

**Board of Selectmen  
Special Meeting Agenda  
Monday, November 15, 2021 at 2pm  
Meeting held remotely due to COVID 19**

**Please click the link below to join the webinar:**

<https://us02web.zoom.us/j/86205540554?pwd=K2EyZE9MOEd5Q05FTWxVc3lnMFc5UT09>

**Webinar ID: 862 0554 0554**

**Passcode: 06883**

**To join by Phone: (312) 626-6799**

1. Call to order
2. Pledge of Allegiance
3. Discussion/decision to approve a collective bargaining agreement for the Weston dispatchers
4. Discussion/decision to hire Linda Gilmore at Senior Center Program Coordinator
5. Fixing of the time and place of the regular meetings of the Board of Selectmen
6. Election of Selectman who shall act as First Selectman in the event the First Selectwoman is temporarily absent
7. Adjournment

# **DRAFT Motions for the BOS meeting to be held 11/12/21**

1. Call to order: **No motion**
2. Pledge of Allegiance: **No motion**
3. Discussion/decision to approve a collective bargaining agreement for the Weston dispatchers: **I move to approve a collective bargaining agreement with the Weston Dispatchers' Union for the period of July 1, 2021 thru June 30, 2025, as presented**
4. Discussion/decision to hire Linda Gilmore as Senior Center Program Coordinator: **I move to hire Linda Gilmore as Senior Center Program Coordinator effective today**
5. Fixing of the time and place of the regular meetings of the Board of Selectmen: **I move to adopt the Board of Selectmen regular meeting schedule as presented, and that regular meetings be held remotely via Zoom and/or in person in the Town Hall Meeting Room.**
6. Election of a Selectman who shall act as First Selectman in the event the First Selectwoman is temporarily absent: **I move that Selectman Martin Mohabeer shall act as First Selectman in the event First Selectwoman Nestor is temporarily absent, pursuant to Section 5.2 of the Weston Town Charter.**
7. Adjournment: **I move to adjourn**

1. Call to order: **No motion**
2. Pledge of Allegiance: **No motion**
3. Discussion/decision to approve a collective bargaining agreement for the Weston dispatchers: **I move to approve a collective bargaining agreement with the Weston Dispatchers' Union for the period of July 1, 2021 thru June 30, 2025, as presented**

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**TOWN OF WESTON**

**and**

**WESTON TOWN DISPATCHERS  
THE UNITED PUBLIC SERVICE  
EMPLOYEES UNION,  
UPSEU**

**JULY 1, 2018 - JUNE 30, 2021**

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## PREAMBLE

This Agreement entered into by the Town of Weston, hereinafter referred to as the Town, and The Town of Weston Dispatchers, The United Public Service Employees Union, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union, while at the same time recognizing the obligations of both parties to the public.

## ARTICLE I RECOGNITION

**Section 1.** The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining in matters of wages, hours, and other conditions of employment for the full-time dispatchers, including one (1) designated senior dispatcher, who are members of the bargaining unit which unit excludes supervisors.

## ARTICLE II DUES DEDUCTIONS

**Section 1.** The Town agrees to deduct Union membership dues once each month from the pay of those employees who have signed an authorized payroll deduction card. The amounts to be deducted shall be certified to the Town by the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to UPSEU after such deductions are made.

**Section 2.** These deductions will be made on the first payroll of each month as specified by the Town and agreed to by the Union. Once initiated, authorization shall not be withdrawn until the employee is no longer a member of the bargaining unit.

**Section 3.** The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.

**Section 4.** It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim or error is made in writing to the Town within sixty (60) calendar days after the date such deductions were or should have been made.

## ARTICLE III UNION SECURITY

**Section 1.** All employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, remain members of the Union.

**Section 2.** All employees covered herein who are hired after the effective date of this Agreement who do not voluntarily join the Union shall, as a condition of continued employment, pay to the Union each month during the life of this Agreement, or any extension thereof; a service charge in an amount equal to the regular monthly Union dues, and/or other applicable fees as provided in Article II.

## **ARTICLE IV** **SENIORITY**

**Section 1.** The seniority rights of all members of the bargaining unit shall be based upon a position within the bargaining unit and shall be determined from the date of continuous employment after a member or members were officially appointed. A list of members showing their seniority in length of service shall be provided to the Union and to each member of the bargaining unit each year during the first week of January each year.

**Section 2.** Seniority shall not be broken by vacations, sick time (including maternity leave), suspension, or any authorized leave of absence.

**Section 3.** Employees who may resign voluntarily, or who may be discharged for just cause, shall lose all seniority.

**Section 4.** An employee with the least seniority shall be laid off first. Laid off permanent employees with the most seniority shall be rehired first and no new employee shall be hired until all laid off employees have been given an opportunity to return to work and providing the employee recalled is qualified to fill the vacancy. In the event of a layoff, an employee shall retain his/her seniority status for one (1) year from the date of his/her layoff.

**Section 5.** Employees recalled from lay-off shall have two (2) weeks to indicate acceptance or rejection of their previously held position and must return to that position within three (3) weeks to avoid loss of seniority, unless a time extension has been mutually agreed upon.

## **ARTICLE V** **PROBATIONARY PERIOD**

**Section 1.** New dispatchers joining the bargaining unit shall serve a probationary period of one hundred eighty (180) calendar days after training sign-off. All employees, after completion of the probationary period, shall become permanent employees and shall acquire a length of service record as of their original date of hire in the bargaining unit.

## **ARTICLE VI** **PROMOTIONS**

**Section 1.** When a vacancy exists, the employee with the highest seniority shall, if qualified, be given the first opportunity to fill the vacancy. If he/she refuses the opportunity, it shall go to the next senior employee. The Town shall post all vacancies and new positions within the bargaining unit for ten (10) days. If the senior employee successfully bids for the vacancy or new position, the ten (10) day posting shall be waived. A break-in probationary period for a promotional vacancy shall be thirty (30) working days.

The Senior Dispatcher will assist the Director of Communications with interviews, evaluations, and hiring recommendations for prospective candidates when dispatcher vacancies occur; along with the training of new hires. The Senior Dispatcher also assists the Director of Communications with designing and disseminating of new policies/procedures. The Senior Dispatcher performs the duties of the Communications Center Director when he/she is

unavailable.

## **ARTICLE VII** **GRIEVANCE PROCEDURE**

**Section 1. Purpose:** The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to ensure efficiency and employee morale.

**Section 2. Definition:** A grievance, for the purposes of this procedure, shall be considered to be employee or union complaints concerned with:

1. Discharge, suspension or other disciplinary action.
2. Charge of favoritism or discrimination.
3. Interpretation and application of written rules and regulations and policies of the Communications Center or the Town of Weston affecting members of the Bargaining unit.
4. Matters relating to the interpretation, application of the articles and sections of this Agreement.

**Section 3. Procedure:** Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance from the next succeeding steps following that which the employee has utilized.

a. An employee or the Union who has a grievance, as defined in Section 2, items 1, 2, 3 and 4 of this Article, shall have the right to appeal such grievance to the next succeeding step in which the grievance originated.

**STEP ONE:** Any employee who has a grievance shall reduce the grievance to writing within ten (10) working days of the event giving rise to the grievance and shall submit it to the Town Administrator who shall arrange to meet with the grievant and/or the Union and use his best efforts to settle the dispute. The Town Administrator's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within ten (10) working days of receipt of the grievance.

**STEP TWO:** If the complainant and the Union are not satisfied with the decision rendered, the Union may within thirty (30) working days notify the Town that it intends to submit it to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the Arbitrator or Arbitrators shall be final and binding upon both parties. However, the arbitrator or arbitrators shall be limited to the express terms of this Agreement and shall have no authority to amend or modify the provisions of this Agreement.

**Section 4. Mediation:** The mediation services of the State Board of Mediation and Arbitration may be used in the second step provided both parties mutually agree on the desirability of the service.



**Section 5. Recording of Minutes and Testimony:** Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure at his own expense.

**Section 6. Union as a Complainant:** The Union shall be entitled to submit grievances in the name of the Union in the same manner as is provided herein for employees.

**Section 7. Time Extensions:** Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

**Section 8. Representation:** All parties to any grievance shall have the right and choice of representation whenever representation is desired, at their own expense.

**Section 9. Working Days:** Working Days shall be defined as the days and hours of operation of the Town Hall.

## **ARTICLE VIII DISCIPLINE AND DISCHARGE**

**Section 1.** No employee shall be removed, dismissed, discharged, suspended, fired, or disciplined in any other manner by the Town, or its duly authorized agent(s), except for just cause. If any employee is removed, dismissed, discharged, suspended, fired, or reduced in rank or otherwise disciplined, such member may challenge such action through the grievance procedure. Disciplinary actions shall normally be applied in the following order:

- (1) Oral warning
- (2) Written warning
- (3) Suspension
- (4) Discharge

In the event of an incident or course of employee behavior of a serious nature, the employer may, subject to challenge under the grievance procedure, apply multiple disciplinary actions and/or dispense with some or all of the progressive disciplinary steps set forth above.

## **ARTICLE IX SICK LEAVE**

**Section 1.** Sick leave shall be considered to be the absence from duty, with pay for the following reasons:

- a. Illness or injury, except where directly traceable to employment by an employer other than the Town of Weston.
- b. When the employee is required to undergo medical, optical, or dental treatment, and only when this cannot be accomplished on off-duty hours.
- c. When the illness of a member of the employee's immediate family residing in his

household requires his personal attendance, and a medical certificate supporting the illness and the necessity of the employee's attendance is furnished to the Town Administrator by such employee if the time exceeds three (3) consecutive days.

### **Section 2. Sick Leave Allowance**

Each employee shall have credited to his account, sick leave with full pay of fifteen (15) working days during each calendar year, as of July 1 for the previous twelve (12) months of service, or pro rata if less than a full year.

### **Section 3. Sick Leave Accumulation**

- a. All unused sick leave for any employee during continuous employment shall accumulate to a maximum of one hundred fifty (150) days. The Town Administrator may, in his discretion, grant sick leave beyond one hundred fifty (150) days.
- b. No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his normal work week.
- c. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation.
- d. Sick leave shall not continue to accumulate during leaves of absence without pay.
- e. All sick leave shall be cumulative from the date of hire.

### **Section 4. Medical Certificate and Inspections**

- a. For any period of absences consisting of more than three (3) consecutive working days.
- b. When it is reasonably presumed that a member of the immediate family is suffering from a serious contagious disease which may endanger the health of other employees of the Department.

### **Section 5. Reporting Illness**

- a. When an employee finds it necessary to be absent from duty on sick leave, he shall cause the fact to be reported to the duty dispatcher not later than four (4) hours prior to his schedule of duty, unless his knowledge of such sickness occurs after four hours prior to the tour of duty, in which case he shall report it as soon as is diligently possible.

### **Section 6. Redemption of Accumulated Sick Leave**

Upon separation of his services with the Town for any reason other than discharge, an employee shall receive on the basis of his current wages, full compensation for forty percent (40 %) of his

unused accumulated sick leave. Effective July 1, 2010 all new employees must have at least ten (10) years of service to qualify for this benefit.

Upon retirement, defined as age 55 with 15 years of service, or age plus service equaling the number 75 with at least 10 years of service, employees shall be entitled to receive payment, for unused accumulated sick leave. Based on current wages, employees hired prior to July 1, 2010 shall be entitled to compensation of 60% of their unused accumulated sick leave balance. Employees with a hire date after July 1, 2010 shall be entitled to a compensation amount of 40%.

In the event of an employee's death, compensation shall be paid to the employee's spouse and/or minor children for one-hundred percent (100 %) of the employee's unused accumulated sick leave. If the employee has neither a spouse nor children, such compensation shall be given to the estate of the deceased employee.

### **Section 7. Sick Leave Records**

The Communications Center (and the Town Administrator) shall maintain a record for each employee of all sick leave taken and accumulated, and shall furnish a copy to the Union every three (3) months, upon request.

### **Section 8. Personal Leave**

Each employee shall be entitled to two (2) days per fiscal year as personal leave days.

