

WORKING AGREEMENT
BETWEEN
THE TOWN OF SOUTHTON
AND
LOCAL 1303-26 OF
COUNCIL #4 AFSCME AFL-CIO

JULY 1, 2016 THROUGH JUNE 30, 2019

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ARTICLE I
RECOGNITION

Section 1.0

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for the following employees:

All employees in the Public Works Department, excluding the Town Engineer, the Water Pollution Control Superintendent and the Superintendent and Assistant Superintendent of the Highway/Park Department and any employees in other bargaining units.

ARTICLE II
UNION SECURITY

Section 2.0

All employees in the bargaining unit shall, within thirty (30) days of the date of employment for new employees, either become members of the Union or pay a service fee to the Union as set by the Union in accordance with applicable law during the term of this Agreement or any extension thereof, as a condition of employment.

Section 2.1

The Town agrees to deduct from the pay of all its employees, who authorize such deductions from their wages, such membership dues, service fees, initiation fees and reinstatement fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.

Section 2.2

The deduction shall be made in equal amounts from each pay period per month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made not later than the last day of said month.

Section 2.3

The Union agrees to indemnify and save the Town harmless from any and all claims, suits or other forms of liability arising out of the Town's acting to implement this Article.

Section 2.4

The Town agrees that there will be no lockout of any of its employees during the life of this Agreement.

Section 2.5

The Town will place a bulletin board in each free-standing Town building utilized by bargaining unit members for the exclusive use of the Union.

Section 2.6

The Town will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement; new employees will be provided with a copy of this Agreement at the time of hire. Three (3) signed copies will be sent to the Council #4 Office by the Town.

Section 2.7

The Town agrees to deduct from the wages of any employee who is a member of the Union a **PEOPLE** deduction provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold harmless the Town from any claims arising as a result of any deduction made pursuant to this section.

ARTICLE III **HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

Section 3.0

The workday for Highway/Park and Water Pollution Control employees shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday; with one-half (1/2) hour unpaid lunch, from 12:00 noon to 12:30 p.m. and the regular workweek will be forty (40) hours.

Section 3.1

An employee that is scheduled to work less than thirty-five (35) hours per week, but twenty (20) hours or more per week for fifty (50) weeks or more per year will be considered a permanent part-time employee under the terms and conditions of this Agreement.

The normal scheduled workday of part-time employees will be between 8:30 a.m. and 5:00 p.m., Monday through Friday. The normal scheduled hours of work for a part-time employee on any scheduled day shall consist of at least one period of a minimum of four consecutive hours, with additional periods of less than four consecutive hours scheduled at the discretion of the Department. Call-ins not on the posted schedule shall be subject to the minimum pay provisions contained in this Article.

Section 3.2

A. Time and one-half (1-1/2) shall be paid for:

1. Employees regularly scheduled for a forty (40) hour week:

- (a) All work performed in excess of eight (8) hours in any one day, or over forty (40) hours in any one week.
- (b) All work performed on Saturday not in an employee's regular schedule.

Section 3.3

Double (2) time shall be paid for:

A. All work performed on Sunday.

B. All work performed on holidays designated in Article IV, Section 4.0, in addition to holiday pay. In the case of Christmas, New Year's and July 4, if an employee works the actual day of the holiday (versus the Town observed holiday) he/she shall be paid double time. If an employee works both the observed and actual holiday (of the three stated above), he/she shall be paid double-time for working the observed holiday and time and one-half for working the actual holiday, unless either falls on Sundays for which double time is regularly paid.

Section 3.4

A. When an employee is called in to work outside his regularly scheduled working hours he shall be paid a minimum of three (3) hours at time and one-half (1-1/2) his regular hourly rate if the call-in is from Monday through Saturday and double his regular hourly rate if the call-in is on Sunday and/or holidays provided in Article IV.

B. All employees who are on call shall be paid for such assignment at \$200.00 per week.

C. Employees may, at the discretion of the Town, be assigned to duties outside their regular Department of assignment. Additionally, employees may be assigned duties outside of their regular duties, provided they are qualified to do the work, and paid in accordance with Article VI, Section 6.2 where applicable. This provision shall not change regularly established schedules consistent with Article III, Section 3.0 of the Agreement.

Section 3.5

Part-time and/or probationary employees will not be called to work overtime unless there are no full-time employees available.

