

PUBLIC WORKS

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE TOWN OF FAIRFIELD

AND

THE UNITED PUBLIC SERVICE EMPLOYEES

UNION-UNIT #454

JULY 1, 2014 - JUNE 30, 2020

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AGREEMENT

This Agreement is between the Town of Fairfield, Fairfield County, Connecticut, hereinafter referred to as the Town, and The United Public Service Employees Union-Unit #454, hereinafter referred to as the Union.

ARTICLE I – RECOGNITION

Section 1.01

The Town recognizes the Union as the sole and exclusive collective bargaining agent for all employees who are hourly paid, non-supervisory, permanent employees in the following categories:

1. Golf Courses: H. Smith Richardson and Par Three
2. Police Department Garage: Mechanic and Custodian
3. Conservation Agency: Employees who perform physical work
4. Water Pollution Control Facility employees other than the Superintendent, supervisory employees, and clerical employees that are members of THEA
5. Operations of the Public Works Department consisting of the following functions: Parks Maintenance, Tree Maintenance, Highway Maintenance, Building Maintenance, Landfill Operation and Maintenance and Repair Operations of the Town Garage excluding the Parts Clerk and Custodians, the Superintendent, supervisory employees, and clerical employees that are members of THEA.

Supervisory employees include all those with the authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action with respect to rates of pay, wages, hours of work, or other conditions of employment. This Agreement does not cover probationary, temporary as defined in Article III, or part-time employees.

ARTICLE II - UNION DUES - AGENCY SHOP

Section 2.01

The Town agrees to deduct from the pay of each employee who has signed an authorized payroll deduction a sum certified by the Local President or other authorized Union official to be Union dues. Deduction will be made periodically from the payroll as specified and total due shall be sent to the United Public Service Employees Union. The Local Union shall receive a monthly copy of the dues deduction roster.

Section 2.02

Each new employee, as a condition of employment shall become a member of the union in good standing after sixty (60) days of employment or shall be assessed a "Union Service Fee," Said "Union Service Fee" shall not exceed the "Union Dues Assessment" in effect.

Section 2.03

Said dues and initiation fees but not the service fee which need not be authorized shall be deducted upon receipt of a written and signed authorization from a Union member submitted to the Town on an appropriate authorization form supplied by the Union.

Section 2.04

The Union agrees to defend, indemnify, and hold the Town harmless against any and all expenses, liability, suits, or claims which arise from bargaining unit employees under this Article and/or from the Town's action in compliance with the provisions of this Article.

ARTICLE III – TEMPORARY AND PART-TIME EMPLOYEES**Section 3.01**

Temporary and part-time employees will not be represented by the Union and are excluded from provisions of this Agreement.

A temporary employee is one hired for seasonal work. A seasonal worker hired to work at H. Smith Richardson and Par 3 golf courses will be allowed to continue to work for more than 120 days per year. The employees will not become union members as a result of continuing this practice provided the use of the seasonal employee does not replace any full time union positions.

A part-time employee is an employee who is working a regular schedule of less than twenty (20) hours per week. The Town will inform the Union President, in writing, of the names, assignment, and date of hire of temporary employees.

ARTICLE IV – PROBATIONARY EMPLOYEES**Section 4.01**

New employees shall serve a probationary period of six (6) months from their date of employment. At the end of such probationary period, at management's discretion, an employee may be offered an additional six months of probation in lieu of termination. If the employee accepts the extended probation, the union will accept the employee's decision to remain on probation. The union will not represent an employee in a termination grievance until the employee is no longer on probation.

Section 4.02

Upon satisfactory completion of the probationary period, an employee shall be granted seniority retroactive to the date of his employment.

Section 4.03

During his probationary period, an employee will have no seniority rights and will be subject to transfer or termination without questions or appeal.

Section 4.04

During the probationary period, an employee will not be eligible for any benefits (including pay for time not worked) except for Workers' Compensation as prescribed by state law, and holiday pay. In addition, medical insurance shall be granted after three months of full time service.

ARTICLE V – SENIORITY**Section 5.01**

Upon satisfactory completion of a six (6) month probationary period, an employee's seniority shall be based on the first day of employment and continuous service from that date on, except that an employee shall lose his/her seniority if he/she:

- a. Quits or resigns;
- b. is discharged;
- c. is absent from work for five (5) consecutive days without notifying his supervisor and is absent without satisfactory excuse;
- d. exceeds a leave of absence without satisfactory explanation;
- e. fails to return from a layoff within ten (10) working days without a satisfactory excuse after receipt of notice by registered mail to the last known address;
- f. accepts employment elsewhere while on leave of absence without approval of employer;
- g. fails to return from maternity leave within six (6) months after giving birth.

Section 5.02

No employee shall be permanently transferred to a Town Department outside of the bargaining unit without the employee's agreement.

Section 5.03

Employees transferred to jobs outside the bargaining unit may be returned to their former classification in accordance with their seniority which shall include time spent out of the bargaining unit.

Section 5.04

Whenever practical in the judgment of the Town, shift preference shall be made on the basis of seniority within job classification.

Section 5.05

The Town will provide the Union, within thirty (30) days, with the names of all new employees, their date of hire, and job title and will, on July 1 and January 1, provide the Union with a current list of employees including seniority, classification, and rate of pay.

Section 5.06

Job assignments within a classification when differentiated by permanent location of where the employee reports to duty or previously assigned by seniority as a preferential assignment shall be made on the basis of seniority. If a vacancy occurs in any of these assignments, it shall be filled in accordance with seniority by employees in that classification before the job vacancy is posted in accordance with Article VI, Section 1.

Section 5.07

Non-resident employees shall have all rights, privileges, and job security provided for in this contract comparable to a resident employee of the Town.

ARTICLE VI – JOB POSTING

Section 6.01

The Town shall provide notice of vacancies in any bargaining unit position to the local Union President. Vacancies shall be posted citing the number of vacant positions on the bulletin boards for a period of seven (7) working days unless the present opening has occurred within thirty (30) working days of a previous posting for the same job classification. Employees who request the job during this period will be considered on the basis of their skills, ability, qualifications, demonstrated potential and ability to meet the physical requirements of the job. Employees will receive preferential treatment to fill a vacancy in a labor grade nine (9) or higher within the Public Works sections: Conservation, Golf, Water Pollution Control Authority, Parks, Highway, Building, Mechanics and Tree. Vacancies in labor grades of 8 or lower will be open to the qualified employees in the bargaining unit.

If the employee's knowledge, skills, employment record and demonstrated abilities allows them to proceed to the next stage in the selection process, priority for selection will be given in the following order:

1. Promotional Opportunity: To fill a vacancy in labor grade fourteen (14) or higher, the most senior qualified bargaining unit employee currently in labor grade thirteen (13) or below.
2. Promotional Opportunity: To fill a vacancy in labor grades thirteen (13) or lower, the most senior qualified bargaining unit employee whose current labor grade is twelve (12) or lower.
3. Lateral Transfer or Demotion: At the sole discretion of management, the most senior qualified bargaining unit employee in the same or higher labor grade as the vacancy.

The Town may require all applicants to take a written test. Such test shall be prepared by an independent testing agency, professional or national association and shall be job related to the vacancy to be filled.

Section 6.02

Such employee shall have a break-in period of not more than sixty (60) working days to prove his ability to handle the job. If the employee's performance qualifies him for the job prior to or upon completion of the sixty (60) day break-in period, he shall be reclassified to that position and shall receive the increment step in the higher classification which is next above his former rate of pay, and he shall be reinstated to his longevity after one year. If the employee proves himself incapable of handling the job prior to or by the end of the sixty (60) working days, he will be returned to his previous position; and the next opportunity to fill the vacancy will be given to the next senior bidder who is qualified.

Section 6.03

Promotions to H-14 and above shall be subjected to a ninety (90) day period. The first sixty (60) days shall be a training period without additional increases in wages and then thirty (30) day probationary period with wages and benefits applicable to said classification.

ARTICLE VII – HOURS OF WORK AND OVERTIME

Section 7.01

The regular work week (except for the operation of the Water Pollution Control Facility which is defined in Section 10 of this Article) shall be divided into five (5) days of eight (8) hours each Monday to Friday inclusive. The hours of work for the Public Works Department shall be 7:00 a.m. to 3:30 p.m. five (5) days per week Monday through Friday inclusive and an alternative shift of Thursday to Monday with regular hours of 7:00 a.m. to 3:30 p.m. and seasonal hours of 6:00 a.m. to 2:30 p.m. The schedule of hours of work in the Water Pollution Control Facility, the Police Department, the Conservation Department, and the Golf Courses shall continue as presently constituted. The Union shall be given thirty (30) days' notice prior to any changes in the existing schedule.

