

**COLLECTIVE BARGAINING  
AGREEMENT**

*By and Between*

**TOWN OF THOMPSON**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Local 424 - Unit 79**

**Thompson DPW and Municipal Employees**

**July 1, 2017 to June 30, 2020**

**AGREEMENT**  
**BETWEEN**  
**TOWN OF THOMPSON**  
**AND**  
**UPSEU, LOCAL 424, UNIT 79**

THIS AGREEMENT is entered into by and between the TOWN OF THOMPSON, hereinafter referred to as the "Town", and UPSEU, Local 424, Unit 79, hereinafter referred to as the "Union".

**ARTICLE 1.0 – RECOGNITION**

1.1 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 employees in the Highway Department, Assessor's Secretary/Clerk, full-time Assistant Town Clerk, Financial Clerks, Secretaries, Clerks, Transfer Station Operator, Transfer Station Laborer, Zoning Enforcement Officer and other employees so required to be included by state, statutes, excluding supervisors, employees in a different bargaining unit and employees who work on a part-time (less than twenty [20] hours per week), temporary or seasonal basis as most recently certified by the Connecticut Board of Labor Relations in Decision and Certification of Representation No. 4724; Case No. ME-30,762 issued March 27, 2014.

**ARTICLE 2.0 – UNION SECURITY**

2.1 All members of the bargaining unit shall as a condition of continued employment either become and remain members of the Union, or pay to the Union an agency fee not exceeding the proportion of dues which represents the costs of collective bargaining, contract administration and grievance adjustment. All new employees shall become members of the Union after thirty (30) days. Temporary employees working as replacements for ninety (90) days or less will be excluded. The ninety days may be extended by mutual consent.

2.2 Upon receipt of a signed authorization form from the employee involved, the Town shall deduct from the employee's pay an amount equal to the Union membership dues or agency fee. The amount of Union membership dues or agency fee shall be certified by the Union to the Town in each successive year.

2.3 The deduction shall be made on a weekly basis 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 10th of the following month.

2.4 During the life of this Agreement there shall be no strike, sympathy strike, slow down, suspension of stoppage of work in any part of the Town's operation authorized by the Union nor there any lockout by the Town in any part of the Town's operation.



2.5 The Union agrees to indemnify and hold the Town harmless for any loss or damages arising from this Article.

2.6 The Union shall be provided with bulletin Board space at each work location.

### **ARTICLE 3.0 – MANAGEMENT RIGHTS & PRESERVATION OF RIGHTS**

3.1 It is recognized that the Town, through its Chief Executive, has and will continue to retain the rights and responsibilities to direct the affairs of the departments in all of its various aspects, except those specifically abridged or modified by this Agreement. Such rights and responsibilities are inherent in the Chief Executive by virtue of statutory provisions; consequently actions with respect to such rights and responsibilities are not subject to review; except those specifically abridged or modified by this Agreement.

3.2 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees enjoyed heretofore, unless specifically abridged in this Agreement.

### **ARTICLE 4.0 – HOURS OF WORK, OVERTIME & HOLIDAY PREMIUM PAY**

4.1 The basic work week for the Highway Department shall be 40 hours, Monday through Friday. The basic work day shall be from 7:00 a.m. to 3:00 p.m., Monday through Friday with twenty minutes paid for lunch and with said lunch break occurring somewhere between 11:00 a.m. and 1:00 p.m. as determined by the Public Works Director based on the day-to-day operational needs of the Department. The hours of work may be changed by mutual agreement of the Town and Union.

The basic work week for the Town Hall employees shall be 35 hours, Monday through Friday, actual hours to be set by the supervisor of the department for employees in that department. Each full-time employee shall have a twenty (20) minute paid lunch period.

The weekly work week of the Transfer Station Employees shall be 40 hours per week, Tuesday through Saturday; actual hours are to be set by the Director of Public Works or the First Selectman for the employees in that department.

4.2 Time and one-half shall be paid for:

- a) All work performed in excess of eight (8) hours in any one day
- b) All work performed in excess of forty (40) hours in any one work week.
- c) All work performed on Saturday, unless Saturday is a regularly scheduled work day as in the case of Transfer Station employees.
- d) All work performed on "observed" holidays.

Hours worked in excess of 35 shall be compensated at straight time up to 40 hours per week.

Town Hall employees shall be eligible for compensatory time at applicable overtime rates in lieu of payment. Employees may accrue up to three (3) weeks of compensatory time.

The employee's decision to accept compensation time in lieu of overtime payment shall be made freely and without coercion or pressure. Such decision shall rest solely with the employee. Beginning retroactive to January 1, 2018, compensatory time must be used within twelve (12) months of accruing such time. All compensatory time that has accrued prior to January 1, 2018 must be used by June 30, 2019.