## **ARTICLE X FUNERAL LEAVE**

**Section 1.** Five (5) days special leave with full pay shall be granted for death of an employee's spouse, father, mother and children. Three (3) days special leave with full pay shall be granted for death of an employee's sister, brother, mother-in-law, father-in-law and grandparents. Should the death occur on a day not scheduled as a regular work day, only the actual work days necessary to complete the five (5) or three (3) day period shall be allowed. Extended leave may be granted for special cases by the Town Administrator.

## **ARTICLE XI CLOTHING**

**Section 1.** The Town shall provide each dispatcher with all uniforms necessary. Such uniform shall consist of four (4) work pants, five (5) short sleeve golf shirts, five (5) long sleeve golf shirts, one (1) sweater, one (1) belt and one (1) pair of black shoes. The Town will replace any such items which are torn or otherwise caused to be unusable by action when on duty and shall replace items that so need it by cause of reasonable and normal wear and use.

**Section 2.** The Town shall provide an annual cleaning allowance to all Communications Center employees of one hundred and twenty dollars (\$120), equaling ten dollars (\$10) per month, payable twice each contract year on or about August 15 for the service period July 1- December 31, and February 15 for the service period January 1 - June 30.

**ARTICLE XII**  
**HOLIDAYS**

**Section 1.** Each employee shall be entitled to fourteen (14) paid holidays per year payable on the date on which the holiday occurs.

**Section 2.** The paid holidays are as follows:

New Year's Day	Memorial Day	Columbus Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	M. L. King Day	Day after Thanksgiving
Good Friday	Veteran's Day	Christmas Day
Easter Sunday	Labor Day	

**Section 3.** Employees who do not work on a holiday shall receive holiday pay. Employees who work their regularly-scheduled shift on a holiday shall receive one and one-half (1/2) times their regular rate of pay for all hours worked and in addition shall receive holiday pay. Employees who are required to work on a holiday which is not their regularly-scheduled day of work shall receive double time for all hours worked and in addition shall receive holiday pay.

**Section 4.** Any day declared a holiday by the President, the Governor, First Selectman, Board of Selectmen or resulting from federal or state law shall be observed as a day off with full pay for any dispatcher not scheduled for work on that day or any Town employee not working on that day, and shall be paid double-time for any dispatcher or Town employee required to work on that day. Dispatchers who are required to work on a holiday which is not a regularly scheduled work day shall receive double time plus holiday pay.

**ARTICLE XIII**  
**OVERTIME**

**Section 1.** All overtime duty shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate for all hours thereof in excess of eight (8) hours per day or regular work schedule.

**Section 2.** Employees who may be called into work on their regular day off, shall be required to work a full shift, eight (8) hours and shall be compensated for such work at one and one-half (1 1/2) times the employee's regular rate, provided that if the employee, by mutual agreement of the employee and the Town Administrator or his designate, works less than 8 hours, compensation shall be paid for only the hours worked, at one and one-half (1 1/2) times the employee's regular rate.

**Section 3.** When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with the employee's regular duty hours, or for an emergency turnout, he shall be paid from the time of the call in and paid not less than three (3) hours at the rate of one and one-half (1 1/2) times his regular rate, provided the employee is on site within one hour of the call-in.

**Section 4.** Overtime pay shall not be subject to the minimum hours provisions when such overtime results from extending a tour of duty on any shift to properly complete work

assignments.

**Section 5.** All overtime work assignments shall be based on total number of hours worked, for all full-time dispatchers. Said system shall have records to be posted monthly of all overtime worked for that month and the total number of hours worked to date and shall be kept in close proportion to all other dispatchers. All refusals shall be marked as a refusal and the number of hours that were offered shall still be added to the dispatcher's total hours.

Should, at the end of each month, a disproportionate number of total hours for any employee exist, then, in that case, they shall be adjusted at the next available opportunity. All overtime resulting from a dispatcher's inability to fill a scheduled shift (i.e., sick, funeral days, etc.) shall be treated as follows.

1. The dispatcher unable to fill his scheduled shift shall notify the on-duty dispatcher.
2. If the other full-time dispatchers refuse the overtime shift, the on-duty dispatcher shall then:
  - a. Offer the shift to the part-time dispatchers. If they refuse -
  - b. Have the manager order in the full-time dispatcher with the least amount of overtime for the current month provided he/she is otherwise eligible to work that shift to cover the shift.

**Section 6.** Nothing contained in this Agreement shall be construed so as to prevent the Town from ordering an employee to work overtime in any emergency situation.

**Section 7.** Once the Department work schedule has been posted, per Article XV, Section 5, bargaining unit members shall be first offered any shifts remaining unfilled. However, prior to formal posting, the Town reserves the right to fill any open shift from outside the bargaining unit.

The Union agrees that the supervisory position for the Communications Center created by the Town will remain outside the bargaining unit. The Town agrees that this position shall not result in the layoff of any member of the bargaining unit. The Town and the Union further agree that the position may perform bargaining unit work, but that any instance in which the supervisor is filling a shift or the majority of a shift, the procedures and practices described in Article XIII, Section 5 and 7, and Article XV, Section 5, shall be followed.

**Section 8.** All work performed on the seventh consecutive shift shall be paid for at the double-time rate of pay.

#### **ARTICLE XIV VACATIONS**

**Section 1.** Employees shall be granted time off with pay for vacations according to the following schedule:

2 weeks after 1 year, with one week eligible to be used after 6 months

3 weeks after 5 years

4 weeks after 10 years

5 weeks after 20 years

Years of employment shall deal with years employed by the Town on a full-time basis.

**Section 2.** The vacation period shall be between July 1<sup>st</sup> to June 30<sup>th</sup> of each fiscal year and each employee shall be afforded the opportunity to be off on vacation within the fiscal year. Up to one week of vacation time can be accumulated and carried over into the subsequent vacation period.

**Section 3.** An employee's vacation shall be determined on the anniversary date of the employment and department seniority prevails in the selection of vacation periods. Choice of dates shall be granted, whenever practical, but operating requirement of the Communications Center shall prevail (for dispatchers). When choice of date has been granted, it will not be interfered with, except in cases of emergency.

**Section 4.** Prorated accumulated vacation pay, limited to that year, shall be given to employees upon termination or retirement from Town service.

**Section 5.** In the event of an employee's death, his/her prorated accumulated vacation pay, limited to that year, shall be paid to the employee's spouse and/or minor children. If the employee has neither a spouse nor children, such compensation shall be given to the estate of the deceased employee.

## **ARTICLE XV** **HOURS OF WORK**

**Section 1.** The Town will make every effort to maintain a full staffing complement for the Dispatch area.

The schedule rotation will be as follows: Four (4) days on/two (2) days off, four (4) evenings on/two (2) days off for all full-time bargaining unit members with the exception of one full-time bargaining unit member who shall work five (5) midnight shifts, Monday through Friday, with two (2) days off (Saturday and Sunday).

**Section 2.** The work period therefore shall consist of seven (7) days. The Communications Center shall maintain three (3) such working periods:

Shift A	7:00 A.M to 3:00 P.M.
Shift B	3:00 P.M. to 11:00 P.M.
Shift C	11:00 P.M. to 7:00 A.M.

**Section 3.** No employee shall be required to work two (2) eight (8) hour shifts consecutively, except in an emergency situation, in which case the second eight (8) hour shift shall be at time and one-half unless the shift is on a holiday, in which case the first shift will be at double time, and the second shift will be at double time plus holiday pay.

**Section 4.** During each eight (8) hour tour of duty, employees shall be allowed thirty (30) minutes for lunch, if possible. All dispatch employees shall receive a meal allowance of ten dollars (\$10.00) when held over at least four (4) hours on a shift without prior notice. Effective with the ratification of this agreement the meal allowance shall increase to fifteen dollars (\$15.00).

**Section 5.** All work schedules shall be completed and posted on the Departmental bulletin board not later than five (5) days in advance of the date when the working period changes. For purposes of this Section, the work schedule is defined as one calendar month.

**Section 6.** Any dispatcher, other than the regularly assigned midnight shift dispatcher, shall receive a six percent 6% shift differential for each full midnight shift worked. The midnight shift dispatcher shall receive a 6% shift differential when working a non-scheduled midnight shift.

**Section 7.** Any dispatcher, other than the regularly assigned evening shift dispatcher, shall receive a three percent 3% shift differential for each full evening shift worked.

The shift differential is not designed to be provided in the extent of an extended absence by the regular midnight dispatcher, or during the period of vacancy in the position. Accordingly, the differential shall cease to be provided after the tenth consecutive missed shift by the regularly assigned midnight dispatcher, or after the tenth consecutive shift following a vacancy in the position of midnight dispatcher.

## **ARTICLE XVI** **WAGES AND BENEFITS**

### **Section 1.**

Effective and retroactive to July 1, 2018, each employee shall receive a wage increase of two and one quarter percent (2.25%).

Effective July 1, 2019, each employee shall receive a wage increase of two and one half percent (2.50%).

Effective July 1, 2020, each employee shall receive a wage increase of two and one half percent (2.50%).

A wage table shall be attached as Appendix A of this Agreement.

**Section 2. Pay Schedules:** The Town shall have the right to pay employees on a bi-weekly basis (every 2 weeks) provided that if the Town elects to pay employees biweekly, it shall do so by direct deposit to the financial institution selected by the employee.

**Section 3.** All dispatchers who have less than twelve (12) months of service shall be paid at Step 1.

All dispatchers who have twelve (12) months of service, but less than twenty-four (24) months shall be paid at Step 2.

All dispatchers who have twenty-four (24) months of service, but less than thirty-six (36) months shall be paid at Step 3.

All dispatchers who have thirty-six (36) months of service, but less than forty-eight months shall be paid at Step 4.

All dispatchers who have forty-eight (48) months of service shall be paid at Step 5.

**Section 4.** New dispatchers to the Communications Center shall be paid at Step 1 as outlined in Section 1 of this Article and shall advance through the steps on the anniversary date of their employment on a full-time basis, and as provided for in Section 2 of this Article.

**Section 5. Training:** Dispatchers shall be entitled to take part in training classes and seminars held off premises, to increase their knowledge and job ability. The dispatchers shall be paid a full day's wages if the program takes place on their regularly scheduled work day and time and one-half if it occurs on a scheduled day off. Transportation, lodging (if required) and meals shall be reimbursed to the dispatcher by the Town.

**Section 6. Longevity:** Employees shall earn longevity payments which will be payable on the anniversary of each employee's date of hire. The longevity payments shall be as follows:

- a. Employees with one (1) or more consecutive years of service shall receive \$1,025.00 per year.
- b. Employees with four (4) or more consecutive years of service shall receive \$1,150.00 per year.
- c. Employees with seven (7) or more consecutive years of service shall receive \$1,400.00 per year.
- d. Employees with ten (10) or more consecutive years of service shall receive \$1,650.00 per year.
- e. Employees with fifteen (15) or more consecutive years of service shall receive \$1,900.00 per year.
- f. In calendar year 2019 and only in calendar year 2019, longevity payments detailed in Section 6 of this Article, subsections a through e, shall be triple (3x) in value.
- g. Employees hired after the 2018-2021 Collective Bargaining Agreement is ratified shall not be eligible to receive longevity payments.

**Section 7. OPEB Contributions**



Effective January 1, 2017, all employees shall contribute into the Town's OPEB fund one quarter of a percent (.25%) of their earnings.

Effective July 1, 2017, all employees shall contribute into the Town's OPEB fund one half of a percent (.50%) of their earnings.

Effective and retroactive to July 1, 2018, all employees shall contribute into the Town's OPEB fund three quarters of a one percent (.75%) of their earnings.

Effective upon ratification of the 2018-2021 Collective Bargaining Agreement, no employee shall contribute into the Town's OPEB fund.

## **ARTICLE XVII** **INSURANCE**

### **Section 1. Life Insurance.**

- a. The Town shall provide life insurance for each member of the bargaining unit in the amount equal to two and one half times (2.5X) the employee's annual base salary rounded to the nearest thousand. The employee's spouse, at his/her expense, may purchase life insurance from the Town's carrier.
- b. The Town shall provide a line of duty accidental death and disability policy, in addition to (a) above, with a maximum death benefit in the amount equal to two and one half times (2.5X) his/her annual base salary rounded to the nearest thousand.

