

TOWN OF EAST HADDAM

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 30
(Transfer Station)**

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

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TOWN OF EAST HADDAM (Transfer Station)
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 30

October

This Agreement made and entered into as of 17th day of August 2018 by and between The Town of East Haddam, Connecticut (herein referred to as the "Employer") and the International Union of Operating Engineers, Local 30 (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 Transfer Station 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 Employer's merit system shall not be altered to the detriment of the employees or Town involved.

ARTICLE I - RECOGNITION

Pursuant to the certification by the Connecticut Labor Relations Board dated December 1, 2008 and in accordance with and subject to the provisions of all applicable statutes of the State of Connecticut, the Town recognizes the International Union of Operating Engineers, Local 30 as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time employees of the Transfer Station who regularly work thirty (30) or more hours per week, excluding the Director of Public Works.

ARTICLE II - MANAGEMENT RIGHTS

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 the Transfer Station 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 Transfer Station employees; the relief from duty of said employees because of lack of work or for any other legitimate reasons; the creation, modification and implementation of job

descriptions; and, the institution of any necessary actions to carry out the employee's mission in emergencies.

ARTICLE III – UNION SECURITY AND DUES CHECK-OFF

Section 1. All present employees who are members of the Local Union on the date of execution of this Agreement may remain members in good standing by paying the Union membership dues and fees uniformly required as a condition of membership.

Section 2. Employees subsequently hired or transferred into bargaining unit positions may on or before the 31st day of employment become and remain members of the Union in good standing by paying the Union membership dues and fees uniformly required as a condition of membership.

Section 3. The Town agrees that upon the written authorization of any employee in the bargaining unit, it will deduct from the wages of such employee an amount authorized by the employee for the purposes of paying Union dues and fees. Such deduction shall be discontinued only in the event of termination of employment of the employee from bargaining unit or upon the conditions set forth on the check-off card. All such check-off forms shall be submitted to the Town at least thirty (30) calendar days prior to implementation.

Section 4. The Town shall remit to the Secretary-Treasurer of the Union once each month (by the 10th day of the month following the month in which the dues and/or fees were deducted) together with a list of the employees from which such deductions have been made and the amounts deducted.

Section 5. The Local 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 Article.

ARTICLE IV - HOURS OF WORK

Section 1. The workweek for full-time employees shall be Sunday through Saturday.

Full-time employees shall work a four (4) day workweek.

The workday for full-time employees shall be Monday, Wednesday and Friday from 7:00 a.m. to 5:15 p.m. and Saturday from 7:00 a.m. to 4:15 p.m., except as noted in Article XVII, Section 3.

Section 2. Full-time employees who work more than forty (40) hours in any one (1) work week or in excess of their regular workday shall be compensated for overtime when such overtime is authorized by the First Selectman or the Director of Public Works. 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. 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 3. Employees shall punch their own time cards unless otherwise authorized.

Section 4. No overtime shall be paid to any employee unless previously authorized by the First Selectman or the Director of Public Works.

Section 5. 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 work 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 work 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 the Director of Public Works' designee.

Section 6. For all hours worked on a Sunday or a holiday listed in Schedule A or Schedule B or Schedule C (and the transfer station is closed in observation of such holiday), the employee shall receive overtime wages at the rate of two times (2x) his regular wage rate.

An employee that is absent from work and thus has not worked forty (40) hours during the work week that he worked the Sunday or holiday shall not be eligible for double time due to such absence. Sick leave, vacation or funeral leave shall not be considered as an absence.

ARTICLE V - WAGES

Section 1. The hourly rate for full-time employees covered by this Agreement is as follows:

Transfer Station Operators	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>
	2.25%	2.25%	2.25%
Step 1	\$17.90	\$18.30	\$18.71
Step 2	\$18.99	\$19.42	\$19.86
Step 3	\$20.11	\$20.56	\$21.02
Step 4	\$21.24	\$21.72	\$22.21
Step 5	\$22.35	\$22.85	\$23.36
Leadman	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>
	2.25%	2.25%	2.25%
Step 1	\$22.05	\$22.55	\$23.06

Step 2	\$23.43	\$23.96	\$24.50
Step 3	\$24.80	\$25.36	\$25.93
Step 4	\$26.18	\$26.77	\$27.37
Step 5	\$27.56	\$28.18	\$28.81

Employees shall move up one (1) step on July 1st of each contract year. In the event that a Transfer Station Operator is promoted to the leadman position, if he is at step 5 of the Transfer Station Operator salary schedule at the time of the promotion, his starting wage rate shall be at step 2 of the Leadman salary schedule, otherwise he will be at Step 1 of the Leadman salary schedule. 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.