Section 7.02

Hours worked in excess of eight (8) hours per day Monday to Friday inclusive, or in excess of forty (40) hours per week shall be compensated at one and one-half (1 ½) times the regular rate except as hereinafter stated.

Section 7.03

Hours worked on Sunday shall be compensated at two (2) times the regular rate except where Sunday is part of the regular work week.

Section 7.04

Hours worked on a holiday recognized in this Agreement shall be compensated at two (2) times the regular rate. In addition, the employee will receive his regular holiday pay. If a Friday or Monday is substituted for a Saturday or Sunday holiday, time worked on such Friday or Monday shall be compensated at one and one-half (1 ½) times the regular rate. Time worked on the official holiday (Saturday or Sunday) will be compensated at two (2) times the regular rate.

Section 7.05

An assignment of overtime work other than emergencies shall be made at least four (4) hours in advance by the employee's supervisor or as far as is practical.

Section 7.06

As far as is practical the opportunity for all overtime work shall be distributed equally among eligible employees within the same job classification (as listed in Appendix D), within categories (as defined in Article I, Section 1.01).

A "voluntary" list of employees shall be established weekly for each classification for possible call-in assignments of workday extension or on weekends and holidays. The overtime list shall be kept up-to-date, and a copy of the list shall be furnished to the designated Union representative upon request. The list shall not apply for general emergencies such as a snow removal. General emergency shall be called by the Selectman. Employees refusing to report for general emergency without satisfactory excuse shall be subject to disciplinary action.

Overtime work that is a continuous extension of the regular workday shall be assigned to the same employees as were doing the work during the regular workday. The employee shall have the right to refuse such work assignment unless such employee is on the "voluntary" overtime list. Such refusal shall result in the employee being charged with the overtime hours as if he had worked.

Overtime involving contiguous extensions to the workday may include employees assigned to the crew whose workday is being extended. The Town and a three-member Union committee shall meet bimonthly to review overtime distribution. When inequities are identified and agreed upon by the Town and the Union, future assignments will be given to correct them. Refusal to accept assignments, failure to place name on the "voluntary" overtime list, unavailability and ineligibility shall be just causes to assign overtime to others.

Disputes over inequities will be resolved by expedited arbitration.

Section 7.07

An employee who is absent from work must call in thirty (30) minutes before the start of the shift on the first day of absence or lose his pay for the day. An employee may call in an absence after six (6) in the morning on the day of such absence. The employee must personally speak with a supervisor during their absence unless their medical situation prohibits them from doing so.

Emergency situations that prevent an employee from calling his or her supervisor will not require the thirty (30) minute notification. Employees can call out for multiple days at time of call if the employee knows that she/he will be out for more than one day.

Section 7.08 – Higher Classification

An employee working in a grade higher than his regular classification for less than four (4) hours shall receive four (4) hours pay; for more than four (4) hours shall receive eight (8) hours pay for the hours worked in the higher grade using the following guidelines. Any employee from H-06 to H-11 and H-17 who moves up one grade stays in step. Any employee from H-06 to H-11 who moves up two or more grades will move to the first step which provides the individual with a minimum of a one dollar (\$1.00) increase in pay. Any employee from H-12 to H-16 who moves up one or two grades stays in step.

Section 7.09

An employee called in outside of his regular shift will be paid at the applicable rate but will receive not less than the equivalent of four (4) hours at the appropriate overtime rate.

Section 7.10

The Water Pollution Control Facility shall operate on a seven (7) calendar day basis Sunday to Saturday inclusive. Work in excess of eight (8) hours per day or in excess of forty (40) hours in any calendar week shall be compensated at one and one-half (1/2) times the regular rate except as hereinafter provided.

- a. Hours worked on Sunday shall be compensated at two (2) times the employee's regular hourly rate for those hours worked.
- b. Hours worked on a holiday recognized in this Agreement shall be compensated at two (2) times the employee's regular hourly rate for those hours worked, in addition, the employee will receive his regular holiday pay except as prescribed in Section (c) below.
- c. If a Friday or Monday is re-designated for a Saturday or Sunday Holiday, time worked on such Friday or Monday shall be compensated at two (2) times the employee's regular rate for hours worked, in addition, the employee will receive his regular holiday pay. Time worked on the Official Holiday (Saturday or Sunday) will be compensated at the employee's regular hourly rate for those hours only and no holiday pay will be provided.

Section 7.11

Employees who report "late" for their respective work shift will be "docked" for that time that the record indicated such tardiness only. However, the Town reserves the right to discipline those employees whose records shows repeated abuse of tardiness in report for work.

Section 7.12

There shall be a ten (10) minute rest period during the morning.

Section 7.13

There shall be a ten (10) minute personal clean-up time immediately prior to the end of the scheduled work day.

Section 7.14

The Town will provide a meal allowance of \$10.00 per meal or \$40.00 per day under the following conditions:

- a. If an employee is called prior to 6:00 a.m. and reports on the job by 6:30 a.m., he shall receive a meal allowance for breakfast and subsequent meals for as long as he continues on duty. Insofar as possible, the recognized meal times will be 6:30 a.m., 11:30 a.m., 4:30 p.m., and 11:30 p.m.
- b. If an employee is held over at the end of his regular hours beyond 6:00 p.m., he will receive a meal allowance for dinner. The meal time, insofar as possible, will be 6:00 p.m. If he continues on duty, he will be entitled to further meal allowance as outlined in (a) above. The Town shall provide access for meals in two diners located in the Town of Fairfield.

Section 7.15

The Town shall have the right to create a second shift which may, but need not, overlap the existing hours of work. Any employee working said second shift shall be paid a premium of ten percent (10%) in addition to his normal pay. The second shift shall be filled in accordance with Article V, Section 4. If said positions are not filled in accordance with Article V, Section 4, employees shall be assigned in inverse order of seniority.

The Town reserves the right to implement an alternate shift at the Water Pollution Control Facility. This alternate work week need not overlap the existing hours of work. This shift will be Tuesday through Saturday. Saturday hours will be considered their normal work week and paid at their normal hourly rate that will include the 10% salary premium. A maximum of 10% of the employees scheduled Saturdays may be taken as single vacation days off in order to remain on the alternative work week. These positions shall be filled in accordance with Article V, Section 4 or in inverse order of seniority.

Mechanics currently receiving a ten percent (10%) differential shall continue to receive it during their tenure of employment. No other class of employees shall receive a differential except by mutual agreement between the Union and the Town. The Department of Public Works has previously established an alternative work week with regularly scheduled hours of Thursday through Monday. For employees working such schedule, hours worked on Tuesday and Wednesday shall be paid at one and one-half

(1 ½) times the regular rate of pay. The work schedule will include the following five (5) holidays: Memorial Day, Columbus Day, Fourth of July, Labor Day and Veterans' Day. The holidays will be paid at holiday pay. A maximum of ten percent (10%) of the employee's vacation benefit may be scheduled on Saturdays and Sundays. An employee who accepts this shift may be required to remain on the shift for a minimum of two (2) years. At the completion of the two (2) year requirement, employees working the alternative shift shall have the ability to post for a regular work week schedule when such a position becomes available. Employees assigned to this shift will be classified at a minimum of H-6 (and not to exceed H-8) classification in the Public Works Department.

Section 7.16

A person who is out sick will be ineligible for overtime for three (3) calendar days from his last day out at management's discretion.

ARTICLE VIII – WAGES

Section 8.01

The pay structure applicable to job classification covered by this Agreement is loosely patterned after a system established by the Frank C. Brown Co. The system has been extensively modified by the Town and the Union, this modified form is part of this Agreement. It is agreed that both parties shall have the right to request a new job evaluation of a classification when there is sufficient change in the job content of a classification to warrant such request. Changing a position classification shall be made by the total job content decreasing and increasing a sufficient number of points to place it in a different grade.

Section 8.02

The wages for the employees shall be as set forth in the wage schedule attached to and made a part of this Agreement and said schedules shall reflect the following changes:

Effective and retroactive to July 1, 2014 there shall be a general wage increase of two percent (2.0%).

Effective and retroactive to July 1, 2015 there shall be a general wage increase of two percent (2.0%).

Effective and retroactive to July 1, 2016 there shall be a general wage increase of two percent (2.0%).

Effective and retroactive to July 1, 2017 there shall be a general wage increase of two percent (2.0%).

Effective July 1, 2018 there shall be a general wage increase of two percent (2.0%).

