

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF COLCHESTER
AND
MUNICIPAL EMPLOYEES UNION "INDEPENDENT" (MEUI)
LOCAL 506, SEIU, AFL-CIO, CLC

REPRESENTING
TRANSFER STATION, PARKS & RECREATION,
HIGHWAY CREW, FLEET MAINTENANCE AND
WATER DEPARTMENT EMPLOYEES

July 1, 2021 – June 30, 2024

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PREAMBLE

This Agreement is made and entered into effective upon ratification by and between the Town of Colchester (hereinafter referred to as the "Town") and the Municipal Employees Union "Independent," Local 506, SEIU, AFL-CIO, CLC (hereinafter referred to as the "Union").

ARTICLE 1

Recognition

Section One. The Town of Colchester herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative of the Highway, Parks and Recreation and Water Department employees, whose job titles and/or job classifications were placed within the Road Crew Unit by the Connecticut State Board of Labor under #ME-9239, ME-I 6398, ME-I 9958 or by agreement of the parties. This agreement will cover the Transfer Station, Building and Grounds, Highway, Fleet Maintenance, and the Sewer and Water District Divisions (hereinafter collectively referred to as the "Public Works Department") as set forth in the Town Charter as of January 24, 2017.

Section Two. Annually, on January 1st, the Town shall provide a copy of the job descriptions of any new job classifications created within the prior twelve (12) months.

Section Three. Whenever the word "Town" is used in the agreement, it shall mean the Town of Colchester. Likewise, when the word "Union" is used it shall mean the Municipal Employees Union Independent. When the word "employee" is used it shall mean an employee in the bargaining unit.

ARTICLE 2

Non-Discrimination and Affirmative Action

Section One. The parties agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical or mental disability which is unrelated to the ability of the employee to perform a particular job, sexual orientation, military service/veteran's status or lawful political activity.

Section Two. The Town shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.

Section Three. No employee shall be coerced or intimidated or suffer any reprisal, either directly or indirectly, as a result of the exercise of his/her rights under this agreement.

ARTICLE 3

Union Rights

Section One. The Town shall deal exclusively with the Union-designated stewards or staff representatives in the processing of grievances or any other aspect of contract administration.

Section Two. During the terms of this contract or extension thereof, employees in the Collective Bargaining Unit may, from the effective date of the contract become or remain members of the Union in good standing.

Section Three. The Town agrees to deduct from the pay of the bargaining unit members such membership dues or initiation fees as may be fixed by the Union.

Section Four. The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s).

Section Five. The deduction of Union fees and dues for any month shall be made on a bi-weekly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section Six. No dues will be deducted from an employee who is on leave of absence and who has exhausted accumulated sick leave, or while collecting Workers' Compensation.

Section Seven. The Town agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works for the exclusive use of the Union. The bulletin board space shall be for Union information only.

Section Eight. Access to premises during work hours. Union Staff Representatives and a steward shall be permitted to visit any employee of the bargaining unit at their work site, after first receiving permission from the employee's immediate supervisor, for the purpose of discussing, processing or investigating filed grievances, or fulfilling the Union's role as a collective bargaining agent. Where the steward visits an employee of the bargaining unit, the steward shall receive permission from the employee's supervisor.

Any steward who is released from his/her work assignment to fulfill his/her duties as a representative of the Union shall lose no pay or benefits.

Section Nine. The Town shall provide each member of the bargaining unit a copy of this contract within 10 days of its signing. Likewise, the Town agrees to provide a copy of the contract and the name of the Union Steward or Staff Representative to all new bargaining unit members within one week of their date of initial hire.

Section Ten. If not enough dues are available in one paycheck, the dues will be deducted from the next check.

ARTICLE 4

Prior Rights and Benefits

Section One. This Collective Bargaining Agreement contains the complete agreement of the parties with regard to all issues related to employees' wages, hours and other terms and conditions of employment.

ARTICLE 5

Prohibition of Strikes

Section One. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations.

Section Two. The Town reserves the right to discharge or otherwise discipline an employee taking part in any violation of this provision of the Agreement.

ARTICLE 6

Bargaining Unit Work

Section One. With the exception of Water Department employees, subcontractors will not be used to reduce overtime or eliminate the standard work force or the hours that bargaining unit members work.

Section Two. This Article is not meant to disallow the Town from entering into agreements with tree services, brush cutting services, backhoe services, snow removal services, tire replacement services, periodic waxing of floors, washing of windows and larger painting projects at Town Hall or other Town facilities or other services which they have subcontracted for before including, but not limited to, mowing or landscaping services. Except for the above listed services, Bargaining Unit work shall be done by qualified Bargaining Unit employees prior to being offered to subcontractors or other individuals provided that adequate manpower and proper equipment are available. It is not the Town's intent to dispose of specific equipment solely for purposes of this provision.

Section Three. Temporary or Community Service people will only work during normal work hours. They will not be offered work outside of the above hours unless all qualified

bargaining unit employees are either working or have been asked to work. This applies to work under Article 33 as well.

Section Four. Except in the case of emergencies, all normal repairs and servicing on Town vehicles shall be performed by Town mechanics. Before mechanical work is sent out for outside vendor servicing the Supervisor will meet with the mechanic to discuss the need for subcontracting. Bargaining Unit work for mechanics includes all Town-owned vehicles and may include Board of Education vehicles. All warranty work on Town or Board of Education vehicles is herein excluded.

ARTICLE 7

Seniority

Section One. Seniority shall be defined as status for specific purposes based on an employee's full-time service with the Town, including all authorized paid or unpaid leave providing the employee returns to work immediately at the conclusion of such leave.

The Town shall prepare a list of all employees covered by this Agreement showing their seniority by length of service and deliver the same to the Union office by July 1st of each year.

No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of six months. Upon completion of this period, the name of the new employee shall be added to the seniority list with his/her seniority commencing from the date of employment.

Section Two. Until expiration of the first six months of employment (any lost time will extend the probationary period), an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Probationary employees shall be evaluated after three months. An employee's probationary period may be extended for a period of time not to exceed an additional ninety (90) working days in the sole discretion of the Town.

The promotional working test period will be forty-five (45) working days (any lost time will extend the probationary period).

ARTICLE 8

Vacancies

Section One. Job vacancy is defined as an opening, after the exercising of recall rights, if any, created by death, retirement, resignation, dismissal or transfer, or the creation of a new

position in the bargaining unit. All jobs within the bargaining unit including upgradings shall be posted.

Section two. Prior to filling any vacant bargaining unit position, the employer shall first send notice of any such vacancy to the Union and the Union-designated stewards and shall concurrently post a notice of the vacancy on the bulletin boards it ordinarily uses to notify bargaining unit employees. Such notice shall be posted for not less than five (5) calendar days, and the position shall not be filled prior to the expiration of the posting period but nothing will preclude the Town from concurrently posting or advertising outside of the bargaining unit. In no situation will outside applicants be interviewed prior to interviewing bargaining unit applicants. The Town shall have the right to select the best qualified candidate, as the Town deems appropriate based on the relative skill, experience and/or ability of the applicants, irrespective of their status as an internal or external candidate.

Section three. If an employee is selected for the vacant position, he/she will begin in the new position within the next three (3) week period.

Section Four: An employee who is promoted shall be placed at the lowest step in the higher class or grade which produces an increase of at least one pay increment, i.e. at least an increment of one step.

Section Five. In the event the best qualified candidate is an outside candidate with prior experience and ability, the Supervisor may hire from the outside at a salary step commensurate with his/her experience and ability, but such salary shall not be higher than step two on the salary schedule.

