AGREEMENT

between

THE TOWN OF MONTVILLE

and

WATER POLLUTION CONTROL AUTHORITY EMPLOYEES
LOCAL 1303-341 OF COUNCIL #4
AFSCME, AFL-CIO

# TABLE OF CONTENTS

Table of Contents
PREAMBLE ......................................................................................................................... 1
ARTICLE I - RECOGNITION ............................................................................................... 1
ARTICLE II - UNION SECURITY ......................................................................................... 1
ARTICLE III - MANAGEMENT RIGHTS ............................................................................... 2
ARTICLE IV - SENIORITY .................................................................................................. 4
ARTICLE V - PROMOTIONS AND VACANCIES .................................................................. 3
ARTICLE VI - HOURS OF WORK AND OVERTIME ............................................................. 5
ARTICLE VII - RESERVED FOR FUTURE USE ................................................................. 8
ARTICLE VIII - CLASSIFICATIONS .................................................................................... 8
ARTICLE IX - HOLIDAY ..................................................................................................... 8
ARTICLE X - WAGES ........................................................................................................ 9
ARTICLE XI - INSURANCE AND PENSION ...................................................................... 10
ARTICLE XII - LEAVE ...................................................................................................... 14
ARTICLE XIII - VACATIONS ............................................................................................. 17
ARTICLE XIV - DISCIPLINARY ACTIONS ......................................................................... 19
ARTICLE XV - EDUCATION INCENTIVE ......................................................................... 20
ARTICLE XVI - MISCELLANEOUS .................................................................................... 21
ARTICLE XVII - GRIEVANCE PROCEDURE ................................................................. 22
ARTICLE XVIII - SAVINGS CLAUSE ............................................................................. 23
ARTICLE XIX - DURATION ............................................................................................... 23
SIGNATURE PAGE ............................................................................................................. 25
APPENDIX A - AUTHORIZATION FOR PAYROLL DEDUCTION ...................................... 26
APPENDIX B - JOB DESCRIPTIONS .................................................................................. 27
APPENDIX C - WAGE SCALE ........................................................................................... 28
APPENDIX D - MEAL REIMBURSEMENT REQUEST ...................................................... 31
APPENDIX E - HEALTH INSURANCE PLAN DESIGN ..................................................... 32
PREAMBLE

This Agreement is entered into by and between the Water & Water Pollution Control Authority of the Town of Montville, hereinafter referred to as the "Town", "Employer" and the "Authority" and Local 1303-341 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I - RECOGNITION

1.0 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment, and all other conditions of employment for the following employees of the Authority, in accordance with State Board of Labor Relations Decision No. 3231.

- Senior Laboratory Operator
- Potable Water Operator
- Laboratory Operator
- Laboratory Operator - Uncertified
- Waste Water Treatment Operator Class III
- Waste Water Treatment Operator Class II
- Waste Water Treatment Operator Class I
- Waste Water Treatment Operator - Uncertified
- Senior Maintenance & Operations Inspector
- Senior Maintenance Mechanic
- Maintenance Mechanic
- Maintainer
- Clerk
- Collection System Operator III
- Collection System Operator II
- Collection System Operator I

ARTICLE II - UNION SECURITY

2.0 All employees within the bargaining unit shall become and remain members of the Union or pay a service fee equal to Union dues as a condition of continuing employment not later than thirty (30) days after their date of hire. An agency fee payer may apply to the AFSCME International Union for a rebate in accordance with the Union's existing procedure.

(101403833.DOC; v.)
2.1 Upon receipt of individual written authorization from bargaining unit members (See Appendix A), the Employer agrees to deduct Union membership dues or service fees each week from the pay of those employees who individually and in writing authorize such deductions and to remit same to the Financial Officer of the Union not later than the last day of each month.

2.2 The monthly dues or service fees remittance to the Union will be accompanied by a list of names of those employees from whose wages deductions for dues have been made.

2.3 The monthly deductions specified in the above sections may be increased or decreased by the Union with notice from the Union President to the Employer's designee.

2.4 The Union agrees to indemnify, save and hold the Employer harmless against any or all claims, demands, suits, or other forms of liability including attorney's fees and costs of administrative or other hearings or proceedings that shall or may arise out of, or by reason of, any action or inaction taken by the Employer for purposes of complying with the provisions of this Article.

2.5 Any employee failing to comply with the above Section 2.0 within thirty (30) days from the effective date of this Agreement or thirty (30) days from his/her date of hire shall be subject to immediate dismissal, upon request of the Union, if he/she continues to refuse to comply with above Section 2.0.

ARTICLE III - MANAGEMENT RIGHTS

3.0 It is recognized that the Employer has and will continue to retain its rights, privileges, duties, obligations and responsibilities to direct, promote, and maintain the affairs of the Employer in all of its various aspects, except those specifically abridged or modified by this Agreement including, but not limited to, the following items:

A. the operation and direction of the Employer;
B. the determination of the level of services to be provided;
C. the direction, control, supervision, and evaluation of employees;
D. the establishment or change of job assignments;
E. the determination and interpretation of job descriptions;
F. the increase, change or discontinuation of operations in whole or in part;
G. the institution of technological changes;
H. the revising of processes, systems or equipment;
I. the alteration, addition, or elimination of existing methods, equipment, or facilities;
J. the determination of the location, organization, number and training of personnel of the Employer;
K. the assignment of duties and work assignments;
L. the assignment to duty stations;
M. the scheduling and assigning of leaves;
N. the scheduling and enforcement of working hours and work breaks;
O. the establishment and change of schedules and shifts;
P. the assignment of overtime;
Q. the hiring, appointment and promotion of employees;
R. the demotion, suspension, discipline or discharge of employees;
S. the layoff or relief of employees due to lack of funds or of work;
T. the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Employer deems necessary; provided, however, that no specific provision in this Agreement is violated.

