

**AGREEMENT<sup>1</sup> BY AND BETWEEN  
THE TOWN OF CHESHIRE**

**AND**

**LOCAL 1303-202 OF COUNCIL 4  
AFSCME, AFL-CIO**

**July 1, 2016 through June 30, 2020**

**Copy 1 of 10**

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## **PREAMBLE**

This Agreement is entered into by and between the Town of Cheshire, hereinafter referred to as the Town and Local 1303-202 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the Union.

## **ARTICLE I** **RECOGNITION**

**1.1** The Town recognizes the Union under the provisions of Chapter 113 of the General Statutes of Connecticut, as amended, as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours, and other conditions of employment for manual employees of the departments of Public Works and Parks and Recreation who are classified in the following positions: Custodian, Laborer, Mechanic's Helper, Mechanic, Mechanic II, Maintainer, Building Maintainer, Wastewater Treatment Operator I, Wastewater Treatment Operator II, Wastewater Treatment Operator III, Wastewater Treatment Lab Technician, Transfer Station Gate Attendant, Transfer Station-Operator/Supervisor, Groundskeeper, Crew Leader, Fleet Manager, Senior Crew Leader, Engineer Technician, Building Construction Specialist, Building Maintenance Crew Leader, Facility Technician, Electrician and Senior Mechanic, but excluding temporary employees, seasonal employees and all other employees of those departments and all other employees of the Town. Temporary and seasonal employees are those employed only for a period not to exceed eighty (80) working days in any calendar year. Should the Town find it necessary or appropriate to extend a temporary employee's employment beyond the eighty (80) days it may request up to a five (5) day extension in writing which extension shall not be unreasonably withheld by the Union.

## **ARTICLE II** **RIGHTS AND RESPONSIBILITIES OF THE TOWN OF CHESHIRE**

**2.1** Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town of Cheshire pursuant to any charter, general or specific statute, ordinance, regulation or other lawful provisions, over the complete operations, practices, procedures and regulations with respect to employees of the Town, shall remain solely and exclusively in the Town, including, but not limited to, the following: to determine the standards of services to be offered by Town employees; determine the standards of selection for Town employment: direct its employees; take disciplinary and/or corrective action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue reasonable rules and regulations; maintain the efficiency of governmental operations; determine work schedules; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal

responsibilities. The Town reserves the right to continue the practice by which foremen and supervisors perform work which may be performed by bargaining unit members.

### **ARTICLE III** **UNION SECURITY**

**3.1** The Town agrees to deduct from the pay of all its full-time and part-time employees, who in writing authorize such deductions from their wages, such membership dues, initiation fees, reinstatement fees, and service fees, as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to Council 4 or the President of the Local to be given sixty (60) days prior to the expiration date of the contract and to take effect upon termination of the Agreement.

**3.2** All employees, full-time and part-time, in the collective bargaining unit who are not members on the effective date of this clause shall, for so long as they remain non-members, as a condition of employment pay to the Union a service fee, as may be fixed by the Union. All employees, full-time and part-time, in the collective bargaining unit who are members of the Union on the effective date of this clause but who hereafter cease to be Union members, shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee as may be fixed by the Union.

**3.3** The deduction for any month shall be made each payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the fifth (5<sup>th</sup>) business day, for which such deductions have been made.

**3.4** The Employer's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if a terminated employee is recalled or reinstated.

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

**3.6** The Union agrees to provide the Town a written list of all officers and stewards by July 15<sup>th</sup> of each year and within seven (7) days of any change made during the year.

### **ARTICLE IV** **SENIORITY, LAYOFF AND RECALL**

**4.1** Seniority shall be defined as the length of an employee's continuous service with the Department of Public Works or Parks and Recreation in bargaining unit jobs. Seniority

shall be broken by either discharge, voluntary termination, or termination of recall provision rights.

**4.2** The Town will during the month of June of each year, annually, furnish the Union with a seniority list showing the length of service of employees in the bargaining unit.

**4.3** No employee shall obtain seniority until he or she has completed a probationary period during which he or she shall have worked for the Town for a period of eighty-five (85) working days.\* Following the completion of the probationary period, an employee's seniority shall be retroactive until that employee's most recent date of hire. During the probationary period, the probationary employee shall be covered by all terms and conditions of the Agreement, except that a probationary employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his or her behalf, shall have recourse to the grievance procedure of this Agreement.

\*For the purposes of this Article and Section: if an employee works any part of a day, including Saturdays, Sundays and holidays, that day shall count as one full day towards the eighty-five (85) working days.

The probationary period may be extended for an additional period of thirty (30) working days if the Department Head reasonably believes that a longer test period is necessary in order to determine if the employee should be retained in the position.

**4.4** When the Town determines that layoffs are necessary, they shall take effect in the inverse order of seniority in the classification affected in the following order:

1. Temporary and seasonal employees;
2. Part-time probationary employees;
3. Full-time probationary employees; and
4. Regular employees.

A regular employee scheduled for a layoff under four above may bump an employee with less bargaining unit seniority in the following order, provided he/she has the present ability to perform the work of the position being accepted:

- A. Within the same pay grade in the same department from which the employee is being laid off;
- B. Within the same pay grade in a different department;
- C. Within a lower pay grade in the same department from which the employee is being laid off; and

D. Within a lower pay grade in a different department.

For purposes of Article IV, Section 4.4, there are three (3) departments: public works, wastewater pollution control, parks and recreations.

An employee exercising bumping rights under this provision shall be given a forty-five (45) working day probationary period to demonstrate his/her ability to do the job requirements. In its sole discretion, the Town may extend the probationary period for an additional thirty (30) working days. If the employee fails to perform his/her job duties during the probationary period to the Town's satisfaction, he/she shall then be allowed only one other bump opportunity to displace a less senior employee in a position previously held by the bumping employee, while in the employ of the Town of Cheshire. An employee who is laid off from his/her position and subsequently bumps into a lower pay grade shall be maintained at the former pay rate, until such time as the pay scale of the lower pay grade shall exceed the pay rate of the red circled employee.

**4.5** The names of all employees on layoff shall be placed upon a recall list to be maintained by the Town Manager or his/her designee. Employees shall be entitled to recall for a period of thirty-six (36) months from the date of their layoff, except as provided below. During this time, such employees shall only be entitled to be recalled in order of seniority, provided that no employee shall be guaranteed any job under this Agreement.

An employee who has been laid off shall be responsible for keeping the Town informed as to his/her current address. The Town shall only be required to send any recall notice to the address that is maintained in the Town's employment records. If that notice is returned as not deliverable, he/she shall be no longer eligible for recall and he/she shall have his/her name removed from the recall list.

An employee notified that an opening exists shall have five (5) working days from his/her receipt of the recall notice which shall be sent by certified mail, return receipt requested, to notify the office of the Town Manager of his/her availability. The recalled employee must then report to work within fifteen (15) working days from the receipt of the recall notice or shall no longer be eligible for recall and he/she shall have his/her name removed from the recall list.

## **ARTICLE V** **JOB POSTING**

**5.1** When the Town determines that a permanent vacancy exists and that it is going to fill the position, the Town will follow the procedure set forth below. For purposes of this article, a permanent vacancy includes the creation of a new position in the bargaining unit and/or the replacement of a previous incumbent as a result of a termination, promotion or demotion.

**5.2** All vacancies and positions covered by this Agreement shall be posted for a period of five (5) working days on bulletin boards in the Town Hall, Public Works Garage, Parks and Recreation Garage and Wastewater Treatment Plant before the Town may act to fill such vacancies. A copy of job postings shall be given to the Union president or his/her designee.

**5.3** Employees who desire to be considered for appointment to any such vacancy must submit their applications to the department head indicated by not later than the conclusion of the posting period specified above. Union representatives may place into application the name of any employee who is absent from work during the posting period.

**5.4** The Town will appoint the applicant who possesses greater skill and ability, including but not limited to, reliability and demonstrated performance, based upon a written exam and/or an oral exam and past employment record. If two applicants are equal in skill and ability, then the applicant with the greater seniority in the bargaining unit shall be offered the position. The Town may fill a permanent vacancy from outside the bargaining unit if no qualified applicant applies from within the bargaining unit.

**5.5** The promoted employee shall be given a probationary period of forty-five (45) working days that may be extended at the discretion of the Town for an additional thirty (30) working days. The employee who fails to satisfactorily complete the probationary period will be returned to his/her former position provided that the position is still in existence or will be allowed to exercise such bumping rights as are provided for by this Agreement.

## **ARTICLE VI**

### **HOURS OF WORK AND OVERTIME**

**6.1** The regular hours of employment for full-time employees shall be forty (40) hours per week divided equally over five (5) working days of eight (8) continuous hours each. The regular workday of full-time employees shall not commence earlier than 7:00 a.m. nor end later than 5:00 p.m., Monday through Friday. Employees will receive a one-half (½) hour unpaid meal break each working day and one (1) ten (10) minute rest break during each four (4) hours of work. Said breaks shall be taken at such times as determined by the department heads or their designee.

The regular hours of employment for the Engineering Technician shall be considered full-time at thirty-five (35) hours per week divided equally over five (5) days of seven (7) continuous hours each. For the purposes of this position where contractual language in this Article refers to forty (40) hours, it shall be interpreted to mean thirty-five (35) hours. For the Engineering Technician, any hours over thirty-five (35) hours per week should be paid at the appropriate overtime rate.

**6.1(a)** The Town shall notify the Union when it significantly changes agency operating hours and/or establishes significantly different work schedules. Upon request of the Union, the Town shall negotiate with the Union over the impact of such changes on the employees.

**6.1(b)** Employees shall receive three (3) weeks' written notice of any change in previously scheduled hours or work weeks, except emergencies.

**6.1(c)** Upon request of an employee and by mutual agreement between the employee and the appropriate department head, and with the concurrence of the Union, the employee's work schedule may be rearranged to accommodate special needs.

**6.1(d)** When it becomes necessary to involuntarily change an individual employee's work schedule, the Town shall select on the basis of inverse seniority within job classification.

**6.2** The regular hours of employment for part-time employees shall be as determined by the department heads.

**6.3** The Town shall determine when overtime shall be worked. For all hours worked in excess of forty (40) hours in a payroll week or eight (8) hours in any one day, full-time employees shall be paid at a rate of time and one-half his/her normal hourly rate of pay, provided that no employee shall be entitled to overtime after eight (8) hours in any one day until the employee has been in a paid status for forty (40) hours in a payroll week. Part-time employees shall not receive overtime pay unless their hours of work shall exceed forty (40) in a payroll week.

