

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF COLCHESTER
AND
MUNICIPAL EMPLOYEES' UNION "INDEPENDENT" (MEUI) LOCAL
506, SEIU, AFL-CIO, CLC
REPRESENTING
TRANSFER STATION, GROUNDS, HIGHWAY, FLEET
& FACILITY MAINTENANCE AND WATER
DEPARTMENT EMPLOYEES

July 1, 2024--June 30, 2028

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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, Grounds, Fleet & Facility Maintenance, Transfer Station, 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 Highway, Grounds, Fleet & Facility Maintenance, Transfer Station, Sewer and Water Departments (hereinafter collectively referred to as the "Public Works Department") as set forth in the Town Charter as of January 24, 2017.

Section Two. 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, and 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 as may be fixed by the Union.

Section Four. The Union shall supply the Town with 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 shall be made on a biweekly 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. When the steward visits an employee of the bargaining unit, the steward shall receive permission from the employee's supervisor. Any steward who receives permission from the Public Works Director 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 post this agreement on the Town's website for bargaining unit members to access within ten (10) days of execution of the collective bargaining agreement. Likewise, within one week of their initial date of hire the Town agrees to provide all new bargaining unit employees with the name of the Union Steward and Staff Representative.

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

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. Contractors will not be used to reduce overtime or eliminate the standard work force or the hours that bargaining unit members work. The Water Department may utilize contractors when necessary for the timely completion of 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 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 the purposes of this provision.

Section Three. Temporary employees 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. Community Service people shall not be used. 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.

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.

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 vacancies within the bargaining unit 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. 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 paid according to the pay grade of the new position.

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.

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 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 7:30a.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.

Section Two. 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 each bargaining unit department to determine the interest of the department's employees 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 Three. All employees will receive two weeks' written notice of any change in the established work week, excepting emergencies.

Section Four. (a) The Town agrees to notify the Union and negotiate over the impact of all work schedule changes prior to their implementation. The Union agrees to conclude negotiations within two weeks. If this is not possible the Town may implement the schedule change.

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

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

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

Section Eight. Unless excused by the Public Works Director, all bargaining unit members shall remain working when the Town Hall closes for emergencies, including but not limited to snowstorms or hurricanes.

Section Nine. All work performed at the Transfer Station either on off days, or before or after regularly scheduled hours will be offered to all qualified personnel.

ARTICLE 10 Layoff & Recall

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

Section Two. Prior to reducing the work force the Town shall lay off all temporary, federally funded employees and employees who have not completed their probation 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 workforce 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 classifications shall include Highway, Fleet & Facility Maintenance, Transfer Station, Water and Grounds. 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 based on 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 implementation of a new or revised job description, the Town shall provide a copy of a modified job description to the Union and any impacted employee. 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 Public Works 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 at the start of the next pay period.

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 raise (3%) for six (6) months. Only overall unsatisfactory service ratings shall be subject to the grievance provisions. 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 raise.

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 with 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 arbitral only if the employee suffers loss or prejudice, or if the material is disciplinary.

ARTICLE 15
Paid Leave

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 and one quarter (1.25) working days per completed calendar month of continuous full-time service, including authorized leave with pay, not to exceed twelve days sick leave per year. Employees will have the right to accumulate up to 90 days of sick leave, 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 employee's 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 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 an 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 of 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.

Vacations

Section One. New employees will accrue vacation time upon hire and shall be eligible to use such time after completion of their probationary period. 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 years of completed, continuous full-time employment as follows:

6 months-----	3 days
1 year-----	10 days
2 years-----	11 days
3 years-----	12 days
4 years-----	14 days
5 years-----	15 days
6 years-----	16 days
7 years-----	17 days
8 years-----	18 days
9 years-----	19 days
10 to 19years-----	20 days
20 years or more-----	25 days

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 will be allowed to carry over accrued but unused vacation days to a maximum accumulation of 30 days.

Section Three. 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 requests. Any employee may take vacation days in conjunction with personal leave days or holidays or sick leave for medical and dental appointments.

Section Four. Assignment of vacation time off shall be made at the times desired, provided it is applied for prior to April 1st, 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. Vacation requests shall be promptly approved or denied. Once approved vacation time must be granted.