### **Section 2. Medical Insurance**

- a. All employees and their eligible dependent(s) shall be entitled to health care benefits. The benefits provided by the Health Reimbursement Arrangement (HRA) or equivalent plan shall be as described in Appendix B.
- b. The HRA and Account Provisions are as follows: Employees shall have a high deductible health care plan with a Health Reimbursement Arrangement (HRA). The terms of this plan set forth in Addendum B. Adjustments to the deductible for the high deductible plan may be made from time to time consistent with federal limits associated with HRA plans or based on cost savings which may be available by adjusting insurance/self-insurance limits.
- c. The Town may change insurance carriers of self-insure for any of the insurance plans listed in this Article provided the replacement coverage and benefits are substantially equal to the current coverage and benefits. The Town shall provide sixty (60) days advanced notice to the Union and shall consult with the Union prior to implementing any change.

### **Section 3. Vision/Dental Insurance**

Coverage shall be provided at benefit levels as described in Appendix C and D.

**Section 4. Prescriptions**

Prescription co-payments shall be: \$15/25/40.

Mail Order shall be twice (2X) listed amount for a 90-day supply.

**Section 5. Employee Contribution Rates**

Effective as of the ratification:

07/01/18	EMPLOYEE (20.5%)	TOWN (79.5%)
07/01/19	EMPLOYEE (21.5%)	TOWN (78.5%)
07/01/20	EMPLOYEE (22.5%)	TOWN (77.5%)

**Section 6. Unpaid Leave**

Except as otherwise required by law, an employee shall be responsible for paying the full cost of his/her medical insurance benefits, for himself/herself and his/her eligible dependents, while the employee is on unpaid leave

**Section 7. Post Retirement:**

(1) The Town shall make Medicare Supplement insurance available to Medicare and CMERF-eligible retirees who meet the following conditions:

- A. The attainment of age 55 with at least 15 completed years of consecutive service; or
- B. The attainment of at least 30 completed years of consecutive service, regardless of age.

(2) The Town shall make available the following health coverage to eligible retirees achieving the CMERS specified "Normal Retirement Age:"

- a) Medical plan coverage, the same as that made available to active employees, as such coverage is from time to time negotiated and changed.
- b) The Town shall contribute the following annual amounts based on years of service and age (if applicable) at the time of retirement, for participating retirees who are not eligible for Medicare coverage:

Five Thousand Dollars (\$ 5,000.00) after twenty (20) completed years of service (CMERS Normal Retirement).

Five Thousand Five Hundred Dollars (\$5,500.00) after twenty-five (25) completed years of service.

Sixty five percent (65%) of the monthly COBRA rate after thirty (30) years of service, (regardless of age).

(3) The Town shall pay the cost of providing a Medicare Supplemental health insurance policy for eligible retirees only, up to a maximum contribution by the Town of \$190 per month. When an eligible retiree (as provided in (1) above) becomes eligible for Medicare the retiree shall no longer be eligible to participate in the Town's medical plan coverage but his/her spouse may continue to participate in the Town's medical plan until he/she becomes eligible for Medicare, provided that the spouse shall be responsible for paying 100% of the monthly COBRA rate to continue such participation. It shall be the responsibility of the retiree to apply for Medicare coverage and to obtain the Medicare supplemental health insurance policy. The Town may request proof of coverage from the retiree on an annual basis. If the premium cost of the Supplemental policy for the retiree is less than \$190 per month, the Town's obligation is limited to the actual cost of the premium. Effective July 1, 2012 if the premium cost of the Supplemental policy for the retiree is less than \$190 per month, the town's obligation is limited to the actual cost of the premium.

(4) Any participant who becomes employed by another employer that provides health insurance coverage shall have the employer's health insurance plan designated as the participant's primary health insurance plan while such coverage is in effect. In the event that a participant's covered spouse is also covered under his or her employer's medical benefit plan, such other plan shall be secondary under the existing provisions of the coverage made available by the Town of Weston. All participants will be requested, at least once a year, to provide a statement to the town confirming whether they or their covered dependents have any other medical coverage. The Town agrees to extend Retiree Health benefits to employees who are Medicare eligible aged sixty-five (65) or more) as described above.

(5) Employees hired after the 2018-2021 Collective Bargaining Agreement is ratified shall not be eligible to receive retiree medical benefits or a payment towards a Medicare supplement plan as provided in this Section 7 of Article XVII, with side letters to this effect.

(6) The benefits set forth in this Article XVII Section 7 shall not be negotiated or changed for current employees and neither the Town nor Union may propose to change it, with side letters to this effect for each member.

## **ARTICLE XVIII** **PENSION**

**Section 1.** All Weston Communications Center employees shall be enrolled in the Connecticut Municipal Employees Retirement System (CMERS). Both the Town and the bargaining unit agree to be bound by all relevant CMERS rules and regulations.

## **ARTICLE XIX** **UNION BUSINESS LEAVE**

**Section 1.** Union officers shall be allowed to attend official union conferences without loss of pay for the period required to attend the function, not to exceed three (3) days per year in total for the bargaining unit.

**ARTICLE XX**  
**UNSAFE PRACTICES**

**Section 1.** The Town shall not willfully establish a situation that is considered an unusually unsafe practice for the work of any dispatcher or other member of the bargaining unit. This shall include providing appropriate security and maintaining air conditioning, air cleaning and sufficient heat in the Communications Center. Should such a practice be continued as an operating policy, this shall be grounds for grievance under the procedures and steps so provided for in this Agreement. Nothing in this Article is to be construed as dealing with emergency situations.

**ARTICLE XXI**  
**LEAVE OF ABSENCE**

**Section 1.** Upon the written request of any employee, directed to the Town Administrator, the Town may grant the employee a personal leave of absence without loss of seniority and without pay for a period of one year.

**ARTICLE XXII**  
**GENERAL PROVISIONS**

**Section 1.** The Town shall give to each employee and to a new employee when he/she is hired, a copy of this contract, an identification card and a copy of the Rules and Regulations of the Communications Center to dispatchers and the equivalent for any other Town employees who are members of the bargaining unit.

**Section 2.** The Town shall designate one bulletin board on the premises of the Communications Center for the purpose of posting notices concerning Union business and activities or any other matter pertinent to Union business.

**Section 3.** The Town agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slow down or work stoppage during the term of this Agreement.

**Section 4.** If any Article or any Section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid unless they have direct connections and bearing on each other.

**Section 5.** Jury Duty: Special leave shall be granted to employees performing jury duty with the Town paying the difference between the jury duty pay and the employee's regular pay.

**Section 6.** The parties mutually agree that members of this bargaining-unit shall have the right to use all Town recreational areas/facilities for themselves and families and shall, for all intents and purposes, hold the status of a resident when fees are required for such use.

**Section 7.** Coffee, water, and related beverage supplies are to be provided to the Communications Center by the Town.

**Section 8.** The Town shall provide and maintain for the Communications Center a standard size

refrigerator, microwave oven, toaster oven and coffee maker.

**Section 9.** Any military leave required by employees will be in accord with prevailing federal and Connecticut State laws.

**Section 10.** The Town shall, within a reasonable time after receipt of a written request from an employee, permit such employee to inspect his or her personnel file if such a file exists. Such inspection shall take place during regular business hours at the Town Hall. The Town shall keep any personnel file pertaining to a particular employee for at least one year after the termination of such employee's employment.

### **ARTICLE XXIII** **PAST PRACTICE**

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that all employees within this bargaining unit have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

### **ARTICLE XXIV** **MANAGEMENT'S RIGHTS**

**Section 1.** It is understood and agreed that the Town of Weston possesses the sole right and authority to operate and direct the employees of the Town and its various departments in all aspects, including employees of the Communications Center. Such authority shall include but not be limited to all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- a. The right to determine its mission, policies and to set forth all standards of service offered to the public.
- b. To plan, direct, control, and determine the operations or services conducted by employees of the Town.
- c. To determine the methods, means, and number of personnel needed to carry out the department's mission.
- d. To direct the working forces;
- e. To hire and assign or transfer employees within the department or to other applicable functions.
- f. To promote, suspend, discipline, or discharge for just cause.
- g. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons.
- h. To make, publish, and enforce rules and regulations.

- i. To introduce new or improved methods, equipment or facilities.
- j. To take any and all actions as may be necessary to carry out the mission of the Town and the Communications Center in situations of civil emergency as may be declared by the First Selectman, Town Administrator, Police Chief, or Fire Chief, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

**ARTICLE XXV**  
**DURATION**

This Agreement shall be in effect July 1, 2018 and shall continue in effect until June 30, 2021 and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, by giving to the other party of not less than one hundred twenty (120) days written notice of intention to propose amendments. Within thirty (30) days of receipt of such notice, by either party, a meeting shall take place between the Town and the Union to confer with respect to such amendment, modification, or termination.

**FOR THE TOWN OF WESTON**

**FOR THE UNION UPSEU**

Signed:



Christopher Spaulding First Selectman



Margaret W. Mendoza  
Margaret Mendoza, Local President



Ronald Suraci, Regional Director



Kevin Boyle, UPSEU, President

**APPENDIX A**  
**WAGE SCHEDULE**

<b><u>7/1/2017</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Dispatcher	\$24.41	\$25.65	\$26.95	\$28.28	\$29.69
Sr. Dispatcher	\$25.50	\$26.80	\$28.14	\$29.55	\$31.05

<b><u>7/1/2018 (retro)</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Dispatcher	\$24.95	\$26.22	\$27.55	\$28.92	\$30.36
Sr. Dispatcher	\$26.08	\$27.41	\$28.77	\$30.22	\$31.75

<b><u>7/1/2019</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Dispatcher	\$25.58	\$26.88	\$28.24	\$29.64	\$31.12
Sr. Dispatcher	\$26.73	\$28.09	\$29.49	\$30.97	\$32.54

<b><u>7/1/2020</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Dispatcher	\$26.22	\$27.55	\$28.95	\$30.38	\$31.90
Sr. Dispatcher	\$27.40	\$28.79	\$30.23	\$31.75	\$33.35

# ConnectiCare

## FlexPOS-CNT-HSA-2500I/5000F-16-Combined Open Access Contract Year Benefit Summary (A)

The individual deductible and out-of-pocket maximum applies if you have coverage only for yourself and not for any dependents. The family deductible and out-of-pocket maximum applies if you have coverage for yourself and one or more eligible dependents. In addition, if you have family coverage, any applicable copayments or coinsurance will not apply to services until the total deductible is met for the family, without regard to how much any one family member has met. No one member will exceed an in-network maximum out-of-pocket greater than \$6,850.

Your ConnectiCare health plan helps you get the care you need. Here are the most frequently used services. Refer to your certificate of coverage on connecticare.com for a complete list of benefits.

