

**DESCRIPTION OF BENEFITS FOR THE TOWN OF EAST LYME NON-AFFILIATED
GENERAL GOVERNMENT EMPLOYEES**

The Town provides a wide range of benefits to its employees. This document summarizes the benefits that are provided to the Town of East Lyme non-affiliated general government employees. The Board of Selectman recognizes that non affiliated employees are mostly the “management team” of the Town. In recognition of the level of responsibilities and the additional hours and effort routinely required of these employees, it is the policy of the Town of East Lyme that benefits and conditions of employment other than pension benefits shall be at least comparable or exceed those of union employees.

TABLE OF CONTENTS

<u>No.</u>	<u>Description</u>	<u>Page</u>
1	List of Non-Affiliated Positions.....	2
2	Vacation Leave.....	2
3	Sick Leave.....	3
4	Bereavement Leave.....	4
5	Personal Leave.....	4
6	Military Leave.....	4
7	Jury Duty.....	5
8	Family Leave.....	5
9	Compensatory Time.....	5
10	Worker’s Compensation.....	6
11	Leave of Absence Without Pay.....	6
12	Holidays.....	6
13	Insurance.....	7
14	Pensions.....	8
15	Retirement/Death of employee.....	9
16	Safety, Health & Miscellaneous.....	10
17	Training/Licensing/Certifications.....	11
18	Wages.....	11
19	Longevity.....	11
20	Continued Service.....	12

1. **LIST OF NON-AFFILIATED POSITIONS**

This list includes the following non affiliated positions;

<u>#</u>	<u>Position</u>
1	IT Supervisor
2	Senior Services Coordinator
3	HR Manager
4	Fire Inspector
5	Utility Superintendent
6	Civil Engineer 1
7	Building Official
8	Fire Marshal
9	Zoning Official
10	Director of Parks & Recreation
11	Director of Planning
12	Utility Engineer
13	Assistant Utility Engineer
14	Town Engineer
15	Director of Finance
16	Deputy Director of Public Works
17	Director of Public Works
18	Assessor
19	Animal Control Officer *
20	Executive Assistant to the First Selectman
21	Police Chief
22	First Selectman **
23	Town Clerk **
24	Tax Collector **

* The Animal Control Officer is the only position on this list that is hourly – non exempt.

**These positions are elected and therefore some of their benefits are different from the rest of this group

2. **VACATION LEAVE**

Eligible employees accrue vacation time as follows;

<u>Length of Service Time</u>	<u>Amount of Vacation</u>
One (1) to Five (5) years	12 days per annum
Five (5) to (15) Fifteen years	18 days per annum
Fifteen (15) to Twenty (20) years	22 days per annum
Twenty (20) or more years	25 days per annum

- A. In the first year of service, vacation is accumulated monthly at the rate of one (1) day per month. Beginning in the second year of service going forward, annual vacation days are credited to the employee in full at the beginning of each fiscal year. As part of a new hire’s offer letter, the Town may allow the first year of vacation to be given

all up front at the discretion of the First Selectman; however, if the employee leaves the Town before the year is up, they would owe back the amount of time beyond what would have been accrued.

- B. The maximum amount of vacation that an employee may accumulate at the end of a fiscal year is thirty (30) days or the amount that an employee would accrue in two fiscal years, whichever is more.
- C. Any accrued but unused vacation leave over the amount in 2.B at the end of the fiscal year may be forfeited. Any forfeited vacation allowance will not be reinstated.
- D. Vacations may be taken in no less than one quarter (1/4) day increments when requested
- E. Upon termination of employment, the Town will pay employees in good standing (i.e. leaves voluntarily, gives two (2) weeks' notice, is not terminated, etc.) for accrued, but unused vacation time up to the amount that an employee would accrue in the two fiscal years.
- F. In the event of death of an employee, the employee's estate will receive payment for accrued, but unused vacation up to thirty (30) days or the amount that an employee would accrue in two fiscal years, whichever is more.

