

**Board of Selectmen
Regular Meeting Agenda
February 3, 2021, 7:30 pm**

Please click the link below to join the webinar:

Webinar ID: <https://us02web.zoom.us/j/88148709130?pwd=WXRhc0pKWHdpd0xscU0rVzN2cUljQT09>

Passcode: **882543**

Join by phone: **1 646 558 8656**

Meeting held remote due to Covid 19

1. Call to order
2. Pledge of Allegiance
3. Discussion/ Decision to approve a supplemental appropriation of \$5,000 for Diversity, Equity and Inclusion training for elected officials and appointed officials and Neighbors of Weston
4. Discussion/decision to approve a collective bargaining agreement with the Town Hall Union
5. Discussion/decision to approve a collective bargaining agreement with the Public Works Union
6. Discussion/decision to amend the job description for Records Coordinator
7. Interview and hire of Marina Zegarelli as Administrative Assistant in the Land Use Department
8. Interview Dana Levin for appointment to the Board of Assessment Appeals as an alternate
9. Interview of Mark Brennen for appointment to the Historic District Commission
10. Interview of Fran Sheff-Mauer for appointment to the Historic District Commission
11. Interview of Darrell Grigerick to the Parks and Recreation Commission
12. Interview of Abigail Squance for appointment to the Conservation Commission
13. Acceptance of Laura Cleary's resignation as Youth Services Director
14. Presentation of the Lachat Schedule of Large Events for 2022
15. Discussion/update with representation from the Sustainable Weston Committee
16. Adjournment

DRAFT Motions for 2/3/21 BOS Regular Meeting

1. Call to order: **No Motion**
2. Pledge of Allegiance: **No Motion**
3. Discussion/ Decision to approve a supplemental appropriation of \$5,000 for Diversity, Equity and Inclusion training for elected officials and appointed officials and Neighbors of Weston: **I move to approve a supplemental appropriation of \$5,000 for Diversity, Equity and Inclusion training for elected officials and appointed officials and Neighbors of Weston**
4. Discussion/decision to approve a collective bargaining agreement with the Town Hall Union: **I move to approve a collective bargaining agreement with the Town Hall Union, as presented**
5. Discussion/decision to approve a collective bargaining agreement with the Public Works Union: **I move to approve a collective bargaining agreement with the Public Works Union, as presented**
6. Discussion/decision to amend the job description for Records Coordinator: **I move to amend the job description for Records Coordinator, as presented**
7. Interview and hire of Marina Zegarelli as Administrative Assistant in the Land Use Department: **I move to hire Marina Zegarelli as Administrative Assistant in the Land Use Department effective February 21, 2022**
8. Interview Dana Levin for appointment to the Board of Assessment Appeals as an alternate: **No motion**
9. Interview of Mark Brennen for appointment to the Historic District Commission: **No motion**
10. Interview of Fran Sheff-Mauer for appointment to the Historic District Commission: **No motion**
11. Interview of Darrell Grigerick to the Parks and Recreation Commission: **No motion**
12. Interview of Abigail Squance for appointment to the Conservation Commission: **No motion**
13. Acceptance of Laura Cleary's resignation as Youth Services Director: **I move to accept Laura Cleary's resignation**
14. Presentation of the Lachat Schedule of Large Events for 2022: **No motion**
15. Discussion/update with representation from the Sustainable Weston Committee: **No motion**
16. Adjournment: **No motion**

DRAFT Motions for 2/3/21 BOS Regular Meeting

- 1. Call to order: No Motion**
- 2. Pledge of Allegiance: No Motion**
- 3. Discussion/ Decision to approve a supplemental appropriation of \$5,000 for Diversity, Equity and Inclusion training for elected officials and appointed officials and Neighbors of Weston: I move to approve a supplemental appropriation of \$5,000 for Diversity, Equity and Inclusion training for elected officials and appointed officials and Neighbors of Weston**

Conversations About DEI & Bias

The Town of Weston

January 2022

Date: January 26, 2022

To: Gillann Blunski, Town of Weston, DEI Committee Chair

From: Kenya Rutland, KJR Consulting, Chief Enthusiasm Officer

Re: *DEI Sessions for Elected/Appointed Officials and Neighbors of Weston*

Cc: Samantha Nestor, Town of Weston, First Selectwoman
Johnathan Luiz, Town of Weston, Town Administrator

PROJECT SCOPE

KJR Consulting (**KJR**) has been engaged to provide Town of Weston (**TOW**) with a proposal regarding a town wide initiative to re-imagine TOW through a lens of diversity, equity, and inclusion (**DEI**). TOW has recognized the need to have respectful conversations regarding operating through a DEI lens and the importance of ensuring town members across all levels embrace this work. TOW also understands the need for a partner to provide guidance in delving deep into these impactful conversations. KJR will support TOW by delivering a learning and conversation series that is customized to the lived experience of participants.

PROPOSED COMPONENTS & OBJECTIVES

TOW has been recognized as a strong community that has cherished the concepts of acceptance and democracy since its founding. In KJR's conversation with TOW, several representatives recognized that there have been challenges and identified a need to re-imagine the town through a DEI lens through guided conversations. To continue evolving as an accepting community, TOW representatives agreed that the entire town must be invested in the work to ensure the conversations makes a profound impact community-wide.

To strengthen TOW's understanding and to develop a commitment to DEI, KJR and TOW have identified four distinct TOW audiences as pillars of influence in the town who need to be engaged if the work will succeed. These four groups need to be guided through discussions that are catered to their lived experience and focus on how their unique responsibilities connect to TOW's need for operating through a DEI lens.

The audiences are elected and appointed officials, department heads, town staff, and the community at large (neighbors). This proposal outlines an approach to start with two as outlined below.

Elected & Appointed Officials – “Inclusive Town Leadership”

The first group identified by KJR and TOW are elected and appointed officials. As leaders in governance and setting policy, elected officials must evaluate how to act, communicate, and prioritize in an inclusive manner. KJR will guide a conversation that will:

- Provide clarity and alignment on DEI terminology and the business case for inclusion.
- Introduce the 6 traits of inclusive leadership and provide a forum for leaders to assess their personal and interpersonal behaviors against these.
- Identify barriers to achieving inclusion and the impact they have on the town.
- Explore the topic of bias and how it informs our behaviors, actions, and interactions.
- Provide tools for decoding and disrupting moments of bias in real time.
- Align and agree on behavioral commitments utilizing the “Leadership Shadow” that will help leaders uphold an inclusive approach to their responsibilities in word and action.

Neighbors of Weston – “Community Conversations about DEI”

The second audience is the community at large, the Neighbors of Weston. TOW desires to become a welcoming community where residents want to live and return to. With DEI serving as a crucial component in fostering a welcoming atmosphere, KJR will facilitate a DEI conversation series guiding the community through understanding the key concepts of DEI, evaluating how deeply rooted bias can impact interactions with each other and discussing the systemic influence of race.

- Create a common language for community members around diversity, equity, and inclusion.
- Explore the science of bias and the impact of default thinking in community interactions
- Learn tools, strategies, and techniques to decode and disrupt bias in real time.
- Provide a high-level introduction to race and racism and lead a brief discussion on the systemic effect on achieving the goals and outcomes of inclusion and equity.

INVESTMENT AND LOGISTICS

The following schedule outlines our proposed investment schedule for the components above:

Service	Length	# of Sessions	Price/Each
Elected & Appointed Officials Conversation	2 hours	2	\$2,500
Community Conversation	2 hours	2	\$2,500
Total			\$10,000

This investment schedule includes developing customized content and facilitation. This proposal assumes that all sessions will be held virtually.

4. Discussion/decision to approve a collective bargaining agreement with the Town Hall Union: **I move to approve a collective bargaining agreement with the Town Hall Union, as presented**

COLLECTIVE BARGAINING AGREEMENT

between

THE TOWN OF WESTON

And

THE WESTON TOWN HALL EMPLOYEES UNION

Local 866

COUNCIL#4

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

AFL-CIO

July 1, ~~2018-2021~~ - June 30, ~~2021~~2025

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This Agreement entered into by and between the Town of Weston, hereinafter referred to as the "Town", and the Weston Town Hall Employees Union, Local 866 of Council # 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, 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.

NOW, THEREFORE, the parties agree as follows:

Article 1

1.1 The welfare of the Town and its employees is dependent upon the services the Town renders to the public. Improvements in Town services and economy in operating and maintaining expenses are promoted by willing cooperation between the Town's Management and the Town's employees. An obligation rests upon the Town's Management, upon the Union, and upon each employee to render honest, efficient and economical service.

1.2 A spirit of cooperation between the Town's Management and the Union should prevail, and all parties will conduct themselves so as to promote this spirit. To that end, 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.

Article 2 UNION RECOGNITION

2.1 The Town recognizes the Union as the exclusive representative, for purposes of collective bargaining with respect to wages, hours, employee benefits and other conditions of employment, for all non-seasonal employees of the Town who work more than 15 hours per week and who were not members of any other collective bargaining unit existing as of March 30, 2005, including the ~~Town Engineer and~~ Social Services Director, and excluding the following positions: First Selectman, Administrative Assistant to the First Selectman, Town Administrator, Finance Director/Assistant Town Administrator, Town Engineer, Registrars of Voters, Treasurer, Parks & Recreation Director, Town Clerk, Police Chief, Public Works Director, Department Heads, Library Director, Supervisors, Library employees regularly scheduled to work less than twenty (20) hours per week, and any other positions excluded by statute or applicable law in accordance with the provisions of MERA, inclusive of the right of professionals to have a separate vote. Unless otherwise specified, the terms "employee" and "employees" as used in this Agreement shall refer to the members of the Union.

Article 3 UNION SECURITY

~~3.1 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. The Town will provide each current employee with a copy of this Agreement within thirty (30) calendar days after this Agreement is fully executed. The Town will provide a copy of this Agreement to each new employee who is subsequently hired within ten (10) days after such employee commences work with the Town.~~

~~3.2 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 fee in an amount equal to the regular monthly Union dues, and/or other applicable fees as provided in Article 4.~~

~~3.3 The Town will provide each current employee with a copy of this Agreement within thirty (30) calendar days after this Agreement is fully executed. The Town will provide a copy of this Agreement to each new employee who is subsequently hired within ten (10) days after such employee commences work with the Town.~~

Article 4 DUES DEDUCTIONS

~~4.1 The Town agrees to deduct Union membership dues or service fees once each month from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made. All employees will be offered an opportunity to join the Union. Employees who elect to join the Union shall sign and deliver to the Union an authorization for the payroll deduction of membership dues/fees of the Union. Such authorization shall be delivered to the Town. Upon receipt of a signed authorization card, the Town agrees to deduct from the wages of the employee such Union dues/fees. Such deductions shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Town by written notice that the employee no longer desires to be a member of the Union. The Union reserves the right to modify and or replace any such authorization form. The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.~~

~~4.2 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.~~

~~4.3 — 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.~~

~~4.4 — It is also agreed that neither any employee nor the Union shall have any claims against the Town for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Town within thirty (30) days after the date such deductions were or should have been made.~~

~~4.5 — Deductions shall be made in the first pay period of each month, except when an employee is not on the Town's payroll for that pay period. In the event that an employee is not on the Town's payroll during the first pay period of a month, then the required deduction shall be made in the first available pay period for the employee in the month.~~

Article 5
MANAGEMENT RIGHTS

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. 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 the Town's mission and 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 departments' missions.
- (d) To direct the working forces.
- (e) To hire and assign or transfer employees within the departments 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, regulations, policies and procedures.
- (i) To introduce new or improved methods, equipment or facilities.
- (j) To update written job descriptions for all positions provided such changes are consistent with the type or grade of work for the particular position, subject to the MERA.
- (k) To take any and all actions as may be necessary to carry out the mission of the Town and its departments 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 6
VACANCIES AND LAYOFFS

6.1 If a new position is established covered by this Agreement, or if a vacancy arises in a position covered by this Agreement, the Town shall provide to the president of the Union a notice of the availability of such new or vacant position before the Town advertises the availability of the new or vacant position. The Union's president (or his/her designee) shall be permitted a reasonable amount of time during normal working hours to post such notice on bulletin boards at each location specified in Article 21.4 of this Agreement. Notice of any new or vacant position shall include a job description, pay rate, and qualifications for the position.

6.2 Any Union member who wishes to apply for any new or vacant position must do so within ten (10) working days after the notice of the availability of the position is provided by the Town to the president of the Union. The Town shall consider all timely applications submitted by Union members before considering applications submitted by any other persons. Any Union member who applies to fill any new or vacant position shall be hired to fill the position if the Town determines (i) that Union member has the qualifications for the position as outlined in the posted notice of the availability of the position, and (ii) that the Union member has a satisfactory performance record in connection with his or her prior employment with the Town. If two or more qualified-Union members apply to fill a new or vacant position, the Union member with the most seniority shall be chosen to fill the position unless the Town determines that the performance record of the Union member with less seniority is better than the performance record of the Union member with the most seniority. Any disputes under this section shall be subject to the grievance procedure in this Agreement.

6.3 If any position within the collective bargaining unit covered by this Agreement is eliminated, the Union member who held such position shall have bargaining unit-wide bumping privileges with respect to all other positions in the bargaining unit that (i) have the same or lower job classification as the position eliminated, and (ii) are held by bargaining unit employees who have less seniority than the employee whose position was eliminated. If any bargaining unit employee is bumped from his or her position, the bumped bargaining unit employee shall have bargaining unit-wide bumping privileges with respect to all other positions in the bargaining unit that (i) have the same or lower job classification as the position previously held by the bumped employee, and (ii) are held by bargaining unit employees who have less seniority than the bumped employee.

6.4 A bargaining unit employee shall only be entitled to exercise bumping privileges and fill a position held by another bargaining unit employee with less seniority if the Town determines that the bumping employee is qualified to fill the position of the bumped employee in accordance with the qualifications for the position set forth in the job description for the position.

6.5 If an employee is laid off from work with the Town and the employee's job position is restored within one (1) year following the employee's layoff, the Town shall offer the restored job position to the laid off employee. Any employee on layoff who is offered his/her restored job position shall have two (2) weeks to notify the Town of his/her acceptance of the restored job position, and must return to work within one (1) week of acceptance unless otherwise mutually agreed by the Town and the employee. Upon recall and reinstatement as provided herein, any laid off employee shall be credited with all previously accrued seniority.

6.6 Whenever, a bargaining unit position becomes available while any bargaining unit employee is on layoff, it shall be offered to all laid off bargaining unit employees in order of their seniority and no new employee shall be hired until all laid off employees have been given an opportunity to return to work, and providing the Town determines that the employee recalled is qualified to fill the vacancy as set forth in section 6.2 of this Agreement. If no laid off bargaining unit employee is hired to fill the position, the Town may fill the position from other sources in accordance with the applicable procedures set forth in this Agreement.

6.7 Employees shall retain recall rights for one (1) year from the date of layoff and upon reinstatement shall be credited for all previously accrued seniority.