In the last year of employment, the Town, in its sole discretion, shall determine whether the employee is able to use some or all of their compensatory time. Any unused compensatory time at the end of employment shall be paid to the employee as part of their final wages.

4.3 Double time shall be paid for all work performed on Sundays and actual holidays, except for actual holidays which are regular working days due to an observed holiday.

4.4 When an employee is called in to work outside of his/her regular scheduled working hours, he/she shall be paid a minimum of two (2) hours at time and one-half his/her regular hourly rate if the call-in is from Monday through Saturday and double his/her regular hourly rate as provided in 4.2 if the call-in is on a Sunday or actual holiday.

4.5 Part-time and/or Probationary employees will not be called to work overtime unless there are no full-time employees available. This provision shall not apply to Transfer Station employees.

4.6 All overtime work shall be distributed equally among the employees within classification who are qualified to do the work, and must be approved by the employee's supervisor or other superior. Classifications are as reflected in the pay scales appended hereto.

- if five or more trucks are on the road on overtime during winter storms, one mechanic will be called to work to handle emergencies.

4.7 If an employee is scheduled to work overtime and does not avail himself/herself of the opportunity to work, he/she will be charged with the scheduled overtime as if he/she had worked. If an employee is unexpectedly called to work overtime, and he/she is not available, or cannot be reached within a reasonable time, a record shall be kept of the call and the available overtime shall be computed in determining rotation for subsequent unscheduled overtime. This provision shall not apply to transfer station employees.

4.8 All bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available. It is specifically agreed that the selectmen and Director of Public Works may, at their discretion, assist in the performance of union work so long as all union members have first been offered the opportunity to work and/or are working. Nothing in this paragraph shall prohibit the Director of Public Works or any selectman from providing immediate and temporary corrective actions in the case of an emergency to address the immediate safety of the citizens of the Town. Bargaining unit members will be contacted to work as soon as feasible, consistent with public safety.

4.9 The Union will be given an electronic quarterly report of all overtime hours. Such report shall be provided within two (2) weeks of the end of the quarter.

4.10 Each employee will be allowed one fifteen minute coffee break in the morning to be taken between 9:00 – 9:30 a.m., if possible.



## ARTICLE 5.0 – HOLIDAYS

5.1 For the purposes of this section, and with the exception of the employee who as of July 1, 2017 currently occupies the position of Secretary to the Building Official, a Holiday is a day on which an employee is normally scheduled to work but does not come to work and still receives pay for that day as if the employee did work. Such days may be religious festivals, or days set aside for commemorating some event famous person's birthday or other reason. Transfer station employees are addressed in Section 5.6.

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

1/5/18	New Year's Day 1/1/18	Memorial Day 5/28/18	Veterans Day 11/12/18
	Martin Luther King Day	Independence Day 7/4/18	Thanksgiving Day 11/22
	President's Day 2/19/18	Labor Day 9/03/18	Day after Thanksgiving 11/23
	Good Friday 3/20/18	Columbus Day 10/8/18	Christmas Day 12/25

- Transfer Station employees shall be granted the following day off if a holiday falls on one of their regular days off.

5.3 If a holiday occurs while an employee is on vacation leave, the employee shall be charged a holiday and not be charged vacation leave for that day.

5.4 If an employee is out on sick leave when a holiday occurs, the absence will be charged as holiday pay if the employee produces a certificate from his/her physician to verify the illness. If the employee does not produce the certificate, the employee will not receive holiday pay and the absence will be charged as sick time.

5.5 In order to be eligible for holiday pay, an employee must work his/her regularly scheduled day before or his/her regularly scheduled day after the holiday. This does not apply for pre-approved personal time and vacation time.

5.6 In the event a holiday falls on a Saturday, the employee shall take the preceding day off with holiday pay (Friday); if a holiday falls on a Sunday the employee shall be granted the day after (Monday) as a day off with holiday pay, or in such fashion designated by state statute. For Transfer Station employees, where the actual holiday falls on a Saturday which would be a normal workday, the holiday shall be celebrated on Saturday which shall be a day off with holiday pay, and the employee shall work Friday as a regular workday.

## ARTICLE 6.0 – SENIORITY

6.1 The Town shall prepare a list of bargaining unit employees showing their seniority in length of service in the Town and deliver the same to the Union on December 1<sup>st</sup> of each year. New employees shall be added to the list upon completion of their probationary period. For purposes of layoffs only, bargaining unit seniority with the Town shall apply.

