

TOWN OF STAFFORD

AND THE

MUNICIPAL EMPLOYEES UNION

INDEPENDENT

July 1, 2021-June 30, 2024

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PREAMBLE

This Agreement is made and entered into by and between the Town of Stafford (hereinafter referred to as the "Town") and the Municipal Employees Union Independent (hereinafter referred to as the "Union").

ARTICLE 1- RECOGNITION

Section One. The Town of Stafford herein recognizes the Municipal Employees Union Independent as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment for all highway/parks/transfer station and permanent part-time employees of the Town of Stafford, excluding the Public Works Director, Superintendent of Public Works and Supervisors as defined by the Municipal Employee Relations Act.

Section Two. Whenever the word "Town" is used in the Agreement, it shall mean the Town of Stafford. Likewise, when the word "Union" is used, it shall mean the Municipal Employees Union. When the word "employee" is used, it shall mean employee in the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

Section One. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- c) To discontinue processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the Town's operations:
- e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relive employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of

discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- g) To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h) To establish contracts or subcontracts for municipal operations provided that this right shall not be used for the purpose of laying off current employees in the bargaining unit.
- i) To create job specifications and revise existing job specifications, subject to the Union's right to challenge the accuracy of the new or revised job specification or the propriety of the assigned wage rate, through the grievance procedure.
- j) Supervisory personnel (including the Director of Public Works) shall be able to actually perform the bargaining unit work of employees engaged in maintenance road construction, snow/ice removal and other Public Works projects for the Town of Stafford. This shall in no way be for the purpose of keeping overtime from MEUI members or keeping MEUI members from operating or learning to operate said equipment. The Town agrees to train MEUI members. Such training will be monitored by the Director of Public Works or his designee and the MEUI shop steward. However, a supervisor (including the Director of Public Works) can perform bargaining unit work prior to calling in a MEIU member if said work is diminimus, meaning it will take no more than fifteen (15) minutes to complete.

ARTICLE 3 - NONDISCRIMINATION

The Town and the Union agree not to discriminate against any employee or group or employees on any basis prohibited by state or federal law.

A charge of discrimination that can be processed before the CHRO or the EEOC shall be processed up to and including Step II of the Grievance Procedure. However, said grievance shall not thereafter be processed to arbitration.

ARTICLE 4 - UNION RIGHTS

Section One. Upon receipt of an employee's signed authorization to deduct membership dues, the Town agrees to deduct from the pay of the employee an amount established and periodically adjusted by the Union. Such deduction shall continue unless the Town is notified in writing that the employee is no longer a member of the Union and no longer voluntarily agrees to have dues deducted from his/her pay.

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

Section Three. The deduction of Union dues for any month shall be made on a monthly 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 Four. No dues will be deducted from an employee who is out of work and who has exhausted accumulated sick leave or while collecting Workers' Compensation.

Section Five. The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability, including attorney's fees that shall arise out of the administration or enforcement of this Article.

Section Six. The Town agrees to provide space on a bulletin board in a central location for the exclusive use of the Union. The bulletin board space shall be for Union information only.

Section Seven. Under usual circumstances, union business shall be conducted during non-working hours. Upon advance notification to the Director of Public Works, however, union staff representatives shall have reasonable access to work sites to investigate, process or discuss grievances, provided such access does not interfere with Town operations. The Town reserves the right to ask union staff representatives to reschedule their visits at a more convenient time to the Town. One Union steward or officer shall be allowed reasonable time with pay for grievance meetings and hearings with the Town that cannot be scheduled outside of the working day.

Section Eight. The Town shall provide each member of the bargaining unit a copy of this contract within thirty (30) days of its signing. Likewise, the Town agrees to provide a copy of the Contract to all new bargaining unit members within one week of their date of initial hire.

Section Nine. The Union may use a Town facility designated by the First Selectman for Union meetings on non-working time, as long as the Union gives 48 hours' notice.

Section Ten. The Town will acknowledge the Union-designated steward and/or staff representatives in the processing of grievances and the administration of the contract.

ARTICLE 5 - PRIOR RIGHTS AND BENEFITS

Section One. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the entire understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section Two. It is the intent of the parties that the provisions of this Agreement will supersede all prior Agreements, understandings and practices, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

ARTICLE 6 - SENIORITY

Section One. Seniority shall be defined as continuous length of full time service with the Town including all authorized paid leave, providing the employee returns to work immediately at the conclusion of such leave, but excluding any unpaid leave. (Persons employed by the town on or before July 1, 1994 shall have their years of Town service counted toward seniority if they transfer into the bargaining unit.)