Section 3.6

- A. All overtime work, within classification shall be distributed equally within forty (40) hours, during the fiscal year. Any employee not equalized with forty (40) hours shall be compensated his regular hourly rate for the number of hours required to be equalized. Overtime earned or charged shall be posted on a monthly basis.
- For WPC department only, overtime hours, worked during on call status shall not be counted toward the equalization stated above.
- B. An employee who does not avail himself of the opportunity to work overtime will be charged on the overtime chart as though he had worked. An employee who volunteers to stay for overtime at the end of his/her shift shall be guaranteed a minimum of one (1) hour of work.
- C. In no case shall an employee in a lower classification be called in outside his/her working hours and be upgraded, unless all employees in the grade required worked or were charged.
- D. Qualified bargaining unit volunteers shall be solicited as necessary to assist employees who regularly perform snowplowing and leaf collection operations, with such operations. Volunteers shall place their names on appropriate overtime lists for this work. Qualified part-time bargaining unit volunteers shall be utilized to assist in snowplowing and leaf collection operation only if all full-time qualified bargaining unit volunteers are being utilized or charged. Volunteers shall place their names on appropriate overtime lists for this work. Opportunities to work this overtime shall be distributed fairly among the volunteers with consideration of the above provisions. If there are no volunteers available, the Town shall assign bargaining unit employees as necessary.
- E. The Transfer Station scheduled overtime is to remain under the standard overtime category and is subject to Section 3.6A, Highway/Park Department. All overtime work traditionally performed by the current Highway Division or Parks Division will remain the priority. If no employee who traditionally performs that work is available, then the Town may solicit volunteers from the entire group. If no volunteers, the Town will assign overtime and such assignment will be mandatory.

Section 3.7

The Union shall be given a list of all overtime hours and hourly rate paid to specific employees upon request.

Section 3.8

All bargaining unit work will be done by bargaining unit employees. This does not preclude the Town from supplementing its forces with contract units or other forces.

Section 3.9

All employees of the bargaining unit will be used if possible, before outside help is used.

Section 3.10

In the event of a National Weather Service named storm of six (6) inches or more of snow, employees working continuous operations during aforementioned storm will continue to receive the appropriate overtime rate of pay until the completion of such event.

ARTICLE IV
HOLIDAYS

Section 4.0

The following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4 th	Christmas Day
½ Day on New Year's Eve	½ Day on Christmas Eve

Section 4.1

The following shall be observed as days off with full pay, for part-time employees:

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Day after Thanksgiving
	Christmas

Section 4.2

Holidays falling on Sunday shall be celebrated on Monday. Holidays falling on a Saturday shall be celebrated on the preceding day.

Section 4.3

Part-time employees will be given the opportunity to make up any hours lost due to a holiday closing for which they are not entitled to full pay.

Section 4.4

If a holiday occurs while an employee is out on sick leave, the employee will have an option of accepting the day as a holiday with no charge to sick leave or of charging the day to sick leave providing a Doctor's certificate verifies the illness, and take a day off at a later date.

ARTICLE V
SENIORITY, LAYOFF AND RECALL

Section 5.0

- A. Seniority shall be defined as the length of an employee's continuous service since original date of hire with the Town. Seniority shall be broken by discharge, voluntary termination, or termination of recall provision rights.
- B. Departmental seniority as applied solely to Sections 5.3(A) shall be defined as the length of an employee's continuous service since original date of hire, transfer or promotion into a department. Such seniority shall be broken by discharge, voluntary termination or termination of recall provision rights.
- C. For the purposes of this Article there shall be two (2) departments as follows:

Highway/Park Water Pollution Control

Section 5.1

The Town shall prepare a list of employees showing their seniority with the Town and within their department and deliver the same to the Union President on December 1st of each year. Upon completion of their probationary period, new and regular employees who were transferred or promoted shall be added to this list(s).

Section 5.2

New bargaining unit employees shall serve a probationary period of six (6) calendar months. With notice to the probationary employee and the Union, the Town may extend the initial probationary period by no more than ninety (90) days. During their probationary period all new employees shall have no contractual seniority but shall be subject to all other provisions of the Agreement with the following exception. During their probationary period new employees shall be subject to discharge or other discipline by the Town upon a determination by the Town in its sole and exclusive discretion that the services of the probationary employee have been in any way unsatisfactory. Neither the probationary employee nor the Union in such case shall have recourse to the grievance and arbitration provisions of this Agreement. All employees who have completed their contractual probationary period shall be permanent employees and their seniority shall date back to the original date of hire.