6.2 New employees shall serve a probationary period of one hundred twenty (120) calendar days and shall have no seniority rights during this period but shall be subject to all other clauses of the Agreement. The one hundred twenty (120) calendar day period may be extended by mutual agreement for an additional (30) calendar days. During the probationary period employees may be discharged and such discharge shall

not be subject to the grievance procedure. New employees who have completed the probationary period shall acquire length of service related benefits and seniority as of the date of their full time employment.

6.3 Layoffs will take effect as follows:

- a) Probationary employees.
- b) Part Time employees working less than 20 hours per week.
- c) Except as provided for in Section 6.3 (d) the employee with the least seniority first, etc, within two general classifications, Town Hall and Highway/Transfer Station.
- d) An employee scheduled for layoff may, if he/she so desires, replace an employee with less seniority in an equal or lower job classification, provided the bumping employee has greater seniority than the employee he/she bumps.

6.4 Laid-off full-time employees with the most seniority shall be rehired first and no new employee shall be hired in a classification in which a layoff took place until all employees with recall rights have been given an opportunity to return to work. Employees shall retain recall rights for a period of no longer than twenty-four (24) months from the effective date of lay off. If the employee rejects an appointment offer or fails to respond within seven (7) days of receipt of the offer, the employee shall forfeit seniority and no longer be eligible for recall.

#### ARTICLE 7.0 – PROMOTIONS

- 7.1
- a) If the Town elects to fill a vacancy or create a new position in the bargaining unit, the position shall be posted for a period of seven (7) working days on all Union bulletin boards and open to bid by bargaining unit employees, prior to open advertising for new employees. Employees may submit their bids in writing to their supervisor personally or through their steward. Except for crew foreman, all such vacancies and new positions which the Town has elected to fill shall be filled by employees who have the ability to perform the work, in order of their seniority. Copies of the job posting and a list of the persons bidding for the job shall be sent to the Union secretary upon request after such appointments are made.
  - b) Under ordinary circumstances the Town will attempt to fill a vacancy within forty-five (45) days of being notified of the vacancy. If circumstances do not permit filling the vacancy in that time the Town will meet with the Union to discuss efforts to fill the vacancy. The name of the person appointed to such position(s) shall be sent to the Union President after such appointments are made.
  - c) Any Employee promoted to or filling a vacancy/new position shall serve a ninety (90) calendar day probationary period. Upon successful completion of the probationary period, the employee shall be permanently retained in the position. If the employee fails during the probationary period, the employee shall be returned to his/her previous position without loss of seniority and without right of grievance.
  - d) The Town shall have the right to test employees for promotions or transfers. The Town shall set the reasonable minimum passing grade for any test prior to administering the test. Any test of qualifications will be determined by the Town and may be in two components: written and/or



practical. Any applicant must pass each part of each component of the Town's written and/or practical test in order to qualify for promotion or transfer. The employee shall be deemed able to perform the work if he/she receives a passing score on the test(s).

#### **ARTICLE 8.0 – WAGES & MISCELLANEOUS**

8.1 The Town will provide each employee with a copy of this Agreement within thirty (30) days after signing of this Agreement. Electronic copies are sufficient. New employees will be provided with a copy of this Agreement at the time of hire. The Town will provide electronic copies for the Union's office. Upon request, the Town will provide an employee with one (1) hard copy of this Agreement per contract term.

- The parties agree to recommend approval of this Agreement to their respective groups.

8.2 a) Wages shall be increased as follows:

- Retroactive to July 1, 2017: 1.75%
- July 1, 2018: 1.85%
- July 1, 2019: 2.0%

b) New employees hired shall receive \$2.00 per hour less than the regular rate of pay for the 90 days probationary period. \$1.00 per hour less than the regular rate of pay for the first six months and fifty cents less than regular rate of pay for the second six months. New employees shall receive the full rate of pay for their position on their first anniversary date.

c) Temporary/part-time seasonal town hall employees performing work within the scope of the bargaining unit shall receive lower wages than current employees.

8.3 The longevity plan for the duration of this Contract shall be as specified in Appendix A, and payable to the employee in a separate check on his or her anniversary date.

8.4 Employees promoted to a higher classification, or working in a classification higher than his/her own and performing all duties and responsibilities of the higher classification shall be paid at the step on the wage schedule for the higher classification he/she had attained on the wage schedule for his/her own classification.

8.5 Unused vacation days, sick days, and personal days shall appear on each employee's pay stub. Said accrual notice shall be for informational purposes only and the Town shall not be liable for any errors. Any errors shall be rectified upon proof of the actual accrual by a review of official approved time records.

8.6 The Town may change to a biweekly (every two weeks) payroll system at any time during this agreement. The Town agrees to provide written notice to all employees at least six months in advance of any change.

