

**AGREEMENT**

**BETWEEN THE**

**TOWN OF SPRAGUE**

**AND**

**MUNICIPAL EMPLOYEES UNION INDEPENDENT (MEUI)  
LOCAL UNION 506**

**JULY 1, 2020 - JUNE 30, 2023**

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## AGREEMENT AND PREAMBLE

The parties to this Agreement are the Town of Sprague (hereinafter referred to the Town or Employer") and the Municipal Employees Union Independent Local 506 (hereinafter referred to as the "Union").

### ARTICLE I - UNION RECOGNITION

- 1.1 Pursuant to the Decision and Certification of Representation by the National Labor Relations Board, Decision No. 3851, the Employer recognizes the Union as the exclusive representative of employees as defined in Section 1.2 of this Agreement.
- 1.2 Definition of Employees. Whenever used in this Agreement, the term "employees" shall mean all Public Works employees including but not limited to full-time, part-time, temporary and seasonal employees expected to be employed for a month or longer in the classifications of Driver/Laborer, Assistant Road Foreman and Road Foreman, Transfer Station employees.

### ARTICLE II - MANAGEMENT RIGHTS

- 2.1 Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity; the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; to introduce new or improved production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location, and operation of departments, divisions, and all other units of the Employer; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and the direct the Employer's employees.
- 2.2 During a declared emergency, the Employer shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.
- 2.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be

considered a waiver of the Employer's right to exercise such right, prerogative, or function or to preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### **ARTICLE III - UNION RIGHTS**

- 3.1 **Bulletin Boards**. The Union may post, on existing bulletin boards provided by the Town for the posting of notices by individual employees, notices concerning legitimate Union business. Notices posted shall be dated and authorized by the Union and shall not be derogatory, defamatory or scurrilous in character. The Town reserves the right to remove notices which violate this provision.
- 3.2 **Access to Premises During Working Hours**. Non-employee representatives of the Union shall be granted access to the Town's premises for the purpose of attending such meetings in such areas of the Town's property as may be mutually arranged by the Town and the Union. In addition, non-employee representatives of the Union shall be granted access to the Town's premises in circumstances in which the Union's right to administer this Agreement cannot be effected other than by entry upon the Town's premises. In circumstances in which non-employee representatives of the Union wish to enter upon the Town's property for purposes other than attending scheduled meetings between the Town and the Union, the Union, prior to such entry, shall inform the First Selectman of the purpose of such visit, and access to the Town's property shall be limited to such times and such areas of the Town's property as may be mutually agreed upon by the Town and the Union.
- 3.3 **Orientation and Training**. Once a year, the designated Union Steward shall be released from the workday, with pay, with the approval of the First Selectman, to attend Steward's training.
- 3.4 The Town shall provide a copy of the contract and the name of the Union Steward or Staff Representative to all new bargaining unit members upon hire.

### **ARTICLE IV - NO STRIKES OR LOCKOUT**

- 4.1 In consideration of the Employer's commitment as set forth in Section 4.2 of this Agreement, the Union and all employees shall not participate in any strike, sympathy strike, slow-down, work stoppage, or any other interference with or interruption of work at any of the Employer's operations.
- 4.2 In consideration of the Union's commitment as set forth in Section 4.1 of this Agreement, the Employer shall not lock out employees.