During an emergency, the Employer shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

3.1 The Employer's failure to exercise any management right in a particular way, shall not be deemed a waiver of any right or preclude the Employer from exercising the same in some other way not in conflict with the provisions of this Agreement.
ARTICLE IV - SENIORITY

4.0 An employee who has never accrued seniority under this Agreement or predecessor agreements between the Employer and the Union, or an employee rehired after termination shall be in "probationary" status until he/she has completed one (1) year of actual work. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement.

4.1 All employees who have completed their probationary period shall be permanent employees and their seniority will then date back to the time they were hired; except seasonal employees hired to supplement the work force between May 1st and October 31st and employees who work part-time.

4.2 Layoff. In the event a layoff becomes necessary, the least senior employee in the classification shall be laid off first and so on with senior employees able to bump jobs of lesser classification only if the bumping employee is qualified to perform the functions of an employee in such classification, immediately, without training or break-in.

It shall be the responsibility of the laid off employee to notify the Employer and the Union of any changes of address.

4.3 Laid off employees shall be recalled to work by classification with the most senior employee recalled first and so on.

4.4 No new employees shall be hired until all qualified laid off employees have first been recalled or until one (1) year after the layoff of said employees, whichever date occurs first.

4.5 Layoffs shall take effect in the following manner:

A. Part-Time employees.

B. Employees working twenty (20) hours a week but less than forty (40) hours a week.

C. Probationary employees.
4.6 An employee about to be laid off will be given two (2) week's notice or the equivalent in wages.

ARTICLE V - PROMOTIONS AND VACANCIES

5.0 All promotional opportunities and job vacancies which the Employer intends to fill shall be posted for a period of five (5) working days within the agreed bargaining unit areas.

5.1 A. New positions and/or job vacancies which the Employer intends to fill shall be posted to give employees of the bargaining unit the first opportunity to apply for these openings.

B. From among applicants qualified for a posted position, based on prior attendance at work, past job performance, technical knowledge and skills, among other factors, the Employer will award the position to the most qualified applicant; provided that, if, because two (2) or more applicants are equally qualified, application of such standard results in a choice of more than one (1) applicant who might be awarded the job, the Employer will award the job to the senior employee.

5.2 Promotions to fill vacancies are upon a one-hundred eighty (180) day qualifying period during which the employees must demonstrate to the Employer that he/she is qualified to perform the duties of the higher job classification. In the event that employees does not satisfactorily perform during such qualifying period, the employee shall be reinstated to his/her prior job classification and receive the rate of pay applicable to such job classification, if a position is available.

ARTICLE VI - HOURS OF WORK AND OVERTIME

6.0 The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages.

6.1 The regular workweek will be as follows:

A. Eight (8) hours a day;

B. Forty (40) hours a week consisting of five (5) days a week:

C. Normal working hours are 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m., and 1:00 p.m. to 7:00 a.m., however, the Employer reserves the right to
alter the normal hours of work for some employees upon five (5) working
days notice should working conditions warrant. Alteration of the normal
work hours includes, but is not limited to, the implementation of a
staggered start for the regular day shift between 6:00 a.m. and 9:00 a.m.
(e.g., 6:00 a.m. to 2:00 p.m., 7:00 a.m. to 3:00 p.m., 8:00 a.m. to 4:00
p.m., and 9:00 a.m. to 5:00 p.m.).

6.2 A. Time and one-half (1/2) shall be paid for all time worked beyond eight (8)
hours in any regular work day in conjunction with 6.2(B) below. For the
purposes of this section, paid vacation and personal leave shall be
considered hours worked.

B. Time and one-half (1/2) shall be paid for all time worked beyond forty (40)
hours in any one week. For the purposes of this section, paid vacation,
personal and sick leave shall be considered hours worked.

6.3 A. Time and one-half (1 1/2) shall be paid for all time worked on an
employee’s first regularly scheduled day off.

B. Double-time shall be paid for all time worked on an employee’s second
regularly scheduled day off.

C. Double-time shall be paid for all time worked on holidays in addition to
holiday pay.

D. It is mutually agreed that the Employer shall have the right to create shifts
that would include Saturday and Sunday as a regular work day.

These shifts shall be offered to qualified employees on a seniority basis
first. In the event the Senior Qualified Employees do not request these
shifts, employees shall be assigned on the basis of the Qualified
Employee with the least seniority.

6.4 When employees are required to work overtime, overtime shall be offered to
qualified employees in their classification first, then any employee qualified
throughout the bargaining unit based on a rotating basis. Before requiring
employees to work overtime, the Employer will request volunteers from among
the qualified employees. Overtime will be allocated as equally as possible
among qualified employees. In the event of an inadvertent violation of this
clause, the Employer shall offer the aggrieved employee the next available
overtime opportunity. For purposes of overtime equalization, an employee who
refuses voluntary overtime will be considered to have worked the number of
overtime hours he/she would have work had he/she not refused the overtime. In
the event enough employees are not available, the Employer has the right to
order employees to work. It is understood that all qualified employees of the bargaining unit shall be called, offered and utilized before the use of any outside contractors.