8.7 The ZEO is a Town Hall position, is subject to Article 4.0, Section 4.1 and entitled to the same benefits and terms and is required to abide by the same terms and conditions of employment as outlined in the collective bargaining agreement. The ZEO shall serve as the Junk Vehicle Enforcement Officer as well as perform all related duties to the ZEO and Junk Vehicle Enforcement Officer. The ZEO shall report to the Director of Planning & Development for day-to-day administrative and operations matters and shall

also take direction from the Planning & Zoning Commission. While serving as the Junk Vehicle Enforcement Officer, the ZEO will report directly to and take direction from the First Selectman. The actual daily and weekly work schedule of hours shall be set by the Director of Planning & Development based on the needs of the Department and the Town. The ZEO while serving as both ZEO and Junk Vehicle Enforcement Officer is not permitted to work in excess of the weekly hours unless he/she has requested and received prior approval from the Director of Planning and Development or the First Selectmen, depending on the duty performed.

8.8 Any employee, with prior authorization from a supervisor, who is required to use their personal vehicle to conduct Town business shall be reimbursed at the current IRS rate for mileage.

### ARTICLE 9.0 – INSURANCE

9.1 The Town shall provide the following insurance plan for employees and dependents with a co-pay feature of:

- Effective July 1, 2017 - 18%
- Effective July 1, 2018 - 18%
- Effective July 1, 2019 - 18.5%

Co-payment shall be based on actual plan rates.

The Town shall have the right to change insurance carriers and/or to self-insure in whole or in part, to provide insurance coverages set forth in this Article, provided coverages which result from changes in carriers and/or self-insurance are comparable to the plans described in this Article.

- 1) A \$25,000 Life Insurance Policy for employees through retirement, termination or resignation, with a 50% reduction at age 70 for an employee still employed with the Town at or beyond age 70. The Union shall be informed of any proposed change in carriers and approval of the Union shall be obtained prior to any change in carrier. A weekly Indemnity & AD&D (employee only) with a maximum cap of 100% of pay. Effective July 1, 2018 the Life Insurance Policy shall be \$49,000.
- 2) There shall be a short-term disability policy. The benefit shall begin on the first day of disability due to injury or the eighth continuous day of disability due to illness. There shall be a weekly payment of up to \$100 per week for a maximum of 26 weeks. The weekly benefit is above any wages/salary paid by the employer, however, the benefit paid, combined with wages/salary must be no more than 100% of regular weekly salary or wage.
- 3) Effective as of the signing of the Agreement: A Managed Benefits Plan, all as described in greater detail in the Appendix, with the following co-pays in each respective contract year:



	2017-2018	2018-2019	2019-2020
Office visit/outpatient rehabilitation	\$25	\$25	\$30
Specialist visit	\$35	\$35	\$40
Outpatient surgical and emergency room	\$175	\$175	\$175
Inpatient treatment	\$175	\$175	\$175
Emergency Room	\$175	\$175	\$175
Urgent care	\$125	\$125	\$125

Effective July 1, 2018, the prescription plan shall be as described in the Appendix.

A choice between the Managed Benefits Plan described above and a High Deductible Health Plan with Health Savings Account (HSA) feature, including the following components:

Cost Share Provisions	In-Network	Out of Network
Annual Deductible (Individual/Aggregate Family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible up to co-insurance maximum
Annual Out of Pocket Maximum including Co-insurance	100%	\$4,000 for individual coverage/ \$8,000 for two or more dependents
Lifetime Maximum	Unlimited	
Preventive Care	Deductible not applicable	Subject to Deductible and Co-insurance limits
Prescription Drugs	Treated as any other medical expense – once deductible has been met, then covered at 100% in-network	

For a more detailed plan description, please refer to the Appendix.

If at any time during the life of the Agreement the deductible levels described above do not comply with Section 223 of the Internal Revenue Code and its interpretative regulations, the Town shall have the right to adopt the next higher deductibles that comply with Section 223 of the Internal Revenue Code and its interpretative regulations.

The Town will contribute the following amounts, on a quarterly basis on the Town's payroll dates, towards the applicable HSA deductible:

2017-18 -	55%
2018-19 -	55%
2019-20 -	50%

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 active employees. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

- 4) A Dental Plan with at least a \$1500 cap with 100% payable for diagnostic and preventive services, 80% payable for basic services with a \$50 individual and \$150 family deductible and 50% payable for major services with a \$50 individual and \$150 family deductible all as described in greater detail in the Appendix.
- 5) Explanation of benefits pages shall be appended to this agreement for each policy above (1-4).