## ARTICLE V - CHECK-OFF

- 5.1 The Town shall provide the Union with electronic notification of the name, job title, home or cell phone numbers, home address, and personal and work e-mail addresses of any newly hired employee within seven (7) days of the date of hire.
- 5.2 The Town agrees to deduct from the pay of its employees such membership dues as may be fixed by the Union beginning with the employee's first payroll period. Such deductions shall continue for the duration of the Agreement or any extension thereof. Employees may express authorization for payroll deduction of membership dues by submitting to the Union a written membership form, or by any other means of indicating agreement allowable under state and federal law. The Union will submit to the Town a list of members who have authorized payroll deduction and shall provide the Town with verification that payroll deduction have been authorized by the employee only in the event a question arises about an employee's membership status. An employee who is paying dues may withdraw from membership in the Union and stop making those payments by giving written notice to the Union and the Town which notice must be received or postmarked during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Town and the Union, whichever occurs sooner. The Town will honor employee checkoff authorizations unless they are revoked in writing during the window period, regardless of whether the employee is a member of the Union
- 5.3 No payroll deduction of dues or agency service fee shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).
- 5.4 The deduction of Union dues for any month shall be authorized on the approved form (see Appendix A) and be made on a bi-weekly basis during the applicable month and shall be remitted to the Union.
- 5.5 The Union agrees to indemnify and save the Employer harmless from and against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action or inaction taken by the Employer for the purpose of complying with any provision of this Article, including reasonable attorney's fees and costs.
- 5.6 The Employer agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with the federal and state law on this subject.

## ARTICLE VI - NON-DISCRIMINATION

- 6.1 No Discrimination. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

The Town and the Union agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, age, physical handicap or disability, military status, or political affiliation.

## ARTICLE VII - GRIEVANCE PROCEDURE

- 7.1 Definition of a grievance shall be as follows:

- (a) Discharge, suspension or other disciplinary action.
- (b) Charge of discrimination or a safety violation, provided, however, that such grievance is not arbitrable.
- (c) Interpretation and/or application of the Articles and Sections of this Agreement.

- 7.2 Procedural Steps.

Step 1 - Written Grievance to First Selectman. Not later than fourteen (14) days after the event giving rise to the grievance, or fourteen (14) days after the employee should have reasonably learned of the event giving rise to the grievance, whichever is later, the employee shall submit a written grievance to the First Selectman or his/her designee. The First Selectman or his/her designee, shall meet with the grievant and/or Union Representative and give his/her written answer to the grievance within ten (10) calendar days after receipt of the written grievance, which answer shall be final and binding on the employee, the Union and the Employer unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Article VIII of this Agreement.

- 7.3 Written Presentation. All grievances presented at Step 1 of this procedure shall be signed, numbered and dated, by the aggrieved employee and/or his/her Local Union Representative and shall set forth the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); and the remedy sought by the Union. All written answers submitted by the Employer shall be signed and dated by the appropriate Employer representative.

- 7.4 Time Limitations. The time limitations set forth in Section 7.2 are the essence of this Agreement. No grievance shall be accepted by the Employer unless it is submitted within the time limits set forth in this Agreement. If the grievance is not timely submitted, it shall be deemed waived. If the grievance is not timely appealed, it shall be deemed to have been settled in accordance with the Employer's answer. The failure of the Employer to meet or respond shall be deemed a denial of the grievance. Notwithstanding the foregoing, any time limit specified in this Article, except for the initial filing of a grievance, may be extended by mutual written agreement of the Union and the Employer.



7.5 Time lost from regularly scheduled work hours shall be paid.

### **ARTICLE VIII - ARBITRATION**

- 8.1 Arbitration Appeal Procedure. Any grievance as defined in Section 7.1 of this Agreement that has been properly and timely processed through the grievance procedure set forth in Section 7.2 of this Agreement, and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Employer with a written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 7.2 within twenty (20) calendar days after receipt of the written answer of the Employer shall constitute a waiver of the Union's right to appeal to arbitration.
- 8.2 Selection of Arbitration. Grievances shall be submitted to the American Arbitration Association in accordance with its rules and procedures with a contemporaneous copy to the Employer. Nothing shall preclude the parties from submitting the grievance to the arbitrator for mediation prior to arbitration of the dispute. The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union; otherwise, each party shall bear its own arbitration expense.
- 8.3 Time Limitations. The time limitations set forth in this Article VIII are the essence of this Agreement. No appeal for arbitration shall be accepted by the Employer unless it is submitted or appealed within the time limits set forth in Section 8.1 of this Agreement. If the appeal to arbitration is not timely submitted, it shall be deemed waived. Notwithstanding the foregoing, any time limit specified in this Article, may be extended by mutual written agreement of the Union and the Employer.
- 8.4 Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Employer. The standard of proof in disciplinary case shall be based on a preponderance of the evidence.
- 8.5 The employee may utilize accrued vacation or personal leave or take unpaid leave for time lost from regularly scheduled work hours.

