

**TOWN OF EAST HADDAM**

**AND**

**GENERAL TEAMSTERS**

**UNION LOCAL 493**

**JULY 1, 2018 THROUGH  
JUNE 30, 2021**

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**TOWN OF EAST HADDAM**  
**GENERAL TEAMSTERS UNION LOCAL NO. 493**

This Agreement made and entered into as of July 1, 2018 by and between the Town of East Haddam, Connecticut, herein referred to as the Town and the General Teamsters Union Local No. 493, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the Union.

**WITNESSETH:**

It is the purpose of this Agreement to establish and maintain harmonious relations, to secure a prompt and peaceful disposition of grievances within the provisions of this Agreement, to eliminate interruptions of work and interference with the efficient operation of the Highway Department of the Town of East Haddam and promote the welfare of the Town and the Union and the employees of the Town.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the Town agrees that all conditions of employment relating to rates of pay, wages, hours of work and other working conditions shall be maintained at not less than the maximum standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. Any rights and privileges now enjoyed in the Town's merit system shall not be altered to the detriment of the employees or Town involved.

**ARTICLE I - RECOGNITION**

**Section 1** Pursuant to the certification by the Connecticut Labor Relations Board dated September 19, 1977 and in accordance with and subject to the provisions of all applicable statutes of the State of Connecticut, the Town recognizes the General Teamsters Local 493 as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for employees of the Highway Department who work twenty (20) hours or more per week, excluding the Director of Public Works and the road crew foremen.

**Section 2** Except as otherwise limited by an express provision of this Agreement the Town reserves and retains all of the lawful and customary rights, powers and prerogatives of Town management.

Such rights include the establishment of standards of Highway Department employee productivity and performance; the determination of the employee mission and the methods and the means necessary to fulfill that mission, including the contracting out or the discontinuance of services, positions or programs in whole or in part; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against Highway Department employees; the relief from duty of said employees because

of lack of work or for any other legitimate reasons; and, the institution of any necessary actions to carry out the employee's mission in emergencies.

These inherent management rights not restricted by a specific provision of this Agreement are not in any way directly or indirectly subject to any grievance procedure.

**Section 3** Except as outlined in Addendum A, subcontractors will not be used to eliminate standard work force or to substitute for members of the bargaining unit until all members of the bargaining unit who are on layoff are called back. The Town may use seasonal or part time employees from the fifteenth day of June to the 15<sup>th</sup> day of September but by doing so shall not deprive regular employees of overtime and said seasonal or part time employees shall not be covered under this Agreement.

**Section 4** The road foreman may perform any work as done previously until such time as there are twelve (12) or more men in the permanent road crew. No such foreman or superintendent of roads shall, in any event, perform any work, save in cases of emergency, which have the effect of depriving the regular road crew of overtime.

**Section 5** The Agreement shall be for a term of three years effective July 1, 2018 to June 30, 2021.

**Section 6** This Agreement upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concluded collective bargaining for its term.

**Section 7** The terms and provisions of this Agreement shall be binding upon the Town and the Union and each employee in the bargaining unit described herein.

## **ARTICLE II - UNION MEMBERSHIP AND DUES CHECK-OFF**

**Section 1** All permanent full time highway crew employees hired after the effective date of this Agreement shall be required to become members of the Union or pay dues assessments not to exceed dues upon completion of sixty (60) calendar days of employment, and shall, as a condition of employment, maintain their Union membership to the extent of initiation fees and membership dues or maintain said assessments during the term of this Agreement. All members who originally registered as Union members shall remain members in good standing upon the date of approval of this Agreement.

**Section 2** The Town agrees to deduct on a bi-weekly basis from the wages of employees in the bargaining unit an initiation fee and regular Union dues, as properly authorized and uniformly required as a condition of membership, provided the Town receives voluntary individual authorizations signed by such employees in a form which has been agreed to by the Town and the Union. No deduction shall be made which is prohibited by applicable law.

**Section 3** The Town shall remit to the secretary-treasurer of the Union once each month the deductions made in such month, together with a list of the employees from whom such deductions have been made and the amounts deducted. The Union agrees to refund to the employee any monies found to have been erroneously or improperly deducted.

**Section 4** The Union agrees to indemnify and hold the Town harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Section.

**Section 5** Promptly upon receipt of written notice from the Union, the Town shall discharge an employee who fails to become a member of the bargaining unit or is not a member of the Union or contributor thereto on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Furthermore, all employees who fail to maintain Union membership in good standing regarding dues or assessment shall be similarly discharged by the Town. The Union agrees to indemnify, defend and hold the Town harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Section.

### **ARTICLE III - HOURS OF WORK**

**Section 1** The standard work week shall consist of forty (40) hours, five (5) consecutive days, eight (8) hours each, Monday to Friday, inclusive. However, the town reserves the right to change to a four (4) day workweek, ten (10) hours per day, forty (40) hours per week, which will be scheduled between Monday to Friday, inclusive. Prior to the implementation of a four (4) day workweek, the Town agrees to provide thirty (30) calendar days notice to the Union and the employees. Four (4) day workweeks will be offered on the basis of seniority.

**Section 2** The normal working hours shall be from 7:00 a.m. to 3:30 p.m. provided that in the event that the Town adopts a four (4) day workweek, the normal working hours shall be from 6:00 a.m. to 4:30 p.m. Any other adjustments to the normal working hours may be changed by agreement of the Town and the Union. Four (4) day workweeks will be offered on the basis of seniority.

**Section 3** Employees who work more than forty (40) hours in any one work shall be compensated for overtime when such overtime is authorized by the First Selectman, the Director of Public Works or Road Foreman. Employees on a five day work schedule who work more than eight (8) hours and employees on a four day work schedule who work more than ten (10) hours during a work day, shall be compensated for overtime when such overtime is authorized by the First Selectman, the Director of Public Works or Road Foreman. The word (overtime) as used in this section shall mean overtime as herein authorized and no compensation or allowance of any kind shall be allowed for overtime not authorized. Except as herein otherwise provided, overtime shall be paid at the rate of one and one-half (1½) times the regular hourly rate. For purposes of overtime, compensatory time shall not be counted as hours worked.

**Section 4** In the event any employee covered by this Agreement is required to report for duty at a time other than his regular working hours the Town shall provide a minimum of three (3) hours work, or in lieu thereof, three (3) hours pay at the prevailing overtime rate. The Town may recall an employee during this three (3) hour period and it shall be considered the same call out.