Section Five. Upon termination in good standing (e.g., 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. 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.

Personal Leave

Section One. 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) hours' notice. Personal leave shall not be deducted from vacation or sick time. 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. 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-Three (3) personal leave days.

Hired after March 2 through June 1-Two (2) personal leave days.

Hired after June 2 through September 1 shall not receive any personal days.

Holidays

Section One. New employees shall qualify for holiday pay upon hire. Holidays will be observed as follows:

<u>New Year's Day</u>	Sunday	Friday 1/2 day to Tuesday 7am
	Monday	Friday 1/2 day to Tuesday 7am
	Tuesday	Monday 1/2 day to Wednesday 7am
	Wednesday	Tuesday 1/2 day to Thursday 7am
	Thursday	Wednesday 1/2 day to Friday 7am
	Friday	Thursday 1/2 day to Monday 7am
	Saturday	Thursday 1/2 day to Monday 7am
<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>Veterans Day</u>		One day only, Saturday-Closed Friday, Sunday-Closed Monday

Christmas Day

Sunday	Friday 1/2 day to Tuesday 7am
Monday	Friday 1/2 day to Tuesday 7am
Tuesday	Monday 1/2 day to Wednesday 7am
Wednesday	Tuesday 1/2 day to Thursday 7am
Thursday	Wednesday 1/2 day to Friday 7am
Friday	Thursday 1/2 day to Monday 7am
Saturday	Thursday 1/2 day to Monday 7am

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 (1) 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.

Section Four. Any employee who works on a holiday shall receive overtime pay in addition to holiday pay. For the Christmas Day and Thanksgiving Day holidays, any employee who works shall be compensated at the rate of double time plus his/her regular holiday pay. This section does not apply to Section six (6) of Article 20 Wages.

Pregnancy & Paternity 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 disability leave in accordance with Article 15-Sick Leave.

Section Three. A pregnant employee will inform the Public Works Director before she leaves work if she intends to return to work.

Section Four. Paternity leave, five (5) days will be granted which shall be deducted from an employee's sick time 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).

Volunteer Fire & 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 his/her Supervisor prior to leaving any worksite and shall return to work during any regular working hours after any such emergency call.

Jury Duty

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.

Funeral

Section One. 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 Two. 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 workday.

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

Military

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.

ARTICLE 16 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) the 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 based on 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 borne equally by both parties.

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

ARTICLE 17

Insurance Benefits

Section One. Insurance coverage for new employees shall commence on the first day of the month after the completion of 90 calendar days. An application for insurance will be completed on the date of hire.

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, 2024, through June 30, 2028, the Town shall fund forty-five percent (45%) of the deductible cost through deposits to eligible employee HSA accounts. Such funding shall be deposited in two (2) bi-annual deposits on the first payroll in July and January. Effective July 1, 2024, through June 30, 2028, 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:

- a. 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
- b. 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
- c. 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 an 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. 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.

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, and 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 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.

ARTICLE 18

Retirement 401A and 457 Deferred Compensation Plans

Section One. Full-time employees are eligible to participate in the Section 401A Plan after completing the probationary period of employment with the Town in accordance with the plan details which will be provided to each eligible employee. The Town and employee shall each contribute as follows: July 1, 2024: 9%; July 1, 2025: 9%; July 1, 2026: 9% & July 1, 2027: 9% of their base pay only (not including overtime, longevity, etc.). 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 401A plan of each bargaining unit employee shall vest in accordance with the following schedule:

After completing 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. Each employee shall have the option of contributing to the Town's Section 457 Plan upon employment in addition to the 401A 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 401A Plan. The Town will not make matching contributions to the 457 Plan.

ARTICLE 19

Safety and Health

Section One. The Employer shall furnish and maintain safe, healthy, 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 employee's 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, face shields, 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 from 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 20 **Wages**

Section One. All employees shall receive their wages on a bi-weekly basis through direct deposit to an account designated by such employee. Paystubs will be provided electronically.

Section Two.