9.2 Any bargaining unit employee who shall suffer personal injury in the performance of his/her work and who shall be eligible for payments under the Worker's Compensation Act, shall be paid by the Town during the period of his/her incapacity and not to exceed a period of six (6) months in any calendar year, the monetary difference between said employee's weekly straight time wages and the benefits payable to him/her under the Worker's Compensation Act if and only if said injury or occurrence has been reported to the employee's immediate supervisor within 24 hours of such occurrence; unless prevented by incapacity of the employee.

9.3 Effective July 1, 1976 all employees shall be covered by the Municipal Employee's Retirement System B (MERS B). Employees must work at least 20 hours per week to be enrolled in MERS B. The Town and Union agree to reopen this Agreement concerning the issue of whether employees hired on or after July 1, 2011 shall remain in the MERS Plan or an alternative plan and that immediately upon ratification of the 2011-14 Agreement this matter shall be submitted to interest arbitration for resolution. (See Appendix)

9.4 Town of Thompson employees who retire during the term of this contract agreement shall be eligible to apply for medical coverage as the Town of Thompson offers to current employees, which may change from time to time, and provided the retired employee qualifies for such coverage, the expense of said coverage to be paid by the retired employee. For purposes of this provision, retirement shall mean an employee who leaves Town employment having worked for the Town for at least ten (10) continuous years and having attained age fifty-five (55).

9.5 Employees not eligible for the above noted coverages may continue coverage under COBRA or State of Connecticut PA 92-158.

#### **ARTICLE 10.0 – VACATIONS**

10.1 The employee's anniversary date of hire as a full-time employee will be used to determine the amount of vacation time due. Employees shall be entitled to vacations with pay at the employee's base pay on the following basis:

- a) Two (2) weeks vacation after one (1) year.



- b) Three (3) weeks vacation after five (5) years.
- c) Four (4) weeks vacation after twelve (12) years.
- d) Five (5) weeks vacation after twenty-two (22) years.

No employee is to receive less vacation than he/she is now entitled.

- 10.2 a) The vacation period shall be set by mutual agreement between the Department Head with the First Selectman's approval except that seniority shall govern preference.
- b) Advance leave pay shall be paid one week in advance of a leave at the request of the employee in minimum increments of one week. Leave pay may include vacation, personal, holiday and compensatory time. The requesting employee shall submit an additional time sheet noting advance pay with his or her regular time sheet in the week prior to the start of his or her leave.
- c) Vacation time shall not be carried forward except when approved in writing by the First Selectman and the employee has made such a written request prior to the employee's anniversary date of hire. An employee may also request of the First Selectman to have unused vacation paid out. The employee must make that request in writing prior to their anniversary date of hire and the First Selectman can decide if any of the vacation time can be paid out
- d) For employees regularly scheduled to work less than forty (40) hours a week, a day is considered to be the average hours per day regularly scheduled in the workweek.
- e) Vacation time must be taken in no less than one-half (1/2) hour increments.

10.3 Pro-rata accumulated vacation pay shall be paid to the employee upon termination of his/her service with the Town. Such pay will be forfeited if the employee fails to provide two weeks notice of resignation or retirement.

10.4 In the event of an employee's death his/her pro-rata accumulated vacation pay shall be paid to the estate of the deceased employee.

10.5 Personal Days: Each employee shall be entitled to three personal days per year. For new hires, the amount of personal leave shall be prorated based on the number of months remaining in the year at the time of their hire. For employees regularly scheduled to work less than forty (40) hours a week, a day is considered to be the average hours per day regularly scheduled in the workweek. Personal leave time must be taken in no less than one-half (1/2) hour increments and must be requested at least twenty-four (24) hours in advance. Unused personal leave days cannot be carried over into the next fiscal year.

10.6 Except as otherwise described in this Agreement, employees shall request all leave requiring pre-approval as follows: for compensatory time, absent emergency circumstances, at least one (1) full workday in advance of the requested leave, and for vacation at one (1) full workday in advance for each day requested (e.g., one day of vacation requires a request at least one full day in advance and one week of vacation requires a request of at least one full workweek advance notice) unless otherwise specified in this Agreement.

Requests for time off that provide less advance notice will be considered and may be approved if granting the leave creates no operational hardship. In emergency situations or where necessitated by extenuating circumstances, the First Selectman in his/her sole discretion can reduce the above described timeframes for approving such requests.

Any time taken under this Section shall be taken in no less than one-half (1/2) hour increments.

