

**AGREEMENT**

**BETWEEN**

**TOWN OF NORTH STONINGTON**

**- and -**

**UNITED STEELWORKERS, AFL-CIO,  
HIGHWAY DEPARTMENT, TOWN OF NORTH STONINGTON  
AMALGAMATED LOCAL #9411-05**

**JULY 1, 2016 THROUGH JUNE 30, 2019**

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## PREAMBLE

This AGREEMENT effective July 1, 2016, by and between respectively, the TOWN OF NORTH STONINGTON, hereinafter referred to as the "EMPLOYER" and UNITED STEELWORKERS, United Steel, Paper and Forestry, Manufacturing, Energy, Allied Industrial and Service Workers International Union (AFL-CIO), on behalf of amalgamated Local #9411-05, HIGHWAY DEPARTMENT, TOWN OF NORTH STONINGTON, hereinafter referred to as the "UNION".

## ARTICLE I - RECOGNITION, UNIT DESCRIPTION, NO DISCRIMINATION, MEMBERSHIP

- 1.1 Recognition and Unit Description. Pursuant to the Recognition Agreement under the Connecticut State Board of Labor Relations, Case No. ME-13,330, the EMPLOYER recognizes the UNION as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours, and other conditions of employment for the following regular full-time highway department and landfill department employees:

Laborer  
Maintenance Worker  
Truck Driver  
Heavy Equipment Operator  
Assistant Mechanic  
Mechanic  
Assistant Maintenance Worker

- 1.2 A. No Discrimination. The EMPLOYER and the UNION agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, handicap, military service, or political affiliation. Neither the EMPLOYER nor the UNION shall retaliate against an employee who complains of such discrimination or who is a witness to such discrimination.
- B. The EMPLOYER and the UNION agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the UNION.
- C. Employees may grieve, but not arbitrate violations of Sections 1.2 A and 1.2 B.
- D. Waiver of Contractual Rights. If an employee claiming a violation of this Article elects to proceed to an administrative agency or to Court during the pendency of the grievance, the grievance will be considered to have been withdrawn.

### 1.3 Membership.

- A. Employees who are members of the UNION on the effective date of this Agreement, or who later become members, will, as a condition of employment, be required to maintain their membership for the duration of this Agreement or pay an agency fee set by the UNION to cover the cost of collective bargaining, contract administration and grievance adjustment.
- B. Employees hired or transferred into the bargaining unit after the effective date of the award, will be required, as a condition of employment, to join or make application to join the UNION or pay the agency fee thirty (30) days from their date of employment or transfer, or thirty (30) days after the date of this Agreement is executed, whichever is later.
- C. If the UNION refuses to accept as a member or refuses to continue the membership of any employee for any reason other than the failure to pay or tender payment of uniformly required initiation fees and periodic dues, the employee shall be exempt from the provisions of (A) and (B) above. It shall be the responsibility of the UNION to solicit the membership of employees who are required to join the UNION under Section 1.3B. Should the UNION fail to solicit the membership of an employee within the time period prescribed in (B), that employee shall be exempt from the provisions of (B) until the first day of the calendar month within which his membership is first solicited by the UNION.
- D. Should any employee fail or refuse to join the UNION or maintain membership therein or fail or refuse to pay the agency fee, as herein above provided, the UNION may request the EMPLOYER to discharge such employee. The request shall be submitted in writing to the EMPLOYER. Two (2) weeks from the date of receipt of the request, unless the EMPLOYER has notified the UNION that the matter is in dispute, the employee shall be discharged, provided that if during the two (2) week period, the employee complies with the UNION membership provisions of this Section 1.3, the EMPLOYER will not be obliged to discharge the employee.
- E. If a dispute, under Section 1.3D hereof, concerning the discharge of an employee arises, the EMPLOYER and a representative of the UNION shall ascertain the facts and endeavor to settle the dispute. Pending settlement of this dispute, the EMPLOYER will not suspend or discharge the employee concerned. If the dispute is not settled within thirty (30) calendar days (subject to extension by mutual written agreement) from date of receipt of the UNION'S written request for discharge as provided in Section 1.3D hereof, either party may, within the next ten (10) calendar days following the thirty (30) calendar day period, submit the dispute to arbitration for final settlement as provided in Article 14.

- 1.4 Temporary and Part-time Employees. It is understood and agreed that temporary and part-time employees are not covered under this Agreement and also that appointments to temporary and part-time positions will expire automatically at the end of one hundred and eighty (180) working days and shall not be subject to renewal within the same calendar year, except by mutual agreement of the parties. Any part of a day worked will constitute one (1) working day. This provision shall be limited to two (2) employees at any time. Employees shall not exceed four (4) days per week at eight (8) hours per day; however, one (1) employee shall be allowed to work up to five (5) days per week at eight (8) hours per day from May 15<sup>th</sup> to September 15<sup>th</sup>.
- 1.5 Whenever the male gender is used in this Agreement it shall be construed to include equally both male and female employees.

## **ARTICLE II - CHECK-OFF**

- 2.1 The EMPLOYER, where voluntarily authorized and directed by an employee in writing, upon an authorization form approved by the EMPLOYER, will deduct from the wages of such employee on the third payroll week of each month the membership dues of the UNION, which dues shall be in the amount equal to 1.3 percent of said member's total earnings during the month provided that monthly dues shall not be less than Five and 00/100 (\$5.00) Dollars and provided further that that monthly dues shall not be more than 2.5 times the member's average hourly earnings. Lump sum payments are a part of total earnings, but dues on lump sum payments shall be calculated separately by applying the 1.3 percent to such payments. Minimum monthly dues shall be Five and 00/100 (\$5.00) Dollars and an initiation fee not to exceed Ten and 00/100 (\$10.00) dollars.
- 2.2 If no pay is due an employee on the regular deduction date, the deduction shall be made from the following pay. An employee who has worked at least five (5) days in the current month and who quits or is discharged for cause shall have the current month's dues deducted from his/her final pay. Said deductions are to be remitted on or before the first day of the following month to the International Treasurer of the United Steelworkers, Five Gateway Center, Pittsburgh, PA 15222. Such remittance shall be accompanied by an itemized statement setting forth the names of employees from whom the amounts of dues and initiation fees were deducted. A copy of said itemized statement shall be given to the Financial Secretary of the Local Union.
- 2.3 Hold Harmless Clause. The UNION shall indemnify and hold the EMPLOYER harmless from and against any and all claims, demands, suits, complaints, and other forms of liability, the cost of administrative or other hearings or proceedings, and attorneys' fees and costs that shall or may arise out of, or by reason of, any action or inaction taken by the EMPLOYER for the purposes of complying with the provisions of Articles I and II.

### **ARTICLE III - MANAGEMENT RIGHTS**

- 3.1 There are no provisions in this Agreement that shall deem to limit or curtail the EMPLOYER in any way in the exercise of the rights, powers and authority which the EMPLOYER had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights. The EMPLOYER'S powers and authority include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge for just cause or lay-off, the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated; additions thereto; replacements, curtailments or transfers thereof, removal of equipment; outside purchases of products or services in accordance with the EMPLOYER'S existing practices which are not inconsistent with the terms of this Agreement; the scheduling of operations, the right to determine means and processes of operations, the materials to be used; and the right to introduce new and improved methods and facilities; and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards and quality standards; determine the qualifications of employees; the direction, control and supervision of employees; the establishment or change of job assignments; the determination and interpretation of new job descriptions; the institution of technological changes; the determination of the location, number and training of personnel of the Highway Department; the scheduling and enforcement of working hours and work breaks; the establishment and change of schedules and shifts; the assignment of overtime; the use and employment of the working foreman and working assistant foreman, to perform bargaining unit work; and to run the department efficiently.