Grade 1	Plant Operator in Training
Grade 3	Transfer Station Operator
Grade 2	Grounds GM-1
Grade 2	Highway HM-1
Grade 3	Mechanic 1
Grade 3	Grounds GM-2
Grade 3	Highway HM-2
Grade 5	Facility Maintainer

Grade 4	Grounds GM-3
Grade 6	Mechanic 2
Grade 5	Highway HM-3
Grade 6	Highway HM-4
Grade 6	Plant Operator
Grade 7	Grounds Working Supervisor
Grade 8	Mechanic 3
Grade 8	Highway Working Supervisor
Grade 9	Chief Plant Operator

Section Three. The wage schedules for bargaining unit employees are attached as Appendix A. Due to wage corrections on July 1, 2024, the general wage increase for July 1, 2024, is 0%, July 1, 2025, 3%, July 1, 2026, 3%, July 1, 2027, 3%, effective retroactively if necessary.

Section Four. Longevity. After the completion of the fifth year of continuous service, longevity compensation shall be paid each year on the first pay period in July, as follows:

6th to 9th year of service	\$500
10th to 14th year of service	\$600
15th to 19th year of service	\$700
20th to 25th year of service	\$800
25th to 30th year of service	\$900
Over 30 years of service	\$1,000

Section Five. An employee who performs work in a higher job classification for one or more days shall be compensated at that higher job classification's rate of pay for the hours worked in that position. When a bargaining unit employee fills in for the Admin. Supervisor for one or more days, they shall receive a 10% pay differential.

Section Six. Bargaining unit members responding to a scheduled or unscheduled water main break outside of normal work hours shall be compensated at one hundred twenty-five dollars (\$125.00) per hour. A Water Department employee(s) shall be the first to respond to said breaks on regular overtime rates to assess the situation and close valves necessary to isolate the leak. They shall postpone the repair to the next workday if it does not pose an immediate and unavoidable safety risk to the public. If there is a need to proceed with the repair at that time, Water Department staff must contact the Public Works Director who shall authorize said repair.

Should the repair be authorized, the Water Department employee(s) will be paid at the one hundred twenty-five dollars (\$125.00) per hour rate from their initial call-in. This section is excluded from any and all "Double Time" and "Holiday" provisions of this contract. Article 26 (Overtime), Section Fifteen (Rest Breaks) does not apply to this section.

ARTICLE 21 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.

Section Nine. Bargaining unit members shall notify the Town should they be arrested for any reason. The Town reserves the right to terminate employees who are unable to perform their job functions due to license status, conviction of a serious misdemeanor or conviction of a felony. This applies to Grounds employees who must maintain a clean background in order to access school grounds.

ARTICLE 22 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 23 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 24 Duration

Section One. This agreement shall be effective upon signing and shall remain in full force and effect until the thirtieth day of June 2028. 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 in or about January 2028, with an expected completion date of June 30, 2028.

ARTICLE 25 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 26 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 the appropriate supervisor or the Public Works Director at least prior to the end of the employees' preceding shift. 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.

Section Two. Unscheduled overtime shall be that which is required in the event of 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.

Section Three. All employees shall be subject to call-in 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. Employees shall provide their supervisor with an appropriate phone number where he/she may be reached.

Section Four. 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 the purpose of determining payment of overtime for all employees. Employees who are scheduled, at least prior to the end of the employees' preceding shift, to work overtime on Saturdays, Sundays or holidays 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 Sundays. Saturday and Sunday payment rates only apply for those employees who are not normally scheduled to work during the weekend. In the event an employee is called into work within two (2) hours of the start of their shift shall be paid for the time worked, otherwise employees called in shall be paid for a minimum of two (2) hours. Employees will be paid in quarter (1/4) hour increments, rounding up to the next quarter (1/4) hour for the work completed at least prior to the end of the employees' preceding shift.

Section Five. 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. They shall be paid from the initial call-in, not to exceed one hour unless approved by the supervisor.

Section Six. Any employee who works on a holiday shall receive overtime pay in addition to holiday pay. For the Christmas Day and Thanksgiving Day holidays, any employee who works shall be compensated at the rate of double time plus his/her regular holiday pay. This Section does not apply to Article 20 (Wages), Section Six (Water main breaks).