6.8 Officers and Stewards of the Union shall be deemed to have top seniority in the event of a layoff.

Article 7 JOB CLASSIFICATIONS

7.1 For purposes of salary administration and eligibility for overtime payments and employee benefits, the Town's employees shall be classified as follows:

- (a) Full-Time Regular Employees. Employees hired to work the Town's normal, full-time, thirty-seven and one-half (37.5) hour workweek on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. The thirty-seven and one-half (37.5) hour workweek includes one hour for lunch each day, which means employees actually work thirty-two and one-half (32.5) hours per week during their regular workweek.
- (b) Part-Time Regular Employees. Employees hired to work fewer than thirty-seven and one-half (37.5) hours per week but more than fifteen (15) hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below.

- (c) Probationary Employees. New employees shall serve a probationary period of one hundred eighty (180) calendar days. All employees, after completion of the probationary period, shall become regular employees and shall acquire a length of service record as of their original date of hire.

7.2 Seasonal Employees. Persons hired by the Town to work full-time or part-time with the understanding that their employment will be limited to seasonal work. Seasonal work means working for a period of not more than one hundred twenty (120) calendar days in any calendar year. Seasonal employees are non-Union employees, and are not subject to Union dues or service fees.

7.3 Temporary Employees. Employees hired by the Town to work full-time or part-time, with the understanding that their employment will be terminated no later than upon completion of a specific assignment or time period, as specified below. Temporary employees may be "exempt" or "nonexempt" as defined below. Temporary employees are non-Union employees and are not subject to Union dues or service fees. Temporary employees may be used in the following instances.

- (a) Position Vacancy. In the event a bargaining unit employee resigns, or is terminated, the Town may hire a temporary employee to fill this vacancy for a period not to exceed 60 days. The Town shall make a good faith effort to fill the position with the 60 calendar days.
- (b) Leave / Suspension. In the event an employee is on suspension or approved leave (military, sick, vacation, maternity, etc.) the Town may hire a temporary employee for the duration of the employee's absence.
- (c) Special Projects. The Town may hire temporary employees to complete special projects, for a duration not to exceed 30 calendar days.

7.4 All persons employed by the Town will be informed of their employment classification and status as an exempt or non-exempt employee in the letter of appointment. When there is a change in an employee's status as a result of a promotion, transfer, or otherwise, the Town will issue a letter identifying the employee's new position, title and status.

- (a) Non-exempt Employees. Employees who meet the federal and state tests which define non-exempt employees. Non-exempt employees are entitled to payment for overtime work and, therefore, are paid at the rate of time and one-half (i.e., one and one-half (1.5) times their regular rate of pay) for all hours worked beyond forty hours in a workweek.

- (b) Exempt Employees. Employees who meet the federal and state tests which define exempt employees. Exempt employees are not eligible to be paid overtime for work performed beyond forty hours in a workweek.

Article 8 SENIORITY

8.1 The seniority of all employees employed in positions covered by this Agreement at the time of its initial ratification shall be defined as the length of an employee's continuous service with the Town in any compensated position.

8.2 Employees hired into a position covered by this Agreement after the date of its initial ratification shall receive no seniority credit for any prior Town service. Seniority for such employees shall be defined as the length of continuous service with the Town in a position covered by this Agreement.

8.3 All seniority calculations shall be on a pro rata basis.

8.4 The Town shall make available to the Union, at the time of execution of this Agreement, and annually thereafter on July 1, a list of all employees in the bargaining unit which shows each employee's seniority by time of service within the bargaining unit. The list shall include the employee's position, title and current rate of pay.

8.5 Seniority shall not be broken by vacation, sick time, military service, any authorized leave of absence, or any period of layoff for any employee who is reinstated within one year as provided in Section 6.5, 6.6 and 6.7 of this Agreement (Vacancies & Layoffs).

8.6 Any employee who resigns from employment with the Town or is discharged for just cause shall lose all seniority.

Article 9 COMPENSATION & RECORDKEEPING

9.1 It is the policy of the Town to comply with all applicable laws that require records to be maintained of the hours worked by Town employees. Accordingly, each employee is required to fill out on a daily basis a time sheet that records the hours worked during the day by the employee. To ensure that accurate records are kept of accrued vacation time, sick time, and other absences, employees also must record all absences on their bi-weekly time sheets. The employee's time sheets must be approved and initialed by the employee's Supervisor on a bi-weekly basis, and then submitted to the Finance Department.

9.2 Notice of Absence. Each employee is required to promptly report any absence from work by notifying their supervisor of the absence and the reason for the absence.

9.3 Rates of Pay. The hourly rates of pay and status of all employees in the Union as of July 1, ~~2018-2021~~ are set forth in Appendix A attached to this Agreement.

- (a) Effective and retroactive to July 1, ~~2018-2021~~, the general wage increase for all Union employees for the period July 1, ~~2018-2021~~ through June 30, ~~2019-2022~~, shall be ~~two point two five one and one half~~ percent (~~2.251.50~~%). This retroactive pay shall include all hours worked by employees.
- (b) Effective ~~and retroactive to~~ July 1, ~~2019-2022~~, the general wage increase for all Union employees for the period July 1, ~~2019-2022~~ through June 30, ~~2020-2023~~ shall be ~~two point five two and four tenths~~ percent (~~2.502.40~~%). This retroactive pay shall include all hours worked by employees.
- (c) Effective July 1, ~~2020-2023~~, the general wage increase for all Union employees for the period of July 1, ~~2020-2023~~ through June 30, ~~2021-2024~~ shall be ~~two point five two and four tenths~~ percent (~~2.502.40~~%).
- (d) Effective July 1, 2024, the general wage increase for all Union employees for the period of July 1, 2024 through June 30, 2025 shall be three percent (3.00%).

Effective and retroactive to 7/1/2021 the position of payroll/Benefits Accountant shall receive a one-time equity increase of five dollars and fifty cents (\$5.50) per hour to the existing rate of pay on 6/30/2021, in addition to the aforementioned yearly general wage increases.

9.4 Hours of Work.

- (a) Full-Time Regular Employees. The normal workweek for full-time regular employees is thirty-seven and one half (37.5) hours, divided into five days, Monday through Friday, with employees scheduled to work seven and one-half (7.5) hours per day, 9:00 a.m. to 4:30 p.m., including one hour for lunch. Actual hours of work for full-time regular employees are normally thirty-two and one half (32.5) per week, or six and one half (6.5) hours per day, as a result of the paid lunch hour for such employees. The normal working schedule for full-time regular employees is set forth on Appendix B to this Agreement.
- (b) Part-Time Regular Employees. The normal workweek and schedule of hours to be worked by all part-time regular employees are determined by the Town and indicated in writing to the employee. The normal working schedule for part-time regular employees is set forth on Appendix B to this

Agreement.

- (c) Seasonal Hours. Employees working in the Library and in the Parks and Recreations Department may be required to work different seasonal hours as determined by the Town, acting through the Department Head.
- (d) Attendance at public meetings outside of an employee's regular working hours is sometimes required as part of an employee's regular and recurring duties.

9.5 Pay Period. All Town employees are paid by check on a bi-weekly basis for work performed during the preceding full two weeks. If a scheduled payday falls on a holiday, employees will usually be paid on the day after the holiday. The workweek starts on Sunday at 12 a.m. and ends on Saturday at 11:59 p.m. All required deductions, such as for federal, state and local taxes; all authorized deductions such as for Union dues or service fees; and all required legal deductions such as garnishments, will be withheld automatically from employees' wages. Direct deposit may be offered as an available service to employees and may be elected by completing and submitting the appropriate forms available from the Town Finance Department.

9.6 Overtime. All non-exempt employees will be paid overtime for time over 40 hours in a workweek, except that hours in any workweek attributable to vacation time shall not count in calculating workweek hours for overtime purposes. Employees eligible for overtime shall be paid for overtime hours at the rate of one and one-half (1.5) times their regular hourly rate of pay. Exempt employees shall not be eligible for overtime.

9.7 Compensatory Time. In lieu of overtime pay, with the prior approval of their immediate supervisors employees may elect to substitute compensatory time for overtime. Any such compensatory time must be taken by the employee in the same pay period that the overtime was worked by the employee.

9.8 Flexible Spending Accounts and other Programs. The Town will make Flexible Spending Accounts available to eligible employees in accordance with and as permitted by Section 125 (or similar provision) of the IRS Code. The Town will make available to eligible employees, in accordance with and as permitted by applicable law, the opportunity to participate in the following plans or such similar plans as may be made available from time to time by the Town:

- AFLAC Short-term Disability coverage
- AFLAC Section 125 Cancer Protection coverage
- AFLAC Section 125 Accident Protection coverage
- Aetna / ING Deferred Compensation Plan
- Section 125 Flexible Medical Savings Plan
- Section 125 Flexible Dependent Care Plan
- Section 529 College Savings Plan

Eligible employees participating in any such plans will be permitted to fund their contributions to their plans through payroll deductions.

9.9 Longevity Pay: Effective July 1, 2016 employees with at least five (5) completed years of service in a bargaining unit position shall receive an annual longevity payment calculated at the rate of thirty five (35) dollars per year of service. Service time shall be calculated as described in Article 8, and shall be paid no later than the second pay period after the start of the fiscal year July 1.

9.10 Retiree pre-Medicare eligible health insurance subsidy/OPEB contribution:

Effective July 1, 2018, employees will pay into the Town OPEB account at a rate of one percent of gross earnings. Effective ~~upon ratification~~ February 27, 2020, employees shall not pay into the Town OPEB account.

Article 10 HOLIDAYS

10.1 All regular full time and regular part time employees shall be paid for a total of ~~fourteen~~ fifteen (~~14~~15) holidays within a fiscal year as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Floating Holiday
<u>Juneteenth</u>	

10.2 With the approval of the Town Administrator, an employee may exchange up to three (3) holidays for days of religious observance. Such exchange shall not be capriciously or arbitrarily denied.

10.3 If any of the listed holidays falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Friday before shall be considered the holiday. If any of the listed holidays falls on a scheduled vacation day, the holiday shall not be counted toward vacation time.

10.4 Regular part-time employees who are covered by this Agreement shall receive paid holidays on a pro-rata basis and shall be paid such holiday time on the basis of his/her average weekly hours which will be computed based upon the hours and number days the employee is normally scheduled to work.

Article 11 VACATION

11.1 Annual paid vacations are provided to full-time regular employees and, on a pro-rated basis, to part-time regular employees who work 15 hours per week or more.

11.2 Employees hired between the first and 20th of the month shall begin to accrue vacation from the date of hire. Employees hired on or after the 21st day of the month shall begin to accrue vacation as of the first day of the following month.

11.3 Vacation time is accrued and scheduled on a monthly, pro rata basis. Vacation time is accrued and scheduled as follows:

- (a) Two (2) weeks annually for employees who have completed at least one (1) year of full-time service but less than five (5) years of full-time service, accrued at a rate of five-sixths (5/6) of a day per month.
- (b) Three (3) weeks annually for employees who have completed at least five (5) years of full-time service but less than ten (10) years of full-time service, accrued at a rate of 1 1/4 days per month.
- (c) Four (4) weeks annually for employees who have completed at least ten (10) years of full-time service, accrued at a rate of one and two thirds (1 2/3) days per month, plus one (1) day of vacation for each year of full-time service beyond the completion of ten (10) years of full-time service up to a maximum of five (5) weeks' vacation for fifteen (15) years of full-time service, accrued on a pro rata basis.

11.4 Employees may not take more than two (2) consecutive weeks of vacation (i.e., 10 consecutive days of vacation) without the prior approval of the Town Administrator.

11.5 All eligible employees shall be paid for vacation at their then-current rate of pay.

11.6 Vacations will be granted and scheduled for employees throughout the year subject to the demands of service as determined by their supervisors and subject to the approval of the Town. Employees shall submit their vacation requests to their supervisors, on the required vacation request form, in a timely manner. Vacation request forms as approved by an employee's supervisor shall be forwarded to the Town Administrator.

11.7 Unused vacation days may be accumulated to no more than 1.25 times the amount of the employee's annual vacation accrual rate, not to exceed thirty (30) days.

11.8 Upon an employee's termination of service with the Town, any accrued vacation days earned by the employee but not used prior to termination of service shall be paid to the employee. If the employee's service with the Town terminates due to the employee's death, any accrued unused vacation as provided herein shall be paid to the employee's estate.

Article 12 SICK LEAVE

12.1 Full-time regular employees and part-time regular employees who work 15 hours per week or more are eligible to receive paid sick leave when they are absent from their jobs with the Town for any of the following reasons:

- (a) Due to illness or injury of the employee that is not the subject of a workers compensation claim.
- (b) When the employee is required to undergo medical, optical, or dental treatment, but 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 or her household. requires the employee's personal attendance. Immediate family for purposes of this subsection is defined as a spouse, child, father, mother, sister, brother, mother-in-law, or father-in-law. A maximum of three (3) sick days per fiscal year may be used for this purpose. In order to be eligible for this sick leave, the Town Administrator may require an employee to submit a physician's statement attesting to the need for the employee's personal attendance due to the illness of an immediate family member.
- (d) Enforced quarantine required by a physician or Public Health Department.

12.2 Full-time regular employees shall accrue and earn sick days at the rate of 1.25 sick days per month of service each year, up to fifteen (15) sick days per year. Employees hired between the first and 20th of the month shall begin to accrue sick leave from the date of hire. Employees hired on or after the 21st day of the month shall begin to accrue sick leave as of the first day of the following month.

12.3 Part-time regular employees who work 15 hours per week or more shall accrue and earn sick days on a pro rata basis, up to 15 sick days per year. For example, if a part-time regular employee works an average of 20 hours per week, then the average work day is 4 hours, a sick day is 4 hours and the employee would receive 4 hours of pay for each sick day.

12.4 Eligible employees requesting sick leave shall do so by promptly notifying

their supervisor and recording the use of sick leave on their weekly time sheets. Any employee on paid sick leave in excess of three (3) days may be required to submit to the Town Administrator a statement by a physician attesting to the reason for the employee's sick leave.

12.5 Unused sick days may be accumulated and carried over from year to year. Employees hired prior to July 1, 2019 are eligible to accumulate no more than one hundred and fifty (150) sick days at any given time. However, employees that have accumulated over one hundred fifty (150) sick days as of the date of ratification of this collective bargaining agreement shall be credited with the number of sick days in excess of one hundred and fifty (150) days. The specific amount of excess sick time to be credited to said employees is shown in Appendix D. Excess credited time that is utilized by those employees listed in Appendix D cannot be replenished. For example, if an employee credited with twenty (20) days of sick time in excess of the one hundred and fifty (150) day cap utilizes thirty (30) days of sick time, then said employee would have one hundred and forty (140) sick days available for use and would be able to accumulate only ten (10) more days of sick time for a maximum accumulated amount of one hundred and fifty (150) days. Employees hired on or after July 1, 2019 are eligible to accumulate no more than one hundred (100) sick days at any given time, with no exceptions.