### **ARTICLE IV - STABILITY OF AGREEMENT**

- 4.1 No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

### **ARTICLE V - HOURS OF WORK AND OVERTIME**

- 5.1 Time Cards.
- A. All employees must complete time cards and/or utilize a time clock per the discretion of the Town, detailing the number of hours worked each day, (starting and ending times of the employee's workday, including time interrupted during the course of work day), and the category under which the hours are to be compensated (paid labor, vacation time, sick leave, holiday, other leave, or unpaid absence).

- B. Time cards must be personally filled out by the employee, signed by the employee, verified by the Department Head and signed by the Department Head. Time cards submitted by the employee without mandatory signatures will not be accepted by the EMPLOYER. The employee must log hours on a daily basis after the hours are actually worked and must not be prerecorded by the employee on his or her time card.
- C. All employees are responsible for maintaining their own time cards. In the event an employee is out of work for the entire week or is absent on the last day of the work week, the Department Head shall enter the applicable hours on the employee's time card. The Department Head shall note that the time has been recorded on the employee's behalf by noting on the time card "Employee Absent" in the employee's signature block.
- D. All time cards are to be entered in pen. Any time cards requiring changes and/or corrections must be brought to the attention of the supervisor for correction and initialed by the employee.
- E. All time cards must be completed and signed by the employee no later than 7:00 a.m. on Monday, indicating the time to be paid for the preceding week. Employee's failing to submit time cards by the required deadline will not be paid until the following week.
- F. The actual amount of time spent on the job each day is to be recorded and the employee shall be entitled to wages for hours worked, with payment for fractions of hours rounded off to the next nearest 15 MINUTES. Use of vacation will be deducted from an employee's accrued allotment in increments of one-half day and sick leave will be deducted from an employee's accrued allotment in increments of 15 minutes.
- G. Any individual who deliberately falsifies his/her time card, any individual who deliberately falsifies another individual's time card, or any individual (other than a Department Head, in the case of an absent employee) who completes and files a time card on behalf of someone else shall be subject to reprimand, suspension, and/or dismissal.

5.2 Hours of Work.

- A. The Standard working hours of highway employees are as follows:  

Monday - Friday	7:00 a.m. to 3:30 p.m.
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- B. The standard working- hours of highway employees assigned to the Transfer Station are as follows:

Monday and Tuesday 7:00 a.m. to 3:30 p.m.  
Wednesday, Thursday, Saturday and Sunday 8:00 a.m. to 4:30 p.m.

- C. By mutual agreement, the standard working hours may conclude one-half hour earlier in consideration for a working lunch.

5.3 Overtime. Subject to the provisions of this Section 5.3, the Town shall determine when and by whom overtime will be worked. Before requiring employees to work overtime, the Town will request volunteers from among employees who are qualified and regularly perform the work. Overtime will be allocated as equally as possible among such employees. The employees with the least overtime hours will be offered overtime work for which they are qualified. For purposes of overtime equalization, an employee who refuses or is unavailable for voluntary overtime will be considered to have worked the number of overtime hours he/she would have worked had he/she not refused or been unavailable for the overtime. An employee not excused by the Town from performing assigned overtime, who fails to report for such overtime, will be subject to appropriate discipline. In the absence of a volunteer(s) the least senior qualified employee(s) may be ordered in.

- A. The Employer shall make every reasonable effort to provide four (4) working hours notice for daily and twelve (12) working hours notice for weekend scheduled overtime.
- B. An employee who has been denied the right to work overtime because of a non-deliberate error by the EMPLOYER shall be offered the next available overtime opportunity as the sole remedy. The employee shall be responsible for keeping track of his or her position on the overtime list.
- C. The EMPLOYER shall post a monthly overtime list.
- D. Employees shall have the option to refuse additional overtime work after continually working ten (10) hours, except in emergency situations.
- E. Two times an employee's regular rate of pay shall be paid for all hours worked on Sunday, provided it is not the employee's regularly scheduled work day.
- F. Employees who are regularly scheduled or who are notified to report for work, shall be paid, in the event no work for which they were scheduled is available, for eight (8) hours work at the rate of the classification for which they were scheduled or for which they were notified to report. At Management's discretion, the employees scheduled or notified to report, may be assigned for a full turn to other work for which they may be qualified in lieu of their being released. In such event, the employee shall receive his own rate or the rate of the job performed, whichever is greater.



- G. Employees shall receive a minimum of four (4) hours at the applicable overtime rate for hours worked which are not contiguous to the regularly scheduled shift.
  - H. Pyramiding. There shall be no pyramiding of the premiums set forth above. When two (2) conflicting premiums are applicable, the higher premium shall be paid.
- 5.4 Mandatory Overtime. During winter snowplowing or sanding operations, or any other emergency situation as declared by the First Selectman, Highway Foreman and/or Assistant Highway Forman, an employee may not refuse an overtime assignment or call-in unless he has a valid reason.

**ARTICLE VI - COMPENSATION**

- 6.1 Effective July 1, 2016, all classifications shall receive a general wage increase of two percent (2.0%). (See Schedule B).
- 6.2 Effective July 1, 2017, all classifications shall receive a general wage increase of two percent (2.0%). (See Schedule B).
- 6.3 Effective July 1, 2018, all classifications shall receive a general wage increase of two percent (2.0%). (See Schedule B).
- 6.4 An employee assigned to work the standard working hours and a completed shift at the Transfer Station (Section 5.2B) shall receive the Transfer Station rate of pay (Schedule B Amended) for their classification.

**ARTICLE VII - HOLIDAYS**

- 7.1 The following days shall be considered holidays:

New Year's Day	Columbus Day
Martin Luther King's Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday or Easter Sunday	Friday after Thanksgiving
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas
Labor Day	Floating Holiday*

\*Town shall have the opportunity to designate by March 1<sup>st</sup> or the Union shall pick a day.

- 7.2 Rate of Pay for Holidays. All work performed on any of the above-named holidays shall be paid for at one and a half (1 ½) times the regular rate, plus eight (8) hours pay.
- 7.3 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. Approved leaves of absence, including sick leave, provided the employee submits a medical certificate from a licensed physician shall not prevent an employee from receiving holiday pay.
- 7.4 If a holiday falls on a Monday, and Monday is an employee's regularly scheduled day off, the employee shall have the following Tuesday (i.e., the next day) off as his/her holiday.

**ARTICLE VIII - VACATIONS**

- 8.1 A. \*The following vacation with pay shall be granted to all employees by this Agreement who are on the payroll and who will have completed the following periods of aggregate full-time employment with the Town as of an employee's anniversary date, in accordance with the following schedule:

<u>Length of Time</u>	<u>Vacation</u>
a) After one year	40 Hours
b) After two years	80 Hours
c) After five years	120 Hours
d) After ten years	160 Hours

\*Subject to system for transition from fiscal year to anniversary date.

- B. Use of vacation days shall be approved by the Highway Foreman at least two days in advance. No more than two (2) employees will be allowed on vacation at any given time, unless otherwise authorized by the Highway Foreman, at his sole discretion.
- C. Requests for vacation time for more than two (2) employees at a time during Nov. 16 through March 31st must be made with two (2) weeks notice and may be granted by the Highway Foreman for special extenuating circumstances only.
- D. A maximum of forty (40) hours of vacation time may be carried over from the year in which it is earned to the next year.
- E. No vacation will be awarded during the probation period. After completing probation, vacation will be awarded to the employee as in Section 8.1A.

- F. If a holiday falls during an employee's vacation, the holiday will be credited and the employee will not expend vacation time for that day.

**ARTICLE IX - LEAVE TIME**

9.1 Sick Leave.

- A. All full-time employees paid on an hourly basis shall be entitled to ninety-six (96) hours sick leave, with full pay, per fiscal year. Sick time will be allocated at the rate of eight (8) hours per month and may be accrued up to a maximum of five hundred and forty (540) hours.
- B. Medical Certificate. A medical certificate from a licensed physician acceptable to the First Selectman may be required as follows:
  - 1) Whenever an employee misses three (3) or more consecutive days of work due to illness or a non-job-related accident.
  - 2) Upon returning to work from absence due to illness or injury exceeding five (5) working days.
  - 3) Whenever an employee has used sick leave during vacation, before or after a holiday, or has a pattern of absenteeism.
  - 4) For prolonged illness or injury exceeding twenty (20) working days, a medical certificate may be required from the employee for every four (4) week period the employee is absent from work.