Section Seven. The employer shall survey bargaining unit employees to determine willingness to work voluntary, scheduled overtime by department. Voluntary overtime shall be distributed equally among qualified volunteers with similar skills and duties. 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 with less than three and one-half (3.5) hours remaining of their shift and who are unable to work, shall not be charged refusal time.

Section Eight. If the employer cannot fulfill an overtime assignment on a voluntary basis, the least senior qualified employee 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 to work the overtime assignment.

Section Nine. Overtime records shall be maintained at each facility which utilizes employees on overtime. Such records shall be posted in an area convenient to the employees and shall be kept in a manner easily understandable by the employees. The Town shall post updated overtime records every two weeks. Accrued overtime hours will be zeroed-out at the end of each fiscal year (June 30).

Section Ten. All work performed at the Transfer Station either on off days, or before or after regularly scheduled hours will be offered to all qualified personnel.

Section Eleven. Any employee called in for unscheduled overtime will have their meals provided for by the Town, additionally, 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. Any employee who works past 6:00 p.m. on a regular workday will have dinner provided by the Town.

Section Twelve. Mealtimes will be as follows: Breakfast 6:00 a.m., Lunch 12:00 p.m., Dinner 6:00 p.m. Meal periods will be a paid half-hour in duration and will be scheduled within one hour before or after the established time. Meal reimbursement shall be as follows: Breakfast, \$8.00, Lunch, \$12.00, Dinner, \$16.00.

Section Thirteen. 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 release 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 employee shall be paid, and the time shall be deducted from the employee's leave.

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

Section Fifteen. An employee engaged in extended weather-related operations e.g., snow/ice storms or hurricanes etc. shall be entitled to a two (2) hour rest break without loss of pay or benefits after working twelve (12) consecutive hours. The scheduling of the breaks shall be in the best interest of the Town, e.g., work may continue to the thirteenth (13th) hour to finish clearing the roads, or to avoid all employees breaking at the same time. The Town may schedule breaks prior to the twelfth (12th) hour depending on weather conditions. If, for reasons of safety, an employee requests their rest break the Town shall make every reasonable effort to meet that request. If an employee has earned a rest break but is released from duty without having received the full rest period, he/she shall be paid for the remainder of the rest period. If a meal break comes at the same time as the rest break, the break shall be extended to include the mealtime. This Section does not apply to Article 20 (Wages), Section Six (Water main breaks).

ARTICLE 27

Uniforms/Protective Clothing/Tools

Section One. The Town shall provide each employee (within 30 days of the date of employment) with eleven (11) uniforms and two (2) jackets. Employees will have a choice of two (2) pairs of coveralls (winter or summer) or insulated bibs, these items are not included in the uniform cleaning services. Such coveralls/bibs will be replaced with the 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 two hundred dollars (\$200.00) during each contract year (e.g., July 1 through June 30). New hires are eligible for shoe money after one (1) year of employment. New hires must report to work with safety shoes. Reimbursement (excluding tax) 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 needed to repair 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 and shall be provided to the town by each mechanic in writing no later than sixty (60) days after the signing of this contract, or coverage shall be waived. The Town will provide a tool reimbursement of 0.2% of their net investment (not to exceed \$100.00 per month) payable the first paycheck of each month.

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

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 28
Probationary Period

Section One. 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 at 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). Should the employee fail their promotional working test period they shall be returned to their previous position and wage scale.

ARTICLE 29
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 30
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 31
Training

Section One. 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 Public Works Director.

Section Two. 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 approved may be limited by the availability of the remaining funds budgeted annually for this purpose.

Section Three. The Town will incorporate on-the-job equipment training to help members move towards advancement. The Grounds Supervisor and Highway Supervisor shall work together to facilitate interdepartmental training.

Section Four. The Town will contribute 50% of the fee for bargaining unit members to obtain their Class "B" or "A" CDL license. The employee's share of the fee is due upfront, paid to the company of the Town's choice and shall not be refundable. This commitment may require the employee to sign a contract with the Town. The Town at their sole discretion may elect to discontinue this offer at any time. An employee acquiring or upgrading their CDL does not constitute an immediate promotion.

Section 5. Should the employee fall into anyone (1) of the below categories they shall, through the next payroll deduction, reimburse the Town its share of the training.