Section 5.3

Highway/Park and Water Pollution Control Departments

A. **Promotions**

All job openings occurring in upper level positions within a department shall be posted to the affected department first, for a period of seven (7) working days, prior to any action taken to fill any job opening. If the senior employee in the affected department applies

for the job opening, the seven (7) day posting period shall be waived. The decision as to whether a job opening exists shall be the sole discretion of the Town. In the event that the senior employee does not apply for the job opening, the vacancy shall be filled by the employee with the highest Departmental seniority, provided the employee meets the minimum qualifications for the position. If there are no applications from the affected department, then the job opening will be posted to the rest of the bargaining unit on the Union bulletin board who for a period of seven (7) working days. Seniority, for the purposes of this Section, shall mean Departmental seniority

B. Vacancies/Transfers

All job openings occurring in entry level positions for a department shall be posted to the entire bargaining unit on Union bulletin boards for seven (7) working days. Employees may personally or through a Union official, submit their application to their immediate supervisor, in writing. Job openings shall be filled by employees who possess the skills and ability as defined in "Minimum Qualifications" of the job, in order of their Town seniority.

- C. Part-time employees, including within the affected department, in the bargaining unit may apply for full-time job openings, but shall only be considered if there are no full-time employees in the entire bargaining unit applying for the job opening (promotion, vacancy, and transfer).
- D. For the purposes of this Section, all vacancies shall be defined as a bargaining unit position opened as a result of promotion, demotion, termination, resignation, retirement, death, the creation of a new position or expansion of a part-time position to a full-time position.
- E. All job openings shall be filled within ninety (90) days of the date of an employee vacating a position or of the establishment of a new position. The Department Head shall establish a minimum requirement of personnel for his Department and shall maintain at least this minimum during the term of this Agreement.
- F. Employees submitting an application, who were not given the assignment in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure.

Section 5.4

When a permanent employee is retained in a vacancy, in a regular or newly created position, in any Department for sixty (60) days pursuant to this Agreement, then the employee shall be considered qualified and allocated to said position, if the position continues to exist, otherwise he/she shall return to his/her former position.

Section 5.5

Copies of job postings, a list of the persons bidding for the job, and the name of the person appointed shall be sent to the Union President at the time of appointment.

Section 5.6

- A. When the Town determines that layoffs are necessary, they shall take effect in the inverse order of Town seniority in the classification affected in the following order:
- (i) Temporary and seasonal employees;
 - (ii) Part-time probationary employees;
 - (iii) Full-time probationary employees;
 - (iv) By seniority of the remaining employees in the classification, except a part-time employee may not bump a full-time employee.
- B. A permanent employee scheduled for layoff under 4 above, if he/she so desires, may, if qualified, bump an employee with less Town seniority in the following order:
- (i) Within the same classification in the same department from which the employee is being laid off;
 - (ii) Within a lower classification in the same department from which the employee is being laid off.

For purpose of this Section there are two (2) departments:

Highway/Park Water Pollution Control

Section 5.7

Laid off employees, within classification, with the most seniority shall be rehired first, and no new employees shall be hired in these classifications until all laid off employees in these classifications have been given an opportunity to return to work. These recall provisions shall apply for no more than eighteen (18) months from the date of layoff.

An employee who has been laid off shall be responsible for keeping the Town informed as to his/her current address. The Town shall only be required to send any recall notice to the address which is maintained in the Town's employment records. If that notice is returned as not deliverable, he/she shall be no longer eligible for recall and he/she shall have his/her name removed from the recall list.

An employee notified that an opening exists shall have five (5) working days from his/her receipt of the recall notice which shall be sent by certified mail, return receipt requested, to notify the office of the Town Manager of his/her availability. The recalled employee must then report to work within fourteen (14) days from the receipt of recall notice, or he/she shall no longer be eligible for recall and he/she shall have his/her name removed from the recall list.

Section 5.8

Officers and stewards of the Union shall have super seniority in the event of a layoff, provided they are capable of performing the job they are preempting.

ARTICLE VI
WAGES

Section 6.0

Wage scales, classifications of positions and class specifications shall be negotiated and made a part of this Agreement.

Section 6.1

- A. A labor/management committee of four (4) persons, two of which will be appointed by the Union and two of which will be appointed by the Town, shall be responsible for screening all disputes regarding job classifications. The committee will review all requests for upgrading or downgrading of bargaining unit positions.
- B. If the committee rejects the requested reclassification, the committee's decision shall be final. If the committee finds merit in the request, it shall be referred to the Town personnel consultant for review. Said consultant shall issue his/her opinion on the request within sixty (60) calendar days of receipt of the committee's recommendation.
- C. If there is disagreement between the committee and the personnel consultant, the matter will be submitted to an AAA panelist. The AAA Panelist's decision will be final. The cost to be divided equally between the Town and the Union. It is agreed by the Town and Union that this procedure does not constitute mid-term bargaining.

