COLLECTIVE BARGAINING AGREEMENT

By and Between

Town of Prospect

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU), Unit 115
Prospect Municipal Employees

July 1, 2022– June 30, 2025

{W342:023;4}

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This Working Agreement (the "Agreement") is made by and between the Town of Prospect (the "Town") and UPSEU – Prospect Municipal Employees Local 424 – Unit 115 (the "Union"). This Agreement is entered into as of July 1, 2022.

ARTICLE 1 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employees of the Town of Prospect working 20 or more hours per week, excluding police, fire, public works and supervisory employees and all others excluded by law, as such bargaining unit is described in Connecticut State Board of Labor Relations Decision No. 4958.

ARTICLE 2 – EMPLOYEE CLASSIFICATIONS

Section 1: For purposes of this Agreement, bargaining unit members (excluding temporary employees) regularly scheduled to work thirty (30) or more hours per week will be considered regular full-time employees. Bargaining unit members (excluding temporary employees) regularly scheduled to work less than thirty (30) hours per week will be considered part-time employees.

Section 2: Newly hired employees shall be considered probationary employees for a period of ninety (90) calendar days from the date of employment.

Section 3: The Town may discharge a probationary employee at any time before the successful completion of the probationary period and such discharge shall not be subject to the just cause, grievance and arbitration provisions of this Agreement.

Section 4: Upon successful completion of the probationary period, an employee shall have his or her seniority calculated from the date of hire.

Section 5: The Town may hire temporary employees to temporarily supplement the workforce.

Section 6: The hourly rate of pay for temporary employees shall be set at the Town's discretion.

Section 7: Temporary employees shall not be entitled to any fringe benefits, including (but not limited to) sick leave or other leaves of absence, holidays, vacation, insurances, pension, etc., nor shall they be covered by any other provision of this Agreement.

Section 8: The retention of such temporary employees shall be at the sole discretion of the Town except as limited herein. No temporary employee shall be

guaranteed employment if a regular position becomes available. However, if such employee is hired into a regular position, he or she shall serve the initial probationary period set forth in this Agreement and his or her seniority shall be determined by the date of hire into a regular position. If such employee is hired into a regular position of the same type (i.e., the same job classification and the same full-time or part-time status) as the temporary position immediately following the temporary assignment, the period of such temporary employment shall count toward the probationary period for the regular position.

ARTICLE 3 – UNION SECURITY

Section 1: The Town will deduct from the pay of employees who provide written authorization for such deductions, such membership dues and agency fees as may be fixed by the Union.

Section 2: Deductions under this Article shall be made weekly and remitted to the Union along with a list of names of employees from whose wages such deductions have been made.

Section 3: The Union shall indemnify and 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.

Section 4: The Town agrees to notify the Union of new hires, including the new hire's name, job classification, work location, hours, telephone number and home and e-mail addresses, within seven (7) calendar days of the employee's hire.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes the sole and exclusive prerogative of the Town to operate and manage its affairs in all respects in accordance with its public trust and interest, and further recognizes that the powers and authority which the Town has customarily possessed in the past, and has not had officially and specifically abridged, delegated or modified by this Agreement, are retained by the Town. Such rights, whether exercised or not, include, without limitation, establishing standards of productivity and performance of its employees; determining the mission of the Town and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions or programs in whole or in part; the relief from duty of its employees because of lack of work or budgetary or financial reasons; and the taking of all necessary actions to carry out its mission.

ARTICLE 5 – HOURS OF WORK

Section 1: Hours of work shall be established by the Town based on the Town's business needs. Notwithstanding the foregoing, the Town shall provide reasonable advance notice of any changes to an employee's regular schedule. Unless a bona fide emergency exists, the Town will provide such notice in writing at least two (2) weeks in advance of the change. Employees may continue to use flexible work schedules, subject to the Town's and the employee's department's business needs and authorization from the employee's supervisor or his or her designee.

Section 2: Employees shall be paid one and one-half (1 ½) time their regular rate of pay for all hours worked in excess of forty (40) during the work week.

Section 3: If an employee is required to fill their respective department head's position on an interim basis continuously for more than forty-five (45) calendar days, such employee will begin receiving an additional $1.50 for each hour worked in such interim role after such forty-five (45) calendar day period.