ARTICLE VI - HOLIDAYS

Section 1. The following holidays shall be recognized as days off with pay for all full-time employees:

<u>Schedule A</u>	<u>Schedule B</u>	<u>Schedule C</u>
Martin Luther King Day	New Year's Day	New Years Eve Day (1/2 day)
President's Day	Independence Day	Christmas Eve Day (1/2 day)
Good Friday	Veterans Day	
Memorial Day	Thanksgiving Day	
Labor Day	Christmas Day	
Columbus Day		
Day after Thanksgiving Day		

Schedule A For holidays listed in Schedule A above, eligible employee shall receive holiday pay for such holiday as part of his regular remuneration for the work week.

Schedule B For holidays listed in Schedule B, in the event that the observed holiday for all other Town employees falls on a day that the Transfer Station is regularly closed (Tuesday or Thursday), in lieu of pay, eligible employees shall receive accumulated time which may be used on a later work day during the same contract year with advance approval of the Director of Public Works.

In the event that the observed holiday for all other Town employees falls on a day that the Transfer Station is regularly open (Monday, Wednesday, Friday or Saturday) and the Transfer Station is closed in observance of the holiday, except as set forth in Section 2 below, the eligible employee shall receive holiday pay for such holiday as part of his regular remuneration for the work week. Holiday pay shall be based on the employee's regular work hours for the day the holiday falls on.

Schedule C On New Years Eve Day and Christmas Eve Day, if the Transfer Station is open, the gates to the transfer station will close at noon. Employees shall remain on site until all residents have left the facility and the facility is secured. The employee's total remuneration (work hours

plus holiday pay) for such day shall be based on the employee's regular work hours for the day the holiday falls on.

If New Years' Eve or Christmas Eve falls on a Saturday or Sunday, the Transfer Station will close at noon on Saturday. Employees shall remain on site until all residents have left the facility and the facility is secured. The employee's total remuneration (work hours plus holiday pay) for such day shall be nine and one-quarter (9.25) hours.

If New Years Eve Day and Christmas Eve Day fall on a Tuesday or Thursday, eligible employees shall receive five and one-quarter (5.25) hours of accumulated time which may be used on a later work day during the same contract year with advance approval of the Director of Public Works.

Section 2. When a holiday falls on a Saturday and the Transfer Station is closed due to the holiday, the eligible employee will receive holiday pay for such holiday as part of his regular remuneration for the work week and not the day observed for other Town employees. Accordingly, the employee shall work on the day observed for other Town employees.

Section 3. To be eligible for holiday pay, an employee must work the last scheduled workday before the holiday and the first scheduled workday after the holiday. Absence from the last scheduled workday before or the first scheduled workday after the holiday will be excused only for: (1) attendance at court as a witness under subpoena; (2) jury duty; (3) death in the employee's immediate family; (4) approved paid vacation time, if applicable; or (4) illness authenticated by a note from the doctor who treated the employee for the illness that caused the absence or prearranged absence taken with the approval of the First Selectman or the Director of Public Works.

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.

ARTICLE VII - ANNUAL VACATION

Section 1. Full-time employees hired for a bargaining unit covered by this Agreement prior to July 1, 2018 are eligible for paid vacation time in accordance with the following:

Length of Service

After 1 year
After 2 years
After 5 years
After 10 years
After 20 years

Annual Vacation

40 hours paid time
80 hours paid time
120 hours paid time
160 hours paid time
200 hours paid time

Full-time employees hired for a bargaining unit covered by this Agreement on or after July 1, 2018 are eligible for paid vacation time in accordance with the following:

Length of Service

After 1 year
After 2 years
After 5 years
After 10 years

Annual Vacation

40 hours paid time
80 hours paid time
120 hours paid time
160 hours paid time

Section 2. If an eligible employee takes his vacation during a period which includes one of the holidays granted under this Agreement, he shall not be charged with the vacation day.

Section 3. Eligible employees who are separated and who have accrued vacation to their credit at the time of separation shall be granted the vacation accrued prior to separation date, provided, any vacation credited on the employee's anniversary date in his last year of employment with the Town shall be prorated for such payout.

