

COLLECTIVE BARGAINING AGREEMENT

TOWN OF BETHANY

and

LOCAL 1303-396

AFSCME Council 4, AFL-CIO

(Public Works)

July 1, 2022 to June 30, 2026

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THIS AGREEMENT, by and between the Town of Bethany, hereinafter referred to as the "Town" and Local 1303-396 of Connecticut Council 4, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union."

PREAMBLE

The welfare of the Town of Bethany, 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 thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

ARTICLE I RECOGNITION

Pursuant to the certification of the Connecticut State Board of Labor Relations, decision No. 3076 dated June 23, 1999, the Town recognizes the Union as the sole and exclusive bargaining agent for all full-time road crew employees of the Town of Bethany working in the Public Works Department, excluding supervisors and all others excluded by the Act.

ARTICLE II MANAGEMENT RIGHTS

Section 1.

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 a specific provision of Agreement, are retained by the Town. This includes but is not limited to: the right to hire, transfer, promote, enforce work rules, suspend, discharge, to layoff and schedule employees; the right to establish positions and assign duties in accordance with the needs and requirements, as determined by the Town; the right to determine standards of employment to discipline employees for just cause; the right to promulgate, modify and enforce reasonable written rules and regulations as necessary to maintain order, safety and/or effective operations of the Town; the right to determine and/or change the nature of its services, and to introduce, change and operate new or improved methods, facilities, processes and techniques; the right to direct the working forces; the right to obtain from any source and to contract for materials, services, supplies and equipment; the right to require employees to perform other tasks and assume other responsibilities that may be different from their normal daily responsibilities; and all other rights pertaining to the operation and management of the business and affairs of the Town. The failure by the Town to exercise any of the rights as provided above shall not be construed as a waiver of these rights nor of the right of the Town to control, operate and manage its business.

Section 2.

Management positions in the Public Works Department may perform bargaining unit work. The Town will not use language to deprive bargaining unit members of overtime opportunities. All bargaining unit employees will be asked for overtime before management will work.

Section 3.

The Town reserves the right to hire outside contractors to do the work normally performed by bargaining unit employees when bargaining unit employees are fully utilized.

ARTICLE III
UNION ACCESS, ORIENTATIONS, MEMBERSHIP DUES AND ACTIVITIES

Section 1. Employee Information.

- a. New Employees. The Town shall provide the Union with the following information for each new bargaining unit employee: (1) name; (2) job title, department and work location; (3) work phone number; and (4) home address ("New Hire Information"). New Hire Information shall be provided to the Union in an editable digital file format (e.g., Microsoft Word document) within ten (10) days of the employee's hire or by the first pay period of the month after the employee is hired, whichever is earlier.
- b. Current Employees. The Town shall provide the Union with the following information for each current bargaining unit employee: (1) Name; (2) job title; (3) worksite location; (4) work phone number; (5) hire date; (6) work email address, if any; and (7) home address ("Employee Information"). Employee Information shall be provided to the Union in an editable digital file format (e.g., Microsoft Word document) every one-hundred twenty (120) days.

Section 2. New Employee Orientations.

The Town shall notify the Union of orientations for new bargaining unit employees ("Orientations") at least ten (10) days in advance or as soon as practicable in the event of an urgent need critical to the Town's operations requiring shorter notice.

An Orientation Notice shall include the date, time and location of the Orientation and the name(s) of the new bargaining unit employee(s) scheduled to attend the Orientation. Orientation Notices shall be sent to the Union electronically or in writing at the electronic and/or physical address(es) set forth in Appendix E, which address(es) shall be confirmed or updated by the Union in writing and submitted to the Town by January 31 each year.

Orientations shall take place on such days and at such times as scheduled by the Town. Up to one (1) Union officer shall be permitted to attend an Orientation to meet in person with new bargaining unit employees, as provided in this Section.

Union officers who may be designated to attend an Orientation shall include the Union president and/or the Union officers listed in Appendix E. The Union shall provide the Town with a list of current Union officers and shall update the list at least annually (on July 1) or whenever there is a change in current Union officers.

The Union shall notify the Town at least 24 hours in advance if a Union officer will attend the Orientation and shall notify the Town of the amount of time (between 30 and 120 minutes) to be designated for the Union's portion of the Orientation. If the Orientation is during the regular workday, the Union officer may attend without loss of pay. Attendance at Orientations outside the regular workday is unpaid.

As used in this Section, Orientation means an individual onboarding meeting with a new hire or an orientation meeting for a group of new hires; 'attendance at an Orientation' means the opportunity for the Union to meet with new bargaining unit employees for a period between 30 and 120 minutes at the time of the Orientation, at a time designated for that purpose. If the Union notifies the Town that a Union officer will attend an Orientation, the Town shall schedule a time-slot (during or at the conclusion of the Orientation) for the time designated (between 30 and 120 minutes) for the Union to meet with the new bargaining unit employee(s). Town representatives shall not attend the Union's portion of the Orientation and the Union officer shall not attend the Town's portion of the Orientation, except by mutual agreement.

If the Union is unable to attend the Orientation as provided in this Section, the Union shall be permitted to hold an orientation meeting (between 30-120 minutes) with the new employee(s) within thirty (30) calendar days of date of hire. Such meeting may take place during the work day, without loss of pay, but any meeting during the work day must be scheduled in advance with the Department Head for a reasonable date, place and time. Such meeting shall not exceed 120 minutes and shall not interfere with Town or Department operations. Meetings outside the work day are not paid.

Section 3. Union Membership and Dues Deductions; Indemnification.

- a. Bargaining unit employees are eligible to become members of the Union.
- b. Bargaining unit employees who become members of the Union ("Members") are responsible for payment of any initiation fees required by the Union and for payment of any dues required by the Union, including monthly dues as established by the Union. Together, initiation fees and monthly dues required by the Union are "Union Dues."
- c. Members may authorize payment of any Union Dues via payroll deduction ("Dues Deductions") by submitting a signed, dated payroll deduction authorization to the Union, in a form prescribed by the Union (the "Authorization"), authorizing Dues Deductions. The Union's current Authorization form is attached as Appendix F. The Union acknowledges and agrees that the Union is and shall be solely responsible for the Authorization form and for ensuring that the Authorization form

complies with applicable law, including the requirements of Connecticut's Uniform Electronic Transactions Act.

- d. Members who have submitted Authorizations shall submit any requests to revoke, cancel or change their Authorizations ("Change Requests") directly to the Union, not to the Town.
- e. The Union acknowledges and agrees that the Union is and shall be solely responsible for having and maintaining all Authorizations and Change Requests submitted by Members and for notifying the Town of all Member Authorizations and Change Requests.
- f. The Union shall provide the Town with written notice of the Members for whom the Union has valid Authorizations, including the amount(s) of the Dues Deductions authorized by each such Member ("Deductions Notice"), at least annually (on July 1) and shall provide the Town with prompt written notice (immediately or within three (3) business days) of any Change Request or other addition, revocation, cancellation or change of a Member's Authorization ("Change Notice"). In each Deductions Notice and Change Notice the Union shall certify in writing that it has a valid Authorization for each Member for whom Dues Deductions are requested and that each such Member has authorized payment of the Dues Deductions amount specified for such Member in the Deductions Notice and/or Change Notice, as applicable.
- g. For each Member for whom the Union certifies to the Town in writing that it has a valid Authorization authorizing Dues Deductions, the Town shall deduct the Member's Union Dues from the Member's pay ("Dues Payment") and shall remit the Member's Dues Payment to the Union as provided in this Section 3.
- h. Union Dues ordinarily shall be deducted from the second (2nd) payroll of the month and Dues Payments shall be remitted to the Union by the Town, together with a list of the Members from whose pay Union Dues have been deducted and, for each Member, specifying the amount of the Member's Dues Payment.
- i. The Town shall have no obligation and shall not be responsible for remitting Dues Payments for a Member who has authorized Union Dues Deductions but who is not on the payroll during a pay period in which the Union Dues deduction is to be made or who has no earnings or insufficient earnings during that pay period or who is on an unpaid leave of absence.
- j. The Town shall have no obligation and shall not be responsible for adjusting or cancelling any Dues Payment for a Member for whom the Union has not timely provided a certified Change Notice.
- k. The Union agrees to indemnify the Town and to hold the Town harmless, to the fullest extent permitted by applicable law, from and against any and all claims,

demands, suits or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Section 3.

Section 4. Union Activities.

- a. One (1) Union officer shall be granted leave from duty without loss of pay for the following reasons:
1. To attend scheduled grievance meetings and/or arbitration hearings with the Town ("Grievance Proceedings") on behalf of the grievant when such Grievance Proceedings take place during the Union officer's scheduled work hours;
 2. To attend scheduled collective bargaining meetings between the Town and the Union ("Bargaining Sessions") when such Bargaining Sessions take place during the Union officer's scheduled work hours;
 3. To attend scheduled labor/management meetings between the Town and the Union ("Labor / Management Meetings") when such Labor / Management Meetings take place during the Union officer's scheduled work hours.
- b. There is no pay for time in attendance at Grievance Proceedings, Bargaining Sessions or Labor/Management Meetings outside a Union officer's scheduled work hours.

ARTICLE IV
HOURS OF WORK

Section 1.

The regular work week for bargaining unit employees shall be forty (40) hours, distributed over five (5) consecutive work days of eight (8) hours each. The regular work schedule shall be Monday through Friday. The regular work day shall be from 7:00 a.m. to 3:00 p.m., including one daily 20-minute paid meal period as scheduled by the Department Head.

The Town may modify employees' regular work day (7:00 a.m. to 3:00 p.m.) and/or work schedule in emergencies, for special projects, or on an occasional basis subject to operational need. ("Modified Hours").

Subject to the nature of the work and the skill set(s) required, the Town shall assign Modified Hours on a volunteer basis or, if there are no volunteers, in inverse order of seniority on a rotating basis.

Nothing shall prevent the Town from calling employees in to work or from requiring employees to work scheduled or unscheduled overtime at any time when the Town deems necessary or appropriate based on operational need.

Section 2.

Employees shall be paid one and one-half (1.5) times their regular rate of pay for all hours worked after forty (40) actually worked during the workweek and double time for all hours worked on Sunday and on a holiday. For purposes of this section any paid time will be considered hours worked.