Section 4: The Town may call an employee in to work outside of regularly scheduled work hours. In the event that an employee is called in without advanced notice outside of his or her regularly scheduled hours or outside a previously scheduled Town event, the employee will receive a guarantee of two (2) hours pay at the employee's base hourly rate, except that an employee who is called in less than two (2) hours before the start of his or her regular work day or previously scheduled Town special event shall be paid for such time at his or her base hourly rate.

ARTICLE 6 – JOB OPENINGS AND TRANSFERS

Section 1: When an opening occurs in an existing bargaining unit job classification, a notice for the opening will be emailed to bargaining unit employees and posted at the Town Hall, Library, Police Department, Senior Center and Community Center for at least five (5) days, stating the job classification, rate of pay, the nature of the job requirements, and the deadline by which anyone wishing to apply for the position must notify the Mayor's office.

Section 2: Employees wishing to apply for the transfer must do so in writing.

Section 3: Nothing herein shall prevent the Town from posting for an open position externally. The Town will fill the job opening by selecting the most qualified applicant, taking into account legitimate business factors such as an applicant's education level, experience, training and ability. If two internal candidates have the same overall qualifications with regard to factors such as education level, experience, training and ability, the candidate with the most

seniority will be given preference for the position.

Section 4: Transfers, not resulting from a layoff, may be made by the Town for legitimate business reasons. Whenever possible, such transfers shall be made to a position with equal number of hours and to an equivalent position from that which the bargaining unit member previously held, with no reduction in pay or benefits. The employee being involuntarily transferred shall be given at least two (2) weeks' notice prior to the transfer, and shall be informed in person by the Mayor as to the reason for the transfer.

ARTICLE 7 – DISCIPLINE

Section 1: Employees shall not be disciplined or discharged except for just cause or lack of work.

It is the Town's general practice to use progressive disciplinary counseling procedures between the employee and his or her immediate supervisor in which the supervisor will explain the charges and allow the employee to explain his or her position. The procedures provide for sanctions to be imposed on an employee to correct inappropriate behavior, whether the behavior is a single offense, repeated offenses of a similar nature, or multiple offenses of differing nature.

When possible and appropriate, the steps of progressive discipline will be as follows:

Verbal Warning
Written Warning
Suspension
Discharge

The Town reserves the right to skip, advance or repeat any level of discipline that it deems appropriate. Depending on the individual circumstances, the Town may, at its option, advance the level of discipline to the step it deems appropriate, up to and including immediate discharge from employment.

Section 2: A copy of any written disciplinary action shall be placed in the employee's personnel file and copies shall be furnished to the Union and affected employee within one (1) working day.

ARTICLE 8 – RESIGNATIONS

If possible, written notice of resignation must be provided to the employee's supervisor at least two (2) weeks in advance of a voluntary resignation; provided, however, the Town may,

in its discretion, waive the two (2) week notice period and terminate the employee's employment earlier, in which case the Town will pay the employee his or her regular wages in lieu of the notice period (capped at two weeks). In the event the Town elects to terminate earlier the employment of an employee who provided at least two (2) weeks notice, such termination shall remain classified as a resignation unless (1) such resignation is in lieu of likely or actual involuntary termination, or (2) the Town has just cause to earlier terminate such employment. In no event shall such termination be subject to the grievance procedure.

ARTICLE 9 - SENIORITY, LAYOFF, RECALL

Section 1: Seniority is defined as the total continuous length of service in the bargaining unit since the employee's last date of hire.

Section 2: An employee shall lose his seniority when he or she:

a. Quits voluntarily or retires.
b. Is discharged for just cause.
c. Fails to return to work within five days after notice of recall.
d. Is absent, except for layoff, for three consecutive working days without notice to his or her supervisor. In the event of an emergency, such notice shall be given as soon as possible.
e. Is laid off for a period of eighteen (18) consecutive months.

Section 3: The Town will lay off employees in inverse order of seniority (i.e., least senior) within impacted job classifications, provided that the employees to be retained are qualified to perform available work. The Town will recall employees in reverse order of layoff (i.e., most senior) within impacted job classifications, with the last laid off to be the first recalled.