ARTICLE 9

Hours of Work

Section One. The standard workweek for full-time employees in the Public Works Department will be from 7:00 a.m. to 3:30 p.m. Monday through Friday with one-half (1/2) hour unpaid lunch break; except that Transfer Station division regular employees will work a standard work week Tuesday through Saturday, from 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid lunch break on the days when the Transfer Station is closed to the public, and from 7:30 a.m. to 3:30 p.m. with a one-half (1/2) hour paid lunch break on the days which the Transfer Station is open to the public. The unpaid lunch break shall be scheduled close to the middle of the shift consistent with the operating needs of the Town.

The parties agree that the Town will attempt to accommodate reasonable requests by the Union Steward to modify the work week for all employees of the Public Works Department due to hot weather between Memorial Day and Labor Day. Such requests will not be unreasonably denied after consideration of the impact to the public and or associated costs. The Steward shall poll all members of the bargaining unit to determine the interest of the membership prior to bringing forward a request. Not with-standing the above, Transfer Station employees will be

required to work the hours that the Transfer Station is open to the public as scheduled by the Town.

Section Two. All employees will receive two weeks written notice of any change in the established work week, excepting emergencies.

Section Three. (a) The Town agrees to notify the Union and negotiate over the impact of any schedule change. The Union agrees to conclude negotiations within two weeks. If this is not possible the Town may implement the schedule change.

(b) The Town agrees that all work schedule changes will be sent to the Union for its review prior to their implementation.

(c) When it becomes necessary to change an employee's shift or work assignment the Town shall select the least senior qualified employee.

(d) Change in workweek shall be made on the basis of reasonableness. No changes will be made for the purpose of avoiding overtime. The Town shall receive and discuss suggestions to modify the work week once established.

Section Four. Meal Period. The noon meal shall be one half hour. Employees required to work through lunch with advance approval by the employee's supervisor shall be paid for that time and shall be allowed to eat on the run during that afternoon with no loss of pay.

Section Five. Rest Periods. All employees will be allowed ten (10) minute rest periods scheduled near the middle of each half shift.

Section Six. Employees will be given a 10-minute personal cleanup period at the end of his/her shift.

ARTICLE 10

Layoff & Recall

Section One. In the event of a reduction in the work force and subsequent recall to work, the provisions of this article shall be controlling.

Section Two. Prior to reducing the work force the Town shall layoff all temporary, federally funded employees and employees who have not completed their initial working test period first.

Section Three. When the Town determines that a reduction in the work force is necessary, the Town shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff or (2) to mitigate the impact on the employee(s).

Section Four. When it becomes necessary for the Town to reduce the work force the Town shall give not less than thirty calendar (30) days written notice to the affected employees.

Section Five. The Town will lay off on the basis of seniority, with the least senior employee within a job classification being laid off first. A laid off employee within a job classification may bump the least senior employee in another job classification provided that the more senior laid off employee is qualified or can be qualified with a minimum amount of training. The senior qualified employee who bumps another employee shall be paid at the highest rate of the lower pay schedule but in no case shall such rate of pay exceed the employee's current rate. For the purposes of such layoff, job classification shall include Highway, Fleet Maintenance, Transfer Station, Water and Parks and Recreation. The parties agree that the Town will not subcontract work during such periods of layoff in the affected departments unless otherwise permitted under Article 6 of the contract.

Likewise, if there is a recall to work the Town shall recall laid off employees on the basis of seniority with the most senior employee within a job classification being recalled first.

Section Six. Recall rights shall expire two years after an employee is laid off. Additionally, if an employee declines a recall opportunity, or fails to respond to a recall opportunity within five (5) days of mailing (certified or registered mail, return receipt requested) of the notice of the recall opportunity by the Town, the employee shall forfeit all recall rights. Notice of recall shall be sent to the employee's last known address. It shall be the responsibility of the employee to keep the Town updated on home address information.

ARTICLE 11

Job Descriptions

The Town shall have the right to create and revise job descriptions, subject to the Union's right to negotiate the impact, if any, of any change in a job description. Prior to creating or revising a job description, the Town will provide an opportunity for the Union to have input into the process. The Union has the right to request that the Town review and/or revise a job description.

ARTICLE 12

Job Reclassification

Section One. Any bargaining unit employee whose job duties have changed shall request a meeting with his immediate supervisor to discuss the changes and to present data, views, and arguments justifying a reclassification. His immediate supervisor shall schedule the meeting within 30 days.

Section Two. If, at the conclusion of the meeting with the immediate supervisor, the employee still believes that a reclassification is justified, the immediate supervisor shall request a meeting with the First Selectman and Director to discuss the changes and to present the data, views and arguments. This meeting will be scheduled within thirty (30) days and an answer will be given within 15 days of this meeting by the First Selectman.

Section Three. The First Selectman will judge the request on whether there was a change in job duties substantial enough to affect the compensation grade, if so, the affected employee will be placed in the new job classification.

Section Four. In the event that a bargaining unit employee believes his/her job duties have been substantially changed, the Union shall have the right to invoke impact bargaining in accordance with the requirements of the law.

Section Five. Employees qualified for upgraded positions will be selected prior to new employees being hired.

ARTICLE 13

Service Rating

Section One. Each employee will be evaluated in the first week in April of each year by his/her supervisor. An overall unsatisfactory service rating will deny an employee his/her next annual increment. Only overall unsatisfactory service ratings shall be grievable. Each employee shall receive his/her service rating prior to the last workday in May. An overall unsatisfactory service rating issued after the last workday in May shall not be allowed to deny an employee his/her next annual increment.

Section Two. The employee shall be given a copy of any service rating report which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employee. The current evaluation document is contained in Appendix B.

Section Three. Prior to revising the service rating form, the Town will provide an opportunity for the Union to have input into the process.

ARTICLE 14

Personnel Records

Section One. An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section Two. No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material). If the employee refuses to sign, a Union steward or Staff Representative shall sign the material (indicating receipt) and be provided a copy. A copy shall be given at the time of signing. At any time, an employee may file a written rebuttal to such materials. An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file. However, such grievances will be arbitrable only if the employee suffers loss or prejudice, or if the material is disciplinary.

ARTICLE 15

Sick Leave

Section One. All bargaining unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after completion of the probationary period. Sick leave accrues at the rate of one(!) working day per completed calendar month of continuous full-time service, including authorized leave with pay, not to exceed twelve days sick leave per year, provided that:

1. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee at the end of the calendar month.
2. An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records.
3. No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days.
4. Sick leave shall accrue for the first twelve (12) months in which an employee is receiving workers' compensation benefits.

Section Two. Sick leave pay shall be granted to eligible employees and shall be at the employees base rate of pay:

1. When incapacitated from performing work due to non-job-related illness or injury;
2. For medical, dental or eye examination or treatment for which arrangements cannot be made outside of the working hours, provided the employee attains a certificate from his/her doctor which is to be filed with the supervisor.
3. In the event of serious illness or injury to a member of the immediate family creating an emergency, provided that not more than five (5) days of paid sick leave per calendar year shall be granted with the approval of the supervisor.

4. Payment for any lost time from work due to an on-the-job injury for which the employee is not eligible for compensation under the Workers' Compensation Act.
5. An employee may use accumulated sick leave to make up the difference between workers' compensation payments and the employee's regular pay.
6. Illness or injury causing the use of sick leave for a consecutive period of three days or more will require a doctor's certificate to be provided.

Section Three. If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the supervisor. If employee attends a funeral during his/her vacation, such attendance will be charged to sick leave.

A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section Four. An employee who has been laid off from Town service in good standing and who is reemployed within one (1) year from the effective date of his/her layoff shall retain sick leave accrued to his/her credit as of the effective date of his/her layoff.

Section Five. Each employee who retires or resigns with ten or more years of service with the Town will be paid for his sick leave at the base rate of pay. Upon death of an employee who has completed ten or more years' service with the Town, the employee's designated beneficiary shall be paid for his sick leave at this base rate of pay. Employees hired after July 1, 2013 shall be capped at payment for sick days at 45 days.