The Town shall prepare a list of all employees covered by this Agreement showing their seniority in the length of service and deliver the same to the Union office by July 1 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 (6) months. Upon completion of this probationary period, the name of the new employee shall be added to the seniority list, his/her time commencing on the date of his/her employment.

Days lost during the probationary period for any reason shall not be counted as employment for purposes of computing the probationary period.

Section Two. Until expiration of the probationary period of the first six (6) months of work (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.

However, if requested, an employee who does not successfully complete his/her probationary period shall be entitled to a conference with the First Selectman to discuss reasons for the termination. The Town, as a matter of right, may extend the probationary period for an additional twenty (20) working days.

Section Three. The name of the Steward shall be provided to the Town in writing. A Union Steward who has successfully completed probation and has served as steward for at least six months shall be deemed to have the highest seniority for the purposes of layoff.

Section Four.

An employee's seniority shall be lost when (s)he:

- (1) terminates voluntarily;
- (2) is discharged for cause;
- (3) fails to report to work within fourteen (14) calendar days after receipt of notice of recall directed to his/her last known address;
- (4) fails to report to work upon the termination of a FMLA leave;
- (5) is absent from work for a period of three (3) consecutive work days without proper notification of absence to the Employer;

- (6) if the employee is absent as a result of illness, accident or injury on the job for a period in excess of six (6) months and the employer has provided the employee with notice of at least one (1) week prior to the expiration of the six (6) months; or
- (7) is laid off in excess of contractual recall rights.

An employee whose seniority is lost for any of the reasons outlined in this paragraph, shall be considered as a new employee if (s)he is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

ARTICLE 7 - VACANCIES

Section One. A job vacancy is defined as a vacant or new bargaining unit position the Town seeks to fill.

Section Two. Prior to filling any vacancy, the employer shall first send notice of any such vacancy to the Union and shall concurrently post a notice of the vacancy on the bulletin board it ordinarily uses to notify bargaining unit employees. Such notice shall be posted for not less than seven (7) calendar days. The position may be filled on a temporary basis during the period of time it takes to fill the vacancy.

Section Three. Prior to any outside recruitment, each vacancy shall be filled from among qualified applicants within the bargaining unit (by skill, ability, past work performance based upon the applicant's personnel file, interview for the position, leadership ability, education and/or certification, and physical fitness to perform the job). A physician chosen by the Town must examine an applicant in order to determine the applicant is not physically fit to perform the job. Determination of "qualified" shall be made by the appropriate authority under the circumstances (department head, supervisor, human resources director or First Selectman). The determination of "qualified" shall not be made in an arbitrary and capricious manner.

Qualified part-time employees are eligible to apply for full time vacancies and shall be given consideration but not automatic preference over outside recruitment.

Section Four. If qualifications are equal, as defined above in Section Three, vacancies shall be filled on the basis of greater seniority

Section Five. An employee who is promoted shall receive the rate of pay for the higher classification effective the first day of the promotion.

Section Six. Notwithstanding any other provisions of this agreement, an employee may be trained to qualify for a higher position without any additional compensation provided such training does not exceed more than fifty percent of such employee's work time for no more than 40 working days.

ARTICLE 8 - TRANSFERS

Section One. A transfer is defined a change in an employee's job location or job assignment. The

Public Works Director or his designee may transfer/assign employees to different job locations based upon the operational needs of the Town. The decisions regarding transfers/assignments will not be made in an arbitrary and capricious manner.

ARTICLE 9 - HOURS OF WORK

Section One. The standard work week for full-time employees is forty (40) hours and currently is as follows:

Highway Employees	6:00 AM-4:30 P.M	Monday-Thursday
Parks Employees	6:00 AM-4:30 P.M.	Monday-Thursday
Transfer Station Employees	7:00 AM-4:30 P.M.	Wednesday-Saturday*

* Transfer Station employees work a flex schedule

With thirty (30) calendar days advance notice to employees, the Town may change the schedules listed above to a five (5) day forty (40) hour work schedule. The Union's Staff Representative will be notified of the change prior to bargaining unit employees.

Either the Town or the Union may propose a summer schedule by May 1 of each year. Neither party, however, is obligated to consider or negotiate a summer work schedule.

Section Two. Each employee shall be entitled to an unpaid thirty (30) minute lunch break at the work site at a mutually convenient time. Travel time is included in the thirty (30) minute lunch break.

Normally, the lunch break will be from 12:00 noon to 12:30 p.m., but may on occasion be adjusted up to a half hour in either direction if the work situation warrants.