Section 4: Layoffs within a job classification shall be in the following order:

a. Seasonal or temporary employees;
b. Probationary employees;
c. Part-time employees;
d. Full-time employees.

Section 5: Laid off employees shall be entitled to recall according to seniority for a period of 18 months from layoff, provided that the affected employee must keep the Town advised of his or her current address, e-mail and telephone number. If the employee notifies the Town by certified mail prior to the execution of recall rights and prior to the expiration of the original 18 month recall period that they wish to extend the recall time for additional six months, it shall be granted.

Section 6: The Town shall provide the Union a seniority list updated annually, which list may be provided electronically.

Section 7: New hires shall not accrue seniority until after successful completion of the 90 calendar day probationary period. Upon successful completion of the probationary period, seniority shall be calculated from the employee's date of hire.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1: A "grievance" is a dispute over the application or interpretation of a specific provision of this Agreement, and shall be processed exclusively in accordance with the procedure set forth herein. The parties agree to resolve grievances on as low an administrative level as possible.

Section 2: The Union may appoint a steward solely for the purpose of discussing grievances in accordance with this Article. The Union staff representative will be given reasonable access to the Town offices for purposes of investigation and processing grievances in accordance with this Article. Employees shall not engage in Union activity during working time except as necessary to process a grievance in accordance with this Article.

Step 1. A grievance must be presented in writing to the employee's department head no later than seven working days after the events giving rise to the grievance allegedly occurred. The department head, the steward (or unit officer) and the grievant shall meet within seven working days after the grievance is received to resolve the grievance. The department head may resolve or deny the grievance subject to the final approval of the Mayor.

Step 2. If the grievance is not resolved at the Step 1 meeting, the Union representative may present the grievance in writing to the Mayor within five working days of receipt of the Step 1 decision. The Mayor or his or her designee, the Union staff representative and the grievant shall meet within 10 working days after the grievance is received by the Mayor under this Step to resolve the grievance. The Mayor shall issue a decision within 15 working days after the grievance is received by the Mayor under this Step.

Step 3. In the event the Mayor and the Union staff representative fail to reach a mutually satisfactory settlement at the Step 2 meeting, the Union may within 30 calendar days of receipt of the Mayor's Step 2 decision file the grievance with the State Board of Mediation and Arbitration (the "Board") and use mediation services if mutually agreeable to the Town and the Union.

Section 3: The decision and award of the arbitrator shall be in writing and shall be final and binding upon all parties. The arbitrator shall have no authority to change, amend, add to, or subtract from any of the specific provisions of this Agreement and shall have the authority only to determine whether, by the acts alleged in the grievance, the Town misinterpreted or misapplied the specific provision expressed in the Agreement as the Union claims.

Section 4: The time limits specified herein may only be extended by mutual written agreement of the Town and the Union. Failure by the steward or the Union representative to process a grievance within the time limits provided above shall be deemed a waiver of such grievance, and the grievance shall be considered resolved in accordance with the position of the Town. Failure by the Town to meet or respond to the grievance within the time limits provided above shall permit the Union to process the grievance to the next step within the time limits set forth above.

Section 5: An employee with information necessary to the dispute and their local, shall be permitted to attend arbitration and prohibited practice conferences and hearing, as necessary, without loss of pay. The Union shall be reasonable with the use of witnesses.

ARTICLE 11 - HOLIDAYS

Section 1: The following days are designated and observed as paid holidays for regular full-time employees:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas Day
Floater (may be taken on the day Juneteenth is observed in the State of Connecticut or within 30 days before and after employee's birthday)

The Town shall also provide a paid holiday on the day before Christmas if such day falls on a regularly scheduled work day. The Town will provide one-half paid holiday for the day before New Year's Day if such day falls on a regularly scheduled work day.

Section 2: If the holiday, except for Christmas Eve or New Year's Eve, falls on a

Sunday, the holiday will be observed on the following Monday. If the holiday, except for Christmas Eve or New Year's Eve falls on a Saturday, the holiday will be observed on the preceding Friday.

Section 3: To be eligible for holiday pay, an employee must work his or her last regularly scheduled day before the holiday and the next regularly scheduled day after the holiday, except in the case of a prior approved absence.