Effective July 1, 2019 there shall be a general wage increase of two percent (2.0%).

Section 8.03

An employee hired in Step 1 of any labor grade, upon satisfactory completion of their probationary period, shall be upgraded in step 2 of that labor grade.

Section 8.04

The Town shall provide weekly paychecks representing pay for the basic workweek. In addition, overtime shall be paid on the payday covering the payroll week in which the overtime was worked. The Town will seek to provide more itemized detail on overtime when economically feasible and where technologically possible.

Section 8.05

- a. Each employee who has completed five years of service as of December 1st of each year shall be paid an annual longevity increment in the amount of \$400.00.
- b. Each employee who has completed ten (10) years of service as of December 1st of each year shall be paid an annual longevity increment in the amount of \$600.00.
- c. Each employee who has completed fifteen (15) years of service as of December 1st of each year shall be paid an annual longevity increment in the amount of \$800.00.
- d. Each employee how has completed twenty (20) years of service as of December 1st of each year shall be paid an annual longevity increment in the amount of \$1000.00.

The annual increment will count towards pension calculations.

ARTICLE IX – HOLIDAYS

Section 9.01

The town will recognize twelve (12) paid holidays per year and one (1) floating holiday:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Observance Day
Presidents' Day (Observance)	Veteran's Observance Day
Good Friday	Thanksgiving Day
Memorial Observance Day	Friday After Thanksgiving
Fourth of July	Christmas Day

The one (1) floating holiday shall be a personal holiday and shall not be used against an employee's eligibility for benefits under Section 11.07 (Attendance Bonus).

Section 9.02

If a holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday.

Section 9.03

To be eligible for holiday pay, a person must work the week in which the holiday falls or be on vacation. If an employee is absent due to illness for the entire week, he/she will have the holiday pay charged to non-occupational disability benefits. If the employee has exhausted his non-occupational disability benefits, he shall not be entitled to such holiday that falls during a week in which he has been absent for the entire week. If an employee is on non-paid leave, he/she will not be paid for any holiday during the duration of the leave.

Section 9.04

If a holiday falls during an employee's vacation, he will receive an extra working day off at the start or end of this vacation.

ARTICLE X - VACATION

Section 10.01

Employees will receive paid vacation according to the following schedule:

Under 1 Year	1 working day for each month's service up to a maximum of 10 working days
1 to 5 Years	10 working days
5 to 10 Years	15 working days
10 Years or More	20 working days

Effective July 1, 2002, employees with Twenty (20) or more years of service shall receive paid vacation of twenty-five (25) working days.

Twelve (12) months prior to retirement at age 59½ or over, under the terms of the Pension Plan, two (2) additional paid weeks (ten (10) working days).

Section 10.02

The qualifying date for determining earned vacation shall be June 30th of the preceding fiscal year and/or January 31st of the current fiscal year, whichever date provides the greater vacation benefits.

Section 10.03

An employee shall not be eligible for vacation until July 1st following completion of three months service.

Section 10.04

Employees shall be free to choose the time of their vacation, subject to their supervisor's approval. Senior employees shall have first choice in scheduling their vacations.

Section 10.05

Vacations must be taken during the fiscal year in which the employee becomes entitled to the vacation. Pay in lieu of vacation will not be permitted. An employee may carry over unused vacation for one year up to a maximum of ten (10) days to be used the following fiscal year.

Section 10.06

Employees voluntarily terminating their services with the Town and giving two (2) weeks' notice will receive vacation accrual equal to 1/12th of their vacation for each full month of service since the previous July 1st. Vacation will be based on the amount they would have become entitled to the following July 1st. Vacation accrual will also be paid to employees who retire or are discharged. In the event of an employee's death, his/her estate shall receive the vacation accrual payment.

Section 10.07

The amount of vacation to which an employee becomes entitled as provided in Section 2 of this Article shall be considered an earned right payable upon termination for any cause.

Section 10.08

Employees shall not be obligated to honor a call back to work while on vacation. If an employee accepts a call back, he shall receive one and one-half (1 ½) times his regular rate for the hours he works during his vacation except hours worked on Sundays and holidays during this period shall be paid at twice (2X) his regular rate. He must take the balance of his vacation at a later date if possible, during the same fiscal year.

ARTICLE XI – HEALTH & WELFARE BENEFITS**Section 11.01**

The Town shall provide and pay for fifty thousand dollars (\$50,000.00) life insurance and accidental death and dismemberment insurance to all active employees to be on a twenty-four (24) hour basis.

The Town will provide to all eligible employees and their eligible dependents with health care coverage, or coverage that is substantially equivalent, which includes the following cost services:

Dental: Guardian or substantially equivalent plan. Specific provisions of the plan are provided in the pamphlet entitled "Town of Fairfield.... (final draft released to Fairfield in March 2006) print date 2006 by Guardian.

Vision: Anthem Vision or substantially equivalent plan. Specific provisions of the plan are provided in the booklet entitled "Town of Fairfield Vision Summary Booklet" print date 2006 by Anthem Blue Cross and Blue Shield.

Effective as soon as practicable following ratification of this Agreement, in lieu of the Medical, Prescription Drug and Vision Insurance benefits set forth above, Medical, Prescription Drug and Vision Insurance as set forth below shall be in effect:

Town of Fairfield Century Preferred Plan (In-Network Benefits Only) Plan Changes	
Benefit Description	
Medical Benefits - Anthem	Century Preferred
Deductible (ind/fam)	\$0
Coinsurance	0%
Out-of-Pocket Maximum ⁽¹⁾	\$3K/\$6K/\$9K
Lifetime Maximum	Unlimited
Office Visit Copays	\$25
Specialist Visit Co-pay	\$30
Hospital Copay	\$300
Urgent Care Copay	\$75
Emergency Room Copay	\$200
Outpatient Surgery Copay	\$100
Well Child Care	\$0
Periodic, Routine Health Exam	\$0
Routine Eye Exams	\$0
Routine OB/Gyn Exam	\$0
Mammography	\$0
Hearing Screening	\$0
Outpatient MH/SA	\$30
Diagnostic Lab and X-Ray	\$0
Allergy Services (except PCP Visit)	\$0
Semi-Private Room	\$300
Inpatient MH/SA	\$300
Skilled Nursing Facility	\$300

Inpatient Rehabilitative Services	\$0
Outpatient Surgery	\$100
Ambulance	\$0
Outpatient Rehabilitative Services	\$30
Durable Medical Equipment	\$0
Prescription Drugs - ESI ⁽²⁾	ESI
Retail Generic	\$10
Retail Brand Formulary	\$20
Retail Brand Non-Formulary	\$35
Mail Order Generic	\$20
Mail Order Brand Formulary	\$40
Mail Order Brand Non-Formulary	\$70
Rx Annual Maximum	Unlimited

(1) Out-of-Pocket maximum equals deductible plus coinsurance maximum

(2) assumes mandatory generic substitution;
30 day supply at retail.

Out of Network Plan Changes

Benefit Description	
Medical Benefits - Anthem	Century Preferred
Deductible (ind/fam)	\$400/\$800/\$1,000
Out-of-Pocket Maximum	\$800/\$1,600/\$2,000
Emergency Room Co-pay	\$200

Prescription drug option requires mandatory mail at two times retail for maintenance drugs.

Effective as soon as practicable following ratification of this Agreement, employees shall contribute fourteen percent (14%) of the blended rate for the Town premium-equivalent costs. Effective July 1, 2018, employees shall contribute fourteen and one half percent (14.5%) of the blended rate for the Town premium-equivalent costs. Effective July 1,

costs. Effective July 1, 2019, employees shall contribute fifteen percent (15%) of the blended rate for the Town premium-equivalent costs.

The term "blended rate" shall be defined as 1) the gross total Town of Fairfield Healthcare cost, including expected claims plus administrative fees, stop loss fees and network access fees for a given year as determined by the Town's health consulting firm; 2) divided by the number of Town employees receiving healthcare benefits from the Town-sponsored plan.

The Town shall have the option of determining the carrier to provide these benefits and these benefits shall be substantially equivalent as a result of any change in carriers. Should the Town desire to make changes in the plans, they agree to negotiate with the Union within the specified parameters.

Section 11.02 - Health Benefits

In lieu of accepting medical insurance for themselves and if applicable their family, employees will be eligible as noted below for prorated weekly payments:

- Currently enrolled employees who individually opt out of coverage for one full year will be paid \$2,000. Enrolled employees and their enrolled spouse or child who opts out of coverage for one full year will be paid \$2250.
- Currently enrolled employees and their enrolled family who opt out of coverage for one full year will be paid \$2500.