If a call out runs into the beginning of the employee's regular work day, and the employee was required to report to work prior to 5:00 a.m., the employee shall be paid a minimum of three (3) hours at the prevailing overtime rate and the employee shall be entitled to his regular eight (8) hour day.

If a call out runs into the beginning of the employee's regular work day, and the employee was required to report to work after 5:00 a.m., the employee shall be paid a minimum of two (2) hours at prevailing overtime rate, and the employee shall be entitled to his regular eight (8) hour day. The determination of number of employees to be called out shall be within the discretion of the First Selectman, the Director of Public Works or Road Foreman.

A schedule containing days when the holiday pay rate applies for call-ins is attached hereto as Exhibit 1 (Part B).

**Section 5** For all work performed on a Saturday the employee shall be entitled to overtime wages at the rate of one and one-half times his wage rate or on a Sunday or holiday (in addition to the regular holiday pay) he shall be entitled to overtime wages at the rate of twice his wage rate, provided, in any such case that said employee has not been absent in his preceding forty (40) hour work week. Sick leave, pre-approved vacation or funeral leave shall not be considered as an absence for purposes of this provision.

**Section 6** Employees shall punch their own time cards unless otherwise authorized.

**Section 7** No overtime shall be paid to any employee unless previously authorized by the First Selectman, the Director of Public Works or Road Foreman.

**Section 8** A. The Town will assign overtime by use of volunteers (requested on a seniority basis commencing with the most senior employee for each overtime assignment) provided the employee is qualified to perform the assignment; if the employee is not qualified, his/her name will be skipped and the next person on the list will be contacted. In the event that no employee volunteers to perform the work and thus the Town is unable to fill the overtime assignment on a voluntary basis, the Town shall have the right to assign the work involuntarily in accordance with the process set forth below.

In the event that the Town is unable to fill the overtime assignment on a voluntary basis, the Town shall have the right to require the performance of overtime work by ordering in the least senior employee(s) on a rotating basis (least senior to most senior) commencing with the least senior employees for each overtime assignment (provided the employee is qualified to perform the assignment; if the employee is not qualified, his/her name will be skipped and the next employee will be contacted).

If the Town is unable to secure a bargaining unit employee for such overtime work via volunteers or an order in, as set forth above, then the Town shall have the right, in its sole discretion, to complete the necessary work as it sees fit. Accordingly, the Town shall be permitted to use non-bargaining unit members to perform the bargaining unit work that the Town in its sole discretion deems necessary.

**B.** In the event that an employee is called to work during inclement weather or other Town emergencies, the employee is expected to report to work unless excused by the Department Head.

**ARTICLE IV - WAGES**

**Section 1** A schedule containing the classification and hourly rate with effective dates of the employees covered by this Agreement is as follows:

**CLASSIFICATION**

	<b>July 1, 2018</b>	<b>July 1, 2019</b>	<b>July 1, 2020</b>
<b>DRIVER-LABOR</b>	\$28.43	\$29.07	\$29.72
<b>DRIVER-MECHANIC</b>	\$29.72	\$30.39	\$31.07
<b>LABORER</b>	\$26.40	\$26.99	\$27.60
<b>CREW LEADER</b>	\$29.72	\$30.39	\$31.07

New employees start at an entry level rate which shall be defined as eighty percent (80%) of the job rate for the job classification. Upon the employee's first anniversary date, the employee's rate will be ninety percent (90%) of the job rate for the job classification. Upon the employee's second anniversary date, the employee will be placed on the regular pay scale.

All new employees will start at the lower rate, however, the Town may hire a new employee at a starting rate of up to one hundred percent (100%) of the then current rate for the position based on prior years of experience.

The Town, in its discretion, may appoint a bargaining unit member as the Crew Leader, provided, the bargaining unit member agrees to accept such position.

The employee appointed by the Town as the Crew Leader shall work in such position for a trial period of up to ninety (90) work days. The Town may remove the appointee from the position at any time during the ninety (90) work day period and reassign the appointee to his previous bargaining unit position. At the conclusion of the ninety (90) work day period, the appointee may only be removed from the position for just cause.

In the event that a bargaining unit member is assigned to haul waste removal to designated collection facilities, he shall receive his regular rate of pay for the performance of such duties.

**Section 2** If a night shift should be established during the term of this Agreement, the rate of pay for employees who are assigned to the night shift on a scheduled basis shall be agreed upon by the Town and the Union.

**Section 3** If members of the bargaining unit are required to work after 6:00 p.m., they will be provided with a fifteen dollar (\$15.00) dinner allowance. If required to report to work prior to 6:00 a.m., they will be given a seven dollars and fifty cents (\$7.50) breakfast allowance.

**Section 4** The longevity schedule for the employees covered by this Agreement will be paid to each employee upon their anniversary date of hire in such amounts as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>AMOUNT</u></b>
5 years to 10 years	\$350.00
10 years to 15 years	\$425.00
15 years to 20 years	\$475.00
20 years and above	\$550.00

#### **ARTICLE V - HOLIDAYS**

**Section 1** All highway crew employees covered by this collective bargaining agreement shall receive holiday pay for each of the following designated holidays not worked irrespective of the day of the week on which the holiday may fall at the rate of eight (8) hours of pay (except for the ½ day on New Year's Eve and the one-half (½) day on Christmas Eve; on such days the work day shall be four (4) hours with four (4) hours of holiday pay), provided, if the Town implements a four (4) day workweek, ten (10) hours per day, forty (40) hours per week, in accordance with Article III, Section 1, any holiday that falls during such time frame shall be at the rate of ten (10) hours of pay (or five (5) hours of pay for one-half (½) day holidays).

**Section 2** When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

**Section 3** When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

**Section 4** In order to qualify for holiday pay, a regular full-time employee must work on the last regularly scheduled workday prior to and the next regularly scheduled workday following the holiday unless the employee is on a previously approved vacation, a previously approved personal day, jury duty or funeral leave.

An employee out of work due to a workplace injury shall not be eligible for holiday pay during his/her absence if the employee is receiving any form of workers' compensation benefits during the absence.

**Section 5** Holiday pay is considered hours worked.

**ARTICLE VI - ANNUAL VACATION**

**Section 1** Except as set forth below, each employee hired prior to July 1, 2018, covered by this Agreement is entitled to take annual vacation and shall be granted full pay at his current hourly earnings for such vacation in accordance with the following schedule.