### **ARTICLE IX - PROBATIONARY PERIOD**

- 9.1 Definition of Probationary Employee. An employee who has never accrued seniority or an employee rehired after termination of seniority shall be in a probationary status, until he or she has completed six (6) months of actual employment.

- 9.2 Employees may be disciplined or discharged during the probationary period without cause. Probationary employees shall have no recourse to the grievance and/or arbitration procedure. The time period described in this Article means six (6) months of actual service.

### ARTICLE X - SENIORITY

- 10.1 Seniority Definition: Seniority shall mean an employee's length of continuous service with the Town, within the bargaining unit, measured in calendar days from the first day the employee actually worked for the Town on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose name appears earlier on the Town's alphabetical listing of employees shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in this Agreement, at which time the employee shall possess seniority as defined in Section 10.2. Seniority shall be applicable only as expressly provided in this Agreement.
- 10.2 Definition of Bargaining Unit Seniority: The length of service of each employee within the bargaining unit.
- 10.3 Definition of Town Seniority: The length of continuous service of each employee with the Town since the last date of hire.
- 10.4 Upon request of the Union, the Town shall prepare, on an annual basis, a list of all employees covered by this Agreement, showing their seniority and length of service, and shall deliver same to the Union office.
- 10.5 Loss of Seniority: All new employees hired will be required to serve a probationary period. The employer reserves the right to discipline and/or terminate said employee for any reason during the probationary trial period, and the same shall not be a grievable and/or arbitrable matter. An employee shall lose his/her seniority for the following reasons only:
- (a) discharge, quit, retirement, or resignation;
  - (b) failure to give notice of intent to return to work after recall within ten (10) days, or failure to return to work on the date specified for recall, as set forth in the written notice or recall.
  - (c) failure to return to work upon expiration of a leave of absence;
  - (d) layoff for a period of twenty four (24) months or for a period equal to the employee's seniority, whichever is less.

## ARTICLE XI - LAYOFF/RECALL

- 11.1 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 impact on the bargaining unit.
- 11.2 When it becomes necessary for the Town to reduce the work force, the Town shall give at least six months written notice to the affected employees.
- 11.3 Layoff and Recall/Reduction In Force. Layoff or reduction of employees shall be done by the Town by classification subject to seniority within the classification. All seasonal employees will be eliminated before any full or part-time positions. All part-time positions will be eliminated before any full-time positions. All probationary employees in the classification shall be laid off before any permanent employee in the classification. Permanent employees who are laid off will be placed on the recall list for twenty four (24) months. Reinstatement shall be in reverse order of seniority by rank, which is the person with the highest seniority shall be rehired or reinstated first, provided, however, that he/she has previously worked in that job classification, and is qualified to perform the functions of an employee in such classification. Effective, July 1, 2015, no part-time or seasonal employees may be hired while a full-time employee is on the recall list
- 11.4 Bumping. In the event of a lay-off, an employee laid off, may bump the employee with the least seniority in the same classification or in a lower classification, if the employee has more seniority than the employee he/she will bump, and is qualified to immediately perform the duties, responsibilities and functions of an employee in such classification.