Section 3.

Any employee called back to work after completing his workday shall be granted a minimum of four (4) hours work at the rate specified in this Agreement. This shall not apply to work time that is contiguous to normal working hours.

Section 4.

Overtime work shall be assigned on a rotation basis, subject to an employee's qualifications and classification to perform the required work.

The Town shall maintain a rotation list for overtime work, in order of seniority. New hires shall be added to the list following the least senior bargaining unit employee, in order of hire.

On receiving an overtime work assignment, an eligible employee shall rotate to the bottom of the rotation list. An employee who is not eligible for a particular overtime work assignment shall retain their position on the rotation list.

Employees are required to work scheduled overtime. An eligible employee who refuses or is unavailable for an unscheduled overtime work assignment shall be charged a turn and shall rotate to the bottom of the rotation list. An employee shall not unreasonably refuse an unscheduled overtime work assignment.

Employees are required to be on call for overtime work between November 1 and April 15 annually and for weather emergencies during the year.

Section 5.

Any employee assigned in writing to work in a higher classification shall receive the rate of pay for the higher classification, retroactive to the first day in the higher classification.

Section 6.

Employees shall be entitled to a paid coffee break of fifteen (15) minutes at approximately 9:00 a.m. and approximately 2:00 p.m. The Department Head or his/her designee may schedule the coffee breaks to avoid unnecessary disruption of the Town's operations.

ARTICLE V
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 seniority when he/she:

- a. Quits or voluntarily retires.
- b. Is discharged for just cause.
- c. Fails to return to work within fourteen (14) days after notice of recall.
- d. Is absent, except for layoff, for three (3) consecutive working days without notice to the Department Head or his/her designee. In the event of an emergency, such notice shall be given as soon as possible.
- e. Is not at work for any reason for a period of time equal to one half his/her seniority for employees with less than a year seniority or twelve (12) consecutive months for employees with more than one year seniority. Employees with more than a year seniority may request an additional six months provided they notify the Town prior to the expiration to the original twelve (12) month period.

Section 3.

The Town will lay off employees in inverse order of seniority, provided in the sole determination of the Town, that the employees to be retained are qualified to perform available work in accordance with existing job descriptions. The Town will recall employees in reverse order of layoff provided, in the sole determination of the Town, that such employees are qualified to perform available work in accordance with existing job descriptions.

Section 4.

If there are layoffs among employees in the Public Works Department they shall be in the following order:

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

Section 5.

- a. Recall Period. In the event of a layoff, laid-off employees shall be eligible for recall as follows:
- Laid-off employees with less than one (1) year of employment shall be eligible for recall for a period of six (6) months from date of layoff.
 - Laid-off employees with at least one (1) year of employment shall be eligible for recall for a period of one (1) year from the date of layoff.
 - Laid-off employees who are not recalled during the applicable recall period shall be considered terminated upon expiration of the recall period.
- b. Seniority Status. Laid-off employees shall retain their seniority status while on layoff, but shall not continue to accrue seniority while on layoff.
- c. Notice of Recall. The Town shall give written notice of recall by certified letter, return receipt requested, or other verifiable form of delivery, sent to the laid-off employee's address of record on file with the Town. If a laid-off employee (i) does not respond to the Town's recall notice within ten (10) working days of the notice date; (ii) does not return to work within fifteen (15) working days of the notice date (or such other later date as may be designated by the Town in the recall notice); and/or (iii) refuses to accept a bargaining unit position which the employee is qualified to perform, the employee shall lose seniority and any further recall rights and shall be deemed terminated. As used in this paragraph, 'notice date' means the delivery date of the Town's recall notice. It shall be the responsibility of the laid-off employee to inform the Town of the employee's current address and/or any change in the employee's address while on layoff.
- d. Employees recalled from layoff status shall receive the position rate for the position to which they are recalled.

Section 6. Vacancies

- a. When hiring new or vacant bargaining unit positions ("Vacancies"), the Town shall post the Vacancy for a period of at least five (5) working days (the "Posting Period"). As used in this Section 7, 'post' means both internal posting (within the bargaining unit) and public posting, provided that the Town may elect to post any Vacancy internally before posting to the public but is not required to do so.
- b. Bargaining unit employees wishing to be considered for the Vacancy shall apply within the Posting Period ("Bargaining Unit Applicants") and shall be considered alongside any outside applicants for the Vacancy ("Outside Applicants").
- c. Selection of Applicants to fill Vacancies shall be based on relevant qualifications, credentials, skills and experience as determined by the Town and on Town work history and disciplinary standing, if applicable.

- d. If the Town determines that a Bargaining Unit Applicant and an Outside Applicant are equally qualified for a Vacancy, the Town shall offer the qualified Bargaining Unit Applicant the opportunity to fill the Vacancy ahead of the qualified Outside Applicant.
- e. If the Town determines that two or more Bargaining Unit Applicants are equally qualified for the Vacancy, the Town shall offer the qualified Bargaining Unit Applicants the opportunity to fill the Vacancy in order of seniority.

Section 7. Probationary Period.

- a. New employees and employees rehired after losing seniority for any reason shall be classified as probationary employees for the first six months (26 work weeks) of employment in a bargaining unit position (the "Probationary Period"). Upon successful completion of the Probationary Period, probationary employees shall be classified as regular employees.
- b. During the Probationary Period, a probationary employee may be transferred, laid off, disciplined, suspended and/or discharged by the Town at will and such action(s) shall not constitute or be construed as violations of this Agreement and the probationary employees and the Union shall have no right or recourse to challenge any such actions by the Town under the grievance and arbitration procedures in this Agreement.
- c. Days lost from work during the Probationary Period in excess of ten (10) work days shall not count towards completion of an employee's 6-month (26 work week) Probationary Period.
- d. The Town may extend an employee's Probationary Period by up to four (4) work weeks with prior written notice to the Union.
- e. A bargaining unit employee who is transferred or promoted into another bargaining unit position within the employee's job classification or in a higher job classification shall serve a probationary period of three months (13 work weeks) ("Promotion Probationary Period"). A regular employee who is serving a Promotion Probationary Period shall have all rights afforded to regular employees under this Agreement including, without limitation, access to the grievance and arbitration procedures in this Agreement.
- f. If a new or rehired employee is promoted during the employee's Probationary Period, the Probationary Period and Promotion Probationary Period shall run concurrently, provided that a promotion shall not waive or reduce the length of the Probationary Period.

Section 8.

Work assignments shall continue to be made by the Department Head or his/her designee, and his decision shall be based on the qualifications, seniority and availability of the employee.

ARTICLE VI **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 President or his/her designee shall be allowed to investigate and process grievances on working time provided they notify their immediate supervisor prior to leaving the job site and the amount of time is reasonable. The Union staff representative will be given reasonable access to the Town offices for purposes of investigating and processing grievances in accordance with this Article.

- **STEP ONE.** A grievance must be presented in writing to the Department Head or his/her designee no later than seven (7) working days after the Union knew or should have known of the event(s) giving rise to the grievance. The Department Head or his/her designee, the steward and the grievant shall meet within five (5) working days after the grievance is received to resolve the grievance. The Department Head or his/her designee may resolve or deny the grievance subject to the final approval of the First Selectman.
- **STEP TWO.** If the grievance is not resolved at the Step 1 meeting, the Union representative may present the grievance in writing to the First Selectman within seven (7) working days of receipt of the Step 1 decision. The First Selectman or his/her designee, the Union staff representative and the grievant shall meet within ten (10) working days after the grievance is received to resolve the grievance. The First Selectman shall issue a decision within fifteen (15) working days after the grievance is received.
- **STEP THREE.** In the event the First Selectman and the Union representative fail to reach a mutually satisfactory settlement at the Step 2 meeting, the Union may within thirty (30) calendar days of receipt of the First Selectman's Step 2 decision file the grievance with the Connecticut Board of Mediation and Arbitration or the American Arbitration Association to be decided under their procedure and rules. Any grievance involving disciplinary suspensions of three or more days or terminations must be filed with the American Arbitration Association and costs will be borne equally by the parties. Any other grievances may be removed to the American Arbitration Association by the Town provided it is willing to pay the filing fees and arbitrator costs.

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 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 may attend arbitration and prohibited practice conferences and hearings. The Union shall be reasonable with the use of witnesses.

**ARTICLE VII
DISCIPLINE**

Section 1.

Employees shall not be disciplined or discharged except for just cause.

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.

Section 3.

The normal progressive discipline will be a documented verbal warning, a written warning, a suspension and termination. Nothing herein precludes more immediate severe discipline for serious misconduct.

**ARTICLE VIII
HOLIDAYS**

Section 1.

The following days are designated and observed as paid holidays for employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

One additional day to be scheduled by the Town at Christmas time.

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. If there is a conflict between these provisions and the federal Monday Holiday Law, the federal law shall prevail.

Section 3.

To be eligible for holiday pay, an employee must work his/her last regularly scheduled day before the holiday and the next regularly scheduled day after the holiday except in the case of an approved absence. It is not the intent of the parties to allow the use of sick days to extend holiday periods.

Section 4.

If a holiday falls during an employee's vacation the employee shall not be charged a vacation day and shall be paid for said holiday at his/her regular hourly rate.

Section 5.

Employees shall receive two (2) times their regular rate of pay for all hours worked on a holiday in addition to holiday pay.

ARTICLE IX
VACATION

Section 1.

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:

For employees on the payroll as of July 1, 1999:

- One (1) week of vacation after one (1) year of service.
- Two (2) weeks of vacation after two (2) years of service.
- Three (3) weeks of vacation after three (3) years of service.
- Four (4) weeks of vacation after four (4) years of service.
- Five (5) weeks of vacation after five (5) years of service.

The employee must schedule his/her vacation with the Department Head prior to July 1 each year. Single day vacation may be granted by the Department Head whose approval will not be unreasonably withheld.

Section 2.

Employees shall take their vacations at times agreeable to the Department Head. Seniority of employees shall determine vacation time priorities. A posting period for the selection of vacation will be designated by the Town. Employees eligible for more than two (2) weeks vacation shall not select those weeks until all employees eligible for vacations shall have chosen their vacation time during the vacation selection period.

Section 3.