**6.4** An employee shall be paid at the rate of twice his/her normal rate of pay for all overtime hours worked on Sundays and for hours worked on holidays, as specified in this Agreement, in addition to holiday pay, provided that the employee has been in a paid status for forty (40) hours in the payroll week. This provision shall not apply to part-time employees.

**6.5(a)** A full-time employee who is called back to work outside his/her normal working hours for unscheduled overtime (notice given after 3:30 p.m. prior to the overtime shall be considered unscheduled) and reports to work shall be paid a minimum of three (3) hours pay at the appropriate overtime rate. An employee who is called into work shall be paid from the time he/she punches in, plus an additional thirty (30) minutes at the appropriate rate of pay, in lieu of compensation under Section 31-76b of the State Statutes.

**6.5(b)** The three (3) hour minimum provision shall not apply when the regular work day is extended before its start (i.e., the employee remains at work from the time he/she is called back in to the regular work day) or for any hours added at the end of the regular work day.



**6.6(a)** Employees on overtime shall receive a ten (10) minute rest break during each four (4) hours of work and employees on unplanned overtime shall receive paid meal breaks not to exceed thirty (30) minutes, as reasonably determined by the department head or his/her designee in accordance with the schedule established in Article 17.

**6.6(b)** If, after working the day shift, an employee works continuously from prior to 7:00 p.m. until 7:00 a.m., then the employee will be given a thirty (30) minute break between 11:00 p.m. and 1:00 a.m. and a forty (40) minute break between 3:00 a.m. and 5:00 a.m. The exact time and schedule of these breaks will be determined by the Town. These breaks are in lieu of any ten (10) minute breaks to which the employees have been entitled between 4:00 p.m. and 7:00 a.m.

**6.6(c)** If an emergency condition continues beyond 7:00 a.m. of the second day, an employee who has worked since prior to 7:00 p.m. of the previous day, will be given a thirty (30) minute break at approximately five-hour intervals during the second day. These breaks are in lieu of any ten (10) minute breaks to which the employees have been entitled between 7:00 a.m. - 4:00 p.m. The exact time and schedule of these thirty (30) minute breaks will be determined by the Town.

**6.6(d)** The Town, in its sole discretion, may extend any of the rest breaks described in this paragraph, if conditions so warrant.

**6.6(e)** If an employee has worked more than 12 hours for a snow emergency and the time of day is between 7:00 a.m. and 3:30 p.m., the Town department head or his/her designee may send all employees home with pay if workers are no longer needed for the snow emergency. If employees are needed that same day during regular business hours (7:00 a.m. to 3:30 p.m.) because of an emergency, then employees will be called back in reverse order of seniority on a rotating basis among the qualified employees. Employees who are called back under these circumstances shall receive no additional pay for the hours worked on the call back between 7:00 a.m. and 3:30 p.m. and shall receive only normal overtime pay for any hours worked after 3:30 p.m. If employees are called back to work after 3:30 p.m. that day, then they will be subject to normal overtime and callback procedures.

**6.7(a)** Employees assigned to emergency winter snow plowing, sanding and other related operations shall be available in a condition to work during periods in which bad weather is forecast during the period from December 1 through March 31. Refusal to report to work or inability to perform work during such operations shall be grounds for disciplinary action. This provision shall not apply to verified illness, personal emergency or approved vacation in accordance with Article VIII. Employees must provide the appropriate department head or his designee with telephone numbers where they can be reached at all times to return to work. Employees must be able to report to work within a reasonable period of time. All employees reporting to work will be compensated at the

appropriate rate of pay plus an additional thirty (30) minutes at the same rate in lieu of compensation under Section 31-76b of the State Statutes.

Employees shall be available at other times for emergency assignments, and be in a condition to work, when they have been provided with advance notice by the Town of the potential need for their services.

**6.7(b)** Employees put on call (standby) by the Town for potential emergencies, other than during the period listed in 6.7(a), shall:

Be available in condition to work during such standby period. Employees must report to work when called. Refusal to report to work or inability to perform work during such operations shall be grounds for disciplinary action; this provision shall not apply to verified illness, personal emergency or approved vacation in accordance with Article VIII. Employees must provide the appropriate department head or his designee with telephone numbers where they can be reached at all times to return to work.

Effective July 1, 2008, in consideration of the above, such employees shall be paid thirty-five dollars (\$35.00) a day or part thereof, in addition to any overtime pay, if they are in an on-call status for an emergency, other than during the time period listed in 6.7(a). For purposes of this section, an employee may only be eligible for one payment of \$35.00 during a day.

This payment shall not be used when determining the employee's overtime rate of pay.

For the purposes of this section, the period of standby shall be the period beginning at the point in time when the employee is informed of the standby status, or, if he is notified during normal working hours, beginning at the end of the normal work shift until 7:00 a.m. of the following day, each subsequent day shall be a 24 hour period. The standby period shall end at a time predesignated by the department head or his designee, or when the employee is contacted by his supervisor and advised the stand-by is over.

Employees assigned to scheduled overtime shall not be eligible for stand-by premium for the said scheduled overtime.

**6.7(c)** All employees must maintain an operating phone at all times in order for the employer to contact said employee to respond to unforeseen emergencies. Employees will generally be offered such anticipated emergency call-in overtime in accordance with the overtime assignment system presently in use.

Employees may be ordered in to work after an attempt has been made to contact all other qualified employees to determine if any employee is interested in performing the work. Employees must report to work if so directed, except for verified illness, personal emergency or an approved vacation in accordance with Article VIII. Employees shall be ordered in to work in reverse order of seniority.

Effective July 1, 2008, if employees are ordered in to work, they shall receive the thirty five dollars (\$35.00) per day premium as if they had been placed on standby status commencing at the time they were ordered to work. This payment shall not be used when determining the employee's overtime rate of pay.

Employees assigned to scheduled overtime shall not be eligible for stand-by premium for the said scheduled overtime.

For the purpose of this section, a day shall be considered a twenty-four (24) hour period beginning at the point in time when the employee is called in to work. Each subsequent day shall be measured on the same basis.

**6.8(a)** Subject to the provisions of Section 6.7, the Town shall strive to equalize the distribution of overtime in each classification among those qualified to do the work. To be eligible for overtime in supervising the solid waste transfer station, an employee must hold the appropriate license and/or certification and have had experience performing the duties.

**6.8(b)** The recording and posting of overtime balances shall be used by the Town to assist in equalizing the distribution of overtime. Overtime will be updated on a bi-weekly basis in each department showing the overtime for each employee worked or refused.

**6.9** Full-time bargaining unit employees shall be offered overtime work prior to overtime work being offered to any part-time or seasonal employee. In the event no bargaining unit employee is eligible and available to do the overtime work, the Town shall make such arrangements as it believes appropriate to get the overtime work done. In the absence of volunteers the Town may require employees to work overtime. In such situations employees shall be assigned mandatory overtime on a rotational basis within the affected classification(s) in inverse order of seniority.

**6.10** Except in emergencies and any other unplanned situations, the Town shall notify employees of planned overtime the day before the overtime work is scheduled.

**6.11( a)** Employees that meet the described criteria below will receive an additional \$1.40 per hour:

1. Supervise at least two other persons:
2. Is responsible for the completion of an assigned task of one half ( $\frac{1}{2}$ ) day or more;
3. Is specifically appointed in advance.

Employees may elect not to assume leadership responsibility, however, if all employees refuse, the junior qualified employee will be appointed.

The employee will be assigned by a Supervisor in writing prior to the start of the job.

**6.11( b)** Employees temporarily assigned to a higher pay grade shall receive the wages appropriate to the higher pay grade at the employee's current step provided they work in the pay grade for a minimum of one-half (1/2) working day and they are specifically appointed in writing prior to the assignment.

Employees may elect not to assume the assignment to the higher classification. However, if all employees refuse the assignment, the junior qualified employee will be appointed.

**6.12** The opportunity to qualify for the premiums shall be by seniority except once an individual qualifies for a premium he shall keep it as long as he is qualified. Employees currently receiving premiums shall continue to receive them until separation from Town service. Employees not currently receiving premiums shall be paid an hourly premium to operate equipment but only when actively operating said pieces of equipment for a minimum of half the work day, generally four (4) hours or more. Employees should be paid the premium for the actual number of hours the employee operate the equipment once they have met the half day threshold.

Training shall be in accordance with the agreed upon program.

There will be one (1) certified welding position established in the highway department and one (1) certified welding position for Grounds Keepers. The employee will have a premium of \$.50 per hour added to his/her base rate of pay. Eligibility will be from the maintainers and mechanics and grounds keepers and requires achievement of certification.

The Town will train maintainers, operators and groundskeepers as required to operate tractors, mowers, rollers, vactor, sewer jet, sweeper, dozer, excavator, skid steer and backhoe. Employees will receive a per hour premium only during the periods of at least one half of their scheduled work day that they are operating the equipment, in accordance with the following premium schedule:

Loader	\$ .15 per hour
Backhoe	\$ .25 per hour
Dozer	\$ .25 per hour
Excavator	\$ .25 per hour
Sweeper	\$ .25 per hour

Crew Leaders who supervise a Capital milling/paving project for a minimum of four (4) hours per day will receive a \$1.50/hour supervisory premium. This premium does not increase in the event of overtime.

### **6.13**

A. An employee on light duty status shall be canvassed for all overtime assignments that are within his/her restrictions in accordance with his/her standing on the overtime list.

B. Any employee who is unable to work, excluding vacation, for a period of thirty (30) days or longer, upon his/her return to full duty will have his/her overtime equalized to the lowest employee in the classification. If the employee has the lowest number of overtime hours, he/she shall be equalized to the next highest employee. If the employee has a greater number of hours than the lowest full duty employee he/she shall retain his/her ranking.

### **6.14 Waste Water Treatment Plant**

1. The Town intends to create opportunities for any WWTO II to become a WWTO III upon receiving Class 3 status. This will be a PW-5 classification, but also will be limited in its supervisory responsibility and included on rotation for off-hour overtime work.

2. The on call operator shall be provided with a Town vehicle for take home during emergency conditions, as determined by the Superintendent or his designee.

3. The Town will provide the IRS allowable mileage for qualified operators to use their personal vehicles when the operator is responding to any other call-in.

4. A weekly scheduled rotation of all qualified operators at the Cheshire Waste Water Treatment Plant will be in effect whereby two operators will be scheduled each week to be responsible for carrying a pager and responding to call-ins during off-work hours. Every effort will be made to avoid the regular scheduling of operators on successive weekends for regular weekend assignments or call-in duty.