The employee must notify Human Resources of their interest in participating in this program during the annual open enrollment period with the change effective July 1. To be considered, the employee must waive continued insurance coverage under the provisions of the COBRA. The benefit does not apply to members of a family where both are either active or retired employees of the Town.

Section 11.03 - Life Insurance for Retirees

The Town shall provide and pay for fifteen thousand dollars (\$15,000.00) of life insurance for each retiree.

Section 11.04

Current employees retiring following ratification of this Agreement (June 24, 2013) in accordance with the normal or disability provisions of the Town Employees' Retirement Plan and their eligible enrolled dependents at the time of retirement shall continue to be covered by the Health Benefit provisions as listed in this agreement as those benefits may change from time to time for active employees. Employees hired on or before the date of ratification of this Agreement (June 24, 2013) shall contribute to the cost of post-employment medical benefits at the same percentage rate as they contributed to medical benefits at the time of their retirement. Employees hired after the date of ratification of this Agreement (June 24, 2013) shall contribute to the cost of post-employment medical benefits at the same percentage rate as active employees contribute to the cost of medical benefits, as those amounts may change from time to

time. Such coverage shall be reduced to a Medicare Carve-Out for those covered upon reaching the age of 65. The cost of Medicare Part B shall be borne by the retiree.

Dependent retiree insurance coverage is only available to those who are dependents of the retiree at the time of his/her retirement and not anyone who may become a dependent of the retiree subsequent to the date of retirement.

Effective July 1, 2001, eligible dependents of deceased employees who retire under the Town of Fairfield Employees' Retirement System shall continue to be covered by the Health Benefit provisions as listed in Section 11.02 of this Article with no premium cost to the eligible dependent(s). Such coverage shall be changed to a Medicare Carve-Out upon reaching age 65. The cost of Medicare Part B shall be paid by the dependent. Coverage shall cease if the eligible dependent remarries or when the dependent dies.

Section 11.05 – Non-Occupational Disability

Employee disability will be paid according to the following schedule:

Length of Service	Disability Benefits
6 months to 1 year	1 working day at full pay for each month of service not to exceed 6 days
1 year to 5 years	10 working days at full pay
5 years to 10 years	15 working days at full pay
Over 10 years	20 working days at full pay
Employees are allowed ten (10) intermittent days per year due to non-occupational disability to be deducted from above listed benefit.	

Section 11.06

Any employee on paid sick leave shall not engage in any other employment during such period of time. If the employer believes that an employee is abusing sick leave provisions of this Contract, the department may, in writing, request to meet with the Union and the employee. Such request for meeting shall constitute a written warning in the progressive discipline procedure, unless the employer and the Union agree that abuse has not taken place. If the employee or the Union feel there should be further review, the employee or the Union may file a Notice of Grievance within five (5) working days of said meeting and such grievance shall be treated as Step 3 of the grievance procedure. If the employee or the Union feel there should be further review after the conclusion of Step 3 proceedings, the Union shall file a Notice of Intent in writing, with the Director of Human Resources, to submit the matter to binding arbitration. The Town and the Union shall agree upon one arbitrator to hear said matter and render a decision in accordance with the rules and regulations of the State Board of Mediation and Arbitration pursuant to the Expedited Arbitration process.

Section 11.07

If an employee is not absent from work other than a work-related injury, death in the immediate family or scheduled vacation, for ninety (90) consecutive calendar days, said employee shall be entitled to a bonus equal to eight (8) hours at his regular rate of pay.

Said payment shall be made to the employee two (2) weeks after the end of each fiscal quarter in which he earns said bonus.

Section 11.08

An employee's seniority date shall determine his length of service and eligibility benefits. Unused disability benefits will not accumulate from one fiscal year to another except as provided herein. The Town's fiscal year will be used to reestablish eligibility for disability benefits, however, if an employee is absent under the non-occupational sick leave on the date of the Town's new fiscal year, he shall continue to receive such benefits based on his length of service to which he was entitled at the onset of that current sick leave until such benefits are exhausted, and he shall not be entitled to additional non-occupational benefits until he has returned to active employment for a period of five (5) consecutive working days. Upon such return, he shall be reinstated for non-occupational benefits for that fiscal year in accordance with the provisions of this Article.

Section 11.09

Each employee who has unused disability benefits at the end of a fiscal year as provided for in this Article shall accumulate such unused disability benefits and carry over such unused benefits to the following fiscal year or years providing that he shall not accumulate more than ten (10) working days of such unused benefits during any one fiscal year, and further provided that he shall not accumulate a total of more than seventy-five (75) working days of such unused benefits. Annually in June, the Town shall provide each employee with an accounting of their remaining accrued benefit time.

Section 11.10

The Town shall not provide any payment for unused sick leave or unused accumulated sick leave upon termination of the employee for any cause.

- a. If an employee is absent because of non-occupational disability during his absence, while still drawing disability benefits, passes a seniority date which would entitle him to increase duration of benefits, such increase will apply to his current absence.
- b. Payment of disability benefits is dependent upon the employee producing evidence of disability satisfactory to his supervisor. It is the employee's responsibility to keep his supervisor informed as to his status. After more than five (5) working days of absence, an employee must have a doctor's release to return to work, and he may be required to receive approval from the Town Physician.
- c. An employee whose benefits expire will be placed on leave of absence.

Section 11.11

The Employer shall continue to provide the opportunity to participate in long-term disability plan paid for in full by the employee. The Employer shall agree to a payroll deduction only.

Section 11.12

In the event of death of an eligible employee during any fiscal year, any unused disability benefits due the deceased employee will be come due and payable to his spouse or if there is no surviving spouse to the dependent children eighteen years of age or younger.

Section 11.13 – Occupational Disability

Employees absent due to occupational disability will receive disability benefits according to the following schedule:

Length of Service

3 months to 1 year

1 year up to 5 years

5 years up to 10 years

Over 10 years

Disability Benefits

2½ working days at full pay for each month of service

30 working days at full pay

60 working days at full pay

90 working days at full pay

- a. An employee's seniority date shall determine his length of service and eligibility for disability benefits.
- b. When eligibility for benefits for full pay is exhausted, payment will continue in accordance with State law.
- c. If an employee is absent because of occupational disability and during his absence, while still drawing full pay disability benefits, passes a seniority date which would entitle him to increased duration of benefits, such increase will apply to his current absence.
- d. Time absent due to occupational disability will be deducted from non-occupational disability benefits.
- e. A return to full time work for one full week with a doctor's certificate certifying as to recovery from the disability will re-establish eligibility for occupational disability benefits at full pay according to the above schedule.

Section 11.14

Effective upon ratification of this Agreement, the Town will provide workers' compensation benefits under the terms of the Connecticut State Workers' Compensation Act, provided that any employee who wishes to be paid his/her regular base wages for any day he/she is eligible to receive workers' compensation benefits shall be required to use one-quarter (1/4) of one (1) sick day, to the extent such days

are available to such employee, in which the case the Town shall pay the employee his/her regular base wages for such day, subject to the maximum limits presently set forth in Section 11.13 based on length of service.

ARTICLE XII - RETIREMENT PLAN

Section 12.01

The Town of Fairfield Employees' Retirement System, as approved by the Representative Town Meeting (RTM) of the Town, is a part of this Agreement.

Section 12.02

Except as otherwise provided in Section 12.07 below, all employees hired prior to September 9, 2013 shall remain members of the Town of Fairfield Employees' Retirement Plan. The definition for the highest salary (including base pay and longevity pay) shall be defined as the average highest salary earned over the period of two consecutive years divided by two paid to a member during their years of active employment. The annual benefit will be equal to 2.2% of the average salary multiplied by their number of credited years of service with the Town. Employees shall become eligible for normal retirement benefits at the age of fifty-nine and one-half (59 ½) or older with at least 10 years of service. Employees shall become eligible for "Early Retirement" benefits at the age of fifty-five (55) or older with at least fifteen (15) years of creditable service. The early retirement benefit will be determined by computing the benefit to which the employee would be entitled if the employee were fifty-nine and one-half (59 ½) and reducing that amount by 5/9 of 1% for each month the employee is younger than age 59 ½.

Section 12.03 - Military Buy-Back

Any employee who has had prior active duty service with the United States military shall be eligible to include said prior US military service as service for the purpose of calculating the pensions herein provided that:

- a. Existing employees shall have the right to purchase military service time equal to the amount of time served on active duty in the Armed Forces of the United States but limited to a maximum of four (4) years of such service by having such service time at the rate equal to five (5) percent of such employee's annual salary at the date of hire.
- b. Employees when hired shall indicate their election to purchase such military time on or before the second anniversary date of their hire and must complete the payment of such credit on or before the tenth (10th) anniversary date of their hire.