## ARTICLE XII - VACANCIES

- 12.1 All vacant positions, which the Town intends to fill, within the bargaining unit shall be posted for a period of no less than five (5) working days prior to the issuance of any public notice of said vacancy. From among applicants qualified for a posted position, the Town will award the position to the most qualified applicant; provided that, if, because two (2) or more applicants are equally qualified, application of such standard results in a choice of more than one (1) applicant who might be awarded the job, the Town will award the job to the senior employee.
- 12.2 All part time and seasonal employees shall have the expected weekly hours and/or daily start and finishing times, as well as the expected duration of the position included in the job posting. Any change in those conditions needs to be negotiated with the Union prior to implementation.
- 12.3 When employees are on sick leave, vacation, layoff or worker's compensation at the time a job is posted, a Union Representative may make application on the employee's behalf by signing the employee's name and his/her own name on the application. Such a signature indicates that the Union Representative has been authorized to place the application on behalf of the absent employee. The Town has no obligation to notify employees who are not at work when jobs are posted.

### ARTICLE XIII - WAGES

- 13.1 In all classifications the "start" straight time rate of pay shall be eighty-five (85%) percent of the maximum straight time rate of pay. Provided the employee meets standard as defined in Section 22.1, after year one, the straight time rate of pay shall be ninety (90%) percent of the maximum straight time rate of pay; after year two, the straight time rate of pay shall be ninety-five (95%) percent of the maximum straight time rate of pay; and after year three, the straight time rate of pay shall be the maximum.
- 13.2 Effective and retroactive to July 1, 2020, the salary schedule in effect July 1, 2019, shall be increased by two (2.0%) percent.
- 13.3 Effective July 1, 2021, the adjusted salary schedule in effect July 1, 2020, shall be increased by an additional two (2.0%) percent.
- 13.4 Effective July 1, 2022, the adjusted salary schedule in effect July 1, 2021, shall be increased by an additional two (2.0%) percent.
- 13.5 Notwithstanding the foregoing, new employees may be hired at the second step, based on credit for previous experience. The employee shall advance through the remaining steps pursuant to Section 13.1, until the maximum step is reached.

### ARTICLE XIV - HOURS OF WORK AND OVERTIME

- 14.1 Application of Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages. Nothing in this agreement shall be construed as a guarantee of overtime hours. The Employer's pay records, practices and procedures shall govern the payment of all wages.
- 14.2 Normal Workweek. The normal workweek shall consist of seven days beginning immediately after 12:00 midnight on Sunday and ending at 12:00 midnight the following Sunday.
- 14.3 Hours of Work. Normal working hours for full-time employees are from 7:00 a.m. until 3:30 p.m., Monday through Friday, for a forty (40) hour work week. Summer Hours shall be modified to be from 6:00 a.m. until 2:30 p.m., Monday through Friday, for a forty (40) hour work week, and occur from May 15 through September 15 and may be extended or amended by mutual agreement between the parties. Notwithstanding the above, the Employer will have the right to assign employees to different working hours and days if required by operational needs. Employees will receive two (2) weeks written notice of any changes in the normal workweek, except in emergencies.
- 14.4 Meal Periods. There shall be a one-half (1/2) hour unpaid meal period during the course of the regular workday. The employer may schedule a working lunch provided the end of the workday is adjusted accordingly. Employees working at the transfer station shall have a paid working lunch. Employees will not take Town vehicles home during lunch or on break times.

- 14.5 Rest Periods: Employees will be allowed fifteen (15) minute breaks scheduled near the middle of each half shift.
- 14.6 When an employee is required by the employer to attend training, the employee shall be paid for hours worked.
- 14.7 Overtime Pay. Overtime at the rate of time and one half (1 1/2) an employee's regular hourly rate of pay shall be paid for all hours worked beyond forty (40) hours in a seven (7) day work cycle, such pay to be calculated in fifteen (15) minute segments. Compensatory time off in lieu of overtime payments may be offered up to a maximum of 240 hours which represents not more than 160 hours of actual overtime worked. Hours worked includes all paid time.
- 14.8 Required Overtime. The First Selectman or his/her designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments.
- 14.9 Any employee who works on a holiday shall be compensated at the rate of double time plus his/her regular holiday pay.
- 14.10 Overtime shall be distributed equitably among qualified volunteers with similar skills and duties. A record of accrued overtime shall be posted on a weekly basis. Accrued overtime hours will be zeroed-out at the end of each fiscal year.
- In the event of a violation, the effected employee shall receive the next opportunity for overtime.
- 14.11 When an employee refuses voluntary overtime, the hours offered shall be charged to the employee as if worked for equalization purposes.
- 14.12 Any employee called in to work other than time contiguous to the regularly scheduled hours of work, i.e., early reporting before the start of the regular work day and hours worked at the end of the regular work day, shall be paid a minimum of three (3) hours at one and one-half (1/2) times their regular hourly rate.