3. **SICK LEAVE**

- A. Employees shall be granted sick leave with pay for personal illness or injury except where directly connected to employment by an employer other than the Town. Sick leave shall be permitted for medical/dental appointments, which cannot be scheduled outside of working hours.
- B. An employee shall accrue sick days at the rate of one and a quarter (1.25) days per month.
- C. The maximum amount of sick leave an employee may accrue is two hundred (200) days. Once an employee has attained the maximum sick leave allowance, he or she will cease to accrue additional sick leave until his or her balance falls below two hundred (200) days.
- D. Sick leave shall be charged in no less than one (1) hour increments.
- E. Sick leave shall accrue from the date of hire. New employees shall be eligible to use sick leave.
- F. Employees working less than the normal work week will be granted sick leave on a schedule prorated on their working hours compared to the normal weekly working hours.

G. Employees may use sick days for family illness or injury

H. **Sick Leave Incentive**

In recognition of excellent attendance, an employee shall earn one (1) paid personal day for each calendar quarter in which there has been no sick leave usage, to a maximum of four (4) days in any one calendar year. A period of perfect attendance may include vacation, personal and holiday leave, but not incidents of tardiness or other leaves of absence. Any personal day earned shall be used in the fiscal year or, if earned in the fourth quarter, no later than ninety (90) days after it is earned or the day shall be forfeited. Such personal days shall not be cumulative.

4. **BEREAVEMENT LEAVE**

Employees are allowed the following bereavement leave;

A. A leave of up to five (5) consecutive days shall be granted an employee in the event of the death of a spouse, child, parent (in-law), sibling (in-law), grandchild, or grandparent, step children or step parents.

B. A leave of one (1) day shall be granted an employee in the event of the death of an aunt or uncle to attend the funeral.

5. **PERSONAL LEAVE**

Employees shall receive the following personal leave;

A. Full time employees shall receive four (4) personal days as of July 1st each year. The Town provides these days to allow employees the flexibility to meet family obligations or emergencies, handle personal business, schedule medical appointments, which cannot be conducted outside of business hours, or celebrate a holiday not recognized by the Town

B. Personal days must be used in the fiscal year in which they are accrued and cannot be carried over to the following year. There is no reimbursement for unused personal leave following the termination of employment.

C. Personal leave shall be taken in not less than one (1) hour increments.

6. **MILITARY LEAVE**

The Town will comply with its obligations under federal and/or state law(s).

7. **JURY DUTY**

An employee required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as the result of such service.

8. **FAMILY LEAVE**

- A. The employer agrees that eligible employees are entitled to take up to twelve (12) weeks of unpaid, job protected leave in a twelve month period commencing from the start of the employee's first such leave under the eligibility and coverage provisions of the Federal Family and Medical Leave Act (FMLA).
- B. Notwithstanding the above the employer shall continue health care benefits in the same manner as before the start of FMLA leave.
- C. Employees must substitute accrued paid leave for which they are eligible for all or part of any FMLA leave.

9. **COMPENSATORY TIME**

Exempt employees are not eligible for overtime payments. Exempt employees shall, as part of their normal responsibilities, respond to emergency situations, attend meetings outside of their normal work schedule, and perform all duties required to carry out the responsibilities of their position. Deviations from the employee's normal work schedule shall be subject to the discretion of the First Selectman or his/her designee. However, at the discretion of the First Selectman, exempt employees may receive compensatory time off for the following;

- A. For all hours worked beyond the normal work week provided that the additional hours are the result of;
 - a. Required attendance at meetings held at night or on holidays and/or emergency situations consistent with the employee's duties and responsibilities
 - b. Pre-arranged work performed outside of normal work hours where said work is performed at the direction of the employee's Department Head and/or the First Selectman if the employees supervisor is the First Selectman
 - c. Pre-arranged work performed on weekends where said work is performed with the prior approval of the First Selectman or his/her designee.
- B. Compensable hours shall not include travel time to and from meetings held within the Town. In all cases of compensatory time, the employee must use such time within six (6) month's time providing such use does not unduly disrupt the operation of individual departments. If such use unduly disrupts the operation of a Department,

as determined by the Department Head or the First Selectman, said time can be extended by mutual agreement of the employee, the Department Head and the First Selectman or his/her designee.