Section Six. Employees will have the right to accumulate up to 90 days of sick leave.

Section Seven. An employee called to serve as a juror will receive his/her pay less pay received as a juror for each workday while on Jury Duty. An employee on jury duty shall report to work unless directed to report to Court to serve on jury duty. If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours for Town related actions, time off with pay and without loss of earned leave time shall be granted for town-related actions. In all other cases, employees may use vacation or personal time.

ARTICLE 16

Vacations

Section One. All employees shall receive their vacation time on January 1st of each year based on prior year's accrual. Employees will accrue vacation days based on completed years of service as follows:

Years of Completed, Continuous, <u>Full Time Employment</u>	<u>Annual Vacation</u> 0 days
0<6 months	3 days
6months	10 days
1 year	11 days
2 years	12 days
3 years	13 days
4 years	15 days
5 years	16 days
6 years	17 days
7 years	18 days
8 years	19 days
9 years	20 days
10 years or more	

In special circumstances, and no more than once per year, an employee may request up to 5 unpaid vacation days, which the First Selectman may grant in whole or in part, in his sole discretion. Such decision of the First Selectman shall not be subject to the grievance or arbitration provisions of this Agreement.

Section Two. Employees hired before February 6, 2014 will be allowed to carry over accrued but unused vacation days to a maximum accumulation of 30 days. Employees hired after February 6, 2014 shall be allowed to carry over accrued but unused days to a maximum accumulation of ten days.

Section Three. (a) Normally, individual vacation days will be requested a minimum of three or more days in advance, but an employee may request such time with at least 24 hours' notice. In case of emergency or unusual circumstances less than 24 hours' notice may be given for vacation request.

(b) Any employee may take vacation days in conjunction with personal leave days or holidays or sick leave for medical and dental appointments.

Section Four. (a) Assignment of vacation time off shall be made at the times desired, provided it is applied for prior to April 1, of each year. In the event that more employees request the same vacation time than can be reasonably spared, vacation time off shall be granted upon seniority.

(b) Vacation requests shall be promptly approved or denied.

(c) Once approved vacation time must be granted.

Section Five. Upon termination in good standing (i.e. not termination for just cause) or retirement each employee will be paid for accrued vacation at his/her current base rate of pay.

Section Six. Employees shall take time off for all earned vacation.

Section Seven. Once an employee has given notice of resignation, no type of paid time off may be utilized as part of the notice period. The noticed period must be physically worked or the terms of the resignation will be listed as leaving not in good standing with the appropriate actions.

ARTICLE 17

Personal Leave & Military Leave

Section One. In addition to annual vacation, each employee shall receive four (4) personal leave of absence days on January 1, of each calendar year with pay providing twenty-four (24) hours' notice is given to the employee's immediate supervisor concerning non-emergency requests. Use of personal leave of absence days for emergency purposes will be permitted with less than twenty-four (24) hour notice. Personal leave shall not be deducted from vacation or sick time credits. Personal leave days not taken in a calendar year shall not be accumulated. Personal leave time may be used in two (2) hour increments.

Section Two. Military leave will be provided in accordance with applicable State and Federal law as may be amended from time to time. Upon request, copies of such applicable laws will be provided to employees.

Section Three. In the event of a death in the immediate family of a full-time employee, leave consisting of three (3) consecutive working days shall be granted. The employee shall be paid his/her regular rate for any of the three (3) consecutive working days which fall within his/her regularly scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employees' spouse or partner in a civil union, child, parent, grandparent, sibling, mother or father-in-law, grandchild, or any other relative who is living in the employee's household.

Section Four. In the event of death of a brother or sister-in-law, aunt, uncle, niece or nephew of the employee or of his/her spouse or partner in a civil union, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a regularly scheduled work day.

Section Five. The First Selectman may, in his/her discretion, grant additional time off for funeral leave for those relatives set forth in Section 3 or 4 or other persons other than members of the immediate family which will be deducted from an employee's vacation time, or personal days.

ARTICLE 18

Holidays

Section One. Holidays will be observed as follows:

<u>New Year's Day</u>	Sunday	Friday one-half day to Tuesday 7 a.m.
	Monday	Friday one-half day

	Tuesday	to Tuesday 7 a.m. Monday one-half day to Wed. 7a.m.
	Wed.	Tuesday one-half day to Thurs. 7 a.m.
	Thursday	Wednesday one-half day to Fri. 7 a.m.
	Friday	Thursday one-half day to Mon. 7 a.m.
	Saturday	Thursday one-half day to Mon. 7a.m.
	<u>Martin Luther King Day</u>	One day only Saturday - Closed Friday Sunday - Closed Monday
	<u>President's Day</u>	One day only Third Monday in February
	<u>Good Friday</u>	One day only
	<u>Memorial Day</u>	One day only Last Monday in May
	<u>Juneteenth</u>	One day only Saturday - Closed Friday Sunday - Closed Monday
	<u>Independence Day</u>	One day only Saturday - Closed Friday Sunday - Closed Monday
	<u>Labor Day</u>	One day only First Monday in September
	<u>Columbus Day</u>	One day only Second Monday in October
	<u>Thanksgiving Day & Day After</u>	Thursday and Friday
	<u>Veteran's Day</u>	One day only Saturday - Closed Friday Sunday - Closed Monday
	<u>Christmas Day</u>	Sunday Friday one-half day to Tuesday 7 a.m. Monday Friday one-half day to Tuesday 7 a.m. Tuesday Monday one-half day

	to Wed. 7 a.m.
Wed.	Tuesday one-half day to Thurs. 7 a.m.
Thursday	Wednesday one-half day to Fri. 7 a.m.
Friday	Thursday one-half day to Mon. 7 a.m.
Saturday	Thursday one-half day to Mon. 7 a.m.

Section Two. Transfer Station - Because of the conflict of workdays with holidays, a schedule will be set up each year, prior to January 1st, to outline the holiday schedule for this department. With approval of Management, transfer station employees may schedule in advance one(!) long holiday weekend surrounding an observed Monday holiday with the understanding that not more than one (1) employee may be scheduled for the same weekend.

Section Three. Lincoln's Birthday will be treated as a floating holiday at the employee's option with prior approval by the Department Head, which approval shall not be unreasonably denied.

ARTICLE 19

Grievance Procedure

Section One. Definition: Grievance. A grievance is defined as and limited to a written complaint involving an alleged violation of or a dispute involving the application or interpretation of a specific provision of the Agreement or of a provision incorporated by reference.

Section Two. Format. Grievances shall be filed on mutually agreed forms which specify (a) facts, (b) the issue, (c) date of alleged violation, (d) contract section violated, (e) the remedy or relief sought.

A grievance may be amended up to and including Step 2 of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Whenever "days" are used in this article, it shall mean "working days."

Section Three. Time Limits. If a grievance in writing is not filed within fifteen (15) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

The time limits specified within this article except for the initial filing may be extended by mutual agreement of the Union and the Town or its designee in writing, provided that, if a grievance is not submitted to a higher step in the below procedure, it shall be deemed settled on

the basis of the answer in the last step considered. Failure by an administrator or the Town to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section Four. Step 1 - Immediate Supervisor. If an employee feels that he/she may have a grievance, the employee's Union steward or representative will first discuss the matter with his/her supervisor, in an effort to resolve the problem informally. If unable to do so, it may be submitted in writing to the Supervisor within fifteen (15) days after the above meeting with a copy to the supervisor's Director. The supervisor shall reply within fifteen (15) working days to the Steward with a copy to the Union.

Step 2 - First Selectman. If no satisfactory resolution arises, the grievance may be submitted within five (5) days to the First Selectman. The First Selectman shall meet with the grievant to discuss and answer the grievance within ten (10) working days.

Step 3 - Mediation. If the grievance is not resolved, the parties may, by mutual agreement, submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of Step 2 answer. A copy shall be sent to all parties.