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.

Failure to provide a medical certificate, if required by the First Selectman, shall result in the employee not being paid for said sick leave occurrence. In addition, should the First Selectman ask for a medical certificate and the same is not provided by the employee, the First Selectman may take further disciplinary action. Failure of the First Selectman to request a medical certificate shall not constitute a waiver by the Town of this provision.

- C. The employer shall maintain existing short term and long term sickness and disability insurance.

- D. An employee must call into the garage on the designated phone system no later than 7:00 a.m. if he or she is unable to report to work due to illness. Failure to call in before the start of the work day will result in loss of pay for that day unless a satisfactory explanation for such failure is provided.
- E. Upon retirement, an employee shall be reimbursed full pay for 50 percent of the balance of his or her accumulated sick leave up to a maximum of two hundred and seventy (270) hours.

9.2 Funeral Leave.

- A. After the first thirty (30) days of full-time service, employees shall be granted twenty-four (24) funeral hours for the death of any immediate family member who resided in-state and twenty-four (24) to forty (40) funeral hours for the death of any immediate family member who resided out-of-state. Immediate family members include wife or husband, children and stepchildren, mother or mother-in-law, father or father-in-law, stepmother and stepfather, brother, stepbrother or brother-in-law and sister, stepsister or sister-in-law, son-in-law, daughter-in-law, and grandparents.
- B. After the first sixty (60) days of full-time service, employees shall be granted a minimum of eight (8) funeral hours for the death of a relative or non-relative that raised the employee or is domiciled with the employee.
- C. The actual funeral days for out-of-state funerals granted to the employee will depend upon length of travel to the funeral and/or planning of the funeral.

9.3 Jury Duty and Witness Duty Leave. Any employee who shall be required to serve on any state or federal jury or required to appear in Court, as a result of actions taken in the course of their duty with the Town, shall be paid the difference between the amount paid for such service and his/her straight-time rate, for up to a maximum of one hundred and sixty (160) hours, for the time lost from his/her scheduled work by reason of such service. The Town shall have the discretion to authorize additional leave in appropriate circumstances.

The employee will be required to provide the Employer with the necessary documentation of payment from the State or Federal Court system to establish the correct amount of reimbursement.

9.4 Military Leave. The EMPLOYER will comply with the provisions of the Uniform Services Employment and Reemployment Act. An employee who is unable to report for regularly scheduled work because the employee is required to report to active duty with the United States National Guard or a Reserve Unit of the United States Military shall, for each day of the first eighty (80) work hours lost because of such duty, be

compensated in an amount equal to the difference between eight (8) hours pay at his straight-time rate of pay, as specified in Article VI of this Agreement and the amount earned for military service not including travel, sustenance and quarters allowance. To receive payment, an employee must present proof that he attended Reserve Armed Forces or National Guard military training and the amount paid therefore.

9.5 Personal Leave.

- A. Personal Leave. Each employee shall be entitled to twenty-four (24) hours personal leave per year. The EMPLOYER should be notified by the employee a minimum of 48 hours in advance of the employee's intent to utilize a personal day whenever possible. Such notification may be waived by the EMPLOYER due to extenuating circumstances. One employee at a time will be allowed to take personal time without stating reason, any additional employees will be required to provide their reason for said request. Personal days must be used by the end of the fiscal year; there is no carry-over of personal days.
- B. The employee will be allowed to utilize the personal leave in increments of two (2) or more hours. Any increment of time used as personal time which is more than two (2) hours will be recorded as full hours.

9.6 Unpaid Leave of Absence. The EMPLOYER may grant to the employee a twelve (12) month unpaid leave of absence for good cause shown and approved by the EMPLOYER. Neither seniority nor benefits will accrue during such an unpaid leave. The employee may retain benefits by assuming full financial payment of such benefits during the unpaid leave.

9.7 Union Business Leave.

- A. An employee who is elected or appointed as a full time employee of the International Union shall be granted a leave of absence by the EMPLOYER, without pay for no more than one (1) year. If such leave of absence is granted, the seniority and pension credits of such employee shall accumulate during the period of the leave, including fringe benefits.
- B. Union officers shall be allowed, with the approval of the First Selectman, in writing, the aggregate of thirty-two (32) hours unpaid time off to attend official union business and union training opportunities. The Union agrees to submit any request for approval within a reasonable period of time to permit the Town to make appropriate scheduling changes, if necessary. The First Selectman may reject the request if, in his/her sole discretion, the request will result in the impairment of Town operations; such request, however, shall not be unreasonably be denied.

**ARTICLE X - INSURANCE AND RETIREMENT**

- 10.1 A. Change of Coverage. The Town shall provide eligible employees and their dependents substantially similar group health and hospitalization insurance coverage and benefits as existed under the Steelworkers Health and Welfare Fund Plan as of the expiration date of this agreement.

The Town reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this article, so long as the new coverage and benefits are substantially similar to the insurance under the Steelworkers Health and Welfare Fund Plan which predated this agreement. This includes, but is not limited to, the right, on an annual basis, to terminate coverage pursuant to the Steelworkers Health and Welfare Fund and to revert to insurance then applicable to other, non-union employees within the Town. The Town shall notify the Union of any medical coverage and/or co-pay changes before these changes are implemented. The Town will not be responsible for changes unilaterally imposed by an insurance provider so long as the Town uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.

Medical, prescription and dental plan design will be set forth in a side letter.

- B. Life Insurance is \$100,000.00 per employee.
- C. Effective July 1, 2015, an employee shall have deducted from his/her wages fifteen percent (15%) of the conventional premium rate for individual, two person or family coverage.

Effective July 1, 2017, an employee shall have deducted from his/her wages sixteen percent (16%) of the conventional premium rate for individual, two person or family coverage.

Effective July 1, 2018, an employee shall have deducted from his/her wages seventeen percent (17%) of the conventional premium rate for individual, two person or family coverage.

Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

- D. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above. Payment to those employees waiving such coverage shall be made in July of each year, for the previous fiscal year, in the amount of the premium saved by the Town at the time of the waiver, because of said waiver, or the following schedule, whichever is less:

<u>Coverage</u>	<u>Payment</u>
Single	\$ 750
Two-Person	1,000
Family	1,250

Employees electing this option shall be able to change their options during open enrollment periods, for any reason, and not more than one time during each fiscal year, if there has been a significant change in the employee's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option. Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked.

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 Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the First Selectman not later than May 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 Town with proof of alternative insurance coverage.

Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

- 10.2 The employee shall be entitled to current retirement coverage provided by the EMPLOYER: Town of North Stonington Retirement Plan and Trust. The EMPLOYER shall fund the plan for the employee in the amount of nine percent (9%) of the employee's base earnings (i.e. 2080 hours, not including overtime or longevity), with the employee having the option of contributing up to the maximum allowed by law. Effective July 1, 2015, the EMPLOYER shall fund the plan for the employee in the amount of ten percent (10%) of the employee's base earnings (i.e. 2080 hours, not including overtime or longevity), with the employee having the option of contributing up to the maximum allowed by law.
- 10.3 The Town may offer an alternative, optional health insurance plan, with the terms (e.g., cost shares, plan design, deductibles) determined by the Town.

**ARTICLE XI - PROBATIONARY PERIOD**

- 11.1 The probationary period for all new employees shall consist of six (6) months from the date of hire as a full-time employee. In addition, the Town and the Union may mutually agree to extend an employee's probationary period for up to three (3) months.
- 11.2 During the probationary period, a probationary employee may be disciplined and/or terminated and such action shall not be deemed a violation of this Agreement.