12.6 Upon retirement (defined as collection of a MERS regular or disability pension), involuntary layoff, or death, an employee or his estate shall receive payment for up to fifty (50) days of unused, accumulated sick leave. To qualify for payment, employees must provide at least sixty (60) calendar day's written notice of retirement to the Town Administrator. Further, employees hired prior to July 1, 2015 must have at least ten (10) years of service credit with the Town to qualify for the sick leave payout. Employees hired July 1, 2015 or later must have a minimum of fifteen (15) years with the Town to qualify for this payout. Employees hired after January 1, 2017 must have a minimum of fifteen (15) years with the Town and be of CMERS designated "normal retirement age" to qualify for this payout. Employees hired on or after July 1, 2019 must have worked a minimum of twenty (20) years with the Town and be of CMERS designated "normal retirement age" to qualify for this payout.

12.7 Sick leave for an eligible employee shall continue to accrue during the time the employee is absent from work on authorized sick leave, injury leave, vacation, or other paid leave as provided for in this Agreement.

Article 13 FAMILY AND MEDICAL LEAVE

13.1 Eligible employees will be granted Federal family and medical leave ("FMLA Leave") in accordance with applicable law.

13.2 Employees requesting FMLA Leave must provide the Town with at least thirty (30) days advance notice before FMLA Leave is to begin, if the need for FMLA Leave is reasonably foreseeable. In emergency situations, or where the need for FMLA Leave is not foreseeable, employees must provide the Town with notice of the need for FMLA Leave as soon as is practicable under the circumstances.

13.3 When requesting FMLA Leave, employees shall provide the Town with notice of the reason(s) for the FMLA Leave, the anticipated start and duration of the FMLA Leave, and are required to provide medical certification of the serious health condition for which FMLA Leave is being requested.

13.4 Eligible employees may elect to substitute any accrued vacation or eligible sick leave for any part of the approved FMLA Leave.

13.5 Employees on approved FMLA Leave are required to provide the Town, at the Town's request, with periodic reports on the status of the serious health condition and the employee's intent to return to work upon completion of the FMLA Leave. The Town may require employees to furnish recertification relating to a serious health condition during approved FMLA Leave as authorized by applicable law.

13.6 Employees on approved FMLA Leave are required to notify the Town at least two (2) work days prior to the date they intend to return to work from FMLA Leave. The Town may require the employee to present a fitness-for-duty certificate prior to being restored to employment.

Article 14 OTHER LEAVE

14.1 Bereavement Leave. Bereavement leave of three (3) days without loss of pay shall be granted to any employee in the event of a death in the employee's immediate family. Immediate family for purposes of this section is defined as spouse, civil union partner, child, father, mother, sister, brother, mother-in-law or father-in-law.

14.2 Military Leave. An employee who is a member of the National Guard or the military reserves, or of the military or naval forces of the United States, and who is required to attend required training or service, shall be granted time off without pay to meet the required military obligation. Employees may elect to use their accrued and unused paid vacation leave as part of their military leave. Employees who are in the National Guard or the military reserves and are called to active duty shall be granted leave without pay, shall be able to continue their health benefits at no cost, and shall be entitled to return to work with the Town following the conclusion of their military service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees returning from active duty must report for work with the Town within two weeks after their return unless they have served more than 180 days, in which event they must report for work with the Town within 90 days of their return.

14.3 Training and Development Leave. The Town Administrator may authorize

leave with or without pay, as well as the reimbursement of reasonable expenses incurred, for professional meetings, conferences, courses or other training and development undertaken by employees to further their education and professional development. Prior approval by the Town Administrator of any such training and development leave is required. In order to receive reimbursement from the Town for authorized training and development expenses, employees must submit the required expense reimbursement form with itemized receipts for the expenses for which reimbursement is sought.

14.4 Jury Duty. Employees will be granted leave for the purpose of rendering required jury service. 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 up to a maximum of five working days per calendar year, unless additional days are authorized by the Town Administrator. To qualify for jury duty leave, employees must submit to their supervisors a copy of the summons to serve as soon as it is received. In addition, employees must submit proof of service to their supervisors when the period of jury duty is completed. Employees are required to be at their regular work location when their physical presence as a juror is no longer required by the Court.

14.5 Unpaid Leave. Upon the written request of any employee submitted to the Town Administrator, the Town may in its discretion grant the employee a personal leave of absence without pay for a period of up to one year.

14.6 Reinstatement Upon Return From Approved Leave.

- (a) Subject to applicable law, a bargaining unit employee who returns from approved leave of up to one (1) year shall be entitled to reinstatement to the position in which he or she was employed on the date the approved leave commenced or in an equivalent position which the employee is qualified to perform if employment in the original position is impossible or unreasonable due to a change in the Town's circumstances. The hiring of a temporary employee to fill a vacancy due to approved leave shall not constitute a change in the Town's circumstances for purposes of this Agreement.
- (b) A bargaining unit employee on approved leave of one (1) month or more shall, at the Town's request, provide periodic written updates as to the employee's status (including medical condition when the employee's approved leave is for medical reasons) and anticipated return to work date, and shall also provide the Town with written confirmation of the employee's return to work date at least two (2) weeks in advance of the return to work date.
- (c) Absence from work due to suspension or other disciplinary action does not constitute "approved leave" for purposes of this Section.

14.7 Union Business Leave. 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. Two (2) members of the Union's Grievance Committee shall be granted the right to attend meetings with the Town Administrator during their normal working hours, without loss of pay, for the purpose of processing grievances at Step Two.

14.8 Injury Leave Compensation. During an employee's absence from work with the Town due to a work related injury that qualifies for workers compensation, the Town will continue to pay to the employee at his/her regular pay for such period of time as the employee has sick leave available to make up the difference between the amount of workers compensation benefits payable and the employee's regular pay; the Town shall receive reimbursement of the amount of workers compensation benefits payable in connection with the employee's work related injury; and the Town shall charge and reduce the employee's available sick leave for the amount of time attributable (at the employee's regular rate of pay) to the difference between (i) the amount of the employee's regular pay, and (ii) the amount of the workers compensation benefits reimbursed to the Town, commencing on the date of the employee's absence due to injury and continuing until the date the employee is able to return to work or exhausts his/her available sick leave, whichever occurs first. If an employee who is out of work due to a work related injury exhausts his/her available sick leave as provided herein, the Town shall thereafter only pay to the employee an amount equal to the amount of the workers compensation benefits that are being reimbursed to the Town as a result of the employee's work related injury.

Article 15 HEALTH AND DENTAL INSURANCE

15.1 Health Insurance. Health insurance coverage shall be made available for all regular employees hired prior to July 1, 2019 that are working an average of twenty (20) hours or more per week. Employees hired on or after July 1, 2019 shall be eligible for health insurance provided that they are scheduled to work an average of twenty five (25) hours or more per week. An eligible employee who elects to be covered in the Town's health insurance plan may also elect coverage for the employee's spouse and dependents in accordance with the terms of the plan. Coverage begins the first of the month after the employee's effective hire date and ends the last day of the final month of employment. The available health insurance plans and benefit levels are set forth in Appendix C to this Agreement.

15.2 Health Insurance Buy-Out. Employees who are eligible for the Town's health insurance plan may opt out of the Town's health insurance program, and receive a buy-out payment, if they are enrolled in a health insurance plan from another source. Employees electing this buy-out option will be paid an amount equal to forty percent (40%) of the Town's averted premium cost for its standard medical and drug coverage plan, exclusive of any costs for dental or vision insurance plan coverage. Effective June 30, 2013, the buy-out rate shall be 35%. Health insurance buy-out payments will be

made to the employee in equal installments through regular payroll commencing when the employee elects the buy-out and ceases to participate in the Town's health insurance plan and continuing for the entire period of the employee's non-participation. Employees receiving health insurance via their participation or their spouse's participation in the Weston Fire Department shall not be eligible to receive the Health Insurance buy-out.

15.3 Dental insurance coverage shall be made available for all regular employees working an average of twenty (20) hours or more per week. Employees hired on or after July 1, 2019 shall be eligible for dental insurance provided that they are scheduled to work an average of twenty five (25) hours or more per week. The available plan and benefit levels are set forth in Appendix C to this Agreement.

15.4 Vision insurance coverage shall be made available for all regular employees hired on or after July 1, 2019 working an average of twenty (20) hours or more per week. Employees hired on or after July 1, 2019 shall be eligible for vision insurance provided that they are scheduled to work an average of twenty (25) hours or more per week. The available plan and benefit levels are set forth in Appendix C to this Agreement.

15.5 Insurance Contribution Rates. Eligible employees who elect coverage in the Town's health, dental and/or vision plans shall be responsible for paying insurance coverage contributions ("Contributions") at the following rates:

- Effective ~~and retroactive to~~ July 1, ~~2018~~2021 ~~19.0~~21.0%
- Effective ~~and retroactive to~~ July 1, ~~2019~~2022 ~~20.0~~21.0%
- Effective ~~and retroactive to~~ July 1, ~~2020~~2023 ~~21.0~~21.0%
- Effective July 1, 2024 21.5%

Employee Contributions shall be calculated as the total cost of the insurance premium, premium equivalents or Town contributions for the employee's participation in Town health, dental and/or vision insurance plans and/or applicable Health Reimbursement Account (HRA) contributions.

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

15.7 The Union shall designate an Insurance Committee comprised of two (2) employees who shall be responsible for monitoring matters relating to the health, vision and dental insurance benefits that are made available to employees under this Agreement. The Town shall make reasonable efforts to keep the Union's Insurance Committee members informed of any significant developments concerning

contemplated or proposed changes in carriers, plans or coverage's with respect to the health and dental insurance benefits under this Agreement.

15.8 Notwithstanding the listing of specific carriers, administrators and plans, the Town reserves the right to change carriers, administrators, funding methods or claims procedures, or to implement recommended cost containment procedures, provided the resulting benefits are substantially equivalent to the benefits in effect immediately prior to the change, and provided the cost to employees who comply with such procedures is not greater than it would have been if such changes had not been implemented.

Article 16 LIFE INSURANCE, DISABILITY INSURANCE

16.1 Life Insurance. Full-time regular employees and part-time regular employees who work twenty (20) hours per week or more shall be provided life insurance at Town expense, with the amount of the life insurance equal to two and one-half (2.5) times the amount of the employee's annual base salary or compensation.

16.2 Disability Insurance. The Town may make disability insurance available to employees. Employees who elect to participate in any disability insurance plan that may be made available by the Town shall be solely responsible for paying the cost of such disability insurance.

Article 17 RETIREMENT BENEFITS

17.1 Pension Plan. The Town contributes to the Municipal Employee Retirement Fund ("MERF") for all eligible employees. The Town and its employees agree to adhere to all MERF administrative and participation rules and regulations.

17.2 Health Insurance Benefits for Retirees at age 65.

- (a) Any employee hired prior to July 1, 2019 who retires from employment with the Town with at least fifteen (15) years of service credit and has attained the age of sixty-five (65) shall be eligible for a Medicare Part B supplement policy from the Town. Employees hired after July 1, 2019 shall not be eligible for this benefit. The Town shall pay monthly contributions toward Part B Medicare coverage for eligible retirees as follows: up to a maximum of ~~\$190.00~~225.00 for eligible retirees with fifteen (15) years of full time service credit; such amount to be prorated for eligible retirees with fifteen (15) years of part time service credit. If the premium cost for the Medicare supplement policy for the retiree is less than ~~\$190.00~~250.00 per month, the Town's payment obligation is limited to the actual cost of the premium.

Eligible retirees are responsible for payment of the balance of the premium cost in order for coverage to be in effect. ~~Effective July 1, 2019, the maximum contribution amount listed above shall be increased to \$225.00.~~ Nothing in this section shall disqualify an employee from receiving benefits he/she is entitled to under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

- (b) Eligible retirees' dependents who have attained age sixty-five (65) may purchase a Medicare supplement policy from the Town at one hundred percent (100%) of the premium cost, provided the retired employee that they are a dependent of was hired prior to July 1, 2019. Employees hired after July 1, 2019 shall not be eligible for this benefit. The retiree and/or dependent must purchase Part B Medicare coverage at their expense. Upon the death of the retiree, dependents shall be able to continue to purchase a Medicare supplement policy from the Town at one hundred percent (100%) of the premium cost.
- (c) Dependents under the age of sixty-five (65) shall be eligible to receive benefits in accordance with the Town's health plans, provided the retired employee that they are a dependent of was hired prior to July 1, 2019. The employee must pay one hundred percent (100%) of the premium cost. Once the dependent attains the age of sixty-five (65), he/she may purchase a Medicare supplement policy from the Town at one hundred percent (100%) of the premium cost. Upon the death of the retiree, dependents under the age of sixty-five (65) shall be able to remain on the Town's group health plans provided that they pay one hundred percent (100%) of the premium cost. Once the dependent attains the age of sixty-five (65), he/she may purchase a Medicare supplement policy from the Town at one hundred percent (100%) of the premium cost. The dependent must purchase Part B Medicare coverage at his/her expense.
- (d) Any participant, whether retiree or dependent, 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 health insurance benefit plan, such other plan shall be primary for the coverage of the spouse 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 sworn statement to the Town stating whether they or their covered dependents have any other health insurance coverage.

17.3 Health Insurance Benefits for Retirees before age 65.

- (a) Any employee hired prior to July 1, 2019 who retires with MERS fund benefits from employment with the Town of Weston and who has not

attained the age of sixty-five (65) shall be eligible to continue to receive benefits in accordance with the Town's health plans. The employee must pay one hundred percent (100%) of the premium cost. Employees hired after July 1, 2019 shall not be eligible for this benefit. Nothing in this section shall disqualify an employee from receiving benefits he/she is entitled to under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

- (b) Such retiree when reaching the age of 65 shall be eligible for a Medicare Part B supplement policy from the Town, provided such retiree has at least fifteen (15) years of service credit with the Town upon retirement and provided the employee was hired prior to July 1, 2019. Employees hired after July 1, 2019 shall not be eligible for this benefit. The Town's monthly contributions toward Part B Medicare coverage for eligible retirees shall be as set forth in Section 17.2(a), above.
- (c) Eligible dependents of eligible retirees may participate in health insurance benefits and/or Medicare Part B coverage as set forth in Section 17.2 (b) and (c), above, provided the retired employee that they are a dependent of was hired prior to July 1, 2019. Employees hired after July 1, 2019 shall not be eligible for this benefit.
- (d) Any participant, whether retiree or dependent, 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 health insurance benefit plan, such other plan shall be primary for the coverage of the spouse 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 sworn statement to the Town stating whether they or their covered dependents have any other health insurance coverage.

17.4 Post-Employment Life Insurance Benefits: Employees that have retired from the Town may apply to the group life insurance carrier to port their group life insurance coverage into personal life insurance coverage subject to the following conditions:

- (a) The employee shall pay one hundred percent (100%) of the total premium charged by the life insurance carrier, and the Town shall pay zero percent (0%) of the total premium charged by the life insurance carrier;
- (b) The employee shall pay the total premium directly to the life insurance carrier; and

(c) The life insurance carrier has discretion whether or not to accept applications for coverage. The life insurance carrier also has discretion whether or not to renew coverage.

Article 18 DISCIPLINE AND DISCHARGE

18.1 Except as otherwise provided for probationary employees, 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 otherwise disciplined, the employee may challenge such action through the grievance procedure.