### Personalized for: Town of Weston

<b>In-Network Preventive Services</b>		
<p>These services are no cost to you when you use an <b>in-network</b> doctor or facility. Frequency is based on age and gender. For a complete list of preventive services and to find a doctor, refer to connecticare.com.</p> <p>Getting care within ConnectiCare's network typically costs you less. You may also get care outside of our network; however, your share of the costs will be higher. Out-of-network doctors and facilities do not appear in the "Find a doctor directory on connecticare.com</p>		
<ul style="list-style-type: none"> <li>• <b>Physical</b></li> <li>• <b>Well woman visit and pap test</b></li> <li>• <b>More than 25 screenings, including mammograms and colonoscopies</b></li> <li>• <b>Flu shot</b></li> <li>• <b>Vaccinations</b></li> <li>• <b>Certain birth control and other prevention medications</b></li> </ul>		
	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<p><b>Your deductible</b> Deductible is combined for medical services and prescription drugs Deductible is combined for in and out-of-network</p>	<p>\$2,500 Individual \$5,000 Family</p>	<p>\$2,500 Individual \$5,000 Family</p>
<p><b>Your out-of-pocket maximum</b> Includes a combination of deductible, copayments and coinsurance for medical and pharmacy services Out-of-pocket is combined for in and out-of-network</p>	<p>\$3,500 Individual \$7,000 Family</p>	<p>\$5,000 Individual \$10,000 Family</p>
<p><b>Out-of-network reimbursement</b></p>	<p>Not applicable</p>	<p>Plan will reimburse the coinsurance percentage of the maximum allowable amount</p>
<p>After you have spent the out-of-pocket maximum amount in deductibles, copayments and coinsurance, ConnectiCare will pay 100% of your covered health care expenses for the remainder of the year.</p>		



<b>Screenings</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Baseline routine mammography</b>	No charge	20% coinsurance after plan deductible
<b>Annual routine mammography</b> including tomosynthesis screening	No charge	20% coinsurance after plan deductible
<b>Breast ultrasound</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Annual routine vision exam</b>	No charge	20% coinsurance after plan deductible
<b>Allergy testing</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Hearing Screenings</b>	No charge	20% coinsurance after plan deductible
<b>Ongoing Care and Sick Visits</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Primary care services</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Specialist services</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Gynecologist services</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Maternity and prenatal care visits</b>	No charge	20% coinsurance after plan deductible
<b>Allergy injections</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Telemedicine visit</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Retail clinic</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Nutritional Counseling</b> Limit 3 visits per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Infertility</b> Infertility benefits outlined in the Certificate of Coverage are unlimited, with no age or cycles restrictions	0% coinsurance (Office visit) after plan deductible  0% coinsurance (Ambulatory Services Outpatient) after plan deductible  0% coinsurance (Inpatient Hospital) after plan deductible	20% coinsurance after plan deductible

<b>Lab and Radiology</b> Performed in a hospital, lab or radiology facility	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Laboratory services</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Non-advanced radiology</b> X-ray, diagnostic	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Advanced radiology Hospital facility</b> MRI, PET and CAT scan and nuclear cardiology	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Advanced radiology Stand-alone facility</b> MRI, PET and CAT scan and nuclear cardiology	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Sudden and Unexpected Care</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Urgent care or other walk-in clinic</b>	0% coinsurance after plan deductible	Same as In-network benefit
<b>Emergency room</b>	0% coinsurance after plan deductible	Same as In-network benefit
<b>Ambulance</b>	0% coinsurance after plan deductible	Same as In-network benefit
<b>Inpatient Hospital Services</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Inpatient hospital services, including room and board</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Skilled nursing facilities</b> up to 100 days per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Inpatient rehabilitation</b> up to 100 days per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Outpatient Hospital Services and Home Care</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Hospital outpatient facilities</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Ambulatory surgical center</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Home health services</b> Nursing and therapeutic services limited to 100 visits Home Health aide services limited to 80 visits that are applicable to the 100 visit limit	0% coinsurance after plan deductible	20% coinsurance after plan deductible

<b>Outpatient Rehabilitative Services</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Rehabilitative services</b> up to 60 visits per year includes services combined for physical, speech and occupational therapy	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Chiropractic services</b> up to 12 visits per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Mental Health and Substance Abuse</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Inpatient mental health services</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Inpatient alcohol and substance abuse treatment</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Outpatient mental health, alcohol and substance abuse treatment</b> office visits and home services	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Outpatient mental health, alcohol and substance abuse treatment</b> intensive outpatient treatment and partial hospitalization	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Supplies</b>	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Durable medical equipment including prosthetics and disposable medical supplies</b> Includes wigs prescribed by an oncologist for member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Diabetic equipment and supplies</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Modified food products and specialized formula pharmacy tier</b>	0% coinsurance after plan deductible	20% coinsurance after plan deductible
<b>Important Information</b>		
<ul style="list-style-type: none"> <li>• This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described are per member per Contract year.</li> <li>• If you have questions regarding your plan, visit our website at <a href="http://www.connecticare.com">www.connecticare.com</a> or call us at (860) 674-5757 or 1-800-251-7722.</li> <li>• Out-of-Network reimbursement is based on the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.</li> <li>• If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.</li> <li>• If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2018.</li> </ul>		

# ConnectiCare

## FlexPOS Copayment Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your prescription drug rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year.

**Personalized for: Town of Weston**

Covered prescription drugs through retail Participating Pharmacies or our mail order service. Your Plan includes the following: Mandatory Drug Substitution, Tiered Cost-Share Program, and Voluntary Mail Order Program.		
	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Your deductible</b> Deductible is combined for medical services and prescription drugs  Deductible is combined for In and out-of-network	\$2,500 Individual \$5,000 Family	\$2,500 Individual \$5,000 Family
<b>In-network maximum out-of-pocket</b> Includes a combination of deductible, copayments and coinsurance for medical and pharmacy services  In-network and out-of-network out-of-pocket maximums cross accumulate	\$3,500 Individual \$7,000 Family	\$5,000 Individual \$10,000 Family
<b>Retail Pharmacy</b> (up to a 30 day supply per prescription)	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Generic drugs</b> (Tier 1)	\$5 copayment/prescription after plan deductible	20% coinsurance after plan deductible
<b>Preferred brand drugs</b> (Tier 2)	\$25 copayment/prescription after plan deductible	20% coinsurance after plan deductible
<b>Non-preferred brand drugs</b> (Tier 3)	\$40 copayment/prescription after plan deductible	20% coinsurance after plan deductible
<b>Your cost mail order</b> (up to a 90 day supply per prescription)	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Generic drugs</b> (Tier 1)	\$5 copayment/prescription after plan deductible	Not covered
<b>Preferred brand drugs</b> (Tier 2)	\$50 copayment/prescription after plan deductible	Not covered

<b>Your cost mail order</b> (up to a 90 day supply per prescription)	<b>In-network member pays</b>	<b>Out-of-network member pays</b>
<b>Non-preferred brand drugs</b> (Tier 3)	\$80 copayment/prescription after plan deductible	Not covered

**Additional Information**

- Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.
- Amounts paid by members because they must pay a price difference for a brand name drug do not count towards meeting any deductible, coinsurance, copayment, or cost share maximum.
- Most Specialty drugs are dispensed through specialty pharmacies by mail, up to 30 day supply. Specialty pharmacies have the same member cost share as all other participating pharmacies and are not part of ConnectiCare's voluntary mail order program. The member cost share for specialty pharmacy is different from the cost share for ConnectiCare's mail order program.
- If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.

# Your Vision Benefits Summary



Get access to the best in eye care and eyewear with TOWN OF WESTON and VSP® Vision Care.

## Using your VSP benefit is easy.

- **Create an account at [vsp.com](http://vsp.com).** Once your plan is effective, review your benefit information.
- **Find an eye doctor who's right for you.** The decision is yours to make—choose a VSP network doctor or any out-of-network provider. Visit [vsp.com](http://vsp.com) or call **800.877.7195**.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on [vsp.com](http://vsp.com).

**That's it! We'll handle the rest**—there are no claim forms to complete when you see a VSP provider.

## Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

## Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe, CALVIN KLEIN, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more. Visit [vsp.com](http://vsp.com) to find a Premier Program location that carries these brands. Plus, save up to 40% on popular lens enhancements.<sup>2</sup> Prefer to shop online? Check out all of the brands at [eyeconic.com](http://eyeconic.com)®, VSP's preferred online eyewear store.

## Plan Information

**VSP Coverage Effective Date:** 07/01/2018  
**VSP Provider Network:** VSP Signature

TOWN OF WESTON and VSP provide you with an affordable eyecare plan.

Visit [vsp.com](http://vsp.com) or call **800.877.7195** for more details on your vision coverage and exclusive savings and promotions for VSP members.

1. Brands/Promotion subject to change.  
 2. Savings based on network doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Available only through VSP network doctors to VSP members with applicable plan benefits. Ask your VSP network doctor for details.

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 All rights reserved. VSP, VSP Vision Care for Life, and WellVision Exam are registered trademarks, and "Life is better in focus." is a trademark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other company names and brands are trademarks or registered trademarks of their respective owners.

Benefit	Description	Copay
<b>Your Coverage with a VSP Provider</b>		
<b>WellVision Exam</b>	<ul style="list-style-type: none"> <li>• Focuses on your eyes and overall wellness</li> <li>• Every 12 months</li> </ul>	\$0
<b>Prescription Glasses</b>		\$20
<b>Frame</b>	<ul style="list-style-type: none"> <li>• \$130 allowance for a wide selection of frames</li> <li>• \$150 allowance for featured frame brands</li> <li>• 20% savings on the amount over your allowance</li> <li>• Every 12 months</li> </ul>	Included in Prescription Glasses
<b>Lenses</b>	<ul style="list-style-type: none"> <li>• Single vision, lined bifocal, and lined trifocal lenses</li> <li>• Polycarbonate lenses for dependent children</li> <li>• Every 12 months</li> </ul>	Included in Prescription Glasses
<b>Lens Enhancements</b>	<ul style="list-style-type: none"> <li>• Tints/Photochromic adaptive lenses</li> <li>• Standard progressive lenses</li> <li>• Premium progressive lenses</li> <li>• Custom progressive lenses</li> <li>• Average savings of 35-40% on other lens enhancements</li> <li>• Every 12 months</li> </ul>	\$0 \$0 \$80 - \$90 \$120 - \$160
<b>Contacts (instead of glasses)</b>	<ul style="list-style-type: none"> <li>• \$130 allowance for contacts; copay does not apply</li> <li>• Contact lens exam (fitting and evaluation)</li> <li>• Every 12 months</li> </ul>	Up to \$60
<b>Glasses and Sunglasses</b>		
<b>Extra Savings</b>	<ul style="list-style-type: none"> <li>• Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/specialoffers">vsp.com/specialoffers</a> for details.</li> <li>• 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li> </ul>	
	<b>Retinal Screening</b>	
	<ul style="list-style-type: none"> <li>• No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul>	
	<b>Laser Vision Correction</b>	
	<ul style="list-style-type: none"> <li>• Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>• After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>	

### Your Coverage with Out-of-Network Providers

Get the most out of your benefits and greater savings with a VSP network doctor. Your coverage with out-of-network providers will be less or you'll receive a lower level of benefits. Visit [vsp.com](http://vsp.com) for plan details.

Exam .....	up to \$50	Lined Trifocal Lenses .....	up to \$100
Frame .....	up to \$70	Progressive Lenses .....	up to \$75
Single Vision Lenses .....	up to \$50	Contacts .....	up to \$105
Lined Bifocal Lenses .....	up to \$75	Tints .....	up to \$5

VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc. is the legal name of the corporation through which VSP does business.

**Town of Weston – Group # 4603**  
**Delta Dental PPO plus Premier**  
Dispatchers #0751

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Calendar Year Deductible	
• Per Person	\$50
• Family Aggregate Maximum	\$150
Preventive & Diagnostic (No Deductible)	100%
• Exams, Cleanings (2 per calendar year per person)	
• Bitewing X-Rays (2 per calendar year per person)	
• Fluoride Treatment (for children to age 19)	
• Sealants (To age 16)	
• Space Maintainers	
Remaining Basic (After Deductible)	80%
• Fillings, Extractions & Root Canals (Endodontics)	
• Periodontal, Oral Surgery	
• Repair of Dentures	
Crowns & Prosthodontics (After Deductible)	50%
• Crowns & Gold Restorations	
• Bridgework, Full & Partial Dentures	
Calendar Year Maximum (Per Person)	\$1,500

Dependent children are covered to age 19 (25 if enrolled as a full time student in an accredited school or university.)

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Delta Dental has two networks available under this plan. The Delta Dental Premier® network is the largest of the Delta Dental networks with over 195,400 participating offices nationally (75%+). Delta Dental PPO is a smaller, but more discounted network with over 117,600 participating offices nationwide. You may use any fully licensed dentist under this plan, but it is to your advantage to use a network dentist, especially PPO, since they accept the Delta Dental allowance as their maximum charge and cannot bill Delta Dental patients for amounts above this level.

Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at [deltadentalnj.com](http://deltadentalnj.com) to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental Insurance Company writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

## Delta Dental PPO plus Premier Networks

### In Network

#### Dentist

- Agrees to accept Delta Dental's approved fees
- Agrees to file claim directly with Delta Dental
- Receives claim payment directly from Delta Dental

#### Employee

- Cannot be balance billed (billed for charges above approved Delta Dental fees)
- Does not file claim
- No payment to dentist other than deductible/coinsurance

### Out of Network

#### Dentist

- Does not agree to Delta Dental fee levels
- Can charge any amount
- Is not required to file claim for patient
- Does not receive payment directly from Delta Dental

#### Employee

- Must pay difference between Dentist charge and Delta Dental's allowed fees
- May be required to submit claim
- Is responsible for payment to dentist

**Summary:** Any dentist may be used, however, benefits are maximized and paperwork is reduced if in network providers are utilized. Delta Dental PPO dentists have agreed to Delta Dental's lowest possible fees.



Sean Campbell  
Weston Dispatcher

Re: Weston Dispatchers Retiree Medical Benefits


Dear Sean:


This letter will confirm the agreement of the Town of Weston (Town) and the Weston Town Dispatchers United Public Service Employees Union UPSEU ("Union") to the following terms regarding the provision of medical insurance for retirees:

1. As an employee hired prior to the ratification of the 2018-2021 collective bargaining agreement ("CBA"), you are entitled to receive the medical insurance for retirees as outlined in Article XVII, Section 7 of the 2018-2021 CBA.
2. The Union and Town agree that the retiree medical benefits provided in Article XVII, Section 7 of the 2018-2021 CBA shall not be negotiated or changed, and neither the Town nor the Union may propose to change those terms, for employees hired prior to the ratification of the 2018-2021 CBA.
3. This agreement regarding retiree medical benefits for current employees between the Town and the Union will survive the expiration of the 2018-2021 CBA and all successor collective bargaining agreements.

FOR THE TOWN OF WESTON

FOR THE UNION

By: 

By: 

Date: 6/20/19

Date: 6-25-19

By:   
SEAN CAMBBELL

Date: 6/25/19

Joseph Constantino, III  
Weston Dispatcher

Re: Weston Dispatchers Retiree Medical Benefits

Dear Joseph:

This letter will confirm the agreement of the Town of Weston (Town) and the Weston Town Dispatchers United Public Service Employees Union UPSEU ("Union") to the following terms regarding the provision of medical insurance for retirees:

1. As an employee hired prior to the ratification of the 2018-2021 collective bargaining agreement ("CBA"), you are entitled to receive the medical insurance for retirees as outlined in Article XVII, Section 7 of the 2018-2021 CBA.
2. The Union and Town agree that the retiree medical benefits provided in Article XVII, Section 7 of the 2018-2021 CBA shall not be negotiated or changed, and neither the Town nor the Union may propose to change those terms, for employees hired prior to the ratification of the 2018-2021 CBA.
3. This agreement regarding retiree medical benefits for current employees between the Town and the Union will survive the expiration of the 2018-2021 CBA and all successor collective bargaining agreements.

FOR THE TOWN OF WESTON

FOR THE UNION

By: 

By: 

Date: 6/20/19

Date: 6-25-19

By:   
JOSEPH CONSTANTINO, III

Date: 6/25/19

Margaret Mendoza  
Weston Dispatcher

Re: Weston Dispatchers Retiree Medical Benefits

Dear Margaret:

This letter will confirm the agreement of the Town of Weston (Town) and the Weston Town Dispatchers United Public Service Employees Union UPSEU ("Union") to the following terms regarding the provision of medical insurance for retirees:

1. As an employee hired prior to the ratification of the 2018-2021 collective bargaining agreement ("CBA"), you are entitled to receive the medical insurance for retirees as outlined in Article XVII, Section 7 of the 2018-2021 CBA.
2. The Union and Town agree that the retiree medical benefits provided in Article XVII, Section 7 of the 2018-2021 CBA shall not be negotiated or changed, and neither the Town nor the Union may propose to change those terms, for employees hired prior to the ratification of the 2018-2021 CBA.
3. This agreement regarding retiree medical benefits for current employees between the Town and the Union will survive the expiration of the 2018-2021 CBA and all successor collective bargaining agreements.

FOR THE TOWN OF WESTON

FOR THE UNION

By: [Signature]

By: [Signature]

Date: 6/20/19

Date: 6-25-19

By: Margaret Mendoza  
MARGARET MENDOZA

Date: 6-25-19

Nichole Murphy  
Weston Dispatcher

Re: Weston Dispatchers Retiree Medical Benefits

Dear Nichole:

This letter will confirm the agreement of the Town of Weston (Town) and the Weston Town Dispatchers United Public Service Employees Union UPSEU ("Union") to the following terms regarding the provision of medical insurance for retirees:

1. As an employee hired prior to the ratification of the 2018-2021 collective bargaining agreement ("CBA"), you are entitled to receive the medical insurance for retirees as outlined in Article XVII, Section 7 of the 2018-2021 CBA.
2. The Union and Town agree that the retiree medical benefits provided in Article XVII, Section 7 of the 2018-2021 CBA shall not be negotiated or changed, and neither the Town nor the Union may propose to change those terms, for employees hired prior to the ratification of the 2018-2021 CBA.
3. This agreement regarding retiree medical benefits for current employees between the Town and the Union will survive the expiration of the 2018-2021 CBA and all successor collective bargaining agreements.

FOR THE TOWN OF WESTON

FOR THE UNION

By: 

By: 

Date: 6/20/19

Date: 6-25-19

By:   
NICHOLE MURPHY

Date: 6/26/19

***Tentative Agreement Reached on 10/29/2021***

**COLLECTIVE BARGAINING  
NEGOTIATIONS**

**between**

**TOWN OF WESTON**

**and**

**WESTON TOWN DISPATCHERS  
THE UNITED PUBLIC SERVICE  
EMPLOYEES UNION,  
UPSEU**

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

**Section 1. Purpose:** The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to ensure efficiency and employee morale.

**Section 2. Definition:** A grievance, for the purposes of this procedure, shall be considered to be employee or union complaints concerned with:

1. Discharge, suspension or other disciplinary action.
2. Charge of favoritism or discrimination.
3. Interpretation and application of written rules and regulations and policies of the Communications Center or the Town of Weston affecting members of the Bargaining unit.
4. Matters relating to the interpretation, application of the articles and sections of this Agreement.

**Section 3. Procedure:** Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance from the next succeeding steps following that which the employee has utilized.

a. An employee or the Union who has a grievance, as defined in Section 2, items 1, 2, 3 and 4 of this Article, shall have the right to appeal such grievance to the next succeeding step in which the grievance originated.

**STEP ONE:** Any employee who has a grievance shall reduce the grievance to writing within ten (10) working days of the event giving rise to the grievance and shall submit it to the ~~Town Administrator~~ **Communications Center Director (Director)** who shall arrange to meet with the grievant and/or the Union and use his best efforts to settle the dispute. The ~~Town Administrator's~~ **Director's** decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within ten (10) working days of receipt of the grievance. **TA**

**STEP TWO:** *If the complainant and the Union are not satisfied with the decision rendered by the Director, the Union may within ten (10) working days elevate the grievance to the Town Administrator who shall arrange to meet with the grievant and/or the Union and use his best efforts to settle the dispute. The Town Administrator's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within ten (10) working days of receipt of the grievance.* **TA**

**STEP TWO THREE:** If the complainant and the Union are not satisfied with the decision rendered, the Union may within thirty (30) working days notify the Town that it intends to submit it to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the Arbitrator or Arbitrators shall be final and binding upon both parties. However, the

arbitrator or arbitrators shall be limited to the express terms of this Agreement and shall have no authority to amend or modify the provisions of this Agreement. **TA**

**Section 4. Mediation:** The mediation services of the State Board of Mediation and Arbitration may be used in the ~~second~~ **third** step provided both parties mutually agree on the desirability of the service. **TA**

**Section 5. Recording of Minutes and Testimony:** Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure at his own expense.

**Section 6. Union as a Complainant:** The Union shall be entitled to submit grievances in the name of the Union in the same manner as is provided herein for employees.

**Section 7. Time Extensions:** Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

**Section 8. Representation:** All parties to any grievance shall have the right and choice of representation whenever representation is desired, at their own expense.

**Section 9. Working Days:** Working Days shall be defined as the days and hours of operation of the Town Hall.

**ARTICLE IX**  
**SICK LEAVE**

**Section 1.** Sick leave shall be considered to be the absence from duty, with pay for the following reasons:

- a. Illness or injury, except where directly traceable to employment by an employer other than the Town of Weston.
- b. When the employee is required to undergo medical, optical, or dental treatment, and only when this cannot be accomplished on off-duty hours.
- c. When the illness of a member of the employee's immediate family residing in his household requires his personal attendance, and a medical certificate supporting the illness and the necessity of the employee's attendance is furnished to the ~~Town Administrator~~ Town by such employee if the time exceeds three (3) consecutive ~~working~~ days. ~~TA~~

**Section 2. Sick Leave Allowance**

Each employee shall have credited to his account, sick leave with full pay of fifteen (15) working days during each calendar year, as of July 1 for the previous twelve (12) months of service, or pro rata if less than a full year.

**Section 3. Sick Leave Accumulation**

- a. All unused sick leave for any employee during continuous employment shall accumulate to a maximum of one hundred fifty (150) days. The Town Administrator may, in his discretion, grant sick leave beyond one hundred fifty (150) days.
- b. No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his normal work week.
- c. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation.
- d. Sick leave shall not continue to accumulate during leaves of absence without pay.
- e. All sick leave shall be cumulative from the date of hire.

**Section 4. Medical Certificate and Inspections**

- a. For any period of absences consisting of more than three (3) consecutive working days.



- b. When it is reasonably presumed that a member of the immediate family is suffering from a serious contagious disease which may endanger the health of other employees of the Department.

**Section 5. Reporting Illness**

- a. When an employee finds it necessary to be absent from duty on sick leave, he shall cause the fact to be reported to the duty dispatcher not later than four (4) hours prior to his schedule of duty, unless his knowledge of such sickness occurs after four hours prior to the tour of duty, in which case he shall report it as soon as is diligently possible.

**Section 6. Redemption of Accumulated Sick Leave**

Upon separation of his services with the Town for any reason other than discharge, an employee shall receive on the basis of his current wages, full compensation for forty percent (40 %) of his unused accumulated sick leave. Effective July 1, 2010 all new employees must have at least ten (10) years of service to qualify for this benefit.

Upon retirement, defined as age 55 with 15 years of service, or age plus service equaling the number 75 with at least 10 years of service, employees shall be entitled to receive payment, for unused accumulated sick leave. Based on current wages, employees hired prior to July 1, 2010 shall be entitled to compensation of 60% of their unused accumulated sick leave balance. Employees with a hire date after July 1, 2010 shall be entitled to a compensation amount of 40%.

In the event of an employee's death, compensation shall be paid to the employee's spouse and/or minor children for one-hundred percent (100%) of the employee's unused accumulated sick leave. If the employee has neither a spouse nor children, such compensation shall be given to the estate of the deceased employee.

**Section 7. Sick Leave Records**

The ~~Communications Center~~ **Town** (and the ~~Town Administrator~~) shall maintain a record for each employee of all sick leave taken and accumulated, and shall furnish a copy to the Union every three (3) months, upon request. **TA**

**Section 8. Personal Leave**

Each employee shall be entitled to ~~two~~ **three** (~~2~~ **3**) days per fiscal year as personal leave days. **TA**

## FUNERAL LEAVE

**Section 1.** Five (5) days special leave with full pay shall be granted for death of an employee's spouse, father, mother and children. ~~Three (3) days special leave with full pay shall be granted for death of an employee's~~ sister, brother, mother-in-law, father-in-law and grandparents. Should the death occur on a day not scheduled as a regular workday, only the actual the actual workdays necessary to complete the five (5) ~~or three (3)~~ day period shall be allowed. Extended leave may be granted for special cases by the Town Administrator. **TA**

## ARTICLE XI CLOTHING

**Section 1.** The Town shall provide each dispatcher with all uniforms necessary. Such uniform shall consist of four (4) work pants, five (5) short sleeve golf shirts, five (5) long sleeve golf shirts, one (1) sweater, one (1) belt and one (1) pair of black shoes. The Town will replace any such items which are torn or otherwise caused to be unusable by action when on duty and shall replace items that so need it by cause of reasonable and normal wear and use.