#### ARTICLE XV - HOLIDAYS

- 15.1 Paid Holidays for full-time employees will be observed as follows:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Friday Before Easter	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day After Christmas

Part-time employees will receive only the above holidays that fall on their regularly scheduled workday.

- 15.2 When a holiday falls on a Sunday, it will normally be observed on the following Monday. When a holiday falls on a Saturday, it will normally be observed on the preceding Friday.
- 15.3 If an employee wishes to take a day off for a religious holiday, he/she may either elect to take a vacation day, a personal day, or a day off without pay.

**ARTICLE XVI - VACATION**

- 16.1 All full-time employees, who work forty (40) hours or more per week, covered by the Agreement, shall be granted time off with pay for vacation leave according to the following schedule:

<u>Length of Service</u>	<u>Annual Vacation</u>
After One (1) Year Continuous Service	40 hours
After Two (2) Years	80 hours
After Five (5) Years	120 hours
After Fifteen (15) Years	160 hours

- 16.2 Employees who work less than 40 hours a week will have their vacation time modified by their regularly scheduled hours. For example – an employee regularly scheduled to work 20 hours a week who has completed Two (2) years of continuous service would receive (20 hours a week worked/40 hours a week for full time) \* 80 annual hours for a full time employee = 40 hours earned.
- 16.3 The Town may deny a vacation request due to operational needs or multiple employees requesting the same day(s) off.
- 16.4 On or before June 1st, an employee may express his/her preference, in writing, to the First Selectman or his/her designee for the scheduling of a vacation leave.
- 16.5 In the event of conflicting vacation dates, seniority shall be the determining factor. The First Selectman shall determine how many employees may be on vacation on a given date. Employees vacation dates submitted on or before June 1<sup>st</sup> are subject to change, provided the change does not conflict with any other employees vacation requests, and the employee provides at least two weeks' notice of the change.
- 16.6 Vacation leave may be taken in increments of not less than four (4) hours.
- 16.7 Any employee may take vacation days in conjunction with personal leave or holidays.

- 16.8 Upon voluntary resignation, in good standing, retirement, or death of any employee, the employee or the legal representative of his/her estate will be paid for all accrued vacation time at his/her current base rate of pay.
- 16.9 An employee may carryover up to ten (10) vacation days into the next contract year.

#### **ARTICLE XVII - LEAVE**

- 17.1 Sick Leave. All full-time employees covered by this Agreement shall accrue 1 sick day per month of employment. Part-time and season employees shall accrue 1 prorated sick day per month. Pro-rated sick days shall be based on the employees hours worked relative to full-time employees' hours. After six (6) months of active employment, probationary employees shall be allowed to utilize sick leave. Sick leave may be taken in one (1) hour increments.
- 17.2 Personal Leave: All full-time employees, who work (40) hours or more per week, shall be granted 4 personal days.
- 17.3 Employees will have the right to accumulate up to forty (40) days of sick leave.
- 17.4 An employee laid off shall retain accrued sick leave to his/her credit provided he/she returns to Town service on a permanent basis.
- 17.5 Funeral Leave: In the event of the death of an employee's spouse, child, mother, father, grandmother, grandfather, step family members and in-laws, said employee shall be permitted to take up to three (3) days of bereavement leave to attend the funeral. At the sole discretion of the First Selectman, an employee may be granted additional funeral leave, without pay. The decision of the First Selectman shall be final and shall not be a grievable matter by the employee or the Union.
- 17.6 Military Leave. The Employer will comply with the provisions of the Uniform Services Employment and Reemployment Act of 1994.
- 17.7 Jury Duty. Employees performing jury duty will be compensated by the Town for the difference between what is earned as a juror and the employee's regular week's pay, for a maximum period of five (5) days. Additional paid leave may be approved, at the sole discretion of the First Selectman. The decision of the First Selection shall not subject to the grievance and arbitration provisions provided herein.
- 17.8 Upon separation from service, employees shall be paid out for any remaining sick days.
- 17.9 All approved leave under this article shall count as time worked when determining overtime so long as the leave time does not occur on the same day as overtime is worked.