18.2 Disciplinary actions shall normally be applied in the following order:

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

18.3 In the event of any incident or course of employee behavior deemed by the Town to be of a serious nature, the Town 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.

18.4 During any probationary period of employment employees may be disciplined, up to and including dismissal from employment with the Town, at-will by the Town. Such discipline or discharge shall not be subject to the grievance procedure and may not be challenged by the Union.

18.5 Any disciplinary actions at levels 2, 3 or 4 (written warnings, suspension, or discharge) may only be imposed by written notice, a copy of which shall be delivered to the employee who is the subject of the disciplinary action at the time the disciplinary action is imposed. Such notice shall also be sent to the local union president.

18.6 Verbal disciplinary warnings will be deemed "inactive" after a period of thirty six (36) months and marked 'inactive' and will no longer be considered as part of the employee's disciplinary records.

18.7 Written disciplinary warnings will be deemed "inactive" after a period of thirty six (36) months and will no longer be considered as part of the employee's disciplinary records provided that the employee is not subject to new disciplinary action in that thirty six (36) month period.

In the event an employee is subject to new disciplinary action in the thirty six (36) month period immediately following the issuance of a written disciplinary warning, the written warning shall not be deemed "inactive" until the expiration of thirty six (36) months after the new disciplinary action.

Article 19 GRIEVANCE PROCEDURE

19.1 The purpose of this grievance procedure is to provide an orderly method of adjusting grievances. Any employee (other than a probationary employee) in the Union having a problem or dispute concerning the interpretation or application of provisions of the Agreement, or concerning any discipline or other condition of employment, shall seek adjustment of the problem or dispute in the Step order listed below. Extensions of time in the grievance procedure beyond those specified below may be arrived at by mutual agreement of the Town and the Union.

19.2 Any employee (other than a probationary employee) may use the grievance procedure with the assistance of the Union.

19.3 All grievances as described in this Article shall be processed in the following steps (Step One of this Grievance Procedure shall and must be utilized only when an employee's immediate supervisor is a non-Union employee of the Town, such as, for example, the Library Director):

STEP ONE:

Any employee who has a grievance (the "grievant") shall verbally notify his or her immediate supervisor of the grievance within five (5) working days after the act or omission giving rise to the grievance. The supervisor to whom any such grievance is presented shall attempt to adjust the matter and respond verbally to the grievant within five (5) working days after the supervisor's receipt of the grievance.

STEP TWO:

If either a grievant or the Union is not satisfied with a decision on a grievance rendered at Step One by the grievant's immediate supervisor, the grievant and

the Union shall reduce the grievance to writing and shall submit the grievance to the Town Administrator within ten (10) working days after the decision on the Step One grievance. If a grievant is not eligible to use Step One of this Grievance Procedure, the grievant and the Union shall reduce any grievance to writing and shall submit the grievance to the Town Administrator within ten (10) working days after the act or omission giving rise to the grievance. Following receipt of a grievance, the Town Administrator shall meet with the grievant and his/her designated Union representative to try to resolve the grievance. The Town Administrator's decision on a grievance shall be sent in writing to the grievant and the Union within ten (10) working days after the Town Administrator's receipt of the grievance.

STEP THREE:

If the Union is not satisfied with the decision rendered by the Town Administrator on an appeal of a grievance, the Union shall, within ten (10) working days after the decision by the Town Administrator, submit the grievance to the Connecticut State Board of Mediation and Arbitration for decision and shall notify the Town Administrator that the grievance has been so submitted for decision. The decision rendered by the arbitrator or arbitrators shall be final and binding upon the parties. 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.

19.4 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 mediation.

19.5 If the Town Administrator is absent from the Town, he/she may designate an individual to serve as acting Town Administrator solely for purposes of this grievance procedure.

Article 20 UNSAFE PRACTICES

20.1 The Town shall not willfully establish a situation that constitutes an unsafe practice for the work of any employees. Should a situation constituting an unsafe practice be established and continued as an operating policy of the Town, this shall be grounds for grievance under the procedures and steps provided for in this Agreement. Nothing in this Article shall be construed as dealing with or shall be deemed to apply to any emergency situations or situations within the normal scope of an employee's regular job duties.

20.2 The Town shall not willfully require employees to operate any motor vehicle or other equipment that is known to be in an unsafe condition to operate. If any employee believes that a motor vehicle or other equipment that is assigned to the employee to operate is in a condition that renders the motor vehicle or other equipment unsafe, the employee shall notify the Town of the condition so that the Town can evaluate the motor vehicle or other equipment at issue and take such corrective action as may be appropriate.

20.3 Employees shall follow such rules and regulations concerning the safe operation of motor vehicles and other equipment as may be developed and implemented by the Town.

Article 21 GENERAL PROVISIONS

21.1 If any Article or any Section of this Agreement is declared to be invalid or unenforceable for any reason by a court of competent jurisdiction or other competent authority (e.g., State Board of Mediation and Arbitration; State Board of Labor Relations), such declaration shall apply only to the specific Article or Section (or portion thereof) that is the subject of such declaration, and the remaining Articles or Sections of this Agreement shall remain valid and binding. In the event of any such declaration, and upon the written request of either party, the Town and the Union agree to commence meeting within fifteen (15) calendar days after such request for the purpose of negotiating a substitute provision for the Article or Section of this Agreement (or portion thereof) that was the subject of such declaration.

21.2 This Agreement constitutes the entire agreement between the Union and the Town concerning the subject matter of this Agreement and settles all demands and issues for the term of this Agreement with respect to any and all matters subject to negotiation.

21.3 Any caption contained in this Agreement is for convenience only and shall not be deemed a substantive part of this Agreement. As used herein, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

21.4 The Town shall designate one bulletin board at the following locations for the use of the Union for the purpose of posting notices concerning Union business and activities or any other matter pertinent to Union business:

1. Town Hall
2. Library
3. Jarvis House
4. Town Hall Annex

21.5 All employees covered by this Agreement shall have the right to review their personnel files upon written request to the Town. Such request shall be granted no later than three (3) business days after the date of such written request.

21.6 The Town and the Union agree that employees who are members of the Union, and the members of said employees' immediate families residing in the same household, shall have the same rights, privileges and obligations as residents of the Town with respect to use of the Town's recreational areas and the Town's recreational facilities.

21.7 The Town agrees to provide each bargaining unit employee with (1) a copy of the Retirement Pension Plan on date of Hire and update copies of the Plan as they may become available from the State from time to time; ~~(2) an individualized statement of the employee's pension plan as compiled by the Municipal Employees~~

~~Retirement System ("MERS") and as made available by the State from time to time; (32)~~ a copy of the medical, health, dental and life insurance plan(s) upon the employee's enrollment in such plan or upon change of enrollment; and ~~(43)~~ an annual report setting forth the accumulated balance of vacation and sick days.

21.8 The Town shall indemnify employees to the extent provided by Conn. Gen. Stat. § 7-465, as effective or amended from time to time.

21.9 Clothing. The Town shall provide uniforms to the Fire Marshal, the Animal Control Office, Assistant Animal Control Officer, and the Building Maintainer. Said uniform purchases shall be approved by the Town Administrator prior to order.

~~20.10 Tools. In the event that the Building Maintainer offers the Town use of his personal hand tools, and the Town accepts the offer, then the Town shall pay the Building Maintainer a stipend of five hundred dollars (\$500) per fiscal year. Said stipend shall be payable the first payroll of July of each year. The Town, at its own expense, shall replace the Building Maintainer's hand tools that experience breakage and wear due to use on town jobs. The Town's hand tool replacement costs shall not exceed five hundred dollars (\$500) per fiscal year. Payment of said hand tool stipend and replacement of hand tools shall cease if and when the Town notifies the Building Maintainer in writing that the Town no longer wishes to use the Building Maintainer's tools. In the event the Town ceases to use the Building Maintainer's hand tools, then the Building Maintainer shall be under no obligation to provide the Town with use of his hand tools.~~

Article 22 DURATION

22.1 Upon signatures by both parties, this Agreement shall be effective on July 1, 2018 and shall remain in full force and effect until June 30, ~~2021~~2025. Thereafter, this Agreement shall continue in effect from year to year unless either party gives to the other party not more than two hundred ten (210) days and not less than one hundred twenty (120) days before June 30 of any year written notice of an intention to propose modification of this Agreement. Within thirty (30) days after any such notice is given, the parties shall commence negotiations for the purpose of reaching agreement upon modification of this Agreement.

22.2 This Agreement may be amended at any time by mutual agreement of the parties, but nothing contained in this provision shall be deemed to be consent to any reopening of this Agreement that is not expressly provided for herein.

In witness whereof, the parties have caused their names to be signed this

_____ Day of ~~February~~ January 20202022.

For Town of Weston

For Local 866 council- 4,
AFSCME AFL-CIO

Signed: Samantha Nestor
First Selectwoman
Town of Weston

Signed: Mark Harper
President: Local 866
AFSCME Council- 4,

Signed: Robert Montuori
Staff Representative
AFSCME Council-4

5. Discussion/decision to approve a collective bargaining agreement with the Public Works Union: **I move to approve a collective bargaining agreement with the Public Works Union, as presented**

AGREEMENT BETWEEN

THE TOWN OF WESTON AND

WESTON HIGHWAY EMPLOYEES UNION LOCAL 1303-041 OF CONNECTICUT COUNCIL 4

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

July 1, ~~2018-2021~~ - June 30, ~~2021~~2025

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This Agreement entered into by and between the Town of Weston, hereinafter referred to as the Town and Local 1303-041 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

PREAMBLE

The welfare of the Town of Weston and its employees is dependent upon the service the Town renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the Town Management and the organization of its employees. An obligation rests upon the Management, upon the Union, and upon each employee to render honest, efficient and economical service. The spirit of cooperation between the Management and the Union, all parties will so conduct themselves to promote this spirit.

**ARTICLE I
RECOGNITION**

Section 1.0

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours and other conditions of employment for all employees in the Highway Department excluding elected officials, employees who have the right to hire, fire, and seasonal employees.

**ARTICLE II
UNION SECURITY**

Section 2.0

Each employee shall, as a condition of employment, become a member of the Union or pay a service fee in an amount determined by the Union in accord with applicable law within thirty (30) days of the effective date of this Agreement or the employee's date of hire whichever is later.

Section 2.1

Upon receipt of a signed authorization card, the Town agrees to deduct from the wages of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary or other authorized official of the Union, which are Union dues or Voluntary fees. Such deductions shall be in accordance with applicable State and Federal laws within thirty (30) days of the effective date of this Agreement or the employee's date of hire – whichever is later. Deductions will be made from the payroll period periodically as specified and total dues shall be delivered to AFSCME, Council 4. Deductions shall be made the first week of each month, except where the employee is not on the payroll for that week. The monthly remittances to the Union will be accompanied with a list of names of employees from whose wages such deductions have been made and the amount deducted from each employee. The Town shall not be liable for any member's dues if he is not on the payroll.

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 of error is made in writing to the Town within sixty (60) calendar days after the date such deductions were or should have been made.

The Union shall indemnify the Town and any department or division of the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any actions taken by the Town or any department or division of the Town for the purpose of complying with the provisions of this Article.

Section 2.2

The Town will provide each employee with a copy of this Agreement within thirty (30) calendar days after its signing. New employees will be given a copy of this Agreement at the time of hire.

ARTICLE III

SENIORITY

Section 3.0

The Town shall prepare a list of permanent employees showing their seniority in length of service with the Town and deliver same to the Union and a copy to each employee on April 1 of each year and at the signing of a new contract.

Section 3.1

New employees (non-seasonal) shall serve a probationary period of one-hundred eighty (180) calendar days. All employees, after successful completion of their probationary period, shall become permanent employees and shall acquire a length of service record as of the date of their employment.

Section 3.2

An employee with the least seniority shall be laid off first, providing the road supervisor cannot use him in another classification. 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 seniority status for one (1) year from the date of his layoff.

Section 3.3

Employees recalled from layoff shall have two (2) weeks to indicate acceptance or rejection, and must return within three (3) weeks to avoid loss of seniority, unless otherwise mutually agreed upon.

Section 3.4

Officers and stewards of the Union shall have top seniority in the event of a layoff.

ARTICLE IV
PROMOTIONS

Section 4.0

Except for the position of Mechanic, the town shall post all vacancies and new positions within the bargaining unit for ten (10) days, prior to any action taken by the Town to fill such vacancies and/or new positions. Qualified employees of the bargaining unit shall be given the first opportunity to fill the vacancy by seniority. Immediately after the senior employee successfully bids for the vacancy or new position, the ten (10) day posting shall be waived. If there are no qualified employees within the bargaining unit or if employees within the bargaining unit decline the position, the Town may advertise and fill the position from outside the bargaining unit. A break-in probationary period for a promotional vacancy shall be thirty (30) working days.

When a vacancy in the position of Mechanic occurs, the Town shall accept applications for the position from persons with a minimum of two (2) years' experience in the field of vehicle repair (heavy equipment/trucks/automotive) within the past five (5) years. A probation period of sixty (60) days shall be given to an applicant selected to the position of mechanic. Applicants will be reviewed by the Public Works Director during the probation period. Applicants who do not successfully pass the probation period may be reassigned if they held previous positions with the Department of Public Works.

When a vacancy in the position of Foreman occurs, qualified employees of the bargaining unit shall be given the first opportunity to fill the vacancy. Seniority shall factor in only in the event that candidates have equal qualifications. If there are no qualified employees within the bargaining unit or if employees within the bargaining unit decline the position, the Town may advertise and fill the position from outside the bargaining unit. A break-in probationary period for a promotional vacancy shall be thirty (30) working days.

ARTICLE V
HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY

Section 5.0

The regular hours of employment for employees in the bargaining unit shall be, forty (40) hours per week divided equally over five (5) consecutive days of eight hours each, as follows:

~~A. Assistant Transfer Station Operator:~~

~~Monday through Saturday from 8:00 A.M. to 4:00 P.M. with a one-half (1/2) hour lunch period included.
Off on Wednesdays.~~

B. Transfer Station Operator:

Tuesday through Saturday from 8:00 A.M. to 4:00 P.M. with a one-half (1/2) hour lunch period included.

~~C. Transfer Station Operator (Junior Grade)~~

~~Monday through Saturday (Wednesdays off) from 8:00 A.M. to 4:00 P.M. with a one-half (1/2) hour lunch period included.~~

~~D. Transfer Station Operator (Senior Grade)~~

~~Monday through Saturday (Wednesdays off) from 8:00 A.M. to 4:00 P.M. with a one-half (1/2) hour lunch period included.~~

E. All other Employees: Monday through Friday from 7:00 A.M. to 3:30 P.M. with a one-half (1/2) hour lunch period included. However, the Road Crew employee with the least amount of seniority shall work on the Road Crew from Tuesday through Friday from 7:00 A.M. to 3:30 P.M. with a one-half (1/2) hour lunch period included, and Saturday at the Transfer Station from 7:00 A.M. to 3:00 P.M. with a one-half (1/2) hour lunch period included.

