

**AGREEMENT**

**-between-**

**TOWN OF COVENTRY**

**-and-**

**LOCAL 1303-05 OF CONNECTICUT COUNCIL #4,  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**PUBLIC WORKS EMPLOYEES**

**July 1, 2016 through June 30, 2019**

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This Agreement entered into by and between the TOWN OF COVENTRY, hereinafter referred to as the "TOWN" and LOCAL 1303-05 of COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION".

## **ARTICLE I RECOGNITION**

### Section 1.0

The Town recognizes the Union as the full and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all Town employees performing the work or work similar to that performed by employees who voted or were eligible to vote in the election conducted by the Connecticut State Board of Labor Relations in Coventry on May 29, 1968, excluding Clerical Employees, Foreman, all Town Employees, uniformed and investigatory employees of the Police and Fire Department, employees of the Board of Education, seasonal employees who work not more than one hundred twenty (120) calendar days per year and part time employees who work less than twenty (20) hours per week.

## **ARTICLE II UNION SECURITY**

### Section 2.0

- A. Each employee covered by this Agreement shall be required, as a condition of continued employment, to become a member of the Union or pay a service fee on or within thirty (30) days of his or her date of hire or the effective day of this Agreement, whichever is later. The service fee shall be as determined by the Union in accord with applicable law.
- B. The Union agrees to indemnify and hold harmless the Town for any loss or damage arising from the operation of this Article.

### Section 2.1

The Town agrees to deduct from the pay of each of its employees who authorize such from his/her wages, such membership dues, initiation fees, and reinstatement fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.

### Section 2.2

The deduction for any month shall be made during the first payroll week 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, not later than the last day of said month.

### Section 2.3

The Town agrees that there will be no lockout of any of its employees during the life of this Agreement. The Union agrees that there will be no strike by the Union during the life of this Agreement.

### Section 2.4

The Town will place a bulletin board in an accessible place for the exclusive use of the Union.

### Section 2.5

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

### Section 2.6

The Town agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union along with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE III HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

### Section 3.0

- A. Normal working hours shall be 7:00 a.m. to 3:00 p.m. Monday through Friday. The hours for a normal day shall be 12:00 a.m. to 11:59 p.m. Sunday through Saturday for determining leave requests, absenteeism and availability for overtime.
- B. The regular work day for Sanitary Maintainer will normally be Tuesday through Saturday to provide staffing for the Transfer Station within the regular eight (8) hour work day, forty (40) hour work week.
- C. Additional adjustments to the daily work hours may be made by mutual agreement between the Town and the Union. The Labor-Management Quarterly meetings shall meet and discuss, and if mutually agreed upon, try a multi week experimental work schedule of altering work day to facilitate summer road work during the summer period of 2017.

### Section 3.1

- A. Time and one half (1 ½) shall be paid for:
  - 1. All work performed in excess of eight (8) hours in any one (1) day, or over forty (40) hours in any calendar week without duplication.
  - 2. Except as provided for in 3.1 (B), all work performed on Saturday.
- B. Whenever employees are in an overtime status per Article III while working a higher classification assignment, the overtime rate will be computed on the total of the employee's base rate plus the applicable differential bonus.
- C. When an employee is called into work outside of his/her regularly scheduled working hours for a higher classification assignment, the provisions of Section 3.3 of this Agreement shall be applied on the total of the employee's base rate plus the applicable differential bonus.

### Section 3.2

Double time shall be paid for all work performed on holidays designated in Article XIV, Section 4.0, plus regular holiday pay. Double time shall be paid for work on Sundays.

### Section 3.3

When an employee is called into work outside of his regularly scheduled working hours, he shall be paid a minimum of three (3) hours at his applicable overtime rate. If such call-in runs into his regular work day, the employee shall be paid time and one-half (1 1/2) his regular hourly rate for all hours worked outside of his regularly scheduled hours, and shall work his regularly scheduled eight (8) hour day.

### Section 3.4

- A. Part-time employees, seasonal employees, and/or employees who have not yet satisfactorily completed their initial probationary period will not be offered overtime until all other employees have been offered overtime in accordance with Article III.
- B. The Town shall maintain an overtime chart listing all full-time employees who have already satisfactorily completed their initial probationary period. The Town shall record the date and time of all offers of overtime on this chart.
- C. If an employee is available for overtime and has been properly notified of an opportunity to work overtime, but does not accept the opportunity to

work overtime, the employee will be charged on the overtime chart as though he/she had worked.

- D. Employees are responsible for leaving a phone number with the Town at which they may be reached for overtime solicitation on any given day. For purposes of Section 3.4, proper notification of an opportunity to work overtime shall mean one phone call to the number designated by the employee. Employees may change their contact number by contacting the Town.
- E. For purposes of Section 3.4, an employee is available for overtime if the employee is on paid leave, other than sick leave for personal illness or injury. An employee who has called in sick due to personal illness or injury will not be available for overtime until the following day. An employee making himself/herself available for overtime will be called in regular rotation if overtime is available.
- F. In extreme cases, the employer may assist in transportation to the worksite.

### Section 3.5

All overtime work within classification and between the Working Master/Lead Mechanic and Mechanics shall be distributed equally within sixteen (16) hours during a fiscal year.

### Section 3.6

The Union shall be given annually the opportunity to inspect the Town's record of all overtime and differential hours worked by, and hourly rate paid therefore, to each employee in the bargaining unit.

### Section 3.7

When an employee is called for overtime and is available for snow removal, he or she will be allowed forty-five (45) minutes to report to work and punch in upon arrival, and the employee will be compensated for thirty (30) minutes.. If an employee takes longer than the time allowed by this Section, the employee shall be paid from the time actually punched in.

### Section 3.8

- A. For purposes of determining availability for overtime during winter storm emergencies, the parties shall comply with the following procedure:
  - 1. When it begins to snow or ice during an employee's non-working hours and the employee is not at home at this time, the employee, upon returning home, shall notify the Public Works Department that he/she is home and available for overtime.