- 17.10 Each member of this bargaining unit will be released from one-half of his/her shift in order to attend one (1) Union picnic per year.

### ARTICLE XVIII - HEALTH INSURANCE

- 18.1 Change of Coverage. The Employer shall provide full time employees and their dependents substantially similar group health and hospitalization and short-term disability (STD) insurance coverage and benefits as existed in Employer's conventional insurance plan immediately prior to the signing of this agreement. Upon reasonable notice, the Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this agreement. The Employer will not be responsible for changes unilaterally imposed by an insurance provider so long as the Employer uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.
- 18.2 Co-Pay: Each employee shall be responsible for to contribute a percentage of the applicable conventional premium rate (COBRA rate) determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment. An employee may elect individual, two people, or family coverage. The employee shall have the following percentage deducted from his/her monthly 3 of the monthly conventional premium rate (COBRA rate) for individual, two person coverage, or family coverage, whichever they elect.

13%

- 18.3 Waiver of Coverage. Notwithstanding the above, full time employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above. Payment to those employees waiving such coverage shall be made in June of each year for the previous year in the amount of the premium saved by the Employer at the time of the waiver, because of said waiver, or the following schedule, whichever is less:

<u>Coverage</u>	<u>Payment</u>
Single	\$1,500
Family	\$2,500

- (a) When a change in an employee's status prompts the employee to resume Employer - provided insurance coverage, the written waiver may, upon written notice to the Employer, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Employer to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.



(b) Notice of intention to waive insurance coverage must be sent to the First Selectman not later than May 1st, to be effective on July 1st of each contract year. The election waiver coverage shall only be approved after the employee has provided the Employer with proof of alternative insurance coverage.

(c) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

18.4 Pre-Tax (§ 125). The Employer offers a pre-tax contribution option for employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses on a pre-tax, rather than an after-tax basis.

### **ARTICLE XIX- JOB DESCRIPTIONS**

19.1 Any newly created or revised job descriptions shall be subject to the Union's right to negotiate the impact, if any, of any mandatory/material change in a job description. After creating or revising a job description, the Town will provide an opportunity for the Union to have input into the process. The Union may request that the Town review and/or revise a job description.

### **ARTICLE XX - DISCIPLINE**

20.1 No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. Disciplinary actions shall follow this order:

- (a) Verbal warning;
- (b) Written warning;
- (c) Suspension; and
- (d) Discharge.

It is mutually understood and agreed by the Employer and the Union that deviation from the above order for disciplinary actions may be warranted in appropriate circumstances.

20.2 Notwithstanding the foregoing, in cases where an Employee is charged with a felony crime or a crime arising out of employment and the Employer determines that the charge(s) will be deleterious to or bring discredit to the Employer, he or she may place the employee on administrative leave, without pay.

### **ARTICLE XXI - UNIFORMS/CLOTHING/SHOES**

21.1 Each full-time and part-time employee shall receive reimbursement for appropriate ANSI approved footwear up to one hundred and fifty (\$150) and, effective 07/01/2021, one hundred and seventy-five (\$175) dollars annually.

- 21.2 Each full-time and part-time employee shall receive reimbursement for appropriate work clothing up to two hundred and fifty (\$250) and, effective 07/01/2021, three hundred (\$300) dollars annually.
- 21.3 Effective 07/01/2021, each full-time and part-time employee shall receive reimbursement for prescription eyewear up to one hundred and fifty (\$150) dollars annually.