Section 4: If a Library employee is required to work on a holiday other than a legal state holiday, such employee may, at his or her option, be paid time-and-one-half for hours worked on such holiday or be provided compensatory time equivalent to the number of hours that such employee worked on such holiday. If the employee elects compensatory time, such time may be used prior to the end of the fiscal year at a time mutually agreed between the employee and his or her supervisor.

Section 5: If a holiday falls during an employee's vacation, he or she shall not be charged a vacation day and shall be paid for said holiday.

Section 6: The Floater holiday shall be scheduled on a day mutually agreed upon by the employee and his or her supervisor.

ARTICLE 12 - VACATION

Section 1: Regular full-time employees shall be granted annual vacation at their base rate of pay computed from their anniversary date of employment in accordance with the following schedule:

a. One (1) week of vacation on the anniversary date of one (1) year of service.
b. Two (2) weeks of vacation on the anniversary date of two (2) years of service.
c. Three (3) weeks of vacation on the anniversary date of five (5) years of service.
d. Four (4) weeks of vacation on the anniversary date of ten (10) years of service.
e. Five (5) weeks of vacation on the anniversary date of fifteen (15) years of service.
f. Employees hired on or before May 1, 1987 will be granted six (6) weeks of vacation.

Section 2: Employees shall take their vacations at times agreeable to the employee's supervisor, subject to the needs of the department. Responses to requests for vacation time shall not be unreasonably delayed. Employee shall not take

more than two (2) consecutive weeks of vacation without prior authorization from his or her supervisor. Employees in the same department will not schedule vacation during the same times. Seniority of employees by job classification shall determine vacation time priorities.

Section 3: Vacation may be taken in one-half (1/2) day increments. Vacation must be scheduled at least two (2) weeks in advance except that vacation time of one-half-day or more (up to one consecutive week) must be scheduled at least one (1) week in advance.

Section 4: Vacation days cannot be accumulated and must be used each fiscal year or be forfeited; provided, however, that up to five (5) days of unused vacation may, at the option of the employee, be paid out at the end of the fiscal year or be temporarily carried over to be used by September 15 of the subsequent fiscal year.

ARTICLE 13 – LEAVES OF ABSENCE

Section 1: Regular full-time employees shall be eligible for up to nine (9) paid sick days per year beginning each fiscal year. Employees may accumulate sick leave to a maximum of ninety (90) days.

Section 2: Employees must notify their supervisor on the first day of absence to be eligible for sick leave. The Town may require employees to provide a doctor's certificate stating the nature and duration of the illness or injury for any repeated absence of three (3) consecutive work days or more.

Section 3: The Town will grant three (3) personal leave days per fiscal year to regular full-time employees for any purpose other than to extend vacation, where applicable. The Town will be grant five (5) personal leave day per fiscal year to regular part-time employees. Personal days cannot be accumulated and must be used each fiscal year or be forfeited. Use must be approved by the employee's supervisor in advance, except in the case of a verifiable emergency notice shall be given as soon as possible. Unused personal days will not be paid upon termination of employment.

Section 4: Upon voluntary termination or retirement, employees shall receive payment for seventy-five (75%) percent of their accumulated sick leave. To be eligible to receive accumulated sick leave, an employee must provide a two-week notice prior to a voluntary termination, except in the case of an emergency. Upon death, the Town will pay the employee's estate seventy-five percent (75%) of the employee's accumulated sick leave.

Section 5: Employees discharged for just cause shall not be entitled to collect for any

accumulated sick days.

Section 6: In the event of a death in the immediate family of a regular employee or the immediate family of his/her spouse, such employee will be paid for the time lost from scheduled work at his base rate of pay to attend the funeral services not to exceed three (3) days. 'Immediate family' for the purpose of this clause is defined as parent, grandparent, spouse, sister, brother, child, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt and uncle or a domestic partner then-domiciled in the employee's household. The Town may request verification of the date of the death and funeral and the relationship of the deceased.

Section 7: An employee may use up to five (5) days of his/her sick leave when a member of the employee's household is ill. The Town may require that this request be accompanied by a Doctor's note.

Section 8: Paid military leave, not to exceed two (2) weeks shall be granted to employees who are required to serve a period of active Reserve or National Guard Duty. During this period, the employee shall be paid the difference, if any, between his regular and military pay. In cases of National or State 'call up of Reserves' the Town will conform to State/Federal statutes regarding any pay or reinstatement requirements.