6.5 Call-Back Pay. Any Employee called in to work other than time contiguous to the regularly scheduled hours of work, i.e., early reporting before the start of the regular work day and hours worked at the end of the regular work day, shall be guaranteed a minimum of three (3) hours.

A. 1. Employees who are qualified as determined by the Town (including, but not limited to, an employee’s reasonable ability to respond to a call-back from his/her residence within thirty (30) minutes; an employee’s responsiveness to call-backs) and who wish to volunteer for primary call-back duty over the course of a twenty-six (26) week period, will be assigned to weekly (Monday through Sunday) primary call-back duty outside normal working hours on a rotational basis by seniority. If there are insufficient volunteers to cover the primary call-back responsibilities during a particular twenty-six (26) week period, qualified employees will be assigned such responsibilities on a weekly, rotating basis throughout the twenty-six (26) weeks, in inverse order of seniority. Individuals who have volunteered for certain weeks will not be placed in the assignment rotation until all other eligible bargaining unit members have been on call for at least the same amount of weeks volunteered.

2. (a) An employee performing primary call-back duty will be paid a stipend of $400 for the assigned weekly period. If the assignment cannot be completed due to extenuating, unforeseen circumstances, and arrangements are made for a replacement employee to perform the remainder of the assignment, the stipend will be reduced on a prorated basis. If an employee needs to find a replacement to cover all or a part of his/her call-back duty, it will be his/her obligation to find a replacement and notify the Superintendent of the change; in the absence of a replacement, the originally assigned employee must remain on call-back duty.

An employee performing primary call back duty will have available for use a Town vehicle designated by the Superintendent; such vehicle may only be used for business purposes, and may not be taken outside of Connecticut. In the event a replacement is needed, the initially scheduled employee is to return the vehicle for use by the replacement...
employee. If, due to extenuating and/or unforeseen circumstances, the initially scheduled employee is unable to return the vehicle for the replacement, then the replacement will not be provided with vehicle.

(b) An employee who actually carries out the remainder of a weekly assignment shall be paid the balance of the stipend on a pro-rated basis.

3. Any employee on primary call-back duty must respond to all calls, and will contact the Superintendent or his/ her designee if the employee reasonably believes that additional qualified employees are required to perform and/or assist in performing work. The Superintendent will then determine whether any additional qualified employee is required.

4. Failure to respond to a call and/or to find a replacement may result in disciplinary action.

B. Call-Back Equalization. For all call-backs not falling under the primary call-back duty provision in Section 6.5A above, the Employer shall determine when and by whom a call-back will be worked. Before requiring employees to work a call-back, the Employer will request volunteers from among qualified employees. For purposes of equalization, an employee who refuses a call-back will be considered to have worked.

ARTICLE VII - RESERVED FOR FUTURE USE

ARTICLE VIII - CLASSIFICATIONS

8.0 The qualifications, duties and responsibilities of every position shall be defined and made a part of this Agreement (see Appendix B). However, it is understood that the employees within the unit perform "cross over" work within the various classifications as a matter of normal and accepted procedure and practice.

ARTICLE IX - HOLIDAY

9.0 All employees covered under this Agreement shall receive the following paid holidays:
New Year's Day       Labor Day
Martin Luther King Day*   Columbus Day
Presidents' Day         Veteran's Day
Good Friday            Thanksgiving Day
Memorial Day            Day after Thanksgiving
Fourth of July          Christmas Day
Employee's Birthday     Floating Holiday

0.1 A. If a holiday falls during an employee's vacation, employee shall utilize, and be paid, only for the holiday.

B. Employees who do not actually work their last scheduled work day before, and the first scheduled work day after a holiday, shall be ineligible for the benefits set forth in this Article.

C. Any holiday falling on the employee's second regularly scheduled (consecutive) day off shall be observed on the following day.

D. Any holiday falling on the employee's first regularly scheduled day off shall be observed on the preceding day.

E. The observed or contractual holiday shall be the only controlling day for purposes of establishing leave or the right to premium pay (double time), when the employee actually works.

*Example: The Martin Luther King holiday was observed on Monday, January 15, 2001. Employees working on that day are either entitled to either take Tuesday off as their paid holiday or receive holiday pay; not both.

ARTICLE X - WAGES

10.0 All wage rates effective during the term of this Agreement shall be reduced to writing by classification and added to this Agreement as Appendix C.

Retroactive to January 1, 2017
Equity Adjustment for all employees of $0.75 per hour
2.25% General Wage Increase

July 1, 2017 2.5% General Wage Increase
Equity Adjustment for Clerk of $0.75 per hour
July 1, 2018 2.5% General Wage Increase
July 1, 2019 2.5% General Wage Increase

{101403833.DOC, v.}
10.1 All employees shall be paid no less than bi-weekly.

10.2 A. The Employer shall provide each employee with a copy of the contract within thirty (30) days after it is signed by both parties. New Employees will be provided with a copy of this agreement at the time they are hired.

B. The Employer shall provide Council #4 Office with four (4) signed copies of the Agreement no later than thirty (30) days after it is signed by both parties.

10.3 A. Employees not at the top step of their classification shall advance one (1) step on the pay plan upon completion of one full year’s active service in their current step, until they reach the top step of their classification. Step advancements shall be contingent on satisfactory performance. New employees shall be hired at Step 1.

B. Employees receiving a performance rating which is unsatisfactory shall be reevaluated in three (3) months. Performance shall continue to be evaluated in three (3) month intervals until performance is satisfactory. Employees who have received an unsatisfactory rating shall not be eligible for a step increase until they receive a satisfactory rating. The step increase shall not be retroactive. The employee’s anniversary date will not change for purposes of future step eligibility. Discipline may be imposed for unsatisfactory performance.