Section 12.04 - Contribution Rate

The rate of employee contribution shall be four percent (4%) of the basic annual salary including longevity pay as set forth the Appendix A-B - Wages.

Section 12.05 - Cost of Living Adjustment

A review of the Consumer Price index (CPI) shall be done on an annual basis. The review will use index figures on a March over March basis payable the following July 1. Any increase in the Index during those future review periods shall be the percentage increase up to a maximum of three percent (3%) in any one year. To be eligible for a Cost of Living Adjustment an employee must have retired prior to April 1 of the previous year.

Section 12.06

All members of this bargaining unit will automatically participate in Section 414(h) Plan of the Internal Revenue Code allowing all employee retirement contributions to be made to the plan on a pre-tax basis.

Section 12.07

Notwithstanding the language set forth above in this Article, all employees hired on or after September 9, 2013 shall participate in a 401(a) type pension plan and shall have no eligibility to participate in the Town of Fairfield Employees' Retirement System referenced above. The employee shall be required to contribute at least four percent (4%) of base pay to the plan but may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of five percent (5%) of base pay. The Town's contribution shall fully vest after the employee has been continuously employed for five (5) years.

In addition, the Town shall offer for such employees a long-term disability benefit for the permanent and total disability of employees hired following the date of ratification of this Agreement at the rate of fifty percent (50%) of base salary. This benefit will be provided through insurance.

ARTICLE XIII – LEAVES OF ABSENCE

Section 13.01

An employee requesting a leave of absence without pay may be granted the same at the direction of the Town upon reasonable cause being given. Such leave shall not exceed ninety (90) days but may be extended in cases of emergency for up to an additional ninety (90) days. For all FMLA leaves of absence, medical benefits will be maintained for the employee and eligible dependents provided employee contributions are paid by the employee in the same manner as if the employee was actively working. Seniority will continue to accumulate during the leave to a maximum of thirty (30) days. An employee on a leave of absence will forfeit 1/12th of the vacation pay earned as of the following July 1st for each 30 calendar days of absence.

Section 13.02

A total of ten (10) days with pay per year will be granted to the person or persons who are a Union Official or duly elected delegate to attend Union Conventions or conduct other Union business. Partial days may be taken in two (2) hour increments.

Section 13.03 – Death In Family

An employee may, at his request, receive time off from the date of death through the date of funeral if a death occurs in his immediate family. He will receive his regular pay for regularly scheduled work days during that period to a maximum of four (4) days. Immediate family shall be defined as: wife, husband, father, mother, son, daughter, father-in-law, mother-in-law, brother, sister, grandmother, grandfather, grandchild, godchild, brother-in-law, sister-in-law, and relatives customarily living in the employee's immediate household. When a family of a deceased friend or neighbor requests an employee to serve as pallbearer, the employee will receive one day's pay.

Permission for time off with pay due to death of a relative outside of the immediate family shall be limited to one day.

Section 13.04

In the event of the death of an employee in the Department of Public Works, time off up to one day with pay shall be granted for an employee to act as pallbearer, if he is so requested by the deceased employee's family.

Section 13.05 – Jury Duty

If an employee is summoned for jury duty, the Town will pay the difference, if any, between his gross regular pay and the gross jury pay for each day of required absence. This practice is intended to cover only employees summoned to jury service. It is not intended to cover those employees who may volunteer for jury duty.

Section 13.06 - Military Training

If any member of the Military Reserve or National Guard is called for annual training, the Town will pay the difference, if any, between the employee's gross service pay and the gross regular pay for the period of their required absence up to a maximum of thirty (30) days. Such time shall not be charged to the employee's vacation.

ARTICLE XIV – GRIEVANCE PROCEDURE

Section 14.01

The purpose of this procedure is to provide an orderly method of adjusting grievances. Any employee having a problem concerning the interpretation or application of any provision, rule, or regulation covered by the Agreement shall seek adjustment in the step order listed below.

Section 14.02

Disciplinary action will normally be in accordance with the following procedure: For the first infraction an oral warning will be given; for the second infraction a written warning will be given to the employee; subsequent infractions may be cause for suspension or dismissal. In the case of suspension, the Town will give the Union a written explanation of the reasons within the same day, if practical; and in no event later than 24 hours after the suspension. In the event of discharge, there will first be a one week period of suspension at the end of which the Town may complete the discharge. With the exception of suspension preceding discharge, the Town may deviate from the normal

procedure at its discretion to handle infractions which it deems to be unusual seriousness. If the Director of Public Works or the Superintendent of Public Works directs that an employee report to his office, the employee may request to have the Chief Steward present at said meeting if in the opinion of the employee said meeting may involve disciplinary action against the employee.

Section 14.03

No matter shall be subject of grievance unless taken up within fourteen (14) calendar days after its most recent occurrence.

Section 14.04

If the Town fails to meet with the Union or fails to render a decision within the time limit specified, a grievance shall automatically be moved to the next following step of the grievance procedure. Agreement provisions allegedly violated shall be specifically enumerated in the presentation of the grievance. The supervisors involved in action affecting employees of the bargaining unit shall be required to be present at all steps in the grievance procedure whenever practicable.

- a. Step One. The employee and his union steward shall present the problem with the employee's immediate supervisor in writing. The supervisor shall respond in writing. If the problem is not resolved within a period of time agreed upon by both the employee and the supervisor or in the absence of such an agreement within five (5) working days, the employee or the steward may initiate Step Two of this procedure.
- b. Step Two. If the employee and his union steward feel there should be further review, the facts pertaining to the problem shall be presented in writing to the Department Head by the Chief Union Steward within ten (10) working days of the decision made in Step One. If no written notice is filed within ten (10) working days, the decision made in Step One will stand without being subject to further appeal. Upon receiving written notice of the problem, the Department Head will render a decision in writing within ten (10) working days.
- c. Step Three. If the employee and his union steward feel there should be further review, the facts pertaining to the problem shall be presented in writing to the Human Resource Director by the Chief Union Steward within ten (10) working days of the decision rendered in Step Two. If no written notice is filed within ten (10) working days, the decision made in Step Two will stand without being subject to further appeal. Within ten (10) working days the Human Resources Director shall meet with the Union's grievance committee to discuss the problem and shall render a decision in writing within five (5) working days after the meeting.
- d. Step Four - If the employee and the Union feel there should be further review, the Union shall submit a notice in writing to the Human Resources Director of their intent to submit the matter to arbitration by the Connecticut State of Board of Mediation and Arbitration. If such notice is not filed within thirty (30) days of the

decision rendered in Step Three, such decision will stand without being subject to further appeal; however, such period may be extended by mutual agreement of both parties. The findings of the arbitration shall be final and binding on both parties.

Section 14.05

When practicable, the Town will provide suitable space for arbitration proceedings. When such space is not available, the cost of other suitable space will be borne equally by the Union and the Town.

Section 14.06

The Union will file and maintain a current list of stewards with the First Selectman and the Director of Human Resources.

Section 14.07

The employee may either represent himself or have the Union represent him in all steps of the grievance procedure. The Union President or any other Officer may be present in all steps of the Grievance.

Section 14.08

When it becomes necessary to process a grievance under the procedure outlined in this Article during the normal working hours, the Town will pay one representative designated by the Union for reasonable time spent necessary to present the grievance in Step One and Step Two. When a grievance is carried to Step Three and Step Four under the grievance procedure, the Town will not pay more than two designated representatives for reasonable time spent necessary to present the grievance in these steps.

Section 14.09

The Town will not make any pay allowance to any member of the Union negotiations committee for time spent in negotiations for contract except, however, when such negotiations are scheduled by the Town during the normal work week hours; the Town agrees to pay those members in attendance their regular hourly rate for time spent in negotiations. The Union negotiations committee will not exceed five (5) members for meetings held during the normal work week hours.

ARTICLE XV – BULLETIN BOARD

Section 15.01

The Town will make bulletin boards available for the use of the Union for posting of notices. All postings are subject to approval of the First Selectman or his designated representative.

ARTICLE XVI – SAFETY AND HEALTH

Section 16.01

The Employer shall provide a safe and healthy workplace. Employees who do not observe safe work practices shall be subject to disciplinary action.

Section 16.02

Should an employee complain that his work requires him to be in unsafe or unhealthy situations in violation of accepted safety rules, the matter shall be discussed as soon as possible with the immediate supervisor of the employee. If the matter is not adjusted satisfactorily, a grievance may be processed in accordance with the grievance procedure of this Agreement. The Town reserves similar rights in instances where employees fail to conform with safety rules and regulations of the Town and Connecticut State OSHA Legislation.