5. In the event of multiple call-ins during the same off-work period, the operators will be compensated in accordance with the contract language: that is, a minimum of three (3) hours of appropriate overtime rate and one half (1/2) hour travel time for the first call. Any subsequent call-ins during the same off-work period, operators will be compensated at a minimum of one and one half (1-1/2) hours at the appropriate overtime rate and one half (1/2) hour travel time.

6. Off-work periods of time for the purpose of call-in compensation shall be from the end of the regular shift (3:30PM) to the start of the next regular shift (7:00AM), Mondays through Fridays. Employees called-in from 3:30 PM through 5:59 AM Mondays through Fridays shall receive three (3) hours at the appropriate overtime rate

and one half (1/2) hour travel time. Call-in from 6:00 AM through 7:00 AM Mondays through Fridays shall be paid at time and one half and in addition one-half hour travel time. On Saturdays and Sundays, the off-work periods of time will be from 7:00 AM until 7:00 AM of the following day.

7. The Town will compensate operators scheduled call-in responsibilities or operators substituting for operators assigned this responsibility at a rate of \$20 per day Monday through Friday and \$ 30 on Saturday, Sunday and holidays except \$ 40 will be paid for the following holidays for these responsibilities, Thanksgiving Day, Day After Thanksgiving, Christmas Day and New Year's Day.

8. The schedule designed will continue to permit flexibility for planned, regular vacation and leave time to best accommodate operators.

9. Call-ins with three (3) hours of the first call shall be considered the same call for the purpose of compensation and provide no additional compensation except for one half (1/2) hour travel time.

## **ARTICLE VII HOLIDAYS**

**7.1** The following holidays for permanent full-time and part-time employees shall be granted with pay:

- |     |   |   |
|-----|---|---|
| (a) | New Year's Day<br>Martin Luther King Day<br>Lincoln's Birthday<br>Washington's Birthday<br>Good Friday<br>Memorial Day<br>Independence Day                              | Labor Day<br>Columbus Day<br>Veterans' Day<br>Thanksgiving Day<br>Day after Thanksgiving<br>Christmas Day |
| (b) | When Christmas Day falls on a Thursday, then the following day shall be a holiday and when Christmas Day falls on a Tuesday, then the preceding day shall be a holiday. |   |

**7.2** When any of the above holidays fall on a Saturday, the holiday will be observed on the preceding Friday. When any of the above holidays fall on a Sunday, the holiday will be observed on the following Monday.

**7.3(a)** An employee who performs work on holidays shall be paid at two (2) times his/her regular rate of pay for hours worked on holidays, provided that the employee shall have been in a paid status for forty (40) hours during the payroll week in which the holiday occurs, in addition to the amount to which he/she is entitled as holiday pay.

**7.3(b)** If an employee is called back or scheduled to work on either the actual or observed day (inclusive of Saturday and Sunday) for the following three (3) holidays: Christmas, New Year's Day and July 4th, they shall be compensated at two (2) times their regular rate in addition to any holiday pay they are entitled to.

**7.4** If a holiday should fall on an employee's scheduled day off or vacation day, the employee will be granted equal time off.

**7.5** In order to receive pay for a holiday, an employee must be in a work or paid leave status on his/her scheduled work day immediately preceding and following the holiday.

**7.6** Part-time employees whose normal work week is twenty (20) hours or more shall be paid according to the number of hours they would be scheduled to work on the day observed as the holiday.

## **ARTICLE VIII** **VACATION**

**8.1** Permanent full-time employees, except as noted below, shall be granted a leave with pay for the purpose of taking a vacation. No employee, however, shall be eligible for a vacation unless the employee has attained the status of a permanent employee by satisfactorily completing the probationary period. The vacation year for each employee shall commence on his or her anniversary date of employment. Vacation leave is based on length of service and is accrued or earned on a monthly basis as follows:

<u>Length of</u> <u>Continuous Service</u>	<u>Vacation Leave</u> <u>Earned Per Year</u>
1 year but less than 5 years	10 days (2 weeks)
5 years but less than 10 years	15 days (3 weeks)
10 years but less than 15 years	20 days (4 weeks)
15 years or more	1 additional day per year of service to a maximum of additional 5 days

**8.2** Part-time employees shall earn vacation leave in proportion to their normal workweek as averaged over the preceding fifty-two (52) weeks in accordance with the schedule in 8.1 above.

**8.3** An employee may take earned vacation leave during the employee's vacation year with proper authorization except that no employee may take more than two (2) weeks at a time without the written approval of the department head and Town Manager. The minimum vacation leave shall be one-half (½) of the employee's normal work day. A maximum of ten (10) days of earned vacation leave may be carried over to the next vacation year with the approval of the Town Manager, except that employees hired prior to July 1, 1990 may carry over a maximum of twenty (20) days of earned vacation leave into the next vacation year with the approval of the Town Manager. Employees who have

been allowed to carry over vacation time earned should use it up no later than June 30, 2014. If an employee wishes to be paid prior to taking vacation leave, he/she shall notify the department head at least ten (10) days in advance of the last pay period prior to going on vacation. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation except upon termination.

Vacation day for purposes of this Article is defined as commencing at the end of an employees regular shift preceding the day of vacation and ending at the commencement of the employees regular shift immediately following the day of vacation.

**8.4** Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees, except that if an employee is rehired within two (2) years of his/her termination date, then he/she shall receive credit for prior service for the purpose of computing vacation leave.

**8.5** An employee who is transferred between departments shall retain all accrued vacation credit and shall accrue vacation in accordance with Section 8.1 above.

**8.6** No employee may take vacation leave beyond the amount earned except in the most unusual cases.

Requests for advance vacation must be submitted by the department head to the Town Manager in writing, and no advanced vacation shall be approved without a written agreement signed by the employee that he/she will reimburse the Town if he/she leaves the Town service before, earning the vacation credit taken.

Request for single vacation days must be submitted to the department head or his/her designee not later than 24 hours (1 day) prior to the requested single vacation day.

**8.7(a)** The department head will determine the annual vacation schedule, taking into consideration the particular needs of the department and the desire of the employee. Employees who wish to reserve vacation leave during the period from June 15 to September 15, must submit their requests in writing to their department head by not later than April 1 of each year. A conflict in scheduling vacation leave among several employees within the same classification will be resolved by the department head on the basis of seniority. Requests for vacation leave submitted after April 1 for the period from June 15 to September 15 will be honored if possible.

**8.7(b)** Employees assigned to snow plowing, sanding or other related operations who wish to reserve a seven calendar day vacation leave during the period of December 1 through March 31 must submit their request in writing to their department head not later than November 10 of each year and designate which weekend will be part of the seven days. Vacation leave may only be granted to one individual at a time for a period of seven calendar days; and if conflicts arise selection shall be made by seniority.



Only four bargaining unit employees may be permitted to take such seven (7) day vacation leave during the period of December 1 through March 31. The Town reserves the right to grant more than four bargaining unit employees vacation leave during the term of the Agreement.

**8.7(c)** During the period, December 1 through March 31, other employees assigned to winter storm duty shall be entitled to take one (1) day of reserved vacation or holiday which may be combined with a weekend for a three (3) day reserved leave. Request for such reserved vacation shall be submitted at least seven (7) days in advance and should the vacation day fall on a Monday or Friday, the employee shall advise his/her supervisor if it is his/her intent to combine it with the weekend. Only two (2) bargaining unit employees assigned to winter storm duties may be on reserved vacation (either a seven (7) day leave, a three (3) day leave or a one (1) day leave) at the same time. Employees shall not be subject to call-in while on reserved vacation leave including either a Saturday and/or Sunday if combined with a vacation day on Friday or Monday. Reserved vacation shall be approved on a first come, first serve basis, except that where two employees submit a request on the same day for the same leave day(s), the more senior employee will be entitled to the reserved vacation leave. This provision shall not preclude the Town from approving individual non-reserved vacation days with the restriction that the employee shall be available and subject to call-in to perform winter storm duties or any unforeseen emergency that might arise. The Town reserves the right to cancel one (1) or three (3) day reserved vacation leaves for good cause (e.g. 3 or more division absences for any reason, excluding the employee who is being recalled).

**8.8(a)** Employees who are eligible for vacation and whose employment is terminated shall be paid an amount equal to all accumulated vacation pay earned but not taken to exceed the number of vacation days earned annually plus ten (10) days carried over. However, employees hired prior to July 1, 1990 shall be paid an amount equal to all accumulated vacation pay earned but not to exceed the number of vacation days earned annually plus twenty (20) days carried over. An employee may exchange twenty-five (25) days for one year of additional credited service in the pension formula for the days exchanged. Partial exchanges or partial service credits shall not be permitted.

**8.8(b)** An employee who has received vacation pay or taken a vacation which, upon termination of employment, has not been accrued, will have the amount of the unearned vacation pay previously received deducted from the final pay due the employee.

**8.9** Upon the death of an employee who is eligible for vacation, payment shall be made to the beneficiary (as designated on the Life Insurance beneficiary form), if none, then to the estate of the deceased employee, in an amount equal to the vacation earned but not used.

**8.10** Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the Town Manager.

**8.11** An employee will not be charged a day of vacation if, while on vacation, a designated holiday occurs which falls in the employee's regular work week.

**8.12** An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless that illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with his/her department head.

**8.13** Accumulation of vacation balance will be included on the employee's bi-weekly payroll check.

**8.14** The Town will make a reasonable effort to contact all other qualified members of the division before requesting an employee to return to work, who is on vacation. The supervisor will maintain a log of the persons called and the time they are called. A copy of the log will be available to the Union to inspect upon reasonable notice to the Town.

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

**9.1** Employees shall be eligible for sick leave with pay which shall be accrued at a rate of one and one-quarter (1-1/4) days per month (15 days per year) to a maximum accumulation of one hundred and sixty-five (165) days. For the purpose of cashout, the maximum accumulation is one hundred and fifty (150) days.

**9.2** Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but rather shall be used only for the following purposes:

- a. Personal illness, physical incapacity or non-compensable bodily injury or disease.
- b. Enforced quarantine in accordance with public health regulations.
- c. To meet medical and dental appointments, when an employee has made reasonable efforts to secure an appointment outside his/her normal working hours and provided the department head is notified at least one (1) day in advance of the day in which the absence occurs. If an employee has a medical appointment of less than two (2) hours duration at the beginning or end of his/her shift, he/she may, at his/her option, take this as unpaid time.

Sick leave shall be charged in increments of a minimum of one (1) hour. An employee may charge up to twelve (12) hours of sick leave in one (1) hour increments to cover medical appointments during the beginning or end of his/her work day or to cover illness or incapacitation during the work day which necessitates leaving work early. No more than eight (8) hours out of the above twelve (12) hours

may be used to cover illness or incapacitation at work, per year. Use of sick leave to cover medical appointments shall not effect sick leave bonus.