C. An unsatisfactory rating that does not result in the loss of a step or discipline shall not be arbitrable. Performance ratings resulting in the loss of a step and/or discipline are grievable/arbitrable.

10.4 The Employer will pay a per diem of $50.00 per work day to an employee who is designated to function as the Chief Operator.

ARTICLE XI - INSURANCE AND PENSION

11.0 This Article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall prevail.
Eligibility: The Town shall provide eligible employees who regularly work thirty (30) or more hours per week, and their eligible dependents, the Blue Cross/Blue Shield Century Preferred Plan with vision care, or overall comparable group health and hospitalization insurance.

Newly hired employees are not eligible for coverage until the first of the month following thirty (30) days of employment, i.e., if an employee commences work on April 15th, he/she will not be eligible for insurance coverage until June 1st.

Change of Carriers/Funding Arrangements: The Town, however, reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or self insure as it deems appropriate for any form or portion of the insurance coverage referred to in this article, so long as the new coverage and benefits are overall comparable to the conventional insurance set forth above. For purposes of this Article, “overall comparable” means that the disruption analysis for physicians will not exceed nine and one half percent (9.5%).

The health insurance plan design through June 30, 2017 shall be as follows;

<table>
<thead>
<tr>
<th>Medical Service</th>
<th>Employee Co-Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive Care</td>
<td>0</td>
</tr>
<tr>
<td>Office Visit</td>
<td>$25</td>
</tr>
<tr>
<td>Hospital Co-pay</td>
<td>$200</td>
</tr>
<tr>
<td>ER Co-pay</td>
<td>$100</td>
</tr>
<tr>
<td>Urgent Care Co-pay</td>
<td>$75</td>
</tr>
<tr>
<td>Outpatient Surgery Co-pay</td>
<td>$125</td>
</tr>
<tr>
<td>Prescription (RX)</td>
<td>$10/20/30; $2000 max. then 80%/20% coinsurance</td>
</tr>
<tr>
<td>Out of Network Deductible</td>
<td>$400/$800/$1000</td>
</tr>
<tr>
<td>Out of Network Co-insurance</td>
<td>20% to $3000/$6000/$9000</td>
</tr>
</tbody>
</table>

The health insurance plan design effective July 1, 2017 and July 1, 2018 are set forth in Appendix E.

11.1 a. Cost Shares and HSA Funding

Cost Shares

Effective January 1, 2016, each employee shall be responsible for
sixteen percent (16%) of the applicable conventional premium rate (COBRA rate) for the PPO Plan as determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2017, each employee shall be responsible for eleven percent (11%) of the applicable allocated rate for the High Deductible Health Plan as determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2018, each employee shall be responsible for twelve percent (12%) of the applicable allocated rate for the High Deductible Health Plan as determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2019, each employee shall be responsible for twelve and one half percent (12.5%) of the applicable allocated rate for the High Deductible Health Plan as determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

**HSA Funding:**

Effective July 1, 2017, the Town shall contribute sixty percent (60%) of the deductible for the HDHP, provide the employee has set up an HSA. The payment shall be made in July each year.

Effective July 1, 2018, and each fiscal year thereafter, the Town shall contribute fifty percent (50%) of the deductible for the HDHP, provide the employee has set up an HSA. Each payment shall be made in July each year.
b. **Alternate Plan.** The Town may implement an alternate plan as an option to the PPO plan. The Town reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate plan.

11.2 **Group Dental Coverage.** Full coverage Blue Cross Dental Plan for employees and their dependents. Full dental coverage with Rider A and Rider D.

11.3 **Vision Care Rider.** Anthem Blue Cross and Blue Shield Vision Care Rider.

11.4 **Group Term Life Insurance.** $50,000.00 Life Insurance and Accidental Death and Dismemberment for Employee Only.

11.5 **Long Term Disability Coverage.** Long Term Disability Coverage after ninety (90) days of absence.

11.6 **Insurance Waiver.** An employee at his/her option may elect to receive payment in lieu of medical insurance coverage. The Employer agrees to pay to employees, who choose such payment, in June of each year for the previous year, in the amount of the premium saved by the Employer at the time of the waiver, because of said waiver, or the following schedule, whichever is less:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$2,250</td>
</tr>
<tr>
<td>Two-person</td>
<td>$2,750</td>
</tr>
<tr>
<td>Family</td>
<td>$3,250</td>
</tr>
</tbody>
</table>

Should an employee resume coverage during the year, the Employer will pay in June on a pro-rated basis. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Employer to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section. **Waiver of coverage procedures must be acceptable to the applicable insurance carrier.**

11.7 **Notice of Intention to waive insurance coverage must be sent to the Mayor not later than June 1st**, to be effective on July 1st of each contract year. The Election waiver coverage shall only be approved after the employee has provided the Employer with proof of alternative insurance coverage.
11.8 Employees are not eligible to receive any stipend for the waiver of insurance coverage if they are covered under any type of Town insurance including Town Board of Education (BOE) coverage.

11.9 Each employee shall be enrolled in the Municipal Employee Retirement Fund Plan B.

ARTICLE XII - LEAVF

12.0 A. 1. Sick Leave. Each employee shall be entitled to fifteen (15) days of sick leave annually, to be accumulated at the rate of one and one-quarter (1 ¼) days per month.