Section 9: In accordance with the federal Family Medical Leave Act of 1993, eligible employees may take up to twelve (12) weeks of unpaid job protected leave for specific qualifying family and medical reasons, including pregnancy. In such cases, the employer shall, in accordance with and subject to applicable, continue health care benefits in the same manner as before the start of FMLA leave. The Town may require at its sole discretion that accumulated vacation time, sick days and/or other paid time off (such as personal days) be substituted and/or used concurrently with a leave of absence under FMLA.

Section 10: An employee who is summoned for jury duty should notify his or her supervisor immediately and furnish a copy of the summons. A copy of proof of service must be submitted at the end of the assignment. Employees who are summoned to jury duty will be given as much leave as needed to enable them to perform juror service. Regular full-time employees will receive their regular pay while serving on a jury during the first five days of service. Employees are to return to their respective jobs at the Town if they are dismissed from jury duty during the workday.

ARTICLE 14 - INSURANCE

Section 1: The Town shall provide the current Connecticut State Partnership Plan 2.0

medical plan or a substantially equivalent plan to regular full-time employees and their dependents during the term of this Agreement. The Town may change insurance carriers to provide these benefits. The parties recognize that, because the Town is a small employer with less than fifty (50) employees in its group health insurance plan, the terms of the insurance plan may be changed by the insurance carrier without the consent of the Town and that such changes shall be effective upon all employees in the plan. In such a circumstance, unless extenuating circumstances exist, the Town shall provide at least 30 days notice to employees of the changes to the policy. If the state of Connecticut disallows the Town to participate in a state health insurance pool, the parties agree to negotiate only this one item during the term of the contract.

Section 2: Employees shall contribute weekly under an IRS 125 tax free plan the following toward the premium cost for the coverage selected:

- Effective upon execution of this Agreement, employees shall contribute 16.5% of the premium cost of insurance.
- Effective July 1, 2023, employees shall contribute 17% of the premium cost of insurance.
- Effective July 1, 2024, employees shall contribute 18% of the premium cost of insurance.

Section 3: Employees who decline to participate in the Town's health insurance plan may elect to receive a payment of $115.00 per month, less regular payroll taxes and deductions.

Section 4: The Town will provide employees with Life Insurance coverage at a rate of one time their annual straight time earnings.

ARTICLE 15 - SHORT TERM DISABILITY

Section 1: The Town will provide short-term disability insurance coverage through an insurance provider for regular full-time employees who become temporarily disabled due to an injury or illness that occurred outside of work. Regular full-time employees who are eligible for short-term disability insurance coverage will receive 60% of their base wages for up to 26 weeks. Employees who are receiving 60% of their pay from the Town's short-term insurance carrier may use their accrued sick time to make up the difference between the 60% payment that they are receiving from the insurance carrier and their regular base weekly wages, for up to 26 weeks. After such an employee has exhausted their accrued sick time, the Town will pay the employee the difference between the 60% payment that they are receiving from the insurance carrier and their regular base weekly wages, for up to eight (8)

weeks.

Section 2: If a medical condition makes it necessary for an employee to take a short term disability leave, he must notify his or her supervisor in writing as soon as possible and provide written documentation from the treating physician attesting to the disability.

Section 3: Leaves of absence necessitated by medical conditions related to maternity are covered by the short-term disability leave policy.

Section 4: Employees on disability leave of absence must notify their supervisor of their intent to return to work. In addition, employees returning from disability leave must provide their supervisor with medical clearance to return to work.

Section 5: The Town will reinstate an employee returning from disability leave without loss of seniority.

ARTICLE 16 – RETIREMENT PLAN

Section 1: The Town shall continue to offer a defined contribution retirement plan to regular full-time employees on substantially similar terms as in effect as of the date hereof. In the event of a change in applicable law that requires the Town to substantially change terms of the defined contribution plan, the parties agree to negotiate only this one item during the term of the contract.

Section 2: The Town shall contribute no less than seven percent (7%) of employees' earned wages to the retirement plan each fiscal year; provided, however, that if the Town does not have an audited general fund surplus for any fiscal year, the Town may elect to contribute less than seven percent (7%) but not less than five percent (5%) in the subsequent fiscal year, provided that the Town first negotiate with the Union about the impact of this one item.