**ARTICLE XXII - PERFORMANCE EVALUATIONS**

- 22.1 Performance Standards. The job performance of all bargaining unit employees may be evaluated on an annual basis, on their classification date, utilizing the following ratings and standards.

<b><u>RATING</u></b>	<b><u>DESCRIPTION</u></b>
BELOW STANDARD	Performance below acceptable standards for the position. Specific areas requiring improvement must be documented and an improvement plan developed.
MEETS STANDARD	Performance meets standards for the position.
ABOVE STANDARD	Performance consistently above the standards for the position. Specific examples of above standard performance must be documented.

- 22.2 The Town will make every effort to maintain uniform evaluation standards. *Performance ratings shall not be grievable beyond Step 3 of the grievance procedure.* However, the withholding of a step increase or the imposition of other disciplinary action resulting from a performance evaluation shall be fully grievable.
- 22.3 Employees receiving a performance rating of Below Standard shall be reevaluated in 3 months. If performance still is Below Standard, disciplinary action may be imposed for unacceptable job performance. Performance shall continue to be evaluated in three month intervals until the next annual performance rating. Employees who have received a rating of Below Standard shall not be eligible for a step increase until they receive a rating of Meets Standards or higher for two consecutive evaluation periods. The step increase shall not be retroactive. The employee's classification date will not change for the purpose of future step eligibility.

**ARTICLE XXIII - MISCELLANEOUS**

- 23.1 Volunteer Fire and Ambulance Duty. Any full-time employee who is a member of the Volunteer Fire Department or Volunteer Ambulance Association may be released from regularly scheduled work, upon approval by the First Selectman, at his/her sole discretion, without loss of pay or benefits to respond to emergencies. On any week when the aforementioned benefit is utilized, the employee will submit a report as to when and how long the employee was absent for emergency activity.

- 23.2 Mileage Reimbursement. Any employee authorized to drive his/her own vehicle for Town business shall be compensated at the IRS rate.
- 23.3 Meal Allowance. Any employee called to work two (2) hours prior to his/her regularly scheduled work hours or who works four (4) or more hours after his/her regularly scheduled work hours shall receive reimbursement up to eight dollars (\$8.00) for breakfast and fifteen dollars (\$15.00) for supper. Any employee not regularly scheduled to work who works around the lunch hour on weekends or any employee who works around the lunch hour on holidays, shall receive reimbursement for up to ten dollars (\$10.00) for lunch.
- 23.4 Retirement Benefits: The Town agrees to continue discussion and investigation into possible retirement plans for the bargaining unit. Should the Town get the necessary approval and/or funding to implement a pension plan, negotiations on pension would be reopened for the express purpose of clarifying the Boards pension obligations and establish contractual language on the subject.

#### **ARTICLE XXIV - DRUG AND ALCOHOL POLICY**

- 24.1 The Town shall maintain a drug and alcohol policy in accordance with state and federal law. Employees will be provided a copy of the policy upon hire and provided any updates to the policy prior to implementation. All employees covered under this agreement are the subject to the procedures outlined therein.

#### **ARTICLE XXV – CDL TRAINING**

- 25.1 The Town shall provide CDL training to any employee hired without a CDL license.

#### **ARTICLE XXVI - SUBCONTRACTING**

- 26.1 The Town has the right to subcontract any or all work performed by bargaining unit employees provided that this right shall not be used for the purpose or intention of undermining the Union. However, the Town will not initiate the contracting out of work normally performed by employees within the bargaining unit unless (1) bargaining unit employees who would normally perform the work are unavailable to do the work even with a reasonable amount of overtime or (2) the bargaining unit employees do not possess the required qualifications and skills to do the work in a qualified manner or would be unable to complete the work within the requisite time with a reasonable amount of overtime.