Sick leave is a benefit, not a right. It is not intended as extra vacation time. Employees may use accumulated sick leave for personal illness and medical and dental appointments when unable to schedule before or after working hours. For appointments, use of sick leave is limited to the time actually required for the appointment and travel time to and from the appointment.

(a) Personal Leave. Each employee shall be allowed to use up to a maximum of eight (8) sick days each fiscal year for personal leave. Personal leave must be taken within the fiscal year and cannot be accumulated.

(b) Sick and Personal leave may be taken in increments of one-quarter (1/4) hour.

In order for an employee to schedule a personal day, an employee must provide 24 hours advance notice. Exceptions will be granted by the Employer's designee or his/her designee. Requests for the use of personal days shall not be unreasonably denied.

2. Medical Certification. A medical certificate acceptable to the Town from a duly licensed medical provider shall be required by the Town for the following reasons:

(a) For absences of more than three (3) consecutive days.

(b) After the fifth (5th) full day of sick leave occurrences and each subsequent sick leave occurrence for the duration of the calendar year.
(c) Whenever an employee has used sick leave during vacation, before or after a holiday, or has a pattern of absenteeism.

(d) For prolonged illness or injury exceeding ten (10) days, a medical certificate from a licensed physician may be required, from an employee, for every two (2) week period the employee is absent from work, except that one medical certificate may be acceptable to the Employer if it states that the employee will be unable to work for a specific period of time. In addition, the employee will be required to provide the Employer with a medical certificate prior to returning to work indicating that, in the opinion of his/her physician, the employee is able to return to work and perform all duties associated with his/her position.

(e) Said medical certificate from a licensed physician shall state the nature of the illness or injury and shall contain a statement that in the opinion of said physician the employee is capable of returning to work.

(f) Failure to provide a medical certificate, when required shall result in the employee not being paid for said sick leave occurrence. In addition, the Town may take further disciplinary action.

(g) Nothing herein shall preclude or prohibit the Town from requesting additional information or documentation in accordance with state and/or federal law, such as the ADA, FMLA and/or Workers’ Compensation Act.

B. Accumulated sick days may be carried over from fiscal year to another fiscal year to a total of fifty (50) days maximum accumulation.

C. Each employee who retires in accordance with the provisions for voluntary retirement as provided in the retirement plan or under Social Security, shall receive, based on his/her current wages, full payment for any sick leave he/she may have remaining to his/her credit, up to the amount he/she has accumulated as of 2/1/94, but not to exceed one-hundred fifty (150) days. Thereafter payment will be made for up to one hundred (100) days of sick leaving remaining to his/her credit. The Employer shall submit a list of accumulated sick leave for all employees as of 2/1/94, from which payments under this section will be based. Such payment shall not be made in the event an employee voluntarily separates his/her
service with the Employer as defined in Section 7-431 of the Connecticut General Statutes.

12.1 Bereavement Leave – Immediate Family. Three (3) days special leave with pay shall be granted for death in the immediate family of the employee or employee's spouse. Immediate family is defined as spouse, mother, father, grandmother, grandfather, grandchild, sister, brother and children.

12.2 Bereavement Leave – Death of Other Relatives. One (1) day special leave with pay shall be granted for death in cases involving the loss of an employee's or his/her spouse's aunt, uncle, first cousin, niece, or nephew to attend the funeral.

12.3 Bereavement/Special Leave – Bargaining Unit Member. Special leave of one-half (1/2) day with full pay shall be granted for each occasion for an employee to attend the funeral of any bargaining unit employee.

12.4 Bereavement/Special Leave – Friends. Special leave of one-half (1/2) day per occasion shall be granted, chargeable to sick leave, for an employee to attend funerals of friends, up to a maximum of two (2) days per calendar year.

12.5 Unpaid Leave of Absence. Unpaid leaves of absence for legitimate purposes may be granted to an employee upon written request to the Employer, subject to the approval of the Employer's designee. A notice of such leave will be supplied to the Union President by the employee.

12.6 Workers' Compensation. Employees of the Town are covered by Workers' Compensation Insurance and are paid stated amounts due to injuries sustained on the job. The employee shall be paid by the Employer the difference between the employee's regular base pay less taxes and Workers' Compensation for a period not to exceed ninety (90) days. After the initial ninety days, the amount of pay provided by the Employer to make up the difference shall be charged to the employee's sick leave. At the employee's request, after the exhaustion of all sick leave, the difference may be charged to the his/her vacation. Differential pay shall end upon the exhaustion of all the employee's accrued sick leave and vacation, or the expiration of six (6) months from the date of injury, whichever comes first. Extensions may be granted by the Mayor at the Mayor's option, upon request. The parties intend that this language does not result in employees earning more than base pay while receiving Workers' Compensation and differential pay.

Notwithstanding the above, if the Employer, in its sole discretion, advances pay before an eligibility determination is made, and the Employee is thereafter found ineligible or the Employee's eligibility is terminated for any reason, the deficiency shall be charged at the Employee's option to accumulated sick leave and/or
accumulated vacation leave. However, if an employee has not accumulated sufficient sick and annual leave to cover the period of absence, the employee shall be considered on leave with pay and shall be required to repay the Employer for any salary advanced while on leave with pay in the following manner:

(1) Sick leave;
(2) Vacation;
(3) Personal leave;
(4) Incentives;
(5) Wages

12.7 **Union-Business.** Such Union members as the Union may designate, not to exceed two (2), shall be allowed time off without loss of pay in order to attend scheduled collective bargaining sessions between Employer and the Union.