#### **ARTICLE 11.0 – LEAVE PROVISIONS**

11.1 Each employee shall be entitled to sick leave with full pay of one and one-quarter (1 ¼) working days a month with 150 days on the amount of unused sick leave that can be accumulated, except that sick leave accumulated for employees hired on or after July 1, 1983 shall be limited to 120 days. Employees begin earning sick leave after completing one full calendar month following their date of hire. Each employee in the bargaining unit shall be notified of his/her accumulated sick leave, by letter at the beginning of each fiscal year. Sick leave may be used in the following cases:

- a) Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b) Enforced quarantine of the employee in accordance with Community Health Regulations.
- c) Illness or physical incapacity in the employee's immediate family (employee's household), except pregnancy, when such attendance is required by a physician.
- d) To meet dental or medical appointments in excess of two (2) hours duration (such leave not exceeding two (2) hours duration may be taken without loss of pay) employees who work thirty (30) hours per week or more may use this benefit up to six (6) times a year. Employees who work less than thirty (30) hours per week may use this benefit up to three (3) times per year. Any employee shall request leave for such appointments 24 hours in advance (except emergencies). All reasonable requests shall be granted. New hires shall receive a prorated amount of this leave based on the number of months remaining in the year at the time of their hire. Unused time cannot be carried over into the next fiscal year.
- e) Each time three (3) or more consecutive working days are taken as sick days the employee shall be required to produce a certificate from his/her physician to verify illness on the days in question if sick leave abuse is suspected.
- f) Except as provided in paragraph (d) above, any time under Section 11.1 shall be taken in no less than one-half (1/2) hour increments.

11.2 An employee may request in writing an unpaid leave of absence for a maximum duration of thirty (30) working days. Such request may be granted in the First Selectman's sole discretion. Employees entering the military service of the United States shall be entitled to indefinite leave without pay.

11.3 Two employees who are Union officials/stewards shall be granted leave with pay to attend official Union steward/officer training. It is generally understood that a one (1) day training alternates with a two (2) day training every other year. The employee(s) must make a written request at least fourteen (14)



calendar days prior to the date of the training, and the Town will notify the employee(s) in writing whether the request is granted or denied not later than seven (7) calendar days prior to the scheduled training.

11.4 In the event of an employee's death, his/her spouse, and/or minor children shall receive on the basis of the employee's wages, full compensation for any of the employee's unused accumulated sick leave.

11.5 Five (5) days leave with pay shall be granted to an employee for death in the immediate family of the employee. "Immediate family" for purposes of this clause is defined as legal parents, spouse, or children. Three (3) days leave shall be granted to an employee for the death of the employee's grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepchild or grandchild, or any relative who is domiciled in the employee's household. One (1) days leave shall be granted only for the day of the funeral for the death of an aunt, uncle, sister-in-law or brother-in-law.

11.6 Employees shall be entitled to full pay at their base rate for absence because of jury duty, provided that reimbursement for same and regular pay together does not exceed employee's regular wage. Employees shall return to work if the jury is dismissed prior to 1:00 p.m.

11.7 Upon termination of his/her services with the Town, except for discharge for just cause, an employee shall receive, on the basis of his/her current wages, full compensation for any unused accumulated sick leave. This section shall not apply to employees hired on or after July 1, 1983.

11.8 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/her regular hourly rate of pay and military base pay.

11.9 a) No employee shall lose any seniority standing because of any military service, including service in the National Guard or Organized Reservists.

b) On return from military service an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly increments awarded during his/her absence on military service, provided he/she reports for duty within ninety (90) days of his/her discharge from military service.

c) The employee's accumulation of sick leave, upon leaving, shall be retained to his/her credit when he/she returns.

11.10 Employees in the bargaining unit shall be entitled to leave with full pay, to attend the funeral of deceased employee of the bargaining unit. Hours for leave will be set on a case by case basis by the first selectman.

11.11 Any employee hired on or after July 1, 1983 shall receive, upon termination of his/her services with the Town, except for discharge for just cause, 50% of full compensation for any of his/her unused accumulated sick leave. Any employee hired on or after July 1, 2011, shall receive, upon termination of his/her services with the Town, except for discharge for just cause, 25% of full compensation for any of his/her unused accumulated sick leave.

11.12 Sick Leave Bank – In the event that a bargaining unit member suffers from a catastrophic, terminal or extended/long-term illness or injury, heart surgery, organ transplant or complications from these or other



similar types of conditions, and has exhausted all of his or her sick time or other leave permitted by law, the individual may request of the First Selectman that a sick leave bank be established for the employee, where such request is supported by appropriate medical certification (utilization of the FMLA form to approve an individual's need for FMLA for the employee's own serious medical condition).

If the sick leave bank is established, bargaining unit employees may donate any number of hours of sick leave to the employee in need by indicating the number of hours they wish to donate in writing and submitting the donation to the First Selectman, with the minimum amount being the hourly equivalent of one-half of one day of the donating employee's work day.

Employees donating sick leave shall be exempt from Article XI, Leave Provisions, Section E in relation only to the number of hours donated.