Section 3: Town contributions required under this Article shall be made in no less than two installments per fiscal year.

Section 4: Subject to any subsequent changes to the defined contribution plan, an employee shall be considered 100% vested after six years of continuous contributions are made on behalf of the employee into the plan.

ARTICLE 17 – INCLEMENT WEATHER / EMERGENCY CLOSURE

Section 1: There may be occasions when severe weather conditions, or other emergency situations, make it necessary to close, delay opening or close early one or more Town departments. However, for services to be provided, the Town

generally maintains a policy of remaining open during inclement weather conditions unless the severity of conditions mandates closing. The Town shall have the discretion for making decision regarding closing, delaying opening or closing early individual Town departments; provided, however, that if the Governor of the State of Connecticut declares a state of emergency during which non-emergency vehicles are banned from state roads, Town offices will be closed for the period of any such ban.

Section 2: If a Town department is closed for the entire day or a portion of the day pursuant to Section 1 of this Article, regular full-time and regular part-time employees of such department will be compensated for the hours they were regularly scheduled to work for the portion of the day that the office is closed. Regular full-time and regular part-time employees who are not scheduled to report to work (for example, employees who are on vacation, sick leave, personal leave, unpaid leave, etc.) will not receive such pay nor will they be provided any additional time off due to the office closing. The Town will notify impacted employees if a Town department is closed.

Section 3: If a Town department in which an employee works is open and the employee is not able to report to work due to a severe weather event, the employee may use available vacation or personal time in order to receive payment for the day or half-day (unless the employee's supervisor agrees to a shorter increment), or the day or half-day (or shorter increment if agreed to by the employee's supervisor) will be unpaid. Employees who are not able to report to work or will be late because of weather conditions must call their supervisor or his or her designee to report the absence or late arrival.

ARTICLE 18 - NO STRIKE / NO LOCKOUT

The Union shall not authorize a strike, slow-down, suspension, or stoppage of work nor shall there be any lockout by the Town.

ARTICLE 19 - WAGES

Section 1: Starting wages will be set at the discretion of the Town.

Section 2: Wages for bargaining unit work will be adjusted during the term of the contract as set forth below:

Effective Date	Wage Adjustment
July 1, 2022	2.25%
July 1, 2023	3.00%
July 1, 2024	3.00%

The hourly rate of any employee whose hourly rate is below $15.00 per on May 31, 2023 shall be increased to $15.00 on June 1, 2023. Such increase shall be in addition to other general wage increases provided in this Section 2.

ARTICLE 20 – UNION BUSINESS

Section 1: The Town shall provide a bulletin board, or space on an existing bulletin board, in a non-public space for the display of Union material.

Section 2: The Union may use a meeting room at a Town building for non-public union business; provided that the Union's use of the space does not conflict with any other event scheduled at the building and does not otherwise interfere with Town business.

Section 3: Representatives designated by the Union shall have reasonable access to the Town buildings where members of the bargaining unit are employed during working hours for the purpose of investigating working conditions, complaints or for any other purpose relating to the terms and conditions of this Agreement; provided, however, that the such access does not interfere with Town business and that the Union provides reasonable advanced notice to the Mayor and Department Head. The designated representative shall be an officer of the Union, the representative designated by the Union to administer the contract or an agent of the Union with specialized skills such as a safety and health representative. The names of the officers and the representative designated to administer the contract shall be provided by the Union to the Mayor and updated as changes occur.

Section 4: Up to two (2) employees who are designated unit officers may be excused from work without regular pay for up to two (2) days per fiscal year at the request of the Union to attend Union conferences or training. Such request shall be submitted to the Mayor as soon as is practicable but in no event later than one (1) week in advance. The granting of such request shall be subject to the needs of the Town and the employees' departments. Employees granted leave under this Section 4 will be required to use available vacation or personal time.

ARTICLE 21 – GENERAL PROVISIONS

Section 1: The Town shall permit each employee to inspect his or her personnel file and to make copies of his or her personnel file in accordance with the Connecticut Personnel Files Act, C.G.S. §31-128a, et seq.