- d. A maximum of five (5) days per year may be used in the event of serious illness or physical incapacitation involving a member of the employee's immediate family which is defined here as spouse, parent, child, sister, brother, guardian, foster parent, foster child, mother-in-law, father-in-law, grandchild or a relative living in the employee's household; and for the purpose of attendance and care of a spouse and/or child during pregnancy and childbirth. Employees may only use this benefit to actually care for the aforementioned family members. For example: If an employee requires two (2) hours to care for an aforementioned family member, the employee will be required to work the remainder of his/her shift.

**9.3** On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor no later than the beginning of his/her scheduled work assignment, except that where a relief employee is required such report must be made at least one (1) hour prior to the beginning of his/her scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

**9.4(a)** A department head or his/her designee may require proof of illness for authorized sick leave. At the discretion of the department head or his/her designee, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absence of less than three (3) days unless required by the department head or his/her designee. For absences of three (3) days or more, proof of illness will be required.

**9.4(b)** The Town may require proof of illness in the event of continued excessive use, suspected abuse or pattern of sick leave use. In the event the Town requires proof of illness for continued excessive use, suspected abuse or pattern of sick leave use, the Town will pay the reasonable costs associated with proof of illness which are not covered by the medical insurance provided by the Town. The Town may investigate any absence for which sick leave is requested.

**9.4(c)** If it is determined that an employee has abused the provision of this Article, said employee shall be subject to disciplinary action.

**9.5** An employee who has successfully completed his/her probationary period shall receive one (1) day off with pay for each six (6) months of perfect attendance (excluding authorized leave for vacation, holidays, personal leave and bereavement) commencing with the employee's date of employment. The maximum days off which may be earned under this provision shall not exceed two (2) per calendar year. Time off earned in accordance with this provision must be taken within twelve (12) months of the date it is earned. In addition, an employee who has perfect attendance for twelve (12) consecutive

months (excluding authorized leave as stated above), shall receive a \$75.00 bank gift card.

**9.6** Accumulation of sick leave balance will be included on the employee's bi-weekly payroll check.

**9.7** Upon retirement, death or voluntary resignation, an employee shall receive credit for accumulated sick leave as follows and payment for same shall be made within thirty (30) days of the employee's retirement, death or voluntary resignation. In the event of an employee's death, the payment shall be made to the employee's beneficiary (as designated on the Life Insurance beneficiary form), or if none, to his/her estate.

<u>Years of Service</u>	<u>Percentage of Accumulated Sick Leave To Be Credited</u>
5 years but less than 10 years	15%
10 years but less than 15 years	25%
15 years or more	33%

**9.8** The Town Manager may authorize extended sick leave at 75% of the employee's regular salary in the event that an employee exhausts his/her accumulated sick leave. Any such authorization shall be based upon the employee's previous record of such leave, job performance, length of service, and medical condition. A determination by the Town Manager pursuant to this Section shall not be subject to the grievance and arbitration provisions of this Agreement. Said extended sick leave payments are an advance against future earnings, and once the employee is able to work, the employee will arrange with the Town Manager for the repayment of all monies advanced as a part of the extended sick leave, including the offset of all days covered by the extended sick leave against future accumulated and earned sick days.

**9.9** The Town will establish a sick leave bank to be used by members only for situations in which a member of the bargaining unit incurs a catastrophic illness or injury and has exhausted his/her sick leave benefits. A catastrophic illness or injury is defined for the purpose of this provision as a non-occupational injury, prolonged hospitalization, medically certified mental illness or incapacity or terminal illness that has disabled the member from the performance of his/her employment duties. Bargaining unit members may voluntarily donate up to three (3) sick days per year from their own accumulated sick leave for use by the sick employee. If a member has reached their maximum, allowable sick leave that member may voluntarily donate up to ten (10) days from sick leave accrual. A member who believes that he/she has suffered catastrophic illness or injury and has exhausted his/her sick leave benefits may apply to the Town Manager through the Union President or designee for sick days from the sick leave bank. If the Town Manager and Union President agree that a member is eligible as a result of a catastrophic illness or injury, then the member will be permitted to be advanced such sick days as are available in the sick leave bank.

## **ARTICLE X**

### **PERSONAL LEAVE**

**10.1** An employee who has completed his/her probationary period but has less than one (1) year of service may take a maximum of one (1) day per year as personal leave. An employee who has more than one (1) year of service may take a maximum of two (2) days per year as personal leave. Request for personal leave shall be made to the department head or his/her designee not later than 12:30 p.m. on the work day prior to the requested personal leave. The Town reserves the right to grant personal leave with less time than the required notice. Such leave may be taken for any good and sufficient personal reason at such time as the department head or his/her designee shall agree to.

## **ARTICLE XI**

### **INJURY LEAVE**

**11.1** Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties for the Town. Employees of the Town are covered by workers' compensation insurance and are paid stated amounts due to injuries sustained on the job. The Town, in case of injury leave, shall supplement the payment of the insurance company so that the employee will receive full net pay during his/her absence, for a period not to exceed nine (9) months. In the case of injuries causing temporary disability and for absences of three (3) days or less, the Town shall pay the employee's regular salary for such period since payments are not made under the workers' compensation insurance for such accidents. In the event an employee does not return to work after nine (9) months on injury leave, supplemental payments may be continued for a period not to exceed an additional six (6) months, at the discretion of the Town Manager.

**11.2** All payments on injury leave shall be made subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident shall have been due to intoxication or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

**11.3** After an employee has been out of work in excess of fifty-two (52) weeks on injury leave, he/she will no longer accrue vacation leave, sick leave or holidays.

## **ARTICLE XII**

### **BEREAVEMENT LEAVE**

**12.1** An employee shall be granted bereavement leave of five (5) days with pay for the death of a spouse, child, or parent. An employee shall be granted bereavement leave of three (3) days with pay when death occurs in the employee's immediate family which is defined here to include: grandchild, mother-in-law, father-in-law, sister, brother, grandparent, brother-in-law; sister-in-law, or relatives living in the employee's

household. A leave of one (1) day with pay shall be granted upon the death of an aunt, uncle, niece, or nephew. The Town Manager may increase such leave for good and sufficient reason up to two (2) days. The intent of this leave is to attend services and to attend to the affairs of the deceased.

### **ARTICLE XIII**

#### **JURY DUTY**

**13.1** An employee shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary which will, together with the jury pay, equal his/her total salary for the same pay period. The employee shall notify his/her department head or his/her designee of the scheduled jury duty in advance.

### **ARTICLE XIV**

#### **FAMILY LEAVE**

#### **14.**

##### **A. Eligible Employees**

1. Employees who have worked for the Town for over one year and
2. Are full-time employees; or
3. Part-time employees who average 24 hours per week/per year.

##### **B. Reasons for Leave**

1. Birth of Child
2. Adoption of Child
3. Placement of Foster Child
4. To care for sick children, spouse, parent or self, who have a serious medical condition certified by a physician.

##### **C. Employee Rights**

1. Unpaid/paid leave for 12 weeks in any 12 month period taken all at once or taken intermittently as needed (12 month period starts on first day of family leave).
2. Health benefits will be maintained for employee during the 12 week family leave of absence. Health benefits will equal what all full time employees receive or have to contribute towards.

3. Employees will decrease the amount of unpaid family leave by using all (except 5 days of sick and 5 vacation days if so desired) sick, vacation, personal, perfect attendance leave accumulated to date. The use of paid leave will not extend the leave past 12 weeks, unless approved by the Town Manager for special circumstances.
4. Employees will not accrue additional vacation or sick leave during unpaid family leave, unless their leave is less than 30 days.
5. When an employee returns from family leave he/she shall be reinstated to his/her old job or its equivalent and retain the same status, rights and benefits prior to taking such leave. Employees shall not lose seniority as a result of family leave.
6. If an employee does not return to work for reasons other than personal health he/she will be required to reimburse the Town for the cost of the health insurance premiums paid while he/she was on family leave.

#### **D. Employee Responsibilities**

1. Employees will be required to obtain a physicians certification of the existence of a serious medical condition. Second and third opinions may be sought at employer's expense. The third opinion shall be binding on both parties.
2. Employees generally must give the Town at least 30 days notice of intention to take leave when the precipitating event is foreseeable such as a birth, adoption or planned medical treatment. If 30 days is not possible, as much notice in advance should be given as possible.

#### **E. Expiration of Family Leave**

1. Employees shall keep the Town Manager's office informed of expected return date if less than 12 weeks.
2. Failure on the part of an employee on family leave to report promptly on the date of expected return or expiration of 12 weeks may be cause for dismissal.
3. Employees shall advise the Town Manager's office of date of return, two weeks prior to the date of their return. Employees shall advise the Town Manager's office of any status change related to their family leave.

**ARTICLE XV**  
**ABSENCE WITHOUT LEAVE**

**15.1** An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed an absence without leave. Any such absence shall be without pay and the employee may be subject to disciplinary action.

**ARTICLE XVI**  
**POSITION CLASSIFICATION AND WAGES**

**16.1 (a)**

The parties agree to a four year contract (July 1, 2016 to June 30, 2020) with the following wage increases:

Effective and retroactive to July 1, 2016, the wages in effect on June 30, 2016 shall be increased by two and four tenths (2.4%) percent.

Effective July 1, 2017, the wages in effect on June 30, 2017 shall be increased by two and four tenths (2.4%) percent.

Effective July 1, 2018, all wage rates in effect on June 30, 2018 shall be increased by two and four tenths (2.4%) percent.

Effective July 1, 2019, all wages in effect on June 30, 2019 shall be increased by two and four tenths (2.4%) per cent.