12.8 **Military Leave.** The Employer will comply with its obligations under Federal and/or State law(s).

12.9 **Jury Duty.** Any employee who has completed his/her probationary period and who is required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service, up to a maximum of fifteen (15) days. For each hour of leave taken, the employee will be compensated by the Employer in an amount equal to his/her straight-time rate of pay, as specified in Article X of this Agreement, less the amount received by the employee from the government. In order to be paid by the Employer for such leave, the employee must submit to the Employer written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation of said service.

**ARTICLE XIII - VACATIONS**

13.0 A. Employees who have been in the employ of the Employer for one (1) year shall receive two (2) weeks' vacation. However, employees may be able to take one week after six (6) months of employment.

B. Employees who have completed one (1) year but less than four (4) years of service shall be entitled to two (2) weeks' vacation with full pay annually.

C. Employees who have completed four (4) years but less than ten (10) years of service shall be entitled to three (3) weeks' vacation with full pay annually.
D. Employees who have completed ten (10) years of service or more shall be entitled to four (4) weeks with full pay annually.

E. Employees hired before July 1, 2013, will be allowed the following additional vacation leave with basic straight pay:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation</th>
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<tbody>
<tr>
<td>16 years</td>
<td>4 weeks and 1 day</td>
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<tr>
<td>17 years</td>
<td>4 weeks and 2 days</td>
</tr>
<tr>
<td>18 years</td>
<td>4 weeks and 3 days</td>
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<tr>
<td>19 years</td>
<td>4 weeks and 4 days</td>
</tr>
<tr>
<td>20 years</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

13.1 A. Subject to the operational needs of the Employer, Employees shall be able to take vacation time off, with pay, at any time during the contract year.

B. In the event of conflicting vacation dates, seniority shall be the determining factor. Regardless of seniority, an employee may not preempt a vacation period which another employee has already been granted. An employee may not change or cancel a vacation period except with prior approval of the Department Head. Failure to give (30) days notice may result in loss of leave for that period.

C. Vacation leave may be taken in hourly increments.

D. The Employer may refuse a vacation request if the work load prohibits employees to be absent. The Employer must allow an employee who has had a vacation request denied, to take said vacation within sixty (60) days of denial. It is understood that this language deals with vacation requests only. Except in cases of extreme emergency, once a vacation request is approved a vacation shall not be denied.

13.2 In the event of the death of an employee, his/her family shall receive pay for all of the vacation he/she may have had accumulated.

13.3 A. For the purpose of computing vacation time off, the employee’s date of hire shall be used. The employee shall have one (1) year to use accumulated vacation time off with pay from the anniversary of his/her date of hire.

B. An employee shall receive vacation pay at the time of his/her vacation provided that proper notice is given.
13.4 In the event an employee terminates in good standing all of his/her vacation pay shall be given to him/her to the full extent of his/her accumulation as of the date of his/her termination.

13.5 In no case will vacation time be carried from year to year. Employees must use at least fifty (50%) percent of their vacation time off each year. If an employee is unable to take his/her remaining accrued vacation (not more than fifty (50%) percent) because of the Employer's operational needs, and at the request the Employer, he/she will be reimbursed for annual accrued and unused vacation leave.

ARTICLE XIV - DISCIPLINARY ACTIONS

14.0 No permanent employee shall be discharged or otherwise disciplined without just cause.

14.1 Disciplinary actions should follow this order:

A. Verbal warning;

B. Written warning;

C. Written warning included with a meeting of the offending party, the Employer and the Union to discuss the incidents leading to disciplinary action,

D. Suspension; and

E. Discharge.

It is mutually understood and agreed by the Employer and the Union that deviation from the above order for disciplinary actions may be warranted in appropriate cases including, but not limited to, theft, drug use, alcohol use, fighting or gross insubordination.

14.2 All disciplinary actions excluding Section 14.1(C) above may be subject to the grievance procedure.

14.3 An employee, upon filing a written request with the Employer's designee, shall have the right to review his/her personnel file and respond in writing to anything contained in same. Any responses shall become a permanent part of the employee's personnel record.
14.4 Notwithstanding the foregoing, in cases where an Employee is charged with a felony crime or a crime arising out of employment and the Employer determines that the charge(s) will be deleterious to or bring discredit to the Employer, the Employer may place the employee on administrative leave, without pay.

ARTICLE XV - EDUCATION INCENTIVE

15.0 The Employer shall pay the cost of tuition, fees, and books for any employee to attend a credited job related course, or a course that will provide professional certification, provided there are sufficient funds in the Employer's budget, and the employee makes a written request to the Employer's designee who must approve the same in advance. The failure of the Employer's designee to approve the request shall not be a grievable matter by the employee or the Union. Payment shall be made for only one (1) said course per semester. Employees will be required to sign the Incentive Reimbursement Form (provided by the Employer) prior to the Employer issuing any payments for such courses.

15.1 Upon completion of any approved course, the employee shall reimburse the Employer, through payroll deduction in ten (10) equal payments, the difference between the percentages below and the cost of the course.

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<thead>
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<th>Grade A or B</th>
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</thead>
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<tr>
<td>Grade D and below</td>
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</table>

In the case of certifications graded Pass/Fail, Pass shall be 100% and Fail 0%.