Section 6.2

An employee promoted to a higher classification or working in a higher classification than his/her own shall be paid for the full workday at the step on the scale for the higher classification he/she had attained on the wage schedule for his/her own classification. When it is necessary to assign an employee to a higher classification such assignment shall be made from among the employees in the next lower classification and department by order of departmental seniority.

When it is necessary to assign an employee temporarily to a lower classification, such assignment shall be made from among the employees in the affected classification and department by inverse order of departmental seniority. The affected employee shall receive his/her normal rate of pay. In no event shall another employee be upgraded to a classification while an incumbent of that classification is performing work of a lower classification.

Section 6.3

Wages shall be paid bi-weekly by direct deposit.

Section 6.4

Employees hired on or before ratification of the 2013-2016 Agreement shall receive annually (on or about December 15th) \$200.00 after eight (8) years of service and \$400.00 after fifteen (15)

years of service.

Section 6.5

Employees hired on or before ratification of the 2013-2016 Agreement shall receive annually (on or about December 15th) proration of the following amounts according to hours worked per week (20/35 or 25/35):

After eight (8) years of service	\$200.00
After fifteen (15) years of service	\$400.00

July 1, 1988, will begin the schedule for determining anniversary date of years of service.

Section 6.6

- A. All Equipment Operator I's and Water Pollution Control Operator I's shall be provided fair opportunity to learn to operate all Highway or W.P.C. equipment that is required of an Operator II. This opportunity shall be provided during normal working hours and/or on an overtime basis.
- B. Upon successful demonstration by an Operator I of the ability to perform the Operator II duties, he/she shall be reclassified to the Operator II position.
- C. Operator I's not wishing to be so trained shall so notify the Superintendent of Streets or Superintendent of Water Pollution Control respectively.

**ARTICLE VII
INSURANCE & PENSION**

Section 7.0

Except as otherwise provided for in this Section, the Town will provide the following insurance, or substantially equal coverage by another carrier, for all employees and their dependents from date of hire:

- A. The Town shall only provide a high deductible health care plan with a health savings account feature ("HSA plan"), including the following components:

Cost Share Provisions	In-Network	Out-of Network (OON)
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co- insurance maximum
Coinsurance Maximum	\$0 Medical & RX	

		\$2,000/4,000 (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum	\$2,000/\$4,000 (includes deductible and in-network cost shares)	\$4,000/\$8,000 (includes deductible and in-network and out-of-network cost shares)
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

The Town shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Town's contribution toward the HSA deductible will be deposited into the HSA accounts in two installments: first payroll in July and first payroll in January. The parties acknowledge that the Town's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed Supervisors. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

An HRA shall be made available for any employee who is precluded from participating in the HSA bank account because the individual receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Town shall not exceed the Town's annual deductible contribution for those in the HSA. Premium contributions for the individuals in the HRA shall be the same as the HSA.

The following premium cost sharing provisions shall apply to the HSA plan during the term of this Agreement:

Effective July 1, 2016, the Town agrees to pay eighty-four percent (84%) of the cost of coverage under the HSA plan. Effective July 1 2017, the Town agrees to pay eighty-three percent (83%) of the cost of coverage under the HSA plan. The remaining portion of the premium costs shall be paid by the employees by way of payroll deductions.

Wellness Incentive: If an employee and the employee's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2017, the employee will pay the discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2018. If an employee and the employee's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2017, the employee will pay the non-discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2018.

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2018	18%	20%

The Town will be permitted to substitute a medical insurance plan for the HSA plan under the following terms and condition:

1. Anthem is substituted for an equally reputable insurance provider;
 2. The coverage for all items currently covered (e.g., physician, hospitals, prescriptions, patient services, equipment, etc.) are all equal to or better than the existing coverage;
 3. The list of participating physicians and facilities covered in-network and without additional co-pays is comparable; and
 4. The substitution is not implemented prior to either an agreement of the Union or arbitration award confirming compliance with the above conditions.
- B. For the employee only, a life insurance policy with accidental death and dismemberment coverage in the principal sum equal to each employee's yearly wage, rounded to the nearest \$1,000.
- C. Anthem Full Service Plan Dental Plan with the Dependent Child Rider and Rider A.
- D. Employees hired before July 1, 2016 may elect to waive all health insurance benefits. Employees electing this option will do so on July 1st. Any employee waiving coverage for which he/she would otherwise be eligible shall be paid according to the following schedule:
1. Any employee eligible for family coverage who elects to waive health insurance coverage shall receive a payment of \$3000;
 2. A Any employee eligible for 2-person coverage who elects to waive health insurance coverage shall receive a payment of \$2000;

3. Any employee eligible for single coverage who elects to waive health insurance coverage shall receive a payment of \$1000.