**ARTICLE XII - RESERVED FOR FUTURE USE**

**ARTICLE XIII - DAILY CHECKS, SAFETY EQUIPMENT, AND SAFETY PROCEDURES**

- 13.1 Daily Equipment Check.
  - A. Prior to starting an engine on any piece of machinery, the employee shall:
    - 1. Check oil levels, coolants, power steering, and hydraulic system;
    - 2. Check all lights (including, warning lights, gauges, and indicators);
    - 3. Grease machine at least every (8) hours of working time;
    - 4. Check over machine for mechanical problems (i.e. pins, hydraulic pistons, tracks, tires, etc.); and
    - 5. Keep equipment free of debris and any other obstructions, dust and/or dirt.
    - 6. Complete United States Department of Transportation (DOT) Safety Checklist.
  - B. It is the employee /operator's responsibility to report both verbally and in writing on a checklist provided by the Employer any problems with equipment to the Foreman and mechanics. It is the employee/operator's responsibility to perform these daily checks. Failure to perform the daily check or any deliberate misuse or neglect to equipment shall result in loss of the operator's classification and/or reprimand, suspension, and/or discharge.
- 13.2 Daily Truck Check.
  - A. Prior to starting an engine on any motor vehicle, the employee shall:



1. Check oil level, coolants, and power steering;
  2. Check all lights (including warning lights, gauges, and indicators) and turn signals;
  3. Check all tires and lug nuts;
  4. Check the vehicles suspension and steering linkage;
  5. Check all mirrors;
  6. Keep equipment free of debris and any other obstructions, dust and/or dirt; and
  7. Report any unusual noises and watch gauges while vehicles are in operation.
- B. It is the employee/operator's responsibility to report any problems with the vehicle to the Foreman and mechanics. It is the employer/operator's responsibility to perform these daily checks. Failure to perform the daily check or any deliberate misuse or neglect to the vehicle shall result in loss of the truck driver's/operator's classification and/or reprimand, suspension, and /or discharge.

### 13.3 Safety Equipment and Safety Procedures

- A. The EMPLOYER and the UNION will cooperate in the continuing objective of eliminating accident and health hazards. The EMPLOYER, recognizing the importance of promoting safety provisions in the workplace for the protection of the health and life of the employees, will continue to make every effort to improve such conditions to this end. The EMPLOYER, the UNION and the employees recognize their obligation and/or rights under existing federal and state laws with respect to safety and health matters.
- B. Personal protective equipment such as safety goggles, hard hats, traffic vests, and hearing/noise protection provided by the EMPLOYER shall be worn by all employees in the prescribed manner, whenever the use of particular machinery or operations is required by OSHA and/or presents potential hazards to the employee's safety and where there is a reasonable probability of injury that can be prevented by such equipment.
- C. The UNION will cooperate with the EMPLOYER in encouraging employees to observe and abide by all health and safety regulations prescribed by the EMPLOYER and to work in a safe manner and to eliminate accidents and health hazards.

- D. The employee's failure or refusal to adhere to the safety equipment procedures shall result in the employee's being subject to disciplinary procedures and if the parties are in disagreement, subject to the grievance procedure.
  - E. One employee will be appointed by the Unit Chairperson as a Safety Coordinator. Upon request, the EMPLOYER shall furnish the Safety Coordinator a copy of all reports involving compensable workers' compensation accidents and yearly lost time accident reports.
  - F. Complete United States Department of Transportation (DOT) Safety and Inspection Log.
- 13.4 State and Federal Regulations. The parties agree that if any federal and/or state law and/or regulation mandates additional safety equipment and/or safety checks, the parties will abide by the law and/or regulation.

#### **ARTICLE XIV - GRIEVANCE PROCEDURE**

- 14.1 A. In order to insure fair and equitable treatment of all members of the Highway Department, there is hereby established a formal procedure to permit discussion and resolution of grievances. This section shall not subject to the grievance and arbitration provisions provided herein.
- B. The purpose of this grievance procedure shall be to discuss employee grievances and/or complaints in a manner which will insure efficiency and employee morale protecting the best interests of both parties involved in the settlement. This section shall not subject to the grievance and arbitration provisions provided herein.
- 14.2 The basis of a grievance shall be as follows:
- 1. Discharge, suspension or other disciplinary action of a permanent employee.
  - 2. Charge of discrimination.
  - 3. Interpretation and/or application of the Articles and Sections of this Agreement.
- 14.3 No grievance settlement made as a result of any individually processed grievance shall contravene any of the provisions of this Agreement.
- 14.4 A. Step One - A member having a grievance shall first discuss it with the Foreman or the Assistant Foreman with or without a Union official present within seven (7)

working days of when the aggrieved knew or reasonably should have known of the occurrence giving rise to the grievance. The Foreman or the Assistant Foreman shall give his verbal answer within three (3) working days of such discussion. If the grievance is not satisfactorily resolved, it may then be processed to Step Two.

- B. Step Two - An employee shall, within five (5) working days of receipt of the verbal answer of the Foreman or the Assistant Foreman or fifteen working days of when the aggrieved knew or reasonably should have known of the occurrence giving rise to the grievance, submit said grievance in writing on the mutually agreed upon form, to the Foreman or the Assistant Foreman, setting forth the nature of the grievance and the relief requested. Two copies will be delivered to the Foreman or the Assistant Foreman, who shall sign and date the grievance upon receipt of it. The Foreman or the Assistant Foreman shall answer said grievance in writing within five (5) working days from the date thereof, setting forth his decision.
- C. Step Three - If upon the receipt of the decision from the Foreman or the Assistant Foreman, the employee is still not satisfied with the decision of the Foreman or the Assistant Foreman, he or she may appeal to the First Selectman or his designee, who shall not be a Foreman, in writing, within five (5) working days, by delivering said appeal to the First Selectman or his designee. The First Selectman or his designee shall consider the appeal, and within five (5) working days, meet with the employee and/or the Union (including the Staff Representative) to discuss his or her position in the case. The written decision of the First Selectman or his designee shall be made within five (5) working days of the meeting. He shall mail a copy of the decision by certified mail to the Staff Representative and hand deliver a copy to the Grievance Working Chairperson. The day of the mailing to the Staff Representative shall serve as the operative date for complying with the time period set out in this subsection.
- D. Step Four - If the decision of the First Selectman or his designee is not satisfactory to the employee, the decision may be appealed by the Union to the American Arbitration Association within thirty (30) calendar days of the First Selectman's or his designee's decision, or the conclusion of mediation, with a contemporaneous copy to the EMPLOYER. The Union's date of receipt of the response from Step Three, or the conclusion of mediation, is the operative date for complying with the time period set out in this subsection.
- E. The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at 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 jurisdiction and authority shall be final and binding on the aggrieved employee, the UNION, and the EMPLOYER. The standard of proof in disciplinary case shall be based on a preponderance of the evidence.

- 14.5 A. Any grievance in which the aggrieved does not follow the procedures and time periods set out in Section 4 shall be considered null and void.
- B. The failure of the Employer to respond to a grievance, within the time periods set forth above, shall be deemed a denial of the grievance.
- 14.6 The time limits of this Article may be extended by written mutual agreement.
- 14.7 The following guidelines apply:
- A. Mediation. The mediation service of the State Board of Mediation and Arbitration is to be used in the fourth (4th) step of matters provided both parties are mutually agreed on the desirability of this service and any cost shall be borne by the initiating party.
- B. Meetings: If either party to the grievance process desires to meet for the purpose of an oral review, a meeting shall be requested and scheduled not later than fifteen (15) working days after receipt of the request.
- C. Recording Minutes of Testimony: Either party shall have the right to employ a public stenographer or use a mechanical recording device at Step 4 in the procedure. Any cost incurred shall be borne by the initiating party.
- D. Union as a Complainant: The Union may institute a grievance at Step 2 on any matter concerning general application.
- 14.8 A. Leave with pay shall be granted to the aggrieved and one (1) employee, designated as the UNION'S representative not to exceed four (4) hours per month total for the purpose of processing grievances in accordance with the provisions outlined above except that the aggrieved will have whatever time is necessary for attendance at the actual arbitration proceeding.
- B. An aggrieved employee shall be permitted to attend meetings arranged to discuss an employee's grievance at no loss in pay, providing such meeting occurs during scheduled working hours.
- 14.9 The parties agree that the fees and expenses of Arbitration shall be borne equally between the EMPLOYER and the LOCAL.