- C. In the event an employee leaves his/her employment with the Town, the employee shall receive compensation for the compensatory time accrued over the last six (6) months but not used.

10. WORKER'S COMPENSATION

Injury leave, as distinguished from sick leave, shall be paid leave given to an employee due to absence from work caused by an accident or injury which occurred while the employee was engaged in the performance of the employee's duties. Employees of the Town are covered by Workers Compensation Insurance. The standard practice is that the employee would still receive their regular pay until the time that they are able to return to duty and the Town will receive the insurance benefit to help defray the cost of their missed time.

11. LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted at the discretion of the First Selectman or his designee for a period not to exceed one (1) year. Requests for such leave shall be made in writing to the First Selectman or his designee and shall include a statement of the reasons therefore and of the length of the leave requested. During the period of a leave without pay, the employee shall not be credited for the length of service or for the purposes of meeting the requirements of seniority, accruing sick leave or vacation time. The First Selectman may reinstate an employee from a leave of absence without pay to the position formerly held by him, if it is vacant. If the position is not vacant, he may be re-employed in any vacant position of a comparable nature for which he is qualified. If no such position is vacant or exists, he may, at his discretion be placed on a re-employment list or placed in a position of a lower grade for which he is qualified provided such a position is vacant. Any employee who is on leave of absence without pay shall not be paid for any holidays nor accrue vacation or sick leave during the period of absence. Health and insurance benefits provided by the Town pursuant to this agreement shall cease for authorized leaves of absence without pay of greater than one month, but the employee may continue the benefits at the employee's expense while on said leave.

12. HOLIDAYS

- A. Each active employee shall receive twelve and one-half (12½) paid holidays during each calendar year as shown below:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day

Good Friday
Memorial Day
Independence Day
Labor Day

Thanksgiving Friday
Christmas Eve (½ day)
Christmas Day

- B. One additional holiday, designated as a Floating Holiday, may be used during the fiscal year.
- C. If a holiday occurs on a Saturday, the preceding Friday is taken as the holiday, and if a holiday occurs on a Sunday, the following Monday is taken as a holiday.
- D. Employees shall be eligible for paid holidays effective their date of hire.
- E. Employees that are part time shall be granted pro rata holiday pay for each holiday based upon their regularly scheduled weekly working hours.

13. **INSURANCES**

- A. The Town shall provide and pay for all eligible employees and their enrolled dependents coverage through a Health Savings Account (“HSA”) Plan *, or a Waiver of Coverage option with proof of other coverage. Employees hired on or after August 1, 2008 must work thirty (30) or more hours per week to be considered eligible employees. In the event that the Town determines to fully insure, change insurance carriers, and/or modify plan design, the coverage and benefits will be comparable to the coverage and benefits then in effect.

* The current Zoning Enforcement Officer has been allowed to stay on the Town’s PPO Plan for reasons agreed upon by the Town

- B. Health Savings Account (HSA) Plans

The amount that the Town will pay toward the deductible for the HSA Plan will be discussed with the unaffiliated group on a regular basis as determined by both parties and then approved by the Board of Selectman.

HSA Plan:

\$2,000.00/\$4,000.00 deductible

100% in network 80%/20% out-of-network

\$5,000.00/\$10,000.00 combined in and out-of-network

The percentage of the employee cost share for the HSA Plan and the Dental will be discussed with the unaffiliated group on a regular basis as determined by both parties and then approved by the Board of Selectman.

- C. In the event that the Town adopts the Connecticut State Partnership 2.0 Plan, then the Town will continue to maintain the same cost shares as agreed upon in Item 13B.
- D. The Town and the unaffiliated group agree that in the event that as of January 1, 2020, the total cost of a group health plan or plans offered by the Town meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to meet for the sole purpose of negotiating over health insurance.
- E. Employee payment shall be made through a payroll deduction which shall be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

F. Waiver of Coverage Option

Employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above. Payment to those employees waiving such coverage shall be made in July of each year for the previous year in the amount of two thousand dollars (\$2,000.00). The payment shall be pro-rated for employees hired between July 1st - June 30th based on their hire date.