Vacation time may be carried over to the next year for special circumstances with the written permission of the First Selectman but is limited to 50% of total vacation entitlement (i.e., if entitled to two weeks vacation, only one week may be carried over).

Section 4.

If an employee would like to be paid before vacation, he must notify the Department Head at least ten (10) days in advance of the last pay period before the vacation.

Section 5.

The Town may limit vacation to two (2) employees during the same week, provided that the vacation shall be limited to one (1) employee and one (1) week at a time between November 1 and April 15.

Section 6.

There is no pay in lieu of taking annual paid vacation. Except as provided in Article IX, Section 3, paid vacation days expire at the end of the year in which they are granted and do not accumulate and do not carry over from year to year. There is no payment for unused vacation days, if any, upon separation from employment for any reason.

ARTICLE X
SICK LEAVE AND PERSONAL DAYS

Section 1.

Regular full-time employees who have been employed at least six months shall be entitled to 12 paid sick days for personal illness or injury not sustained in employment. Abuse of sick leave privilege shall be considered sufficient cause for disciplinary action. Supervisors have the right to investigate employee absences to avoid abuse of sick leave. Employees must notify the Department Head on their 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 absence of four (4) consecutive work days or more, or in any case of suspected abuse.

Section 2.

Unused sick days may be banked only for the purpose of covering any qualification period for short-term disability up to 120 days. Unused sick days may be banked for the purposes allowed under the Family Medical Leave Act for a period of thirty (30) days. The initial period of thirty (30) days may be extended by the First Selectman. Any approval of a request shall not be unreasonably withheld for purposes of the use of sick days under the Family Medical Leave Act, the use of sick days may be used for the following: spouse, child, parent, brother, sister, mother-in-law, father-in-law, aunt, uncle, brother-in-law, sister-in-law, grandparent, grandparent of spouse, grandchild or anyone residing in the same house with the employee.

Section 3.

The employees shall be entitled to three (3) personal days.

Section 4.

- a. Sick Days. There is no pay in lieu of taking paid sick days. There is no payment for unused sick days, if any, upon separation from employment for any reason.
- b. Personal Days. There is no pay in lieu of taking paid personal days. Paid personal days expire at the end of the year in which they are granted and do not accumulate and do not carry over from year to year. An employee shall be eligible for payment of up to three (3) unused paid personal days, if any, upon separation from employment.

ARTICLE XI
INSURANCE

Section 1. Health Insurance; Dental Insurance

The Town will provide health insurance benefits for bargaining unit employees and their eligible dependents as set forth in this Article, subject to the terms and conditions of the applicable health insurance plans. The Town reserves the sole and exclusive right to select and change health insurance plans, insurance providers, managed care vendors and/or to self-insure with prior written notice to the Union.

- a. Effective July 1, 2022, the Town will offer medical and prescription drug insurance benefits ("Health Insurance") through the plan(s) summarized in Appendix C to this Agreement ("the "Health Plan")
- b. Effective July 1, 2022, the Town will offer dental insurance benefits ("Dental Insurance") through the plan(s) summarized in Appendix C to this Agreement (the "Dental Plan").
- c. Eligibility. Employees are eligible for Health Insurance and Dental Insurance after three (3) months of Town employment. Employees are eligible for Health Insurance and/or Dental Insurance for themselves and their eligible dependents. Participation is subject to terms and conditions of the applicable Health Plan and/or Dental Plan.

d. Premium Contributions.

1. Health Insurance. During the term of this Agreement (July 1, 2022 through June 30, 2026), employees enrolled in the Health Plan shall pay zero percent (0%) of the total cost of the annual premiums due for their Health Plan coverage.

2. Dental Insurance. During the term of this Agreement (July 1, 2022 through June 30, 2026), employees enrolled in the Dental Plan shall pay fifteen percent (15%) of the total cost of the annual premiums due for their Dental Plan coverage. Dental Plan premium contributions shall be paid by payroll deduction. Employees must opt in to Dental Insurance.

e. Contributions to HSA Plan Deductible. The current Health Plan includes a High Deductible Health Plan with Health Savings Account ("HSA Plan"). For employees participating in the HSA Plan, the Town and the employee each shall fund a percentage of the annual HSA Plan deductible as follows:

	Town Contribution	Employee Contribution
2022-2023	80%	20%
2023-2024	80%	20%
2024-2025	80%	20%
2025-2026	80%	20%

f. Excise Tax. The Patient Protection and Affordable Care Act ("PPACA") has set forth and codified under the Internal Revenue Code (IRC) Section 49801 the imposition of an excise tax related to employer-provided health insurance plans that exceed certain value thresholds. The IRC Section 49801 excise tax was scheduled to take effect in 2018 and has been delayed. Should any Federal statute or regulation pertaining to IRC Section 49801 be mandated to take effect during the term of this Agreement triggering the imposition of an excise tax with respect to all or part of the Town's Health Plan and/or Dental Plan, the Town and the Union agree to a reopener concerning the Health Plan and Dental Plan benefits, HSA Plan Deductible contributions and wage rates set forth in this Agreement.

g. Opt-Out.

1. Health Plan – Conditional Buy-out. Eligible employees may elect to opt out of the Town's Health Plan on an annual basis. To opt out, an employee must be eligible to participate in the Town's Health Plan, must request an opt-out in writing no later than July 1, and must provide appropriate proof that the employee and the employee's eligible dependents have or will have other qualifying coverage (as required under the Affordable Care Act) during the opt-out period. An eligible employee who opts out of Health Plan coverage shall receive compensation in lieu of Health Insurance benefits in the amount of up to \$2000 annually, payable quarterly (\$500/quarter) on a pro rata basis at the end of the applicable quarter ("Buy-out"). Upon re-enrollment in the Health Plan the employee will no longer be eligible for Buy-Out payments in that coverage year and any Buy-Out payments will end as of the reenrollment date.

2. Dental Plan. Employees who opt in to the Dental Plan may later opt out of Dental Plan coverage, subject to the terms and conditions of the Dental Plan. There is no buy-out for opting out of Dental Plan coverage.
3. Re-enrollment. An employee who has opted out of Health Plan and/or Dental Plan coverage may opt back in to the Health Plan and/or Dental Plan, subject to any enrollment requirements and other terms and conditions of the applicable insurance plans. Upon re-enrollment in the Health Plan, the employee will no longer be eligible for Buy-out payments and Buy-out payments will cease.

Section 2.

Life insurance will be provided in the amount of \$30,000.

ARTICLE XII
SHORT-TERM DISABILITY

Section 1.

Short-term disability leave at 60% of regular pay with a cap of \$750 is provided up to a maximum of thirty-nine (39) weeks.

Section 2.

If a medical condition makes it necessary for an employee to take a short-term disability leave, he/she must notify the Department Head 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 the Department Head of their intent to return to work. In addition, employees returning from disability leave must provide the Department Head with medical clearance to return to work.

Section 5.

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

ARTICLE XIII
PENSION

Section 1.

Effective July 1, 2005, the Town of Bethany shall change the pension plan to the Connecticut Municipal Employees Retirement System (CMERS). The Town and Employee contribution shall be in accordance to applicable Law. All employees as described below shall participate in the Connecticut Municipal Employees Retirement System (CMERS). The Town and Employee contribution shall be in accordance to applicable Law.

- a. All employees regularly scheduled to work thirty (30) or more hours per week shall be covered by the provisions of the Connecticut Municipal Employees Retirement System ("CMERS"), Part B.
- b. Employees shall be eligible to participate after working one (1) year or one thousand (1000) hours, whichever comes first.
- c. Employees shall retain their individual Town I.R.A. accounts.

ARTICLE XIV
MILITARY LEAVE

Section 1.

Military leave will be granted in accordance with State and Federal law.

ARTICLE XV
JURY DUTY

Section 1.

- a. All bargaining unit employees receive time off with pay for jury duty ("Jury Duty Leave").
- b. Jury Duty Leave is paid as follows (per occurrence):
 - The first five (5) days of Jury Duty Leave are paid at an employee's regular per diem rate (regular rate of pay x 8 hours).
 - After the first five (5) days, Jury Duty Leave is paid at a rate equivalent to the difference between the employee's regular per diem rate and the statutory per diem rate, if any, paid to jurors under applicable State or Federal law.
 - Employees serving jury duty are expected to report to work if excused from jury duty for a day or if excused from jury duty for the day by 11:00 a.m.

- c. Employees who are summoned for jury duty must notify the Department Head and the Finance Director promptly and provide a copy of the jury duty summons for verification. Employees also must submit proof of their jury duty service to the Department Head and the Finance Director on returning to work after completing their jury duty service.
- d. The Town may require employees serving jury duty of longer than one (1) week to submit proof of jury duty on a weekly basis.

ARTICLE XVI
BEREAVEMENT LEAVE

Section 1.

In the event of death in the immediate family, an employee may be granted up to four consecutive working days plus one additional day with the permission of the First Selectman ("For the additional day") leave without loss of pay, one day to include the day of the funeral. Immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandchild or any relative residing in the same house. One day plus one additional day with the permission of the First Selectman for the additional day leave without loss of pay may be allowed in the event of death of a near relative, to include guardian, aunt, uncle, brother-in-law, sister-in-law, grandparent, grandparent of spouse, or grandchild.

ARTICLE XVII
NO DISCRIMINATION

Section 1.

Neither the Town nor the Union, in carrying out their obligations under this Agreement, shall discriminate against any employee because of age, ancestry, color, disability (learning, intellectual, mental and/or physical disability), gender identity or expression, genetic information, marital status, national origin, pregnancy, race, ethnic traits historically associated with race, religion, sex, sexual orientation, veteran status, membership or non-membership in the Union, or other status protected by applicable law.

ARTICLE XVIII
SAFETY AND HEALTH

Section 1.

- a. Both parties to this Agreement hold themselves responsible for mutual, cooperative, enforcement of safety rules and regulations. The Town shall furnish such safety gear as shall be required by law and shall also provide as needed: foul weather gear and jacket per employee.

b. Work Gear Allowance.

Each employee shall be entitled to reimbursement of up to a maximum of seven hundred twenty-five dollars (\$725.00) per contract year (the "Work Gear Allowance") for the actual cost of Town-approved work clothes and/or Town-approved work boots purchased by the employee for use in their Town employment ("Work Gear").