- 14.10 For the purpose of processing grievances for employees covered by this agreement, the UNION shall designate its representatives as follows:
- A. A Grievance Committee consisting of the Chairperson of the Grievance Committee, the Unit Chairperson, and one (1) member at large, appointed by the Unit Chairperson.
  - B. There shall be stewards designated by the Unit Chairperson to represent employees in Step One of the Grievance procedure.
  - C. The names of such UNION Representatives shall be submitted in writing to the Highway Foreman by the Unit Chairperson. In case of a change in the list of UNION representatives, such changes shall be made in writing as required and supplied to the EMPLOYER.
  - D. Employees who are acting as UNION Representatives will be permitted to enter the workplace during non-working time to conduct UNION business when they are off from work, but only for the purpose of investigating Grievances, as long as such investigation does not disrupt the normal course of work.
  - E. If a representative of the UNION who shall have been certified to the EMPLOYER in writing as the International Union's Representative for the purpose of handling grievances under this agreement shall so request, he shall be permitted to visit the work place for the purposes of investigating grievances so long as such investigation does not disrupt the normal course of work.

#### **ARTICLE XV - NO STRIKE OR LOCKOUT**

- 15.1 During the course of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the EMPLOYER'S operation authorized by the LOCAL, nor shall there be any lockout by the EMPLOYER in any part of the EMPLOYER'S operation.

#### **ARTICLE XVI - RESIGNATION, DISCIPLINE, SUSPENSION AND/OR DISCHARGE**

- 16.1 Discipline or Discharge. No permanent employee shall be discharged, suspended or disciplined except for just cause.
- 16.2 Disciplinary actions will generally, but not necessarily, follow this order:
- A. Verbal warning;

- B. Written warning;
- C. Suspension; and
- D. Discharge.

It is mutually understood and agreed by the Town and the Union that deviation from the above order for disciplinary actions is warranted in appropriate cases.

- 16.3 Any employee who is suspended for a period of three (3) days or more, pending discharge, or reduced in rank or grade, shall be entitled to a pre-disciplinary conference conducted by the First Selectman or his designee as provided for in the following sections.
- 16.4 Where the Town proposes to implement discipline greater than or equal to a three (3) day suspension, and up to, and including, termination, the First Selectman or his designee shall before discipline is imposed 1) serve written notice on the employee and the Union setting forth: (a) the nature of the discipline proposed, (b) the general charges against the employee and the rules, if any, which the employee is alleged to have violated, and (c) offer to provide the employee with information concerning how to respond to the charges, and offer to provide the documentation, if any, relied upon by the Town; 2) provide the employee with an opportunity to meet, together with Union representation if requested, with the First Selectman or his designee in order to provide the employee with an opportunity in writing or in person, to make a defense with respect to the proposed discipline.

### **ARTICLE XVII - SENIORITY**

- 17.1 Calculation of Continuous Service. The EMPLOYER and the UNION subscribe to the principle that job security and an employee's length of continuous service are related and that promotional opportunities, reductions in force and recalls from layoff are important concerns of the employees and, therefore, length of continuous service shall be given full consideration in accordance with the provisions of this Article.
  - A. Continuous service or seniority is hereby defined as an employee's service commencing with the date of his first employment or re-employment following a break in service.
  - B. There shall be no deduction of service for any time lost which does not constitute a break in continuous service.
  - C. An employee shall lose seniority rights and shall cease to be an employee for any of the following reasons:

1. Discharge, quit, retirement, or resignation;
  2. Failure to give notice of intent to return to work after recall within ten (10) days, or failure to return to work on the date specified for recall, as set forth in the written notice or recall.
  3. Except for layoff, time lapse of twelve months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Town, regardless of reason;
  4. Failure to return to work upon expiration of a leave of absence;
  5. Layoff for a period of one (1) year or for a period equal to the employee's seniority, whichever is less.
- D. It shall be the responsibility of the employee to keep the EMPLOYER informed at all times of the employee's current address.

17.2 Layoff and Recall/Reduction In Force. An employee laid off, may bump the employee with the least seniority in the same labor grade or in a lower paid labor grade, if the bumping employee has more seniority than the employee he/she will bump, and is qualified to perform the functions of an employee in such classification, immediately, without training or break-in.

17.3 Recall From Layoff. Recall from layoff will be in reverse order of layoffs so as to ultimately restore each employee to their original job. Notwithstanding the foregoing, seniority preferences and the Town's obligation to recall persons from layoff survives for one (1) year from time of layoff.

17.4 Seniority List. A seniority list shall be kept by the EMPLOYER which shall set forth the service of each employee and a copy shall be given to the UNION. The seniority list shall be revised every six months.

### **ARTICLE XVIII - JOB POSTING**

- 18.1 A. In the event that a permanent job vacancy occurs within the bargaining unit, the EMPLOYER agrees to post notices of such vacancies it intends to fill on the bulletin board in the office for a period of five (5) working days prior to the issuance of any public notice of said vacancy during which period applications for the posted vacancy will be accepted from any bargaining unit employee.
- B. Applications shall be made in writing. It is understood that any applications submitted after the posting period set forth herein shall not be accepted and shall be returned to the applicant.

- C. When employees are on sick leave, vacation, layoff or worker's compensation at the time a job is posted, a UNION Representative may make application on the employee's behalf by signing the employee's name and his/her own name on the application. Such a signature indicates that the UNION Representative has been authorized to place the application on behalf of the absent employee. The EMPLOYER has no obligation to notify employees who are not at work when jobs are posted.
- 18.2 A. From among applicants qualified for a posted position, 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
- B. In the event a dispute arises over an employee's ability or physical fitness to perform the job to which he/she has been awarded the position, a trial period of ninety (90) days will be afforded such employee, and, if it is determined at the conclusion of such trial period that he/she lacks the ability to learn the job, the EMPLOYER will return the employee to his/her former job. Employees may grieve, but not arbitrate violations of this Section 18.2B.
- 18.3 If a bargaining unit applicant is accepted for the job, he/she shall be transferred to the new job within a reasonable period of time, not to exceed thirty (30) working days, and will be subject to ninety (90) days probation period in the new classification. If the employee is not moved within thirty (30) working days, he/she shall be paid his/her regular rate of pay or his/her new rate of pay, whichever is higher. If the transferred employee is unable to perform to the employer's satisfaction, within ninety (90) days he/she will revert to his/her previous classification.

#### **ARTICLE XIX - BULLETIN BOARD**

- 19.1 The EMPLOYER will furnish a reasonable number of bulletin boards to be placed in two locations: the Town Garage and the Transfer Station. Said bulletin boards will be used solely for posting UNION notices. Such notices shall be limited to: (a) notices of UNION meetings, (b) notices of UNION elections or results thereof, (c) notices of recognized UNION appointments, (d) notices of UNION social, recreational or other such activities, and (e) statements of United Steelworkers or AFL-CIO policy. Notices posted shall be dated and authorized by the Union and shall not be derogatory or defamatory in nature. The Town reserves the right to remove notices which violate this provision.



## **ARTICLE XX - PAST PRACTICE AND CONTRACTING OUT**

20.1 Past Practice. The EMPLOYER agrees that it will not contract out the work of the Collective Bargaining Unit beyond current practices or unless permitted in Section 20.2.