Section 5.1

Time and one-half shall be paid for:

A. All work performed in excess of eight (8) hours in any one (1) day

B. All work performed in excess of forty (40) hours in any one (1) week.

C. All work performed on Saturday as such with a guaranteed minimum of three (3) hours except for the Transfer Station Operator who is regularly scheduled to work on Saturday and the Road Crew employee with the least amount of seniority that is regularly scheduled to work on Saturday at the Transfer Station. This employee ~~The Transfer Station Operator and Road Crew employee with the least amount of seniority that is regularly scheduled to work on Saturday~~ . This employee shall be paid time and one-half for all work performed on Monday as such with a guaranteed minimum of three (3) hours.

Section 5.2

Double time shall be paid for:

A. All work performed on Sunday as such with a guaranteed minimum of three (3) hours.

B. All work performed on holidays listed in Article VII, Section 7.0 with a guaranteed minimum of three (3) hours plus regular holiday pay.

Section 5.3

When an employee is called in to work outside of his regularly scheduled working hours, he shall, in addition to his regular eight (8) hour work schedule, be paid a guaranteed minimum of three (3) hours at time and one-half his regular hourly rate if the call-in is from Monday through Saturday and double his

regular hourly rate if the call-in is on a Sunday or a holiday. Employees shall be paid from the time they are notified, provided they report to work no later than one (1) hour after such notification.

Section 5.4

An assignment of overtime work, other than emergencies or to complete jobs which once started must be completed for economic or safety reasons shall be made at least four (4) hours in advance by the employee's supervisor.

Section 5.5

All overtime work shall be distributed as equally as practicable, within classifications among bargaining unit employees.

Section 5.6

There shall be no pyramiding of overtime. Employees shall be required to work overtime when requested unless excused by the Supervisor. Pro-offered overtime shall be charged to the overtime list.

Section 5.7

In lieu of overtime pay, an employee may elect compensatory time up to a maximum of five (5) days annually. Each day of elected compensatory time shall be credited at the rate of one and one half (1.5) days, for a maximum of seven and one half (7.5) days annual compensatory time credit. Compensatory time may be used with the approval of the Highway Superintendent on a seniority basis, provided the workload permits.

If unused as of July 1 of the fiscal year, the compensatory time will be paid out in cash. There is no carryover of compensatory time.

Section 5.8

Every effort will be made by the Town to assure that time is allotted for morning and afternoon coffee breaks.

Section 5.9

The Road Supervisor shall be responsible for the assignment of work to employees in their sections at all times, and consistent with the efficient operation of the department, such assignments, with respect to types and number of hours, shall be impartially rotated among the employees in each classification.

Section 5.10

No outside contractors shall be hired to do the work normally performed by bargaining unit employees unless an emergency requires that necessity and only after all bargaining unit employees are being utilized.

ARTICLE VI

WAGES AND BENEFITS

Section 6.0

- A. Effective and retroactive to July 1, ~~2018-2021~~ all wage rates in effect on June 30, ~~2018-2021~~ shall be increased by ~~two point two five one and one half percent (2.251.50%)~~.
- B. Effective and retroactive to July 1, ~~2019-2022~~ all wage rates in effect on June 30, ~~2019-2022~~ shall be increased by ~~two point five percent two and four tenths percent (2.52.40%)~~
- C. Effective and retroactive to July 1, ~~2020-2023~~ all wage rates in effect on June 30, ~~2020-2023~~ shall be increased by ~~two point five percent two and four tenths percent (2.52.40%)~~
- D. Effective July 1, 2024, all wage rates in effect on June 30, 2024 shall be increased by three percent (3.00%).

Section 6.1

Wage scales and classification as negotiated are part of this Agreement. The wage schedule will be implemented so that an employee will receive the starting rate from the date of employment and will receive the maximum rate as of the first (1st) anniversary date of his employment.

Those employees who were not at the maximum rate for their classification, on the effective date of this Agreement, shall receive the maximum rate as of their anniversary date of employment.

The wage rates, increments and classifications are shown in Appendix A.

- A. Special Equipment Operator (S.G.; J.G.): The incumbent Special Equipment Operator (S.G.), shall be qualified to operate all equipment owned by the Town of Weston and used by the Public Works Department. The Special Equipment Operator (J.G.) shall be required to train and become qualified to operate all equipment owned by the Town of Weston and used by the Public Works Department.
- B. After two (2) years' experience at the junior grade (J.G.) level, employees shall be promoted to the senior grade (S.G.) level, if they are determined capable by the Supervisor of performing the work required.
- C. Working Foreman Position: There will be two (2) working foreman positions. In the absence of the Director of Public Works, the foreman with the most tenure shall be responsible for the operation of the Public Works Department to include the transfer station operation. In the absence of the Public Works Director, the foreman shall report to the Town Administrator.
- D. Employees who are required to perform Mason work will be compensated with a stipend of \$1.25/hr. for all hours so engaged. Payment of such stipend will be made in the next regular pay check.
- ~~E. Effective 7/1/17, there shall be established a Transfer Station Operator Senior Grade position.~~
- ~~F. Effective 7/2/17, the starting rate for the Transfer Station Operator Senior Grade position shall be \$28.25 per hour; the maximum rate shall be \$29.25.~~
- ~~G. The market adjusted wage rates for the Transfer Station Operator Junior Grade position, effective 7/2/17 shall be a starting rate of \$26.25; maximum rate \$27.25.~~

~~H. — The incumbent Transfer Station Operator Junior Grade shall receive a two percent general wage increase retroactive for the period of 7/2/16 thru 7/1/17.~~

~~I. — Effective 7/2/17, the incumbent Transfer Station Operator Junior Grade shall move to the market adjustment maximum of rate of \$27.25.~~

~~J. — After two (2) years' experience at the junior grade level, the incumbent Transfer Station Operator Junior Grade shall be promoted to the Transfer Station Operator Senior Grade level at a starting rate of \$28.25 if he is deemed capable by the Supervisor of performing the work required.~~

Section 6.2

Employees shall earn longevity payments on their anniversary date in recognition of their length of service as follows:

A. Employees with one (1) or more consecutive years of service shall receive ~~\$650.00~~\$1,000.00 per year.

B. Employees with five (5) or more consecutive years of service shall receive ~~\$1,025.00~~\$1,200.00 per year.

C. Employees with ten (10) or more consecutive years of service shall receive ~~\$1,225.00~~\$1,400.00 per year.

D. Employees with fifteen (15) or more consecutive years of service shall receive ~~\$1,625.00~~\$1,725.00 per year.

E. Employees with twenty (20) or more consecutive years of service shall receive ~~\$1,925.00~~\$2,025 per year.

F. Employee hires on or after the date of ratification of the CBA effective retroactive to 7/1/21 shall not be eligible for longevity payments.

Section 6.3

The mechanics shall be responsible for the ongoing maintenance of all town vehicles with the exception of the Board of Education. Scheduling of repairs shall be done through the Public Works Director.

Section 6.4

Persons assigned to the position of Certified Transfer Station Operator shall be compensated at the hourly rate equivalent to the hourly rate of the Certified Transfer Station Operator. Persons working in this position shall work the hours of the Certified Transfer Station Operator, as described in Article V

Section 6.5 - 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 bi-weekly, it shall do so by direct deposit to the financial institution selected by the employee.

ARTICLE VII

HOLIDAYS

Section 7.0

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

- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Last Regularly Scheduled work day before Labor Day
- Labor Day
- Martin Luther King's Birthday
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- The last regularly-scheduled Work day before Christmas Day
- Christmas Day
- The last regularly-scheduled work day before New Year's
- New Year's Day
- And any day declared a holiday or day of mourning by the President, Governor, First Selectman, Board of Selectman, Federal Law or State Law except that in the event of an emergency those employees required to work on a day declared a day of mourning will receive straight time for the regular eight (8) hours of employment and time and one-half for all hours over eight (8) and will be entitled to take a day off at the employee's option.
- Juneteenth

Section 7.1

- A. Holidays falling on a Saturday shall be celebrated on the preceding day.
- B. Holidays falling on a Sunday shall be celebrated on the following Monday.

ARTICLE VIII

VACATIONS

Section 8.0

The employee's anniversary date of hire will be used to determine the amount of vacation time due. All employees shall earn vacations with pay at their current rate of pay as follows:

- A. One (1) year of service but less than five (5) years of service, two (2) weeks annually.

- B. Five (5) years of service but less than ten (10) years of service, three (3) weeks annually.
- C. Ten (10) years of continuous service-four (4) weeks' vacation.
- D. Effective July 01, 2011

End of eleven (11) years of service -Four (4) weeks' vacation plus one (1) day. End of twelve (12) years of service - Four (4) weeks' vacation plus two (2) days. End of thirteen (13) years of service -Four (4) weeks' vacation plus three (3) days. End of fourteen (14) years of service -Four (4) weeks' vacation plus four (4) days. End of fifteen (15) years of service -Five (5) weeks' vacation.

Section 8.1

Employees shall be granted their vacations throughout the year subject to the demands of service as determined by the Road Supervisor. Employee preference for vacation schedules shall be granted by seniority.

Section 8.2

Employees with one (1) or more years of service who voluntarily quit after giving two (2) weeks notice to the Town, or who are laid off or are separated from the Town service shall receive their pro-rated accumulated vacation pay.

Section 8.3

Vacation time shall be allotted to employees on July 1st of each year, in consideration of employment service earned the prior July 1st through June 30th period. Vacation time shall be allotted to probationary employees on July 1st of their initial year of service on a pro-rated basis. Probationary employees may not use vacation time allotted on July 1st until he/she successfully completes the probationary period.

ARTICLE IX

LEAVE PROVISIONS

Section 9.0

Each employee shall have credited to their account, sick leave with full-pay of fifteen (15) working days during each calendar year, with no limit to the amount of unused sick leave that can be accumulated.

Section 9.1

An employee who is on paid sick leave for three (3) consecutive working days may be required by the Town to furnish a medical certificate verifying the illness. Should the Highway Superintendent reasonably suspect that abuse of the sick leave policy exists, the Town may request physician verification of absences, up to and including a physical examination. The Town will reimburse the employee for the deductible cost of the exam borne by the employee.

Section 9.2

Upon separation of his services with the Town for any reason other than quit or discharge, an employee shall receive on the basis of his current wages, full compensation for up to the first eighty two (82) days

or fifty (50%) percent of his unused accumulated sick leave, whichever is greater. Employees hired after October 16, 2015 must have completed ten (10) years of service with the Town to receive this benefit; and shall receive full compensation of up to fifty

(50) days or thirty-five percent (35%), whichever is greater.

In the event of an employee's death, such compensation 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. Employees hired after July 01, 2011 must have completed ten (10) years of service with the Town to receive this benefit.

Section 9.3

Three (3) days special leave with full pay shall be granted for death in the immediate family. Should the death occur on a day not scheduled as a regular work day, only the actual work days necessary to complete the three (3) day period shall be allowed. Immediate family for purposes of this section is defined as spouse, father, mother, children, sister, brother, mother-in-law or father-in-law. Extended leave may be granted for special cases by the Road Supervisor.

Section 9.4

Leaves of absence without pay may be granted for periods of up to thirty (30) days, renewable for up to ninety (90) days, with the approval of the Town Administrator. The Town shall comply with the provisions of the federal Family and Medical Leave Act of 1993 for eligible employees.

Section 9.5

Three (3) 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.

Section 9.6

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 9.7

Each employee shall be entitled to one (1) day personal leave with full pay for each calendar quarter of perfect attendance. The leave provided for in this section may not be accumulated from year to year and may also be taken at a time convenient to the employee. The use of vacation days, bonus days, use of sick days for the prescheduled notification of doctor's appointments or if an employee goes home sick after reporting to work will not constitute absences against the perfect attendance incentive.

Employees hired after July 01, 2011 are not eligible for the perfect attendance incentive.

Effective July 1, 2011, employees who have completed fifteen (15) years or more of service shall no longer be eligible for this perfect attendance incentive.

Employees who have completed less than fifteen (15) years, but more than ten (10) years on July 1, 2011, shall be eligible for the incentive in the following manner:

Eleven (11) years – 4 perfect attendance days applicable for each calendar quarter annually

Twelve (12) years -3 perfect attendance days applicable for first three (3) quarters annually (Jul. Aug .Sep.), (Oct. Nov. Dec.) and (Jan. Feb. Mar.)

Thirteen (13) years – 2 perfect attendance days applicable for the first two thirds of the fiscal year annually (Jul. Aug. Sep. Oct.) = 1 Day; (Nov. Dec. Jan. Feb) = 1 Day

Fourteen (14) years -1 perfect attendance day applicable for first (6) months annually
(Jul. Aug. Sep. Oct. Nov. Dec.) = 1Day

Section 9.8

Sick leave shall be allotted to employees on July 1st of each year, in consideration of employment service anticipated to be earned in the year ahead. Probationary employees shall be allotted sick leave on their initial date of hire in consideration of employment service anticipated to be earned in the year ahead.

ARTICLE X

SAFETY AND HEALTH

Section 10.0

Should an employee complain that his work requires him to be in unsafe or unhealthy situations in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the Town. If the matter is not adjusted satisfactorily, the complaint may be processed through the grievance procedure. Employees shall be responsible to follow reasonable safety rules and regulations as developed by the Town. Such rules and regulations shall be uniformly applied.

Section 10.1

The Town shall, at its expense, replace, repair or sharpen such hand tools which are the personal property of the Tradesmen and Mechanics, whenever such replacement, repairing or sharpening are required solely by work performed for the Town by such Tradesmen and Mechanics.

Section 10.2

Each employee shall receive on July 1st of each year a clothing allowance of four hundred fifty dollars (\$450.00).

Section 10.3

Employees required to work overtime beyond 6:00 P.M., 12:00 Midnight or 8:00 A.M. shall be allowed time off for meals without loss of pay.

Section 10.4

Town shall provide each employee with foul weather gear, i.e. rain gear, rain hats, raincoats, rubber pants, boots, gloves, etc., and for their care as necessary. The Town shall also provide to each employee

annually two (2) pairs of safety shoes as needed with the employee having the option of the type and style. The Highway Superintendent will determine the extent of need in each case.

ARTICLE XI

INSURANCE AND PENSION

Section 11.0 Pension

A. All Weston DPW employees shall be enrolled in the Connecticut Municipal Employees Retirement System Part B (CMERS), as deemed eligible by the rules and regulations of CMERS Part B. Both the Town and the Bargaining unit agree to be bound by all relevant CMERS Part B rules and regulations.

Section 11.1 Insurance

A. Except as otherwise provided below, the Town will assume the full cost of the following insurance plans for all bargaining unit employees and their eligible dependents, in accordance with the terms of the policy or plan documents:

B. Life Insurance - All employees shall be entitled to a life insurance policy equal to two times (2X) his annual base salary rounded to the nearest thousand and also a life insurance policy of \$100,000.

C. Medical Coverage - All employees and their eligible dependents shall be entitled to coverage by the Town's selected medical insurance benefits plan. Benefit levels are as described in Appendix B.