Section 4. 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 5. Upon request, the eligible employee may carry over forty (40) hours of vacation time. Such carryover time must be used at a mutually agreed-upon time. Any time not carried over will be paid at the end of the fiscal year.

Section 6. 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.

ARTICLE VIII – COMPENSATORY TIME

Section 1. Compensatory time shall be earned at a rate of one and one-half (1.5) hours for each hour worked in excess of forty (40) hours in a work week (two (2) hours for work performed on Sundays or holidays). 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 Transfer Station (as determined by the Department of Public Works Director).

ARTICLE IX - INSURANCE

Section 1. The Town shall provide eligible full-time employees with health insurance coverage with the applicable premium shares set forth below. In addition to the plans offered to employees, the Town reserves the right to offer alternative health plan(s) that employees, on a voluntary basis, may elect, with the applicable premium shares set forth in Section 3 below.

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, and the Town shall notify the Union sixty (60) days prior to any changes being made.

Section 3.

A. HDHP Plan

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 forty percent (40%) of the deductible on an annual basis (deposited biannually).

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

Effective January 1, 2021 the Town will fund forty percent (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 31st of the applicable plan year.

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

<u>Effective upon ratification</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>
11.5%	12.5%	13.5%

Effective upon ratification, all eligible employees shall pay seventeen and one-half percent (17.5%) of the cost of applicable dental insurance premiums. Effective July 1, 2019 all eligible employees shall pay eighteen and one-half percent (18.5%) of the cost of applicable dental insurance premiums. Effective July 1, 2020 all eligible employees shall pay nineteen and one-half percent (19.5%) of the cost of applicable dental insurance premiums.

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 ten percent (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 two thousand five hundred dollars (\$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 1st 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.

Section 4. All employee contributions for medical premiums shall be based on a pre-taxed Section 125 Program.

Section 5. All full-time employees who have completed one (1) year of service shall be covered by a twenty thousand-dollar (\$20,000.00) life insurance policy.

ARTICLE X - SICK LEAVE

Section 1. Each full-time employee shall be entitled to sick leave in accordance with Section 2 below.

Section 2. Sick leave shall be granted and accrued at the rate of one hundred four (104) hours per contract year, with a maximum accumulation of eight hundred (800) hours during the employee's term of employment. Upon retirement an employee who has at least ten (10) years of service shall receive one-half ($\frac{1}{2}$) pay for the hours accumulated by him/her provided, any sick days granted on July 1st of the employees last year of employment shall be prorated for such payout.

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. Any abuse of sick leave or a pattern of absenteeism will be subject to the provisions of Article XVI.

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 is in excess of three (3) consecutive work days.

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 ($\frac{1}{2}$) 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. 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 and vacation time provided, any sick leave granted on July 1st of the employees last year of employment and vacation days credited on the employee's anniversary date in his last year of employment with the Town shall be prorated for such payout.

Section 6. Sick leave may be taken in one-half ($\frac{1}{2}$) 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.

ARTICLE XI - PERSONAL LEAVE

Full-time employees shall have forty (40) hours of paid time for personal leave each year of the Agreement. Personal days may be taken in two hour or full day increments. Employees shall give the Director of Public Works 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 only the most senior employee will be granted the personal day unless the Department of Public Works Director, in his/her discretion, grants an additional employee (or employees) such time off in seniority order.

ARTICLE XII - JURY LEAVE

An employee 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 XIII - MILITARY LEAVE

Military leave shall be provided in accordance with applicable state and federal law.

ARTICLE XIV - FUNERAL LEAVE

Section 1. Full-time employees shall be granted funeral leave with pay for a maximum of thirty and three quarters (30.75) hours of paid time (twenty-nine and three quarters (29.75) hours if one of the days is a Saturday) to be used on consecutive scheduled work days for the death of someone in their immediate family who consists of spouse, mother, father, son, daughter, sister, brother, grandparents or stepparents, provided that such time must be taken on consecutive work days as full day increments.

Section 2. Full-time employees may be granted funeral leave with pay for a maximum of ten and one-quarter (10.25) hours of paid time (nine and one-quarter (9.25) hours if the funeral is held on a Saturday) 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. Such time must be used as a full day increment.

ARTICLE XV - PENSION

Full-time employees are entitled to participate in the Town of East Haddam's Group Retirement Plan in accordance with the plan's eligibility requirements. Employees may contribute a percentage of their salary. An employee will enter the plan on the July 1st coinciding with or next, following their date of employment. The Town will match up to five percent (5.0%).