Section Three. Each employee shall be entitled to a fifteen minute break at the work site scheduled near the middle of each half of the shift.

Section Four. Employees shall be paid at the rate of two (2) times their regular base pay for all hours worked on observed holidays, (except for the day after Thanksgiving), and for any work on Sunday (unless Sunday is part of the employee's normal workweek). Time and one-half (1 ½) shall be paid for all work performed in excess of forty (40) hours worked in an employee's regularly scheduled workweek; sick time will not count as hours worked. Work performed on a Saturday will be paid at the rate of time and one-half (1 ½) unless Saturday is part of the employee's normal workweek.

Section Five.

Landfill employees who normally have Saturdays off as part of their regular work schedule shall be paid at the rate of two times their regular base rate for any hours worked on Saturday.

ARTICLE 10 - LAYOFF AND RECALL

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

Section Two. Prior to laying off full-time employees, the Town shall lay off all probationary employees first.

Part-time employees shall be laid off prior to full-time employees, and shall not have the right to bump full-time employees.

Part-time employees shall have recall rights for part-time positions but not for full-time positions.

Section Three. Prior to reducing the work force, the Town shall consult with the Union to discuss possible alternatives.

Section Four. When it becomes necessary for the Town to reduce the work force, the Town shall give not less than three weeks written notice to the affected employee.

Section Five. Employees with the least seniority within the classification in which reductions are to be made shall be laid off first. Employees to be laid off in one classification shall have the right to displace a less senior employee in a lower classification, provided that the employee has the demonstrated ability to perform the job requirements of such lower classification without the need of any training.

An employee may choose a layoff rather than placement in a lower classification. Employees choosing to displace an employee in a lower classification shall receive the same rate of pay as was received by the displaced employee.

Section Six. Employees on layoff shall retain recall rights for a period of twenty months from the date of layoff. Laid off employees with the most seniority shall be recalled first, provided they have the demonstrated ability to perform the job requirements of the position being filled. Employees on layoff are required to maintain their current mailing address on file with the Town. Recall letters will be sent by certified mail to the address on file.

Refusal by a laid off employee to accept recall to a position in a comparable classification from which originally laid off shall result in the loss of any further recall rights. Failure to respond to a recall notice within 10 working days from its date will be construed as a refusal to accept recall.

ARTICLE 11 - JOB DESCRIPTIONS

Section One. In the event the Town makes substantial changes to existing job descriptions or creates a new bargaining unit position, it shall negotiate the salary impact of these changes with the Union.

ARTICLE 12 - PERSONNEL RECORDS

Section One. An employee, at a time convenient to the Town, shall 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 affected employee.

Section Two. No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has an opportunity to sign it indicating receipt of such material. If the employee refused to sign, a Union Steward or Staff Representative will sign the document indicating that the employee received the document. The Union Steward or Staff Representative will be provided with a copy of the document at the time of signing.

Section Three. An employee may file a timely rebuttal to negative or derogatory material placed in his/her personnel file.

ARTICLE 13 - SICK LEAVE

Section One. Effective July 1, 2008, an employee hired who has completed his/her probationary period shall earn sick time at a rate of twelve (12) hours per month from the date of hire, with the total not to be more than 1,000 accumulated hours. Employees hired after July 1, 2012 who have completed their probationary period shall earn sick time at the rate of eight (8) hours per month from their date of hire with the total accrual not to exceed 1,000 accumulated hours. Employees may use sick leave as accrued in accordance with Section 2.

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 less than forty hours shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records.

Note: Employees who have been granted a leave of absence shall be given the right to pay at their own expense for the fringe benefits available to all employees covered under this contract.

Section Two. Sick leave, which will be taken for a minimum of four (4) hour increments*, may be used in the following cases:

- (a) Personal illness;
- (b) Enforced quarantine of the employee in accordance with community health regulations;
- (c) Illness of an immediate family member (spouse, mother, father, children, brother; sister) provided the employee submits documentation from a physician, if requested, that the family member requires care so as to necessitate the employee's presence. Only five (5) days per year to be used for this purpose;
- (d) In the event of death in the immediate family, no more than three (3) working days leave with pay shall be granted for each occurrence. Immediate family

means husband, wife, father, mother, father-in-law, mother-in-law, grandparent, grandchild, sister, brother or child and also any relative who is domiciled in the employee's household. Special funeral days may be given at the discretion of the First Selectman. In the event of the death of a brother-in-law or sister-in-law, one working day with pay shall be granted for each occurrence.