G. Life Insurance Benefit

The Town shall provide and pay for each employee a fifty thousand dollar (\$50,000.00) term life Insurance policy and a fifty thousand dollar (\$50,000.00) accidental death and dismemberment policy.

H. Retiree Health Care

Upon retirement of the employee, the COBRA health benefits entitlement for the retired employee (“retiree”) and his/her spouse (who is the spouse of such retiree at the time of such retiree’s retirement and who remains the retiree’s spouse) (“spouse), shall continue until such time that the retiree and/or the spouse becomes eligible for Medicare or age 65, whichever is earlier, with fifty (50%) of the current COBRA rate being paid by the retiree. The rule of 80, age plus service time, shall apply for approved retirements to receive this benefit.

14. **PENSION**

A. Defined Benefit

The Town provided a Defined Benefit (DB) Retirement program for the benefit of its eligible regular full time employees hired before June 1, 2001. These employees became fully vested after five years continuous full time service to the Town.

B. *Defined Contribution*

All new employees hired after June 1, 2001 are only eligible for the Defined Contribution Governmental 401(a) Defined Contribution (DC) Plan. The Town currently contributions to this plan are as follows;

- a. The Town will make a contribution to the employee's 401(a) DC plan equal to five percent (5%) of the employee's regular pay.
- b. The Town will make an additional contribution (not to exceed two (2) percent of regular pay) to the employee's 401(a) DC plan of one-half the amount that the employee contributes from payroll to the 401(a) DC plan.
- c. Effective July 1, 2019, the following changes will be made to the Defined Contribution Plan.
 1. The Town will make a contribution to the employee's 401(a) DC plan equal to seven percent (7%) of the employee's regular pay. The employee will no longer be required to contribute to the plan to get the employer's contributions.
 2. For employees with over five years of continuous service, the Town will make a contribution to the employee's 401(a) DC plan equal to eight percent (8%) of the employee's regular pay.
 3. For employees with over ten years of continuous service, the town will make a contribution to the employee's 401(a) DC plan equal to nine percent (9%) of the employee's regular pay.
- d. For the Town of East Lyme's contributions to the 401(a) DC plan, the employee becomes twenty percent (20%) vested with one year of continuous full time service with an additional vesting of twenty percent (20%) each year to become fully vested at five (5) years of continuous full time service to the Town.
- e. The employee's contributions are fully vested (100%) at the time of the contribution.

15. RETIREMENT/DEATH OF EMPLOYEE

- A. Employees will not receive pay in lieu of sick leave nor will pay be for unused sick leave to a retiring or terminating employee except for fifty (50%) percent payment of accumulated sick leave up to a maximum of one hundred (100) days shall be paid at the current base rate to employees retiring who have ten (10) or more years of continuous service with a minimum age of 55 upon retirement, or employees being terminated due to budget cuts who have ten (10) or more years of continuous service or employees terminating other than for cause after twenty (20) years or more of

continuous service. The Town may choose to spread the payments over time; the first payment would be 25% at the time of retirement, the second payment would be 50% and would be paid in the first pay period of the next fiscal year, and the remaining 25% would be paid in the first pay period of the following fiscal year. For employees retiring with a Defined Benefit (DB) retirement plan, the Town and/or the employee may elect to apply sick leave days for retirement (in lieu of a cash payout) as set forth in Section 15.C below.

- B. In the event of the death of an employee after retirement but before they are fully paid for their sick time, the employee's estate will receive the remaining balance in the same time periods as if the employee was still alive.
- C. Upon retirement, an employee with a Defined Benefit (DB) plan may be given an additional percentage above and beyond the actual service time retirement benefit, for unused sick leave, in lieu of a payout as follows;

<u>Number of Days Exchanged</u>	<u>Percent</u>
100	1%
150	2%
200	3%

- D. Upon the death of an employee, his spouse and, if the spouse has not survived the employee, the minor children shall be paid in a lump sum the equivalent of the amount of unused sick leave accrued by the employee at the time of death. If the employee has neither a spouse nor minor children, no compensation for the unused sick leave will be paid.