**Section 2.** The Town shall provide an annual cleaning allowance to all Communications Center employees of ~~one hundred and twenty dollars~~ **two hundred and forty dollars** (\$120 **\$240**), equaling **twenty** dollars (~~\$10~~ **\$20**) per month, payable twice each contract year on or about August 15 for the service period July 1- December 31, and February 15 for the service period January 1 - June 30. **TA**

## ARTICLE XII HOLIDAYS

**Section 1.** Each employee shall be entitled to fourteen (~~14~~ **15**) paid holidays per year payable on the date on which the holiday occurs. **TA**

**Section 2.** The paid holidays are as follows:

New Year's Day	Memorial Day	Columbus Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	M. L. King Day	Day after Thanksgiving
Good Friday	Veteran's Day	Christmas Day
Easter Sunday	Labor Day	<b>Juneteenth</b> <b>TA</b>

**Section 3.** Employees who do not work on a holiday shall receive holiday pay. Employees who work their regularly-scheduled shift on a holiday shall receive one and one-half (1/2) times their regular rate of pay for all hours worked and in addition shall receive holiday pay. Employees who are required to work on a holiday which is not their regularly-scheduled day of work shall receive double time for all hours worked and in addition shall receive holiday pay.

**Section 4.** Any day declared a holiday by the President, the Governor, First Selectman, Board of Selectmen or resulting from federal or state law shall be observed as a day off with full pay for

any dispatcher not scheduled for work on that day or any Town employee not working on that day, and shall be paid double-time for any dispatcher or Town employee required to work on that day. Dispatchers who are required to work on a holiday which is not a regularly scheduled work day shall receive double time plus holiday pay.

### **ARTICLE XIII** **OVERTIME**

**Section 1.** All overtime duty shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate for all hours thereof in excess of eight (8) hours per day or regular work schedule.

**Section 2.** Employees who may be called into work on their regular day off, shall be required to work a full shift, eight (8) hours and shall be compensated for such work at one and one-half (1 1/2) times the employee's regular rate, provided that if the employee, by mutual agreement of the employee and the Town Administrator or his designate, works less than 8 hours, compensation shall be paid for only the hours worked, at one and one-half (1 1/2) times the employee's regular rate.

**Section 3.** When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with the employee's regular duty hours, or for an emergency turnout, he shall be paid from the time of the call in and paid not less than three (3) hours at the rate of one and one-half (1 1/2) times his regular rate, provided the employee is on site within one hour of the call-in.

**Section 4.** Overtime pay shall not be subject to the minimum hours provisions when such overtime results from extending a tour of duty on any shift to properly complete work assignments.

**Section 5.** All overtime work assignments shall be based on total number of hours worked, for all full-time dispatchers. Said system shall have records to be posted monthly of all overtime worked for that month and the total number of hours worked to date and shall be kept in close proportion to all other dispatchers. All refusals shall be marked as a refusal and the number of hours that were offered shall still be added to the dispatcher's total hours.

Should, at the end of each month, a disproportionate number of total hours for any employee exist, then, in that case, they shall be adjusted at the next available opportunity. All overtime resulting from a dispatcher's inability to fill a scheduled shift (i.e., sick, funeral days, etc.) shall be treated as follows.

1. The dispatcher unable to fill his scheduled shift shall notify the on-duty dispatcher.
2. If the other full-time dispatchers refuse the overtime shift, the on-duty dispatcher shall then:
  - a. Offer the shift to the part-time dispatchers. If they refuse -

b. ~~Have the manager~~ **Director or his designee shall** order in the full-time dispatcher with the least amount of overtime for the current month provided he/she is otherwise eligible to work that shift to cover the shift. **TA**

**Section 6.** Nothing contained in this Agreement shall be construed so as to prevent the Town from ordering an employee to work overtime in any emergency situation.

**Section 7.** Once the Department work schedule has been posted, per Article XV, Section 5, bargaining unit members shall be first offered any shifts remaining unfilled. However, prior to formal posting, the Town reserves the right to fill any open shift from outside the bargaining unit.

The Union agrees that the supervisory position for the Communications Center created by the Town will remain outside the bargaining unit. The Town agrees that this position shall not result in the layoff of any member of the bargaining unit. The Town and the Union further agree that the position may perform bargaining unit work, but that any instance in which the supervisor is filling a shift or the majority of a shift, the procedures and practices described in Article XIII, Section 5 and 7, and Article XV, Section 5, shall be followed.

**Section 8.** All work performed on the seventh consecutive shift shall be paid for at the double-time rate of pay.

#### **ARTICLE XIV VACATIONS**

**Section 1.** Employees shall be granted time off with pay for vacations according to the following schedule:

2 weeks after 1 year, with one week eligible to be used after 6 months

3 weeks after 5 years

4 weeks after 10 years

5 weeks after 20 years

Years of employment shall deal with years employed by the Town on a full-time basis.

**Section 2.** The vacation period shall be between July 1<sup>st</sup> to June 30<sup>th</sup> of each fiscal year and each employee shall be afforded the opportunity to be off on vacation within the fiscal year. Up to one week of vacation time can be accumulated and carried over into the subsequent vacation period.

**Section 3.** An employee's vacation shall be determined on the anniversary date of the employment and department seniority prevails in the selection of vacation periods. Choice of dates shall be granted, whenever practical, but operating requirement of the Communications

Center shall prevail (for dispatchers). When choice of date has been granted, it will not be interfered with, except in cases of emergency.

**Section 4.** Prorated accumulated vacation pay, limited to that year, shall be given to employees upon termination or retirement from Town service.

**Section 5.** In the event of an employee's death, his/her prorated accumulated vacation pay, limited to that year, shall be paid to the employee's spouse and/or minor children. If the employee has neither a spouse nor children, such compensation shall be given to the estate of the deceased employee.

## **ARTICLE XVI** **WAGES AND BENEFITS**

### **Section 1.**

Effective and retroactive to July 1, 2021, each employee shall receive a wage increase of one and one half percent (1.50%). TA

Effective July 1, 2022, each employee shall receive a wage increase of two and four tenths percent (2.40%). TA

Effective July 1, 2023, each employee shall receive a wage increase of two and four tenths percent (2.40%). TA

Effective July 1, 2024, each employee shall receive a wage increase of three percent (3.00%). TA

A wage table shall be attached as Appendix A of this Agreement.

**Section 2. Pay Schedules:** The Town shall have the right to pay employees on a bi-weekly basis (every 2 weeks) provided that if the Town elects to pay employees biweekly, it shall do so by direct deposit to the financial institution selected by the employee.

**Section 3.** All dispatchers who have less than twelve (12) months of service shall be paid at Step 1.

All dispatchers who have twelve (12) months of service, but less than twenty-four (24) months shall be paid at Step 2.

All dispatchers who have twenty-four (24) months of service, but less than thirty-six (36) months shall be paid at Step 3.

All dispatchers who have thirty-six (36) months of service, but less than forty-eight months shall be paid at Step 4.

All dispatchers who have forty-eight (48) months of service shall be paid at Step 5.

**Section 4.** New dispatchers to the Communications Center shall be paid at Step 1 as outlined in Section 1 of this Article and shall advance through the steps on the anniversary date of their employment on a full-time basis, and as provided for in Section 2 of this Article.

**Section 5. Training:** Dispatchers shall be entitled to take part in training classes and seminars held off premises, to increase their knowledge and job ability. The dispatchers shall be paid a full day's wages if the program takes place on their regularly scheduled work day and time and one-half if it occurs on a scheduled day off. Transportation, lodging (if required) and meals shall be reimbursed to the dispatcher by the Town.

**Section 6. Longevity:** Employees shall earn longevity payments which will be payable on the anniversary of each employee's date of hire. The longevity payments shall be as follows:

- a. Employees with one (1) or more consecutive years of service shall receive \$1,025.00 per year.
- b. Employees with four (4) or more consecutive years of service shall receive \$1,150.00 per year.
- c. Employees with seven (7) or more consecutive years of service shall receive \$1,400.00 per year.
- d. Employees with ten (10) or more consecutive years of service shall receive \$1,650.00 per year.
- e. Employees with fifteen (15) or more consecutive years of service shall receive \$1,900.00 per year.
- f. In calendar year 2019 and only in calendar year 2019, longevity payments detailed in Section 6 of this Article, subsections a through e, shall be triple (3x) in value.
- g. Employees hired after the 2018-2021 Collective Bargaining Agreement is ratified shall not be eligible to receive longevity payments.

**Section 7. OPEB Contributions Certification Stipends**

~~Effective January 1, 2017, all employees shall contribute into the Town's OPEB fund one quarter of a percent (.25%) of their earnings.~~

~~Effective July 1, 2017, all employees shall contribute into the Town's OPEB fund one half of a percent (.50%) of their earnings.~~

~~Effective and retroactive to July 1, 2018, all employees shall contribute into the Town's OPEB fund three quarters of a one percent (.75%) of their earnings.~~

~~Effective upon ratification of the 2018-2021 Collective Bargaining Agreement, no employee shall contribute into the Town's OPEB fund.~~

## **ARTICLE XVII** **INSURANCE**

### **Section 1. Life Insurance.**

- a. The Town shall provide life insurance for each member of the bargaining unit in the amount equal to two and one half times (2.5X) the employee's annual base salary rounded to the nearest thousand. The employee's spouse, at his/her expense, may purchase life insurance from the Town's carrier.
- b. The Town shall provide a line of duty accidental death and disability policy, in addition to (a) above, with a maximum death benefit in the amount equal to two and one half times (2.5X) his/her annual base salary rounded to the nearest thousand.

### **Section 2. Medical Insurance**

- a. All employees and their eligible dependent(s) shall be entitled to health care benefits. The benefits provided by the Health Reimbursement Arrangement (HRA) or equivalent plan shall be as described in Appendix B.
- b. The HRA and Account Provisions are as follows: Employees shall have a high deductible health care plan with a Health Reimbursement Arrangement (HRA). The terms of this plan set forth in Addendum B. Adjustments to the deductible for the high deductible plan may be made from time to time consistent with federal limits associated with HRA plans or based on cost savings which may be available by adjusting insurance/self-insurance limits.
- c. The Town may change insurance carriers of self-insure for any of the insurance plans listed in this Article provided the replacement coverage and benefits are substantially equal to the current coverage and benefits. The Town shall provide sixty (60) days advanced notice to the Union and shall consult with the Union prior to implementing any change.

### **Section 3. Vision/Dental Insurance**

Coverage shall be provided at benefit levels as described in Appendix C and D.

**Section 4. Prescriptions**

Prescription co-payments shall be: \$15/25/40.

Mail Order shall be twice (2X) listed amount for a 90-day supply.

**Section 5. Employee Contribution Rates**

Effective as of the ratification:

07/01/ <u>21</u>	EMPLOYEE ( <u>22.5%</u> )	TOWN ( <u>77.5%</u> )
07/01/ <u>22</u>	EMPLOYEE ( <u>22.5%</u> )	TOWN ( <u>77.5%</u> )
<u>07/01/ 23</u>	EMPLOYEE ( <u>22.5%</u> )	<u>TOWN ( 77.5% )</u>
<u>07/01/ 24</u>	EMPLOYEE ( <u>23.5%</u> )	<u>TOWN ( 76.5% ) IA</u>

**Section 6. Unpaid Leave**

Except as otherwise required by law, an employee shall be responsible for paying the full cost of his/her medical insurance benefits, for himself/herself and his/her eligible dependents, while the employee is on unpaid leave

**Section 7. Post Retirement:**

(1) The Town shall make Medicare Supplement insurance available to Medicare and CMERF-eligible retirees who meet the following conditions:

- A. The attainment of age 55 with at least 15 completed years of consecutive service; or
- B. The attainment of at least 30 completed years of consecutive service, regardless of age.