In case of dismissal, suspension, demotion and class action or union grievance, the grievance shall be submitted directly to Step 2.

Step 4 - Arbitration. If a grievance is still not settled, it may be submitted, at the request of the Union, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted in writing and must be filed with the American Arbitration Association no later than ten (10) days after the First Selectman's answer under Step 2, provided that in the event that the parties have agreed upon mediation, the grievance must be filed no later than ten (10) days after the mediation session.

The arbitrator's award shall be binding. The arbitrator's award shall include findings of fact and conclusions as necessary to support the award. The arbitrator shall be bound by and must comply with all the terms of this agreement and shall have no power to add to, subtract from or in any way modify the provisions of this agreement. The cost of arbitration shall be born equally by both parties.

Nothing in this section shall preclude an arbitrator from ruling on both the arbitrability and the merits of a case or for the Town and the Union from combining grievances.

ARTICLE 20

Insurance Benefits

Section One. All bargaining unit employees may elect single, two-person, or family coverage, as follows:

Eligible employees may elect coverage under a HDHP/HSA Plan with deductibles of Two Thousand Dollars (\$2,000) for single and Four Thousand Dollars (\$4,000) for two-person and family coverage as set forth in Appendix C. In- and out-of-network benefits share the same deductible. For out-of-network the member will have an additional responsibility for 20% of the cost of services after deductible until the cost share maximum ("CSM") reaches \$4,000 single (includes deductible) and \$8,000 family (includes deductible). The CSM also includes prescription copays after deductible in the amount of \$10 (generic) / \$25 (formulary) / \$40 (non-formulary).

Effective July 1, 2021, through June 30, 2024, the Town shall fund forty-five percent (45%) of the deductible cost through quarterly deposits to eligible employee HSA accounts. Effective July 1, 2021 through June 30, 2024, employees who elect benefits under the HDHP plan shall contribute eighteen (18%) of the premium cost for said insurance for themselves and their dependents by bi-weekly payroll deductions.

Medical contribution credits equal to 1% of the applicable premium rates will be applied to employee payroll deductions if the employee is compliant with the Town's Wellness program.

The Town's Wellness Program requires employees to do the following in order to qualify for their medical contribution credit:

- o Have their physician complete a Preventive Health Attestation Form indicating they are current for age-appropriate screenings:
 - Physical Exam
 - Breast Cancer Screening
 - Colon Cancer Screening
 - Cervical Cancer Screening
- o Have their physician provide them with Biometrical Results including:
 - LDL, HDL, Total Cholesterol, Blood Glucose, Height, Weight, Body Mass Index, Waist Circumference, Blood Pressure, Pulse
- o Complete an on-line Health Risk Assessment, including Biometrical Results.

If the Town receives notice that the total cost of a group health plan or plans offered under this Agreement will trigger an excise tax under Internal Revenue Service Code 49801, any or other local, state or federal statute or regulation during the term of this Agreement, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Only the impact of such excise tax, as set forth in this Article would be subject to the reopener and no

other provisions of the collective bargaining agreement would be opened for mid-term negotiations referred to in this paragraph.

Section Two. The Town will pay the full cost of group life insurance for all bargaining unit employees in the amount of \$50,000.

Section Three.

- a. For non-Medicare eligible employees who retire on or after July 1, 1999, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for Medicare with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage, he or she will not be eligible for readmission.
- b. At such time as a retiree who retires on or after July 1, 1999 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town.

Section Four. All references in this agreement to types of benefits are solely for the purpose of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

Section Five. Dental benefit coverage shall be provided at the same premium cost share as medical coverage. The Town shall establish a Section 125 Plan so that any insurance contribution made by employees can be made on a pre-tax basis to the extent allowed by law. Effective July 1, 2021, all employees shall have the option to enroll in a Vision plan with a \$0 exam copay, \$20 eyeglass lens copay and a \$130 allowance towards the purchase of eyeglass frames or contact lenses to allow the Town the option to change carriers in the future.

Section Six. Each employee shall pay on a bi-weekly basis his/her percent of the premium contribution based on the coverage selected by each bargaining unit employee and the Town shall pay the balance of the costs of the above-referenced medical, dental, and prescription drug coverage. Bargaining unit employees authorize the Town to deduct on a bi-weekly basis from each employee's wages the applicable premium cost sharing contributions.

Section Seven. The Town shall have the right to change medical plans, benefits, carriers and to self-insure any of the benefits offered to bargaining unit employees provided that the benefits offered shall be no different than the benefits offered to non-union employees. Any change shall be made effective on July 1 of any contract year.

Section Eight. As set forth more fully in the long-term disability plan design a copy of which will be made available to all employees, an employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a

maximum of \$2,000 per month. These benefits will be offset by weekly worker's compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

Section Nine. Employees shall be allowed to enroll stepchildren who live with the employee or for whom the employee is responsible into the Town's health insurance plans.

Section Ten. Insurance coverages for new employees will commence on the first day of the month closest to the completion of the probationary period. An application for insurance will be completed on date of hire.

ARTICLE 21

Section 401(a)/Section 457 Deferred Compensation Plans

Section One. Effective upon ratification, full-time employees are eligible to participate in a Section 401(a) Plan after completing the probationary period of employment with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 5% of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. The Town and employee contributions shall be increased as follows: July 1, 2021: 7%; July 1, 2022: 7.5%; July 1, 2023: 8%. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after-tax basis subject to the annual limits allowed by law including pre-tax employer and employee contributions. The Town's contribution to the 401(a) plan of each bargaining unit employee shall vest in accordance with the following schedule:

After one (1) year of service:	20%
After completing two (2) years of service:	40%
After completing three (3) years of service:	60%
After completing four (4) years of service:	80%
After completing five (5) years of service:	100%

Section Two. Effective upon ratification, each employee shall have the option of contributing to the Town's Section 457 Plan upon employment in addition to the 401(a) plan described in Section One (subject to completion of probationary period) to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. Employee contributions that are made to the 457 Plan are in addition to employee contributions made to the 401(a) plan. The Town will not make matching contributions to the 457 Plan.

ARTICLE 22

Safety and Health

Section One. The Employer shall furnish and maintain safe, healthful, and sanitary washing facilities and toilets. All bargaining unit employees are expected to use and to maintain them in good condition.

Section Two. Any employee involved in any accident shall immediately report said accident and any physical injuries sustained to his/her supervisor and the Union Steward.

Section Three. The Employer agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for bargaining unit employees and to make available to said employees protective equipment required by existing state law. Any equipment rented or leased by the Town for use by bargaining unit members will be inspected before its use, without unnecessary or unreasonable delay, for purposes of safety and in accordance with any rental or lease agreement by an appropriate bargaining unit member and/or supervisor. Employees are to use the protective equipment provided and to conduct themselves in a safe and responsible manner.

The Town also agrees to supply, upon request and need, faceshields, earmuffs, foul weather gear, gloves and 12-inch or 14-inch boots. Provided all such items are used for job related activities and not for personal use.

Section Four. Prior to operating or driving any piece of Town equipment, each operator/driver shall receive the proper training on that piece of equipment by a qualified driver or operator. All Town employees (including new employees) will be trained to run all equipment required in their job category.

Section Five. Employees are prohibited from smoking around hazardous and/or flammable materials and upon all Town properties (except in areas where members of the public are permitted to smoke) and in Town vehicles and equipment.

Section Six. No employee shall be required to work on, with or about an unsafe piece of equipment or under an unsafe or unhealthy condition. Such equipment shall be tagged by a mechanic until appropriate repairs are made. No employee shall be required to perform a task for which he/she has not received appropriate training or without qualified supervision when the absence of such training or supervision make the task unsafe. Such conditions shall be immediately reported to the employee's supervisor for appropriate action.

Section Seven. No employee shall be disciplined for refusal to work or to operate equipment when he/she has reasonable grounds to believe that such would result in imminent danger to life or cause serious physical harm. In event of imminent danger to the safety of employees performing a particular task, the employees involved should immediately inform the on-site supervisor or, if the on-site supervisor is not available for immediate inspection, the Department Head who will assign a qualified individual or entity to inspect the apparatus.

ARTICLE 23

Wages

Section One. All employees hired on or after July 1, 2010 shall receive their wages (including longevity and any other contractual pay) on a bi-weekly basis through direct deposit to an account designated by such employee. Employees hired before such date shall elect to have all such payments made either through direct deposit or written check. Employees who elect written checks shall receive their paychecks prior to quitting time every other Friday. When such employees leave on vacation, they will be given their current paycheck on Thursday afternoon and a vacation paycheck if requested at least one week in advance. Paystubs may be provided electronically.

Section Two.

- Grade 4-I Transfer Station Equipment Operator
- Grade 4-II Transfer Station Operator
- Grade 7-1 Plant Operator in Training
- Grade 7-II Plant Operator
- Grade 7-III Chief Plant Operator
- Grade 8-1 Mechanic I
- Grade 8-II Mechanic II
- Grade 8-III Mechanic III
- Grade 9-1 Public Works Maintainer I
- Grade 9-II Public Works Maintainer II
- Grade 9-III Public Works Maintainer III
- Grade 9-IV Public Works Supervisor

Section Three. The wage schedules for bargaining unit employees are attached as Appendix A. Effective July 1, 2021, the salary step structure will be modified as follows:

1. Any employee who is not on the maximum step of his/her grade and who receives a satisfactory evaluation shall move up to the next step in his/her grade on the wage schedule on July 1st of each year of the contract. This only applies to current employees. New Hires and Transfers are addressed in 3b.
2. The general wage increase retroactively effective retroactively effective for July 1, 2021 is 2.50%, July 1, 2022 is 2.25%, July 1, 2023 is 2.25%. Increases are applied to each bargaining unit position and each step.
3. The salary step structure will be as set forth in the attached wage schedules.
 - a. Movement from one step to the next occurs each year of employment until reaching the top step for that position.
 - b. New hires may be brought in no higher than Step 2 (Two)
4. New hires and transfers that happen after December 31st of a contract year will not advance to the next step until the following contract start date and after completing at least 12 months of continuous service in good standing. For example: an employee hired on April 21, 2021 will not advance to the next step on July 1, 2022. The next step increase will occur on July 1, 2023. All of the changes listed above are reflected in the salary step structures included in Appendix A.

Section Four. Longevity. After the completion of the fifth year of service, longevity compensation shall be paid on the employee's anniversary date as follows:

6th to 9th year	\$450
10th to 14th year	\$500
15th to 19th year	\$600
20 and over	\$750

Employees hired after July 1, 2013 shall not be eligible for this benefit.

Section Five. An employee who performs work in a higher job classification for one or more days shall be compensated at the lowest step in the higher job classification which produces an increase of at least one pay increment for the hours worked in that position.

ARTICLE 24

Disciplinary Action

Section One. "Disciplinary action" as used in this article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.

Section Two. All disciplinary actions shall be consistent with the infraction for which discipline is being applied.

Section Three. Progressive disciplinary procedures will be followed unless the subject infraction is of such a nature to warrant more severe disciplinary action. Such discipline may include verbal warning, written warning, suspension or dismissal.

Section Four. An employee must be notified prior to being suspended or dismissed.

Section Five. An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action shall be informed of his/her right to have a Union Steward present prior to the start of the meeting. If the employee decides during an interview that a Union representative is needed, the meeting will come to a close until a Union representative can be present.

Section Six. Whenever it becomes necessary to discipline an employee or apprise an employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

Section Seven. All disciplinary actions may be appealed through the established grievance procedure.

Section Eight. Before any Union Steward is disciplined with a suspension or termination, the Town will meet with the Steward and the Union Staff Representative to conduct a pre-disciplinary hearing.

ARTICLE 25

Savings Clause

Section One. 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 provisions, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

ARTICLE 26

Union Convention/Training Sessions

Section One. The Town shall, upon reasonable advance notice, permit no more than four (4) employees to attend one convention each year without loss of pay or benefits, to be taken as a personal day.

Section Two. The Town shall, upon reasonable advance notice, permit up to two (2) employees whom the Union designates, to attend a one-day training session per contract year. The time shall be taken without loss of pay or benefits.

ARTICLE 27

Duration

Section One. This agreement shall be effective upon signing and shall remain in full force and effect until the thirtieth day of June 2024. This Agreement shall remain in full force and be effective during the period of negotiations.

Section Two. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement. Negotiation sessions shall commence on or about January 2024, with an expected completion date of June 30, 2024.

ARTICLE 28

Pregnancy Leave

Section One. Pregnancy leave shall be granted in accordance with the law.

Section Two. An employee will continue to accrue earned time while she is on a disability leave in accordance with Article 15 - Sick Leave.

Section Three. A pregnant employee will inform the First Selectman before she leaves work if she intends to return to her job.

Section Four. Paternity Leave. Five days will be granted which shall be deducted from an employees sick leave balance to a parent at the time of birth, adoption or taking custody of a child. Additional time may be granted to an employee who requests such time pursuant to the Family Medical Leave Act (FMLA).

ARTICLE 29

Employee Mileage Expense Reimbursement

Employees who wish to use their vehicles for Town business and who are authorized in advance to do so shall be entitled to reimbursement at the IRS rate per mile, and the payment shall be made within a month after submission of an itemization of mileage accrued. No employee shall be required to use his/her personal vehicle for Town business.

ARTICLE 30

Scheduled and Unscheduled Overtime

Section One. Scheduled Overtime shall be that which is necessary for the timely completion of regular work in process when the need for such work is known reasonably in advance of its required commencement. When scheduled overtime is required, employees will be notified by his/her supervisor or the First Selectman, at least prior to the end of the employees' preceding shift. With the exception of Water Department employees who are scheduled to perform plant maintenance on Saturdays, Sundays and holidays once in the morning and once in the late afternoon, scheduled overtime, when required, will be scheduled between the hours of 6:00 a.m. to 5:00 p.m. on Saturdays, Sundays, and holidays with a half hour off for unpaid lunch at 12:00 p.m. No meals will be provided for scheduled overtime.

Section Two. Unscheduled overtime shall be that which is required in the event of storms or other natural or man-made emergencies and to complete emergent work or work in process. When unscheduled overtime is required, employees will be called in by the appropriate supervisor or held over as necessary unless the employee can provide a reasonable excuse as to

why he or she is not available. Any employee called in for unscheduled overtime will have their meals provided for by the Town, without loss of pay or benefits, provided that breakfast, lunch or dinner will be provided only if the employee has worked two hours as of the time of the meal and further provided that no meals will be paid that fall within an employee's regular work hours. Mealtimes will be as follows: Breakfast 8:00 a.m., Lunch 12:00 p.m., Dinner 6:00 p.m. Meal periods will be half hour in duration and will be scheduled within one hour of this established time (i.e. one hour before or one hour after). The dollar amounts employees will be reimbursed for meals will be: Breakfast, \$7.00, Lunch, \$10.00, Dinner, \$14.00. Employees will be paid such meal allowance money by check within ten (10) business days of submitting the receipts for such meals to the department director. Failure to provide receipts within thirty (30) days of such expenditure will prevent reimbursement.

Section Three. Employees who work more than forty (40) hours in any one week and/or more than eight hours in any one day, shall be compensated for overtime at the rate of time and one half. All paid leave will be considered as hours of work for purposes of determining payment of overtime for all employees. Overtime will be equalized amongst qualified employees. A record of accrued overtime shall be posted on a bi-weekly basis. Accrued overtime hours will be zeroed-out at the end of each fiscal year. The Town will make a reasonable effort to distribute overtime from low to high amongst qualified employees.

Employees who are scheduled to work on Sundays shall be paid at the rate of time and one half for all hours worked. Employees shall be compensated at double time for unscheduled work on a Sunday, that is, for work not normally scheduled (i.e., called in for emergency work). Unscheduled overtime will be preapproved by the supervisor. Payment of double time is for those employees who are not normally scheduled to work on a Sunday. Also, with the exception of Christmas Day and Thanksgiving Day, any employee who works on a holiday shall be compensated at the rate of time and one half plus his/her regular holiday pay. Any employee who works on Christmas Day or Thanksgiving Day shall be compensated at double time plus his/her regular holiday pay.

In the event an employee is called in to work prior to the start of his/her shift or after his/her shift ends, he/she will be paid for a minimum of two (2) hours work. In the event such work is contiguous to the normal shift starting time, the employee will be paid the overtime rate rounding up to the next whole hour for any fraction of the work completed as per the example that follows:

Example #1: An employee who normally works 7:00 a.m. to 3:30 p.m. and is called in to work at 6:00 a.m. and works to the end of his normal shift will be paid eight (8) hours at straight time and one (1) hour at time and one-half.

Example #2: An employee who normally works 7:00 a.m. to 3:30 p.m. and is called in to work at 4:00 a.m. and works until 6:30 a.m. then reports back to work at his normal shift starting time and works to the end of his normal shift will be paid eight (8) hours at straight time and two and one-half (2.5) hours at time and one-half.

Section Four. An employee who is required to report to work on an overtime basis shall receive a minimum of two (2) hours pay. An employee who is recalled within two (2) hours

after being released from work shall be considered to have never been released and shall be paid accordingly.

If the employee is recalled within two (2) hours of a prior release, the two (2) hour guarantee shall begin with the time of release, rather than the time of recall.

Section Five. Response to call-in. Employees are to arrive at their designated location within a reasonable amount of time, but in no event shall this time be more than one hour from the time of the call from the Town for overtime or weather-related emergencies. They shall be paid from the initial call-in, not to exceed one hour unless approved by the supervisor.

Section Six. All qualified Public Works Department employees will be used for scheduled and unscheduled overtime. This language is not intended to require the Town to call in employees to work when there are other employees on duty.

Section Seven. Equalization of Overtime. The employer shall survey bargaining unit employees to determine willingness to work voluntary scheduled overtime. Subject to the provisions of the overtime section, voluntary overtime shall be distributed equally among qualified volunteers with similar skills and duties. Overtime, scheduled and unscheduled, shall be reasonably equalized according to equalization work unit or shift in each fiscal year (July - June).

When an employee refuses voluntary scheduled overtime, the hours offered shall be charged to the employee as if worked, for equalization purposes. Employees who are asked to work overtime three and one-half (3½) hours prior to the end of their shift and who are unable to work, shall not be charged red (refusal) time.

When there are insufficient employees available for voluntary scheduled overtime work within an equalization work unit or shift, the employer will distribute such overtime work among all qualified volunteers outside the equalization work unit or shift. If the employer cannot staff the voluntary overtime assignment on a voluntary basis, the least senior qualified employee from the equalization work unit or shift shall be ordered to staff the overtime assignment unless he or she can provide a reasonable excuse. In that case, the employer will order the next least senior qualified employee from the equalization work unit or shift to staff the overtime assignment.

Overtime records shall be maintained at each facility which utilizes employees on overtime. Such records shall be maintained or posted in an area convenient to the employees and shall be kept in a manner easily understandable by the employees. Such records shall also be available for inspection by the Union. The Town shall post overtime records every two weeks.

Section Eight. All bargaining unit work performed whether paid or unpaid shall be posted on the overtime list.

Section Nine. All work performed at the Transfer Station either on off days, or before or after the regular scheduled hours will be offered to all qualified Public Works Department personnel consistent with the provisions of Section Seven of this Article.

Section Ten. 1. Any employee who is ordered to work past 6:00 p.m. on a regular workday on unscheduled overtime will have a dinner meal provided for them without loss of pay or benefits.

2. Any employee who is called in prior to 6:00 a.m. on a regular workday will have breakfast, lunch and dinner meals provided for by the Town as long as they are still working, without loss of pay or benefits for breakfast, lunch and dinner. (Half hour will be deducted for lunch.)

Effective July 1, 2021, the dollar amounts that employees will be reimbursed for meals will be: Breakfast, \$7.00, Lunch, \$10.00, Dinner, \$14.00. Effective July 1, 2023, the dollar amounts employees will be reimbursed for meals will be: Breakfast \$7.00, Lunch \$10.00, Dinner \$14.00. Employees will be paid such meal allowance money by check within ten (10) business days of submitting the receipts for such meals to the department director. Failure to provide receipts within thirty (30) days of such expenditure will prevent reimbursement.

Section Eleven. 1. An employee engaged in extended work or snow operations shall be entitled to a two (2) hour rest break without loss of pay or benefits after working twelve (12) consecutive hours.

2. That for reasons of entitlement, the twelve (12) hours will start when the employee is called in or starts his/her normal workday, whichever comes first, or completes his/her rest period and shall include coffee breaks but does not include meal periods.

3. It is further agreed that the supervisor will have the right to schedule these breaks within two (2) hours of the 12th hour. (i.e. two (2) hours prior to or two (2) hours after the established time.)

4. However, if after earning this break the employee is released from duty, he/she shall receive two (2) hours pay. Likewise, if an eligible employee is released from duty without having received the full rest period, he/she shall be paid for the remainder of the rest period.

5. During emergency situations only (fire, ambulance, trees down, snow removal, etc.) for every hour worked and completed after 14 hours without a rest break, an additional 20 minutes will be added to the two (2) hour rest break.

6. If a meal break comes at the same time as the rest break, the break shall be extended to include the mealtime.

Section Twelve. All employees shall be subject to call for snow and/or ice and/or other emergency assignments. In the event an employee is not available to be called on any given evening, he/she shall provide advance notice to his/her supervisor. Each employee who is subject to call shall provide his/her supervisor with an appropriate phone number where he/she may be reached.

Section Thirteen. If an employee assigned to winter maintenance operations is off-duty and observes that weather conditions are impairing highway travel or that hazardous driving is likely to result, the employee will make a completed phone call to his/her assigned supervisor or designee for instructions regarding whether to report for work. The employee will be expected

to follow the instructions received. If the supervisor or designee is not available, the employee shall call the First Selectman.

Section Fourteen. Rest Breaks. If during extended work or operations an employee becomes fatigued, he/she may request to be relieved from duty. In such cases, the supervisor shall arrange for any required relief personnel and shall arrange for the release of the fatigued employee as quickly as possible. An employee who is released shall not be required to report again for at least eight (8) hours. Release time shall be without pay, except that if the release falls within the employee's normal work schedule, the time shall be charged to vacation, personal leave or earned time, at the request of the employee.

Section Fifteen. Employees who live out of town shall be allowed to remain at the garage between a late night and their next shift.

ARTICLE 31

Uniforms/Protective Clothing/Tools

Section One. The Town shall provide each employee with eleven (11) uniforms plus jackets. The Town will provide two (2) pairs of coveralls to each employee. Each employee will receive one set of coveralls for summer wear and one set of coveralls for winter wear. Such coveralls will be replaced with approval of the Department Head.

Section Two. "As required by OSHA, all employees are to wear safety shoes, Employees shall receive a safety shoe allotment of up to two hundred dollars (\$200.00) during each contract year (i.e. July 1 through June 30). Payment of such safety shoe allotment up to the maximum amount of two hundred dollars (\$200.00) shall be paid within the two (2) to four (4) week period following the employee's submission of receipts to the Town documenting such proof of purchase of safety shoes.

Section Three. The Town will furnish all tools and sockets over 1 1/4 inches that are used on Town equipment.

Section Four. The Town will provide insurance coverage for the mechanics' tools up to \$30,000 with no deductible. For insurance coverage purposes, documentation of the inventory of such mechanics' tools shall be required which shall be provided by each mechanic in writing each year by March 1, or coverage shall be waived.

Section Five. All Town vehicles will be equipped with mobile two-way radios.

The Town will provide a tool reimbursement of \$50.00 per month to all mechanics payable the first of each month. Management reserves the right to audit its return on its investment. Consequently, employees are required to document all reimbursable costs.

Section Six. An employee whose eyeglasses or hearing aids are ruined while in the course of duty shall be reimbursed by the Town for repair, if possible, or replacement, provided the employee notifies the First Selectman of the incident within two working days, in writing, and provided the employee submits a receipt for such expenses within seven days of repair/replacement. No reimbursement will be made where the damage is a result of normal wear and tear, or where the damage is a result of negligent, reckless or intentional conduct by the employee.

ARTICLE 32

Volunteer Fire and Ambulance Duty

Any bargaining unit employee who is a member of the Colchester-Hayward Volunteer Fire Department shall be released from work without loss of pay or benefits to respond to emergencies (defined as structural fires and two-toned emergencies). An employee called to an emergency shall notify the Supervisor prior to leaving any worksite and shall return to work during any regular working hours after any such emergency call.

ARTICLE 33

PROBATIONARY PERIOD

Section One. A new employee will accrue sick leave and vacation time upon hire and shall be eligible to use such time after completion of their probationary period.

Section Two. Employees hired during the year shall receive pro-rata personal leave days as follows and shall be allowed to use same at the completion of the probationary period:

Hired after January 1 through March 1 - 3 personal leave days

Hired after March 2 through June 1 - 2 personal leave days

Hired after June 2 through September 1 - 1 personal leave day

Section Three. New employees shall qualify for holiday pay upon hire.

Section Four. Uniforms will be provided to new employees within 30 days of the date of employment.

ARTICLE 34

MANAGEMENT RIGHTS

Section One. 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 of productivity and performance of its employees; determining the mission of an agency and the method and means necessary to fill that mission, including the contracting out of or the discontinuing of services, positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees for just cause; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section Two. Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

ARTICLE 35

ON-CALL DUTY PAYMENT

Any Water Department employee who is assigned to on-call duty will be required to carry a cell phone and will be paid a one hundred and seventy-five dollar (\$175) per week stipend to respond to calls in addition to call-in pay.

ARTICLE 36

TRAINING

Section 1. The Town shall continue to provide necessary training or continuing education to maintain certifications. All such training or continuing education must be pre-approved by the First Selectman.

Section 2. The Town shall pay the registration cost of training courses or programs which are necessary for bargaining unit employees to obtain and/or maintain required certifications or licenses in their positions as Town employees provided that such employees obtain the approval of the Director of Public Works prior to registering for the course or program. It is understood that the number of requests so approved may be limited by the availability of the remaining funds budgeted annually for this purpose.

ARTICLE 37

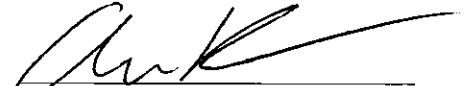
PW MAINTAINER PROMOTION

There are three (3) levels of the Maintainer position, each having a separate job description. Effective July 1, 2021, a bargaining unit employee in the Maintainer I or II position can move up into the next level position if they meet the criteria/requirements listed for the position and have a satisfactory performance standing for the past 12 (twelve) months. An employee can only advance one level in a contract year. An employee seeking advancement after completing the required training for the next level position must notify the Department Director in writing and provide verification of required training. The promotion and wage increase will take place within 30 days of such notification. The employee will remain at the current step in the salary schedule until the next scheduled wage adjustment after approval by the Department Director.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THE 27th
DAY OF January, 2022.



Theo Horesco
MEUI Representative



Andreas Bisbikos
First Selectman

**TOWN OF COLCHESTER, CONNECTICUT
PERSONNEL EVALUATION**

EMPLOYEE INFORMATION

Employee Name: _____ Date: _____
Evaluation Period From: _____ to _____ Date of Hire: _____
Department: _____ Job Title: _____
Evaluator Name: _____ Position: _____

Type of Review: Annual Intermediate Probationary Other _____

An evaluation will be completed annually using this form. The employee will complete Section A and the supervisor Section B. After both parties have completed this form, a meeting will be scheduled to discuss the evaluation. Both employee and supervisor must sign and date the form.

SECTION A

(to be completed by Employee)

1. ACCOMPLISHMENTS – indicate progress towards and/or completion of job related goals:

2. JOB GOALS – list specific job related goals for the upcoming year, short and/or long term:

(a) _____

(b) _____

(c) _____

3. CAREER GOALS – List your career goals and any specific assignments for which you have a preference during the next three to five years.

This page intentionally left blank.

EMPLOYEE NAME: _____

SECTION B

(to be completed by Supervisor)

Describe any achievements the employee has made since the last evaluation:

Describe the level of the employee's job knowledge and skills, including areas for improvement:

Describe the employee's willingness and ability to take on new responsibilities and challenges:

GOALS FOR NEXT EVALUATION:

(1) _____

(2) _____

(3) _____

I understand that my signature on this evaluation does not mean that I agree with this evaluation, but that I have discussed it with my supervisor and have received a copy.

EVALUATOR SIGNATURE: _____ DATE: _____

EMPLOYEE SIGNATURE: _____ DATE: _____

EMPLOYEE COMMENTS: _____

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent", Local 506, SEIU, AFL-CIO, CLC (hereinafter the "Union). The Town and Union hereby agree as follows:

That a unique situation presently exists at the Colchester Water Department in regards to the qualifications of the operational staff of the department in that there are three qualified and licensed Class IV Chief Operators on staff. Each of the individuals is capable of operating the system in accordance with State of Connecticut Department of Health regulations, and have been conducting the efficient operation of the system acting as team, for an extended period of time, without the necessity of Water Department Supervisor overseeing the daily activities of the three Chief Operators. This is due to the professionalism and commitment of the individuals to the Town water system and is overseen by the Director of Public Works.

It has been agreed to that the present operational organization is to the benefit of the Town, the Union, and the customers of the Colchester Water system. In conducting operations required to meet the regulatory requirements of a Public Water System, each of the Class IV Chief Operators have performed and will continue to perform duties that are additional to the present Job Description of Chief Operator. That the additional compensation for each of the operators should be an additional \$2.65 per hour added to their present rate of pay. That the effective date of the additional compensation shall be August 31, 2015.

The situation is likely to be a temporary due to the nature of the industry, and that should any of the present Class IV operators or the present Director of Public Works leave the employment of the Town of Colchester; that due to the operational needs of the system, that the Water Department shall return to the established organizational structure and that the position of Water Supervisor shall be immediately posted and filled. Any additional compensation to the Chief Operators will cease and shall return to the established negotiated rates of pay per the contract in effect at that time.

The Town and Union Agree that this Agreement shall not create a practice or precedent in any respect and shall not under any circumstance be used as any evidence in any negotiations, arbitration, or other proceedings between them.

The Town additionally agrees that during the contract negotiations during 2016, as compensation rate survey of Class IV Water (Drinking) Operators will be provided to the Union of the general area.

MUNICIPAL EMPLOYEES UNION
"INDEPENDENT", LOCAL 506, SEIU



Theo Horesco
MEUI Staff Representative

TOWN OF COLCHESTER



Andreas Bisbikos
First Selectman

Date

1/27/22

Date

1/27/22

SIDE-LETTER OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

and

MEUI, Local 506 (The Union)

This Agreement is to confirm the intent of the Town regarding administering disciplinary action for violations of the Town's Alcohol and Drug Testing Policy as discussed conceptually at negotiations for a successor collective bargaining agreement.