The annual payment as stipulated above shall be made in two equal installments; fifty percent (50%) on the first pay period of December and fifty percent (50%) on the first pay period of June.

- E. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the MERA. During such mid-term negotiations, the parties will reopen the health insurance provision for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.
- F. Upon retirement, an employee may purchase health insurance coverages at the employee's expense. The above coverages, excluding life insurance but including Medigap coverages, shall be available at group rates.

Section 7.1

Whenever an injury occurs to an employee for which compensation is payable under the State Workers' Compensation Act, the amount of salary paid to the employee by the Town, when combined with the compensation received under the Act, shall be equal to ninety percent (90%) of his gross regular salary for the first thirty (30) days, eighty percent (80%) for the period between thirty (30) and ninety (90) days, and seventy five percent (75%) beyond ninety (90) days. In the event that the listed difference of gross regular salary is paid to an employee by the Town while he is eligible to receive compensation, all such compensation, excluding specific awards received by the employee, shall be turned over to the Town Treasury. Any employee may elect not to accept the Town's supplemental payment, and be paid only the mandated compensation provided under the Workers' Compensation Act, but in such case, said compensation shall fully extinguish, except for the provision of insurance benefits, the Town's financial liability to the employee as set forth in this Section.

In the event that an employee has reached maximum medical improvement and is unable to return to full duty after two (2) years, the Town may separate the employee from employment, provided such determination is supported by an independent medical examination.

Section 7.2

The employees covered by this Agreement will be provided with coverage under the Connecticut Municipal Employees Retirement Fund "B" including credit for prior years of service with the Town. Employee pension contributions shall be on a pre-tax basis.

ARTICLE VIII
VACATIONS

Section 8.0

Employees covered by this Agreement who have completed the following periods of continuous employment with the Town shall accrue vacation leave on a monthly basis as defined in the following table:

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual</u>
Six months to 1 year Employees shall not be permitted to take vacation during the first six months of employment	6.66 hrs/mo = 10 days
1 year up to but not including 5 years	6.66 hrs/mo = 10 days/yr
5 years up to but not including 10 years	10.00 hrs/mo = 15 days/yr
10 years up	13.33 hrs/mo = 20 days/yr

In addition to the 10.00 hrs/month accrued from 5 years up to but not including 10 years, an employee shall accrue an additional .67 hrs/month in years 7 and 9. (.67 hrs/month = 1 day/yr).). An employee's accrual in years 7 and 9 shall not be more than 10.67 hrs/month.

In addition to the 13.33 hrs/month accrued from 10 years and up, an employee shall accrue an additional .67 hrs/month in year 11 and every other odd year thereafter. (.67 hrs/month = 1 day/yr) (i.e., 13, 15, 17, etc.). An employee's accrual in year 11 and every other odd year thereafter shall not be more than 14.00 hrs/month.

An employee hired before July 1, 2013 shall not lose any unused vacation leave currently accrued, and may carry over such leave from year to year until his or her accrued and unused vacation leave is less than thirty (30) days. Once an employee's accrued vacation leave is less than thirty (30) days, the employee may not carry over more than thirty (30) vacation days per year.

For all other employees, no more than thirty (30) accrued and unused vacation days may be carried over each year.

Section 8.1

After one (1) year of service, part-time employees shall accrue vacation leave as follows: 3.33 hours/per month = 10 days/yr. Part-time employees shall not accrue more than ten (10) day of vacation leave each year.

Section 8.2

Choice of vacation periods shall be by seniority with the most senior employee having the first choice, etc.

Section 8.3

In the event of illness during an employee's vacation period the employee shall be given an option of charging the sick days to his sick leave with a Doctor's certificate.

Section 8.4

- A. In the event an employee terminates his service with the Town and has vacation days accrued, he shall be paid for unused accrued days, not to exceed thirty (30) days. Unused accrued vacation days shall not be paid if the employee is terminated for committing a felony.
- B. In the event of an employee's death and he has vacation days accrued, his spouse and/or minor children shall receive those monies for unused accrued days not to exceed thirty (30) days. If the employee has neither spouse nor minor children, his estate shall receive those monies for the unused accrued days, not to exceed thirty (30) days.

ARTICLE IX **LEAVE PROVISIONS**

Section 9.0

Sick Leave. Each employee shall be entitled to a sick leave with full pay which shall accrue at a rate of 10 hours per month for a total of fifteen (15) working days in any fiscal year. Unused sick leave may be accumulated from year to year to a maximum accrual of 960 hours or one hundred twenty (120) working days. NOTE: Doctor's certificate for more than three (3) days.

Section 9.1

Part-time employees shall accrue sick leave based on a pro-rated basis. Note: Doctor's certificates for more than three (3) days.