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 XVI - SAFETY AND HEALTH

Section 1. The Town shall notify the Union of all industrial accidents requiring medical attention which occur as soon as practical upon their occurrence.

Section 2. The parties agree that employees must wear safety equipment at all times during working hours.

Section 3. The Town agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for the transfer station crew employees and to make available to said employee's 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 he 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.

ARTICLE XVII - SENIORITY

Section 1. Seniority for employees governed by this Agreement shall be defined as the total length of continuous service since the employee's date of hire.

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

"Work day" shall be defined as days that the employee actually attended work.

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 one (1) year after layoff with due consideration given to ability to perform the required work.

An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to respond to such notice within (3) business days after receipt of such notification. Failure to respond within the three (3) day period shall be cause for removal from the recall list and a loss of all seniority rights.

In lieu of a layoff of a full-time employee, the Town may reduce the work hours of bargaining unit members, provided that such reduction in hours is: (1) equal; and (2) the reduction in hours

does not result in a work week of less than thirty-five (35) hours. Prior to reducing the hours of bargaining unit members in lieu of a layoff, the Union's Business Agent will be notified.

Section 4. An employee shall lose his/her seniority rights for any of the following reasons:

- (a) Resignation.
- (b) Discharge for just cause.
- (c) Retirement.
- (d) Failure to report from recall (notice of recall to be sent to the employee's last known address).
- (e) Expiration of recall rights.

ARTICLE XVIII - DISCHARGE AND DISCIPLINE

Section 1. A regular non-probationary employee shall not be disciplined and/or discharged except for just cause.

Section 2. Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

- 1. verbal warning.
- 2. written warning.
- 3. suspension without pay.
- 4. discharge.

Section 3. All notices of disciplinary action, except verbal warnings, must be in writing to the employee, with a copy to the Business Agent of the Union.

Section 4. Warnings shall not be used for further discipline after eighteen (18) months from the date of the discipline, provided no further discipline is given to the employee.

ARTICLE XIX - PROTECTION OF RIGHTS

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 primary picket lines at the Employer's places of business.

ARTICLE XX - 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 for the purpose of representing employees in the adjustment of grievances in accordance with the grievance procedure (Article XXI) 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. 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.

ARTICLE XXI - 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 calendar days.

Section 3. In instances where reference is made to the First Selectman or a specific Employer, 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 shall present the grievance in writing to the Director of Public Works or his designee not later than twelve (12) days after the occurrence or ten (10) days from when the aggrieved should have reasonably become aware of the alleged violation. Failure to present a grievance in writing within this time limit shall constitute a waiver of the right to file same. The Director of Public Works or his/her designee shall meet with the Union within twelve (12) days after receipt of such written grievance. The Director of Public Works or his/her designee shall render his decision within twelve (12) days after such meeting.

Step 2. If the grievance is not settled at Step 1, the Union shall present the grievance in writing to the First Selectman or his/her designee within twelve (12) days after the grievance was denied at step 1. The First Selectman or his/her designee shall meet with the Union within twelve (12) days after receipt of such written grievance. The First Selectman or his/her designee shall render his decision within twelve (12) days after such meeting.

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. The Town or the Union may process the grievance to arbitration by submitting the same to the ADRC (American 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 Employer, 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 fails to render a decision within the time limits specified in the grievance procedure, the Union may proceed to the next step of the grievance procedure. Time limits may be waived, provided such waiver is in writing and agreed to by the Town and the Union.

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 ensure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amiable solution.

ARTICLE XXII - 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 in 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 arbitration as set forth in step 3 of the grievance and arbitration procedure set forth in Article XXI.

Section 2. No employee of the Transfer Station of the Town shall be discriminated against in any way because of his/her race, national origin, political or religious affiliations, sexual orientation, age or disability.

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

ARTICLE XXIII - ALTERATION OF AGREEMENT

Section 1. No agreement, alteration, understanding, variation, waiver or modification or any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees within the Transfer Station 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 XXIV - BULLETIN BOARDS

The Town will furnish bulletin board space in the Transfer Station building for the Union. 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.