<b><u>Length of Service</u></b>	<b><u>Annual Vacation</u></b>
1 year one day to 2 years	40 hours
2 years one day to 5 years	80 hours
5 years to 10 years	120 hours
10 years to 20 years	160 hours
20 years to 24 years	200 hours
25 years	208 hours*
26 years	216 hours*
27 years	224 hours*
28 years	232 hours*
29 years	240 hours*

\*Only employee hired prior to July 1, 1993 shall be eligible for greater than two hundred (200) hours of vacation time.

Each employee hired on or after July 1, 2018, covered by this Agreement is entitled to take annual vacation and shall be granted full pay at his current hourly earnings for such vacation in accordance with the following schedule.

<b><u>Length of Service</u></b>	<b><u>Annual Vacation</u></b>
1 year one day to 2 years	40 hours
2 years one day to 5 years	80 hours
5 years to 10 years	120 hours
10 years or more	160 hours

**Section 2** If an employee takes his vacation during a period which includes one of the holidays granted under this Agreement, he shall be entitled to an additional day of vacation.

**Section 3** Employees who are separated and who have credited vacation at the time of separation shall be granted the vacation credited prior to separation date or shall be paid the salary equivalent to the accrued vacation, provided, any vacation credited on the employee's anniversary date in his last year of employment with the Town shall be prorated for such use or payout.

**Section 4** Upon request, employees shall receive vacation pay before they leave for vacation. Employees shall choose their vacation according to seniority. The Town will post a

vacation schedule together with seniority lists during the month of April, to cover the following twelve (12) month period from June 1<sup>st</sup> of the current calendar year to May 31<sup>st</sup> of the following calendar year. Employees shall select vacation in two rounds. In the first round, no employees shall select more than two weeks of vacation time. In the second round, each employee shall select the remainder of his vacation time, if any.

The Department Head may limit the number of employees on vacation at any one time within a classification in order to meet operational requirements of the Town. At no time may more than two (2) bargaining unit employee be out on vacation leave during the same day or days during the winter period (defined as November 1<sup>st</sup> through the last day of February), provided, if a second employee is granted vacation leave during such time frame, the second bargaining unit employee must be available to work if called in to work. In the event that such employee fails to report to work, he shall be subject to discipline.

During all other periods of time, no more than three (3) bargaining unit employees be out on vacation leave during the same day or days.

Earned vacation must be taken within the next twelve (12) months.

**Section 6** In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his sick leave, provided the physician treating the employee for said illness provides a note to the Town verifying the illness. Such verification shall be in writing and obtained at the employee's expense.

**Section 7** Upon request of the employee, the supervisor may allow an employee to carry over one (1) week of vacation or comp time. Such carryover time must be used at a mutually agreed-upon time within twelve (12) months that is convenient to both the Town and the employee.

**Section 8** During a week that an employee works overtime hours, the employee shall designate the number of overtime hours he/she wishes to bank as compensatory time hours by reviewing and signing his/her weekly time card prior to its submission to payroll. All overtime hours not designated as compensatory time will be paid at the overtime rate.

**Section 9** In order to take vacation time, advance written approval from the Department Head or his/her designee is required.

A request for the use of eight (8) hours or up to sixteen (16) hours of vacation time must be submitted at least of one (1) work day prior to the first date requested in order to be considered for approval, unless the Department Head waives such notice period.

Vacation time requests of greater than sixteen (16) hours shall require a minimum of one (1) week advance notice of such request in order to be considered for approval, unless the Department Head waives such notice period.

## ARTICLE VII – COMPENSATORY TIME

**Section 1** Compensatory time shall be earned at a rate of 1.5 hours (2 hours for work performed on Sundays or holidays) for each hour worked in excess of forty (40) hours in a work week. Each employee hired prior to July 1, 2018 may accumulate a maximum sixty (60) hours of compensatory time in each year of the contract. At no time may an employee hired prior to July 1, 2018 have greater than sixty (60) hours banked as compensatory time.

Each employee hired on or after July 1, 2018 may accumulate a maximum forty (40) hours of compensatory time in each year of the contract. At no time may an employee hired on or after July 1, 2018 have greater than forty (40) hours banked as compensatory time.

Such time may be used in one (1) hour increments.

**Section 2** Compensatory time may be taken with one (1) day notice by mutual agreement between the employee and the Department of Public Works Director or his/her designee. Compensatory time may be taken in one (1) hour increments in accordance with the language set forth above.

If more than one (1) employee requests the same day, seniority shall apply and the most senior employee will be granted the day (provided, however, if less senior employee(s) were previously granted the time off, seniority shall not apply to such situations). Additional employee(s), in seniority order, may be granted the day based on the operational needs of the Department of Public Works (as determined by the Department of Public Works Director).

## ARTICLE VIII - SAFETY AND HEALTH

**Section 1** The Town shall furnish and maintain safe and healthful sanitary conditions, washing facilities and toilets. All highway employees are expected to use and to maintain them in good condition.

**Section 2** The Town shall notify the Union of all industrial accidents requiring medical attention which occur as soon as practical upon their occurrence.

**Section 3** The Town agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for highway crew employees and to make available to said employees protective equipment required by existing state law. The Union agrees to cooperate with the Town in encouraging its employees to observe such safety regulations as may be prescribed by the Town from time to time.

**Section 4** The employee agrees that it shall comply with all of the safety rules and regulations issued by the Town and further agrees that when required will wear all safety or protective wearing apparel of protective or safety devices and equipment furnished by the Town.

**Section 5** The employee agrees that he shall wear OSHA approved safety boots and uniforms at all times during working hours. The Town shall provide each employee with safety

boots on an annual basis. Such safety boots shall be OSHA approved. Alternatively, employees may purchase such boots and be reimbursed by the Town for the cost of the boots upon presentation of a receipt (to a maximum cost of \$250.00 annually). The OSHA approved safety boot allowance will be paid in the first pay period after July 1<sup>st</sup> annually. Each employee shall be responsible for the purchase of such OSHA approved safety boots on his own time. If in the opinion of the Director of Public Works or Road Foreman the employee's OSHA approved safety boots are unsafe, the employee will be required to purchase new OSHA approved safety boots.

**Section 6** On an annual basis, employees will receive a \$100.00 annual stipend for cell phone use (prorated for new employees hired during a contract year).

Employees shall provide the Department Head and his/her designee with a current cell phone number (and updated numbers, if necessary) that the employee is expected to answer when called by the Town.

Cell phones shall not be used to post inflammatory or derogatory comments, photos or text messages about the Town or any of its employees.