Employees shall be responsible for submitting valid receipts for all Work Gear purchases for which they are seeking reimbursement by June 30 of the contract year in which the Work Gear purchase is made. Work Gear receipts shall be submitted to the Department Head for approval, with a copy to the Finance Director. Payment of approved Work Gear expenses ordinarily shall be made within 10 business days of approval.

Section 2.

Should an employee complain that his/her work required him/her to be in unsafe or unhealthy situations in violation of accepted safety rules, the matter shall be considered immediately by representatives of the Town and the Union. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure of this Agreement.

ARTICLE XIX
NO STRIKE / NO LOCKOUT

Section 1.

During the term of this Agreement, the Town agrees there shall be no lockouts, and the Union agrees that there shall be no strikes, work stoppages, slowdowns, picketing, interruptions or organized curtailment of work of any nature or for any purpose whatsoever.

The Union shall immediately and publicly use all proper means within its power to end such activities at the earliest possible time.

Any employee who encourages or participates in any strike, work stoppage, slowdown, picketing, interruption organized curtailment of work of any nature during the term of this Agreement shall be subject to discipline, suspension, demotion or discharge.

ARTICLE XX
REST PERIOD

Section 1.

The Department Head shall continue to administer rest periods during storms in his/her best judgment.

ARTICLE XXI
WAGES

Section 1.

a. The classifications and rates of pay for each bargaining unit position are set forth in Appendices A and B to this Agreement. Starting rates for bargaining unit classifications and positions are as set forth in this Article XXI.

b. During the term of this Agreement, annual general wage increases shall be as follows:

- Effective and retroactive to July 1, 2022: 2.5%
- Effective July 1, 2023: 2.5%
- Effective July 1, 2024: 2.5%
- Effective July 1, 2025: 2.5%

c. Starting Rate.

- New Hires. For all new hires, the starting rate of pay is 90% of the regular rate for the bargaining unit position for which they are hired (“New Hire Starting Rate”). New hires receive the Starting Rate during their probationary period. Upon successful completion of their probationary period, new hires receive 100% of the regular rate for their bargaining unit position, beginning as of the start of the first regular pay period following successful completion of their probationary period.

- Promotions. Upon promotion to another bargaining unit position of higher classification, the starting rate of pay shall be the rate of pay for the employee’s pre-promotion position (the “Promotion Starting Rate”). Promoted employees receive the Promotion Starting Rate during their probationary period. Upon successful completion of their probationary period, promoted employees receive 100% of the regular rate of pay for the promotional position, beginning as of the start of the first regular pay period following successful completion of their probationary period. For example, if an employee is promoted from Maintainer to Equipment Operator/Maintainer I, the employee shall continue to receive the regular pay rate for the Maintainer position during the probationary period for the promotional position.

ARTICLE XXII
ZIPPER CLAUSE

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by an employee or group of employees

or by any individual Town representative, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and ratified by the parties.

ARTICLE XXIII
LICENSES

Section 1. Licenses and Certifications

- a . The Town and the Union recognize that there are job classifications and positions in the bargaining unit for which certain licenses and/or certifications are required.
- b. An employee shall promptly notify the Department Head if the employee loses or otherwise fails to maintain in good standing any license, certification or other qualification required for the employee's position or classification.
- c. Loss of and/or failure to maintain in good standing a license, certification or other qualification required for an employee's position or classification is cause for discipline up to and including termination of employment.
- d. In the event existing employees are required by law to obtain certification(s) or license(s) beyond those identified in the employee's job classification(s), such employees will be permitted a reasonable time, commensurate with the license or certification required, to obtain such additional license or certification.

ARTICLE XXIV
RECYCLING AREA

Section 1.

The Town shall staff the recycling area with certified workers as long as certification is required by Federal, State or Local law. Nothing in this language shall prevent the Town from staffing the recycling area with non bargaining unit employees which is the current practice.

ARTICLE XXV
DURATION

Section 1.

This Agreement shall be retroactive for all hours worked and for applicable benefits the first day of July 2022 until June 30, 2026 and shall be automatically renewed for one (1) year terms each and every year thereafter unless either party gives six (6) months notice to the other of its intention to change this Agreement for any ensuing contract period.

FOR THE TOWN OF BETHANY

Paula Cofrancesco
Paula Cofrancesco
First Selectman

Date: 1/9/2023

FOR LOCAL 1303-396 OF COUNCIL 4,
AFSCME AFL-CIO

Kevin Smith
Kevin Smith
President

Date: 1/9/2023

Charles Paris
Charles Paris
Staff Representative

Date: JAN 9, 2023

N/A
Edwin Perez
Staff Representative

Date: —

APPENDIX A

CLASSIFICATIONS AND JOB DESCRIPTIONS

CLASSIFICATIONS

Working Foreman
Equipment Operator / Maintainer II
Equipment Operator / Maintainer I
Mechanic / Maintainer
Maintainer

JOB DESCRIPTIONS

Job descriptions set forth in this Appendix A are subject to change.

Whenever the Town replaces and/or establishes new, modified and/or updated job descriptions for any bargaining unit position(s) ("Updated Job Descriptions"), the Town shall notify the Union of any such Updated Job Descriptions and shall provide the Union with copies of any such Updated Job Description(s). Any Updated Job Description(s) shall replace any prior or existing job description(s) for the bargaining unit position(s) and shall be substituted for those job description(s) in this Appendix A.

- Working Foreman*

The Working Foreman has all regular duties of the EO/Maintainer II position and, under the supervision of the Department Head:

- Oversees/works alongside the Public Works crew
- Makes daily work assignments for Public Works crew, consistent with Public Works priorities, projects and services as determined and directed by the Department Head
- Oversees on-site delivery of Public Works services and projects
- Reports on Public Works services and projects and crew performance to the Department Head and provides status reports
- Conducts periodic inventory of materials and reports inventory needs to the Department Head
- Oversees regular maintenance of Public Works equipment and vehicles and reports on maintenance needs and status of equipment and vehicles to the Department Head
- Coordinates snow removal / emergency response with the Department Head during storms, inclement weather or emergency conditions
- Fields calls, complaints, concerns or inquiries concerning the Public Works Department as necessary in the absence of the Department Head

- Directs calls, complaints, concerns or inquiries concerning the Public Works Department or the Recycling Center and their business, operations, priorities, projects, services or personnel to the Department Head for response
- Equipment Operator / Maintainer II
Must be highly skilled Truck Driver CDLB and highly skilled equipment operator. Ten (10) year experience with Town of Bethany or total equivalent comparative experience. Must be able to operate all trucks, all equipment of the Town of Bethany Public Works, perform miscellaneous public work duties assigned, ability to proficiently operate all equipment, maintenance repair of equipment and welding. Perform all duties of maintainer.
- Equipment Operator / Maintainer I
Must have Truck Driver CDLB. Able to operate all equipment of the Town of Bethany Public Works. Perform all public work duties as assigned. Perform all duties of a maintainer.
- Mechanic / Maintainer
Must be certified in equipment repair as detailed. Employee is required to maintain, repair and diagnose mechanical and maintenance work as necessary for all equipment. Mechanic's work shall be for the maintenance of all equipment owned by the Town of Bethany. Repair work will be expected to be light to medium work. Must be certified in equipment repair. If an employee wishes to obtain certification, the Town will pay for the certification. Truck Driver CDLB must be able to operate all equipment of the Town of Bethany and perform other duties as assigned. Perform all duties of a maintainer. State required recycling certification is required.
- Maintainer
Truck Driver CDLB. Ability to do all duties related to Public Works as assigned. Operation of all light equipment, masonry, carpentry and other hands on responsibilities as required.

APPENDIX B

WAGE RATES

POSITION*	Pay Rate (June 30, 2022)	2022-2023 Effective and retroactive to July 1, 2022	2023-2024 Effective July 1, 2023	2024-2025 Effective July 1, 2024	2025-2026 Effective July 1, 2025
Increase		2.5%	2.5%	2.5%	2.5%
Maintainer	\$27.66	\$28.35	\$29.06	\$29.79	\$30.53
Equipment Operator / Maintainer I	\$29.59	\$30.33	\$31.09	\$31.87	\$32.66
Equipment Operator / Maintainer II	\$30.66	\$31.43	\$32.21	\$33.02	\$33.84
Mechanic / Maintainer	\$30.66	\$31.43	\$32.21	\$33.02	\$33.84
Working Foreman	N/A	\$33.11	\$33.94	\$34.79	\$35.66
Temporary Duty Rate – (Ciarleglio)**	\$33.73				
Working Foreman – Ciarleglio Rate***		\$34.57	\$35.43	\$36.32	\$37.23

*The Starting Rate for all positions is 90% of the regular pay rate.

**Pursuant to Memorandum of Understanding between the Town and the Union re: Temporary Assignment (Ciarleglio) dated July 20, 2022.

***Pursuant to Memorandum of Understanding between the Town and the Union re: Appointment – Working Foreman (Ciarleglio) dated _____, 2022.