20.2 Contracting Out.

- A. With the exception of a working foreman and a working assistant foreman, it is agreed that employees not members of the Collective Bargaining Unit shall not perform work normally performed by employees who are members of the Collective Bargaining Unit.
- B. Non-Collective Bargaining Unit employees may, however, perform the following work:
  - 1. Experimental work.
  - 2. Demonstrative work performed for the purpose of instructing and training employees.
  - 3. Work mandated in emergency situations.
  - 4. Work using equipment not currently owned and operated by the Town.
  - 5. Work done which has been caused by neglect or carelessness of a third party which party the Town could make responsible for the repairs.
  - 6. New Construction.
  - 7. Work such as paving, trucking, snow plowing, etc., which will expedite the project/work. Notwithstanding the foregoing, overtime will go to the Bargaining Unit first. The intent of this Section and the Employer's desire to exercise its right hereunder is to supplement the work force in order to expedite the job, but not to reduce the current work force of the bargaining unit.

## **ARTICLE XXI - COFFEE BREAKS**

21.1 All employees shall receive a fifteen (15) minute coffee break during the first half of the shift, as close to 9:00 a.m., as possible. One employee shall be allowed to leave the work site to get coffee, using the EMPLOYER'S vehicle. This coffee break will be a paid break on Town time, to be utilized by the employees for rest, not to conduct other business.

## **ARTICLE XXII - UNIFORMS**

- 22.1 A. The EMPLOYER shall provide all employees with seven (7) sets of work uniforms, washed and cleaned by the EMPLOYER, all at the EMPLOYER'S expense. Additionally, the EMPLOYER shall provide five (5) orange tee shirts for work during the summer months by the Highway crew which the employee must maintain. The EMPLOYER shall also provide each employee with a winter jacket, gloves, rain gear when needed, and safety vests when needed. Any lost uniforms or any safety equipment supplied by the EMPLOYER, will be required to be paid for or replaced by the employee responsible for said loss.
- 22.2 Safety Shoes. Annually, the EMPLOYER shall provide each employee with a safety shoe allowance of one hundred and twenty-five dollars (\$125.00) per year or cumulative of three hundred and seventy-five dollars (\$375.00) per contract term towards the purchase of safety shoes.

## **ARTICLE XXIII - MISCELLANEOUS PROVISIONS**

- 23.1 Snow Removal Roster. All Highway Department employees, including employees assigned to the sanitary landfill, shall be eligible for snow removal assignments as coverage is required by the EMPLOYER.
- 23.2 Longevity. Each active employee who has completed one (1) full year of full-time employment with the Town shall receive Fifty-five Dollars (\$55) for each full year of full time employment. Each active employee who has completed eleven (11) years of full-time employment shall receive Sixty-five (\$65.00) Dollars per year for each year of full-time employment. Each active employee who has completed twenty-one (21) years of full-time employment shall receive Eighty (\$80.00) Dollars per year for each year of full-time employment. Said payment shall be made in one (1) lump sum. Longevity Payments shall be made in the first pay period in November, following the anniversary date.
- 23.3 Cell Phones. Cell phones are to be used in compliance with state and federal laws. Use of cell phones should be limited in duration and frequency for personal use, and not used when it would create a safety issue while working.

## **ARTICLE XXIV – DURATION**

- 24.1 This agreement shall be in effect and remain in effect from July 1, 2016 through June 30, 2019, and thereafter shall be considered automatically renewed for periods of one (1)

year unless either party shall not earlier than ninety (90) days and not later than sixty (60) days prior to its expiration, serve written notice on the other party of a desire to terminate, modify, negotiate, change or amend this Agreement, provided, however, it is understood that the parties will meet within fifteen (15) days of said written notice.

- 24.2 Separability. If any term or provision of this Agreement is at any time during the life of this Agreement 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, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

**TOWN OF NORTH STONINGTON**

\_\_\_\_\_  
Shawn Murphy  
First Selectman  
Date: \_\_\_\_\_

**UNITED STEELWORKERS, AFL-CIO**

\_\_\_\_\_  
Leo Gerard  
International President  
Date: \_\_\_\_\_

\_\_\_\_\_  
James English  
International Secretary/Treasurer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas Conway  
International Vice President-Administration  
Date: \_\_\_\_\_

\_\_\_\_\_  
Frederick D. Redmond  
International Vice President-Human Affairs  
Date: \_\_\_\_\_

\_\_\_\_\_  
William J. Pienta  
Director-District 4  
Date: \_\_\_\_\_

\_\_\_\_\_  
Abdellatif El Berchoui  
Staff Representative  
Date: \_\_\_\_\_

**LOCAL UNION \_\_\_\_\_ COMMITTEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SCHEDULE "A" - JOB DESCRIPTIONS**

### ***TOWN OF NORTH STONINGTON*** **LABORER**

Must have the ability to read and write English and to comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job.

**Duties and Responsibilities:** Operate basic hand tools, equipment, chainsaws, and power saws, brush cutters, rollers up to six (6) tons brush, stump chippers, jack hammers, pavement breakers, rooters, water and sum pumps. Employee may be responsible for sweeping, cleaning and washing trucks and equipment, groundskeeping equipment and acting as a flag man. Employee may perform miscellaneous carpentry and masonry work. Employee may also recycle and perform solid waste duties at the Sanitary Landfill and Transfer Station. Employee may be required to operate trucks up to and including 26,000 pounds gross vehicle weight which requires a current valid driver's license with a good driving record clear of any convictions of serious motor vehicle violations. Employee performs general work assignments related to the operation and functions of the Public Works Department.

\*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the classification.

**Physical and Mental Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.

While performing the duties of this job the employee is frequently required to: hear; speak; smell; stand; sit; walk; bend, twist, stoop, kneel, crouch or crawl; climb stairs to various levels; use hands to finger, handle, feel or operate objects, tools or controls; use wrists for repetitive motion; reach with hands and arms; drive; get in and out of vehicles; tolerate exposure to weather and environmental allergens.

The employee must occasionally lift and/or move up to 100 pounds; shovel; wash down equipment. Specific vision abilities required by the job include close vision, distant vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment.

While performing the duties of this job, the employee works in outside weather conditions as well as inside, and in so doing, works near moving mechanical parts and in precarious places; is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock and vibration. The noise level in the work environment ranges from quiet to loud.

Employee must be free from mental and physical disorders which would interfere with performance of duties as described, and have the ability to maintain his/her composure with the public and coworkers in everyday stressful and emergency situations. Employee may occasionally have to function in situations where subjected to aggressive verbal behavior.

**TOWN OF NORTH STONINGTON**  
**ASSISTANT MAINTENANCE PERSON**

An employee in this position shall be required to have and maintain a current, valid driver's license with a good driving record clear of any convictions of serious motor vehicle violations. No CDL license will be required. Employees must be able to perform all duties and operate all equipment in lower classifications. Must have the ability to read and write English and to comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job.

**Duties and Responsibilities:** Employee will assist with the maintenance of the municipal grounds and buildings. These duties shall include, but not be limited to, cleaning, mowing, trimming, painting, repairs and maintenance. The employee must be able to use basic hand tools and equipment. Employee may be required to operate trucks up to and including 26,000 pounds gross vehicle weight which requires a current valid driver's license with a good driving record clear of any convictions of serious motor vehicle violations. Employee performs general work assignments related to the operation and functions of the Public Works Department.

\*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the classification.

**Physical and Mental Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.

While performing the duties of this job the employee is frequently required to: hear; speak; smell; stand; sit; walk; bend, twist, stoop, kneel, crouch or crawl; climb stairs to various levels; use hands to finger, handle, feel or operate objects, tools or controls; use wrists for repetitive motion; reach with hands and arms; drive; get in and out of vehicles; tolerate exposure to weather and environmental allergens.

The employee must occasionally lift and/or move up to 100 pounds; shovel; wash down equipment; operate light equipment and/or small tractors. Specific vision abilities required by the job include close vision, distant vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment.

While performing the duties of this job, the employee works in outside weather conditions as well as inside, and in so doing, works near moving mechanical parts and in precarious places; is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock and vibration. The noise level in the work environment ranges from quiet to loud.