2. When there is a winter storm watch, or warning of heavy snow during an employee's non-working hours, the employee may leave a telephone number with the Public Works Department at which he/she may be reached. If no one is available at the Public Works Department, such employee may leave such telephone number with the Police dispatcher.
3. Employees may leave the telephone number at which they may be reached with both the Public Works Department answering machine and the Police dispatcher.
4. Management will not plow snow in a CDL vehicle until all available bargaining unit members are called, excluding emergency snow removal, hazardous areas, or assisting a bargaining unit member in finishing an area.
5. Nothing in the above language shall restrain management's right to order employees in to work overtime.
6. For snow removal and ice control operation callouts, the Crew Leader/Heavy Equipment Operator classification will be offered overtime to operate a CDL vehicle after all Truck Driver/Light Equipment Operator and Facility Maintainer II classification personnel that are otherwise available for overtime. If additional CDL vehicle operators are needed, the overtime will be offered in the following order:
  1. Mechanic's Helper;
  2. CDL-licensed Laborer, Facility Maintainer I and Public Works Maintainer I;
  3. Mechanic and Working Master/Lead Mechanic.

- B. During extreme town-wide emergencies, such as natural or civic disasters, employees shall report for assignment upon being contacted by the Public Works Director or his/her designee. If the emergency occurs after normal hours, the employee shall be paid overtime. If the employee was on authorized leave, he/she shall be allowed to reschedule his/her time off.

## **ARTICLE IV HOLIDAYS**

### Section 4.0

The following holidays shall be observed as days off with full pay (State statutes shall determine legal holidays):

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving

Memorial Day  
July 4<sup>th</sup>  
Labor Day

Christmas Day  
Floating Holiday

Any holiday occurring on a Sunday shall be celebrated on the Monday following. Any holiday occurring on a Saturday shall be celebrated on the proceeding Friday.

An employee must make a request to use the "Floating Holiday" at least one working day in advance and such request is subject to the approval of the Director of Public Works or his/her designee based on the operational needs of the Town. The "Floating Holiday" must be taken within the same fiscal year as it was earned and no carry over of the "Floating Holiday" shall be permitted.

#### Section 4.1

If a holiday occurs while an employee is out on sick leave, the employee shall accept the day as a holiday with no charge to sick leave.

#### Section 4.2

An employee shall not be paid for a holiday if he fails to report for work on the regularly scheduled work day preceding or following the holiday. This Section shall not apply if an employee is on authorized leave as provided in this Agreement. However, an employee who calls in sick the day before or the day after a holiday on more than one occasion in a calendar year shall not be paid for the holiday on any subsequent occasion when he calls in sick before or after the holiday unless he brings in a doctor's slip verifying illness of the employee or family member as applicable.

### **ARTICLE V SENIORITY, PROMOTIONS, AND LAYOFFS**

#### Section 5.0

The Town shall prepare a list of bargaining unit employees, showing their seniority in length of service with the Town, and deliver the same to the Union on January 31st of each year. Upon completion of their probationary period, new employees shall be added to this list.

#### Section 5.1

- A. New employees shall serve a probationary period of one hundred eighty (180) calendar days and shall have no seniority rights during this period but shall be subject to all other provisions of this Agreement. All employees who have completed their probationary period shall acquire length of service records as of the date of their employment. Probationary employees shall not be covered under the terms of the Agreement's grievance procedure if they are dismissed from employment.
- B. All job assignments will be made based on classification and certification. Employees certified as having the skill to operate vehicles or equipment on the Equipment List of



a higher job classification may be assigned work based on Management's needs. It is not the intent of this Article to allow the employee to pick their own area of work.

1. An up to date listing of all employees, their Classification, and equipment/skill certifications will be kept and be posted.
  2. It is intended to distribute this opportunity for differential pay fairly and equally between eligible employees. Normally, there will be less than twenty-four (24) hours disparity of operating hours between eligible employees, within Classification, at the end of the fiscal year. Employees exceeding such twenty-four (24) hour disparity will be offered differential assignments within thirty (30) days of the end of the fiscal year to come up into compliance with the twenty-four (24) hour rule. Such make-up assignments will not count toward the employee's differential hour total for the next fiscal year.
  3. Employees will be paid differential pay for all eligible hours worked after two (2) hours of continued use in one (1) workday. If the employee qualifies for differential pay their shall be a three (3) hour minimum payment unless that timeframe exceeds the actual work day.
  4. No employee shall be assigned to a classification more than one (1) classification above his/her regular classification before all certified employees who are one (1) classification below are offered the assignment.
  5. Employees may be assigned a higher rated job for training purposes to attain certification. A non-certified employee shall not be eligible for a differential bonus during training.
- C. The Union shall be given annually the opportunity to inspect the Town's record of differential hours worked by each employee in the bargaining unit.

#### Section 5.2

- A. Whenever an employee believes that his training or experience have rendered him qualified to perform the requirements of a high-rated job classification, he may request the Superintendent of Operations to certify such qualification. In the event of a disagreement between the employee, or the Union, and the Superintendent relative to such employee's entitlement to certification of such qualification, the parties agree to submit such disagreement to an impartial third person who is experienced in the performance of the requirements of such higher rated job and whose determination as to the qualifications of such employee shall be conclusive. A determination adverse to the employee request for certification shall not serve as a bar to the employee's making a subsequent request for such certification. Whenever an employee has been denied a certification, he can reapply after three (3) months.
- B. An employee who is interested in receiving training or experience to be certified as qualified to perform the duties of a higher rated job classification shall notify the

Director of Public Works. The Director or Superintendent shall develop a checklist of the areas in which training or experience is required and the estimated training requirements for each. As time permits, the employee will be allowed to receive instruction in the needed areas from another qualified employee or supervisor, as designated by the Director or Superintendent, provided there is no cost to the Town. When the employee believes he is qualified to perform the requirements of the higher rated job classification, he shall request certification as above. Training may only be done for a classification no higher than one classification above the employee's current classification.

### Section 5.3

If an employee performs the requirements of a job classifications for more than fifty (50) percent of full-time worked during any period of twelve (12) months, he shall be entitled to be classified in such job classification from the date of determination. This clause does not apply if the vacancy is created by extended sickness or injury.

### Section 5.4

- A. If vacancies occur in regular positions, or new positions are created, the position shall only be filled by employees who are qualified, as detailed by the job description, in accordance with the ranking of an appropriate testing procedure. In case of a tie, the vacancy shall be filled by the candidate with the most seniority.
- B. When an employee is retained in a vacancy or new position for a period of sixty (60) consecutive work days, other than for a vacation or illness, he shall then be considered qualified and allocated to said position. If the employee is proven unqualified, he shall return to his former position.

### Section 5.5

- A. All vacancies and new positions shall be posted for a period of seven (7) days on bulletin boards to be provided for such purpose, prior to any action being taken by the Town to fill such vacancies or new positions. If the senior employee with sufficient skill and ability successfully bids for the vacancy or new position, the seven (7) days shall be waived. Employees wishing to be considered for assignment to such vacancies or new positions may personally or through their Steward, submit their request to their supervisor. Employees requesting consideration and who were not selected for such assignment, in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure.
- B. Copies of job posting and a list of the persons bidding for the job, and the name of the person appointed to the job, shall be sent to the Union President at the end of the posting period. All such appointments shall be made not later than forty-five (45) working days after the posting period.

- C. If a vacancy or new position is in a classification other than the employee's present position, the employee must be certified to perform the duties of the vacancy or new position in order to bid for the job.

#### Section 5.6

Layoffs without pay shall take effect as follows within classifications:

- A. Temporary employees;
- B. Employees working twenty (20) hours per week but less than forty (40) hours per week;
- C. Probationary employees.

An employee scheduled for layoff may, if he so desires, replace an employee covered by this contract with less seniority in an equal or lower job classification, provided the bumping employee has greater seniority and is qualified to do the job per the job description or be able to obtain the job requirements within one hundred twenty (120) days unless a mutually agreed upon extension is allowed, than the employee whom he bumps. The employee who goes to a lower job classification shall be paid according to the pay scheduled of that classification. A demoted employee shall have preference when his former position becomes available for a period not to exceed twenty-four (24) months.

#### Section 5.7

Laid off full-time employees within classifications with the most seniority shall be rehired first, and no new employees shall be hired in those classifications until all laid off employees in those classifications have been given an opportunity to return to work. A fifteen (15) day written notice shall be sufficient when sent by registered letter to last known address. The rehire rights shall terminate fifteen (15) months from the date of layoff.

#### Section 5.8

Any employees, other than seasonal or employees dismissed for just cause, shall be given four (4) weeks' notice in the event of termination or layoff.

- A. Part-time and temporary employees are defined as employees who work less than forty (40) hours per week on a part-time basis or those employees who are used to supplement the work force in unusual situations.
- B. Seasonal employees are defined as employees who work not more than one hundred twenty (120) calendar days per year. Summer seasonal employees are defined as supplemental employees who work for a period of not more than one hundred twenty (120) calendar days between April 1 and September 30.

- C. It is not intended that persons hired temporarily to assist in snow plowing and/or sanding operations are part of this Agreement.

#### Section 5.9

In the event full-time employees are laid off, they shall receive:

- A. Three (3) months medical insurance coverage without additional expense, providing other benefits are not available. However, such coverage shall not extend the period of COBRA coverage.
- B. All severance to which they are entitled will be treated as a retirement separation.
- C. The Town will provide outplacement services to assist their transition to new employment not to exceed \$500 in cost or 90 days in term.

### **ARTICLE VI WAGES**

#### Section 6.0

- A. Class specifications negotiated and made a part of this Agreement are set forth in Appendix A. If, during the term of this Agreement, the Town proposes a new or revised class specification, the Town shall negotiate over the new or revised class specification with the Union.
- B. Equipment classifications shall be as set forth in Appendix B.
- C. A Crew Leader will be assigned for projects beyond the normal job descriptions/classifications if the work is for new concrete work or extensive repairs; building construction or renovations; or sanitary sewer work or repairs (not including line flushing). An employee assisting the WPCA Technician, Town Engineer or Foreman will not be considered acting as Crew Leader for purposes of this Article.

Other projects or specialized skills not covered within the present job descriptions/classifications shall be mutually agreed upon through the Labor-Management meetings for inclusion in this Article.

Only qualified Public Works Maintainer II employees shall be assigned as Crew Leader. The applicable Crew leader differential bonus rate and equalization provisions of this Agreement shall apply to each assignment. The Crew leader differential bonus will not be compounded with any other differential bonus.

## Section 6.1

Whenever an employee is temporarily assigned to work in a higher classification (the work of which they are qualified to perform as certified in accordance with Section 5.2) for a period of two (2) hours or more, they shall be paid a differential bonus plus their regular rate of pay. If the employee qualifies for differential pay their shall be a three (3) hour minimum payment unless that timeframe exceeds the actual work. Nothing in this section shall be construed as requiring an employee to work in a higher classification than their own.

- A. Facility Maintainer I or Public Works Maintainer I to Public Works Maintainer II or \$2.00/hour.
- B. Public Works Maintainer I to Mechanics Helper- \$2.00
- C. Public Work Maintainer II to Crew Leader/Heavy Equipment Operator -- \$2.00/hour.
- D. Mechanic II to Working Master Lead Mechanic -- \$2.00/hour.
- E. Mechanic I to Mechanic II -- \$2.00/hour.
- F. Crew Leader, Lead Mechanic to Snow Team Leader -\$2.00/hour
- G. Sanitary Maintainer to Acting WWTP operator -\$3.00/hour

Section 6.2

7 (me) djb

The wage schedule for July 1, 2016 through June 30, 2017 shall be adjusted as follows. Class 1 employees shall receive a \$.03 cents per hour increase plus all employees shall receive an increase of two and one quarter percent (2.25%) so that the wage schedule will be as follows retroactive to July 1, 2016. In addition, earned steps will be credited to eligible employees who are not at the maximum for their classification.

Classification	Step 1 (Hire)	Step 2 (End of Probation)	Step 3 (One Year Anniversary of Hire)	Step 4 (Two Year Anniversary of Hire)	Step 5 (Three Year Anniversary of Hire)
<u>Class 1</u> Facility Maintainer I Public Works Maintainer I	\$21.62	\$22.40	\$23.19	\$23.94	\$24.80
<u>Class 2</u> Mechanic's Helper Sanitation Maintainer	\$23.95	\$24.91	\$25.86	\$26.89	\$27.77
<u>Class 3</u> Public Works Maintainer II Mechanic I	\$24.07	\$25.28	\$26.47	\$27.70	\$28.88
<u>Class 4</u> Mechanic II	\$27.07	\$27.90	\$28.75	\$29.60	\$30.45
<u>Class 5</u> Heavy Equipment Operator/Crew Leader	\$27.54	\$28.38	\$29.24	\$30.08	\$30.93
<u>Class 6</u> Lead Mechanic	\$27.63	\$28.89	\$30.18	\$31.44	\$32.72

The wage rates in effect on June 30, 2017 will be increased by two and one quarter percent 2.25% so that the wage schedules for July 1, 2017 through June 30, 2018 will be as follows. In addition, earned steps will be credited to eligible employees who are not at the maximum for their classification.

Classification	Step 1 (Hire)	Step 2 (End of Probation)	Step 3 (One Year Anniversary of Hire)	Step 4 (Two Year Anniversary of Hire)	Step 5 (Three Year Anniversary of Hire)
<u>Class 1</u> Facility Maintainer I Public Works Maintainer I	\$22.10	\$22.91	\$23.71	\$24.48	\$25.35
<u>Class 2</u> Mechanic's Helper Sanitation Maintainer	\$24.49	\$25.47	\$26.44	\$27.50	\$28.40
<u>Class 3</u> Mechanic I Public Works Maintainer II	\$24.61	\$25.84	\$27.07	\$28.32	\$29.53
<u>Class 4</u> Mechanic II	\$27.67	\$28.53	\$29.40	\$30.27	\$31.14
<u>Class 5</u> Heavy Equipment Operator/Crew Leader	\$28.16	\$29.02	\$29.90	\$30.76	\$31.63
<u>Class 6</u> Lead Mechanic	\$28.25	\$29.54	\$30.86	\$32.15	\$33.46

The wage rates in effect on June 30, 2018 will be increased by two and one quarter percent (2.25%) so that the wage schedules for July 1, 2018 through June 30, 2019 will be as follows. In addition, earned steps will be credited to eligible employees who are not at the maximum for their classification.

Classification	Step 1 (Hire)	Step 2 (End of Probation)	Step 3 (One Year Anniversary of Hire)	Step 4 (Two Year Anniversary of Hire)	Step 5 (Three Year Anniversary of Hire)
<u>Class 1</u> Public Works Maintainer I Sanitation Maintainer	\$22.60	\$23.42	\$24.25	\$25.03	\$25.92
<u>Class 2</u> Mechanic's Helper Sanitation Maintainer	\$25.04	\$26.04	\$27.04	\$28.12	\$29.03
<u>Class 3</u> Facility Maintainer II Mechanic I Public Works Maintainer II	\$25.16	\$26.43	\$27.68	\$28.96	\$30.19
<u>Class 4</u> Mechanic II	\$28.30	\$29.17	\$30.06	\$30.95	\$31.84
<u>Class 5</u> Heavy Equipment Operator/Crew Leader	\$28.79	\$29.68	\$30.57	\$31.45	\$32.34
<u>Class 6</u> Lead Mechanic	\$28.89	\$30.20	\$31.56	\$32.87	\$34.21



An employee who is promoted to a higher classification shall go to the next higher pay level above his current level in the classification schedule with a minimum of forty-five cents (\$.45) per hour increase. This provision shall govern only the rate of pay applicable to a bargaining unit employee who is promoted to a higher classification. After an employee is promoted they will be advanced one step on the wage schedule each year thereafter on their promotion date, until they reach the last step for that classification.

Employees shall have all wages and other payments earned by an employee deposited directly to a bank or credit union account of the employee's choosing, on the normal paydays for such wages and other payments.

#### Section 6.3

Employees shall be covered under the unemployment compensation laws of the State of Connecticut.

#### Section 6.4    Longevity

- A. Each employee who has completed five (5) years of service shall receive a longevity payment of one hundred dollars (\$100) for each year of completed service with the Town, up to a maximum of \$1,500.00.
- B. Longevity payments shall be paid with the first regular payroll in November of each year through direct deposit.

## ARTICLE VII INSURANCE AND PENSION

### Section 7.0

The Town shall provide and pay the full cost for each employee during the term of this Agreement for \$50,000 life insurance (with the option by the employee to purchase up to \$50,000 of additional coverage in \$5,000 increments through payroll deduction) and Accidental Death and Dismemberment coverage in the principal amount of \$50,000 with \$40,000 in the event of accidental death. A long-term disability program with a 90-day elimination period shall be provided by the Town at no additional cost to employees. During absences due to long term disabilities or workers' compensation it shall remain the employee's responsibility to continue payments for any contributory portion of Health insurance premium payments.

### Section 7.1

A. Health Insurance. Employees may elect coverage for themselves and their enrolled dependents under one of the following plans, or other coverage agreed to in any memorandum of understanding or side letter of agreement:

1. A PPO plan, CIGNA OAPT4 (Equivalent to Century Preferred with Three Tier Prescription Drug Plan).
2. CIGNA ECHIP Comprehensive Mix Plan
3. ECHIP HDHP Plan affordable plan option
4. A High Deductible Health Plan with a Health Savings Account, including the following components: a deductible of \$1,300 for individual and \$2,600 for plus 1 and family coverage (which deductible(s) shall be subject to adjustment on an annual basis in order to qualify as a HDHP in compliance with applicable authority). The Town will contribute 75% of the annual required deductible to an HSA account on or about January 1<sup>st</sup> of each year. The employee shall be responsible for the remaining balance of the deductible and all account maintenance fees. The Town and Union agree that if an employee leaves the employment of the Town during the calendar year in which the Town has pre-funded the required deductible, or chooses to change back to another health plan during the annual Spring Open Enrollment Period, the employee must reimburse the Town 1/12 of the Town paid deductible for each month remaining in the calendar year (e.g. July 1 change would be 6/12<sup>th</sup> or ½ reimbursement owed) as required by Federal law. The parties acknowledge that the Town's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather related to the manner in which the deductible shall be funded for active employees. It is further understood that the Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other employees or other individuals upon their separation of employment.

COVERAGE INCLUDES:

1. Vision Care Rider
2. Full Service Dental Plan or the employee can make a one time selection for the duration of the contract for Rider A Coverage. If Rider A is selected the employee will pay the full cost of dependent coverage.

The employee shall reimburse the Town throughout the course of the year through payroll deduction at rates established by the premium cost sharing contribution percentages set forth below. The full range of health insurance plan options shall be detailed in Appendix D.

Effective upon ratification of the parties, employees shall contribute through payroll deduction thirteen and one-half percent (13.5%) of the total expense of the health insurance. Such deductions shall not be subject to any annual caps.

Effective July 1, 2017, employees shall contribute through payroll deduction fourteen and one-quarter percent (14.25%) of the total expense of the health insurance. Such deductions shall not be subject to any annual caps.

Effective July 1, 2018, employees shall contribute through payroll deduction fifteen percent (15%) of the total expense of the health insurance. Such deductions shall not be subject to any annual caps.

The Town will deduct this withholding through a Section 125 plan on a pre-tax basis.

- B. The cost of benefits for part-time employees shall be pro-rated with the employee's share deducted through bi-weekly payroll deductions. Employees working under 28 hours weekly shall not be entitled to Health insurance coverage.
- C. The Town reserves the right to investigate coverage, substantially equal as a whole to that in existence, from insurers other than those named. If the Town identifies an alternative carrier, it will notify the Union and negotiate, for a period not to exceed thirty (30) calendar days. At the end of the thirty (30) days, if there is no agreement on a change in carrier, the Union may petition the Connecticut State Board of Mediation and Arbitration for expedited arbitration. Implementation of the change in carrier may be made by the Town prior to completion of the arbitration; provided that employees shall be made whole for any out-of-pocket costs if the arbitrator determines that the alternative carrier does not provide coverage substantially equal as a whole to that in existence prior to the change of carrier.



## ARTICLE VIII VACATIONS

### Section 8.0

Annually, employees shall be entitled to vacation pay at the employee's base earnings on the following basis (regular rate times forty (40) hours):

Employed six (6) months but less than five (5) years	10 days per year* *Five (5) days of the ten (10) days earned during the first year of employment may be taken at the end of the six (6) months of employment
Employed five (5) years but less than ten (10) years	15 days per year
Employed ten (10) years but less than fifteen (15) years	20 days per year
Employed 15 years and over	1 additional day per year (25 days per year maximum)

The employee's anniversary date shall be used to determine the amount of vacation due.

Any disputes regarding the number of vacation days are to be initially heard at the third step of the grievance procedure.

- A. Observed holidays established by these policies shall not be considered in the computation of vacation credit, or as a part of the vacation leave, when such holiday is observed during the vacation leave.
- B. If an employee is ill for three (3) consecutive days while on vacation leave, the time may be charged instead to sick leave, provided the employee submits to the Town Manager a doctor's certificate attesting to the illness.
- C. Employees may hold over up to ten (10) vacation days from year to year. Employees who wish to carry over more than this limit must ask permission of the Town Manager. The vacation carried over must be used in the following year. The Town Manager may waive this policy if such a request is made in writing and/or for personal illness or emergencies for a period of time.
- D. Vacation days will be credited at the end of the pay period during which the employee's anniversary occurs. Prorated accumulated vacation pay will be credited as of the end of the last full calendar month in cases of separation or retirement provided the employee provides a minimum of two (2) weeks notice of their departure. Employees subject to lay off will receive prorated accumulated vacation pay as of the last full calendar month of service.
- E. Vacation earned by part-time employees shall be on a pro-rata basis.

F. Vacation periods shall normally be taken in segments of not less than one (1) week.

#### Section 8.1

- A. A schedule of vacations for the period April 1 through March 31 will be posted no later than 1 March of each year for employees to indicate their vacation preferences. Employees will be given at least two (2) weeks to sign up for vacations after which time the vacation requests will be reviewed by Supervisors to insure requests do not adversely impact anticipated work needs. If adjustments to the requested vacation schedule are needed they shall be made based on seniority of service with the Town. Once reviewed, the schedule will be submitted to the Director for approval. Once approved, a copy of the schedule will be posted and additional requests for this leave will not be required.
- B. Requests for vacation leave other than approved on the above schedule and requests to alter or adjust vacation approved on the schedule must be submitted on a Leave Request Form. The request will be reviewed based on personnel resource needs programmed into work schedules developed in accordance with the vacation schedule and other work requirements of which the Supervisor has knowledge when asked to approve the request. When vacation leave is denied the employee will be advised of the reasoning used by the Supervisor when denying the request. The Quarterly Labor Management meetings shall discuss the issue of approving vacations for multiple employees during the same work week.
- C. Vacation leave will not normally be granted if not requested at least one (1) working day in advance of the leave. Only in exceptional circumstances will vacation leave be granted when requested by telephone just prior to or on the date requested.

#### Section 8.2

Pro-rated accumulated vacation pay shall be granted to an employee in the event he terminates his service with the Town but not if he leaves without two (2) weeks notice.

#### Section 8.3

In the event of the death of an employee, the employee's spouse, and/or children shall receive the employee's pro-rata accumulated vacation pay. If the employee has neither spouse nor children, the payment shall be made to the employee's estate.

#### Section 8.4

- A. During the period between December 15 and April 15, only one (1) bargaining unit employee may be on vacation at any one time. Such vacation may be taken in periods of one (1) week or less in accordance with Article VIII of the Agreement with preference for such vacation requests being given to employees in order of their

seniority. Additional employees may be granted leave at management's discretion if they make themselves available for overtime should the need arise.

- B. While an employee is on vacation, but not sick leave, he/she will be allowed to be available for overtime if that employee makes the Public Works Director or his/her designated representative aware of their availability. It is understood that if an employee agrees to cancel his/her leave that they will be paid regular pay during normal working hours.

## ARTICLE IX OTHER LEAVE PROVISIONS

### Section 9.0

- A. Employees hired before July 1, 1992 shall earn sick leave with full pay at the rate of one and one-quarter (1 1/4) working days for each calendar month of service cumulative to a maximum of one hundred and fifty (150) days. Employees hired on or after July 1, 1992 shall earn sick leave with full pay at the rate of one and one-quarter (1 1/4) working days for each calendar month of service cumulative to a maximum of one hundred (100) days. Employees shall not be eligible for sick leave during their probationary periods. Each employee eligible shall be notified of his sick leave by letter when he is given his W-2 Form each calendar year. Such sick leave as has accrued to the employee's credit may be used for the following purposes:
  - (1) Personal illness or physical incapacity.
  - (2) Exposure to contagious disease or enforced quarantine in accordance with health regulations.
  - (3) For illness or physical incapacity in the employee's household when such attendance is required.
- B. Employees who are absent due to illness or injury shall notify their Supervisor at least one half-hour (30 minutes) prior to the start of their shift and are expected to remain at home, unless hospitalized or visiting a doctor, clinic or pharmacy for the purpose of medical treatment. Exceptions may be authorized only by the Public Works Director or Town Manager. The Town reserves the right to take reasonable steps to monitor this provision and to prevent abuse of sick leave including requiring a Doctor's certificate. Any violation of this provision or abuse of sick leave shall be grounds for disciplinary action, which may include immediate suspension.
- C. If the employee becomes better during the day and may return to work, he shall notify the Director. If the Director has work available, the employee shall return to work as soon as possible; if not, the employee will remain on sick leave for the day but not be restricted to his home.

- D. In the case of sick leave for family illness, the employee is expected to remain at home during normally scheduled work hours. If the need for his presence discontinues, he shall call in to the Director. If the Director has work available, the employee shall return to work as soon as possible; if not, the employee will remain on sick leave for the day but not be restricted to his home.

#### Section 9.1

The following shall apply to employees hired prior to July 1, 1992.

- A. An employee, upon retirement, shall receive, on the basis of his current wages, full compensation for any of this unused accumulated sick leave.
- B. Upon termination, not for just cause, as defined in the Personnel Policies, and after five (5) years of service, employees shall receive full pay for any unused sick leave up to a maximum of sixty (60) days.
- C. In the event of the employee's death, his spouse and/or children shall receive, on the basis of the employee's current wages, full compensation for any unused sick leave.
- D. In the event there is no spouse and/or children, full compensation for any unused sick leave up to a maximum of sixty (60) days will be paid to the employee's estate. If the employee's death resulted from an on-the-job accident or injury, the sixty (60) day maximum shall not apply.
- E. Sick leave payout under Section 9.1A shall be made into a Vantagecare Retirement Health Savings Plan, except for amounts of less than one hundred twenty-five (125) hours which will be paid out directly to the employee or beneficiary by separate check.

#### Section 9.1 A

The following shall apply to employees hired after July 1, 1992:

- A. An employee, upon retirement, shall receive severance pay of up to ninety (90) days unused sick days at their average hourly rate for the past five (5) years. In no case shall this benefit exceed five thousand dollars (\$5,000.00).
- B. Upon termination, except at the end of a layoff, not for just cause, as defined in the Personnel Policies, and after five (5) years of service, employees shall receive fifty percent (50%) of his or her average hourly rate for the last five (5) years for any unused sick leave up to a maximum of sixty (60) accumulated days. In no case shall this benefit exceed three thousand dollars (\$3,000.00).
- C. In the event of the employee's death, his spouse and/or children shall receive the applicable benefit.



- D. Sick leave payout under Section 9.1A shall be made into a Vantagecare Retirement Health Savings Plan, except for amounts of less than one hundred twenty-five (125) hours which will be paid out directly to the employee or beneficiary by separate check.

### Section 9.2

Additional sick leave with pay may be granted as warranted by the Town Manager when applied for by the employee. The request for additional sick leave with pay shall be given to the Public Works Director who will then forward the request to the Town Manager.

### Section 9.3

Employees shall be granted leave with full pay for the following reasons:

- A. Employees shall be granted leaves for required jury duty provided that notice is given to the Town Manager promptly after the employee has been advised for jury duty selection. Such employee shall receive that portion of his regular pay which will, together with all monies received from jury duty, equal his total regular pay for the same period.
- B. Up to thirty (30) days of military leave may be granted for service on Active Reserve or National Guard duty, during which an employee shall be paid the difference between his regular salary and military pay. The employee shall bring in an order from the military stating such time is needed, with the date(s) specified to the extent practicable.
- C. Funeral Leave. Three (3) working days of leave shall be granted to an employee for death in the immediate family of the employee, or the immediate family of his (or her) spouse. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, step-brother, step-sister, child, stepchild, son-in-law, daughter-in-law, or grandchild, and also any relation who resides in the employee's household.

One (1) day of funeral leave, not to exceed two (2) days per calendar year shall be granted for death of an aunt or uncle. It is understood and agreed that funeral leave shall be taken only for the purposes of attending the funeral and/or wake, and, if necessary travel to and from the location of the funeral and/or wake. The Town Manager or his/her designee may grant up to an additional two (2) days funeral leave as requested by an employee per occurrence.

- D. Personal Leave. Employees hired prior to 7/1/92 shall be entitled to four (4) days of personal leave in any calendar year. Employees hired on or after 7/1/92 shall be entitled to three (3) days of personal leave in any calendar year. Such time shall not accumulate from year-to-year. With prior approval of the employee's immediate supervisor, employee's request for personal leave will not be unreasonably withheld. In case of emergency prior approval will not be necessary. A new employee shall receive personal leave on a pro-rated basis for the first year of employment. Personal leave shall not be granted without a twenty-four (24) hour notice.

## ARTICLE X SAFETY AND HEALTH

### Section 10.0

- A. Safety helmets, reflective vests, safety goggles, gloves and raingear shall be furnished to employees and worn while working in hazardous locations and on hazardous equipment. Failure to wear authorized safety equipment as required under OSHA regulations when directed shall result in appropriate disciplinary action.
- B. From November 1 through April 30, an employee who is requested to and does work three (3) hours beyond their regular quitting time shall be granted a one-half hour (1/2) eating break without loss of pay. The Town shall pay a Supper Meal Allowance for this break. The employee shall be granted similar eating breaks every four (4) hours thereafter while he continues to work. However, no additional Supper Meal Allowances will be paid. From May 1 through October 31, an employee who is requested to and does work beyond their regular quitting time shall be granted a one-half (1/2) hour eating break and Supper Meal Allowance, if, and only if, the work continues beyond 7:00 p.m.

Supper Meal Allowance:     \$7.50

- C. Any employee called to work prior to 5:30 a.m. shall be granted one-half (1/2) hour for breakfast as soon as practical. A meal allowance shall be paid by the Town for the breakfast. Thereafter 10.0(B) shall apply.

Breakfast Meal Allowance:   \$6.00

- D. The Town shall normally provide a period not to exceed ten (10) minutes for employees to have time at the end of their work shift to clean up before leaving their place of work.
- E. The Town will furnish adequate heat, hot water and light at the Town Garage.
- F. Employees shall not be required to perform non-emergency work if the temperature falls below +10 degrees.
- G. For Fiscal Year 2017, the Town will reimburse the employees in two equal installments of one-half of the reimbursement noted below for the purchase of safety-toed work shoes. Thereafter, the Town shall reimburse employees once per year for the purchase of safety-toed work shoes. The employee shall be responsible for purchasing these shoes. Safety-toed shoes must be worn at work at all times. Reimbursements will be made up to the following amounts:

FY 17	\$240	each reimbursement
FY 18	\$275	each reimbursement
FY 19	\$300	each reimbursement

Requests for reimbursement and submission of receipts documenting the purchase shall be submitted to the Director of Public Works no later than August 1<sup>st</sup> of each year.

Reimbursement of properly documented submissions shall be made by direct deposit within eighteen (18) days of proper submission. Any substantial exception request to the reimbursement policy shall be submitted to the Director of Public Works by the employee in writing in the same fiscal year. The Director's decision shall be final.

- H. The Town Manager may at his/her discretion require an employee to have a physical examination for which the Town shall pay. Employees may select their own doctor, upon approval by the Town. Physicals shall not be used for termination purposes.

The Town will pay costs of only one physical per year for all employees possessing a Commercial Drivers License (CDL). Employees may elect to schedule these physicals during work hours, and will be granted one-half hour of work time, with prior authorization, to be used to attend the physical. If an employee requires additional time to attend and complete the physical, they may utilize any personal time they may have available to cover the additional time of the appointment, including reasonable travel time. The Town will select a health care provider for this physical. Employees choosing not to use the health care provider selected by the Town will be responsible for all physical expenses related to maintaining their license. These employees must provide the Town with documentation of their physical qualifications to operate CDL vehicles.

- I. The regular scheduled use of the chipper will not be without two (2) employees when in use. This does not affect emergency operations.
- J. Supervisors and employees shall comply with the OSHA and other safety guideline related to work in trenches and other excavations. Supervisors and employees shall adhere to the safety guidelines for all work in and around manholes, catch basins and other areas that may meet the requirements of confined spaces.
- K. If after a period of eighteen (18) consecutive hours the Director or Foreman anticipates that more than three (3) additional hours of overtime will be required, he shall arrange for unpaid rest periods of three (3) hours for any employee who so requests or who appears to require it. The rest periods may be staggered, some starting after the eighteenth (18<sup>th</sup>) hour and some starting after the twenty-first (21<sup>st</sup>) hour. During any unpaid breaks, employees will be entitled to utilize the employee lounge, but are prohibited from other sections of the building. No more than half of the overtime work force shall be on rest break at any one time. If, during a rest period, the work is completed, the employees on break may be called and told not to report back to work.
- L. Water and rest breaks will be given if the ambient air temperature is over 100 degrees Fahrenheit.

## **ARTICLE XI UNIFORMS AND TOOLS**

### Section 11.0

The Town will provide uniforms to be worn by the employees at work. The Town will provide each employee with one (1) machine-washable insulated work bib/coverall and one (1) winter coat in addition to the one (1) spring jacket currently provided to be used throughout the term of this Agreement in the second year of this contract, fiscal year-2017 - 2018. The employee will be responsible for and bear the cost of washing and maintaining the bib/coverall and winter coat. The cost of the bib/coverall and winter coat will not exceed \$150.00. The Town agrees to work collaboratively with the employees through the Labor-Management meetings to mutually agree upon vendors for the bib/coverall and winter coat. No exception will be made for any employee unless medical documentation is provided by an employee from his/her medical practitioner to the Director of Public Works.

### Section 11.1

In lieu of laundering shirts, the Town shall provide seven (7) dark blue t-shirts for mechanics and seven (7) safety t-shirts for all other employees that employees may wear instead of other uniform shirts between Memorial Day and Labor Day. Employees shall be responsible for proper care and laundering of shirts worn between Memorial Day and Labor Day.

### Section 11.2

The Mechanics and Mechanic's Helper shall be responsible for providing and replacing their own work tools. The Town shall reimburse each Mechanic or Mechanic's Helper for the purchase of tools. The Town shall pay each Mechanic or Helper an annual allowance for tools. Requests for reimbursement and submission of receipts documenting the purchase shall be submitted to the Director of Public Works no later than August 1 of each year. Reimbursement of properly documented submissions shall be made by direct deposit within eighteen (18) days of proper submission. Any substantial exception request to the reimbursement policy shall be submitted to the Director of Public Works by the employee in writing in the same fiscal year. The Director's decision shall be final. Reimbursements shall be made not to exceed:

FY17- \$450

FY18- \$475

FY19- \$500

## **ARTICLE XII DISCIPLINARY PROCEDURE**

### Section 12.0

A. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction or which disciplinary action is being applied.

B. Disciplinary actions shall include:

(1) An oral warning;

(2) A written warning;

(Written record that an oral and/or written warning has been given will be provided to the Union within five (5) working days from the date the Town becomes aware of the event that led to the warning. The Town can extend this period by fifteen (15) working days with notice to the Union. The period can be further extended by mutual agreement.)

(3) Suspension without pay; and

(4) Discharge;

And normally follow this order depending on the seriousness of the alleged infraction.

C. All suspensions and discharges must be for just cause, in writing with reason stated and a copy given to the employee and the Union within forty-eight (48) hours of suspension or discharge.

D. The Town shall not use the record of a written or verbal warning of an occurrence which occurred over thirty-six (36) months ago for a current disciplinary action. This time limit shall not apply to any grievance or legal action which was started prior to the thirty-six (36) month limit or for employees who have received subsequent discipline of the same nature in the 36-month period following the issuance of the initial discipline.

## **ARTICLE XIII PRIOR BENEFITS**

### Section 13.0

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

## ARTICLE XIV GRIEVANCE PROCEDURE

### Section 14.0

Grievances arising out of matters covered by this Agreement will be processed in the following manner at the request of either party.

- A. Within ten (10) working days of the occurrence of the condition giving rise to the grievance or within ten (10) working days of the employee's knowledge of its occurrence, whichever comes later, the aggrieved employee and/or Union Steward shall submit the grievance in writing to the Foreman. The aggrieved employee, Union Steward and the Foreman shall arrange a meeting within ten (10) working days of the submission of the grievance. The Foreman shall provide an answer to the grievance within ten (10) working days of the date of the meeting regarding the grievance.
- B. Within ten (10) working days of the Foreman's answer in Step (A) above, the matter shall be submitted in writing by the aggrieved employee, the Union Representative or the Steward to the Director of Public Works. The aggrieved employee, Union Steward and the Director of Public Works shall arrange a meeting within ten (10) working days of the submission of the grievance. The Director of Public Works shall provide an answer to the grievance within ten (10) working days of the date of the meeting regarding the grievance.
- C. Within ten (10) working days of the Director of Public Works' answer in Step (B) above, the matter shall be submitted in writing by the aggrieved employee, the Union Representative or the Steward, to the Town Manager. The aggrieved employee, Union Steward and the Town Manager shall arrange a meeting within ten (10) working days of the submission of the grievance. The Town Manager shall provide an answer to the grievance within ten (10) working days of the date of the meeting regarding the grievance.
- D. Within ten (10) working days of Step (C) above, the matter may be submitted by the Union for arbitration by the State Board of Mediation and Arbitration in accordance with its rules and procedures. A copy of the arbitration submission shall, at the same time, be given to the Town Manager, provided timeliness shall be determined only by the date of submission to the State Board of Mediation and Arbitration. By mutual agreement of the Town and the Union, the grievance may be submitted for mediation by the State Board of Mediation and Arbitration.
- E. The arbitrator shall not have the power to add to, amend or delete any of the terms of this Agreement and the decision of the arbitrator shall be final and binding on both parties.

#### Section 14.1

Any officer and/or steward of the Union shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations and shall be afforded the necessary amount of time without loss of pay to conduct such business.

#### Section 14.2

All costs of arbitration under this article and all costs of the dispute-settling procedures under paragraph 5.2 of Article V shall be borne equally by the Union and the Town.

### **ARTICLE XV SAVINGS CLAUSE**

#### Section 15.0

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause or phrase.

### **ARTICLE XVI MANAGEMENT RIGHTS**

#### Section 16.0

There are no provisions in this Agreement that shall deem to limit or curtail the Employer in any way in the exercise of the rights, powers and authority which the Employer had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Employer's rights, power and authority include, but are not limited to the right to manage its operations, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations.

#### Section 16.1 - Personnel Policies

Personnel policies shall be recognized by the Union that are not in conflict with the Union Contract.

**ARTICLE XVII**  
**EFFECTIVE DATE**

Section 17.0

This Agreement shall be effective as of July 1, 2016 and shall remain in force and effect through June 30, 2019.

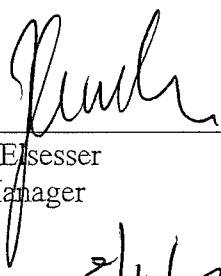
This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing in accordance with MERA that it wishes to modify this Agreement.



SIGNATURES

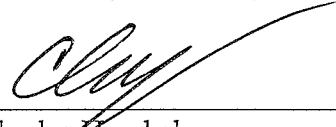
IN WITNESS WHEREOF, the parties have hereunto set their hands this 16 day of May, 2017.


TOWN OF COVENTRY

By:   
John A. Elsesser  
Town Manager

Date: 5/16/17

LOCAL 1303-05 OF CONNECTICUT  
COUNCIL #4, AFSCME, AFL-CIO

By:   
Charles Marakaly  
President

By:   
Anthony Bento  
Staff Representative  
Connecticut Council #4,  
AFSCME, AFL-CIO

Date: 5-24-17

**APPENDIX A**  
**JOB DESCRIPTIONS**

Existing job descriptions incorporated by reference.

## **APPENDIX B EQUIPMENT CLASSIFICATIONS**

The following is a list of classifications and the equipment in each classification.

Employees must be certified by Management to operate equipment outside of their job description

Employees may operate equipment out of their job description for periods less than one hour in order to complete the daily assignments.

### **PUBLIC WORKS MAINTAINER 1 FACILITY MAINTAINER 1**

- Non-CDL Required Vehicles and Trailer Combos
- Walk Behind Mower
- Chainsaws less than 20" bar length
- Riding Mower
- Infield Machine
- Air Compressor Tools
- Cement Mixer
- Pavement Saws
- Portable Generator
- Tractor (John Deere 2150 and Kubota M5140 or similar types standard attachments not including boom mowers, or for road maintenance work)
- Plate Compactor
- Jump-n-Jack Compactor

### **PUBLIC WORKS MAINTAINER II**

All Vehicles and Equipment Operated by Public Works Maintainer 1, Laborer, and Facility Maintainer 1 plus:

- CDL Required Vehicles or Trailer Combos
- Leaf Vac
- Sewer Flusher
- Wood Chipper
- Air Compressor and Tools
- Vac-All
- Chain Saws over 20" bar length
- Roller (other than paving operations)
- Curb Machine
- Street Sweeper Truck Unit
- Tool cat with snow removal attachments
- Fork lift
- Loader and Backhoe for loading of employee's assigned trucks of materials incidental to other work

## HEAVY EQUIPMENT OPERATOR\CREW LEADER

All Equipment Operated by Truck Driver/Light Equipment Operators and Maintainers plus:

- Bulldozer
- Grader
- Loader
- Backhoe
- Bobcat (skid steer)
- Roadside Mower
- Excavator
- Paving Box
- Roller (paving operations only)
- Street Sweeper (3 wheel)
- Street Sweeper Truck Unit (lead/solo)

## MECHANICS HELPER

MECHANIC 1

MECHANIC 2

WORKING MASTER/LEAD MECHANIC

All vehicles and equipment in Laborer, Facility Maintainer 1, Facility Maintainer 2, Truck Driver/Light Equipment Operator, and Heavy Equipment Operator classifications plus:

- Fork lift
- Will normally only operate equipment for maintenance purposes.
- Will use trailers as required to transport vehicles & equipment for repairs or materials for disposal.
- Will operate trucks to spread abrasive, anti-icing agents and plow as required for winter maintenance operations.

**APPENDIX C**  
**AGREEMENT REGARDING 2011 PENSION REOPENER**

**APPENDIX D**  
**HEALTH INSURANCE PLAN SUMMARIES**

**SIDE LETTER OF AGREEMENT**  
**TOWN GARAGE THERMOSTAT**

The Town agrees that when the garage is operational, the thermostat will be set at least 50°.

The Union agrees that its members will close the overhead doors after entering and leaving the garage.

TOWN OF COVENTRY

By: \_\_\_\_\_

John A. Elsesser  
Town Manager

LOCAL 1303-05 OF COUNCIL #4,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

By: \_\_\_\_\_

Charles Harakaly  
President