ConnectiCare: FlexPOS-CNT-HSA-15001/3000F-28

⚠ The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. For general definitions of this is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-251-7722. You can view the common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-251-7722 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	<p>In-Network: \$1,500 individual / \$3,000 family.</p> <p>Out-of-Network: \$2,500 individual / \$5,000 family</p>	<p>Generally, you must pay all the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.</p>
Are there services covered before you meet your deductible?	<p>Yes. <u>Preventive</u> care is covered before you meet your <u>deductible</u>.</p>	<p>This plan covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u>. See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/#preventive-care-benefits/.</p>
Are there other deductibles for specific services?	<p>There are no other specific <u>deductibles</u>.</p>	<p>You don't have to meet <u>deductibles</u> for specific services.</p>
What is the out-of-pocket limit for this plan?	<p>For participating <u>providers</u> \$2,000 individual / \$4,000 family. For non-participating <u>providers</u> \$4,000 individual / \$8,000 family</p>	<p>The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u>, the overall family <u>out-of-pocket limit</u> must be met.</p>
What is not included in the out-of-pocket limit?	<p>Premiums, <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u>.</p>
Will you pay less if you use a network provider?	<p>Yes. See www.ConnectiCare.com or call 1-800-251-7722 for a list of participating <u>providers</u>.</p>	<p>This <u>plan</u> uses a <u>provider network</u>. You will pay less if you use a <u>provider</u> in the <u>plan's network</u>. You will pay the most if you use a <u>non-participating provider</u>, and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.</p>
Do you need a referral to see a specialist?	<p>No</p>	<p>You can see the <u>specialist</u> you choose without a <u>referral</u>.</p>

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None.
	Specialist visit	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None.
	Preventive care / screening / immunization	No charge	20% coinsurance after plan deductible	None.
If you have a test	Diagnostic test (x-ray, blood work)	Xray: 0% coinsurance after plan deductible, Lab: 0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required for certain services (ie: genetic testing)
	Imaging (CT/PET scans, MRIs)	Hospital facility: 0% coinsurance after plan deductible Stand-alone facility: 0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<p>If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.ConnectiCare.com</p>	Generic drugs (Tier 1)	\$5 <u>copayment/prescription</u> after plan <u>deductible</u> (retail); \$10 <u>copayment/prescription</u> after plan <u>deductible</u> (mail order)	20% <u>coinsurance</u> after plan <u>deductible</u> (retail); 20% <u>coinsurance</u> after plan <u>deductible</u> (mail order)	<p>Certain drugs will require <u>preauthorization</u> Covers up to a 30 day supply per prescription (retail); 90 day supply per prescription (mail order) Specialty Drugs are available from specialty retail pharmacies only and cover up to a 30-day supply limit.</p>
	Preferred brand drugs (Tier 2)	\$20 <u>copayment/prescription</u> after plan <u>deductible</u> (retail); \$40 <u>copayment/prescription</u> after plan <u>deductible</u> (mail order)	20% <u>coinsurance</u> after plan <u>deductible</u> (retail); 20% <u>coinsurance</u> after plan <u>deductible</u> (mail order)	
	Non-preferred brand drugs (Tier 3)	\$30 <u>copayment/prescription</u> after plan <u>deductible</u> (retail); \$60 <u>copayment/prescription</u> after plan <u>deductible</u> (mail order)	20% <u>coinsurance</u> after plan <u>deductible</u> (retail); 20% <u>coinsurance</u> after plan <u>deductible</u> (mail order)	
	<u>Specialty drugs</u> (Tier 4)	Varies based on above drug categories	20% <u>coinsurance</u> after plan <u>deductible</u> (specialty retail only)	
<p>If you have outpatient surgery</p>	Facility fee (e.g., ambulatory surgery center)	Hospital facility: 0% <u>coinsurance</u> after plan <u>deductible</u> Ambulatory Center: 0% <u>coinsurance</u> after plan <u>deductible</u>	20% <u>coinsurance</u> after plan <u>deductible</u>	<p><u>Preauthorization</u> is required. If you don't get <u>preauthorization</u>, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.</p>
	Physician/surgeon fees	0% <u>coinsurance</u> after plan <u>deductible</u>	20% <u>coinsurance</u> after plan <u>deductible</u>	
	<u>Emergency room care</u>	0% <u>coinsurance</u> after plan <u>deductible</u>	Same as In-network benefit	
<p>If you need immediate medical attention</p>	<u>Emergency medical transportation</u>	0% <u>coinsurance</u> after plan <u>deductible</u>	Same as In-network benefit	<p>None.</p>
	<u>Urgent care</u>	0% <u>coinsurance</u> after plan <u>deductible</u>	Same as In-network benefit	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.
	Physician/surgeon fees	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None.
	Outpatient services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None.
If you need mental health, behavioral health, or substance abuse services	Inpatient services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.
	Office visits	No charge for prenatal and postnatal care	20% coinsurance after plan deductible	Cost sharing does not apply to certain preventive services. Depending on the type of services, coinsurance or copayments may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
If you are pregnant	Childbirth/delivery professional services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None
	Childbirth/delivery facility services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None. <u>Preauthorization</u> is required. If you don't get <u>preauthorization</u> , you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50% up to 80 visits per year
	<u>Rehabilitation services</u>	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None. <u>Preauthorization</u> is required. If you don't get <u>preauthorization</u> , you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50% up to 30 visits per year includes services combined for physical, speech and occupational therapy
	<u>Habilitation services</u>	Not covered	Not covered	Not covered

Common Medical Event	Services You May Need		What You Will Pay		Limitations, Exceptions, & Other Important Information
	Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need help recovering or have other special health needs	Skilled nursing care	0% coinsurance after plan deductible	20% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%. up to 60 days per year
	Durable medical equipment	0% coinsurance after plan deductible	20% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%. Includes wigs prescribed by an oncologist for a member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year
If your child needs dental or eye care	Hospice services	Applicable inpatient hospital facility or home health care cost share	Applicable inpatient hospital facility or home health care cost share	Applicable inpatient hospital facility or home health care cost share	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%. one exam per year
	Children's eye exam	No charge	No charge	20% coinsurance after plan deductible	25% Discount
	Children's glasses	25% Discount	25% Discount	Not covered	None.
	Children's dental check-up	Not Applicable	Not Applicable	Not covered	

Excluded Services & Other Covered Services

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Bariatric Surgery
- Cosmetic Surgery
- Dental Care (Adult)
- Habilitation Services
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine foot care
- Weight loss programs (discounted rate)

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture
- Chiropractic care
- Hearing aid (may be covered with limitations)
- Infertility treatment
- Routine eye care
- Routine hearing tests

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 X61565 or www.ccio.cms.gov or the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596. For more information on your rights to continue coverage, you may also contact the plan at 1-800-251-7722.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Connecticut Member Appeals: PO Box 4061, Farmington, CT 06034-4061 or 1-800-251-7722
Connecticut Residents: CT State Department of Insurance at 1-800-203-3447 or www.ct.gov/cid/site/default.asp
Massachusetts Residents: MA Division of Insurance at 1-877-563-4467 or www.mass.gov/ocabr/government/oca-agencies/dol-ld/
Employee Benefits Security Administration: 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform

Does this plan provide Minimum Essential Coverage? Yes. Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this Coverage Meet the Minimum Value Standard? Yes. If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.
_____ To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$1,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (ultrasounds and blood work)
 Specialist visit (anesthesia)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$1,500
Copayments	\$10
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$1,570

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$1,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)
 Diagnostic tests (blood work)
 Prescription drugs
 Durable medical equipment (glucose meter)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$1,500
Copayments	\$400
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,920

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$1,500
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)
 Diagnostic test (x-ray)
 Durable medical equipment (crutches)
 Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$1,500
Copayments	\$10
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,510

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 1-800-390-3522.

*Note: This plan may have other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.

The plan would be responsible for the other costs of these EXAMPLE covered services

Accessibility and Nondiscrimination Notice

ConnectiCare complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. ConnectiCare does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

ConnectiCare:

- Provides free aids and services to people with disabilities to communicate effectively with us including qualified interpreters and information in alternate formats.
- Provides free language services to people whose primary language is not English, including translated documents and oral interpretation. If you need these services, contact The Committee for Civil Rights.

If you believe that ConnectiCare has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: The Committee for Civil Rights, ConnectiCare, 175 Scott Swamp Road, Farmington, CT 06034, 1-800-251-7722, and TTY number 1-800-833-8134. You can file a grievance in person at 175 Scott Swamp Road, Farmington, CT, or by mail, or fax (860) 674-2232 or email memberservices@connecticare.com . If you need help filing a grievance, The Committee for Civil Rights is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office of Civil Rights Complaint Portal, available at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> , or by mail or phone at:

U.S. Department of Health and Human services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1-800-368-1019, 800-537-7697 (TDD)
Complaint forms are available at: <http://www.hhs.gov/ocr/office/file/index.html> .

Language Access Services:

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-251-7722 (TTY: 1-800-833-8134).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-251-7722 (TTY: 1-800-833-8134).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-251-7722 (TTY: 1-800-833-8134).

注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 1-800-251-7722 (TTY: 1-800-833-8134)。

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-251-7722 (TTY: 1-800-833-8134).

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-251-7722 (ATS: 1-800-833-8134).

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-251-7722 (TTY: 1-800-833-8134).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-251-7722 (телетайп: 1-800-833-8134).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-251-7722 (TTY: 1-800-833-8134).

ملحوظة: إذا كنت تتحدث انكر اللغة، فإن خدمات المساعدة اللغوية متوفرة بالمجان. اتصل برقم 1-800-251-800-1 (رقم هاتف 8134-833-800-1).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.

1-800-251-7722 (TTY: 1-800-833-8134)번으로 전화해 주십시오.

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-800-224-2273 (TTY: 1-800-842-9710).

व्यान दे: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-224-2273 (TTY: 1-800-842-9710) पर कॉल करें।

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-224-2273 (TTY: 1-800-842-9710).

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 1-800-224-2273 (TTY: 1-800-842-9710).

ប្រយ័ត្ន: បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតល្បួល គឺអាចមានសំរាប់បម្រើអ្នក។ ចូរ ទូរស័ព្ទ 1-800-224-2273 (TTY: 1-800-842-9710)។

सुध-नः જો તમે ગુજરાતી બોલતા હો, તો નિઃશુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-800-224-2273 (TTY: 1-800-842-9710).

APPENDIX C
HEALTH PLAN SUMMARY

APPENDIX D

MEMORANDA

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF BETHANY

-and-

LOCAL 1303-396 OF COUNCIL 4, AFSCME, AFL-CIO

Re: Appointment – Working Foreman (Ciarleglio)

This Memorandum of Understanding re: Appointment – Working Foreman (Ciarleglio) ("MOU") is made and entered into this 9th day of January, 202~~2~~³ ("Effective Date"), by and between the Town of Bethany ("Town") and Local 1303-396 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO ("Union").