#### **ARTICLE XXVII - SCOPE OF AGREEMENT**

- 27.1 Duration. This Agreement shall be in effect and remain in effect through June 30, 2020, and during the period of negotiations for a new agreement as provided by statute. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to take part in any such collective bargaining session prior 150 days prior to the expiration of this agreement.

- 27.2 Headings. The paragraph captions used in this Agreement are included solely for convenience and shall not affect or be used in conjunction with the interpretation of this Agreement.
- 27.3 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding issued concurrently (or after) with this Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.
- 27.4 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. The parties shall immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

**WAGE SCHEDULE - 7/1/20**

<u>POSITION</u>	<u>EXISTING RATE</u>	<u>START</u> <u>85%</u>	<u>AFTER</u> <u>YEAR</u> <u>ONE</u> <u>90%</u>	<u>AFTER</u> <u>YEAR</u> <u>TWO</u> <u>95%</u>	<u>AFTER</u> <u>YEAR</u> <u>THREE</u> <u>100%</u>
FOREMAN	\$29.49	\$25.57	\$27.07	\$28.58	\$30.08
ASSISTANT FOREMAN	\$27.50	\$23.84	\$25.25	\$26.65	\$28.05
DRIVER/LABORER	\$25.29	\$21.93	\$23.22	\$24.51	\$25.80
PART TIME DRIVER/LABORER	\$23.52	\$20.39	\$21.59	\$22.79	\$23.99
TRANSFER STATION SUPERINTENDENT	\$17.93	\$15.55	\$16.46	\$17.37	\$18.29
TRANSFER STATION WORKER	\$17.36	\$15.05	\$15.94	\$16.82	\$17.71

**WAGE SCHEDULE - 7/1/21**

<u>POSITION</u>	<u>EXISTING RATE</u>	<u>START</u> <u>85%</u>	<u>AFTER</u> <u>YEAR ONE</u> <u>90%</u>	<u>AFTER</u> <u>YEAR TWO</u> <u>95%</u>	<u>AFTER</u> <u>YEAR THREE</u> <u>100%</u>
FOREMAN	\$30.08	\$26.08	\$27.61	\$29.15	\$30.68
ASSISTANT FOREMAN	\$28.05	\$24.32	\$25.75	\$27.18	\$28.61
DRIVER/LABORER	\$25.80	\$22.36	\$23.68	\$25.00	\$26.31
PART TIME DRIVER/LABORER	\$23.99	\$20.80	\$22.02	\$23.25	\$24.47

TRANSFER STATION SUPERINTENDENT	\$18.29	\$15.86	\$16.79	\$17.72	\$18.65
TRANSFER STATION WORKER	\$17.71	\$15.35	\$16.26	\$17.16	\$18.06

**WAGE SCHEDULE - 2021**

POSITION	EXISTING RATE	START	AFTER	AFTER	AFTER
		85%	YEAR ONE 90%	YEAR TWO 95%	YEAR THREE 100%
FOREMAN	\$30.68	\$26.60	\$28.17	\$29.73	\$31.30
ASSISTANT FOREMAN	\$28.61	\$24.81	\$26.26	\$27.72	\$29.18
DRIVER/LABORER	\$26.31	\$22.81	\$24.15	\$25.50	\$26.84
PART TIME DRIVER/LABORER	\$24.47	\$21.22	\$22.46	\$23.71	\$24.96
TRANSFER STATION SUPERINTENDENT	\$18.65	\$16.17	\$17.12	\$18.08	\$19.03
TRANSFER STATION WORKER	\$18.06	\$15.66	\$16.58	\$17.50	\$18.42

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the date written below and have duly executed this Agreement.

Town of Sprague

Municipal Employees Union Independent

BY: Cheryl Blanchard  
Cheryl Blanchard  
First Selectman

BY: Thomas Girard  
Thomas Girard  
Union Steward, MEUI Local 506

DATE: 04/26/2021

DATE: 04/26/21

BY: Theo Horesco  
Theo Horesco

Staff Representative, MEUI

DATE: 04/26/2021