Employee must be free from mental and physical disorders which would interfere with performance of duties as described, and have the ability to maintain his/her composure with the public and coworkers in everyday stressful and emergency situations. Employee may occasionally have to function in situations where subjected to aggressive verbal behavior.

**TOWN OF NORTH STONINGTON**  
**MAINTENANCE PERSON**

An employee in this position shall be required to have and maintain a current CDL License type “B,” with a good driving record clear of any convictions of serious motor vehicle violations. Employees must be able to perform all duties and operate all equipment in lower classifications. Must have the ability to read and write English and to comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job.

**Duties and Responsibilities:** Employee will maintain the municipal grounds and buildings. These duties shall include, but not be limited to, cleaning, mowing, trimming, painting, repairs and maintenance. The employee must be able to use basic hand tools and equipment. Employee may be asked to supervise additional personnel and the seasonal groundskeeping crew. Employee may be required to operate small and large trucks; can be assigned to operate all light equipment, compressors, loaders, backhoes, street sweeper, triaxle, paver, or loader. Employee shall work as a laborer when required.

\*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the classification.

**Physical and Mental Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.

While performing the duties of this job the employee is frequently required to: hear; speak; smell; stand; sit; walk; bend, twist, stoop, kneel, crouch or crawl; climb stairs to various levels; use hands to finger, handle, feel or operate objects, tools or controls; use wrists for repetitive motion; reach with hands and arms; drive; get in and out of vehicles; tolerate exposure to weather and environmental allergens.

The employee must occasionally lift and/or move up to 100 pounds; shovel; wash down equipment; drive or operate equipment, tractors, and/or backhoe. Specific vision abilities required by the job include close vision, distant vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment.

While performing the duties of this job, the employee works in outside weather conditions as well as inside, and in so doing, works near moving mechanical parts and in precarious places; is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock and vibration. The noise level in the work environment ranges from quiet to loud.

Employee must be free from mental and physical disorders which would interfere with performance of duties as described, and have the ability to maintain his/her composure with the public and coworkers in everyday stressful and emergency situations. Employee may occasionally have to function in situations where subjected to aggressive verbal behavior.

**TOWN OF NORTH STONINGTON**  
**TRUCK DRIVER**

An employee must have prior work experience as a truck driver and possess the ability to operate large trucks as required by the Town. Employees in this position shall be required to have and maintain a current, valid CDL type “B” driver’s license, at the minimum, with a good driving record clear of any convictions for serious motor vehicle violations. Employees must be able to perform all duties and operate all equipment in lower classifications. Must have the ability to read and write English and to comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job.

**Duties and Responsibilities:** Operate small and large trucks, can be assigned to operate all light equipment, compressors, loaders, backhoes, street sweeper, triaxle, paver, or loader. Employee shall work as a laborer when required.

\*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the classification.

**Physical and Mental Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.

While performing the duties of this job the employee is frequently required to: hear; speak; smell; stand; sit; walk; bend, twist, stoop, kneel, crouch or crawl; climb stairs to various levels; use hands to finger, handle, feel or operate objects, tools or controls; use wrists for repetitive motion; reach with hands and arms; drive; get in and out of vehicles; tolerate exposure to weather and environmental allergens.

The employee must occasionally lift and/or move up to 100 pounds; shovel; wash down equipment; drive or operate equipment, tractors, and/or backhoe. Specific vision abilities required by the job include close vision, distant vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment.

While performing the duties of this job, the employee works in outside weather conditions as well as inside, and in so doing, works near moving mechanical parts and in precarious places; is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock and vibration. The noise level in the work environment ranges from quiet to loud.

Employee must be free from mental and physical disorders which would interfere with performance of duties as described, and have the ability to maintain his/her composure with the public and coworkers in everyday stressful and emergency situations. Employee may occasionally have to function in situations where subjected to aggressive verbal behavior.



**TOWN OF NORTH STONINGTON**  
**HEAVY EQUIPMENT OPERATOR**

An employee must have prior work experience in the operation of heavy equipment and possess the ability to operate all equipment as required by the Town. Employee must have a current valid CDL type "A" driver's license with a good driving record clear of any convictions for serious motor vehicle violations. Employees must be able to perform all duties and operate all equipment in lower classifications. Must have the ability to read and write English and to comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job.

**Duties and Responsibilities:** Drive and operate all department vehicles and equipment including, specifically, tractor trailer combination, bulldozer, motor grader and excavator. Employee shall work as a Laborer, as required.

\*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the classification.

**Physical and Mental Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.

While performing the duties of this job the employee is frequently required to: hear; speak; smell; stand; sit; walk; bend, twist, stoop, kneel, crouch or crawl; climb stairs to various levels; use hands to finger, handle, feel or operate objects, tools or controls; use wrists for repetitive motion; reach with hands and arms; drive; get in and out of vehicles; tolerate exposure to weather and environmental allergens.

The employee must occasionally lift and/or move up to 100 pounds; shovel; wash down equipment; drive heavy equipment, light equipment, tractors, and/or backhoe. Specific vision abilities required by the job include close vision, distant vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment.

While performing the duties of this job, the employee works in outside weather conditions as well as inside, and in so doing, works near moving mechanical parts and in precarious places; is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock and vibration. The noise level in the work environment ranges from quiet to loud.

Employee must be free from mental and physical disorders which would interfere with performance of duties as described, and have the ability to maintain his/her composure with the public and coworkers in everyday stressful and emergency situations. Employee may occasionally have to function in situations where subjected to aggressive verbal behavior.

**TOWN OF NORTH STONINGTON**  
**ASSISTANT MECHANIC**

An employee must demonstrate the ability to perform, as required by the Town, all mechanical tasks without supervision, in the absence of the regular mechanic. New personnel hired at this level must possess prior work experience in this field. Employee must have a current valid CDL type "A" driver's license with a good driving record clear of any convictions for serious motor vehicle violations. Employees must be able to perform all duties and operate all equipment in lower classifications. Must have the ability to read and write English and to comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job.

**Duties and Responsibilities:** Responsibility for the maintenance of all municipal vehicles and equipment as assigned by the mechanic. Employees shall work as laborers when required. Operate small and large trucks as well as all equipment to perform all general work assignments relating to the operation and function of the Public Works Department.

\*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the classification.

**Physical and Mental Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.

While performing the duties of this job the employee is frequently required to: hear; speak; smell; stand; sit; walk; bend, twist, stoop, kneel, crouch or crawl; climb stairs to various levels; use hands to finger, handle, feel or operate objects, tools or controls; use wrists for repetitive motion; reach with hands and arms; drive; get in and out of vehicles; tolerate exposure to weather and environmental allergens.

The employee must occasionally lift and/or move up to 100 pounds; shovel; wash down equipment; drive heavy equipment, light equipment, tractors, and/or backhoe. Specific vision abilities required by the job include close vision, distant vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment.

While performing the duties of this job, the employee works in outside weather conditions as well as inside, and in so doing, works near moving mechanical parts and in precarious places; is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock and vibration. The noise level in the work environment ranges from quiet to loud.

Employee must be free from mental and physical disorders which would interfere with performance of duties as described, and have the ability to maintain his/her composure with the public and coworkers in everyday stressful and emergency situations. Employee may occasionally have to function in situations where subjected to aggressive verbal behavior.

**TOWN OF NORTH STONINGTON**  
**MECHANIC**

An employee must have demonstrated record-keeping and inventory control ability with good mechanical knowledge and background. Individual must possess the ability to assign and oversee work to the Assistant Mechanic(s) as required. Handle all repairs as needed and assigned by the Highway or Assistant Highway Foreman. New personnel hired at this level must have prior experience as a full mechanic with good work record in this filed. Employee must have a current valid CDL type "A" driver's license with a good driving record clear of any convictions for serious motor vehicle violations. Employees must be able to perform all duties and operate all equipment in lower classifications. Must have the ability to read and write English and to comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job.