WHEREAS, the Town and the Union are parties to a collective bargaining agreement for the period from July 1, 2022 through June 30, 2026 (the "Agreement"); and

WHEREAS, the Town has established a new, full-time Working Foreman position, with duties and responsibilities as set forth in the job description for the position; and

WHEREAS, the Town and the Union have agreed to recognize the new Working Foreman as a bargaining unit position and have met and negotiated wages and other terms and conditions of employment for the position; and

WHEREAS, the new Working Foreman position is vacant and has not yet been posted; and

WHEREAS, Tony Ciarleglio ("Ciarleglio") is an employee of the Town and a member of the bargaining unit represented by the Union; and

WHEREAS, during the period between approximately September 11, 2019 and June 30, 2022, Ciarleglio served in the temporary, non-union position of Acting Director of Public Works ("Acting Director") pursuant to a certain Memorandum of Understanding re: Acting Director of Public Works between the Town and the Union dated November 26, 2019 ("Acting Director MOU") (attached for reference as Exhibit 1) and is therefore uniquely knowledgeable concerning Department of Public Works projects, operations, procedures and protocols; and

WHEREAS, Ciarleglio returned to the bargaining unit position of Equipment Operator/Maintainer II effective July 1, 2022 and is performing duties of the Working Foreman position, together with certain additional transition duties, on a temporary basis (the "Temporary Duties") pursuant to a certain Memorandum of Understanding re: Temporary Assignment

between the Town and the Union dated July 20, 2022 (the "Temporary Assignment MOU") (attached for reference as Exhibit 2); and

WHEREAS, in light of Ciarleglio's unique experience as Acting Director and performance of the Temporary Duties, and subject to the terms and conditions of this MOU, the Town is willing to appoint Ciarleglio to the vacant Working Foreman position without posting the position, and the Union and Ciarleglio are willing for Ciarleglio to be so appointed;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town, the Union and Ciarleglio all agree as follows:

1. Effective as of the Effective Date, the Temporary Duties Assignment provided for under the Temporary Assignment MOU is hereby terminated.
2. Effective as of the Effective Date, Ciarleglio is appointed to the position of Working Foreman.
3. As Working Foreman, Ciarleglio shall have the duties and responsibilities of the Working Foreman position, as amended from time to time ("Working Foreman Duties").
4. In addition to his Working Foreman Duties, Ciarleglio shall have the following supplemental duties and responsibilities (the "Supplemental Duties"), which Ciarleglio is uniquely qualified to perform due to his former role as Acting Director:
 - Transitions Ciarleglio's former Acting Director duties to the Department Head; is a resource to the Department Head concerning Ciarleglio's former Acting Director duties and the Public Works Department; directs calls, complaints, concerns or inquiries fielded by Ciarleglio concerning the Public Works Department or the Recycling Center and their business, operations, priorities, projects, services or personnel to the Department Head for response.
5. For the Working Foreman Duties and Supplemental Duties, Ciarleglio shall receive a regular rate of pay of \$34.57/hour (equal to \$33.73/hour + 2.5%) (the "Ciarleglio Rate").
6. The Ciarleglio Rate shall be effective and retroactive to July 1, 2022.¹ Beginning July 1, 2023, the Ciarleglio Rate shall be eligible for any general wage increases negotiated by and between the Town and the Union for classified bargaining unit positions.

¹ The Ciarleglio Rate is based on the \$33.73/hour rate in effect as of July 1, 2022 under the Temporary Assignment MOU and incorporates the 2.5% general wage increase negotiated for Agreement year 2022-2023 for classified bargaining unit positions.

7. The Ciarleglio Rate shall be exclusive to Ciarleglio and shall remain in effect during the term of the Agreement, provided that Ciarleglio remains in and does not vacate the Working Foreman position for any reason.
8. The Ciarleglio Rate shall expire immediately and permanently upon any or all of the following:
 - a. Upon expiration of the Agreement term (expiring June 30, 2026), unless extended by mutual agreement of the Town and the Union in a writing making express reference to this MOU ("Extension");
 - b. Upon expiration of any Extension;
 - c. Upon Ciarleglio's vacating the Working Foreman position for any reason, whether voluntary or involuntary, and whether upon Ciarleglio's separation from Town employment or otherwise.
9. Upon expiration of the Ciarleglio Rate as provided in this MOU ("Expiration"), Ciarleglio shall receive the Ciarleglio Rate for all hours worked through the Expiration Date. Ciarleglio shall not be eligible for and shall not receive the Ciarleglio Rate for hours worked, if any, following the Expiration date, which hours shall be paid at the regular rate then in effect for the Working Foreman position (or other actual position worked, if applicable).
10. The parties to this MOU agree that the Supplemental Duties are and have been duties of the Acting Director and/or Department Head; that the Supplemental Duties are to provide support and assistance to a new Department Head; and that nothing in this MOU constitutes or shall be deemed to constitute an agreement that Supplemental Duties are or shall be bargaining unit work or a waiver of any management rights or privileges of the Town concerning the Supplemental Duties.
11. The parties to this MOU further agree that nothing in this MOU constitutes a promise, guarantee or assurance of employment with the Town for any specific duration, or for any particular employment position, duties and responsibilities for any specific duration; and that nothing in this MOU constitutes or shall be deemed to constitute a waiver of any management rights or privileges of the Town.
12. The parties to this MOU agree that nothing in this MOU shall be deemed to evidence or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind, and further agree that the parties hereto knowingly and voluntarily waive any such claims.
13. This MOU represents the complete and entire agreement between the parties concerning the subject matter of the MOU and shall be interpreted, construed and enforced in accordance with the laws of the State of Connecticut, without being construed against any party as the drafter. This MOU may only be modified in a writing signed by all of the parties making express reference to this MOU.
14. Except as expressly provided herein, this MOU does not modify any terms or provisions of the Agreement between the Town and the Union.

TOWN OF BETHANY

By: Paula Cofrancesco
Paula Cofrancesco, First Selectman

LOCAL 1303-396 OF COUNCIL 4
AFSCME, AFL-CIO

By: Kevin Smith
Kevin Smith, President

By: Charles Paris 1-9-23
Charles Paris, Staff Representative

By: N/A
Edwin Perez, Staff Representative

CIARLEGLIO:

Anthony Ciarleglio
Anthony (Tony) Ciarleglio

EXHIBIT 1

Memorandum of Understanding re: Acting Director of Public Works
(November 26, 2019)

TC

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF BETHANY

-and-

**LOCAL 1303-196 OF COUNCIL 4
AFSCME, AFL-CIO**

RE: ACTING DIRECTOR OF PUBLIC WORKS

This Memorandum of Understanding ("MOU") is made and entered into this 26 day of November, 2019 ("Effective Date"), by and between the Town of Bethany ("Town") and Local 1303-196 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO ("Union"), and Tony Ciarleglio.

WHEREAS, the Town and the Union are parties to a collective bargaining agreement for the period from July 1, 2018 through June 30, 2022 ("Contract"); and

WHEREAS, Tony Ciarleglio ("Ciarleglio") is a Town employee in the bargaining unit represented by the Union and is a member and officer of the Union; and

WHEREAS, the non-union position of Director of Public Works is vacant; and

WHEREAS, the Town wishes to appoint an Acting Director of Public Works on a temporary basis and further wishes to appoint Ciarleglio as Acting Director of Public Works; and

WHEREAS, the Town, the Union and Ciarleglio have consulted concerning the proposed appointment and Ciarleglio is willing to serve as Acting Director of Public Works on a temporary basis, subject to the terms and conditions of this MOU;

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town, the Union and Ciarleglio agree as follows:

1. The Acting Director of Public Works ("Acting Director") is a temporary position, performing the duties and responsibilities of the Town's regular Director of Public Works position and reporting to the First Selectman of the Town.
2. The Town and the Union expressly acknowledge and agree that the Acting Director is a Department Head within the meaning of Section 7-467 of the Municipal Employee Relations Act ("MERA") and is not a bargaining unit position, that the

duties and responsibilities of the Acting Director do not constitute bargaining unit work and that nothing in this MOU or in the performance of Acting Director duties and responsibilities under this MOU shall establish the Acting Director as a bargaining unit position or the duties and responsibilities of the Acting Director as bargaining unit work.

3. Effective and retroactive to September 11, 2019, Ciarleglio is appointed as Acting Director.
4. Ciarleglio's appointment as Acting Director is on a temporary basis and is an appointment 'at will' meaning that the appointment may be terminated by the Town or by Ciarleglio, at any time, with or without cause, and there is no promise, guarantee or assurance that the appointment will continue for any specific duration. If not earlier terminated by the Town or by Ciarleglio, the appointment may continue until the Town hires a regular Director of Public Works.
5. The Acting Director is a full-time (40+ hours/week), salaried, exempt position and is not eligible for overtime compensation.
6. As Acting Director, Ciarleglio shall have the duties and responsibilities of the regular Director of Public Works position including, without limitation: management and operation of the Town's Department of Public Works (also known as the Highway Department) ("DPW") and supervision of DPW personnel, including bargaining unit personnel.
7. As Acting Director, Ciarleglio's regular hours of work shall be Monday through Friday, 7:00 a.m. to 3:00 p.m. and such other days and hours as reasonably may be required to manage and operate the DPW effectively. As Acting Director, Ciarleglio also shall be expected to attend meetings of the Board of Selectmen and report to the Board on matters concerning the management and operation of the DPW and on matters concerning DPW personnel.
8. As Acting Director, Ciarleglio shall be compensated on a salary basis at the bi-weekly rate of Three Thousand One Hundred Ninety and 46/100 Dollars (\$3,190.46) (\$82,951.96 annualized), less lawful deductions and withholding ("Acting Director Pay Rate"), payable in accordance with the Town's regular payroll practices.
 - a. Back Pay – Retroactive to September 11, 2019. For each pay period between September 11, 2019 and the Effective Date, if the actual wages paid to Ciarleglio during that pay period are less than the Acting Director Pay Rate, Ciarleglio shall receive payment for the difference ("Back Pay"). Any Back Pay due shall be totaled together and paid in a one-time lump sum payment,

less lawful deductions and withholding, within fifteen (15) business days of the Effective Date.

9. While serving as Acting Director, Ciarleglio shall represent the Town and the interests of the Town and shall not serve as an officer of the Union, shall not participate in the Union or in Union business, meetings or activities, shall not be a member of the bargaining unit and shall not have rights or obligations of a bargaining unit employee under the Contract, except as follows:

- a. Employee Benefits. While serving as Acting Director, Ciarleglio will continue to be eligible for employee benefits (insurance, paid time off, qualified leave, pension) provided to bargaining unit employees under the Contract and shall be eligible to participate at the same levels as he did as a member of the bargaining unit;
- b. Seniority. Ciarleglio's period of service as Acting Director shall not be considered a break in service and shall count as continuing service for purposes of seniority under the Contract;
- c. Union Membership; Union Dues. While serving as Acting Director, Ciarleglio shall be eligible to continue his Union membership in an 'inactive status,' and shall be subject to payroll deductions for any Union dues in accordance with the terms of the Contract.