D. Vision Coverage - All employees and their eligible dependents shall be entitled to coverage by the Town's selected vision insurance benefits plan. Benefit levels are as described in Appendix C.

E. Dental Coverage - All employees and their eligible dependents shall be entitled to coverage by the Town's selected dental insurance benefits plan. Benefit levels are as described in Appendix D.

F. Prescription Coverage - All employees and their eligible dependents shall be entitled to coverage by the Town's selected prescription insurance benefits plan. Prescription co-payments shall be \$15/25/40. Mail order prescriptions shall be twice (2X) the listed amount for a 90 day supply.

G. The Town may change insurance carriers or self-insurance for any of the insurance plans listed above provided the replacement coverage and benefits are substantially equal to the current coverage and benefits. The Town shall provide sixty (60) days' notice to the Union and shall consult with the Union prior to implementing any change.

H. For individuals participating in the Medical coverage of the Town of Weston, the diagnosis and evaluation of infertility and treatment of the underlying causes of infertility will be covered expenses in accordance with the terms of the Plan document. Coverage for any artificial means of inducing pregnancy (including but not limited to artificial insemination, assisted reproductive technologies and embryo transfer procedures) is limited to a total lifetime maximum of \$ 12,000 per employee.

I.

A. HRA Account (Effective after June 30, 2016)

1. The Town shall provide an HRA benefit or other self-insured mechanism for the full deductible amount of the Health Insurance plan. (Current deductibles are: \$2,500 single | \$5,000 1+ 1 & Family coverage.)

2. The Town shall continue to pay the costs for any account or maintenance expense coincident with the HRA account.

J. Employee Contributions -Employee contributions to premiums and premium equivalent costs shall be as follows:

Effective	Employee	Town	
7/1/18 2021	<u>22.5%</u>	79.5 77.5%	retroactive to 7/1/18 <u>7/1/2021</u>
7/1/19 2022	<u>22.5%</u>	78.5 77.5%	retroactive to 7/1/19
7/1/20 2023	22.5%	77.5%	retroactive to 7/1/20
<u>7/1/2024</u>	<u>23.5%</u>	<u>76.5%</u>	

K. Insurance Opt Out - Employees electing out of Town coverage shall be paid an amount equal to 35% of the Town cost for such benefits. Payment is made over the course of the year in each pay check. Employees retain the right to opt back into Town coverage annually during the open enrollment period.

L. Unpaid Leave - Except as otherwise required by law, an employee shall be responsible for paying the full cost of his/her medical insurance benefits, including eligible dependents, while on unpaid leave.

Section 11.2

Post-Retirement Medical Insurance:

[1] Excluding employees hired on or after July 1, 2019, Medical insurance shall be made available to CMERS-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.

This 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. [2] Excluding employees hired on or after July 1, 2019, the Town shall make available the following medical coverage to eligible retirees:

- A. Medical plan coverage, the same as that made available to active employees, as such coverage is from time to time negotiated and changed.

This 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.

[3] Excluding employees hired on or after July 1, 2019, 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:

\$3,500 after 15 completed years of consecutive service and age 55:

\$5,500 after 20 completed years of consecutive service and age 55

\$6,000 after 25 completed years of consecutive service and age 55;

65% of monthly COBRA rate after 30 years of consecutive service (regardless of age).

This 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.

[4] Excluding employees hired on or after July 1, 2019, 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 \$235.00 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 eligible 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 \$235.00 per month, the Town's obligation is limited to the actual cost of the premium.

This 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.

[5] Any eligible 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.

This 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.

Section 11.3

Post Retirement Life Insurance

[1] Retirees shall be eligible to port their group life insurance coverage into personal life insurance coverage with the following conditions:

A. The attainment of at least twenty (20) completed years of consecutive service, regardless of age; and

B. Any and all eligibility conditions established by the Town's designated group life insurance carrier.

[2] Retirees eligible to port their group life insurance coverage into personal life insurance coverage shall be responsible for paying one hundred percent (100%) of the premium costs charged by the carrier.

ARTICLE XII

DISCIPLINARY ACTIONS

Section 12.0

Except as otherwise provided below for probationary employees, all disciplinary actions shall be applied in the following order:

A. (1) oral warning, (2) written warning, (3) suspension, (4) discharge.

It is agreed that the employer has the right to vary the above procedure when an offense is of such a nature as to warrant suspension or discharge.

B. Written warnings, suspensions and discharges must be in writing with reasons given and a copy given to the employee and the Union at the time the action is taken.

C. No employee shall be dismissed except for just cause, and after consulting with the Union.

D. Verbal disciplinary warnings will be removed from the employee's file after a period of eighteen (18) months and marked 'inactive' and will no longer be considered as part of the employee's work records.

Written disciplinary warnings will be removed from the employee's file after a period of thirty-six (36) months and marked 'inactive' and will no longer be considered as part of the employee's work records. Should either verbal or written warnings result in grievance activity, the final disposition of the grievance shall determine the initial date regarding 'removal' from the files.

During their probationary period of employment, as provided in Article III, Section 3.1 of this Agreement, employees may be disciplined up to and including dismissal from employment with the Town at-will. Such discipline or discharge shall not be subject to the grievance procedure and so may not be challenged by the Union.

ARTICLE XIII

NO STRIKE OR LOCKOUT

Section 13.0

During the life of this Agreement there shall be no strike, or stoppage of work by employees, nor shall there be any lockout by the Town in any part of the Town's operation.

ARTICLE XIV
PRIOR PRACTICE

Section 14.0

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

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.0

The purpose of this procedure is to provide an orderly method of adjusting grievances. Any employee in the bargaining unit having a problem concerning the interpretation or application of position, promotion, dismissal, suspension, demotion, transfer, layoff, sickness, vacation or other leave, or other conditions of employment shall seek adjustment in the Step order listed below.

Time extension beyond those stipulated below may be arrived at by mutual agreement of the parties concerned.

Step 1

Within fifteen (15) business days of the underlying problem or incident having occurred or knowledge of the underlying problem or incident having occurred, the employee's immediate steward shall present to his Director of Public Works all the facts available pertaining to the problem or incident. The Director of Public Works shall adjust the grievance preferably the same day, or notify the employee and/or his representative of his decision within fifteen business days from the time the grievance was presented.

Step 2

If the employee and his representative still feel further review is necessary, the Union will request a meeting with the Town Administrator. The Town Administrator shall, within twenty (20) business days, call a meeting of all the parties concerned and the Union grievance committee to discuss the grievance fully. The Town Administrator may render his/her decision, in writing, either at the end of the meeting or within fifteen (15) business days after the meeting, to the representative of the Union.

Step 3

In the event the employee and/or his representative feel that further review is justified, the Union may within twenty (20) business days, submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the arbitrator(s) shall be final and binding on both parties.

ARTICLE XVI

MANAGEMENT RIGHTS

I. 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 Highway Department. 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 to be conducted by employees of the Town.
- c. To determine the methods, means, number of personnel needed to carry out the department's mission.
- d. To direct the working forces.
- e. To hire and assign or to 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 Highway Department, 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 XVII

DURATION

Section 16.0

This Agreement shall be effective and retroactive to July 1, ~~2018-2021~~ and shall remain in full force and effect through the 30th day of June ~~2021-2025~~. This Agreement shall be automatically renewed from year

to year thereafter unless either party shall notify the other in writing at least one hundred fifty (150) days prior to the anniversary date that it desires to modify this agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed this _____

Day of _____ January, 2019 ~~2022~~.

FOR THE TOWN OF WESTON

FOR LOCAL 1303-041 OF COUNCIL-4
AFSCME AFL-CIO

First Selectwoman Samantha Nestor

PRESIDENT Albert Blizzard

VICE PRESIDENT Frank Katz

SECRETARY TREASURER Todd Schutz

STAFF REP COUNCIL4 Robert Montuori

6. Discussion/decision to amend the job description for Records Coordinator: **I move to amend the job description for Records Coordinator, as presented**

Proposed

TOWN OF WESTON RECORDS COORDINATOR

Position Purpose:

The purpose of this position is to help ensure that the Town of Weston ("Town") responds to public records requests in accordance with the Connecticut Freedom of Information Act ("FOIA"). The individual will, amongst other related duties: (1) work with employees of the Town and other public agencies to accumulate and organize responsive public records consistent with the FOIA; (2) analyze whether any of such responsive public records are exempt from disclosure under the FOIA; (3) communicate with requesting parties; (4) testify, if necessary, before a Freedom of Information Commission (FOIC) Hearing Officer; and (5) assist in the development of procedures for the Town to efficiently respond to such requests.

Supervision:

Supervision Received: Works under the direction of the First Selectwoman.

Supervision Given: None.

Job Environment:

Requires the operation of telephones, computers, and other standard office equipment. Requires familiarity and competence with [email service provider and software used for Town accounts]. Knowledge of the FOIA or a willingness to learn about the FOIA is also required.

Makes frequent contact with municipal employees, municipal officials, and state officials. Also, communicates with members of the public. Communication is frequently by telephone, fax, and email. Has access to extensive confidential information.

Essential Job 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.)

- Receives, acknowledges and responds to requests for public records;
- Coordinates the Town's response to public records requests;
- Assists employees and officials with the search and compilation of existing public records;
- Analyzes responsive records and identifies exemptions to public records disclosure (e.g.,

- attorney-client privileged documents) under the FOIA;
- Keeps track of the progress made by employees and officials with respect to responding to public records requests;
 - Compiles responsive public records;
 - Tracks requests for public records;
 - Testifies before the State of Connecticut Freedom of Information Commission Hearing Officers, as necessary;
 - Consults with the Town Attorney and town staff as to whether or not existing public records may be privileged and/or not subject to disclosure under the Freedom of Information Act; and
 - Transmits responsive public records to requestors; and
 - Assist the Board of Selectmen to develop internal procedures for the Town to efficiently respond to such requests.

Minimum Required Qualifications:

Education, Training and Experience:

The qualifications required would generally be acquired with a bachelor's degree and at least five years of relevant experience. J.D. or paralegal certificate preferred.

Special Requirements: None.

Knowledge, Ability and Skill:

Knowledge: Thorough knowledge of word processing and electronic mail. Basic knowledge of spreadsheets and searching for documents located on the Google Drive and a server. Familiarity and competence with [email service provider and software used for Town accounts]. Preferred specific experience with the Connecticut FOIA. At a minimum, general knowledge of the FOIA and a willingness to learn how the FOIA applies to municipalities.

Ability: Ability to follow instructions accurately and in a timely fashion; ability to search for emails and other electronic documents in an accurate fashion; ability to explain to others how to search email and servers for documents; ability to establish and maintain effective working relationships with town staff and official; ability to differentiate differences between public and confidential information and maintain appropriate discretion; ability to manage multiple priorities; ability to plan and prioritize assignments to meet established deadlines. Ability to use discretion and good judgment; ability to maintain discretion and confidentiality; ability to research using a variety of resources; strong analytical abilities; ability to work with a variety of individuals and levels; good computer skills. Ability to deal effectively with difficult people.

Skill: Excellent verbal and written communication; aptitude for working well with volunteers and maintaining effective working relationships with various groups; must have strong personal organizational skills highly proficient skills in the use of office computers and software used by office; skill in using the above mentioned office equipment; skills associated with handling numerous projects at one time; must be able to type at least 40 words per minute.

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 chemical	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			

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-Dealing with constant interruptions		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.)

Current

TOWN OF WESTON DOCUMENT COORDINATOR

Position Purpose:

The purpose of this position is to assist the Town Administrator with the search for documents that have been requested by a member of the public.

Supervision:

Supervision Scope: Performs a variety of secretarial, clerical and administrative duties; is responsible for following through to completion of projects.

Supervision Received: Works under the direction of the Town Administrator.

Supervision Given: None.

Job Environment:

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

Makes frequent contact with municipal employees, elected officials and appointed officials. Communication is frequently by telephone, fax, and email. Has access to extensive confidential information such as personnel records, and litigation.

Essential Job 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.)

- Searches for documents.
- Flags documents that may be privileged per State law.
- Keeps track of the progress made by employees and officials with respect to responding to records requests.
- Assists officials in the search and compilation of documents.

Minimum Required Qualifications:

Education, Training and Experience:

The qualifications required would generally be acquired with a bachelor's degree and more than 2 years of municipal employment experience – preferably in Connecticut.

Special Requirements: None.

Knowledge, Ability and Skill:

Knowledge: Thorough knowledge of word processing and electronic mail. Basic knowledge of spreadsheets and searching for documents located on the Google Drive and a server.

Ability: Ability to follow instructions accurately and in a timely fashion; ability to search for emails and other electronic documents in an accurate fashion; ability to explain to others how to search email and servers for documents; ability to establish and maintain effective working relationships with town staff and official; ability to differentiate differences between public and confidential information and maintain appropriate discretion; ability to manage multiple priorities; ability to plan and prioritize assignments to meet established deadlines.

Skill: Excellent verbal and written communication; aptitude for working well with volunteers and maintaining effective working relationships with various groups; must have strong personal organizational skills highly proficient skills in the use of office computers and software used by office; skill in using the above mentioned office equipment; skills associated with handling numerous projects at one time; must be able to type at least 40 words per minute

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 chemical	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			

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-Dealing with constant interruptions	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.)

7. Interview and hire of Marina Zegarelli as Administrative Assistant in the Land Use Department: **I move to hire Marina Zegarelli as Administrative Assistant in the Land Use Department effective February 21, 2022**



NOTICE OF POSITION VACANCY

ADMINISTRATIVE ASSISTANT - LAND USE DEPARTMENT

The Town of Weston has an opening for an Administrative Assistant in its Land Use Department.

The position is scheduled to work Monday thru Thursday for 30 hours a week, with Friday's off. In addition, the position serves as the recording secretary for the Town's Land use Boards/Commissions. Recording secretary work is almost always performed in the evenings. The hourly pay shall be \$30.91. The position includes retirement benefits, health insurance, life insurance and paid leave.

The official job description and the job application are both available online at <https://www.westonct.gov/about-us/town-hall/municipal-job-openings>

Applications must be received by Noon on November 15, 2021. To apply, email the following to Town Administrator Jonathan Luiz at jluiz@westonct.gov: 1) A cover letter; 2) A resume; and 3) A completed Town of Weston job application.

The subject of your email should be: "Application – Land Use Admin"

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

TOWN OF WESTON
ADMINISTRATIVE ASSISTANT – LAND USE DEPARTMENT

Position Purpose:

The purposes of this position are to provide clerical, research and administrative assistance for the Planning and Zoning Commission, the Conservation Commission, and the Land Use Department including attending meetings of, and preparing agendas, meeting minutes and application materials for the Town Planning & Zoning Commission and Conservation Commission. The work involves attention to details to maintain accurate records of land use board decisions and department permit files; answering customer's questions; managing the office and recording all fees. The Administrative Assistant – Land Use Department is required to exercise good judgment in administering the office to relieve the Department Head of administrative details; 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 a variety of routine, clerical and administrative duties requiring the exercise of considerable judgment, and a broad knowledge of planning, zoning, wetlands and building permit procedures and the regulations governing them.