Section 2: The Town shall continue its past practice with regard to paying for finger-printing for pre-employment background checks.

The Town shall also pay for professional certification fees and professional development costs required for an employee to maintain certifications necessary for his or her position, up to a total aggregate amount of $750 per fiscal year. An employee seeking payment or reimbursement for such fees shall provide the Town, upon request, reasonable documentation of the necessity of such fees.

Section 3: In accordance with applicable law, the Town and the Union agree not to unlawfully discriminate or harass against any employee on the basis of race, creed, color, religious belief, sex, sexual orientation, age, national origin, marital status, disability or membership or non-membership in the Union. The parties also agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the Town's operations. Notwithstanding the foregoing, this Article 21, Section 3 shall not be subject to the arbitration provisions of this Agreement.

Section 4: The Town will provide workers' compensation insurance coverage in accordance with applicable law. Notwithstanding the foregoing, this Article 21, Section 4 shall not be subject to the arbitration provisions of this Agreement.

Section 5: The Town shall have the right to establish, revoke, reverse or modify reasonable work rules and regulations, ethics rules and a code of conduct from time to time. Any such rules and code of conduct shall be distributed to new and current employees. Employees are required to abide by such rules and conduct of conduct to the extent that such rules and code conduct do not conflict with the terms of this Agreement.

Section 6: This Agreement constitutes the entire agreement between the Town and the Union and fully settles any and all demands and issues for the term of this Agreement with respect to any matters subject to negotiations at the time this Agreement was executed. Without limiting the generality of the foregoing, any benefit provided by the Town not specifically referenced in this Agreement may be modified or discontinued by the Town at any time.

Section 7: Employees are required to abide by the Town's personnel policies to the extent that such policies do no not conflict with the terms of this Agreement.

Section 8: In the event that any Article, Section or portion of this Agreement is declared invalid or unlawful by any court of competent jurisdiction, then such specific Article, Section or portion specified to be invalid or unlawful shall be deleted; however, the remainder of this Agreement shall remain effective.

ARTICLE 22 - DURATION

This Agreement shall be effective as of July 1, 2022, and as specified herein, and shall remain in effect until June 30, 2025.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed at Prospect, Connecticut as of July 1, 2022.

TOWN OF PROSPECT

_____

Mayor

UPSEU – PROSPECT MUNICIPAL EMPLOYEES LOCAL 424 – UNIT 115:

_____

9/13/22

_____

9/13/22

MEMORANDUM OF UNDERSTANDING

Regarding Article 13, Section 3
Paid Personal Leave for Part-Time Employees

The purpose of this Memorandum of Understanding is to address the interplay, if any, between the paid personal days provided to part-time bargaining unit members under Article 13, Section 3 and the amount of paid sick leave to which part-time bargaining unit members may be entitled under the Connecticut Paid Sick Leave Law, C.G.S. §§31-57r, et seq., as such law is in effect as of the date hereof (the "Act").

Part-time bargaining unit members may use the paid personal days provided for the reasons described in Article 13, Section 3, as well as for the purposes permitted under the Act.

To the extent that the Town is covered by the Act and that a part-time bargaining unit member is entitled to paid sick leave under the Act (based on his or her hours worked) in excess of the allotment of personal days provided in Article 13, Section 3, the Town will provide the amount of such excess, if any, as additional paid personal leave, which may be used for the purposes provided under the Act. For the avoidance of doubt, impacted part-time bargaining unit members will be eligible for a minimum of the amount of paid personal leave described in Article 13, Section, but not more than 40 hours of aggregate paid leave, in any fiscal year.

This Memorandum of Understanding is not intended to modify any other provisions of Article 13.

TOWN OF PROSPECT

Mayor

UPSEU – PROSPECT MUNICIPAL EMPLOYEES LOCAL 424 – UNIT 115:

9/13/22

SIDE LETTER

Regarding Long Term Disability Insurance

The Town will continue to provide long-term disability insurance coverage through an insurance provider for regular full-time employees who become disabled due to an injury or illness that occurred outside of work. The Town may change insurance carriers to provide these benefits.

TOWN OF PROSPECT

UPSEU – PROSPECT MUNICIPAL EMPLOYEES LOCAL 424 – UNIT 115:

9/13/20