10. The parties to this MOU expressly acknowledge and agree as follows:

- a. Ciarleglio's appointment as Acting Director is temporary and 'at will' and may be terminated by the Town or by Ciarleglio at any time, with or without cause;
- b. Any termination of Ciarleglio's appointment by the Town, whether with or without cause, shall not be grievable by Ciarleglio or by the Union, provided that if Ciarleglio's appointment is terminated for disciplinary reasons, Ciarleglio shall be eligible to grieve the discipline (but not the termination decision) under the Contract;
- c. Upon termination of Ciarleglio's appointment and provided that Ciarleglio's appointment has not been terminated for serious misconduct, Ciarleglio shall be restored to the bargaining unit in the same or substantially equivalent position that he occupied at the time of his appointment as Acting Director.

11. The parties to this MOU agree that nothing in this MOU shall be deemed to evidence or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind, and further agree that the parties hereto knowingly and voluntarily waive any such claims.

12. Except as expressly provided herein, this MOU does not modify any terms or provisions of the Contract between the Town and the Union.

TOWN OF BETHANY

By: Paula Cofrancesco

Date: 11-26-2019

LOCAL 1303-196 OF COUNCIL 4,
AFSCME, AFL-CIO

By: [Signature]

Date: 11/26/2019

By: [Signature]
Anthony (Tony) Ciarleglio

Date: 11-26-19

EXHIBIT 2

Memorandum of Understanding re: Temporary Assignment
(July 20, 2022)

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF BETHANY

-and-

LOCAL 1303-396 OF COUNCIL 4, AFSCME, AFL-CIO

Re: Temporary Assignment

This Memorandum of Understanding re: Temporary Assignment ("MOU") is made and entered into this 20th day of July, 2022 ("Effective Date"), by and between the Town of Bethany ("Town") and Local 1303-396 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO ("Union").

WHEREAS, the Town and the Union are parties to a collective bargaining agreement for the period from July 1, 2018 through June 30, 2022 (the "Contract") and are in negotiations for a successor agreement to the Contract; and

WHEREAS, the Union represents a bargaining unit of certain full-time road crew employees of the Town including the non-supervisory positions of Maintainer, Equipment Operator / Maintainer I, Equipment Operator / Maintainer II and Mechanic Maintainer; and

WHEREAS, Tony Ciarleglio ("Ciarleglio") is a full-time road crew employee in the bargaining unit position of Equipment Operator / Maintainer II and a member of the Union; and

WHEREAS, between approximately September 11, 2019 and June 30, 2022, Ciarleglio served in the temporary, non-union position of Acting Director of Public Works ("Acting Director") pursuant to a certain Memorandum of Understanding re Acting Director of Public Works between the Town and the Union dated November 26, 2019 ("Acting Director MOU") and is therefore uniquely knowledgeable concerning Department of Public Works projects, operations, procedures and protocols; and

WHEREAS, Ciarleglio returned to the bargaining unit position of Equipment Operator / Maintainer II effective July 1, 2022; and

WHEREAS, effective July 1, 2022, Donald R. Shea, Jr. ("Shea") is the Town's Facilities/Public Works Manager; and

WHEREAS, the Facilities/Public Works Manager is a Department Head within the meaning of Section 7-467 of the Municipal Employee Relations Act ("MERA") and is not a bargaining unit position; and

WHEREAS, the Facilities/Public Works Manager replaces all prior titles by which the Department Head responsible for the Department of Public Works has been known (including but not limited to Acting Director of Public Works, Director of Public Works, Highway Department Foreman, Highway Foreman); and

WHEREAS, during the transition to a new Department Head, the Town wishes to increase Ciarleglio's duties on a temporary basis, to provide certain operational assistance and support to Shea as the new Facilities/Public Works Manager, while remaining responsible for all duties and responsibilities of Ciarleglio's regular Equipment Operator/Maintainer II position; and

WHEREAS, Article V, Section 5 of the Contract makes certain provision for payment when an employee is assigned to work in a higher classification but the Contract does not include a classification or pay rate for the temporary increased duties contemplated by the Town; and

WHEREAS, the Town and the Union have consulted and agree to a pay differential to compensate Ciarleglio for the increased duties during the temporary assignment as provided in this MOU,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Union agree as follows:

1. As of July 1, 2022, Ciarleglio is in the full-time bargaining unit position of Equipment Operator / Maintainer II (EOM-II), has the regular duties and responsibilities of the EOM-II position, and receives the regular pay rate negotiated by the parties for the EOM-II position ("EOM-II Rate") (currently \$30.66/hour).
2. Effective and retroactive to July 1, 2022, Ciarleglio is assigned and shall be responsible for the duties and responsibilities set forth in the attached **Appendix A** (the "Temporary Duties") in addition to his regular EOM-II duties and responsibilities (the "Temporary Duties Assignment").
3. During the Temporary Duties Assignment, Ciarleglio shall receive a temporary regular rate of pay of \$33.73/hour (the "Temporary Duties Rate") instead of the EOM-II Rate.
4. The Temporary Duties Rate shall be effective and retroactive to July 1, 2022 and shall be subject to any general wage increases negotiated by the Town and the Union for classified bargaining unit positions during the period of the Temporary Duties Assignment.
5. The Temporary Duties Assignment is temporary and there is no promise, guarantee or assurance that the Temporary Duties Assignment will continue for any specific duration. The Town may terminate the Temporary Duties Assignment at any time and for any reason, with or without cause, upon written notice to the Union, with a copy to Ciarleglio.
6. Any termination of the Temporary Duties Assignment by the Town, whether with or without cause, shall not be grievable by Ciarleglio or by the Union, provided that if Ciarleglio's Temporary Duties Assignment is terminated for disciplinary reasons, Ciarleglio shall be eligible to grieve the discipline under the Contract (but not the decision to terminate the Temporary Duties Assignment).

7. Upon termination of the Temporary Duties Assignment as provided in this MOU, the Temporary Duties Rate shall expire except that Ciarleglio shall receive the Temporary Duties Rate for all hours worked through the termination of the Temporary Duties Assignment.
8. Upon termination of the Temporary Duties Assignment as provided in this MOU, and provided that Ciarleglio remains an active employee in good standing, Ciarleglio shall have and perform only the duties of the EOM-II position and shall receive the EOM-II Rate then in effect.
9. The parties to this MOU agree that the Temporary Duties are and have been duties of the Department Head; that the Temporary Assignment is to provide temporary operations support and assistance during the transition to a new Department Head; and that nothing in this MOU constitutes or shall be deemed to constitute an agreement that Temporary Duties are or shall be bargaining unit work or a waiver of any management rights or privileges of the Town concerning the Temporary Duties.
10. The parties to this MOU agree that nothing in this MOU shall be deemed to evidence or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind, and further agree that the parties hereto knowingly and voluntarily waive any such claims.
11. Except as expressly provided herein, this MOU does not modify any terms or provisions of the Contract between the Town and the Union.

TOWN OF BETHANY

By: Paula C. Francesco

Date: 7/21/2022

LOCAL 1303-396 OF COUNCIL 4
AFSCME, AFL-CIO

By: Chuck Pennisi

Date: July 20, 2022

APPENDIX A

TEMPORARY DUTIES

During the Temporary Duties Assignment, Ciarleglio shall have all the regular duties of the EO/Maintainer II position and, under the direction and supervision of the Department Head, the following Temporary Duties:

- Oversees / works alongside the Public Works crew
- Makes daily work assignments for Public Works crew, consistent with Public Works priorities, projects and services as determined and directed by the Facilities/Public Works Manager
- Oversees on-site delivery of Public Works services and projects
- Reports on Public Works services and projects and crew performance to the Facilities/Public Works Manager and provides status reports
- Conducts periodic inventory of materials and reports inventory needs to the Facilities/Public Works Manager
- Oversees regular maintenance of Public Works equipment and vehicles and reports on maintenance needs and status of equipment and vehicles to the Facilities/Public Works Manager
- Coordinates snow removal / emergency response with the Facilities/Public Works Manager during storms, inclement weather or emergency conditions
- Fields calls, complaints, concerns or inquiries concerning the Public Works Department as necessary in the absence of the Facilities/Public Works Manager
- Transitions former Acting Director duties to the Facilities/Public Works Manager, is a resource to the Facilities/Public Works Manager concerning former Acting Director duties and directs calls, complaints, concerns or inquiries concerning the Public Works Department or the Recycling Center and their business, operations, priorities, projects, services or personnel to the Facilities/Public Works Manager for response

APPENDIX E

UNION OFFICERS / ORIENTATION DESIGNEES

As of December 2022:

- President - Kevin Smith
- Vice President - Tony Ciarleglio
- Secretary/Treasurer- Brian Howard

APPENDIX F

UNION DUES AUTHORIZATION FORM

**AFSCME
STRONG**

Council 4

Yes! I am AFSCME Strong.
I want a strong voice at work and in my community

Yes, sign me up to:

- Talk to colleagues at work
- Make phone calls to AFSCME members for campaigns
- Knock AFSCME member doors during campaigns

Membership - Public Sector Card

**American Federation of State, County and Municipal Employees
Membership and Authorization for Dues Deduction**

I hereby apply for membership in AFSCME Council 4 (hereafter the "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union at my current employer, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

If/when the applicable collective-bargaining agreement does not address revocation, then this voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union at my current employer, for a period of one year from the date of execution, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not more than ten (10) days before and not more than twenty (20) days after the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. This authorization and assignment shall remain in effect if my employment with the Employer ends and I am later re-employed by the Employer.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, state law may extend favored tax treatment.

Local Union # _____ Department / Work Location _____

Last Name _____ First Name _____ M.I. _____

Home Street Address _____ Apt. No. _____

City _____ State _____ Zip Code _____

Job Title _____ Hire Date _____ Employee Number _____

Personal E-mail _____ Personal Cell Phone No. * _____

Signature _____ Date Signed _____

*By providing your cell phone number you consent to receive calls (including recorded or autodialed calls, or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. Your carrier's rates may apply. You may modify your preferences by calling the Union at 860-224-4000.