Supervision Received: Works under the general direction of the Director of Land Use Services following established policies, town regulations and state statutes where appropriate; works closely with the Planning and Zoning Commission Chair and the Conservation Commission Chair.

Supervision Given: None

Job Environment:

Administrative work is performed in a moderately noisy office with regular interruptions during the day from the general public. Taking minutes for boards and commissions are conducted in conference and in large meeting rooms or virtually on Zoom.

Requires the operation of telephones, computers, copiers, scanners, and other standard office equipment; requires familiarity with Town land records, site plans and surveys, and the Town's GIS Mapping system

Makes frequent contact with other municipal departments, engineers, architects, construction

contractors, real estate agents, title searchers, attorneys , surveyors, commission members, elected officials and the general public; communication is frequently in person, by telephone, email, in writing, or at meetings.

Errors in judgment or omissions could result in delay of services, loss of funds, and legal ramifications.

Essential Job 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.)

- Provide basic information and technical information, and assist the public in understanding the regulations, policies and services of the Land Use Department and the commissions; assist the public with completing applications and refer some complex issues or questions to appropriate persons; information provided relates to planning, zoning and wetlands regulations and related land use permits..
- Process permit applications, review for completeness, and collect and record the fees for various permit applications and subdivision or lot development bonds, for the Planning and Zoning Commission and the Conservation Commission, as well as the Zoning Board of Appeals, as needed. Prepare and submit fees and bonds to the Finance Department; maintain records of land use board decisions and applications, fees and bonds, and prepare appropriate reports;
- Prepare agendas, legal notices, backup materials, monthly application reading files and packets for the Planning & Zoning Commission and the Conservation Commission meetings; schedule meetings, post meeting materials on the Town website, post agendas and legal notices of land use board meetings and public hearings in Town Clerk’s office, the Land Use Department and on the Town’s website; prepare legal notices for newspaper and website publications; notify property owners of commissions meetings and public hearings as needed; notify appropriate people of decisions made by commissions; maintain files and recordings of land use board meetings in accordance with state statues and the Freedom of Information Act (FOIA).
- Arrange for site walks by Commission Members with appropriate owners and consultants.
- Research department records for past decisions, permits issued, and surveys and site plans, research online permit history, as well as land records in Town Clerks office, as requested; prepare records for court cases, as needed
- Screen incoming phone calls, complaints and correspondence, take action if appropriate or refer to appropriate staff member and follow up to ensure a timely response. Provide information by telephone, email or in person to property owners, applicants, town officials, employees, residents, appraisers, title searchers, real estate agents and attorneys.
- Compose routine correspondence and memoranda for signature by supervisor or commission chairs; prepare documents, spreadsheets reports, and records and maintain

manual and digital files and records as required. Gather and enter data to compile reports related to land use board decisions, permits and fees/bonds.

- Attend Planning & Zoning Commission and Conservation Commission meetings, prepare meeting minutes. File minutes with the town clerk, and post the minutes and recordings of meetings on the Town website when approved.
- Order Land Use Department supplies, enters invoices in the MUNIS system, and establishes purchase orders in accordance with Finance Department procedures.
- Provide assistance to the Building Inspector Administrative Assistant, the Building Department, and the Zoning Board of Appeals, as needed.
- Maintain all content for the Land Use Department and the 3 land use boards/commissions on the Town of Weston website; assist Land Use Department staff with the preparation of documents and spreadsheets, and provide general computer assistance, as needed.
- Perform special assignments and routine administrative functions as requested.
- Comply with OSHA.

Other Functions:

- Performs similar or related work as required, directed or as situation dictates.
- Participates in training and development
- Assists other departments, offices or staff with priority given to the Building Department, as needed to promote a team effort to serve the public

Minimum Required Qualifications:

Education, Training and Experience:

Must have a High School Diploma or GED with over three (3) years of increasingly responsible work experience preferably in a public agency, real estate or legal office or municipal government; or any equivalent combination of education and work experience and training. Strong knowledge of Microsoft Word, Excel, Google and Adobe applications.

Special Requirements: None

Knowledge, Ability and Skill:

Knowledge:

Knowledge of the principles and practices of modern office procedures, practices and techniques, including data and word processing, spreadsheets, database programs, electronic mail, information technology and website administration and the ability to obtain knowledge of related computer applications; knowledge of maintenance of legal records; knowledge of zoning,

planning building, wetlands and land use principles and terminology; basic understanding of land use regulations, deadlines and administrative process procedures.

Ability: Ability to acquire working knowledge of regulations, state statues and legal requirements of assigned department activities; ability to implement decisions in accordance with laws, ordinances, regulations and established policies; ability to process large volumes of paperwork; ability to utilize data & word processing applications as they related to the functions of the offices supported; ability to deal effectively with the public, contractors, vendors, persons needing assistance and staff.; ability to prepare reports as assigned; ability to prioritize work assignments to meet established deadlines and ability to multitask; ability to perform basic arithmetic calculations with various units of measure manually and /or using office equipment; ability to follow written and oral instructions; ability to work as a team with others to accomplish a project; ability to work effectively with minimal supervision. Ability to type at least forty words per minute with excellent accuracy.

Skill: Excellent verbal and written communication 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 in with dealing with public pleasantly and courteously.

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 chemical	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-Describe				
Other-Describe				

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 & Type				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-				
Other-Describe				

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.)



Jonathan Luiz <jluiz@westonct.gov>

[EXTERNAL] Land Use Administrative Assistant Position

1 message

Marina Zegarelli

Thu, Nov 11, 2021 at 11:25 PM

To: "jluiz@westonct.gov" <jluiz@westonct.gov>

Hello,
My name is Marina Zegarelli. Please find attached my resume, cover letter and Town of Weston Employment Application for the Land Use Administrative Assistant Position. Please let me know if you have any questions or concerns. I look forward to hearing from you.


Thank You,
Marina Zegarelli

--
www.linkedin.com/in/marina-zegarelli-4b165b135

3 attachments

 **Marina Zegarelli 11.21.docx**
98K

 **Marina.Zegarelli Resume 11.21.pdf**
95K

 **Town of Weston Application.pdf**
4472K

Marina Zegarelli
2 Amber Dr.
New Fairfield, CT, 06812

To Whom It May Concern:

Thank you for the opportunity to apply for the Land Use Administrative Assistant for the town of Weston. I am very excited about this opportunity and hope I am able to bring the skillset I have acquired through my education and professional experience.

I have my Bachelor of Science degree in Justice & Law Administration from Western Connecticut State University. I have considerable administrative experience and a strong interest in law and public policy I believe I am a strong candidate for the Land Use Administrative Assistant role.

During my Undergraduate studies, I was an ongoing seasonal employee of Putnam County Health Department as an Environmental Water Technician. I have experience representing local government and worked to ensure proper policies were being followed in regards to water and land use, while also performing administrative work.

Additionally I have considerable experience working with the public as a manager at a family restaurant, providing service to over 100 consumers a day which has taught me valuable customer service skills as well as the importance of attention to detail in the work environment.

As you will find on my resume, I am currently working part time as a Legal Administrative Assistant. I am looking to make the next step in my career by leveraging my skills and am confident, I will make a great asset to your department.

I look forward to hearing from you.

Thank You,

Marina Zegarelli

MARINA ZEGARELLI

New Fairfield, CT

EDUCATION

Western Connecticut State University
BS Justice & Law Administration

Danbury, CT
Aug 2014 - Aug 2019

WORK EXPERIENCE

Baker Law Firm
Real Estate & Probate Legal Assistant

Danbury, CT
July 2021 - Present

- Provided clerical, research, and administrative assistance to elevate efficiency of the law firm
- Answered phones, scheduled appointments, and reviewed pertinent real estate information
- Prepared initial drafts of organizational documents, including operating agreements and client correspondence
- Managed closing schedules for commercial and residential properties

Darcars Lexus of Mt.Kisco
Automotive Biller

Mt. Kisco, NY
August 2020 - December 2020

- Worked in a fast-paced, corporate environment to process vehicle titles and corresponding data entry into New York State Verfi System
- Reviewed incoming titles for accuracy with lien holder, VIN, odometer reading, and customer details
- Worked within multiple departments including sales & finance on title related matters

Four Winds Hospital
Mileu Manager

Katonah, NY
October 2018 - May 2020

- Applied deductive and independent reasoning skills in order to draw conclusions and facilitate the decision making process
- Deescalated patients in crisis situations using conflict resolution, problem solving and influencing skills
- Maintained highly confidential patient information
- Functioned in a team environment while displaying professional maturity and interacting with all levels of management

Zegarellis Pizzeria & Tavern
Waitstaff Manager

Brewster, NY
May 2012 - Present

- Communicated customers needs using written and verbal communication skills
- Worked in a very high-paced environment while providing excellent customer service
- Used strong internal and external customer service skills to provide pleasant dining experience

Putnam County Health Department
Seasonal Environmental Water Technician

Brewster, NY
May 2015 - September 2017

- Acted as a liaison between business owners and Putnam County officials
- Worked independently in the field to collect and test water samples from different facilities in Putnam County
- Worked within multiple departments to ensure proper policies were followed in regards to water and land use

SKILLS

Microsoft Suite: Office, Excel, Word, Powerpoint

LICENSES & CERTIFICATES

Real Estate Contracts
Discovered an overview of the most common real estate contracts

Linkedin Learning
January 2020

Security Training SEC-105
Cyber Security Safety

New England Computer Group
October 2021

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: 11-11-21	Position: Land use Administrative Assistant
----------------------------------	--

PERSONAL INFORMATION

Last Name Zegarelli	First Name MARINA	Middle Name or Initial E		
Address Number 2	Street Amber Drive	City New Fairfield, CT	State CT	Zip Code 06812
Home Phone #:		Cell Phone #:		
Email Address:				
8AM - 12pm		Best time of day to contact you:		

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:

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

- Dates of prior Town employment:

- 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): New Fairfield High school

City/State: New Fairfield, CT

College Information (list all schools attended):

College attended (name): Western Connecticut State University

City/State: Danbury, CT

Major(s): Justice & Law Administration Degree(s) earned: Bachelors of Science

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): Baker Law Firm
Danbury, CT

Employer Phone #:

Position/Job Title: Legal Administrative Assistant

Start Date: July 2001 End Date: Present

Full-Time Part-Time Per diem Number of hours worked per week: 25

Name & Job Title of Immediate Supervisor: Lisa Powers

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:

- Provided clerical, research, and administrative support.
- Answered phones, scheduled appointments, and reviewed pertinent real estate information.
- Prepared initial drafts of organizational documents, including operating agreements and client correspondence.

Reason for Leaving:

Currently Employed

2. Employer (Name/City/State): Zegarellis Restaurant Bar Pizza & Catering

Employer Phone #:

Position/Job Title: Server/Manager

Start Date: May 2012 End Date: Present

Full-Time Part-Time Per diem Number of hours worked per week: 20

Name & Job Title of Immediate Supervisor: Sam Zegarelli

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:

- Communicated customers needs, using written & verbal communication skills.
- Worked in a very high paced environment while providing excellent customer service

Reason for Leaving:

Currently Employed

3. Employer (Name/City/State): Four Winds Hospital
Katonah, NY
Employer Phone #:

Position/Job Title: Milieu Manager

Start Date: Oct 2018 End Date: May 2020

Full-Time Part-Time Per diem Number of hours worked per week: 40

Name & Job Title of Immediate Supervisor: Human Resources

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:

Functioned in a team environment, while displaying professional maturity & interacting with all levels of management
Applied deductive & independent reasoning skills in order to draw conclusions & facilitate the decision making process
Created corresponding staff & patient schedules

Reason for Leaving:

4. Employer (Name/City/State): Putnam County Health Dept
Brewster, NY
Employer Phone #:

Position/Job Title: Environmental water technician

Start Date: May 2015 End Date: Sept 2017

Full-Time Part-Time Per diem Number of hours worked per week: 40

Name & Job Title of Immediate Supervisor: Rob Morris
Director

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:

Acted as a liason between business owners & Putnam County Officials
Worked independently in the field to collect & test water samples from different facilities in Putnam county.

Reason for Leaving:

Seasonal

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: _____

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

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

My administrative skills include
- 3+ years in government experience as well as
- 7+ years in customer service. Additionally I have
professional experiences which include proven
organizational skills & attention to detail.

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

1/25/22 Typing Test Marina Zegarelli

Your Typing x +

pingtest.com/result.html?acc=97&nwpm=46&gwpm=47&ncpm=231&gcpm=237&dur=182&time=1682&score=100&id=...

PURDUE
UNIVERSITY
GLOBAL

World-Class Associate's,
Bachelor's, and Master's
Degrees

LEARN MORE

Public | Online | Accredited

Your Test Score

RETAKE TEST

TESTS

47
WPM

x

97%
4 typos

=

46
WPM

Typing Speed

Accuracy

Net Speed



How About Training?

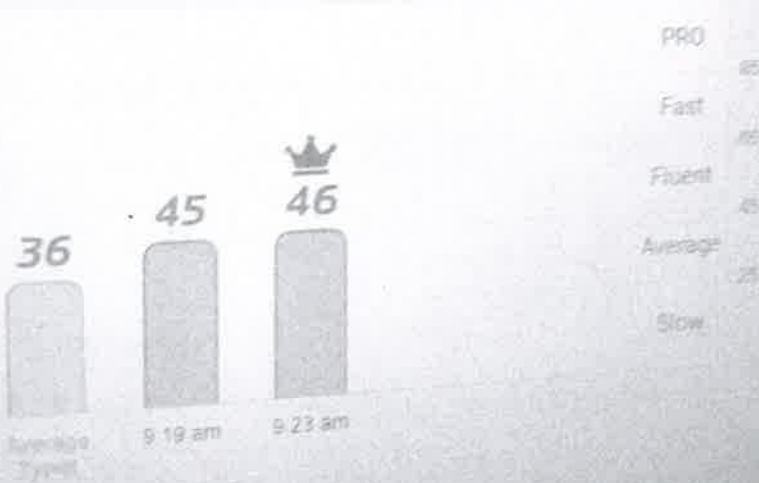
With touch typing your
typing speed could be

+ **26%**
faster!

TRAIN NOW

Tricky Keys

Challenge Friends



re to search

8. Interview Dana Levin for appointment to the Board of Assessment Appeals as an alternate: No motion

Dana A. Levin

Education:

The George Washington University, Washington, D.C.

Masters of Business Administration, Concentration - Marketing

Vassar College, Poughkeepsie, NY

Bachelor of Arts, Major - Psychology

Concentrations - Economics, American History

Experience:

Realtor, Westport, CT - currently with **Keller Williams Prestige Properties**

Carl Bernstein for the 135th Assembly District, Weston/Easton/Redding, CT
Assistant Treasurer for political campaign. Responsible for collecting contributions and verifying donor validity, accounts payable, and completing periodic filings with the Connecticut State Elections Enforcement Commission.

Free-Lance Motion Picture Production Accountant, Los Angeles, CA and New York, NY

Responsible for accounting functions on motion picture production/post-production including: cash flow, accounts receivable, accounts payable, petty cash handling/reconciliation, analyzing budget variances.