Section 16.03

Helmets shall be furnished to employees on jobs wherever overhead hazards are possible. Foul weather gear and gloves shall be furnished whenever conditions warrant. Such protective work clothes as required, within a reasonable preference, shall be furnished by the Town to equipment operators, mechanics and maintenance men when needed for the job. First aid kits will be provided in all trucks. In addition, large vehicles will be provided with flares and fire extinguishers as needed. The Town will provide two (2) shirts per employee per year for non-uniformed employees.

Section 16.04

Safety Committee: The Town and the Union will each designate two employees to a joint safety committee which committee shall also include as the fifth member, the Risk Manager of the Town. Said committee shall meet during the first two weeks of each fiscal quarter to resolve differences, recommend remedies, safety standards, and other safety programs. Recommendations by the committee shall be implemented by the Town within a reasonable time and as soon as fiscally practical.

Section 16.05

The Town will provide and pay a maximum of one hundred fifty dollars (\$150.00) for one (1) pair of safety shoes which shall be prescribed and worn at the direction of management with an original receipt for the purchase of such safety shoes.

Any employee, whose safety shoes are ruined, upon return of ruined shoes and original receipt for the purchase of additional such safety shoes, will receive an additional pair of safety shoes (maximum of two (2) pair per year).

Effective, July 1, 2007, the Town will provide a one hundred dollar stipend (\$100.) toward the cost of protective eyewear every three years when:

- a. the employee is required to wear protective eyewear 75% of his work week.
- b. the employee provides the Town with a statement from his physician that the individual requires protective eyewear other than the eyewear provided by the Town.

- c. a paid invoice for the protective eyewear is submitted to the Town by the employee.

Individuals who receive this stipend are responsible for the eyewear and will not receive an additional stipend until they meet all the above criteria.

Section 16.06

The Town may assign either one or two men to large trucks while performing snow and ice control operations. When one man is assigned to a large truck, he shall not be required to work more than twelve (12) consecutive hours, and he shall be allowed a ten (10) minute rest break in addition to normal breaks for meals every two hours. No employee shall be assigned as the single employee on a large truck unless said vehicle is radio equipped and contains equipment which allows for the use of the plowing and sanding mechanism controls which are accessible to the driver in the same manner as trucks already so equipped.

All employees assigned to snow removal operations and/or emergency operations, as determined by the activation of the State and/or Town's Office of Emergency Management and its Emergency Operations Center, outside their normal work hours shall be paid at twice their regular rate for said hours.

Section 16.07

The Town will clean all uniforms provided to employees who work at the Water Pollution Control Facility.

ARTICLE XVII – PRIOR PRACTICE

Section 17.01

Nothing in the Agreement shall be construed as abridging any right, benefit, or privilege that employees or the Town have enjoyed heretofore unless such practice has been superseded by a provision of this Agreement.

Section 17.02

The Town will notify the Union as soon as it has made a determination that it will solicit bids to contract out work, except for work required as a result of an emergency, upon notification the parties agree:

- a. To discuss the impact on the Local and on the Town of subcontracting out work taking into consideration alternative methods of doing the work, relative costs of doing the work, and the time periods necessary to complete the work.
- b. The Town shall have the right to implement its decision to subcontract out said work and the Local reserves its rights under the Grievance Procedures, arbitration Procedures, and State Board of Labor Relations remedies.

- c. There shall be no layoff of existing bargaining unit personnel other than for just cause under the disciplinary procedures of this contract.

ARTICLE XVIII – NO STRIKE/NO LOCKOUT

Section 18.01

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation by employees or employee, nor shall there be any lockout by the Town in any part of the Town's operation.

ARTICLE XIX - MERIT RATING PROVISION

Section 19.01

With regard to wage increases with job classification pay grades covered by this Agreement as established by the Frank C. Brown Company and as subsequently modified by the Town and accepted as part of this Agreement as mentioned in Article VIII – Wages of this Agreement, the Town further agrees to the following:

The provision used to determine wage increases within job pay grade steps will not be required in Step 1, Step 4, Step 5, and Step 6 for the purpose of granting wage increases. A person who is eligible to receive Step 2 and/or Step 3 in any pay grade must receive a favorable rating. Any employee with three (3) or more years in his/her existing position shall be deemed to have satisfied the requirements of the position and shall be placed at Step 3. It is clearly understood that such rating will be done in good faith and that no person will be subjected to an arbitrary or capricious rating. The Town shall continue to prepare merit ratings on employees in Steps 1, 4, 5, and 6 for the purpose of determining the status of the employees with regard to their continued employment.

ARTICLE XX - LONGEVITY

Section 20.01

Longevity steps shall be added to the pay grades of the classification plan for all positions in the Bargaining Unit. Employees with ten (10) years or more of service shall be eligible to receive the first longevity step. Employees with fifteen (15) years or more of service shall be eligible to receive the second longevity step. Employees with twenty (20) or more years of service shall be eligible to receive the third longevity step. The spread between the third longevity step and the second longevity step is three percent (3%). Effective July 1, 2002, the spread between the first longevity step and the second longevity step shall also be three percent (3%). Effective July 1, 2003, the spread between the highest merit step (Step 3) and the first longevity step shall also be three percent (3%).

ARTICLE XXI – JOB CLASSIFICATIONS & EVALUATIONS

Section 21.01

The pay structure applicable to job classifications and job description covered by this Agreement as established by the Frank C. Brown Company and as subsequently modified by the Town is accepted as part of this Agreement. New or revised positions will be evaluated or re-evaluated in its entirety using all job factors.

The Town will notify the Union of all such new or revised positions and make available the job factors used in its determination. The Town recognizes the right of the union to make requests for studies of job classifications when factors in the job content changes sufficiently to warrant such requests.

The Town will consider a new classification or a change to the existing classification if new equipment is introduced into a union members' existing job. If the change is substantial, the Town may negotiate a potential change in compensation.

The incumbent employee shall receive one year to meet the standards of the new position. Management will provide education, training and testing.

If at the end of one year the employee is not proficient in the altered position, the employee will return to his previous classification and a new applicant will be considered. Proficiency will be determined by management and outside testing or certifications when available.

The Parties agree to discuss, upon request and during the term of this 2014 – 2020 CBA, the Union's proposal concerning the assignment to higher classifications being offered to the senior most qualified employee.

Effective October 1, 2007, any employee working above classification but in the same classification for the same section of the Public Works Department (Conservation, Golf, WPCA, Parks Highway, Building, Mechanics and Tree) for more than 120 out of the last 365 days shall move to that higher classification.

Section 21.02

When an employee is reclassified in accordance with the provisions of this Article and Agreement, the new step of the reclassified labor grade which is next above the step of the former classification as determined in Step 1 through Step 5 of these labor grades (exclusive of longevity steps) shall be the new step or wage in such reclassification.

ARTICLE XXII – PERSONAL LEAVE

Section 22.01

Any eligible employee in the bargaining unit shall be granted personal leave with pay at the request of the employee to attend to personal business, emergencies at home, but such leave shall not be limited to sickness, accident or maternity leave in his immediate family and shall not preclude other reasonable causes. Request for such leave must be made to the person in charge of each category as defined in Article I or in his absence to the Director of Human Resources, either of whom shall render a decision concerning the granting or denial of such "Paid" personal leave.

ARTICLE XXIII – LABOR-MANAGEMENT COMMITTEE

Section 23.01

The Town and the Union agree to form a Committee which shall be composed of one (1) employee from Conservation, Golf, Water Pollution Control Authority and Public Works (Parks, Highway, Building, Mechanics and Tree) and supervisors from the same areas selected by Management. The Committee shall also include the Director of Human Resources or designee.

Section 23.02

The Committee will meet at least once in each calendar quarter to receive suggestions on ways to improve the public image of all categories. Such suggestions shall include, but shall not be limited to, ways and means of improving appearance, productivity, coordination of activities and assignments, public relations activities and such other areas as will foster pride by the employees in their work and pride and respect in the employer for the work being done.

ARTICLE XXIV – NON-DISCRIMINATION CLAUSE

Section 24.01

The Town acknowledges that it is an equal opportunity employer, and the Town and the Union agree that there shall be no discrimination against any person or groups of persons on the grounds of race, color, religion, creed, age, sex, marital status, national origin, disability, or veteran status.