- 1.-not complete the process within the one (1) year permit window
- 2.-drop out before completion
- 3.-resign before completion
- 4.-be terminated by the Town before completion
- 5.-fail a drug or alcohol test within a three (3) year period of receiving said CDL
- 6.-lose their driving privileges in the state within a three (3) year period of receiving said CDL
- 7.-not stay employed in a Public Works position requiring said CDL for a three (3) year period

ARTICLE 32 Promotions & Transfers

Section One. A bargaining unit employee may move up into a next level position (providing there is a vacancy) if they meet the criteria and requirements in the job description and have a satisfactory performance standing for the past 12 (twelve) months. New hires with less than 12 months seniority are not eligible for promotions. 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 Public Works Director in writing and provide verification of the required training. There shall be a proficiency test where operation of equipment is involved. At minimum, proficiency testing shall take place in the first week in April and October of each year. The employee will remain in their current position until the promotion into the vacant position is granted by the Town, which shall not exceed twenty-one (21) calendar days.

Section Two. A lateral transfer is not considered a promotion; therefore, no compensation is warranted. New hires with less than 12 months seniority are not eligible to request a transfer.

ARTICLE 33 Drug & Alcohol Testing

Section One. 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.

Section Two. The Town does intend 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.

Section Three. Bargaining unit members have a duty to maintain their driver's license in good standing. Employees shall notify the Public Works Director, the First Selectman and their supervisor if their license is or will be suspended. Employees shall notify the Town should they be arrested for driving under the influence of drugs or alcohol.

Section Four. The Town reserves the right to terminate employees who are unable to perform their job functions due to license status, subject to the Union's right to contest the action under the just cause provision of the collective bargaining agreement.

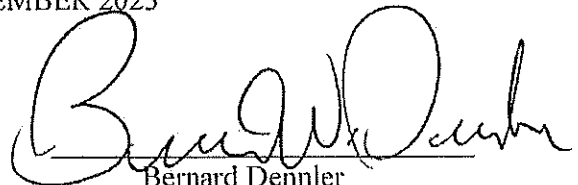
Section Five. The parties agree that should the Town institute a Drug and Alcohol Testing Policy and Procedure for all Town of Colchester employees then non-CDL bargaining unit employees shall be covered by such policy subject to negotiation of specific terms and conditions.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS

THE 12th DAY OF DECEMBER 2023



Theo Horesco
MEUI Representative



Bernard Dennler
First Selectman

**Town of Colchester Public Works and Water Department
Salary Schedules**

Job Title	Grade	FY 24-25	FY 25-26 (3%)	FY 26-27 (3%)	FY 27-28 (3%)
Plant Operator in Training	G1	\$23.32	\$24.84	\$26.50	\$28.15
Grounds Maintainer 1 Highway Maintainer 1	G2	\$24.98	\$27.73	\$30.56	\$33.12
Grounds Maintainer 2 Highway Maintainer 2 Mechanic 1 Transfer Station Operator	G3	\$25.60	\$28.74	\$31.97	\$35.32
Grounds Maintainer 3	G4	\$29.50	\$31.89	\$34.34	\$36.35
Highway Maintainer 3 Facility Maintainer	G5	\$32.00	\$33.71	\$35.53	\$37.41
Highway Maintainer 4 Mechanic 2 Plant Operator	G6	\$32.37	\$35.16	\$38.04	\$41.00
Grounds Working Supervisor	G7	\$35.62	\$38.19	\$40.83	\$43.56
Highway Working Supervisor Mechanic 3	G8	\$40.00	\$42.70	\$44.39	\$46.13
Chief Plant Operator	G9	\$44.06	\$46.78	\$49.59	\$52.48

EMPLOYEE EVALUATION

EMPLOYEE INFORMATION

NAME _____

DEPARTMENT / JOB TITLE _____

REVIEW PERIOD _____

EVALUATOR NAME _____

DATE _____

RATINGS BY SKILL AREA

Circle One

WORK QUALITY Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

PRODUCTIVITY Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

COMMUNICATION Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

COLLABORATION Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

INITIATIVE Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

PUNCTUALITY Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

OVERALL RATING Fails Expectations Meets Expectations Exceeds Expectations

ADDITIONAL COMMENTS