15.2 Since the rationale for the Employer paying the cost of such courses and classes is that such education will significantly improve the work quality and performance of the employee, thereby benefitting the Employer, any employee voluntarily resigning or terminated for cause shall refund the following percentages of contributions made by the Employer towards their education, either by direct payment or by deduction of the appropriate amount, in accordance with the table below, from said employee's terminal pay. If employee leaves:

<table>
<thead>
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<th>Timeframe</th>
<th>Percentage</th>
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<td>Within one (1) year from completion date of course</td>
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<td>Within two (2) years from completion date of course</td>
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<td>More than three (3) years from completion date of course</td>
<td>0%</td>
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15.3 Employees participating in any such professional education shall do so during non-working hours, unless otherwise approved by the Employer's designee.
compensation will be paid to employees for any hours in attendance at said courses during non-working hours, since it is mutually understood and agreed that attendance is voluntary.

ARTICLE XVI - MISCELLANEOUS

16.0 Uniform Allowance. The Employer will reimburse each employee up to four hundred fifty dollars ($450.00) annually to purchase work uniforms approved by the Superintendent with receipt of purchase. In addition, the Town will reimburse each employee up to one hundred fifty dollars ($150.00) per year for one pair of ANSI approved work boots with receipt of purchase. T-Shirts and foul weather gear will be provided, as needed, and such requests for T-shirts shall not be unreasonably denied. Clothing above the waist must contain the Town of Montville WPCA logo. Employees shall be required to wear approved work boots and uniforms during work hours. Failure to do so may result in disciplinary action.

16.1 Shift Differential. Employees regularly assigned to any shift other than the regular day shift and who work a full shift shall receive an additional premium of fifty ($.50) cents per hour added to their hourly rate.

16.2 Meal Allowance. Employees will be reimbursed for meal expenses actually incurred upon presentation of a receipt or a meal reimbursement form to the WPCA Administrator and/or Mayor, as follows: five dollars and fifty cents ($5.50) for breakfast, eight dollars and seventy-five cents ($8.75) for lunch and ten dollars ($10) for dinner after four (4) hours performing overtime work during snow or ice storms or hurricanes. See Appendix D attached. Meals shall be allowed every four (4) hours of overtime work starting at 8 p.m. on work days, after six (6) hours worked on weekends and holidays, and every four (4) hours thereafter. Employees called to work on regular work days, 4 a.m. or earlier, shall receive five dollars and fifty cents ($5.50) for breakfast.

16.3 Rest Period. During emergency situations in which an employee may be required to work long periods of time, each employee will be allowed a four (4) hour rest period after sixteen (16) hours of work. Any portion of the rest period falling during the regular work day shall be paid as time worked. Employees who work through their rest periods, at the direction of the Employer, may accumulate these hours to be used as personal time at the employee's option at a later time during the year.

16.4 Timekeeping. Employees are accountable to the Town and the Public and, as such, are required to record their daily work hours in a format identified by the Town. Failure to maintain accurate time records may result in discipline. No
employee shall punch input another employee's time. Inputting another employee's time card may result in disciplinary action.

16.5 **End of Year Bonus.** Full time employees who have completed six (6) years of service shall receive annually $20 for each full year of service up to a maximum of $400, as of December 1st each year as an end of year bonus. Full time employees who successfully completed their probation period through five (5) years of service as of December 1st each year shall earn $100. These bonuses shall be paid in separate checks in compliance with state and/or federal law.

16.6 Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

16.7 Employees have a responsibility to perform their duties so as to minimize injuries to themselves or coworkers. Failure to wear required safety gear, use the required safety equipment as directed, or comply with Employer safety rules will result in disciplinary action by the Employer.

**ARTICLE XVII - GRIEVANCE PROCEDURE**

17.0 For the purpose of this Agreement, the term grievance means a dispute concerning the effect, interpretation, application, claim of, breach or violation of this Agreement.

17.1 **Step 1** - A member having a grievance shall reduce the grievance to writing setting forth the specific section of the contract violated, the specific violation, and the specific remedy requested, to the Superintendent or his/her designee within fifteen (15) working days of the occurrence giving rise to the grievance. The Superintendent or his/her designee shall meet with the employee in an attempt to resolve the grievance and shall give his/her written response to the employee within five (5) working days of such discussion. If the grievance is not satisfactorily resolved, it may be processed to Step Two.

**Step 2** - An employee may, within three (3) working days of receipt of the answer of the Superintendent or his/her designee, submit the written grievance to the Mayor. The Mayor shall respond to said grievance in writing within five (5) working days from the date thereof, setting forth his/her decision.

**Step 3** - If, upon receipt of the decision from the Mayor, the Union is still not satisfied with the decision of the Mayor, the decision may be appealed by the Union to the State Board of Mediation and Arbitration within thirty (30) calendar days, with a contemporaneous copy to the Employer. The Employer shall have
option of transferring a grievance submitted by the Union to arbitration to the American Arbitration Association provided it pays all American Arbitration Association costs associated with the transfer.

Mediation. The parties may, by mutual agreement, request the services of a mediator from the State Board of Mediation and Arbitration (SBMA) following the Union’s submission of the grievance to arbitration.

17.2 The Employer shall allow the employees and the Union Steward or Officers the necessary time off without loss of pay to resolve any such grievance, up through Step 2.

17.3 The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement as issue between the Union and the Employer. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Employer.

17.4 Any time limit specified in this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the Employer, in writing.

ARTICLE XVIII - SAVINGS CLAUSE

18.0 If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable and the Employer and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law.

ARTICLE XIX - DURATION

19.0 This Agreement shall become effective July 1, 2016, and shall remain in effect until June 30, 2020, and from year to year thereafter unless either party notifies the other no later than one hundred and twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.
19.1 Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party.