ARTICLE XXV - EFFECTIVE DATE AND DURATION

Section 25.01

This Agreement shall remain in full force and effect for a period from July 1, 2014, through June 30, 2020, as required by MERA as it applies to all items in this Agreement unless otherwise stated within the body of this Agreement. Negotiation for an Agreement to succeed this Agreement shall be in accordance with the applicable state law.


IN WITNESS WHEREOF, this Agreement is executed this 8th day of August 2018.

Town of Fairfield

**United Public Services Employees
Union, Unit #454**

 7/30/18
Date

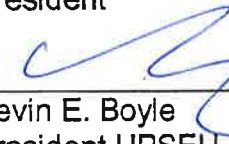
Michael C. Tetreau
First Selectman

 7/31/18
Date

Emmet P. Hibson, Jr.

 8-1-18
Date

Ed Singleton
President

 7/24/18
Date

Kevin E. Boyle
President UPSEU

 7/24/18
Date

Craig L. Manemeit, Esq.
UPSEU In House Counsel

 8/6/18
Date

Union Negotiation Member

 8/6/18
Date

Union Negotiation Member

 8/6/18
Date

Union Negotiation Member

Ratification by RTM date: June 25, 2018

APPENDIX A
HOURLY RATE SCALE
PUBLIC WORKS BARGAINING UNIT

July 1, 2014 to June 30, 2015 (2.00%)

<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4*</u>	<u>5**</u>	<u>6***</u>
H-06	19.96	20.43	20.94	21.57	22.00	22.56
H-07	21.31	21.85	22.38	22.95	23.53	24.12
H-08	23.94	24.61	25.35	26.09	26.87	27.68
H-09	24.57	25.12	25.94	26.71	27.51	28.34
H-10	25.10	25.76	26.56	27.36	28.20	29.04
H-11	25.69	26.45	27.20	28.00	28.84	29.72
H-12	26.23	27.04	27.81	28.65	29.50	30.39
H-13	26.92	27.70	28.53	29.38	30.26	31.17
H-14	27.21	28.36	29.21	30.08	30.99	31.93
H-15	28.33	29.08	30.05	30.96	31.90	32.85
H-16	28.95	29.82	30.79	31.71	32.66	33.64
H-17	29.74	30.72	31.49	32.44	33.42	34.39
H-18	30.55	31.62	32.32	33.28	34.29	35.30

*10 Year Longevity

**15 Year Longevity

***20 Year Longevity

Effective July 1, 2014, all rates shall be increased by two percent (2%) over the rates in effect on Jun 30, 2014. In the event that there is a conflict between the hourly rates shown in the schedule and the percentage increase set forth in the paragraph above, the percentage rate shall prevail.

In addition, employees will receive, in the first payroll in December, in accordance with the schedule listed below.

LENGTH OF CONTINUOUS SERVICE	PAYMENT AMOUNT
5 years to 9 years	\$400.00
10 years to 14 years	\$600.00
15 years to 19 years	\$800.00
20 years or more	\$1,000.00

APPENDIX B
HOURLY RATE SCALE
PUBLIC WORKS BARGAINING UNIT

July 1, 2015 to June 30, 2016 (2.00%)

Grade	<u>1</u>	<u>2</u>	<u>3</u>	<u>4*</u>	<u>5**</u>	<u>6***</u>
H-06	20.36	20.84	21.36	22.00	22.44	23.01
H-07	21.74	22.29	22.83	23.41	24.00	24.60
H-08	24.42	25.10	25.86	26.61	27.41	28.23
H-09	25.06	25.62	26.46	27.24	28.06	28.91
H-10	25.60	26.28	27.09	27.91	28.76	29.62
H-11	26.20	26.98	27.74	28.56	29.42	30.31
H-12	26.75	27.58	28.37	29.22	30.09	31.00
H-13	27.46	28.25	29.10	29.97	30.87	31.79
H-14	27.75	28.93	29.79	30.68	31.61	32.57
H-15	28.90	29.66	30.65	31.58	32.54	33.51
H-16	29.53	30.42	31.41	32.34	33.31	34.31
H-17	30.33	31.33	32.12	33.09	34.09	35.08
H-18	31.16	32.25	32.97	33.95	34.98	36.01

*10 Year Longevity

**15 Year Longevity

***20 Year Longevity

Effective July 1, 2015, all rates shall be increased by two percent (2%) over the rates in effect on Jun 30, 2015. In the event that there is a conflict between the hourly rates shown in the schedule and the percentage increase set forth in the paragraph above, the percentage rate shall prevail.

In addition, employees will receive, in the first payroll in December, in accordance with the schedule listed below.

LENGTH OF CONTINUOUS SERVICE	PAYMENT AMOUNT
5 years to 9 years	\$400.00
10 years to 14 years	\$600.00
15 years to 19 years	\$800.00
20 years or more	\$1,000.00

APPENDIX C
HOURLY RATE SCALE
PUBLIC WORKS BARGAINING UNIT

July 1, 2016 to June 30, 2017 (2.00%)

Grade	<u>1</u>	<u>2</u>	<u>3</u>	<u>4*</u>	<u>5**</u>	<u>6***</u>
H-06	20.77	21.26	21.79	22.44	22.89	23.47
H-07	22.17	22.73	23.28	23.88	24.48	25.09
H-08	24.91	25.60	26.37	27.14	27.96	28.80
H-09	25.56	26.13	26.99	27.79	28.62	29.48
H-10	26.11	26.80	27.63	28.47	29.34	30.21
H-11	26.73	27.52	28.30	29.13	30.01	30.92
H-12	27.29	28.13	28.93	29.81	30.69	31.62
H-13	28.01	28.82	29.68	30.57	31.48	32.43
H-14	28.31	29.51	30.39	31.30	32.24	33.22
H-15	29.47	30.25	31.26	32.21	33.19	34.18
H-16	30.12	31.02	32.03	32.99	33.98	35.00
H-17	30.94	31.96	32.76	33.75	34.77	35.78
H-18	31.78	32.90	33.63	34.62	35.68	36.73

*10 Year Longevity

**15 Year Longevity

***20 Year Longevity

Effective July 1, 2016, all rates shall be increased by two percent (2%) over the rates in effect on Jun 30, 2016. In the event that there is a conflict between the hourly rates shown in the schedule and the percentage increase set forth in the paragraph above, the percentage rate shall prevail.

In addition, employees will receive, in the first payroll in December, in accordance with the schedule listed below.

LENGTH OF CONTINUOUS SERVICE	PAYMENT AMOUNT
5 years to 9 years	\$400.00
10 years to 14 years	\$600.00
15 years to 19 years	\$800.00
20 years or more	\$1,000.00

**APPENDIX D
HOURLY RATE SCALE
PUBLIC WORKS BARGAINING UNIT**

July 1, 2017 to June 30, 2018 (2.00%)

<u>Grade</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4*</u>	<u>5**</u>	<u>6***</u>
H-06	21.18	21.68	22.22	22.89	23.35	23.94
H-07	22.61	23.19	23.75	24.35	24.97	25.60
H-08	25.41	26.12	26.90	27.69	28.51	29.37
H-09	26.07	26.66	27.53	28.34	29.19	30.07
H-10	26.64	27.34	28.19	29.03	29.93	30.82
H-11	27.26	28.07	28.86	29.71	30.61	31.54
H-12	27.84	28.70	29.51	30.40	31.31	32.25
H-13	28.57	29.40	30.28	31.18	32.11	33.08
H-14	28.88	30.10	31.00	31.92	32.89	33.88
H-15	30.06	30.86	31.89	32.85	33.85	34.86
H-16	30.72	31.65	32.67	33.65	34.66	35.70
H-17	31.56	32.60	33.42	34.43	35.47	36.49
H-18	32.42	33.56	34.30	35.32	36.39	37.46

*10 Year Longevity

**15 Year Longevity

***20 Year Longevity

Effective July 1, 2017, all rates shall be increased by two percent (2%) over the rates in effect on Jun 30, 2017. In the event that there is a conflict between the hourly rates shown in the schedule and the percentage increase set forth in the paragraph above, the percentage rate shall prevail.

In addition, employees will receive, in the first payroll in December, in accordance with the schedule listed below.