The following positions are included in the bargaining unit and classified as indicated below:

<b>JOB GRADE</b>	<b><u>POSITION</u></b>	<b><u>DATE</u></b>	<b><u>STEPS</u></b>		
			<b>1</b>	<b>2</b>	<b>3</b>
<b>PW-1</b>	<b>Custodian</b>	<b>7/1/16</b>	<b>\$20.62</b>	<b>\$21.06</b>	<b>\$21.63</b>
	<b>Laborer</b>	<b>7/1/17</b>	<b>\$21.12</b>	<b>\$21.57</b>	<b>\$22.15</b>
	<b>Transfer Station-</b>	<b>7/1/18</b>	<b>\$21.62</b>	<b>\$22.09</b>	<b>\$22.68</b>
	<b>Gate Attendant</b>	<b>7/1/19</b>	<b>\$22.14</b>	<b>\$22.62</b>	<b>\$23.22</b>
<b>PW-2</b>	<b>Mechanic's</b>	<b>7/1/16</b>	<b>\$21.46</b>	<b>\$22.08</b>	<b>\$22.57</b>
	<b>Helper</b>	<b>7/1/17</b>	<b>\$21.98</b>	<b>\$22.61</b>	<b>\$23.11</b>
		<b>7/1/18</b>	<b>\$22.51</b>	<b>\$23.15</b>	<b>\$23.67</b>
		<b>7/1/19</b>	<b>\$23.05</b>	<b>\$23.71</b>	<b>\$24.24</b>



<b>PW-3</b>	<b>Building</b>	<b>7/1/16</b>	<b>\$27.73</b>	<b>\$28.43</b>	<b>\$29.33</b>
	<b>Maintainer</b>	<b>7/1/17</b>	<b>\$28.40</b>	<b>\$29.11</b>	<b>\$30.03</b>
	<b>Groundskeeper</b>	<b>7/1/18</b>	<b>\$29.08</b>	<b>\$29.81</b>	<b>\$30.75</b>
	<b>Maintainer</b>	<b>7/1/19</b>	<b>\$29.77</b>	<b>\$30.52</b>	<b>\$31.49</b>
	<b>W.W.T.O.I Facility Technician</b>				
<b>PW-4</b>	<b>Mechanic I</b>	<b>7/1/16</b>	<b>\$29.71</b>	<b>\$30.46</b>	<b>\$31.18</b>
	<b>Electrician</b>	<b>7/1/17</b>	<b>\$30.42</b>	<b>\$31.20</b>	<b>\$31.93</b>
	<b>W.W.T.O. II</b>	<b>7/1/18</b>	<b>\$31.15</b>	<b>\$31.94</b>	<b>\$32.70</b>
		<b>7/1/19</b>	<b>\$31.90</b>	<b>\$32.71</b>	<b>\$33.48</b>
<b>PW-5</b>	<b>Crew Leader</b>	<b>7/1/16</b>	<b>\$31.67</b>	<b>\$32.47</b>	<b>\$33.23</b>
	<b>Transfer Station-</b>	<b>7/1/17</b>	<b>\$32.43</b>	<b>\$33.25</b>	<b>\$34.03</b>
	<b>Operator/Supervisor</b>	<b>7/1/18</b>	<b>\$33.21</b>	<b>\$34.05</b>	<b>\$34.84</b>
	<b>W.W. Lab. Tech</b>	<b>7/1/19</b>	<b>\$34.01</b>	<b>\$34.87</b>	<b>\$35.68</b>
	<b>W.W.T.O.III</b>				
	<b>Mechanic II</b>				
	<b>Bldg Maintenance- Crew Leader Bldg Construction- Spec</b>				
<b>PW-6</b>	<b>Sr. Mechanic</b>	<b>7/1/16</b>	<b>\$33.29</b>	<b>\$34.16</b>	<b>\$35.02</b>
	<b>Engineering Tech</b>	<b>7/1/17</b>	<b>\$34.09</b>	<b>\$34.98</b>	<b>\$35.86</b>
		<b>7/1/18</b>	<b>\$34.91</b>	<b>\$35.82</b>	<b>\$36.72</b>
		<b>7/1/19</b>	<b>\$35.75</b>	<b>\$36.68</b>	<b>\$37.60</b>
<b>PW-7</b>	<b>Fleet Manager</b>	<b>7/1/16</b>	<b>\$34.40</b>	<b>\$35.26</b>	<b>\$36.16</b>
	<b>Senior Crew Leader</b>	<b>7/1/17</b>	<b>\$35.22</b>	<b>\$36.10</b>	<b>\$37.03</b>
		<b>7/1/18</b>	<b>\$36.07</b>	<b>\$36.97</b>	<b>\$37.91</b>
		<b>7/1/19</b>	<b>\$36.93</b>	<b>\$37.86</b>	<b>\$38.82</b>

**16.1(b)** The Town reserves the right to assign work related to the Town Buildings to Maintainers and to assign work related to "Road Maintenance" to Building Maintainers. Except in the case of illness or injury, such assignments shall be short term in nature.

The position of Building Maintainer shall be posted as a separate category on the overtime list maintained in accordance with Article 6.8.

**16.2** A new employee shall normally be hired at the minimum rate of Step I for his/her position.

**16.3** An employee shall advance one step in grade on the anniversary date of his/her employment until he reaches the maximum of said job grade.

**16.4** An employee who is promoted to a position in a higher pay classification shall be placed on a step which results in the employee receiving the next higher rate of pay than in his/her previous position. A promoted employee shall advance one step in grade upon the anniversary date of his/her promotion. Any employee who transfers to another job in the same classification, who has five (5) years of service shall be placed at Step II of that classification.

**16.5** An employee who is demoted to a position in a lower classification shall continue to receive the pay rate of his/her former position as long as said pay rate is within the wage range of the lower classification. If the employee's current pay rate is higher than the maximum of the lower classification, the employee shall be paid at the maximum rate of the lower classification.

**16.6** An employee who has reached the maximum step of his/her job grade or who has three (3) or more years within the bargaining unit, shall be eligible for a performance award based upon the employee's performance over the previous twelve (12) month period.

An employee who receives an overall performance evaluation of above average (identified as "exceeds requirements" on the current evaluation form) shall receive a performance award of \$625.00.

An employee who does not achieve an evaluation of "exceeds requirements" shall not be eligible for any performance award. The evaluation shall be conducted by the employee's department head or his/her designee and shall be discussed with the employee before being implemented and shall be approved by the Town Manager. The evaluation period shall be from October 1<sup>st</sup> to September 30<sup>th</sup> of each year. Evaluations conducted pursuant to this section shall be subject only to Steps 1, 2 and 3 of the grievance procedure. Said performance evaluations shall be completed in December of each year of this Agreement. The performance award shall be paid on the last pay day before December 25<sup>th</sup>.

**16.7** Bargaining unit employees designated by the Town as having a snow and ice control or removal assignment, shall be paid a premium for working on snow and ice, control or removal, other than during the regular shift scheduled.

The premium pay shall be \$300 per month from December 1 through March 31. The monthly payment shall be made by separate check no later than the end of the following

month. This premium will be prorated in the event of any absence, other than vacation, bereavement leave, approved sick leave of less than five days, or workers' compensation absence of less than five days duration. The reduction in pay for absences shall be the percentage the numerator of which will be the number of call outs missed and the denominator will be the total number of call outs that month.

**16.8** During the absences of management personnel in the Park/Recreation Department, management may elect to promote a member of the bargaining unit to a position of Foreman, to help facilitate the workload of the department. This promotion shall be of a temporary nature, based on the qualifications of the Maintainers in the Park/Recreation Department. If an employee is promoted to this temporary position he/she shall be compensated at his/her equivalent step in the Crew Leaders classification.

**16.9** Effective January 1, 2017, all employees of the bargaining unit will be paid through direct deposit.

**16.10** For all those holding Fleet Manager and Mechanic positions, those who are ASE certified shall receive a one time bonus of \$500 and for those who achieve Master Status shall receive a one time bonus of \$500.

## **ARTICLE XVII** **MEAL ALLOWANCE**

**17.1** An employee who is called into work to perform emergency duty and is on an unscheduled overtime pay status shall receive a meal allowance as follows:

### **CALL AND PUNCH** **IN ALLOWANCE**

5:00 a.m. or earlier  
10:00 a.m. or earlier  
4:00 p.m. or earlier  
10:00 p.m. or earlier

### **PUNCH OUT**

8:00 a.m. or later  
1:00 p.m. or later  
7:00 p.m. or later  
1:00 a.m. or later

### **MEAL**

Breakfast \$5.00  
Lunch \$6.00  
Supper \$8.00  
Late Night Snack \$6.00

**17.2** Any employee who has been called into work, to perform work as stated in Section 17.1 and continues to work through their normal shift shall be entitled to receive the meal allowance as stated above for their shift. Employees will be reimbursed for such meal allowance in the following pay period.

## **ARTICLE XVIII** **UNIFORMS**

**18.1** Each employee will receive two hundred and fifty dollars (\$250) for the purchase of work shoes during each fiscal year and payable by September 30 of the fiscal year. A new employee hired in the last six (6) month period of January 1 through June 30, will receive up to a maximum of one hundred and twenty-five dollars (\$125) for the purchase

of safety work shoes payable by August 31 to be applied to the previous fiscal year. Work shoes will be required to be worn at all times in accordance with Section 18.2 irrespective of the above provisions. No new employee shall receive any payment for safety work shoes until he/she has successfully completed the required probationary period. When this Agreement becomes effective, the Town and the Union will establish a joint labor-management committee consisting of no more than four members each to make recommendations for work shoes to be provided by an outside shoe truck vendor. Commencing the fiscal year starting July 1, 2011 work shoes will be provided to employees by an outside shoe truck vendor. Thereafter, the joint committee will meet as necessary to discuss and resolve problems and issues that may arise. After June 30, 2012 and for successor agreements after the end of the first contract year, either party may reopen negotiations on the issue of work shoes by sending a written request. Negotiations shall commence within thirty (30) days of receipt of the written request.

The Town will provide uniforms for each division included under the terms and conditions of this Agreement as follows:

Each employee shall receive their shirts and sweatshirts on a yearly basis by March 31<sup>st</sup> of each year:

- a) Twelve (12) sets of uniforms (pants and shirts)  
Five (5) t-shirts or three (3) sweatshirts (other options may be made available) or;
- b) \$150 allowance for jeans in lieu of uniform pants  
Twelve (12) uniform shirts  
Five (5) t-shirts or three (3) sweatshirts (other options may be made available) or;
- c) \$150 allowance for jeans in lieu of uniform pants  
Ten (10) t-shirts or six (6) sweatshirts (other options may be made available).  
A variation or equivalent combination of t-shirts and sweatshirts will be allowed (i.e. seven (7) t-shirts and three (3) sweatshirts) or;
- d) Twelve (12) pair of uniform pants  
Ten (10) t-shirts or six (6) sweatshirts (other options may be made available).  
A variation or an equivalent combination of t-shirts and sweatshirts will be allowed (i.e. seven (7) t-shirts and three (3) sweatshirts).

All divisions will receive one (1) set of foul weather gear including a winter jacket (one for the life of the Agreement) for each employee.

Employees will be allowed to continue to wear neat and presentable jeans instead of the uniform pants. The Town shall provide a \$150.00 allowance for jeans for those who make that choice known to their department head by June 1<sup>st</sup> of each year, payable by

September 30<sup>th</sup> of each year. Effective July 1, 2010, receipts for jeans must be submitted to the Town by August 15<sup>th</sup> or the allowance will be subject to withholding as per IRS regulations.