16. **SAFETY, HEALTH and MISCELLANEOUS**

- A. The Town offers a free Employee Assistance Program (EAP) to all employees and their dependents. This service provides confidential consultation and referral by professionals for problems relative to marriage, family, depression, finances, drug/alcohol abuse, stress, gambling, weight/eating disorders and legal issues. The Town encourages employees to seek professional assistance when necessary. The records concerning an employee's treatment of alcoholism, drugs or chemical substance, or stress-related problems shall remain confidential and separate from other personnel material. Employees participating in an employee assistance program shall be entitled to use their unused accumulated vacation, sick or any other accrued time to their credit. Employees who undergo drug, chemical substance and/or alcohol treatment outlined and agreed to by the employee and the treating facility shall complete the program or be subject to discipline up to and including termination.
- B. The Town in its sole discretion shall determine the safety equipment to be used in each department as well as uniforms and foul weather gear.

17. **TRAINING/LICENSING/CERTIFICATIONS**

- A. The Town encourages all employees to further their training and education within their respective positions. The Town may arrange for employees to attend formal or informal training programs, workshops and conferences depending upon availability of Funds and approval by the First Selectman. All or a portion of the expenses for off premises training will be paid for by the Town depending on the nature of the course.
- B. The Town will reimburse employees for authorized business and/or travel expenses. In order to receive reimbursement, employees must have either their Department Head or First Selectman's written approval in advance and must submit a Travel Expense Statement accompanied by receipts and approved by their Department Head or First Selectman after the expenses have been incurred. Overnight stays and out of state travel for which reimbursement will be requested requires pre-approval of the First Selectman.
- C. All classes, certifications and licenses directly related to the employee's job will be paid for by the Town.
- D. The Town provides up to five hundred dollars (\$500.00) per annum per employee for tuition and books for eligible courses that relate directly to the employee's current assignment. In order to receive reimbursement, the employee must submit proof of successful completion of the course with at least a "B" grade.

Since the rationale for Town reimbursement of the cost for such courses and classes is that such courses significantly improve the work of any employee, thereby benefitting the Town, any employee voluntarily resigning or terminated for cause, within three years of being reimbursed, shall refund the amount of reimbursement they have received.

18. **WAGES**

- A. The percentage of any General Wage Increase (GWI) will be discussed with the unaffiliated group on a regular basis as determined by both parties and then approved by the Board of Selectman
- B. All employees in this group shall be paid via direct deposit.

19. **LONGEVITY**

Longevity pay shall be considered as added compensation to active employees as follows:

- A. Employees with five (5) years to nine (9) years of service shall receive two hundred dollars (\$200.00) annually.

- B. Employees with ten (10) years up to fourteen (14) years of service shall receive three hundred fifty dollars (\$350.00) annually.
- C. Employees with fifteen (15) years to nineteen (19) years of service shall receive five hundred fifty dollars (\$550.00) annually.
- D. Employees with twenty (20) years to twenty four (24) years of service shall receive seven hundred dollars (\$700.00) annually.
- E. Employees with twenty five (25) years or over of service shall receive eight hundred dollars (\$800.00) annually.
- F. Such longevity payment shall be paid annually to the employees within thirty (30) days of the anniversary month of hire.
- G. Elected salaried officials shall receive longevity after eight (8) years of continuous service to be paid every four (4) years as follows; Town Clerk - \$800, Tax Collector - \$800, and First Selectman - \$1,200
- H. Employees who leave Town service for any reason shall receive a pro-rated amount of longevity pay to which the employee would have been entitled on the employee's next anniversary date.

20. CONTINUOUS SERVICE

Each twenty-four months of continuous service following date of hire, non-elected employees shall receive, upon satisfactory performance evaluation, an increment increase to salary of two and a half (2 1/2%) percent not to exceed maximum salary authorized for the position. These step increases would be at the discretion of the First Selectman. The step movement would be independent of any general wage increase. The step increases would start with the first full pay period of the fiscal year in which the employee was eligible for the step increase.