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>PAYMENT AMOUNT</u>
<u>5 years to 9 years</u>	<u>\$400.00</u>
<u>10 years to 14 years</u>	<u>\$600.00</u>
<u>15 years to 19 years</u>	<u>\$800.00</u>
<u>20 years or more</u>	<u>\$1,000.00</u>

APPENDIX E
HOURLY RATE SCALE
PUBLIC WORKS BARGAINING UNIT

July 1, 2018 to June 30, 2019 (2.00%)

Grade	<u>1</u>	<u>2</u>	<u>3</u>	<u>4*</u>	<u>5**</u>	<u>6***</u>
H-06	21.61	22.11	22.67	23.35	23.81	24.42
H-07	23.07	23.65	24.23	24.84	25.47	26.11
H-08	25.91	26.64	27.44	28.24	29.08	29.96
H-09	26.60	27.19	28.08	28.91	29.78	30.68
H-10	27.17	27.88	28.76	29.62	30.52	31.43
H-11	27.81	28.63	29.44	30.31	31.22	32.17
H-12	28.39	29.27	30.10	31.01	31.93	32.90
H-13	29.14	29.98	30.89	31.80	32.75	33.74
H-14	29.45	30.70	31.62	32.56	33.54	34.56
H-15	30.67	31.48	32.53	33.51	34.53	35.56
H-16	31.34	32.28	33.33	34.32	35.35	36.41
H-17	32.19	33.25	34.09	35.11	36.17	37.22
H-18	33.07	34.23	34.99	36.02	37.12	38.21

*10 Year Longevity

**15 Year Longevity

***20 Year Longevity

Effective July 1, 2018, all rates shall be increased by two percent (2%) over the rates in effect on Jun 30, 2018. In the event that there is a conflict between the hourly rates shown in the schedule and the percentage increase set forth in the paragraph above, the percentage rate shall prevail.

In addition, employees will receive, in the first payroll in December, in accordance with the schedule listed below.

LENGTH OF CONTINUOUS SERVICE	PAYMENT AMOUNT
5 years to 9 years	\$400.00
10 years to 14 years	\$600.00
15 years to 19 years	\$800.00
20 years or more	\$1,000.00

APPENDIX F
HOURLY RATE SCALE
PUBLIC WORKS BARGAINING UNIT

July 1, 2019 to June 30, 2020 (2.00%)

Grade	<u>1</u>	<u>2</u>	<u>3</u>	<u>4*</u>	<u>5**</u>	<u>6***</u>
H-06	22.04	22.56	23.13	23.81	24.29	24.91
H-07	23.53	24.12	24.72	25.34	25.98	26.63
H-08	26.43	27.17	27.99	28.81	29.67	30.56
H-09	27.13	27.73	28.65	29.49	30.37	31.29
H-10	27.71	28.44	29.34	30.22	31.14	32.06
H-11	28.36	29.20	30.03	30.92	31.84	32.81
H-12	28.96	29.85	30.71	31.63	32.57	33.55
H-13	29.72	30.58	31.51	32.44	33.41	34.41
H-14	30.04	31.31	32.26	33.22	34.22	35.25
H-15	31.28	32.11	33.18	34.18	35.22	36.27
H-16	31.96	32.92	34.00	35.01	36.06	37.14
H-17	32.84	33.92	34.78	35.82	36.90	37.97
H-18	33.73	34.91	35.69	36.74	37.86	38.97

*10 Year Longevity

**15 Year Longevity

***20 Year Longevity

Effective July 1, 2019, all rates shall be increased by two percent (2%) over the rates in effect on Jun 30, 2019. In the event that there is a conflict between the hourly rates shown in the schedule and the percentage increase set forth in the paragraph above, the percentage rate shall prevail.

In addition, employees will receive, in the first payroll in December, in accordance with the schedule listed below.

LENGTH OF CONTINUOUS SERVICE	PAYMENT AMOUNT
5 years to 9 years	\$400.00
10 years to 14 years	\$600.00
15 years to 19 years	\$800.00
20 years or more	\$1,000.00

APPENDIX G
2010-2014
TOWN OF FAIRFIELD CLASSIFICATION PLAN
OF PUBLIC WORKS POSITIONS

GRADE	JOB CLASSIFICATION
H-06	Laborer I
H-07	Laborer II
H-08	Laborer III Wastewater Laborer III Greenskeeper Trainee Conservation Crewman Trainee
H-09	Maintenance Repairman I Automotive Serviceman
H-10	Laborer IV Wastewater Laborer IV Assistant Greenskeeper Conservation Crewman I
H-12	Mechanic I Auto Equipment Operator I Wastewater Laboratory Assistant Maintenance Repairman II Wastewater Repairman II Conservation Crewman II Lab Assistant
H-13	Auto Equipment Operator II Greenskeeper Wastewater Maintenance Mechanic I
H-14	Maintenance Repairman III Auto. Equipment Operator III Mechanic II Wastewater Maintenance Repairman III
H-15	Foreman I Mechanic III Auto. Equipment Operator IV Maintenance Repairman IV Wastewater Plant Operator Conservation Crew Chief
H-16	Foreman II

	Plumber/Welder
	Wastewater Maintenance Repairman IV
	Mechanic IV
H-17	Foreman III
	Chief Mechanic
	Master Mechanic-Police
H-18	Foreman IV
	Wastewater Operations Foreman
	Wastewater Electrical/Instrument Technician
	Wastewater Collections System Foreman

**Employee Service Report
Town of Fairfield
Fairfield, Connecticut 06430**

Employee: _____ Date: _____

Department: _____ Classification: _____

Period of Review: _____ to _____

Purpose: To improve Town service and employee job satisfaction through review of the employee's performance and accomplishments on assigned responsibilities, plans and objectives.

This Employee Service Report is to be made annually on each employee. To obtain valid results, deliberate and thorough consideration of each rating factor is necessary. You are asked to use your own independent judgment. Circle the appropriate rating per the following:

Definition of Rating Factors

1. **Needs Improvement** - Results are less than normally expected and below the requirements of the position. Requires more frequent and closer supervision. Employee performance requires considerable improvement.
2. **Below Average** - Performance falls below the level expected for the position. Requires additional effort, instruction, and supervision. Requires improvement in interpersonal skills.
3. **Satisfactory** - Performance which is satisfactory and consistent with job requirements. Assignments are accomplished with minimal supervision and direction. Performance level is as expected of a fully qualified and experienced employee in the position.
4. **Above Average** - Performance consistently exceeds that which the job requires.
5. **Outstanding** - Ranks with the very best.

SINCE THIS FORM SHOULD BE USED TO FACILITATE COMMUNICATION IT IS IMPORTANT THAT COMMENTS ARE USED TO IDENTIFY AN EMPLOYEE'S STRENGTHS AND WEAKNESSES. The employee will receive the form when the manager does. This will also help to identify the types of training needed for improvement or for professional development. Both parties should have the form filled out at the actual review. An employee must first go to their department manager if an evaluation is not given three weeks from the annual review. If no response is given then employee should go to the Human Resources Department.

Work Ethics

Promptness in reporting for work	1	2	3	4	5
Dresses appropriately for the job	1	2	3	4	5
Starts work promptly	1	2	3	4	5
Uses time responsibly	1	2	3	4	5
Absenteeism	1	2	3	4	5

Comments: _____

Interpersonal Skills

Ability to work with others	1	2	3	4	5
Ability to work for others	1	2	3	4	5
Ability to accept feedback	1	2	3	4	5
Deals with the public appropriately	1	2	3	4	5
Able to Effectively Communicate	1	2	3	4	5

Comments:

Performance

Knowledge of work	1	2	3	4	5
Ability to understand directions	1	2	3	4	5
Shows ingenuity - creative problem solving	1	2	3	4	5
Volume of work	1	2	3	4	5
Quality of work	1	2	3	4	5
Ability to meet specific job assignments	1	2	3	4	5

Comments:

Attitude

Initiative; seeks additional tasks	1	2	3	4	5
Shows interest & enthusiasm	1	2	3	4	5
Projects a positive influence	1	2	3	4	5
Team Player	1	2	3	4	5

Comments:

Supervisory Skills & Characteristics

Number of people supervised _____

Type (level) of supervision _____

Quality of supervision	1	2	3	4	5
Accomplishment of Dept. Goals & Objectives	1	2	3	4	5
Ability to motivate employees	1	2	3	4	5
Ability to delegate/assign work	1	2	3	4	5

Comments: _____

Overall Rating of the Employee

1. Needs Improvement
2. Below Average
3. Satisfactory
4. Above Average
5. Outstanding

Comments: _____

Do you recommend that this employee be given a step increase? (Check one)

Yes _____ No _____ Employee at top of range _____

Goals:

A. List three most important goals and objectives and time frame to accomplish these:

1.

2.

3.

B. Significant accomplishments and contributions:

C. Areas requiring improvement:

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

Date: _____ Signed: _____
Employee

Date: _____ Signed: _____
Reviewer

Date: _____ Signed: _____
Department Head

Employee Comments:
