

**TOWN OF BURLINGTON**

**AND**

**THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
SEU/NAGE, LOCAL R1-264**

**HIGHWAY DEPARTMENT**

Effective July 1, 2020

Through

June 30, 2024

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## PREAMBLE

This Agreement entered into by and between the Town of Burlington, State of Connecticut, hereinafter referred to as the Town, and the National Association of Government Employees, Local RI-264, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment, as provided for by the General Statutes of the State of Connecticut.

## ARTICLE 1 RECOGNITION

1.1 The Town hereby recognizes the Union as the exclusive Collective Bargaining Agent, for the purpose of Collective Bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit consisting of all regularly employed employees performing highway, water pollution control, and other related duties in the Highway Department, excluding the Public Works Director , and excluding seasonal employees, as defined by the Municipal Employee Relations Act.

## ARTICLE 2 MANAGEMENT RIGHTS

2.1 Except as specifically abridged or modified by a provision of this Agreement, the Town hereby retains and reserves unto itself, without limitation, whether exercised or not, all of the rights, powers, authority, duties and responsibilities heretofore existing and conferred upon and vested in it by the laws and the Constitution of the State of Connecticut, and Town Charter

and Ordinances. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished in this Agreement are reserved to and remain vested in the Town, including but without limiting the generality of the foregoing, the following rights:

- a. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation;
- b. to introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- c. to construct new facilities or to relocate, modify or improve existing facilities, except where such modification or improvements would impact on working conditions, in which case the impact would be negotiated;
- d. to determine the number, location and type of facilities and installations;
- e. to determine the size of the work force and increase or decrease its size;
- f. to hire and lay off employees;
- g. to direct the work force, assign work within the Town's operation and determine the number of employees assigned to any particular job, assignment or operation;
- h. to establish, change, combine or discontinue job classifications;
- i. to discipline and discharge employees in accordance with the provisions of this Contract; and,
- j. to carry out cost and general improvement programs.

The above rights, responsibilities and prerogatives are inherent in the Town by virtue of statutory and Charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE 3  
UNION SECURITY/DUES, AGENCY FEES

3.1 The Town agrees to deduct Union membership dues or an agency fee once each month from the pay of those employees who individually and in writing authorize such deductions. The Town will remit once each month on or before the last day of the month in which such deductions are made, together with the list of employees from whose wages these sums have been deducted, with a copy of the deductions to the treasurer of the Union. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to hold the Town harmless from any loss or damages arising from the making of employee-authorized deductions. These deductions will be made on the payday of each month as specified by the Town and agreed to by the Union.

**ARTICLE 4 [RESERVED]**

ARTICLE 5  
NO STRIKES - NO LOCKOUTS

5.1 The Union agrees that all employees included in this Agreement will not collectively, concertedly or individually engage in or participate directly or indirectly, in any strike, sympathy strike, slowdown or stoppage during the term of this Agreement.

5.2 The Town agrees that it shall not lock-out employees during the term of this Agreement.

ARTICLE 6  
SENIORITY

6.1 Seniority is hereby defined as the employee's continuous length of service with the

Town. Seniority shall commence upon the date that the employee begins as a full-time or permanent part-time paid employee of the Town. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority will not accrue during layoff, but seniority rights will not be lost by the employee because of such layoff. An employee shall forfeit seniority rights if he/she resigns, is discharged for just cause, or takes a leave of absence for the purpose of working at another occupation not authorized by the Town.

6.2 New employees shall serve a probationary period of one-hundred eighty (180) calendar days, during which period they shall attain no seniority rights. This period shall automatically be extended in duration by the same number of employee absences. During such period they shall be subject to termination, whether disciplinary or non-disciplinary, and to any manner of discipline, at the sole discretion of the Town, which Town action shall not be subject to the grievance or arbitration provisions of this Agreement. Probationary employees shall be paid at the rate of seventy-five percent (75%) of the applicable wage scale. Upon successful completion of the probationary period, seniority shall date back to the original date of employment.

6.3 When a vacancy occurs within the unit the Town shall post the job classification for one (1) week and notify the Union Steward of such posting. An employee may apply in writing for such position. The Town shall consider the applicant's qualifications for the position. Among qualified applicants, the senior employee shall be given first preference for the position. If the senior employee is not transferred or promoted to the vacant position, consideration shall be given to the next senior qualified applicant. The Town retains the right to fill positions from outside the unit if no qualified employee applies.

6.4 In the event there is a reduction in the number of employees or work hours of a classification, the employee with the least seniority in the job classification shall be laid off or reduced in hours first. The Town shall notify the Union President as soon as possible, but in no event less than forty-eight (48) hours prior to the time in which the layoff is to be effective. The Town shall notify the least senior employee within the affected job classification at least fourteen (14) calendar days before the effective date of the layoff.

6.5 The order of layoff, or reduction in hours, for employees covered by this Agreement shall be within the affected job classification as follows:

- a. Temporary and seasonal employees;
- b. Probationary employees, part-time before full-time;
- c. Regular part-time employees before regular full-time; and,
- d. Within job classification, full-time employees with the least seniority first.

An employee who receives such notice may elect within seven (7) calendar days thereafter to bump into a lower job classification for which he/she is qualified, provided that the employee has more seniority than the least senior employee in the lower job classification. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in a lower job classification provided all such bumping rights are exercised prior to the effective date of layoff.

6.6 Employees who are laid off or bumped into a lower job classification under this Article shall have recall rights as follows:

- a. The affected employee shall notify the Department Head in writing at the time of layoff that he/she requests placement on a recall list;
- b. An employee who is bumped to a lower job classification shall have recall rights to return to his/her former job classification. When an employee is bumped to a lower job classification, he/she shall be paid in accordance with that classification;

c. For a period of eighteen (18) months, the affected employee shall have the right to be recalled to the job classification from which he/she was laid off or bumped, if that position is to be filled; and,

d. No person shall be newly employed in an impacted position until all persons on the recall list have been notified by certified mail, return receipt requested, of any offer of re-employment to which he/she is entitled under 6.6c., and he/she has declined such offer. A person who declines an offer of re-employment shall forfeit all future recall rights. If a person with recall rights fails to respond to the certified letter within five (5) days of receipt, that person shall lose all such recall rights.

## ARTICLE 7 HOURS OF WORK AND OVERTIME

7.1 Full-time employees in this unit shall have a regular work week of forty (40) hours per week, eight (8) hours per day, Monday through Friday, with a one-half (1/2) hour unpaid lunch period. The regular work day is 7:00 a.m. to 3:30 p.m., however, hours maybe adjusted on a temporary basis at the Town's discretion based on operational needs. The Town will provide one week's notice before adjusting hours and hours will be adjusted based on seniority.

7.2 All work performed in excess of forty (40) hours per week or eight (8) hours per day shall be paid at the rate of one and one-half (1½) times the regular hourly rate.

7.3 (a) All work performed on Saturday shall be paid at the rate of one and one half (1½) times the regular hourly rate.

(b) All work performed on Sunday shall be paid at the rate of two (2) times the regular hourly rate.

7.4 There shall be one (1) coffee break per day, not to exceed 15 minutes, to be taken prior to 11:00 a.m.

7.5 At any time an employee is called back for extra work, the employee shall be



guaranteed a minimum of four (4) hours at the appropriate overtime pay for any hours not continuous to the employee's regular shift.

7.6 All overtime shall be distributed in a fair and equitable manner. Upon request, overtime records shall be posted on the bulletin board for employees to review.

## ARTICLE 8 GRIEVANCE PROCEDURE

8.1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure employee morale without impairing Town Department efficiency.

8.2 (a) A grievance is defined as a written complaint involving an alleged violation of or a dispute involving the application or interpretation of a specific provision of this Agreement and its amendments.

(b) A grievant may be the employee and/or Union.

8.3 Grievances shall be filed on mutually agreed forms which specify: (a) the facts; (b) the issue; (c) the date of the violation alleged; (d) the specific contract section(s) alleged to have been violated; and (e) the remedy or relief sought. Failure by Union representatives to properly fill out these details shall not be grounds to refuse to resolve the grievance or to claim non-arbitrability.

8.4 Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized. No grievance settlement made as a result of an individually

processed grievance shall contravene the provisions of this Agreement.

8.5 A grievance shall be deemed waived unless submitted in writing at Step 1 within seven (7) working days from the date of the cause of the grievance or within seven (7) working days from the date the grievant or any Union representative or steward knew or should have known of the cause of the grievance.

8.6 Procedure Steps:

Step 1: A grievance may be submitted within the seven (7) working day period, specified in Section 8.5, to the Director of Public Works or his designee, and the Director of Public Works or his designee shall meet with the grievant, and, if the grievant chooses, with a Union representative, and issue a written response within seven (7) working days after the submission of the grievance.

Step 2: When the answer at Step 1 does not resolve the grievance, the employee or the Union may submit the written grievance to the First Selectman or his/her designee within seven (7) working days of the Step 1 response. The First Selectman or his/her designee shall issue a written response within five (5) calendar days after the submission at Step 2.

Step 3: Within ten (10) calendar days of the response at Step 2, an unresolved grievance may be submitted to arbitration by the Union, but not by an individual employee(s).

8.7 The parties by mutual written agreement may extend time limits or waive any or all of the steps hereinbefore mentioned.

8.8 In the event that the Town fails to answer a grievance within the time specified, the grievance shall automatically proceed to the next step of the grievance procedure. The grievant assents to the last attempted resolution by failing timely to appeal said decision, or by accepting said decision in writing.

8.9 Submission to arbitration shall be to the Connecticut State Board of Mediation & Arbitration or the American Arbitration Association,\* and shall be by letter, postage prepaid, with a copy to the First Selectman. The arbitration hearing will be held under the then current rules of the State Board of Mediation & Arbitration or the American Arbitration Association, as applicable. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement, or to grant matters which were not obtained in the bargaining process, or to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement, or to grant pay retroactively for more than thirty (30) calendar days prior to the date the grievance was submitted at Step 1. The arbitrator's decision shall be binding on the parties, provided, also, neither the submission of questions of arbitrability to any arbitrator in the first instance, nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards. In any instance elected by the Town, it may seek a Court determination of arbitrability prior to being required to submit to any arbitration. \*The Town may select AAA for up to one (1) grievance during the term of the Agreement.

8.10 Either party shall have the right to employ a stenographer, or use a mechanical recording device at an arbitration hearing.

8.11 All parties shall have the right and choice of a representative, at his/her/its own expense.

8.12 Any meeting of the parties for the purpose of discussing a grievance shall not extend the time limitations above.

ARTICLE 9  
DISCIPLINE

9.1 All disciplinary action shall be applied in a fair and equitable manner. All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge. Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be disciplined, suspended or discharged without just cause. Disciplinary action normally shall follow in this order: However, exceptions may be made based on seriousness of the alleged conduct:

- a. Verbal warning;
- b. Written warning;
- c. Suspension without pay; and,
- d. Discharge.

All disciplinary action may be appealed through the established grievance procedure.

9.2 Each employee shall have the right to see and review his/her personnel file upon request. The right shall not be exercised more than twice per year. Employees shall be entitled to request copies of all materials in their file. Employees may request that the Town correct, amend or delete allegedly incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond in writing and the same shall be made part of the file. No separate active

personnel file shall be maintained other than the one subject to employee inspection.

9.3 Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

9.4 Any employee disciplined may request that the First Selectman remove such written discipline from the personnel file.

ARTICLE 10  
HOLIDAYS

10.1 On the following identified days, unit employees will be granted leave with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Day before Christmas
	Christmas Day

10.2 (a) When a specified holiday falls on Saturday, the holiday leave shall be granted on the preceding day, Friday.

(b) When a specified holiday falls on Sunday, the holiday leave shall be granted on the following day, Monday.

10.3 Whenever any of these holidays shall occur while an employee is out on sick leave, there will be no charge to sick leave for that holiday.

10.4 Whenever any of these holidays shall occur during a regular vacation, or on a regular day off, the employee shall be credited the holiday in addition to his/her vacation, or regular day off.

10.5 When a full-time employee is required to work a holiday, the employee shall

receive two (2x) times his/her hourly rate of pay for any and all hours worked during the holiday period, plus a day's pay, or another day off.

ARTICLE 11  
VACATION LEAVE

11.1 On their anniversary date, employees shall be granted time off with regular rate of pay for vacations according to the following schedule:

After one (1) year completed service.....	10 days per year
After five (5) years completed service.....	15 days per year
After ten (10) years completed service.....	17 days per year
After fifteen (15) years or more completed service.....	20 days per year
After twenty (20) years or more completed service.....	22 days per year

11.2 Vacation may be taken, with the approval of the Director of Public Works, at any time during the year following the year in which it is earned. Such approval shall not be unreasonably withheld. If there is any conflict in the scheduling of vacations, seniority within the unit will carry the preference.

11.3 In the event of illness of a minimum of two (2) days during an employee's vacation period, the employee may charge the sick days to his accrued sick leave provided such illness and its length is verified by doctor's certificate.

11.4 Employees terminated shall be paid for any unused vacation leave that has accrued to their last day of service. Employees who retire shall be entitled to use any accrued vacation leave to the effective date of their retirement.

11.5 Accrued vacation leave shall be payable upon the death of that employee to his/her dependents or survivors.

11.6 The minimum vacation leave which may be taken is one (1) day.

11.7 Requests for vacation time shall be bid by seniority from April 15 to May 1. The Town shall allow a minimum of three (3) employees off during any one (1) week of the premium vacation period of June 1 through September 30. Any requests beyond three (3) employees per week may be denied by the Town in its sole discretion, and shall not be subject to the standard of "not unreasonably withheld." Vacation requests made after May 1 will be considered on a first-come, first-granted basis in light of operational requirements and the maximum number of employees allowed to be granted vacation.

11.8 Employees within the bargaining unit may be granted winter vacation between November 15 and April 10 under the following conditions:

a. Not more than one (1) employee for any week in the winter period of November 15 through April 10;

b. The vacation approval in sub-paragraph a. above is subject to no other employee of the bargaining unit being absent on sick or injury leave of more than one (1) week duration. The mechanic being out or sick or on injury leave shall not prevent approval of an employee's vacation request; and,

c. When an employee has been granted vacation leave under this Agreement, neither sick leave nor injury leave of other employees shall cause cancellation of the vacation granted. Under these circumstances, the Town may request that the employee reconsider and/or change the date of the vacation leave.

11.9 One (1) week of earned vacation may be carried over to the following year, because of extraordinary circumstances, with First Selectman approval, such approval not to be unreasonably withheld.

## ARTICLE 12 SICK LEAVE

12.1 Each employee shall be entitled to sick leave with regular rate pay for thirteen (13) days per year, accumulated at the rate of 13/12 days per month, and accumulated to a maximum

of one hundred forty (140) days.

12.2 Authorized absence by reason of sickness may include any situation covered by the Family Medical Leave Act. The Town may require the employee to submit a doctor's certificate of such illness(es).

12.3 Employees shall be allowed to take sick leave in increments of not less than one-half (1/2) day. Sick leave may be used for doctor or dentist appointments.

### ARTICLE 13 WAGES

13.1 Regular rates of pay for classifications of Highway Maintainer, Mechanic, and Crew Leader are set forth in Appendix A to this Agreement.

13.2 As long as the Town requires sewer inspection services within the capabilities of its workforce, the senior Highway Maintainer shall have the right to fill this need, on an annual basis, and shall receive as compensation therefor, in addition to premiums identified in Article 7 (Hours of Work and Overtime), the sum of \$0.30 per hour added to his base rate for each such year. If the senior Highway Maintainer declines the duty, the next senior Highway Maintainer shall have the next preference.

### ARTICLE 14 INSURANCE

14.1 The Town agrees to provide the following program of insurance for full-time employees and enrolled dependents:

- A. Effective July 1, 2020 all full time employees may choose medical coverage through a Town sponsored Health Savings Account. ("HSA") Plan details are set forth in



Appendix B attached hereto. The annual deductible shall be \$2,500 individual account / \$5,000 two person and family accounts. The deductible contribution to the HSA shall be as follows:

- a. First Year (07/01/20): Town 85% / Employee 15%
  - b. Second Year (07/01/21): Town 84% / Employee 16%
  - c. Third Year (07/01/22): Town 84% / Employee 16%
  - d. Fourth Year (07/01/23): Town 83% / Employee 17%
- B. In the first payroll in July and January of each fiscal year the Town shall make the requisite contribution into each employee's account regardless of the balance in said account. The Town agrees to advance funds, if necessary, in extraordinary circumstances.
- C. The Town shall provide Dental Care for employees only in accordance with Appendix B attached hereto. An employee may elect to extend this coverage to his/her dependents at his/her own expense at the Town group rate.
- D. Any medical or dental premium contributions, and any deductible contributions, shall be made on a pre-tax basis. The Town shall pay any group administrative costs charged by the carrier in connection with integrated HSA account management. Any fees associated with an HSA bank deposit account will be the responsibility of each employee.
- E. The Town shall contribute the additional deductible contribution upon notification that an employee is changing status from an individual account to a two person or family account. An employee shall reimburse the Town for any excess deductible contribution made during any fiscal year when the employee's status changes from two person or family account to an individual account.
- F. The Town will establish a Health Reimbursement Account ("HRA") for any employee, ineligible for the HSA. The Town's obligation under the HRA will be equivalent to its obligation to fund the HSA in any given year as set forth in Section 14.1.B, above.
- G. The Town shall provide each employee a Life Insurance Policy of \$10,000.

14.2 The insurance benefits identified in Sections 14.1 shall be paid for as follows:

Effective July 1, 2020, the Town shall pay 91.5% of the pertinent premiums, and the employees

shall pay 8.5% of the pertinent premiums. Effective July 1, 2021, the Town shall pay 91.5% of the pertinent premium, and the employees shall pay 8.5% of the pertinent premiums. Effective July 1, 2022, the Town shall pay 91% of the pertinent premium and the employees shall pay 9% of the pertinent premiums. Effective July 1, 2023, the Town shall pay 90.5% of the pertinent premium and the employees shall pay 9.5% of the pertinent premiums. This cost share shall apply to both medical and dental benefits identified in Section 14.1.

14.3 The Town shall reimburse employees up to One Hundred Fifty Dollars (\$150) per year for medical examinations for Commercial Driver's License (CDL) as such examinations may be needed to maintain such licensing.

14.4 The Town will furnish all employees a copy of the insurance and pension programs and shall give employees and the Union annual updates on pension status. Those employees who are able to participate in the Town's pension plan shall make annual contributions of six and one-half percent (6.5%)

14.5 The Town reserves the right to change insurance carriers as long as the coverage provided and administration of the plan remain substantially equivalent on an overall basis to the current coverage and administration of the plan.

14.6 Retired employees between the ages of 62 and 65 shall be provided with the above-described coverages on the same terms (premium sharing) as if the retiree was still an active employee. A retired employee may purchase, on a monthly basis, at his or her sole expense, the above-described coverages for his/her spouse until Medicare insurance eligibility. For those employees hired on or after July 1, 2010, employees shall be entitled to purchase the above-

described coverages at their sole expense for the retiree and/or the retiree's spouse at the Town's group rate, but only if elected at the point of retirement.

14.7 Retired employees may purchase, at their sole expense, Medicare Supplemental insurance for themselves and their spouses.

14.8 Employees hired on or after July 1, 2010 shall not be entitled to participate in the Town's defined benefit plan; rather, they shall be eligible to participate in the Town's defined contribution plan. The Town shall match any such employee contribution up to 6% for those who eligible to participate in the Town's defined contribution plan.

14.9 The Town shall provide term life insurance in the amount of \$100,000 for each employee.

14.10 An employee who is covered under alternate health insurance through an employer other than the Town (e.g., spouse's employer other than the Town) may waive their basic health insurance benefits provided by the Town under Sec. 14.1 and receive compensation as hereafter provided. Any employee choosing this option will be required to sign a waiver of Town insurance and submit proof of alternate health insurance coverage to the First Selectman and the Union President, which waiver and submission may only occur between May 1 and June 30 of each year. Employees who waive the Town's health insurance shall be compensated as follows: \$2,500 for waiver of employee coverage; \$1,500 for waiver of the employee's spouse's coverage; \$2,000 for waiver of employee's other dependents' (family) coverage. For example, if an employee with spouse and children waives all coverages, he/she shall receive \$6,000. If a married employee waives coverage for him/herself and spouse, he/she shall receive \$4,000.

Any employee who, after waiver, becomes ineligible to receive the alternate health

insurance coverage will be re-enrolled under the Town's health insurance provisions provided that the Town is notified, in writing, by the employee. No proof of insurability will be required for re-enrollment. In a case requiring the re-enrollment of an employee, the employee will receive a pro-rated amount for any full months he/she (and any dependents) have participated in this waiver plan. Any payment (subject to regular deductions) shall be made by July 30 following the year of waived insurance.

This benefit will only be implemented to the extent permitted by the Town's group insurance carrier. In accordance with any requirements of the carrier, the Town reserves the right to limit the number of employees who may participate in this waiver plan. To initiate this benefit, employees will have until May 1<sup>st</sup> of any given year to waive coverage for the following year.. Anyone who has made this waiver will be paid by July 30<sup>th</sup> of said year.

#### ARTICLE 15 WORKERS' COMPENSATION

15.1 Employees who are absent from work due to illness or accident for which they are entitled to compensation under the Workers' Compensation Act shall not be charged sick time.

15.2 An employee who is entitled to compensation under the Workers' Compensation Act shall receive compensation from the Town in an amount which, when added to Workers' Compensation payments received, shall provide him/her with compensation equal to his/her regular 40 hours of pay for a period not to exceed one (1) year.

15.3 The compensation recited in 15.2 shall be payable by the Town at the time Workers' Compensation benefits are paid. The Town shall, however, pay an employee his/her full compensation from the date an injury or illness commenced, provided that the employee involved

shall make the Town whole by endorsing over to the Town any Workers' Compensation checks he/she receives for which he/she has already received the money, provided further that if it is eventually determined that the employee is not entitled to Workers' Compensation benefits, the employee shall make the Town whole for all monies received.

ARTICLE 16  
LEAVE PROVISIONS

16.1 Employees shall be entitled to three (3) paid personal leave days per year. Employees shall give 36 hours advance written notice of any request to take a personal leave day, which permission shall not be unreasonably denied. If an employee is unable to give such notice due to the sudden, emergency-nature of the need for leave, he shall give as much notice as possible and shall identify the nature of the emergency. Such personal leave days must be used within the contract year, i.e., by June 30; there shall be no carryover of such leave days, and any such days unused within this time period shall be forfeited.

16.2 Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Town with a notice to serve as evidence of attendance. The Town may request exclusion of any employee who receives notice of jury duty.

16.3 Military leave shall be granted to a permanent full-time employee when he/she is required to serve on active reserve or on National Guard Duty, for a period not to exceed two (2) calendar weeks in a calendar year. Time on military leave shall be included in computing seniority earned in the Town's service. Copies of orders for active duty shall be supplied to the Finance Director.

16.4 An employee requesting leave of absence without pay may be granted the same at the discretion of the First Selectman upon reasonable cause being given. During such leave of absence, insurance benefits will remain in effect. Sick leave and vacation leave will not accrue during any absence in excess of forty-five (45) days.

16.5 (a) In the event of the death of an employee's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, step-child, step-parent, step-sister, step-brother, grandparents or grandchild, an employee shall have time off not to exceed three (3) days without loss of regular pay. Such days off shall not be charged to sick leave. If the funeral of a member of the immediate family takes place further than 250 miles from the employee's residence, he/she shall be granted an additional day off with pay.

(b) In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle or cousins, an employee shall have the time off not to exceed one (1) day to attend a funeral or like service which is held on a scheduled work day or a day on which the employee is otherwise required to work.

16.6 (a) Two (2) members of the Union Negotiating Committee shall be granted leave from duty with regular rate pay for all meetings between the Town and the Union for the purposes of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

(b) One (1) member of the Union Grievance Committee plus the Grievant shall be granted leave from duty with regular rate pay for all meetings between the Town and the Union regarding processing prohibited practices and grievances, including arbitration, when such meetings take place at a time during which such members are scheduled to be on duty.

(c) Officers of the Union, as may be designated by the Union, shall be granted leave from duty with regular rate pay for Union business, such as attending labor conventions and educational conferences, or other Union business, provided that the total leave for the bargaining unit for the purpose set forth in this section, shall not exceed an aggregate of eight (8) working days in any fiscal year.

16.7 Employees may use accumulated leave for paternity/maternity leave. Written requests for such leave shall include the proposed duration of the leave. Such leave shall not be taken on an intermittent basis. Such requests shall not be unreasonably denied.

16.8 Employees shall receive one (1) additional paid personal day for perfect attendance in any calendar quarter: July 1 -- September 30, October 1 -- December 31, January 1 -- March 31, April 1 -- June 30. Perfect attendance shall not be broken when an employee takes contractually-allowed time for a death in the family, vacation time, personal time, workers' compensation absence, or jury duty. Any personal days earned for perfect attendance shall be used within six (6) months of being earned, or they shall be forfeited.

ARTICLE 17  
UNIFORMS, CLEANING, EQUIPMENT

17.1 The Town will provide seven (7) sets of work uniforms consisting of shirts and pants, and two (2) jackets to full-time employees. The Town will also provide a safety shoe allowance of up to two hundred fifty (\$250.00) dollars per year toward the purchase of safety shoes upon receiving a sales receipt from the employee.

17.2 Uniforms and equipment provided by the Town to employees which are damaged or worn out in the line of duty shall be replaced by the Town on a one-for-one basis, with the worn

or damaged items turned in, if requested, when the replacement is issued.

17.3 The Town shall provide a cleaning service for uniforms of all employees with the full cost of the service being paid by the Town.

ARTICLE 18  
GENERAL PROVISIONS

18.1 Within thirty (30) days of the execution of this Agreement, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

18.2 The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

18.3 If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect the balance of this Agreement.

18.4 There shall be no alteration, variation, or amendment of the terms of this Agreement, unless agreed to in writing by both parties.

18.5 If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of this Agreement, the Agreement provision shall prevail.

18.6 When a employee is required to use his/her own motor vehicle to perform Town business, or to attend conferences at the direction of the Town, he/she shall be reimbursed at the current IRS rate per mile traveled.

18.7 The Union's business representative shall be permitted to visit specific job sites



where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department.

18.8 The Town shall provide bulletin board space for the Union, in designated areas, for the posting of notices concerning the Union's business and activities.

18.9 Employees shall be informed, by Town posting on a quarterly basis, of their accumulated sick leave, personal days and vacation leave.

18.10 Any employee who is required by the Town to attend any training or conferences shall be reimbursed for the reasonable expenses associated with such training or conference.

18.11 When the Town creates a new classification or extensively changes an existing classification, the Town shall give written notice to the Union President.

18.12 An employee working overtime during a period of emergency shall be allowed a meal allowance as follows: an employee on the job at 6:00 a.m. shall be entitled to a breakfast allowance; an employee on the job at 6:00 p.m. shall be entitled to a dinner allowance; an employee on the job at 12:00 noon on Saturday or Sunday shall be entitled to a lunch allowance. Lunch allowance shall be paid only for emergency overtime on weekends. Meals will be taken in Town as long as restaurants are open. Upon ratification meal rates shall be:

Breakfast	\$8.50
Lunch	\$10.00
Dinner	\$13.00

18.13 No non-bargaining unit Town employee shall be used to perform bargaining unit work, until and unless no bargaining unit employees are available or willing to work.

18.14 The Town shall retain the right to establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining

the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless, in the sole judgment of the Town, it can be done more economically or expeditiously otherwise.

ARTICLE 19  
DURATION

19.1 This Agreement shall become effective upon signing and shall remain in effect through June 30, 2024, and thereafter shall continue in effect from year to year except that it may be amended effective at the date of expiration by one party giving notice of its intention to amend the Agreement to the other party not later than one hundred and fifty (150) days prior to the expiration date. Within a reasonable time of receipt of such notice by either party, a conference shall be held between the Town and the Union for the purpose of considering such proposed amendment.

FOR THE TOWN,

FOR THE UNION,

BY: Theodore C. Shafer  
Theodore C. Shafer, First Selectman

BY: Michael J. Soulier  
Michael J. Soulier, Union President

BY: Edwin Kosinski  
Edwin Kosinski, NAGE Representative

8-13-2021  
Date

8-13-2021  
Date

APPENDIX A

	<u>07/01/20*</u>	<u>07/01/21</u>	<u>07/01/22</u>	<u>07/01/23</u>
Hwy Maintainer	\$27.21	\$27.89	\$28.59	\$29.31
Mechanic	\$28.97	\$29.69	\$30.43	\$31.19
Crew Leader	\$29.98	\$30.73	\$31.50	\$32.29

\*Retroactive to July 1, 2020

APPENDIX B – SUMMARY OF MEDICAL BENEFITS