ARTICLE XXV - MISCELLANEOUS

Section 1. The following conditions of employment are to be considered a part of this Agreement:

- (a) 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.
- (b) Employees using Town equipment for personal use without authorization from the Director of Public Works or the First Selectman shall be subject to disciplinary action.
- (c) A valid driver's license is a requirement of the job. In the event that an employee loses his license, the Town will make every reasonable effort to provide alternative work to the employee during the period of time that the employee has lost his license.
- (d) If any illness or injury results in a disability, the Town shall have the right to retire or discharge the employee whenever the undisputed medical prognosis indicates that the employee will not be able to perform the essential functions of the position that the employee held prior to the injury or illness.

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

- (e) At all times, Transfer Station employees shall act in a professional manner toward one another and the public. Additionally, Transfer Station employees shall minimize conversations with the public in order to foster a professional work environment.

Section 2. The Town may continue to contract out services in accordance with current practices.

Section 3. All overtime shall be scheduled on an equitable basis. Except for as noted herein, the Town will schedule a minimum of two (2) employees for scheduled overtime (including snow removal at the facility and Town owned property and adjacent sidewalks). One (1) employee shall be scheduled for brush burning.

Section 4. At the discretion of the Town, bargaining unit employees will assist with removal of snow on Town owned property and adjacent sidewalks.

Section 5. At the discretion of the Town, bargaining unit employees may be scheduled for trash pick up in public areas and/or road side clean up for up to two (2) hours per work day.

Section 6. All bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit.

Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

Section 7. Political Action Fund

During the term of this Agreement, the Town shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization. When filed with the Town, the authorization form will be honored in accordance with its terms. The amount deducted and roster of all employees using payroll deduction for voluntary political action contributions will be transmitted monthly to the Union by a check payable to: "I.U.O.E. Local 30 P.A.C. Fund."

Section 8. Credit Union

The Town agrees to check-off sums of money to the Northeast Engineers Federal Credit Union as designated by the employee on authorized payroll deduction Credit Union form "Direct Deposit Authorization," which will be supplied by the aforementioned Credit Union. The designated amount shall be forwarded to the Northern Federal Credit Union, 16-16 Whitestone Expressway, Whitestone, New York 11357 on or before the tenth (10th) of the month following the month for which monies are deducted.

Section 9.

- A. Bargaining unit employees may be called in by the Town for snow, ice or other inclement weather conditions either to fill-in for Department of Public Works employees or when the needs of the Town require the employee's assistance and the employee is available.

Such duties shall be limited to snow, ice or the removal of other debris caused by inclement weather conditions on Town owned or leased property, parking lots and sidewalks, unless the employee, at the request of the Town, agrees to engage in other inclement weather-related work required by the Town.

- B. When a bargaining unit employee agrees to operate 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 in the collective bargaining agreement between the Town and Teamsters Union for Department of Public Works employees for the performance of these duties.

ARTICLE XXVI - UNIFORMS - PROTECTIVE CLOTHING

Section 1. The Town shall provide foul weather gear, including eight (8) inch rubber 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.

Section 2. The Town shall provide each Transfer Station 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 two hundred fifty dollars (\$250.00) annually). If in the opinion of the Director of Public Works the employee's OSHA approved safety boots are unsafe, the Town will provide the employee with new OSHA approved safety boots.

ARTICLE XXVII - ACCESS TO PREMISES

Union staff members shall be permitted to enter the Transfer Station 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 XXVIII - NO STRIKE CLAUSE

The Union and the employees expressly agree that during the life of this Agreement there will be no strikes, slowdowns or work stoppages.

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 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 to the employee's medical condition. Such evaluation must be scheduled within two (2) weeks of receipt of the note from the treating physician;
 - 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 Operating Engineers 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 - LONGEVITY

Employees shall receive longevity payments in a lump sum which shall be computed on their anniversary date of employment in recognition of their length of service on the following basis and paid annually.


YEARS OF SERVICE

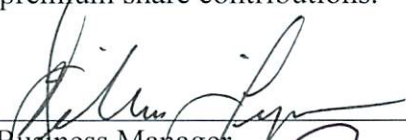
5 complete years	\$350.00
10 complete years	\$425.00
15 complete years	\$475.00
20 complete years	\$550.00

ARTICLE XXXII - DURATION

This Agreement shall become effective as of July 1, 2018 to June 30, 2021, at which time, either party may serve written notice one hundred twenty (120) days previous of their desire to negotiate a successor agreement.


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


Business Manager


Business Agent


President


Treasurer

Date: 10/17/18

Date: _____