**18.2** Employees shall wear all issued uniforms and protective gear as provided and work shoes required by their departments. Failure to wear or use same as directed shall result in disciplinary action. Any employee who cannot wear safety work shoes or safety winter boots must provide the Town with a medical excuse acceptable to the Town. The Town will reimburse any employee who cannot wear safety work shoes who has provided the Town with a medical excuse acceptable to the Town, to the same extent and under the same conditions provided in Section 18.1.

**18.3** All uniforms, protective gear and foul weather gear shall remain the property of the Town. An employee who terminates employment shall return all such property in his/her possession to the Town. Failure to comply with the provisions of this section shall result in the employee's final pay being withheld until such time as the department head or his/her designee certifies that all property has been returned to the Town.

**18.4** In the event that uniforms, protective gear and foul weather gear are lost or damaged as a result of negligence on the part of an employee, then the employee shall be responsible for the cost of repair or replacement of the damaged or lost item.

**18.5** Commencing in the contract year starting July 1, 2011, mechanics who provide original receipts will be reimbursed up to \$500 per contract year for the purchase of tools. Mechanics who commence employment between January 1 and June 30 and provide original receipts will be reimbursed up to \$250 for tools purchased during that 6-month period. Mechanics whose employment begins between July 1 and December 31 and who provide original receipts shall receive up to the full \$500 reimbursement.

**18.6** The parties agree that due to the Internal Revenue Service Public Employers Outreach Program concerning reimbursements paid to employees for fringe benefits that are covered in this Article of the Collective Bargaining Agreement employees will receive up to the maximum allowance payment at the time specified in the contract, if receipts are provided prior to the due date for payments. Exceptions to this policy may be made if an employee is out due to vacations, illness or injury, jury duty, bereavement leave or any other excused absence, such employee will then have one week to furnish the required receipts upon his/her return to work. If employees fail to provide original receipts for said purchases covered by this Article they will receive payments that will be subject to all employment taxes to be paid in the first payroll following the due dates, as required by the I.R.S. regulations.

**18.7** The Town of Cheshire will pay the cost of medical exams that are required for employees covered by this Agreement to maintain all licenses that are required to perform their work assignment when not covered by the employees insurance plan. All employees still will be required to pay the co-pay which is required by their individual

insurance plan. The Town reserves the right to send employees to a doctor assigned by the Town when the Town pays for the medical exam.

## **ARTICLE XIX**

### **TRAINING AND EDUCATION**

**19.1** The Town shall provide training for employees as it determines necessary and appropriate during normal working hours. All costs for required training shall be paid by the Town.

**19.2** The Town shall develop, continue and enforce the Employee Training and Development Program as provided for in the Town of Cheshire Personnel Rules and Regulations.

**19.3** Opportunities to participate in training programs shall be distributed equitably among bargaining unit members.

**19.4** Any full-time employee, after their probationary period, shall be eligible for educational assistance under the following rules:

1. Courses taken are applicable to the employee's position, or degree program related to an employee's position for which the employee can demonstrate that he/she has enrolled in an accredited degree program, a Vocational Technical School or Trade School.
2. Employee must have the course(s) pre-approved by the Department Head and Town Manager at the start of the semester or course in order to qualify for reimbursement.
3. Employees may be reimbursed for actual cost of courses up to \$1,600 per fiscal year. Employees will be permitted to carry over balances for courses taken from one fiscal year to another fiscal year beginning with any course approved and taken after July 1, 2003. Upon successful completion of the approved course with a Grade of "C" or better, the employee may seek reimbursement by submitting the appropriate paperwork, as required by the Town, to the Town Manager or his/her designee within thirty (30) days of receipt of the grade. The reimbursement shall be made within thirty (30) days of the Town Manager or his/her designee's approval of payment.

The employee shall be reimbursed for tuition only and not for books and supplies.

The employee shall be an active employee to request reimbursement. At the time of separation, any balances existing shall not be paid.

**19.5** The Town shall make a good-faith effort to post notices of work-related training programs conducted in Connecticut by state or federal agencies or private institutions.

Any employee wishing to participate in a work-related training program shall notify his/her department head. This provision shall not be construed to require the Town to approve any employee's request.

**19.6** For employees of the Waste Water Treatment Plant, upon completion and attainment of State Certification for any Grade/Class above their current Grade/Class, the Town will pay the successful employee a one-time bonus payment of \$1500.00.

**19.7** Union officers or their designees shall be allowed to attend official Union conferences, training sessions and seminars for the purpose of obtaining information that may enable them to better function as officials of the Union. The Union will give forty-eight (48) hours notification of such meetings to the Department Head and Personnel Director.

Union officers or their designees designated by the Union to attend such functions shall be allowed the necessary time off without loss of pay. Total days off for these functions for Union officers or their designees shall not exceed nine (9) total days in any fiscal year for all Union officers combined. Only one Union officer per department will be allowed to attend a function at one time.

## **ARTICLE XX** **INSURANCE**

**20.1** Each employee may elect to participate in the Town of Cheshire group medical and life insurance plans for the individual employee and his/her family in accordance with the terms and conditions of said plan. The Town and the employee shall share the costs of premiums in accordance with the coverage option selected by the employee.

The Town of Cheshire will provide employees the option to select and enroll the employee and eligible family members in one of the following plans:

- a. Preferred Provider Organization (PPO) Option to be eliminated on June 30, 2017
- b. Blue Care Plus Plan (HMO)
- c. Health Savings Accounts (HSAs)

The Preferred Provider Organization (PPO) Option shall be as follows:

Effective upon the ratification of this Agreement by both parties, the Preferred Provider Organization (PPO) with a \$25 per office visit co-payment; emergency room visits subject to a \$100 co-payment (waived if admitted) per visit inpatient visits subject to a \$250 per visit co-payment; outpatient visits subject to a \$250 per visit co-payment; urgent care visits subject to a \$75 per visit co-payment and specialist visits subject to a \$30 per office visit co-payment with a three tier prescription drug coverage with prescription co-

pays of \$ \$10, \$30 and \$35 and 14% of the premium. In the year beginning July 1, 2014, the premium share will be 15%.

#### The Blue Care Plus Plan (HMO):

The Blue Care Plus Plan (HMO) with a \$25 per visit co-payment and \$35 per visit effective July 1, 2017; emergency room visits subject to a \$100 co-payment (waived if admitted) per visit; inpatient visits subject to a \$500 per visit co-payment; outpatient visits subject to a \$250 per visit co-payment; urgent care visits subject to a \$75 per visit co-payment; specialist visits subject to a \$30 per office co-payment and \$45 per visit co-payment effective July 1, 2017 with three tier prescription drug coverage with prescription co-pays of \$10, \$30 and \$35 and \$15, \$35 and \$40 effective July 1, 2017 and 13% share of the premium effective January 1, 2017; 14% share of the premium effective July 1, 2017; 15% share of the premium effective July 1, 2018 and 16% share of the premium effective July 1, 2019 .

#### The Health Savings Account (HSA):

The Town will offer alternate coverage through a Health Savings Accounts (HSAs) which shall be in lieu of the PPO or HMO offering above. Such plan shall have the following deductibles and co-insurance:

- \$1,750 individual; \$3,500 for two person or family coverage effective January 1, 2017 and \$2000/\$4000 effective January 1, 2020;
- 0% in network co-insurance;
- 20% co-insurance out-of-network
- Out of pocket maximums: \$1,500 individual or \$6,000 two person or family coverage; out of network only.
- Prescription coverage managed by Anthem with a three tier prescription drug coverage with co-pays of \$5, \$10 and \$15 after deductible is reached.

The Town will contribute into an account each year for each employee selecting the HSA plan \$1,000 for single coverage and \$2,000 for two-person or family coverage.

Employees selecting the HSA shall contribute towards the cost of the insurance as follows: 6.5% of the premium effective January 1, 2017; 7.5% of the premium effective January 1, 2018; 8% of the premium effective January 1, 2019; and 9% of the premium effective January 1, 2020.

Upon ratification of the CBA, there will be an opportunity for employees to enroll in the HSA plan. However, seed money provided by the Town will be prorated.

A general summary of these options has been attached hereto as Appendix A for illustrative purposes only,



Each employee may elect to participate in the Blue Cross/Blue Shield co-pay dental plan with Dental Rider A or an equivalent plan for the individual employee and his/her family.

**20.2** The Town shall set up an IRC Section 125 plan for employees to pay for their medical insurance contributions.

**20.3** Employees shall be covered for life insurance with an accidental death and dismemberment rider, in an amount equal to the following schedule:

Less than 5 years service	\$20,000
5 years but less than 10 years	\$25,000
10 years but less than 20 years	\$30,000
20 years or more	\$35,000

**20.4** Any employee may elect to waive all Blue Cross/Blue Shield or alternative coverages and major medical and in lieu thereof, effective July 1, 2017, receive a yearly sum of \$800 for single coverage, \$1,200 for employees plus 1 coverage and \$1650 for family coverage for their non-participation, to be paid in two payments of \$400 each, \$600 each and \$825 each. Payment will be made within 30 days of the completion of each six consecutive months of non-participation. Employees who elect to make such a waiver shall notify the Town in writing by June 15 or December 15 of any year of this Agreement that he/she is canceling his/her participation in the insurance plans, and the participation and coverages of his/her dependents in the insurance plans. The Town agrees to allow any employee who has waived his/her coverages in the insurance plans, the option of renewed participation in the group medical insurance program, subject to the terms and conditions of the insurance carrier. However, any employee requesting to renew participation must notify the Town in writing by June 15 or December 15 of the year in which renewed participation is requested.

Effective with the signing of the agreement, no new hires will be eligible for a waiver.

Effective June 30, 2020, the waiver ceases.

**20.5** Part-time employees, employed on or after July 1, 1982, shall be eligible for participation in the various plans upon appointment in accordance with the terms and conditions of said plans. The payment of premiums shall be as follows:

<u>WORK WEEK</u>	<u>TOWN PAYS</u>	<u>EMPLOYEE PAYS</u>
30 or more hours per week	100%*	0%
25-29 hours per week	75%	25%
20-24 hours per week	50%	50%

\*Less employee contribution as stated in Section 20.1.

**20.6** For all insurance plans, except the Blue Cross PPO plan, the Town reserves the right to change the plan and the insurance carriers and/or to self-fund the insurance coverages. In the event the Town identifies a substantially equivalent plan to the Blue Cross PPO Plan, the parties will meet to discuss changing the PPO provider.

**20.7** The Town reserves the right to change insurance carriers and or to self fund all insurance coverage with the following exceptions: the Blue Cross Blue Shield Preferred Provider (PPO) shall be the exception to the Town's rights. The Town agrees to consult with the Union sixty (60) days prior to any changes in insurance coverages. In the event the Town changes insurance carriers and or self funds insurance coverages, the resulting change will result in the benefits and health and medical services being equal to or better than the existing benefits and health and medical services.

**20.8** The Town of Cheshire will provide each employee who schedules and participates in a screening for cancer with an additional four (4) hours of leave time exclusive of other available leave time to obtain a screening test for cancer on a yearly basis.

The four (4) hours allowed shall not be charged to any existing leave time balances and should be recorded on the employee's time sheet as being for the prevention and detection initiative.

**20.9** Upon presentation of a membership enrollment and proof of payment at a private health club establishment, the Town will reimburse up to \$200 per fiscal year towards the cost of participation in health or fitness management activities designed to promote employee wellness for any member of the bargaining unit who has completed a least one (1) full year of service as an employee.

## **ARTICLE XXI** **PENSION**

**21.1** Employees hired after the issuance of the Award in Case No. 2010-MBA-153 shall not be eligible to participate in the Town of Cheshire Retirement Plan. In lieu of participation in the Town of Cheshire Retirement Plan, employees hired after the issuance of the Award shall participate in the Town's 457(b) Deferred Compensation Plan, with the Town making annual contributions equal to 6% of the participant's base wages. The participant may also voluntarily contribute to this plan up to the maximum limits permitted by the Internal Revenue Service Code governing such plans.

Employees hired on or before the issuance of the Award in Case No. 2010-MBA- 153 shall be eligible for pension benefits in accordance with the provisions of the Town of Cheshire Retirement Plan as contained in the Code of Ordinances of the Town of Cheshire, Section 2-131 through 2-142, with such plan provisions revised as follows:

**A. Employee Contribution:** Employees will contribute 1.5% of their W-2 compensation. Employees will contribute 1.75% of their W-2 compensation effective

upon ratification of this Agreement by both parties. Employees will contribute 2% of their W-2 compensation effective June 30, 2016.

B. **Normal Retirement Date:** Normal retirement date will be the first day of the month coinciding with or next following a participant's 65th birthday or, if earlier, the date upon which a participant's age plus his/her completed years of credited service equal eighty (80).

C. **Normal Retirement Benefit:** The annual normal retirement benefit is 1-3/4% of final average compensation multiplied by a participant's credited service, not to exceed 30 years.

D. **Death Benefits:** If a participant dies while employed by the Town after satisfying the plan's vesting requirements, his/her spouse shall receive a monthly benefit for life or until he/she remarries. This monthly benefit will start on the participant's earliest retirement date and will be computed as if the participant had retired on his/her earliest retirement date and had elected a joint and survivor option form of payment. In no event will the spouse receive less than the participant's employee contributions accumulated with interest up to the date benefit payments start.

If a participant dies before satisfying the plan's vesting requirements, with no spouse, or after terminating employment with vested rights, such participant's employee contributions accumulated with interest up to his/her date of death will be paid to his/her beneficiary.

E. **Vesting:** A participant who terminates employment with five or more years of credited service has a vested right to a percentage of his/her accrued benefit at the time of termination according to the following table:

<b><u>Completed Years of Credited Service</u></b>	<b><u>Vested</u></b>
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

Such a vested accrued benefit shall be payable at age sixty-five (65).

F. **Funding:** The Town pays for the cost of the plan which exceeds the employee contributions.

G. If a participant elects a contingent annuitant option for his/her spouse and the spouse predeceases the participant then the pension benefit will revert back to a single life annuity on the first of the month following the death of the spouse.

H. The reduction factor for early retirement will not be greater than three percent (3%) for each year from a participants' fifty-fifth (55th) birthday until he/she attains age sixty-five (65). This does not apply to the provisions of Section 21.1B (magic combo).

I. The employee will be able to make contributions through a 414(h)(2) Internal Revenue Code Plan.

**21.2** The annual normal retirement benefit for an employee in the Town's alternative plan is 2% of final average compensation multiplied by a participant's credited service, not to exceed 25 years. Employees hired prior to April 29, 2011 who elected to participate in the alternative plan shall contribute 3.5% of their W-2 compensation. Employees will contribute 3.75% of their W-2 compensation effective upon ratification of this Agreement by both parties. Employees will contribute 4% of their W-2 compensation effective June 30, 2016. No employee can participate in more than one plan.

**21.3** Effective on the date of the issuance of the Award, employees who previously opted to participate in the Town's 457(b) Deferred Compensation Plan in lieu of participation in the Town's Retirement Plan will receive from the Town an annual contribution of 6% of the participant's base wages to the plan.

**21.4** Any member of this bargaining unit who retires under the provisions of the Town of Cheshire Pension Plan with a minimum of twelve (12) years of service shall be entitled to two thousand five hundred (\$2,500) dollars each year, for a maximum period of five (5) years or until the employee is Medicare eligible, whichever occurs first.

If the employee upon retirement is not eligible for Medicare, the Town shall contribute the above stated amount towards the premium for single medical coverage. Medical coverage will be Anthem Blue Cross/Blue Care HMO or equivalent.

**21.5** Any employee hired prior to July 1, 2006, will have a one time service option to closeout participation in the Town's retirement plan as stated in 21.1 or 21.2 above and to be enrolled in the Town's 457 (b) Deferred Compensation Plan at the percentage contribution in effect at the time of the enrollment. The Town contribution will be 5% effective July 1, 2006 and 6% effective July 1, 2007.

## **ARTICLE XXII**

### **SAFETY**

**22.1** There shall be a Safety Committee for each division or function which shall be comprised of the Town Manager or his designee and two (2) members of the bargaining unit assigned to a particular division or function. The Safety Committee shall meet at least four (4) times per year to review the safety needs of each division or function and to discuss potential and existing safety hazards. The Town and the bargaining unit recognize that safety is a mutual concern and that both the Town and bargaining unit employees have a responsibility to work to maintain safety in the workplace. Accordingly, both the Town and the employees shall strive to assure safe working conditions and practices in accordance with applicable state and federal regulations.

The Safety Committee will meet quarterly each year during working hours. Meetings of the Safety Committee will be scheduled 3 months apart. If the parties are unavailable or there are scheduling conflicts, then the committee members shall arrange a date that is mutually convenient for the committee members.

**22.2** Whenever an unsafe or unhealthy condition exists, the Town shall correct such conditions as soon as possible. No employee shall be required to work with an unsafe piece of equipment, when such equipment is reasonably believed to establish a situation which can result in serious bodily injury or death. When an employee reasonably believes that a piece of equipment is in such an unsafe condition, he must report that condition to his immediate supervisor and to his department head.

**22.3** It is recognized that during extended periods of overtime (e.g., snow plowing and sanding operations) an employee may need a rest stop in addition to other breaks which are provided for herein. In the event that an employee determines that he can no longer safely continue the performance of his duties without a break, the employee shall contact his supervisor by mobile radio or in person and tell the supervisor whether he/she expects to be able to continue working after a short break. The supervisor may approve short rest breaks at reasonable intervals, considering the amount of time already worked, working conditions and anticipated work duration. However, the supervisor may dismiss an employee from work when he/she determines that the employee can no longer continue to operate safely or effectively.

**22.4** No employee should be required to conduct pumping station inspections or maintenance in the absence of at least one (1) other employee who may be a supervisor or police officer, at the discretion of the Town. Whenever an employee is required to conduct plant inspections or maintenance below ground level or perform normal plant operations at the Wastewater Treatment Plant there shall be at least one (1) other employee in the Wastewater Treatment Plant who may, at the discretion of the Town, be either a bargaining unit employee or a non-bargaining unit employee; except that under unusual circumstances including, for example, the inability of the Town to learn of a

coverage problem or its inability to have someone available within the time restraints of the work schedule, the Town may require an employee to perform said functions alone.

**22.5** First aid equipment will be maintained at all work locations.

**22.6** The Town will make available emergency first aid courses at least one (1) time per year for those employees seeking such training.

**22.7** The Town shall furnish appropriate safety equipment to employees. Employees shall be responsible for the use of furnished appropriate safety equipment. Employees shall be trained to use this equipment properly. Both the Union and the Town understand the importance of using safety equipment.

### **ARTICLE XXIII CONDUCT OF EMPLOYEES**

**23.1** A Town employee is prohibited from engaging in any conduct which could reflect unfavorably upon Town service as indicated in the Town's Personnel Rules and Regulations and may be revised and/or amended by the Town. Each bargaining unit employee will receive a copy of the Town's Personnel Rules and Regulations if changes are made. It is understood and agreed by the parties that nothing contained in such rules or regulations shall infringe or diminish in any manner any of the provisions of this collective bargaining agreement.

**23.2(A)** An employee may engage in employment outside of his/her Town employment, except that no outside employment shall be in conflict of interest with Town employment. Accordingly, any employee engaging in outside employment shall advise the Town Manager of same solely for the purpose of determining whether a conflict of interest with Town employment exists. An employee whose outside employment is determined to be in conflict of interest with Town employment or is determined to be interfering with the performance of the employee's regular duties in the employment of the Town shall vacate said additional employment or be subject to dismissal.

**23.2(B) Preference of Town Employment** - Any employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her regular Town duties first.

**23.3** Employee's personal calls on Town telephones shall be held to a minimum and be of short duration. No personal toll calls shall be made on Town telephones except as may be approved by the employee's department head. The employees shall reimburse the Town for the cost of any such toll calls. Cell phones may not be used during the regular workdays except for break periods, meal times and emergencies.

**ARTICLE XXIV**  
**DISCIPLINARY PROCEDURE**

**24.1** Employees shall not be discharged or disciplined without just cause.

**24.2** Disciplinary actions shall not be inconsistent with the infraction for which disciplinary action is being applied and shall normally be applied in the following order:

- a) verbal warning;
- b) written warning;
- c) suspension without pay;
- d) discharge.

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

**24.3** All discipline must be stated in writing with the reason given and a copy shall be issued to the employee and the Union President within five (5) working days.

**ARTICLE XXV**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**25.1** For the purposes of this Agreement, a grievance shall be defined to mean a dispute between an employee and/or the Union with the Town over the interpretation or application of a specific section of this Agreement. Such grievances must be filed within seven (7) working days after the occurrence of the event giving rise to it and shall be handled in accordance with the procedure set forth below. When used in this article to determine when filings and answers must be made, working days shall mean Monday through Friday, but shall exclude any intervening holidays which are covered by this Agreement.