Section 9.2

Sick leave may be used for the following purposes:

- A. Personal illness, physical incapacity, injury or exposure to contagious disease.
- B. Enforced quarantine of the employee in accordance with community health regulations.
- C. For attendance upon members of his household whose illness or injury requires the care of the employee. As used in this section, household shall mean two or more persons living together in a single dwelling unit. This provision shall also apply to care for the victims of domestic violence in accordance with state law.
- D. To meet medical or dental appointments.

Section 9.3

Upon retirement or termination of services with the Town, employees hired prior to July 1, 1989 shall be entitled to full compensation in a lump sum for that portion of unused sick leave which has been accumulated as provided in Section 9.0. Employees hired after July 1, 1989 shall not be entitled to compensation for that portion of unused sick leave which has been accumulated as provided in Section 9.0.

Section 9.4

In the event of the death an employee hired prior to July 1, 1989, his/her spouse or minor children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's accumulated sick leave. If the employee has neither spouse nor children the pay shall be given to the estate of the deceased employee.

Section 9.5

Each employee may be entitled to personal leave which shall accrue at a rate of eight (8) hours per quarter for the first three quarters of each fiscal year for a total of twenty-four (24) hours or three (3) working days in any fiscal year. An employee may take personal leave only when such leave is applied for by the employee and granted by the Department Head. Personal leave shall not carry over year to year.

Part-time employees shall accrue personal leave on a pro-rated basis. Personal leave shall not carry over year to year.

Section 9.6

A maximum of five (5) days with pay will be allowed in the event of a death in the immediate family. "Immediate family" shall mean: father, mother, spouse, and child. A maximum of three (3) days with pay will be allowed in the event of the death of sister, brother, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law. For aunts, uncles, and first cousins of the employee or his/her spouse or the spouse's grandparents, a maximum of one (1) day will be

allowed in association with the funeral, except when such relative is an actual member of the household when three (3) days will be allowed.

It is agreed that for aunts, uncles, and first cousins of the employee or his/her spouse or the spouse's grandparents, the employee may be asked to provide a copy of the obituary within a reasonable amount of time not to exceed thirty (30) days.

Section 9.7

Union Officials shall be allowed to attend Official Union conventions without loss of pay for the period required to attend the function, not to exceed one (1) week and not more than one (1) official, in any fiscal year. The Union shall give the Town at least one (1) weeks' notice of an employee's intention to attend such a convention.

Section 9.8

Employees shall be granted leaves with full pay for jury duty or any other civic duty requiring an appearance before a court or other public body. Leaves with pay for jury duty shall be limited in accordance with applicable law.

Section 9.9

Up to two (2) weeks military leave may be granted for service on active reserve or National Guard Duty, during which an employee shall be paid the difference between his regular salary and military base pay.

Section 9.10

- A. No employee shall lose any seniority standing because of any military service including service in the National Guard or Organized Reserves.
- B. On return from military service an employee shall be reinstated in his former job or one of like rank and shall receive credit for the yearly increments awarded during his absence on military service provided that he reports for duty within ninety (90) days of his discharge from military service.
- C. The Town will pay to the employee's Retirement Fund, the employee's annual assessment.
- D. The employee's accumulation of sick leave, upon leaving, shall be retained to his credit when he returns.

Section 9.11

- A. An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes.

- B. Employees shall not be precluded from using accrued vacation leave during such childbearing leave, but shall make a written commitment stating they will return to work after vacation leave is taken.

Section 9.12

An employee may donate vacation to seriously ill or injured members. Starting on July 1, 2013, the maximum donation shall be fifty (50) hours per employee over the life of the employee's employment with the Town.

Section 9.13

Each employee shall be notified in writing on or about January 15 and July 15th of each year of his/her accumulation of vacation, sick and personal leave.

ARTICLE X
SAFETY & HEALTH

Section 10.0

The Town Manager and the officers of the Union shall comprise a Safety Committee to review the needs of the department regularly. Also included will be the Department Heads.

Section 10.1

- A. Quality foul weather gear shall be purchased by all employees working in conditions exposed to severe elements, *i.e.*, rain gear, boots, and appropriate gloves. The Town shall reimburse employees each fiscal year for shoes and/or boots necessary for each employee to perform his or her job up to \$175 and for foul weather gear up to \$225. In order to be eligible for reimbursement under this provision, a receipt must be submitted no later than thirty (30) days after having incurred the expense, and in no case later than June 30 of each year.
- B. Hardhats and safety glasses shall be furnished to employees working in hazardous locations and equipment.
- C. Clothing that is damaged in line of work will be replaced by the Town, not to exceed \$200 annually upon presentation of the damaged clothing and proof of its value.