The Town does not intend to implement a zero-tolerance policy regarding violation of the Alcohol and Drug Testing Policy by first offenders whereby first offenders would be summarily discharged regardless of mitigating factors that may be considered on a case-by-case basis. Instead, the Town intends to consider mitigating factors on a case-by-case basis including but not limited to the first offender's length of service, overall attitude, performance history, disciplinary history, nature and degree of the offense in question, other misconduct while under the influence of drugs or alcohol, and damages resulting from the offense - potential or actual.

The Town does intend, however, to implement a zero-tolerance policy regarding second offenders whereby any such violators will be subject to immediate discharge for violations of the Alcohol and Drug Testing Policy subject to the Union's right to contest the action under the just cause provision of the collective bargaining agreement.

Agreed to and Approved by the undersigned.

FOR THE TOWN OF COLCHESTER

FOR MEUI LOCAL 506



Andreas Bisbikos
First Selectman



Theo Horesco
MEUI Staff Representative

Date: 1/27/22

Date: 1/27/22

SIDE-LETTER OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

and

MEUI, Local 506 (The Union)

Re: Drug Testing for Non-COL Personnel

The parties agree that should the Town institute a Drug and Alcohol Testing Policy and Procedure for all Town of Colchester employees then non-COL bargaining unit employees shall be covered by such policy subject to negotiation of specific terms and conditions.

Agreed to and Approved by the undersigned.

FOR THE TOWN OF COLCHESTER



Andreas Bisbikos
First Selectman

FOR MEUI LOCAL 506



Theo Horesco
MEUI Staff Representative

Date: 1/27/22

Date: 1/27/22

MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF COLCHESTER
AND
MUNICIPAL EMPLOYEES UNION "INDEPENDENT"
LOCAL 506, SEIU, AFL-CIO, CLC
REPRESENTING TRANSFER STATION, PARKS & RECREATION,
HIGHWAY CREW, FLEET MAINTENANCE AND
WATER DEPARTMENT EMPLOYEES

While the Union Contract does define some aspects of the Overtime process, with regards to assignment and equalization of hours, there are some gaps that leave openings for Interpretation and miscommunication.

In an effort to better spell out the policies and procedures, so that all stakeholders will have the same understanding, the following is a detailed process. This process is in accordance with the existing wording in the contract.

Out-of-Department Overtime List

No such sign-up list is necessary for overtime offered *within the department* as all department staff are considered eligible and available for overtime work within their department.

Each July 1, all departments within the union which offer overtime will post a sign-up list for three (3) weeks for any bargaining unit member outside the referenced department to sign if they wish to be considered for overtime offered by that department. This list must be posted by that department's time clock. In the case of the overtime opportunities of the Transfer Station, that list shall be posted by the Highway Department's time clock.

After the three (3) week sign-up period has concluded, if a bargaining unit member outside a particular department wishes to join the list, he or she may do so by sending written notification or e-mail to the department head who will add the bargaining unit member's name to the bottom of the "outside" list without seniority consideration.

Creation of List

Call lists for all departments within this union will be in a uniform format approved by the First Selectman,

Using the Department staff list and the outside department sign-up list, the Department Head will develop a worksheet that tracks overtime and establishes the staff next in line for overtime.

The Department staff list consists of staff within that department, sorted by seniority; the Outside Department list consists of staff outside the department, but within the bargaining unit, who have signed up identifying their desire to be considered for overtime. The Parks & Recreation Department will create an additional list for program-related overtime. All members of the bargaining unit may sign up on this list. These lists are also sorted by seniority.

Bargaining unit members that request addition to the list after the three-week sign-up period (including new hires) shall do so via written notification or email to the department head and will be added to the bottom of their appropriate list without consideration for seniority. An e-mail to the department head shall suffice for this purpose, these members will be referred to as "add-ons" and shall not be given seniority consideration for purposes of their placement on the list.

This list will be posted in the same location as the sign-up list. Additional requests to be added to the list will be approved upon written notification to the appropriate department head.

Assignment of Overtime

Consistent with the Bargaining Unit Agreement, when overtime becomes available, it will first be offered within the Department to those on the revolving list.

Employees will be called in per the attached "Exhibit 1. Call-In Order (Example Only),"

Should no one within the Department be interested/available, the qualified members outside the Department who are on the list developed for this purpose will be offered the OT in the same manner as the above.

It is understood that employees and activities covered under the Parks & Recreation Department programs activities auspices are not part of this bargaining unit and, consequently, are not subject to these requirements; however, should any members of this bargaining unit be called for programmatic over-time, the program-related call-in list for the Parks & Recreation Department will be utilized.

Red Time

Should any In-Department or outside Department member offered OT refuse the OT, they will be allotted "red time". Red time is equal to the number of hours actually worked by the member who actually does the OT.

"Add-ons" to the list will automatically receive red time equivalent to the individual on the respective list with the highest OT hours accrued to date, to ensure an equal starting point

Members on the Outside Department list who are not eligible for the OT due to required certification, skills, experience will not accrue red time for those hours.

The goal of this process is to equalize OT hours within each list, so that ideally, by the end of the year, all members will have had relatively the same opportunities for OT.

Exceptions

In short notice and/or emergency situations, OT may be assigned as required at the discretion of the Department Head or First Selectman,

Posting of Accrued OT/Red Time

As nearly as possible/practical, this list will be updated with accrued OT and red time on a weekly basis and the updated list must be posted in its regular spot.

Any OT or red time accrued during the three-week sign-up period should follow these policies and procedures as closely as possible.

The Town shall post overtime records every two (2) weeks

Exhibit 1. Call-In Order EXAMPLE ONLY

In-Department List

	12/13	12/26	01/3	01/6	01/19	02/1
A	X	X	X	X	X	X
B	X	X	-	X	X	X
C	X	RT	-	-	X	X
D	X	-	-	-	X	X
E	RT	-	X	-	X	X
F	-	X	X	X	X	X
G	X	X	X	X	X	X
H	X	-	RT	RT	X	X
I	-	X	X	-	X	X
J	-	X	X	RT	X	X

Out-of-Department List

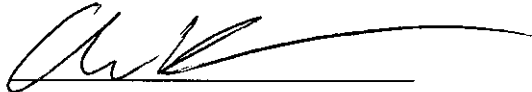
	12/13	12/26	01/3	01/6	01/19	02/1
M	-	-	X	X	X	X
N	-	-	X	X	-	X
O	-	-	X	X	-	X
P	-	-	X	-	-	X
Q	-	-	X	-	RT	X
R	-	-	-	X	-	X

For purposes of this example, all days are eight-hour days.

- 12-13: Begin with most senior person on "In-Department" 11st. mark RT for red time and "-" for someone who is called and not reached.
- 12-26: Call the first person (Employee F) who was called but not reached during the previous call-out, then go to the next person after the last person previously called-out and reached and proceed in order.
- 01-03: Again, begin with the first person (Employee D) who was called but not reached during the previous call-out, call all other persons in that category or not called in the previous call-out (Employees E: and H) in order, then go to the next person after the last person previously called-out and reached (Employee I) and proceed in order.
- 01-19: Because the purpose of this process is to fairly equalize over-time it is also important to track the number of overall time someone works and to utilize that criteria also when calling in. This example occurs over three months, however every effort should be made to equalize OT on a monthly basis.

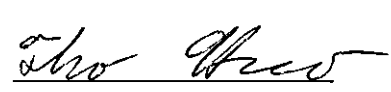
ACCEPTED AND AGREED on October 28, 2009 and renewed on January 27, 2022.

FOR THE TOWN OF COLCHESTER



Andreas Bisbikos
First Selectman

FOR THE UNION



Theo Horesco
MEUI Staff Representative