KCET, Los Angeles, CA

Television Production Finance Comptroller - assigned to various television series at Los Angeles' PBS station. Responsible for budgets, variance analysis, accounts payable. Interfaced with production and station management/executives.

Rocketdyne Division, Rockwell International, Canoga Park, CA

Materials Department Financial Analyst - budget responsibility for the materials portion of major aerospace programs including the National Aerospace Plane (NASP) initiative and the International Space Station. Interfaced with engineers, procurement management, and departmental management. Promoted after six months. Department of Defense Secret Clearance.

Busby, Rehm and Leonard, P.C., Washington, DC

Full-time assistant at boutique international trade law firm while attending graduate school. Assisted partners and associates in preparing cases including financial analysis and photography of exhibits. Interfaced with clients. Attended Congressional hearings and briefings of Congressional staff. Planned events for trade association clients. Assisted at Democratic presidential candidate fundraiser.

Neuberger and Berman Management, New York, NY
Assistant to the Corporate Secretary.

Bank of America, NT& SA, Beverly Hills, CA
Trust Officer training. Assisted trust officer in handling all aspects of client accounts. Confidential clients included executives, celebrities, and major politicians. Promoted twice in 18 months.

Community Involvement:

Member, Saugatuck Rowing Club

Weston Board of Education, Member: 2007-2015

Board Secretary/Treasurer, Chair, Policy Committee, Member, Curriculum Committee. Also served as Chair, Communications Committee and Member

Transportation Committee

Spearheaded SRO Initiative

Weston Democratic Town Committee - Former Search Chair

Hurlbutt Elementary School PTO President: 2006-2007

Weston Intermediate School PTO - Founding editor of monthly parent newsletter

Weston Middle School PTO - Grade Chair: 2006-2007

Weston Newcomers and Neighbors Club - President: 2002-2003

Temple Israel, Westport, CT - Former Youth Committee Chair

9. Interview of Mark Brennen for appointment to the Historic District Commission: **No motion**

10. Interview of Fran Sheff-Mauer for appointment to the Historic District Commission: No motion

11. Interview of Darrell Grigerick to the Parks and Recreation Commission: No motion

DARREL E. GRIGERICK M.A., RDCS

[REDACTED]
Weston, CT 06883
[REDACTED]
[REDACTED]

EXPERIENCE

THE STAMFORD HOSPITAL

Stamford, CT (07/10-Present)

Supervisor, Noninvasive Cardiology

Responsible for the supervision of 40 staff members at five outpatient and one inpatient locations. Oversee the day to day operations of Nuclear stress testing, EKG, Holter, transthoracic echocardiography, stress echocardiography and transesophageal echocardiography. Responsible for IAC echo accreditation and all Quality Assurance programs and meetings. Responsible for staff and physician training for all department equipment and structured reporting systems. Work in partnership with other departments, physicians and administration to delivery excellent patient care. Responsible for staying within labor and expense budgets.

BAYSTATE MEDICAL CENTER

Springfield, MA (11/7-7/10)

Supervisor, Echocardiography Lab

Responsible for the day to day operations of the inpatient and outpatient echo services as well as the supervision of the echo staff. Responsible for IAC echo accreditation. Responsible for staying within labor and expense budgets.

BAYSTATE MEDICAL CENTER

Springfield, MA (08/05-11/07)

Cardiac Sonographer III

Provide compassionate care in performing adult and pediatric 2D, Mmode, Doppler and contrast transthoracic echocardiograms, as well as pre-cardiac resynchronization ultrasound examinations to Baystate's inpatient and outpatient populations. Also responsible for delivering high quality clinical instruction for Baystate's Echocardiography students, as well as the hospital's Cardiology Fellows.

EDUCATION

JOHNS HOPKINS HOSPITAL SCHOOL OF MEDICAL IMAGING

Baltimore, MD 2004-2005

Certified Cardiac Sonography Program

Program included didactic and clinical instruction in echocardiography and heart pathologies. Responsible for independently performing echocardiograms in all areas of the hospital.

CLEMSON UNIVERSITY

Clemson, SC 2000-2005

Master of Arts in Professional Communication

Program included instruction in Public Relations, Professional Writing, Organizational Communication and Rhetorical Theory.

COASTAL CAROLINA UNIVERSITY

Conway, SC, 1997-1999

Bachelor of Arts in Interdisciplinary Studies

Program included courses in Communications, Gerontology, Psychology and Personnel Management.

Gerontology Certificate

Awarded December 15, 1999.

VOLUNTEERING

US Food Rescue, Stamford Hospital Foundation

TECHNICAL SKILLS

Philips IE33, Philips CX50, Siemens SC2000, General Electric Vivid 7, General Electric Dimension, Enconcert digital system, Echo Pac digital system, and Vericies digital system; Microsoft Office Suite and Adobe PageMaker.

Professional

ARDMS Registered Diagnostic Cardiac Sonographer (RDCS). BSE British Society of Echocardiography.

Certifications

12. Interview of Abigail Squance for appointment to the Conservation Commission: No motion



Fwd: [EXTERNAL] Vacancy on Conservation Commission

1 message

Dr. Tom Failla <conservationplanner@westonct.gov>

Fri, Jan 21, 2022 at 10:41 AM

To: Tracy Kulikowski <tkulikowski@westonct.gov>, Jonathan Luiz <jluiz@westonct.gov>, Sarah Schlechter <sarah@schlechter.net>
Cc: Holly Charlesworth <hcharlesworth@westonct.gov>, Abigail Squance <abigail@devoreassoc.com>

Colleagues - With Sara Beer on vacation now until early Feb. I wanted to be sure the BOS is aware of Abigail's qualifications and strong interest in serving on the Conservation Commission so the process can move forward. Cheers Tom

Dr. Tom Failla

Conservation Planner

Town of Weston

203.222.2681

203.331.6035

203.222.2537 (fax)

ConservationPlanner@westonct.gov

This message may contain PRIVILEGED AND CONFIDENTIAL INFORMATION. If you are not the intended recipient, do not read, copy or distribute the email or any attachment. Instead, please notify the sender and delete the email and any attachments. Thank you.

----- Forwarded message -----

From: **Abigail Squance** <abigail@devoreassoc.com>

Date: Fri, Jan 21, 2022 at 9:57 AM

Subject: [EXTERNAL] Vacancy on Conservation Commission

To: executiveassistant@westonct.gov. <executiveassistant@westonct.gov>

Cc: conservationplanner@westonct.gov <conservationplanner@westonct.gov>, Abigail Squance <amsquance@gmail.com>

Good morning Sara,

Tom Failla has suggested I reach out to let you know that I would be interested in contributing my time and skills to the Conservation Commission.

I have been a resident of Weston for 20 years and the family is already active in serving the Town. Both my husband and youngest son are members of the WVFD. My eldest son is currently enrolled in the FF1 course, and we hope will be joining their ranks in the near future.

I am a practicing landscape architect. The core of the work is residential and geographically ranging from RI (Newport, Watch Hill), NY – predominantly in the Hudson Valley and Bedford areas, and CT with projects throughout Fairfield County.

My primary area of expertise is horticultural and many of our projects must comply with and address the requirements of working within the existing natural environments – be it wetlands or coastal (CAM).

This process involves the generation of permitting applications and the ability to guarantee in our designs that all proposed activities will safe guard, mitigate and ideally enhance existing conditions.

One such example is in New Canaan. The program began with the removal of all invasives, followed by the liberation of a stream and creation of vernal pools. The area was interplanted with a selection of native trees, shrubs, perennials, grasses, sedges and aquatic plants to maximize potential habitat creation.

A board walk was built to provide access for longer term management and maintenance as well as an opportunity for recreational enjoyment of a previously ignored and underappreciated acreage of the

property.

A selection of similar programs can be viewed on the website below interspersed with full site development.

Landscape conservation is a core component of my everyday work, and I would hope this expertise could be utilized successfully as a contributing member of the Conservation commission.

Thank you for your consideration.

Abigail

ABIGAIL M. SQUANCE
Project Manager / Horticulturist

DEVORE ASSOCIATES, LLC.
2557 BURR STREET
FAIRFIELD, CT 06824

TEL 203.256.8950 x12
FAX 203.256.8952
CELL 203.521.0058

Abigail@devoreassoc.com

www.devoreassoc.com

ABIGAIL M. SQUANCE

~~48 Tenth Spring Drive~~

~~Weston CT 06883~~

Tel:

~~203 521 0058 (cell)~~

~~abigailsquance@gmail.com~~

SENIOR LANDSCAPE DESIGNER, PROJECT MANAGER AND HORTICULTURIST

PROFESSIONAL EMPLOYMENT:

2018-Present **Devore Associates Landscape Architects, L.L.C., Fairfield, CT.**
Project Manager and Horticulturist

Full project management: focusing on collaborating on the generation of master plans, cost estimates, construction drawings, planting plans and construction specifications.

The supervision of all aspects of project installation (masonry, planting, lighting and irrigation) The generation and supervision of long-term landscape management programs for completed projects. Extensive experience in the permitting for and implementation of wetlands restoration and mitigation programs.

Selection of Project Involvement:

House on the Hill, Watch Hill, RI:

2022 CT ASLA Merit Award Winner.

Restoration of 1920's summer house. Reclamation and development of the property incorporating retaining walls for maximum access and use.

Arts and Crafts House, Greenwich:

House was extended and renovated. New exterior elements had to complement existing landscape features. The incorporation of a decorative vegetable garden viewed from main terrace. The reclamation and rejuvenation of a wetland stream. And, the ongoing development of the wetland meadow.

A Coastal Home, Stamford:

2018 CT ASLA Honors Award Winner.

New House Construction required to conform to all DEEP and CAM Regulations. Native and Coastal Planting program.

Country Estate in New Canaan:

2012 CTASLA Honors Award Winner.

Site featured in a New Canaan Nature Centers 2012 Secret Garden Tour.

Full site development included a Bio Top Pool. The introduction of stepped terrace walls incorporating an extensive rill system. The development of perennial gardens - both formal and informal. The restoration and expansion of the mixed fruit orchard. The design and planting of an organic roof top vegetable and herb garden. A full wetland restoration program involving the removal of over 500 trees, the creation of vernal pools and a walking path with an elevated board walk.

Long term projects:

Ongoing property management and development involving the collaboration with the landscape maintenance companies of multiple properties in Greenwich, New Canaan, Westport, Redding and Ridgefield.

2010 – Present **AMSD LLC Principal (Landscape Design Consulting Firm):**
Primary Client - Devore Associates L.L.C.
Landscape Designer and Project Manager

Select individual projects in Greenwich, Darien, Fairfield and Weston.

2006 -2010 **Devore Associates Landscape Architects, L.L.C., Fairfield, CT**
Project Manager

2001 - 2006 **Wesley Stout Associates, Landscape Architects, L.L.C., New Canaan, CT**
Project Manager

1993 - 2001 **Senior Lecturer at Bournemouth University (Associate Professor) UK**
Subjects taught on BSc. Land Based Industries: Landscape Design and Management, Historic Landscape Restoration and Management, Horticultural practices – Commercial and Recreational, Plant Anatomy, Physiology and Botany.
Subjects taught on BA Tourism: Historic Attraction Destinations – Preservation, management, and interpretation.

1989-1990 **Assistant Gardener Chelsea Physics Garden, London, UK**
Duties included the collection and distribution of Garden Seeds for International Seed List.

Skills: AutoCAD, Photoshop, MS Office, Word and Excel, Adobe.

EDUCATION:

Diploma in Horticulture (Hons.) 1990-1993
Royal Botanic Gardens, Kew, London, U.K.

Diploma in the Conservation and Restoration of Historic Parks and Gardens, 1988-1990
Architectural Association, London, U.K.

Diploma in Garden Design and Construction 1987-1988
Inchbald School of Design, London, U.K.

MA (Hons.) Medieval History 1987
St. Andrew's University, Scotland, U.K.

13. Acceptance of Laura Cleary's resignation as Youth Services Director: I move to accept Laura Cleary's resignation



Jonathan Luiz <jluiz@westonct.gov>

Laura Cleary resignation email

1 message

Laura Cleary <lcleary@westonct.gov>

Tue, Jan 25, 2022 at 4:57 PM

To: Jonathan Luiz <jluiz@westonct.gov>, Samantha Nestor <snestor@westonct.gov>, Allison Lisbon <alisbon@westonct.gov>

Hello Sam and Jonathan,

I'm sending this email to inform you that I am resigning from the Weston Youth Services Director position in order to pursue a full time opportunity. I appreciate the opportunity to serve Weston youth and families since September 2018, and to work with this amazing and supportive Social and Youth Services team.

My final day of my full work week will be Thursday February 10th. I would be open to, and would like to, work approximately 4- 6 hours remotely through early-March to wrap up projects, do final monthly meetings, March newsletter, and assist in transitioning my projects to others as appropriate.

Laura Cleary, LMSW

Weston Youth & Social Services
lcleary@westonct.gov
203-222-2585

**14. Presentation of the Lachat Schedule of Large
Events for 2022: No motion**



Jonathan Luiz <jluiz@westonct.gov>

[EXTERNAL] Projected Events for 2022- Lachat Town Farm

1 message

Elizabeth Zeppernick <ezeppernick@gmail.com>

Wed, Jan 26, 2022 at 4:48 PM

To: Jonathan Luiz <jluiz@westonct.gov>

Hello Jonathan,

Here are the projected events for the farm for 2022. Thank you for sharing this with the BOS. This represents a maximum number of events that we plan to have so that the neighbors and public can see what could occur but, as you can see with the TBD's, there is not a specific event yet scheduled for each listing and they could be 'unused' for that month. All large events will be posted on our website.

Please let me know if you have any questions and for alerting me as to which BOS meeting this will be presented.

Thank you,

Elizabeth

 **2022 Events at Lachat .docx.pdf**
274K



Lachat Schedule of Large Events- 2022

The following list is a tentative plan for large events totaling more than 100 people at the farm at one time. This list represents a maximum number and some events listed below may not take place. Exact Dates are to be determined.

January:

March:

- Day Time Event- TBD**
- Day Time Event- TBD**
- Day Time Event- TBD**

April:

- Earth Day (Day time)**
- Day Time Event- TBD**
- Day Time Event- TBD**

May:

- Spring Fundraiser (Evening)**
- Day Time Event- TBD**
- Day Time Event- TBD**

June:

- Music in the Meadow (Evening)**
- Farmers Market (Evening)**
- Day Time Event- TBD**

July:

- Music in the Meadow (Evening)**
- Farmers Market (Evening)**

August:

- Music in the Meadow (Evening)**
- Farmers Market (Evening)**
- Day Time Event- TBD**

September:

- Farmers Market (Evening)
- Music in the Meadow (Evening)
- Day Time Event- TBD

October:

- Hoe Down (Evening)
- Evening Event
- Day Time Event- TBD

November:

- Day Time Event- TBD
- Day Time Event- TBD

December:

- Holiday Market (Day time)
- Day Time Event- TBD
- Day Time Event- TBD

15. Discussion/update with representation from the Sustainable Weston Committee: No motion

16. Adjournment: No motion