Section 10.2

Outside employees working beyond the regular working hours shall receive a meal allowance as follows:

	Upon ratification of the 2016-2019 Agreement	As of July 1, 2017	As of July 1, 2018
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If employed during the meal hour of 6:00 p.m.	\$13.00 per meal	\$14.00 per meal	\$15.00 per meal
If employed during the meal hour of 12:00 a.m. or 6:00 a.m.	\$10.00 per meal	\$11.00 per meal	\$12.00 per meal
If employed on a paid holiday or Sunday, the noon meal	\$10.00 per meal	\$11.00 per meal	\$12.00 per meal

Section 10.3

The Town shall provide, free of charge to the employee, medical injections for the prevention and treatment of work related diseases, such as hepatitis, influenza, tetanus and poison ivy.

Section 10.4

Employees in the Water Pollution Control Department shall not be required to work alone in the sewer pumping stations and plant during emergency calls, as determined by the Superintendent.

Section 10.5

The Town shall provide and pay the cost of a uniform service for employees who continuously work outdoors. If an employee takes this benefit, that employee shall be required to wear such uniforms. If any employee does not take the benefit, the employee shall be required to wear appropriate clothing. The Town shall pay the cost of license and annual physical for employees required to maintain a CDL license. The Town shall pay the cost of a pesticide application license for the Grounds Coordinator.

ARTICLE XI **DISCIPLINARY PROCEDURE**

Section 11.0

- A. Employees shall not be disciplined, suspended or discharged without just cause, except as provided in Article V, Section 5.2. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which disciplinary action is being applied. Employees shall not be subject to any disciplinary inquiries without being offered the opportunity for Union representation before the meeting commences.
- B. Disciplinary actions shall include:
- (i) Oral or written warning or reprimand;
 - (ii) Suspension without pay;
 - (iii) Discharge.

Nothing herein shall, however, preclude the Town, in cases of serious misconduct, from immediately implementing a suspension or discharge.

- C. Any discipline must be confirmed in writing with reason given and a copy given to the employee and the Union President.
- D. An oral or written warning or reprimand on the service record of an employee which takes place more than eighteen (18) months regarding a verbal warning and two (2) years for a written warning before a subsequent infraction will not be used in any subsequent disciplinary action by the Town against an employee. A suspension without pay on the service record of an employee which takes place more than four (4) years before a subsequent infraction will not be used in any subsequent disciplinary action by the Town against an employee. Effective June 30, 2016, four (4) years shall become five (5) years as it relates to suspensions.

ARTICLE XII **PRIOR BENEFITS**

Section 12.0

This Agreement contains the full and complete agreement between the Union and the Town on all bargainable issues, and supersedes all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether oral or written, except bona fide prior benefits.

ARTICLE XIII **TOWN RIGHTS**

Section 13.0

Except as otherwise limited by an express provision of this Agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, establishing standards performance of its employees; determining the mission of the Town's departments and the methods and means necessary to fulfill that mission, including the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against Town employees for legitimate reasons; layoff because of lack of work; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE XIV **GRIEVANCE PROCEEDINGS**

Section 14.0

Grievances arising out of matters covered by this agreement will be processed in the following manner at the request of either party: All "days" means working days.

- A. Between the aggrieved employee, the Union Representative and the immediate supervisor.

- B. In the event there is no settlement within two (2) days in Step (A) above, the matter may be submitted by the aggrieved employee, the Union Representative and/or Steward, to the Town Manager. The Town Manager shall arrange a meeting with all those concerned present, to review the facts.
- C. In the event there is no settlement within five (5) days in Step (B) above, the Union may submit the matter to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties.
- D. Grievances must be filed within thirty (30) days of the event or the employee and the Union are stopped from any future claim against the Town.

Section 14.1

Officers or Stewards of the Union shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations shall be afforded the necessary amount of time without loss of pay to conduct such business.

Section 14.2

The Department Head and the Union Committee from the employees of his department shall meet periodically, but not less than twice per year, at a time mutually convenient for the purpose of discussing matters of mutual interest, performance of work, employee behavior and working conditions with the intent to avoid the necessity for the individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship.

Section 14.3

Failure of the employees or the Union or Town to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not the same.

ARTICLE XV **SAVINGS CLAUSE**

Section 15.0

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XVI
NO DISCRIMINATION

Section 16.0

Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, gender identity, sexual orientation, or physical or mental disability which is unrelated to the ability of the employee to perform a particular job.

Section 16.1

As used in this Agreement, masculine or feminine pronouns shall include reference to either sex.