11.13 Any Employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. § 1601, *et seq.*, shall be granted up to twelve (12) weeks of unpaid FMLA leave and up to twenty-six (26) weeks of unpaid FMLA military care-giver leave during a twelve (12) month period in accordance with the applicable provisions of the FMLA. Any accumulated paid leave time must be substituted for unpaid FMLA leave and exhausted first, and said paid leave (sick, vacation, personal) shall be included in, run concurrently with and shall not be in addition to, the twelve (12) or twenty-six (26) weeks of allowable FMLA. The 12-month period shall be measured from the 12-months commencing on the date the employee first takes FMLA. A medical certificate as provided in the FMLA shall be required for FMLA leave situations. Employees on FMLA leave without pay shall continue to accumulate paid sick leave as described in the provisions of this Agreement, and the continuity of employment shall be preserved for purposes of seniority. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work including their premium cost share.

#### **ARTICLE 12.0 – GRIEVANCE PROCEDURE**

12.1 For the purpose of this Agreement, the term "grievance" means a complaint that there has been a misapplication, misinterpretation or violation of a specific provision of the Agreement.

Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of the Employer-Employee relationship will be processed in the following manner at the request of either party:

Step 1: Any employee who believes he/she has suffered a grievance may, with his/her departmental steward and either the local president or vice-president, discuss the matter with his/her supervisor in an attempt to arrive at a satisfactory settlement. The supervisor shall make his/her decision known within three (3) working days thereafter. Any such grievance must be initiated within twenty (20) calendar days of the date the event complained of is discovered by the employee.

Step 2: If no satisfactory settlement is reached at Step 1, the grievance shall be reduced to writing, in duplicate, and signed by the employee, his/her departmental steward, and his/her supervisor must state his/her position in writing, and both copies shall be presented to the First Selectman within fifteen (15) calendar days of the Step 1 decision, who shall arrange a meeting with all those concerned, within one week or soon thereafter as the availability of the necessary parties permits. If no agreement is reached by the parties, the First Selectman, or his/her agent, shall state the position



of the Town on the Grievance Form, or on a separate document to be attached to the Grievance Form, shall sign and date the same and provide sufficient copies for all parties.

Step 3: Any grievance not resolved, as above, may be submitted by either party to arbitration by the State Board of Mediation and Arbitration within one month from the determination that the grievance cannot be resolved by Step 2. Any matter not timely submitted shall be deemed waived. The decision of the Arbitrator shall be final and binding on both parties.

12.2 Officers or stewards of the Union as shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations shall be granted a reasonable amount of time without loss of pay to conduct such business. Employees shall provide written notification to their supervisors at least two (2) business days prior to attending to advanced scheduled Union business. The advanced notice requirement is not needed where the Town requires Union officer(s) or stewards to attend a meeting with less than two (2) business days advanced notice.

### ARTICLE 13.0 – SAFETY & HEALTH

13.1 The First Selectman and/or his/her representative and the Officers of the Union shall comprise a safety committee to review the needs of the department regularly.

13.2 Employees shall be allowed a one-half hour eating break every five (5) hours during continuous work with no loss of pay, and the Town shall pay in an amount not to exceed \$9.00 for breakfast; \$9.00 for lunch; \$13.00 for dinner. This provision shall take effect at the end of the first eight-hour work day. In the event the employees are called to work before the start of the first eight-hour work day, this provision will take effect as of the time the employees are called to work. In the event an employee is called to work after 2:00 a.m. but before the start of the first eight-hour work day, a breakfast will be provided at approximately 7:00 a.m.

13.3 a) The Town shall provide foul weather gear, i.e., raincoats, rain hats, boots, gloves, etc. and/or their care as necessary, with the exception of the Zoning Enforcement Officer, secretaries and clerks.

b) The Town shall provide uniforms ten (10) per each two week period at no cost to the employees with the exception of the Zoning Enforcement Officer secretaries and clerks.

c) Highway employees shall wear safety shoes and shall be reimbursed annually by the Town in an amount not to exceed \$160.00 through June 30, 2015 and not to exceed \$165 beginning July 1, 2015 upon presentation by the employee to the First Selectman of a voucher or vouchers for the purchase of such safety shoes.

d) Any employee who leaves Town employ shall return all uniforms before final wages are paid by the Town. The replacement cost as determined by the supplier of any missing items shall be deducted from the employee's final pay.

e) All Union employees shall abide by any applicable laws and regulations relating to health and safety.

f) The Town shall pay for job related physical examinations and such examinations shall be performed at a facility of the Town's choosing at no cost to the employee, during work hours, and shall not be charged as a medical appointment under Article 11.0, Section 11.1 d).