19.2 This Agreement shall remain in full force and effect during such negotiations. Unless otherwise indicated, all agreed upon changes in this Successor Agreement shall become effective upon execution of said Successor Agreement by the parties, or July 1, 2016, or as soon thereafter as possible or practicable, whichever date is later.
SIGNATURE PAGE

IN WITNESS WHEREOF, said parties have caused this Agreement to be executed by their duly authorized representatives on this ___ day of __________, 2017.

Signed, Sealed and Delivered in the Presence of:

LOCAL 1301-341, COUNCIL #4
AFSCME, AFL-CIO

BY: __________________________
Robert Fish, Union President

THE TOWN OF MONTVILLE

BY: __________________________
The Hon. Ronald K. McDaniel, Mayor

BY: __________________________
John Devito, Staff Representative
Council #4, AFSCME, AFL-CIO
APPENDIX A - AUTHORIZATION FOR PAYROLL DEDUCTION

CONNECTICUT COUNCIL NO. 4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

AUTHORIZATION FOR PRESENTATION AND PAYROLL DEDUCTION

BY:

PLEASE PRINT     LAST NAME     FIRST NAME     MIDDLE NAME

TO:

NAME OF EMPLOYER

Effective ________________, I hereby authorize the AFSCME Connecticut Council No. 4 and/or its appropriate affiliates to be my representative for collective bargaining.

Effective ________________, I hereby authorize you to deduct from my earnings each __________ (Payroll Period) a sufficient amount to provide for the regular payments of the current rate of monthly union dues or service fees, as certified by the Union. The amount deducted shall be paid to the Treasurer of

(Union Name and Number) of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect in accordance with the working Agreement of upon termination of my employment.

SIGNATURE OF EMPLOYEE (Do Not Print)     DATE

STREET ADDRESS (Print)     PHONE NUMBER

CITY, STATE, ZIP (Print)
APPENDIX B - JOB DESCRIPTIONS

TO BE INCLUDED (ONCE APPROVED BY THE TOWN COUNCIL)
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{01468383.DOC; v.}

29
### NOTES

1. Certification within eighteen (18) months is a condition of employment for uncertified Lab and Operator positions. Uncertified Operators will advance in step from the date of certification.

2. Step 5. R. Fish shall be grand-fathered into Step 5 provided however, the maximum step for Maintenance Mechanic shall be Step 4.

3. Collection System Operator II shall be paid at the Waste Water Treatment Operator II rate, contingent upon receipt of New England Sewerage and Industrial Waste Association ("NEWEA") Grade II certification to maintain operation of Grade II Collections Systems.

   Collection System Operator III shall be paid at the Waste Water Treatment Operator III rate, contingent upon receipt of New England Sewerage and Industrial Waste Association ("NEWEA") Grade III certification to maintain operation of Grade III Collections Systems.

4. The Senior Laboratory Operator will receive wages equivalent to those of an Operator Class III, provided he/she obtains 1) Connecticut D.E.P. Wastewater Operator Certification Class III; and 2) State of Connecticut WPCF Laboratory Certification for Class N Analyst (Sampling), Class P Analyst (Process Control Testing), and Class I Analyst (National Pollution Discharge Elimination Permit Testing). If State Laboratory Certification is not in place for the interim then ABC Class I Laboratory Certification will be required. When the State Laboratory Certification program is implemented, the Laboratory Operator will be required to obtain the certification.

5. The position of Clerk will receive a $0.75 wage adjustment as of July 1, 2017, prior to the application of the general wage increase.

*FIGURES SUBJECT TO APPROVAL OF FINANCE DIRECTOR.*
APPENDIX D – MEAL REIMBURSEMENT REQUEST

Name: ____________________________________________________________

Pursuant to Section 16.2 of the Collective Bargaining Agreement by and between the Town of Montville and AFSCME, Council 4, Local 1303-341, I am hereby requesting reimbursement for the cost of:

( ) Breakfast
( ) Lunch
( ) Dinner

Date of Purchase: ____________________________

Amount Spent For Meal: _________________________________________

Restaurant/Place Purchased: ________________________________

My signature below indicates that I do not have a receipt for the reimbursement request and that I affirm the accuracy of the information above.

______________________________________________

Date: ________________________________
APPENDIX E – HEALTH INSURANCE PLAN DESIGN

July 1, 2017-June 30, 2018

High Deductible Health Plan/Health Savings Account $2,000/4,000 Deductible

Non-Gatekeeper

$0 Office Visit, after deductible
$0 Wellness, deductible waived
$0 Hospital after deductible
$0 Outpatient Surgery, after deductible
$0 WI, UC, ER, after deductible

In-network
$2,000/$4,000 Deductible
$0 Wellness, deductible waived
All other Medical 0% after deductible
MP4 Rx $10/20/30 after deductible
$3,000/$6,000 Out of pocket max

Out-of-Network
$2,000/$4,000 Deductible
70% Co-insurance, after deductible
July 1, 2018-June 30, 2019

High Deductible Health Plan/Health Savings Account $2,000/4,000 Deductible
Non-Gatekeeper

$0 Office Visit, after deductible
$0 Wellness, deductible waived
$0 Hospital after deductible
$0 Outpatient Surgery, after deductible
$0 WI, UC, ER, after deductible

In-network
$2,000/$4,000 Deductible
$0 Wellness, deductible waived
All other Medical 0% after deductible
MP4 Rx $10/30/40 after deductible
$3,000/$6,000 Out of pocket max

Out-of-Network
$2,000/$4,000 Deductible
70% Co-insurance, after deductible