## **ARTICLE IX – SENIORITY**

**Section 1** Seniority for employees governed by this Agreement shall be defined as the total length of continuous service since the employee's most recent date of hire in a bargaining unit position, provided that nothing shall be construed as depriving any employee of any seniority held prior to the date of this Agreement in a bargaining unit position under any system previously used to compute seniority. Preference shall be given to employees older in service and in order of seniority to work available within his/her job classification, provided that such employees are available at such time as the work is assigned and qualified to perform the work required.

**Section 2** All new employees shall be hired on a sixty (60) work day trial period and shall work under the provisions of this Agreement. During the trial period they may be subject to layoff or discharge at the sole discretion of the Town. However, seniority shall accrue from the date of hire without regard to such sixty (60) day trial period. During an employee's trial period, no discipline, suspension or discharge shall be cause for or subject to the grievance procedure set forth in Article XIII.

“Work day” shall be defined as days that the employee actually attended full work shifts.

**Section 3** In the event of a reduction in the work force the employees whose jobs are affected shall have the right, in order of their seniority, to replace the least senior employees, provided they have the ability to perform the required work. Rehire shall be in reverse order of layoff for a period of eighteen (18) months after layoff with due consideration given to ability to perform the required work. Recall shall be made by Registered Mail.

**Section 4** An employee shall lose his seniority for the following reasons: Resignation; discharge for cause; and/or layoff for more than two (2) years. No seasonal or part-time employee shall be used while permanent employees are on layoff.

## **ARTICLE X - DISCHARGE AND DISCIPLINE**

**Section 1** Notice of disciplinary action excluding verbal and written warning shall be given to the employee and Union in writing at least three (3) calendar days prior to the actual enforcement provided however that in case of stealing, use of alcohol or drugs, fighting, insubordination, recklessness resulting in a serious accident while on duty and/or carrying of unauthorized passengers, disciplinary action may be taken immediately without the requirement of said notice.

Copies of all notices of disciplinary actions and appeals shall be transmitted to the Union.

**Section 2** In any disciplinary action initiated by the Town against any employee of the department on the basis of a charge or complaint arising outside or inside the department, such charge or complaint shall be put in writing and signed and the employee involved shall receive a copy thereof when he requests same in writing not later than three (3) working days of such notice.

Verbal and written warnings shall be removed from an employee's file after eighteen (18) months from the date of the warning, provided the employee has no other infractions for the same type of offense. If another similar infraction occurs within the eighteen (18) month period both warnings shall remain on the record for the period of eighteen (18) months from the date of the most recent action. Warnings will become null and void in accordance with the above, however, they will not be destroyed by the town until official permission is received from the State Public Records Administration.

The language set forth herein shall take effect July 1, 2012 and have no effect on past practice or records.

**Section 3** All disciplinary actions shall be for just cause. Disciplinary action may include: verbal warning, written warning, suspension and discharge. Any of the aforementioned may be independently invoked by the Town for just cause.

## **ARTICLE XI - PROTECTION OF RIGHTS**

**Section 1** It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of unions party to this Agreement and including primary picket lines at the Town's places of business.

**Section 2** It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which the Town undertakes

to perform as an ally of an employer or person whose employees are on strike and which service, but for such strikes, would be performed by the employees of the Town or person on strike.

## **ARTICLE XII - STEWARDS**

**Section 1** The Town recognizes the right of the Union to designate a member of the bargaining unit as steward for the purpose of representing employees in the adjustment of grievances in accordance with the grievance procedure (Article XIII) of this Agreement.

**Section 2** The Union shall have the right to remove the steward and appoint a new steward in his place at any time. The Union will give the Town written notice of any such changes within forty-eight (48) hours after they occur.

**Section 3** The Union shall give the Town written notice of the name of the steward upon signing of the Agreement.

**Section 4** The steward will be limited to the handling of grievances as provided in Section 1 above, except that the steward shall have the right to transmit to the proper representative of the Town written messages and information which originate with and are authorized by the Union.

**Section 5** The steward shall receive and forward grievances and shall spend no more time than is necessary in handling grievances so as not to interfere with the normal operation and procedure of business. The steward shall utilize the time between 7 a.m. and 8 a.m. or 2:30 p.m. and 3:30 p.m. for this function so as to not interfere with the order of daily work, unless discipline without notice is imposed pursuant to Article X, Section 1. A steward shall be paid by the Town at his regular hourly rate for the time reasonably spent during regular working hours in the adjustment of grievances under the grievance procedure. The steward shall be the last man laid off provided he is qualified to perform the required work.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

**Section 1** A "grievance" shall be defined as a claim by either the Town or employee that there has been a violation of specific terms of this Agreement.

**Section 2** The term "days" except where otherwise indicated, means working days.

**Section 3** In instances where reference is made to the First Selectman or a specific Town, it shall be understood that such reference can mean his designated representative also.

**Section 4** Grievances shall be handled in the following manner:

**Step 1** The Union steward and/or the aggrieved employee shall submit the grievance in writing to the Director of Public Works no later than five (5) days after the occurrence or five (5) days from when the aggrieved should have reasonably become aware of the alleged violation setting forth the specific provision of the contract allegedly violated and how the contract was allegedly violated. Failure to present a grievance within this time

limit shall constitute a waiver of the right to file the grievance. The Director of Public Works shall respond, in writing, to the grievance within five (5) days of receipt of the grievance. If denied, the Director of Public Works shall provide the basis for the denial.

**Step 2** If the grievance is not settled at the first step, the Union Steward and/or the Business Agent and the aggrieved employee(s) shall present the grievance in writing to the First Selectman within five (5) days of receipt of the Step 1. The First Selectman and/or his/her representative, shall meet with the Union Steward and/or the Business Agent and aggrieved employee(s) within five (5) working days after receipt of such written grievance. The First Selectman shall respond to the grievance, in writing, within five (5) days of the meeting. If denied, the First Selectman shall provide the basis for the denial.

If Steps 1 and 2 hereof have been complied with and a settlement of the grievance has not been affected, the matter shall proceed to Step 3.

**Step 3** If no settlement is effected at Step 2, only the Town or the Union may process the grievance to arbitration by submitting the same to the Alternative Dispute Resolution Center with a copy to the other party. The arbitrator shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Town, the employee(s) and the Union. The arbitrator's award shall be final and binding as provided by law. He/she 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 the provisions of this agreement. Cost of arbitration shall be equally borne by the Town and the Union. It is understood that each party is responsible for its own costs of legal counsel, expert witnesses and other expenses not normally considered the mutual responsibility of both sides.

**Section 5** When the Town or the Union fails to render a decision within the time limits specified in the grievance procedure, the Town or the Union may proceed to the next step of the grievance procedure.

**Section 6** The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible and as quickly as possible to insure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amiable solution.

#### **ARTICLE XIV - DISCRIMINATION**

**Section 1** The Town will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. The Town will not discriminate with respect to hire, tenure of employment or any other term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union.

An alleged violation of this provision of the collective bargaining agreement shall not be subject to step 3 of the grievance and arbitration procedure set forth in Article XIII.

**Section 2** The Town agrees that there shall be no discrimination against a steward or member of the Union for his Union activity.

An alleged violation of this provision of the collective bargaining agreement shall not be subject to step 3 of the grievance and arbitration procedure set forth in Article XIII.

**Section 3** No person in the classified service of the Highway Department of the Town or seeking admission thereto shall be favored or discriminated against in any way because of his race, national origin or political or religious opinions or affiliations. No person in said service shall willfully make or cause to be made any false statement, certificate, mark, rating or report in regard to any test, certification, promotion, demotion, removal or appointment held or made under the provisions of the Town charter or in any manner commit or attempt to commit any fraud preventing the impartial execution of the charter provisions. No person or said service shall, either directly or indirectly, solicit, pay, render, receive or give money, service or other valuable thing to any other person for, or on account of or in connection with, any test, appointment, promotion, demotion, layoff or dismissal.

An alleged violation of this provision of the collective bargaining agreement shall not be subject to step 3 of the grievance and arbitration procedure set forth in Article XIII.

#### **ARTICLE XV - ALTERATION OF AGREEMENT**

**Section 1** No agreement, alteration, understanding, variation, waiver or modification or any of the terms of conditions or covenants contained herein shall be made by any employee or group of employees within the Highway Department with the Town and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

**Section 2** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

**Section 3** **SUCCESSOR AGREEMENT** - In the event a successor agreement is not reached prior to the termination of this Agreement, the Town and the Union will extend the duration of this Agreement until such time as a successor agreement is reached.

**Section 4** **SAVINGS CLAUSE** - Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force.

#### **ARTICLE XVI - BULLETIN BOARDS**

The Town will furnish bulletin board space in the Highway Department building so that the Union may provide for its announcements. Bulletin board space shall not be used to display

material that is of a partisan political nature or is inflammatory or derogatory to the Town or any of its administrators or employees. The Union shall limit the posting of its notices and bulletins to such bulletin board space.

### ARTICLE XVII - GENERAL

The following conditions of employment are to be considered a part of this Agreement:

- (a) Two fifteen (15) minute rest periods per day, one in the morning between the second and third hour and one between the sixth and seventh hour in the afternoon at the direction of the Supervisor.
- (b) One-half (½) hour lunch period (not paid).
- (c) When it is raining, the Town will continue to find work for the employees.
- (d) Any employee who is out of work with an injury covered by workers' compensation shall be allowed to use his accumulated sick leave to supplement workers' compensation payments so that his total straight time weekly income is equal to the income he received prior to the injury covered by workers' compensation payments so that his total straight time weekly income is equal to the income he received prior to the injury.
- (e) When plowing snow, a minimum of two (2) employees will be called in.
- (f) Employees using town equipment for personal use without authorization from the Director of Public Works, Road Foreman or the First Selectman shall be subject to disciplinary action.
- (g) The following language applies only to those employees hired after a CDL license became law and to all future bargaining unit employees of the Highway Department:

A valid commercial driver's license is a requirement of this job. In the event of loss of a commercial driver's license by an employee covered by this agreement, the Town shall provide alternative duty for the period of ninety (90) days and forty-five (45) days for the loss of regular driver's license. If the employee's CDL or regular driver's license has not been re-instated by the end of the ninety (90) days for a CDL, or forty-five (45) days for a regular license, immediate discharge shall be in effect.

- (h) After submission of a request for reimbursement, unless otherwise addressed in this Agreement, the employee shall receive reimbursements on Friday of the subsequent week that accounts payables are paid.
- (i) The Town may equip all vehicles with Global Positioning Systems (GPS). GPS installed in Town vehicles may be used for, including but not limited to, efficiency, emergencies, safety and/or discipline. The Town will advise the Union which vehicles contain GPS.

The Town agrees that in cases of discipline, it will obtain additional evidence through investigation or other techniques to verify GPS information.

- (j) All bargaining unit employees hired on or after July 1, 2012 shall be paid via direct deposit. Accordingly, all remuneration owed to such employees shall be paid via direct deposit. Such bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.
- (k) If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.
- (l) In the event that either the federal government or the Governor or his designee declares a state of emergency, all bargaining unit employees are considered essential personnel and therefore are expected to report to work, unless excused by the Director of Public Works or his/her designee.

#### **ARTICLE XVIII - UNIFORMS - PROTECTIVE CLOTHING**

The Town shall provide foul weather gear, including eight inch boots and uniforms which shall be required in the performance of the employee's duties. Such gear shall be worn and maintained as prescribed by the Town and while working for the Town during working hours. The Town shall provide each employee with one winter jacket and replace when reasonably worn out. Uniforms and protective gear are to be worn during working hours.

#### **ARTICLE XIX - ACCESS TO PREMISES**

Union staff members shall be permitted to enter the Highway Department facilities at any reasonable time for the purpose of discussing, processing or investigating filed grievances or fulfilling its role as collective bargaining agent, provided that they give notice prior to arrival, or if that is not possible, provided that they give notice of their presence immediately to the supervisor in charge and do not interfere with the performance of duties.

#### **ARTICLE XX - JOB ASSIGNMENTS**

The Town shall have the right to assign employees to work on jobs outside of the employee's classification, if the employee is qualified. If the employee works at a job normally requiring a higher job classification, he shall be paid at the higher rate for any/all hours worked at the higher grade.

#### **ARTICLE XXI - INSURANCE**

**Section 1** The Town shall provide eligible employees with the employee's choice of either Option A or Option B for health insurance coverage with the applicable premium shares set forth herein.

**Section 2** The Town shall have the right to select carriers for the insurance covering its employees, provided that the level of benefits remain comparable on an overall plan benefit basis, and the Town shall notify the Union sixty (60) days prior to any changes being made.

**Section 3**

**Option A:**

A High Deductible Health Plan (HDHP) with \$2,000/\$4,000 deductible. Excess of deductible 100% in network, 80% out of network, \$4,000/\$8,000 cost share maximum.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$0.00 Generic/ \$15.00 Brand Name/ \$30.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Effective January 1, 2019 the Town will fund 40% of the deductible on an annual basis (deposited biannually).

Effective January 1, 2020 the Town will fund 40% of the deductible on an annual basis (deposited biannually).

Effective January 1, 2021 the Town will fund 40% of the deductible on an annual basis (deposited biannually).

The parties acknowledge that the Town contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The employee will be responsible for opening a Health Savings Account (HSA) and for any bank fees associated with maintaining the HSA. The Town will make provisions for a before tax direct deposit payroll deduction for employees who elect the HDHP.

An employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Town after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through December 31<sup>st</sup> of the applicable plan year.

The HDHP described in Option A, Section 1 shall be the core insurance plan.

For any eligible employee wishing to remain in the PPO plan (Option B), the Town will contribute toward the cost of that plan, an amount equal to the following: the dollar amount contributed by the Town toward the premium of the HDHP premium. Only employees enrolled in the PPO Plan as of June 30, 2018, may maintain coverage under such plan.

Any eligible employee remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Town toward the HDHP and the full cost of the PPO plan.

**Option B:**

Unlimited in-network home and office maximum.

Effective July 1, 2015 in-network co-payments of: \$25.00 for office services, \$100 for emergency room services, \$100 for urgent care, \$200 for outpatient surgery, \$500 for in-patient hospital co-pay per admission.

Services provided outside the network are subject to payment by the employee of a deductible of \$200 for an individual, \$400 for a 2-person family and \$500 for a family of 3 or more, and 20%/80% coinsurance for the first \$1,000 for an individual, \$2,000 for a 2-person family, and \$2,500 for a family of 3 or more, after which covered services are reimbursed at 100% to the plan maximum of \$1,000,000.00. Benefits under the plan are described in the Master Group Policy on file with the Town.

Prescription Coverage - The Town will also provide a municipal three tier managed prescription drug rider to the health plan with an unlimited maximum and an employee co-payment of \$5.00 for generic, \$25.00 for listed brand name drugs and \$40.00 for non-listed brand name drugs (2x mail order, no infertility drugs). The plan requires the use of generic drugs unless the physician specifically prescribes otherwise.

Employee annual premium share contributions for medical (including vision and pharmaceutical) by payroll deduction shall be:

**Option A**

<u>January 1, 2019</u>	<u>January 1, 2020</u>	<u>January 1, 2021</u>
13%	14%	15%

Eligible employee's insured on a spouse's insurance plan may elect to waive on an annual basis Town provided health insurance coverage. Such employees shall receive an annual stipend equal to 10% of the cost of the health insurance premium (not including the cost of the prescription rider or dental coverage in such figure) for applicable health insurance (defined as health insurance that he/she is eligible to elect) to a maximum of \$2,500.00.

In the event that the employee re-enrolls for Town provided health insurance, the employee shall reimburse the Town a pro-rata portion of the money he/she received for waiving the insurance.

The date for election to waive coverage shall be July 1<sup>st</sup> in each contract year. Eligible employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the First Selectperson.

Employees who elect dental insurance, shall pay a premium share contribution in accordance with the following:

<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>
19.5%	20%	20%

**Section 4** Employees will have the option to have their contribution toward medical premiums pre-taxed.

**Section 5** All employees who have completed one (1) year of service shall be covered by a \$20,000 life insurance policy.

### ARTICLE XXII - SICK LEAVE

**Section 1** Each full time employee shall be entitled to sick leave in accordance with Article XXII, Section 2.

**Section 2** Sick leave shall be granted and at the rate of one hundred four (104) hours per year of this contract, with a maximum accumulation of one hundred (100) days during the employee's term of employment. Upon retirement the employee who has at least ten (10) years of service shall receive one half (½) pay for the days accumulated by his/her.

**Section 3** Sick leave shall be granted for absence from duty because of illness, non-compensable bodily injury or disease, exposure to contagious disease or attendance upon members of the immediate family whose illness required the care of such employee. Immediate family defined for the purpose of these rules to be father, mother, brother, sister, wife, husband or children related either by blood or marriage to the employee. Sick leave may be utilized to keep medical and/or dental appointments for self or members of immediate family. It is agreed and understood that sick leave will be used for the reasons stated in this paragraph. It is the responsibility of the Town to determine and document if there is an abuse of sick leave or a pattern of absenteeism and to notify the employee that such a pattern will not be tolerated. Any abuse of sick leave or pattern of absenteeism will be subject to the provisions of Article X.

The Town may require a note from the physician treating the employee for the illness causing the sick day or other proof of illness if sick leave: (a) extends beyond three (3) consecutive work days in duration; (b) demonstrates an abuse of sick leave; or (c) if there is a pattern of absenteeism. The Town may deny payment for sick leave if an appropriate physician's note is not provided by the employee.

**Section 4** When an employee finds it necessary to be absent for any of the reasons specified herein, he or a member of his immediate family shall report the same to his department before

7:00 a.m. of each working day of absence, except that where a relief employee is required, such report as far as practicable must be made at least one-half (½) hour before the hour to report for work as provided in the rules of the department concerned. Sick leave shall not be granted unless such report has been made. Employees reporting illness on the job shall be paid for the actual time worked and the balance of the day shall be charged to sick leave.

**Section 5** Approved sick leave may be taken in one-half (½) hour increments for attendance at medical or dental appointments for the employee or members of his/her immediate family, as defined above, with one (1) day advance notice to the Director of Public Works.

**Section 6** In the event of an employee's death his spouse and/or minor children shall receive on the basis of the employee's current wages full compensation of any of the employee's unused accumulated sick leave.

### **ARTICLE XXIII – PERSONAL LEAVE**

Each employee shall have thirty-two (32) hours of paid personal leave each year of the Agreement. Employees shall give the immediate supervisor a one (1) day notice except in the case of an emergency. If more than one (1) employee selects the same day, seniority shall apply and the most senior employee will be granted the personal day (provided, however, if less senior employee(s) were previously granted the time off, seniority shall not apply to such situations). Additional employee(s), in seniority order, may be granted the personal day based on the operational needs of the Department of Public Works (as determined by the Department of Public Works Director). Personal days may be taken in four (4) hour increments (or five (5) hour increments on ten (10) hour workdays).

### **ARTICLE XXIV - NO STRIKE CLAUSE**

**Section 1** 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 mass resignations, or other similar forms of interference with the operation of the department.

**Section 2** Any or all employees participating in such strikes or other prohibited activity described above in this article shall be subject to appropriate action by the Town, including discharge. The Town shall not lock out members of the bargaining unit during the life of this Agreement.

### **ARTICLE XXV - JURY LEAVE**

An employee of the Town who is required to serve as a juror shall be entitled to a leave of absence with pay. The amount of compensation shall be the difference between his compensation for jury duty and the amount due him as an employee. The employee will submit a certification showing the number of days served.

## ARTICLE XXVI - MILITARY LEAVE

**Section 1** Any employee required to undergo field training with a reserve component of the Department of Defense or any other state militia shall be entitled to a leave of absence not to exceed two (2) weeks in any calendar year, with the exception of a national or state emergency as declared by the President of the United States or the Governor of the State of Connecticut.

**Section 2** The amount of compensation shall be the difference of his military pay and the amount due him as an employee. If his military pay exceeds his compensation as an employee, the military pay shall prevail.

**Section 3** Any employee who is required to serve on active duty shall, at the end of his tour duty, be re-employed by the Town. He must, within sixty (60) days, reapply for employment or lose his re-employment rights. He shall be credited for such absence with years of service and rights of seniority.

## ARTICLE XXVII - FUNERAL LEAVE

**Section 1** All employees shall be granted funeral leave with pay for a maximum of three (3) consecutive work days ending on the day of the funeral for their immediate family who consists of mother, father, wife, husband, son, daughter, sister, brother, grandparents or stepparents.

**Section 2** All employees may be granted funeral leave with pay for a maximum of one (1) work day for the purpose of attending the funeral for the following: brother and sister-in-law, blood line niece, nephew, uncle and aunt, mother-in-law or father-in-law. Verification of relationship is to be presented to Town by employee.

**Section 3** In the case of employee's spouse, such leave shall not exceed four (4) days.

## ARTICLE XXVIII - PENSION

The Pension is the results of a binding interest award dated December 16, 1988, Case # 8788M8A-28. The Town, a municipality as defined in Section 7 - 425 of the General Statutes as amended, accepts Part 11 of Chapter 113 of the General Statutes as amended, for Participation in Fund B of the Connecticut Municipal Employees Retirement Fund as to the East Haddam Highway Department bargaining unit.

The Town shall maintain the present plan for employees hired prior to July 1, 2012.

All employees hired for a bargaining unit position on or after July 1, 2012, are entitled to participate in the Town of East Haddam's Group Retirement Plan in accordance with the plan's eligibility requirements. Such employees may contribute a percentage of their salary.

An employee hired for a bargaining unit position on or after July 1, 2012 will enter the plan on the July 1<sup>st</sup> coinciding with or next, following their date of employment.

Effective July 1, 2012, the Town will contribute a maximum of five percent (5%) annually as a match of the employee's contribution of five percent (5%) to the Town of East Haddam's Group Retirement Plan. The employee may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law (with no additional match by the Town beyond the match of the employee's contribution of five percent (5%)).

Enrollment cards and a group retirement plan booklet, containing general provisions and other pertinent information regarding the pension plan are available in the Selectperson's Office upon request of the employee.

#### **ARTICLE XXIX - LEAVE WITHOUT PAY**

- A. Leaves of absence without pay may be granted by the Board of Selectmen for a limited, definite period not to exceed up to one (1) year for the following reasons:
  - 1. For health reasons, upon advice of the employee's treating physician subject to the review and recommendation of the Board of Selectmen and also subject to a submission from the employee's physician treating the employee for the health reason causing the absence that specifically addresses the reason for the need for the leave and the proposed period of the leave. The Board of Selectmen, at their discretion, may require the employee to undergo an evaluation (at the Town's expense) with respect the employee's medical condition;
  - 2. For other personal reasons subject to the review and recommendation of the Board of Selectmen.
- B. Application for such leave of absence must be made in writing stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is requested, it must be approved by the Board of Selectmen.
- C. Accumulated seniority shall not be lost during the leave of absence.
- D. The employee shall re-enter at a wage to be no lower than that received at the start of the leave.
- E. Employees who are taking leave which is not a leave under the Federal FMLA are eligible for the Town's insurance plans at no expense to the Town (with the employee paying the full premium and deductible).
- F. During the period of absence, the employee shall not be engaged in gainful employment. Failure to comply with this provision shall be cause for immediate termination.
- G. The Town will notify the union upon granting a leave of absence.

**ARTICLE XXX - CREDIT UNION**

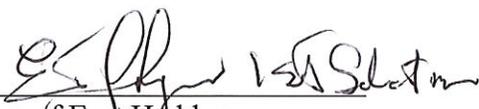
The Town agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Town written authorization to make such deductions. The amount so deducted shall be remitted to the Teamsters Credit Union once each month. The Town shall not make deductions and shall not be responsible for remittances to the Credit Union for any deductions for those weeks in which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

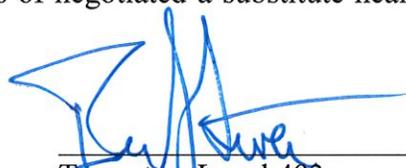
**ARTICLE XXXI - ADMINISTRATIVE DUES**

Effective July 1<sup>st</sup>, 1990 and continuing thereafter in accordance with the terms of an individual and voluntary written authorization for check off of membership dues in form permitted by the provisions of section 302 (c) of the Labor Management Relations Act of 1947, as amended, the Town agrees to deduct weekly from the wages of such employee covered by this Agreement who signs such authorization, an amount directed by the authorization card as the regular periodic monthly dues (to be deducted from the wages for the third week of the month) and weekly with respect to the amount established as administrative dues. All monies collected for the regular monthly dues and administrative dues by the Town shall be held in trust by the Town until paid monthly by the 10<sup>th</sup> day of the month following the month in which they were deducted.

**ARTICLE XXXII - DURATION**

This Agreement shall become effective as of the first day of July 2018 to June 30, 2021 at which time either party may serve written notice one hundred and twenty (120) days previous of their desire to negotiate a new Agreement. Should neither party give such one hundred and twenty (120) day notice, this Agreement shall remain in full force and effect until such notice is given for one hundred and twenty (120) days thereafter. In the event that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to reopen this Agreement for the limited purposes of negotiated a substitute health insurance plan and premium share contributions.

  
\_\_\_\_\_  
Town of East Haddam

  
\_\_\_\_\_  
Teamsters Local 493

DATE: 9/20/18

DATE: 9/20/18

**EXHIBIT 1  
ARTICLE V HOLIDAYS**

**Part A: (observed days for holiday pay under Article V, Section 1)**

	<u>Day</u>	<u>Paid Holiday Observed</u>
<b>NEW YEAR'S EVE (1/2 DAY)</b>	Sunday	Friday
	Monday	Monday
	Tuesday	Tuesday
	Wednesday	Wednesday
	Thursday	Thursday
	Friday	Thursday
	Saturday	Friday
<b>NEW YEAR'S DAY</b>	Sunday	Monday
	Monday	Monday
	Tuesday	Tuesday
	Wednesday	Wednesday
	Thursday	Thursday
	Friday	Friday
	Saturday	Friday
<b>MARTIN LUTHER KING</b>	Legal Observed Day	
<b>PRESIDENT'S DAY</b>	Legal Observed Day	
<b>GOOD FRIDAY</b>	Legal Observed Day	
<b>MEMORIAL DAY</b>	Legal Observed Day	
<b>INDEPENDENCE DAY</b>	Sunday	Monday
	Monday	Monday
	Tuesday	Tuesday
	Wednesday	Wednesday
	Thursday	Thursday
	Friday	Friday
	Saturday	Friday
<b>LABOR DAY</b>	Legal Observed Day	
<b>COLUMBUS DAY</b>	Legal Observed Day	
<b>VETERAN'S DAY</b>	Sunday	Monday
	Monday	Monday
	Tuesday	Tuesday

Wednesday	Wednesday
Thursday	Thursday
Friday	Friday
Saturday	Friday

**THANKSGIVING DAY** Fourth Thursday in November

**DAY AFTER THANKSGIVING** Friday after Thanksgiving

<b>CHRISTMAS EVE (1/2 DAY)</b>	Sunday	Friday
	Monday	Monday
	Tuesday	Tuesday
	Wednesday	Wednesday
	Thursday	Thursday
	Friday	Thursday
	Saturday	Friday

<b>CHRISTMAS DAY</b>	Sunday	Monday
	Monday	Monday
	Tuesday	Tuesday
	Wednesday	Wednesday
	Thursday	Thursday
	Friday	Friday
	Saturday	Friday

**NOON SHALL MEAN 11:00 A.M.**

**Part B: (observed days for holiday pay rate for call ins under Article III, Section 4)**

<b>NEW YEAR'S DAY*</b>	Sunday	Friday 11:00 a.m. to Tuesday 7 a.m.
	Monday	Friday 11:00 a.m. to Tuesday 7 a.m.
	Tuesday	Monday 11:00 a.m. to Wednesday 7 a.m.
	Wednesday	Tuesday 11:00 a.m. to Thursday 7 a.m.
	Thursday	Wednesday 11:00 a.m. to Friday 7 a.m.
	Friday	Thursday 11:00 a.m. to Monday 7 a.m.
	Saturday	Thursday 11:00 a.m. to Monday 7 a.m.

**MARTIN LUTHER KING** Legal Observed Day

**PRESIDENT'S DAY** Legal Observed Day

**GOOD FRIDAY** Legal Observed Day

**MEMORIAL DAY** Legal Observed Day

<b>INDEPENDENCE DAY</b>	Sunday	Monday
	Monday	Monday only
	Tuesday	End of the work day on Monday through Tuesday
	Wednesday	Wednesday only
	Thursday	Thursday
	Friday	Friday only
	Saturday	Friday and Saturday

**LABOR DAY** Legal Observed Day

**COLUMBUS DAY** Legal Observed Day

<b>VETERAN'S DAY</b>	Sunday	Monday
	Monday	Monday
	Tuesday	Tuesday
	Wednesday	Wednesday
	Thursday	Thursday
	Friday	Friday
	Saturday	Friday

**THANKSGIVING DAY** Fourth Thursday in November

**DAY AFTER THANKSGIVING** Friday after Thanksgiving

<b>CHRISTMAS DAY**</b>	Sunday	Friday 11:00 a.m. to Tuesday 7 a.m.
	Monday	Friday 11:00 a.m. to Tuesday 7 a.m.
	Tuesday	Monday 11:00 a.m. to Wednesday 7 a.m.
	Wednesday	Tuesday 11:00 a.m. to Thursday 7 a.m.
	Thursday	Wednesday 11:00 a.m. to Friday 7 a.m.
	Friday	Thursday 11:00 a.m. to Monday 7 a.m.
	Saturday	Thursday 11:00 a.m. to Monday 7 a.m.

**NOON SHALL MEAN 11:00 A.M.**

\*Includes New Year's Eve

\*\*Includes Christmas Eve

**ADDENDUM A**  
**Subcontracting of Winter Snowplowing/Sanding Operations**

**1. Call Out procedure for winter snowplowing and sanding:**

- a.) Town Highway department employees will be called to work (Called-Out) in order of seniority with all employees of the Town Highway Department to be called to work prior to a subcontractor call-out. The determination of number of employees to be called-out shall be within the discretion of the First Selectman, Public Works Director or Road Foreman (hereinafter designated as the On-Call Supervisor).

Subcontractors will be called-out for winter storms with predicted accumulations of (4) inches or more or when Town vehicles or when personnel are unavailable for work. Subcontractors will be called "as needed" based on road conditions and predicted weather forecasts, the on-call Supervisor will determine the number of contractors, call-out time and length of service for each contractor.

**2. Equipment and labor supplied by Subcontractors:**

- a). Three subcontractor dump trucks outfitted with V-Jet sanders will be used to plow and/or sand the following areas:

- 1). Moodus Estates, Moodus Lake Shores, and Sipples Hill Estates
- 2). Lake Hayward Associations
- 3). A portion of North Plain Area

- b). Additional subcontractors will be used to support Town crews on an "as need" basis to plow school parking lots, gravel roads, cul-de-sacs and intersections. Based on road conditions, the on-call Supervisor will determine the call-out time and length of service for each additional subcontractor. If a subcontractor is used to plow school parking lots and/or municipal lots, at anytime Monday through Friday, the subcontractor may, at the discretion of the supervisor, sand the same area that he/she plowed.

In addition to outside contractors, the Town may use Transfer Station employees to assist with snow, ice or other inclement weather conditions when the needs of the Town require their assistance and all available bargaining unit employees regularly assigned to such work have first been offered the opportunity to perform the work. Accordingly, the Town may use Transfer Station employees to engage in snow and ice control including, at the discretion of the Director of Public Works, the assignment of a regular snow plowing route. Over the duration of the snow season, the Transfer Station employees shall not be given any more overtime pertaining to snow and ice removal than the members of the Union.

When a Transfer Station employee operates a plow for: (a) snow removal; (b) ice removal; or (c) the removal of other debris caused by inclement weather conditions, he/she shall receive the applicable Driver-Laborer wage rate set forth herein for the performance of these duties.