ARTICLE XVII
MISCELLANEOUS

Section 17.0

All bargaining unit employees who use their vehicles to perform Town business shall be reimbursed at the IRS rate per mile.

Section 17.1

The appropriate office shall be notified by the employee's regularly scheduled starting time if the employee is not reporting to work.

Section 17.2

All bargaining unit employees who use cars owned by the Town shall only use the cars for official Town business. The employee shall not use the Town owned cars for commuting back and forth to work and shall not use the cars for any personal business at any time.

ARTICLE XVIII
HOURS OF WORK AND BENEFITS FOR PART TIME EMPLOYEES

Section 18.0

It is agreed that permanent part-time employees shall be included in all sections of the Agreement between the Town of Southington and Local 1303-26 of Connecticut Council #4, AFSCME, AFL-CIO, except where expressly modified.

ARTICLE XIX
TUITION AND BOOK REIMBURSEMENT

Section 19.0

Town shall establish a Tuition and Book Reimbursement Plan effective upon signing. Employees who participate in outside accredited trade or college programs shall be reimbursed at seventy-five (75%) percent if they obtain B or above or, if pass/fail course, a passing mark. The Town's maximum liability shall be one thousand seven hundred fifty dollars (\$1,750) per year for the bargaining unit, with a maximum of seven hundred fifty (\$750) per semester for any individual employee.

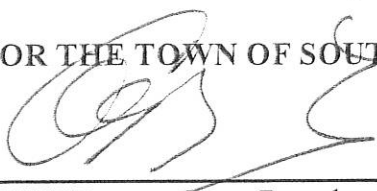
ARTICLE XX
DURATION

Section 20.0

This Agreement shall be effective upon ratification by the parties, except where otherwise stated, and shall remain in full force and effect until the 30th day of June, 2019. It shall automatically be renewed from year to year, thereafter, unless either party shall notify the other in writing 120 days prior to the anniversary date that it desires to modify the Agreement.

IN WITNESS WHEREOF, the parties have set their hands this ____ day of October, 2016.

FOR THE TOWN OF SOUTHTON

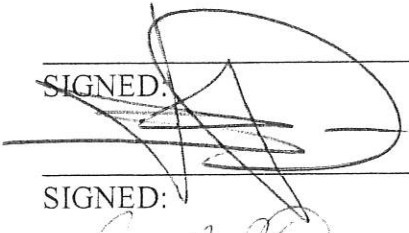


SIGNED: Garry Brumback
Town Manager

**FOR LOCAL 1303-36 OF COUNCIL #4
AFSCME, AFL-CIO**


SIGNED:

SIGNED:



SIGNED:

SIGNED:



SIGNED: Staff Representative
Connecticut Council 4
AFSCME, AFL-CIO

SCHEDULE A

JOB CLASSIFICATION	HOURS	2016-17	2017-18	2018-19
Grade 2				
Public Works Laborer	2080	\$24.89	\$25.51	\$26.07
Grade 3				
Truck Driver	2080	\$26.41	\$27.07	\$27.67
WPC Lab Technician	2080	\$26.41	\$27.07	\$27.67
Operator I -WPC	2080	\$26.41	\$27.07	\$27.67
Grade 4				
Public Works Operator I	2080	\$27.88	\$28.58	\$29.21
Mechanic Aide	2080	\$27.88	\$28.58	\$29.21
Roll-off Truck Operator*	per assignment	\$27.88	\$28.58	\$29.21
Trailer Driver (requiring Grade A license)*	per assignment	\$27.88	\$28.58	\$29.21
*Paid only during time of temporary assignment to these responsibilities				
Grade 5				
PW Operator/Mechanic	2080	\$29.00	\$29.73	\$30.38
WPC Operator II	2080	\$29.00	\$29.73	\$30.38
Grounds Coordinator	2080	\$29.00	\$29.73	\$30.38
Grade 6				
Public Works Operator II	2080	\$30.08	\$30.83	\$31.51
PW Mechanic I	2080	\$30.08	\$30.83	\$31.51
Grade 7				
PW Mechanic II	2080	\$31.19	\$31.97	\$32.67
WPC Operator III	2080	\$31.19	\$31.97	\$32.67
Grade 8				
Chemist, WPC	2080	\$32.23	\$33.04	\$33.77
Grade 9				
PW Crew Chief	2080	\$33.31	\$34.14	\$34.89
Park Foreman/Operator	2080	\$33.31	\$34.14	\$34.89
Grade 12				
WPC Foreman/Operator	2080	\$36.64	\$37.56	\$38.39
General Foreman	2080	\$36.64	\$37.56	\$38.39