(2) The Town shall make available the following health coverage to eligible retirees achieving the CMERS specified “Normal Retirement Age:”

- a) Medical plan coverage, the same as that made available to active employees, as such coverage is from time to time negotiated and changed.
- b) The Town shall contribute the following annual amounts based on years of service and age (if applicable) at the time of retirement, for participating retirees who are not eligible for Medicare coverage:

Five Thousand Dollars (\$5,000.00) after twenty (20) completed years of service (CMERS



Normal Retirement).

Five Thousand Five Hundred Dollars (\$5,500.00) after twenty-five (25) completed years of service.

Sixty five percent (65%) of the monthly COBRA rate after thirty (30) years of service, (regardless of age).

(3) The Town shall pay the cost of providing a Medicare Supplemental health insurance policy for eligible retirees only, up to a maximum contribution by the Town of \$190 per month. When an eligible retiree (as provided in (1) above) becomes eligible for Medicare the retiree shall no longer be eligible to participate in the Town's medical plan coverage but his/her spouse may continue to participate in the Town's medical plan until he/she becomes eligible for Medicare, provided that the spouse shall be responsible for paying 100% of the monthly COBRA rate to continue such participation. It shall be the responsibility of the retiree to apply for Medicare coverage and to obtain the Medicare supplemental health insurance policy. The Town may request proof of coverage from the retiree on an annual basis. If the premium cost of the Supplemental policy for the retiree is less than \$190 per month, the Town's obligation is limited to the actual cost of the premium. Effective July 1, 2012 if the premium cost of the Supplemental policy for the retiree is less than \$190 per month, the town's obligation is limited to the actual cost of the premium.

(4) Any participant who becomes employed by another employer that provides health insurance coverage shall have the employer's health insurance plan designated as the participant's primary health insurance plan while such coverage is in effect. In the event that a participant's covered spouse is also covered under his or her employer's medical benefit plan, such other plan shall be secondary under the existing provisions of the coverage made available by the Town of Weston. All participants will be requested, at least once a year, to provide a statement to the town confirming whether they or their covered dependents have any other medical coverage. The Town agrees to extend Retiree Health benefits to employees who are Medicare eligible aged sixty-five (65) or more) as described above.

(5) Employees hired after the 2018-2021 Collective Bargaining Agreement is ratified shall not be eligible to receive retiree medical benefits or a payment towards a Medicare supplement plan as provided in this Section 7 of Article XVII, with side letters to this effect.

(6) The benefits set forth in this Article XVII Section 7 shall not be negotiated or changed for current employees and neither the Town nor Union may propose to change it, with side letters to this effect for each member.

## **ARTICLE XVIII** **PENSION**

**Section 1.** All Weston Communications Center employees shall be enrolled in the Connecticut

Municipal Employees Retirement System (CMERS). Both the Town and the bargaining unit agree to be bound by all relevant CMERS rules and regulations.

## **ARTICLE XXII**

### **GENERAL PROVISIONS**

**Section 1.** The Town shall give to each employee and to a new employee when he/she is hired, A copy of this contract, an identification card and a copy of the Rules and Regulations of the Communications Center to dispatchers and the equivalent for any other Town employees who are members of the bargaining unit. *Employee access to an electronic format of said documents shall satisfy the requirements of this section. TA*

**Section 2.** The Town shall designate one bulletin board on the premises of the Communications Center for the purpose of posting notices concerning Union business and activities or any other matter pertinent to Union business.

**Section 3.** The Town agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slow down or work stoppage during the term of this Agreement.

**Section 4.** If any Article or any Section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid unless they have direct connections and bearing on each other.

**Section 5.** Jury Duty: Special leave shall be granted to employees performing jury duty with the Town paying the difference between the jury duty pay and the employee's regular pay.

**Section 6.** The parties mutually agree that members of this bargaining-unit shall have the right to use all Town recreational areas/facilities for themselves and families and shall, for all intents and purposes, hold the status of a resident when fees are required for such use.

**Section 7.** Coffee, water, and related beverage supplies are to be provided to the Communications Center by the Town.

**Section 8.** The Town shall provide and maintain for the Communications Center a standard size refrigerator, microwave oven, toaster oven and coffee maker.

**Section 9.** Any military leave required by employees will be in accord with prevailing federal and Connecticut State laws.

**Section 10.** The Town shall, within a reasonable time after receipt of a written request from an employee, permit such employee to inspect his or her personnel file if such a file exists. Such inspection shall take place during regular business hours at the Town Hall. The Town shall keep any personnel file pertaining to a particular employee for at least one year after the termination of such employee's employment.

**ARTICLE XXV**  
**DURATION**

This Agreement shall be in effect July 1, **2021** and shall continue in effect until June 30, **2025** and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, by giving to the other party of not less than one hundred twenty (120) days written notice of intention to propose amendments. Within thirty (30) days of receipt of such notice, by either party, a meeting shall take place between the Town and the Union to confer with respect to such amendment, modification, or termination. **TA**

**FOR THE TOWN OF WESTON**

**FOR THE UNION UPSEU**

Signed:

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Samantha Nestor, First Selectwoman

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Joseph Constantino, Local President

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Ronald Suraci, Staff Representative

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Kevin Boyle, UPSEU, President

**4. Discussion/decision to hire Linda Gilmore as Senior Center Program Coordinator: I move to hire Linda Gilmore as Senior Center Program Coordinator effective today**

## **Senior Center Program Coordinator:**

The Town of Weston has an opening for a part-time Program Coordinator in its Senior Center.

The position is scheduled to work fifteen hours per week. The hourly rate shall be \$22.09. The position features paid leave. It does not provide insurance or retirement benefits.

# TOWN OF WESTON

## SENIOR CENTER PROGRAM COORDINATOR

### **Position Purpose:**

The purposes of this position are to plan, organize, and implement various Senior Center programs. S/he also evaluates the needs of the senior population it serves and seeks out new ideas and methods to provide the appropriate programs, speakers, classes and trips. The Senior Center Program Coordinator is required to exercise considerable independent judgment in administering and managing the various senior programs, trips and is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

### **Supervision:**

*Supervision Scope:* Performs responsible administrative duties requiring independent judgment and initiative in planning, organizing programs and trips. Also performs a wide variety of research skills, administrative and clerical responsibilities to provide appropriate programs for the senior population

*Supervision Received:* Works under the direction of the Senior Center Director; follows established policies where appropriate, coordinates programs as needed.

*Supervision Given:* Oversees all class teachers and program speakers as well as any contracted services

### **Job Environment:**

Administrative work is performed in a moderately quiet office with regular interruptions during the day from the seniors; frequently required to arrange furniture and equipment for events at the Center.

Requires the operation of telephones, computers, copiers, facsimile machines, and other standard office equipment.

Makes frequent contact with the seniors, Social Services, health care agencies, assisted living facilities, civic groups, transportation vendors and various speakers, teachers or performers; volunteers and the Committee on Aging. Communication is frequently in person, by telephone, e-mail and in writing.

Errors in judgment or omissions could result in delays in service, injury to others, loss of funds.

### **Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

- In consultation with the Senior Center Director, seniors, the Commission on Aging, research, develop and implement programs and activities to promote the social and emotional well-being of older persons in Weston. Research various options for programs, trips, speakers and entertainers
- Source (research), schedule and confirm all details for various programs for Senior Center which can include but not limited to: Lunch performers on Wednesdays; trips for lunch outing or restaurant visits, trips to various museums or tourism attractions in the New England area; visits to Assisted Living Facilities; speakers on health and wellness or senior living and retirement issues; booking of special authors; planning of various holiday parties and events
- Assist with planning of fundraising events for Senior Center and Friends of the Senior Center which include car show and tag sale and other events
- Assist with planning and implementation of volunteers thank you luncheon
- Collect fees as needed from various programs or obtains checks to pay appropriate vendors
- Supervises program activities in order to ensure a safe and pleasant environment for participants and staff. Attends events on evening and weekends, as needed.
- Attend monthly Commission on Aging meetings to determine the needs and wants of Seniors for programs, trips, speakers and entertainers
- Assist with calendar of events for Senior Center Newsletter and other publicity
- Hire contracted personnel to conduct classes or provide entertainment
- Hire bus and transportation services for various trips
- Provide setup assistance for all programs; maintain a clean, organized and safe senior center

**Other Functions:**

- Performs similar or related work as required, directed or as situation dictates.
- Continue to keep informed about senior populations needs
- Assist other department staff as needed to promote a team effort to serve the public.

**Minimum Required Qualifications:**

Education, Training and Experience:

The qualifications required would generally be acquired with a Associate's Degree in Gerontology, Social Services or Recreation or some closely related field and over two year of responsible recreation or senior program experience, or an equivalent combination of education, work experience and training.

Special Requirements:

Must have and maintain: CPR and First Aid certifications

Knowledge, Ability and Skill:

*Knowledge:* Knowledge of practices of senior center or recreational programming; some knowledge of social service agencies that serve seniors; knowledge of recreation, programs and social activities as are usual in a Senior Center; knowledge of and ability to coordinate the programming, operation and the request for vendors; some knowledge of social trends and indicators and their impact on senior services; knowledge of computer applications appropriate for office.

*Ability:* Ability to develop short term and long range plans for programs and activities, and to implement and evaluate such programs and activities; ability to deal effectively with town staff, the seniors and the program vendors; ability to handle multiple projects and programs at one time; ability to oversee volunteers and contracted personnel; ability to prepare and administer details to implement various programs; ability to determine appropriate cost for programs to break even

*Skill:* Excellent verbal communication skills; excellent listening skills; aptitude for working with people and maintaining effective working relationships with various groups; aptitude for working with paperwork and details; skill in using the above mentioned office equipment; skills associated with the oversee contractors; skills associated with organizing programs; strong creativity skills.

**Physical and Mental Requirements:**

Work Environment

	None	Under 1/3	1/3 to 2/3	Over 2/3
Outdoor Weather Conditions		X		
Work in high, precarious places	X			
Work with toxic or caustic chemicals	X			
Work with fumes or airborne particles	x			
Non weather related –extreme heat/cold	X			
Work near moving mechanical parts	X			
Risk of electrical shock	X			
Vibration	X			
Other				

Physical Activity

	None	Under 1/3	1/3 to 2/3	Over 2/3
Standing			X	
Walking			X	
Sitting		X		
Talking & Hearing				X
Using hands/fingers to handle/feel		X		
Climbing or balancing	X			
Stooping, kneeling, crouching, crawling		X		
Reaching with hands and arms		X		
Tasting or smelling	X			
Bending, pulling, pushing		X		
Other-Lifting and setting up tables and chairs			X	



### Lifting Requirements

	None	Under 1/3	1/3 to 2/3	Over 2/3
Up to 10 pounds		X		
Up to 25 pounds		X		
Up to 50 pounds	X			
Up to 75 pounds	X			
Up to 100 pounds	X			
Over 100 pounds	X			

### Noise Levels

	None	Under 1/3	1/3 to 2/3	Over 2/3
Very Quiet (forest, isolation booth)	X			
Quiet (library, private office)			X	
Moderate noise (computer, light traffic)			X	
Loud Noise (heavy equipment/traffic)	X			
Very Loud (jack hammer work)	X			

### Vision requirements

- Close vision (i.e. clear vision at 20 inches or less)
- Distance vision (i.e. clear vision at 20 feet or more)
- Color vision (i.e. ability to identify and distinguish colors)
- Peripheral vision (i.e. ability to observe an area that can be seen up and down or left and right while the eyes are fixed on a given point)
- Depth perception (i.e. three dimensional vision, ability to judge distances and spatial relationships)
- No special vision requirements

*(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)*

TOWN of WESTON, CONNECTICUT



Incorporated 1787

APPLICATION FOR EMPLOYMENT

**The Town of Weston is an Affirmative Action/Equal Opportunity Employer**

The Town of Weston ("Town") considers applicants for all positions without regard to race, color, religion, age, creed, sex, marital status, pregnancy, sexual orientation, citizenship status, the presence of non-job-related medical conditions or disabilities, veteran status, or any other legally protected class.

**Instructions:** Please complete this application form in its entirety, including specific dates where requested. Failure to provide all required information may result in your application being disapproved. A resume may be attached but is not a substitute for completing the application form in its entirety. Please print or type your responses.

Date of Application:

11/3/21

Position:

Senior Center Program Coordinator

**PERSONAL INFORMATION**

Last Name		First Name		Middle Name or Initial	
Gilmore		Linda		E	
Address Number	Street	City	State	Zip Code	
71	Old Easton Trk	Weston	CT	06883	
Home Phone #:			Cell Phone #:		
203-227-4505			203-216-7213		
Email Address:					
Lindag06883@SBCglobal.net					
Best time of day to contact you:					
anytime					

**AVAILABILITY**

Check all that apply:

**Schedule:**  Full-Time  Part-Time - please circle: Mornings Afternoons Evenings  
 Seasonal - Indicate dates available: from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_  
 Other (explain) \_\_\_\_\_

**Workdays:**  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

**TOWN OF WESTON EMPLOYMENT HISTORY**

Are you currently employed by the Town?  Yes  No If yes, state current position and Department:

Weston Senior Center, Assistant Program Coordinator

Have you previously worked for the Town?  Yes  No If yes, state the following:

- Dates of prior Town employment: still at the Senior Center as Assistant Program Coordinator.
- Position held at time of employment separation:
- Reason(s) for separation from Town employment:

**EDUCATION HISTORY**

**Education Level Completed:**

- Less than high school       High school or equivalent (GED)       Technical School  
 Some College       2-year College       4-year College       Graduate School

**High School Information:**

High School (name): Stamford High School  
City/State: Stamford, CT

**College Information (list all schools attended):**

College attended (name): Norwalk Community College  
City/State: Norwalk, CT  
Major(s): Secretarial Studies Degree(s) earned: Associate

**Graduate School Information (list all schools attended):**

College attended (name):  
City/State:  
Course of Study: Degree(s) earned:

**Other School/Training (list all schools/programs attended):**

School/Program attended (name):  
City/State:  
Course of Study:  
Degree(s)/Certificate(s) earned:

*(Attach additional sheets if you attended more schools or received additional degrees or certificates)*

## EMPLOYMENT HISTORY

**Instructions:** List all employment positions held by you over the last fifteen years. Begin with your current/most recent position. List all positions separately, even if with the same employer. For each position listed, provide all information requested. If you need additional space to complete your response then attach additional sheets.

**1. Employer (Name/City/State):** Town of Weston, Weston Senior Center

Employer Phone #: 203-222-2608

Position/Job Title: Assistant Program Coordinator

Start Date: 7/16 End Date:

Full-Time  Part-Time  Per diem Number of hours worked per week: 14.5

Name & Job Title of Immediate Supervisor: Wendy Petty

If still employed, may the Town contact your present employer?  Yes  No

Please list all major duties and responsibilities performed by you in this job:

Organize programs for the Senior Center  
Answer phones for the Senior Center  
Help distribute lunches each week  
Plan and go on day trips with seniors

Reason for Leaving:

Moving into an open position as Program Coordinator

**2. Employer (Name/City/State):** Westport Community Nursery School

Employer Phone #: no longer in business

Position/Job Title: Assistant Teacher / Flater

Start Date: 2005 End Date: 2014

Full-Time  Part-Time  Per diem Number of hours worked per week: 12

Name & Job Title of Immediate Supervisor:

If still employed, may the Town contact your present employer?  Yes  No

Please list all major duties and responsibilities performed by you in this job:

Assistant Teachers in the 2's program  
Substitute Teacher as needed in the school

Reason for Leaving: New opportunities

**SPECIALIZED SKILLS**

**Instructions:** Check skills/equipment that you are able to operate. Attach additional sheets if necessary.

- PC/Mac       Typewriter       Word Processing (e.g., Microsoft Word)  
 Spreadsheet (e.g., Microsoft Excel)       Other: \_\_\_\_\_

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List any machinery or equipment that you are able to operate:

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List additional information about your skills that may be helpful to the Town in considering your application:

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**REQUIRED LICENSES, CERTIFICATIONS, OR OTHER QUALIFICATIONS**

Do you currently have a valid Motor Vehicle Driver's License?  Yes  No      State: CT

Do you currently have a valid Commercial Driver's License (CDL)?  Yes  No

If you answered "Yes" to the previous question, check all that apply:

Class A       Class B       Class C      CDL License #: \_\_\_\_\_

Do you have any valid licenses or certificates which authorize you to practice a profession or trade?  
(e.g., law, nursing, psychology, plumbing, etc.)       Yes  No

Name: _____	Title: _____	
Business/Co. Name: _____	Telephone: _____	
Address: _____		
Street	City	State
Relationship to you (e.g., co-worker, supervisor, etc.): _____		
How many years? _____		
Are they still employed with the company/business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

**TERMS AND AGREEMENTS**

By signing my name on the signature line below, I am certifying:

- That the statements made by me on this application form and attachments, if any, are true and complete to the best of my knowledge, are made in good faith, and are subject to verification as a condition of employment. I understand that intentional falsification of my application materials may result in disqualification of my candidacy or termination of employment;
- That I understand and acknowledge that if offered employment with the Town of Weston, my employment may be subject to and conditioned on my taking and passing a pre-employment physical examination, pre-employment drug screening test and/or a pre-employment background check (e.g., criminal history, education verification, driving history, credit history) (requirements may vary depending on the position);
- That, if I am under the age of 18, I understand and acknowledge that if offered employment with the Town of Weston, my employment is subject to and conditioned on my providing such work permits, or other proof of eligibility to work that is or may be required by law;
- That I understand and acknowledge that, in compliance with federal law, all persons hired for employment with the Town of Weston will be required to verify identity and eligibility to work in the United States and to complete required employment eligibility verification forms upon hire.

I agree to these terms.

I do not agree to these terms.

Linda S. Silva  
Signature

11/3/21  
Date

**5. Fixing of the time and place of the regular meetings of the Board of Selectmen: I move to adopt the Board of Selectmen regular meeting schedule as presented, and that regular meetings be held remotely via Zoom and/or in person in the Town Hall Meeting Room.**

# Weston Town Charter

## Article 4 **BOARD OF SELECTMEN**

### Section 4.1 **Number of Selectmen; Holding Other Town Offices**

There shall be a Board of Selectmen consisting of the First Selectman and two additional Selectmen. No Selectman shall be employed by the Town in any other capacity or be a member of any Board or Commission except as provided in Section 5.1 relating to ex-officio membership.

### Section 4.2 **General Powers, Duties and Responsibilities**

Except as provided in Article 3, the legislative powers of the Town shall be vested in the Board of Selectmen, and the Board of Selectmen shall have the powers, duties and responsibilities conferred on them by the Constitution of the State of Connecticut and the General Statutes, as well as the Charter, including the power:

- (a)** to enact and amend ordinances consistent with the Charter and the General Statutes, and to repeal ordinances or amendments adopted under this Section;
- (b)** by ordinance, to create, change, or abolish Boards, Commissions, committees and offices of the Town other than elected offices, Boards and Commissions; provided that (i) the abolition of an appointed office or a reduction of the membership of, or the abolition of, an appointed Board or Commission provided for in the Charter must be approved by a Special Town Meeting in accordance with Section 3.4(f); and (ii) the Board of Selectmen may provide for the addition of elected alternates to the Planning & Zoning Commission;
- (c)** by resolution, to enter into agreements with the State or federal government or any agency of either such government; and
- (d)** in adopting ordinances, to incorporate all or part of any code, rules or regulations; provided that any such code, rules or regulations shall be available for public inspection in the office of the Town Clerk or online. The Board of Selectmen shall also have the power, duty and responsibility:
- (e)** to fix the charges, if any, to be made for services rendered by the Town;
- (f)** to obtain a blanket bond for such Officials as are to be bonded;



**(g)** to review and approve: (i) plans for reorganization, creation or elimination of positions and; (ii) job descriptions for Town employees who are not appointed or elected Officials but who report to the Board of Selectmen, directly or indirectly;

**(h)** at the direction of the First Selectman, to conduct a periodic review of current (two-year time span) and projected (at least five-year time span) financial, administrative, governmental, physical and other needs of the Town, and to initiate programs to meet such needs; and

**(i)** except to the extent otherwise provided by ordinance, and subject to normal budget approval, to review and act on recommendations of the First Selectman to hire, and fix the compensation for, or discharge, any Town employee at the department head level who reports, directly or indirectly, to the Board of Selectmen.

#### **Section 4.3 Procedure**

**(a)** At its first meeting, to be held not later than two weeks following each biennial Town election, the Board of Selectmen shall fix the time and place of its regular meetings and shall elect an acting First Selectman as required by Section 5.2. Special meetings of the Board of Selectmen may be called by the First Selectman or by the other two Selectmen jointly, with reasonable advance notice being given to the other member(s) of the Board. The Board of Selectmen shall determine its own rules of procedure, by reference to Robert's Rules of Order. Two members of the Board shall constitute a quorum.

## Schedule of Selectmen's Meetings for 2022

Meetings are held on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of the month except where there is an \*

January 6<sup>th</sup> and 20<sup>th</sup>

February 3<sup>rd</sup> and 24<sup>th</sup>\*(February recess)

March 3<sup>rd</sup> and 17<sup>th</sup>

April 7<sup>th</sup> and 21<sup>st</sup>

May 5<sup>th</sup> and 19<sup>th</sup>

June 2<sup>nd</sup> and 16<sup>th</sup>

July 7<sup>th</sup> and 14<sup>th</sup>

August 4<sup>th</sup> and 18<sup>th</sup>

September 1<sup>st</sup> and 15<sup>th</sup>

October 6<sup>th</sup> and 20<sup>th</sup>

November 3<sup>rd</sup> and 17<sup>th</sup>

December 1<sup>st</sup> and 15<sup>th</sup>

**6.** Election of a Selectman who shall act as First Selectman in the event the First Selectwoman is temporarily absent: **I move that Selectman Martin Mohabeer shall act as First Selectman in the event First Selectwoman Nestor is temporarily absent, pursuant to Section 5.2 of the Weston Town Charter.**

# Weston Town Charter

## Article 4 **BOARD OF SELECTMEN**

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- (c)** by resolution, to enter into agreements with the State or federal government or any agency of either such government; and
- (d)** in adopting ordinances, to incorporate all or part of any code, rules or regulations; provided that any such code, rules or regulations shall be available for public inspection in the office of the Town Clerk or online. The Board of Selectmen shall also have the power, duty and responsibility:
- (e)** to fix the charges, if any, to be made for services rendered by the Town;
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(g) to review and approve: (i) plans for reorganization, creation or elimination of positions and; (ii) job descriptions for Town employees who are not appointed or elected Officials but who report to the Board of Selectmen, directly or indirectly;

(h) at the direction of the First Selectman, to conduct a periodic review of current (two-year time span) and projected (at least five-year time span) financial, administrative, governmental, physical and other needs of the Town, and to initiate programs to meet such needs; and

(i) except to the extent otherwise provided by ordinance, and subject to normal budget approval, to review and act on recommendations of the First Selectman to hire, and fix the compensation for, or discharge, any Town employee at the department head level who reports, directly or indirectly, to the Board of Selectmen.

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#### **Section 5.2 Selection of an Acting First Selectman**

At its first meeting following each biennial Town election the Board of Selectmen shall elect from its membership a Selectman who, in the temporary absence of the First Selectman, shall act as First Selectman; provided that the acting First Selectman shall not, during the First Selectman's temporary absence, make any personnel or any significant decisions without the concurrence of the remaining member of the Board of Selectmen. If the person designated as acting First Selectman shall vacate his or her office, the Board of Selectmen shall elect a new acting First Selectman as soon as practicable after the Board has been restored to three members.

## **7. Adjournment: I move to adjourn**