**25.2 Step One:** An employee who has a grievance may, in company with the representative of the Union, if he/she so desires, discuss the matter with his/her supervisor. If no satisfactory settlement is reached at this step, the grievance may then be put in writing by the employee, setting forth a specific section of the Agreement involved, and submitted to his/her department head within five (5) working days from the date of the above meeting.

**25.3 Step Two:** If a grievance is submitted in writing to the department head, he/she will meet with the employee and his/her Union Representative within five (5) working days after the grievance is submitted in an attempt to resolve such grievance. The department head will answer the grievance in writing and will deliver his/her answer to the grievant(s), the Union Steward and Union President within ten (10) working days after such meeting.

**25.4 Step Three:** If the answer of the department head is unsatisfactory, the grievance may then be submitted within ten (10) working days after receipt of the department head's answer to the Town Manager, who will meet with the Union within fifteen (15) working days thereafter. The Town Manager shall have fifteen (15) working days after such meeting to answer the grievance in writing and to deliver the response to grievant(s), Union Steward and Union President by the fifteenth (15<sup>th</sup>) day.

**25.5 Step Four:** A grievance may be submitted by mutual agreement to mediation prior to arbitration. A grievance may be submitted, at the request of the Union, to arbitration. The parties shall designate an arbitrator by agreement. In the event the parties are unable to agree as to the identity of the arbitrator, then the arbitrator shall be selected under the rules of the American Arbitration Association, and the arbitration shall then go forward in accordance with such rules. The Union's request for arbitration shall be in writing and served upon the Town Manager, it must be filed not later than ten (10) working days after receipt of the written answer of the Town Manager as set forth in Section 25.4 above.

**25.6** The arbitrator shall hear and decide only one grievance at a time unless the parties mutually agree otherwise. His/Her award shall be final and binding. The arbitrator shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from or in any way modify or alter the provisions of this Agreement. With respect to the first arbitration case under this Agreement, the fee and expenses of the arbitrator and the AAA, if necessary, shall become 60% by the Town and 40% by the Union. With respect to the second arbitration case under this Agreement, the fee and expenses of the arbitrator and the AAA, if necessary, shall become 55% by the Town and 45% by the Union. After the second arbitration case, the fee and expenses of the arbitrator and the AAA, if necessary, shall become 50% by the Town and 50% by the Union. After the third arbitration award, the Union may submit the next three claims for arbitration to the State Board of Mediation and Arbitration (SBMA). After the third arbitration case submitted to the SBMA, the next three claims must be submitted to the AAA. This pattern will continue throughout the term of the contract.

**25.7** Any time limits specified within this article other than the initial filing of a grievance may be extended by mutual agreement of the Union and the Town, provided that, if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.

**25.8** Nothing contained in this article shall preclude the right of the Union to be present at meetings held at any level of the grievance procedure provided that it does not interfere with the rights of employees as defined in Section 7-468(2)(d) of the General Statutes.

**25.9** At Step III of the grievance procedure and at arbitration, the Town shall not deduct from the wages of a maximum number of two Local Union Representatives and the grievant for time spent at these hearings. At Steps One and Two, the Town shall not deduct from the wages of a maximum number of one Local Union Representative and the grievant for time spent at these hearings.



**ARTICLE XXVI**  
**NO LOCKOUT - NO STRIKE**

**26.1** The Town expressly agrees that it will not lock out the employees covered by this Agreement during its term.

**26.2** The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, work stoppages, mass absenteeism or other similar forms of interference with the operation of the Departments.

**ARTICLE XXVII**  
**NONDISCRIMINATION**

**27.1** There shall be no discrimination, coercion or intimidation of any kind against any employee of the Town, applicant for employment with the Town or candidates for promotion, for any reason whatsoever including but not limited to, marital status, age, sex, race, creed, color, religious belief, national origin, ancestry, union activity or handicap, except in the case of a bona fide occupational qualification or need, either by the Town or by the Union.

**ARTICLE XXVIII**  
**DURATION AND RENEWAL**

**28.1** This Agreement supersedes and cancels all prior practices, whether written or oral, unless expressly stated to the contrary in this Agreement and together with any letter of understanding executed concurrently with or after this Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining, except as provided for in the grievance procedure, for its term.

**28.2** This Agreement shall be in full force and effect through June 30, 2020 except as otherwise modified herein, when it shall expire; provided that if neither party gives the notice provided for in Section 28.4, this Agreement shall automatically renew itself for additional periods of one (1) year each and all provisions shall remain in effect with the same force as during the original term thereof.

**28.3** This Agreement may be altered or modified only by mutual written agreement of the parties.

**28.4** If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of the Agreement, they shall give written notice of such desire to the other by certified or registered mail not earlier than November 1, 2019 nor later than December 1, 2019.

**28.5** Negotiations upon proposed changes in the terms of this Agreement shall begin no later than thirty (30) days after receipt of the notice specified in Section 28.4 by either party.

FOR THE TOWN OF CHESHIRE

Michael A. Meloni

Signed: Town Manager

Date: 1/24/17

FOR LOCAL 1303-202 OF COUNCIL 4  
AFSCME, AFL-CIO

Scott Miller

Signed: President, Local 1303-202

Council 4, AFSCME, AFL-CIO

Date: 1-19-17

Wayne Marshall

Signed: Staff Representative Council 4

Date: 1-20-17

## **PUBLIC WORKS HEAVY EQUIPMENT TRAINING PROGRAM**

1. Training sessions shall generally be held on Saturday and shall generally be four (4) hours long.
2. Training shall be voluntary.
3. Training shall be provided on the following equipment: loader, backhoe, bulldozer, sewer jet, roller, vactor, tractor with mower and rake, snowplow, excavator, skid steer and sweeper.
4. Whenever there are less than 9 maintainers or 6 operators, or 3 grounds keepers trained by the Town on the loader, the Town will provide training, if there is sufficient employee interest. Whenever there are less than 5 maintainers or 2 ground keepers trained by the Town on the backhoe, the Town will provide training, if there is sufficient employee interest. Whenever there are less than 5 maintainers trained by the Town on the bulldozer, the Town will provide training, if there is sufficient employee interest. Whenever there are less than 7 employees trained by the Town on the tractor and mower, vactor, and sewer jet, the Town will provide training, if there is sufficient employee interest. No employee may operate the above listed equipment, unless he/she has been trained by the Town or through an equivalent training program, except that an employee may operate the loader to load his/her own truck in the yard.
5. In lieu of any payment, a training stipend of \$50.00 per session shall be granted.
6. Class size shall be limited to approximately six (6) employees based on seniority.
7. Town reserves the right to limit the number of times an employee repeats a training session based on instructor's recommendations.
8. Employees who have completed the training sessions and have been certified by instructors shall be afforded an opportunity to operate equipment on the job for training purposes at the discretion of the crew leader.
9. Qualification to operate equipment shall not obligate the Town to assign employees to equipment operation.
10. Instructors shall be three (3) in number. The Union shall select one (1) instructor and the Town shall select one (1) instructor. The Union and Town will meet within 30 days of the approval of this Agreement to select the third instructor.

These three (3) employees shall comprise the committee for training.

The committee for training shall determine the content and format of required training sessions with the Director of Public Works' approval. The training committee shall furnish the Director of Public Works with a report at the conclusion of each training program stating whether it deems each student qualified.

Any report indicating a student has been determined not to be qualified shall include an explanation for this determination. The Director of Public Works shall render the final decision on the employee's qualification after reviewing said report and making such observations and having such consultations as Director of Public Works determines is necessary.

## APPENDIX "A"

### INSURANCE

<i>Town of Cheshire Public Works Employees</i>			
<i>Anthem Medical Plan Options</i>			
	BLUECARE HMO (as of 7-1-17)	CENTURY PREFERRED (eliminated as of 6-30-17)	
BENEFITS:	IN-NETWORK ONLY	IN-NETWORK	OUT-OF-NETWORK
<b>Financial Features -</b>			
Out of Network Deductible	None	None	\$400/800/1200
Co-insurance	None	None	30%
Out of Pocket Maximum	None	None	\$2000/4000/6000
Lifetime Maximum Per Member	None	None	\$1,000,000
Referral Required for Specialty Care	Yes	No	No
Dependent Limiting Age	19/25	19/25	19/25
<b>Primary Care Physician Office Services -</b>			
Routine Preventive Care (Child & Adult)	\$35	\$25	Ded. & Co-ins.
Routine Vision Exam	\$35	\$15/24mos	Ded. & Co-ins.
Illness & Injury	\$35	\$15	Ded. & Co-ins.
<b>Specialist Office Services -</b>	\$45	\$30	Ded. & Co-ins.
<b>Pre-Natal Maternity Care Office Visits -</b>	\$35 initial visit	\$25 initial visit	Ded. & Co-ins.
<b>Outpatient Surgery -</b>	\$250	\$250	Ded. & Co-ins.
<b>Diagnostic X-Ray or Lab Examinations -</b>	No charge	No charge	Ded. & Co-ins.
<b>Hospitalization for Maternity, Illness or Injury -</b>			
Semi-Private Room & Board	\$500	\$250	Ded. & Co-ins.
Mental Health & Substance Abuse	\$250	No charge	Ded. & Co-ins.
<b>Emergency Room (waived if admitted in 24 hrs.) -</b>	\$100	\$100	\$25
<b>Participating Urgent Care Centers -</b>	\$75	\$75	Not covered
<b>Emergency Ambulance Services -</b>	No charge	No charge	No charge
<b>Home Health Services (100 visits per yr.) -</b>	No charge	No charge	Ded. & Co-ins.
<b>Outpatient Rehabilitative Therapy (50 visits per yr.) -</b>	\$15	\$15	Ded. & Co-ins.
<b>Skilled Nursing Facilities (90 days per yr.) -</b>	\$250	No charge	Ded. & Co-ins.
<b>Retail Prescription Drugs</b>			
Generic Tier 1 Drugs	\$15	\$10	Ded. & Co-ins.
Listed Brand Tier 2 Drugs	\$35	\$30	Ded. & Co-ins.
Non-Listed Brand Tier 3 Drugs	\$45	\$35	Ded. & Co-ins.
<b>Mail Order Prescription Drugs (90-day supply) -</b>			
Generic Tier 1 Drugs	2x retail copay	2x retail copay	Not covered
Listed Brand Tier 2 Drugs	2x retail copay	2x retail copay	Not covered
Non-Listed Brand Tier 3 Drugs	2x retail copay	2x retail copay	Not covered
<b>Prescription Annual Maximum Per Member -</b>	Unlimited	Unlimited	N/A