13.4 The Town shall provide, free of charge to the employee, medical injections for the prevention of the common and contagious diseases such as flu, tetanus, etc. Treatment will also be provided if it is to treat a disease contracted at work.

13.5 If the Governor declares a "Star Day" for essential State employees, the Town will follow the State, and Highway Employees required to work on that day shall receive an additional personal day off with pay.

#### **ARTICLE 14.0 – LABOR MANAGEMENT COMMITTEE**

14.1 There shall be a Labor-Management Committee which shall meet periodically during the life of this Agreement to discuss matters of mutual concern.

14.2 Leave for Volunteer Duty: Any Town employee who is an active volunteer fire fighter, may with the authorization of his/her appointing authority be permitted to respond to fire calls or ambulance calls during his/her regular hours of employment without loss of pay, vacation time, sick leave, personal leave or overtime.

#### **ARTICLE 15.0 – DISCIPLINARY PROCEDURE**

15.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.

15.2 All suspensions and discharges must be stated in writing with reason stated and a copy given to the employee and the Union at the time of suspension or discharge.

15.3 Disciplinary actions shall normally follow this order:

- a) a verbal warning;
- b) a written warning;
- c) suspension without pay;
- d) discharge.

15.4 No employee shall be discharged without just cause.

15.5 The service record of an employee disciplined under the provisions of this article shall be clear after a period of one (1) year if disciplined under 15.3 (a); two (2) years if disciplined under 15.3 (b); and five (5) years if disciplined under 15.3 (c). Notwithstanding the foregoing language, all records shall be retained in accordance with documentary retention schedules promulgated by the state public records administrator.



## ARTICLE 16.0 - SAVING CLAUSE

16.1 If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and part from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause or phrase.


## ARTICLE 17.0


17.0 This Agreement shall become effective upon ratification by both parties and shall remain in effect until June 30, 2020 and from year to year thereafter unless either party notifies the other in accordance with MERA that it wishes to commence negotiations on a successor agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1 day of MAY, 2018.


FOR THE TOWN OF THOMPSON


FOR UPSEU, LOCAL 424-UNIT 79, DPW AND  
MUNICIPAL EMPLOYEES

  
\_\_\_\_\_  
First Selectman

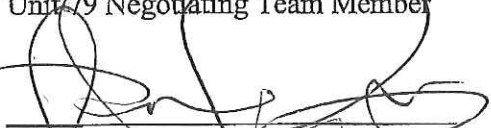
  
\_\_\_\_\_  
Kevin E. Boyle, Jr. UPSEU President

  
\_\_\_\_\_  
Selectman

  
\_\_\_\_\_  
Unit 79 President

  
\_\_\_\_\_  
Selectman

  
\_\_\_\_\_  
Unit 79 Negotiating Team Member

  
\_\_\_\_\_  
Unit 79 Negotiating Team Member

  
\_\_\_\_\_  
Unit 79 Negotiating Team Member

**APPENDIX A**  
**Longevity Pay Schedule**

5 – 10 years	\$375.00
11 – 15 years	\$425.00
16 – 20 years	\$475.00
21+ years	\$525.00



# Wage Table

1.75%

1.85%

2.00%

<u>Classification</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>
Highway Maintainer	\$ 22.61	\$ 23.01	\$ 23.43	\$ 23.90
Mechanic	\$ 25.03	\$ 25.47	\$ 25.94	\$ 26.46
Crew Leader	\$ 25.03	\$ 25.47	\$ 25.94	\$ 26.46
Assessor's Sec/Clerk	\$ 24.11	\$ 24.53	\$ 24.99	\$ 25.49
Financial Clerk	\$ 23.80	\$ 24.22	\$ 24.66	\$ 25.16
Financial Tax Clerk	\$ 24.11	\$ 24.53	\$ 24.99	\$ 25.49
Assistant Town Clerk F/T	\$ 23.80	\$ 24.22	\$ 24.66	\$ 25.16
Secretary/Clerk	\$ 21.85	\$ 22.23	\$ 22.64	\$ 23.10
Clerk	\$ 19.82	\$ 20.17	\$ 20.54	\$ 20.95
Building Official Sec/Clerk	\$ 22.17	\$ 22.56	\$ 22.98	\$ 23.43
Zoning Enforcement Officer	\$ 23.34	\$ 23.75	\$ 24.19	\$ 24.67

\*\* Crew Leader shall not be a permanent position. The Director of Public Works or First Selectman, in their discretion, may appoint a crew leader who shall receive the same rate of pay as the mechanic only while he or she is acting as crew leader, to include those times when the Director of Public Works is either not working or working but unavailable.