**Duties and Responsibilities:** Maintain complete and accurate parts inventory and maintenance records for all vehicles, machinery and equipment. Responsible for maintenance and general upkeep of all Town vehicles and equipment in good working order with performance of all mechanical tasks as may be required. Supervise and assign all maintenance and repair work as necessary. Employee shall work as a laborer when required and operate small and large trucks as well as all equipment and perform all general work assignments relating to the operation and functions of the Public Works Department. Responsibility for the maintenance of all municipal vehicles and equipment as assigned by the mechanic. Employees shall work as laborers when required. Operate small and large trucks as well as all equipment to perform all general work assignments relating to the operation and function of the Public Works Department.

\*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the classification.

**Physical and Mental Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.

While performing the duties of this job the employee is frequently required to: hear; speak; smell; stand; sit; walk; bend, twist, stoop, kneel, crouch or crawl; climb stairs to various levels; use hands to finger, handle, feel or operate objects, tools or controls; use wrists for repetitive motion; reach with hands and arms; drive; get in and out of vehicles; tolerate exposure to weather and environmental allergens.

The employee must occasionally lift and/or move up to 100 pounds; shovel; wash down equipment; drive heavy equipment, light equipment, tractors, and/or backhoe. Specific vision abilities required by the job include close vision, distant vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment.

While performing the duties of this job, the employee works in outside weather conditions as well as inside, and in so doing, works near moving mechanical parts and in precarious places; is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock and vibration. The noise level in the work environment ranges from quiet to loud.

Employee must be free from mental and physical disorders which would interfere with performance of duties as described, and have the ability to maintain his/her composure with the public and coworkers in everyday stressful and emergency situations. Employee may occasionally have to function in situations where subjected to aggressive verbal behavior.

**WAGE INCREASE: 2%**  
**JULY 1, 2016 - 2017**

**PUBLIC WORKS - HIGHWAY DEPARTMENT**

<b>JOB TITLES</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Laborer/Assistant Maintenance Person</b>	\$20.19	\$20.57	\$20.93	\$21.14	\$21.38	\$21.66	\$21.82	\$22.01	\$22.22	\$22.41
<b>Truck Driver/ Maintenance Person</b>	\$21.66	\$22.02	\$22.40	\$22.68	\$22.90	\$23.19	\$23.41	\$23.59	\$23.76	\$24.01
<b>Operator</b>	\$23.19	\$23.59	\$24.00	\$24.26	\$24.55	\$24.88	\$25.04	\$25.29	\$25.47	\$25.70
<b>Assistant Mechanic</b>	\$24.32	\$25.31	\$25.70	\$26.01	\$26.34	\$26.62	\$26.87	\$27.06	\$27.27	\$27.53
<b>Mechanic</b>	\$26.62	\$27.08	\$27.56	\$27.87	\$28.17	\$28.50	\$28.73	\$29.00	\$29.24	\$29.54

**PUBLIC WORKS - TRANSFER STATION**

<b>JOB TITLES</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Laborer</b>	\$20.93	\$21.26	\$21.66	\$21.89	\$22.17	\$22.40	\$22.59	\$22.80	\$22.97	\$23.19
<b>Truck Driver</b>	\$22.40	\$22.80	\$23.19	\$23.46	\$23.69	\$24.01	\$24.16	\$24.57	\$24.60	\$24.88
<b>Operator</b>	\$24.01	\$24.42	\$24.88	\$25.12	\$25.41	\$25.70	\$25.93	\$26.15	\$26.39	\$26.62
<b>Assistant Mechanic</b>	\$25.02	\$26.04	\$26.47	\$26.76	\$27.08	\$27.43	\$27.64	\$27.85	\$28.11	\$28.33
<b>Mechanic</b>	\$27.43	\$27.89	\$28.36	\$28.67	\$29.15	\$29.34	\$29.59	\$29.85	\$30.10	\$30.39

**WAGE INCREASE: 2%**  
**JULY 1, 2017 – JUNE 30, 2018**

**PUBLIC WORKS - HIGHWAY DEPARTMENT**

<b>JOB TITLES</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Laborer/Assistant Maintenance Person</b>	\$20.59	\$20.98	\$21.35	\$21.57	\$21.81	\$22.10	\$22.25	\$22.45	\$22.66	\$22.86
<b>Truck Driver/ Maintenance Person</b>	\$22.10	\$22.46	\$22.85	\$23.14	\$23.36	\$23.66	\$23.88	\$24.06	\$24.23	\$24.49
<b>Operator</b>	\$23.66	\$24.06	\$24.48	\$24.74	\$25.04	\$25.38	\$25.54	\$25.79	\$25.98	\$26.22
<b>Assistant Mechanic</b>	\$24.80	\$25.81	\$26.22	\$26.53	\$26.86	\$27.15	\$27.40	\$27.60	\$27.82	\$28.08
<b>Mechanic</b>	\$27.15	\$27.62	\$28.11	\$28.42	\$28.74	\$29.07	\$29.31	\$29.58	\$29.83	\$30.13

**PUBLIC WORKS – TRANSFER STATION**

<b>JOB TITLES</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Laborer</b>	\$21.35	\$21.68	\$22.10	\$22.33	\$22.62	\$22.85	\$23.04	\$23.25	\$23.43	\$23.66
<b>Truck Driver</b>	\$22.85	\$23.25	\$23.66	\$23.93	\$24.17	\$24.49	\$24.65	\$25.06	\$25.09	\$25.38
<b>Operator</b>	\$24.49	\$24.91	\$25.38	\$25.63	\$25.92	\$26.22	\$26.45	\$26.68	\$26.92	\$27.15
<b>Assistant Mechanic</b>	\$25.52	\$26.56	\$27.00	\$27.30	\$27.62	\$27.98	\$28.19	\$28.40	\$28.67	\$28.89
<b>Mechanic</b>	\$27.98	\$28.44	\$28.92	\$29.25	\$29.73	\$29.92	\$30.18	\$30.44	\$30.70	\$30.99

**WAGE INCREASE: 2%**  
**JULY 1, 2018 – JUNE 30, 2019**

**PUBLIC WORKS - HIGHWAY DEPARTMENT**

<b>JOB TITLES</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Laborer/Assistant Maintenance Person</b>	\$21.00	\$21.40	\$21.78	\$22.00	\$22.24	\$22.54	\$22.70	\$22.90	\$23.11	\$23.31
<b>Truck Driver/Maintenance Person</b>	\$22.54	\$22.91	\$23.30	\$23.60	\$23.82	\$24.13	\$24.35	\$24.55	\$24.72	\$24.98
<b>Operator</b>	\$24.13	\$24.55	\$24.97	\$25.24	\$25.54	\$25.88	\$26.05	\$26.31	\$26.50	\$26.74
<b>Assistant Mechanic</b>	\$25.30	\$26.33	\$26.74	\$27.06	\$27.40	\$27.70	\$27.95	\$28.15	\$28.38	\$28.64
<b>Mechanic</b>	\$27.70	\$28.18	\$28.67	\$28.99	\$29.31	\$29.65	\$29.89	\$30.17	\$30.42	\$30.73

**PUBLIC WORKS – TRANSFER STATION**

<b>JOB TITLES</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Laborer</b>	\$21.78	\$22.12	\$22.54	\$22.77	\$23.07	\$23.30	\$23.51	\$23.72	\$23.90	\$24.13
<b>Truck Driver</b>	\$23.30	\$23.72	\$24.13	\$24.41	\$24.65	\$24.98	\$25.14	\$25.56	\$25.60	\$25.88
<b>Operator</b>	\$24.98	\$25.41	\$25.88	\$26.14	\$26.43	\$26.74	\$26.98	\$27.21	\$27.45	\$27.70
<b>Assistant Mechanic</b>	\$26.03	\$27.09	\$27.54	\$27.85	\$28.18	\$28.54	\$28.76	\$28.97	\$29.25	\$29.47
<b>Mechanic</b>	\$28.54	\$29.01	\$29.50	\$29.83	\$30.33	\$30.52	\$30.79	\$31.05	\$31.32	\$31.61