Become a PEOPLE MVP for \$8.35/month (\$100 annually) Contribution Form ↓

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334,

Washington, D.C. 20035-5334, to be used to support pro-worker candidates in federal, state, and local elections.

Deduction Per Pay Period (26 pp/yr)

\$4 MVP \$8 Other _____

Select jacket size

S M L XL 2XL

Other _____

My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my

contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Last Name _____ First Name _____ M.I. _____

Street Address _____ Apt. No. _____

City _____ State _____ Zip Code _____

Employer _____

Home Phone _____ Business Phone _____

Email Address _____

Signature _____ Date Signed _____

Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes. In accordance with federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned.

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF BETHANY

-and-

LOCAL 1303-396 OF COUNCIL 4, AFSCME, AFL-CIO

Re: Correction of Transcription Error (Article IX, Section 1)

This Memorandum of Understanding re: Correction of Transcription Error ("MOU") is made and entered into this 21ST day of February, 2023 ("Effective Date"), by and between the Town of Bethany ("Town") and Local 1303-396 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO ("Union") (collectively, the Town and the Union are the "Parties").

WHEREAS, the Town and the Union are parties to a collective bargaining agreement for the period from July 1, 2022 through June 30, 2026 (the "Contract"); and

WHEREAS, the Parties have identified a transcription error in Article IX, Section 1 of the Contract (the "Transcription Error"); and

WHEREAS, the Parties have consulted and agree that, due to the Transcription Error, Article IX, Section 1 of the Contract is incorrect and does not accurately state the vacation accruals for which bargaining unit employees are eligible under the Contract; and

WHEREAS, the Parties wish to correct Article IX, Section 1 of the Contract to reverse the Transcription Error and accurately reflect vacation accruals;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Union agree as follows:

1. Effective immediately and retroactive to July 1, 2022, Article IX, Section 1 of the Contract is corrected as set forth below (the "Correction"):

Article IX - Vacation

Section 1. 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:

For employees on the payroll as of July 1, 1999:

- One (1) week of vacation after one (1) year of service.
- Two (2) weeks of vacation after two (2) years of service.
- **Three (3) weeks of vacation** after ~~three (3) years of service~~ **after five (5) years of service.**
- **Four (4) weeks of vacation** after ~~four (4) years of service~~ **after ten (10) years of service.**

- **Five (5) weeks of vacation after five (5) years of service after fifteen (15) years of service.**

The employee must schedule his/her vacation with the Department Head prior to July 1 each year. Single day vacation may be granted by the Department Head whose approval will not be unreasonably withheld.

2. A corrected page 12 (attached and incorporated hereto as **Appendix A**), incorporating the Correction, is hereby substituted for the incorrect page 12 in the Contract.
3. The parties to this MOU agree that nothing in this MOU shall be deemed to evidence or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind, and further agree that the parties hereto knowingly and voluntarily waive any such claims.
4. Except as expressly provided herein, this MOU does not modify any terms or provisions of the Contract between the Town and the Union.

TOWN OF BETHANY

By: Paula Cofrancesco
Paula Cofrancesco, First Selectman
Date: 2/21/2023

**LOCAL 1303-396 OF COUNCIL 4
AFSCME, AFL-CIO**

By: Kevin Smith
Kevin Smith, President
Date: 2/21/2023

By: _____

Date: _____

APPENDIX A
CORRECTED PAGE 12

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. If there is a conflict between these provisions and the federal Monday Holiday Law, the federal law shall prevail.

Section 3.

To be eligible for holiday pay, an employee must work his/her last regularly scheduled day before the holiday and the next regularly scheduled day after the holiday except in the case of an approved absence. It is not the intent of the parties to allow the use of sick days to extend holiday periods.

Section 4.

If a holiday falls during an employee's vacation the employee shall not be charged a vacation day and shall be paid for said holiday at his/her regular hourly rate.

Section 5.

Employees shall receive two (2) times their regular rate of pay for all hours worked on a holiday in addition to holiday pay.

**ARTICLE IX
VACATION**

Section 1.

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:

For employees on the payroll as of July 1, 1999:

- One (1) week of vacation after one (1) year of service.
- Two (2) weeks of vacation after two (2) years of service.
- Three (3) weeks of vacation after **five (5) years** of service.
- Four (4) weeks of vacation after **ten (10) years** of service.
- Five (5) weeks of vacation after **fifteen (15) years** of service.

The employee must schedule his/her vacation with the Department Head prior to July 1 each year. Single day vacation may be granted by the Department Head whose approval will not be unreasonably withheld.

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF BETHANY

-and-

LOCAL 1303-396 OF COUNCIL 4, AFSCME, AFL-CIO

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- **Four (4) weeks of vacation** after ~~four (4) years of service~~ **after ten (10) years of service.**

• **Five (5) weeks of vacation** after five (5) years of service ~~after fifteen (15) years of service.~~

The employee must schedule his/her vacation with the Department Head prior to July 1 each year. Single day vacation may be granted by the Department Head whose approval will not be unreasonably withheld.

2. A corrected page 12 (attached and incorporated hereto as **Appendix A**), incorporating the Correction, is hereby substituted for the incorrect page 12 in the Contract.
3. The parties to this MOU agree that nothing in this MOU shall be deemed to evidence or constitute any prohibited practice or unfair practice or past practice, or any unlawful or prohibited conduct of any kind, and further agree that the parties hereto knowingly and voluntarily waive any such claims.
4. Except as expressly provided herein, this MOU does not modify any terms or provisions of the Contract between the Town and the Union.

TOWN OF BETHANY

By: Paula Cofrancesco
Paula Cofrancesco, First Selectman
Date: 2/21/2023

**LOCAL 1303-396 OF COUNCIL 4
AFSCME, AFL-CIO**

By: Kevin Smith
Kevin Smith, President
Date: 2/21/2023

By: _____

Date: _____

APPENDIX A
CORRECTED PAGE 12

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. If there is a conflict between these provisions and the federal Monday Holiday Law, the federal law shall prevail.

Section 3.

To be eligible for holiday pay, an employee must work his/her last regularly scheduled day before the holiday and the next regularly scheduled day after the holiday except in the case of an approved absence. It is not the intent of the parties to allow the use of sick days to extend holiday periods.

Section 4.

If a holiday falls during an employee's vacation the employee shall not be charged a vacation day and shall be paid for said holiday at his/her regular hourly rate.

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Employees shall receive two (2) times their regular rate of pay for all hours worked on a holiday in addition to holiday pay.

**ARTICLE IX
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The employee must schedule his/her vacation with the Department Head prior to July 1 each year. Single day vacation may be granted by the Department Head whose approval will not be unreasonably withheld.

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF BETHANY

-and-

LOCAL 1303-396 of COUNCIL 4, AFSCME, AFL-CIO

RE: Adjustment to Working Foreman (Ciarleglio) Pay Rate

This Memorandum of Understanding re: Adjustment of Working Foreman (Ciarleglio) Pay Rate is made and entered into this 17th day of March, 2023, (effective date), by and between the Town of Bethany ("Town") and Local 1303-396 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO ("Union").

WHEREAS, the Town and the Union are parties to a collective bargaining agreement for the period from July 1, 2022, through June 30, 2026 (the "Agreement"); and

WHEREAS, the Town has established a new, full-time Working Foreman position, with duties and responsibilities as set forth in the job description for the position; and

WHEREAS, the Town and the Union have agreed to recognize the new Working Foreman as a bargaining unit position and have met and negotiated wages and other terms and conditions of employment for the position; and

WHEREAS, Tony Ciarleglio currently holds the position of Working Foreman; and

WHEREAS, the current hourly rate for the Working Foreman (Ciarleglio) is \$34.57; and

WHEREAS, the Town has reevaluated the hourly (Ciarleglio) rate for the Working Foreman (Ciarleglio); and

WHEREAS, the Town will make an adjustment accordingly.

NOW, THEREFORE, the parties agree as follows:

1. The Town shall adjust the hourly (Ciarleglio) rate to \$35.36, which shall be effective and retroactive to July 1, 2022.
2. Beginning July 1, 2023, the Ciarleglio Rate shall be eligible for any general wage increases negotiated by and between the Town and the Union for classified bargaining unit positions.

3. The Chiarleglio Rate shall be exclusive to Chiarleglio and shall remain in effect during the term of the Agreement, provided that Chiarleglio remains in and does not vacate the Working Foreman position for any reason.
4. All other provisions noted in the MOU executed January 9, 2023, shall remain in place.
5. Except as expressly provided herein, this MOU does not modify any terms or provisions of the Agreement between the Town and the Union.

TOWN OF BETHANY

LOCAL 103-396 OF COUNCIL 4
AFSCME AFL-CIO

By: Paula Cofrancesco
Paula Cofrancesco
First Selectman

By: Kevin Smith
Kevin Smith
President

By: Charles Paris
Charles Paris
Staff Representative

By: Anthony Chiarleglio
Anthony (Tony) Chiarleglio
Working Foreman

AMENDMENT TO THE AGREEMENT

BETWEEN

TOWN OF BETHANY

and

LOCAL 1303-396 OF COUNCIL 4, AFSCME, AFL-CIO

RE: Adding State/Federal Holiday to Agreement

This Amendment to the Agreement is made and entered into this 23rd day of March, 2023, (effective date), by and between the Town of Bethany ("Town") and Local 1303-396 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO ("Union").

WHEREAS, Juneteenth has now been recognized and approved as a Federal and State holiday.

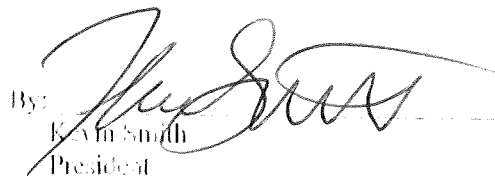
NOW, THEREFORE, the parties agree as follows:

1. Starting with the effective date of this Amendment to the Agreement this holiday will be added to the list of holidays in Article VII - HOLIDAYS.
2. Except as expressly provided herein, this Amendment to the Agreement does not modify any terms or provisions of the Agreement between the Town and the Union.

TOWN OF BETHANY

LOCAL 1303-396 OF COUNCIL 4
AFSCME, AFL-CIO

By: 
Paula Colfrancesco
First Selectman

By: 
Kevin Smith
President

By: 
Charles Jones
Staff Representative 3-23-23