* Except that an employee who is unable to schedule a doctor's appointment during non-working hours may use sick leave in less than four (4) hour increments if he submits documentation from his physician regarding the purpose of his visit and a statement that the employee was not able to get an appointment during non-working hours.

Section Three. Medical Certificates may be required in the discretion of the First Selectman or his designee to substantiate a request for sick leave for the following reasons:

1. Any period of absence consisting of more than three (3) consecutive working days;
2. To support request for sick leave of any duration during vacation;
3. Leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified that a certificate will be required.
4. Leave of any duration when evidence indicates reasonable cause of requiring such a certificate.
5. The Board of Selectmen or the appointing authority may provide a physician, at its own cost for the amount not covered by the employee's insurance, to make a further examination.

In reviewing an employee's record to determine whether the employee is excessively using sick leave, the employer shall consider all of the following factors:

1. Number of days taken;
2. Number of occurrences;
3. Patterns of usage;
4. The employee's past record;
5. Possible extenuating circumstances.

An occasion of sick leave is defined as any one continuous period of absence for the same reason. However, if an employee must have a series of medical or dental appointments to treat a single illness or injury, or as a follow-up to surgery, the series shall be considered one occasion of absence of absence provided that:

1. The employee provides a statement from the physician that treatment program is required and indicating the expected number of visits;
2. Advance notice of the appointments is given to employee's supervisor.

Prior to taking steps to restrict an employee's use of sick leave, the employer shall first counsel the employee and issue written notice of such counseling.

An employee who has been counseled and who continues to make excessive use of sick leave may be required to produce an acceptable medical certificate to substantiate the need for sick leave, provided the employee has been notified in writing of such requirement and fails to produce an acceptable medical certificate, he/she shall be charged with unauthorized leave of absence without pay.

The employer shall review the attendance record of the employee who has been placed on a medical certificate requirement status after a nine month period of time.

This review shall be conducted to determine whether the medical certificate requirement shall be rescinded. Any dispute arising from denial shall be grievable through the Arbitration Step of the grievance procedure, provided that the burden shall be upon the employee to show marked improvement in his/her attendance and that said improved attendance has risen to a satisfactory level.

Section Four. Employees may contribute accrued but unused sick time to a co-worker who has a serious injury or illness that is not work-related and that requires continuous absence from work. Serious illness or injury is defined as a condition or combination of conditions affecting the mental or physical health of the employee. Employees receiving accrued sick time from an employee may not receive more than sixty (60) additional sick days in a five (5) year period. The Board of Selectmen shall make the decision regarding whether an employee can receive additional sick time and said decision shall not be subject to the grievance procedure. In making the decision, the board will consider the employee's past use of sick leave.

Section Five. Nothing herein shall be construed so as to prohibit an employee from requesting additional paid sick leave from the Board of Selectman in exceptional cases when all accumulated sick time is used. If additional sick leave is granted under the provisions of this section, it shall be charged to the employee's future accumulation of paid sick leave.

Section Six. Upon retirement or resignation in good standing, employees who have completed at least five years of service shall receive payment at their regular base rate of pay for 50% of their unused accumulated sick leave, up to a maximum of 400 hours. Employees hired after July 1, 2012, shall not be eligible for payment of accumulated sick leave upon retirement or resignation in good standing.

ARTICLE 14 - VACATIONS

Section One. An employee who regularly works forty (40) hours per week shall earn vacation as follows, said vacation to be used the following July 1st to June 30th.

From their date of hire through June 30th - 6.67 hours per month

The July following an employees' anniversary date of hire after one year of service, shall receive 80.00 hours per year.

The July following an employees' anniversary date of hire after five years of service, shall receive 120 hours per year. Employees hired after July 1, 2012 shall receive 80 hours per year.

The July following an employees' anniversary date of hire after ten years of service shall receive 160 hours per year. Employees hired after July 1, 2012 shall receive 120 hours per year.

The July following an employee's anniversary date of hire after eleven (11) years of service, shall receive—164 hours per year, and thereafter in succeeding years shall receive an additional four (4) hours per year up to a maximum of 200 hours per year after twenty (20) years of service. Employees hired after July 1, 2012 shall be capped at 164 hours per year.

Any adjustments to an employee's monthly accrual of vacation shall be effective either July 1, following his/her anniversary date. All fractions of hours shall be rounded off on June 30 of each year. Any employee regularly working less than forty hours per week shall have their vacation schedule adjusted proportionately.

Section Two. Earned vacation hours must be used by June 30th, except that employees may carry over to the next fiscal year (July 1-June 30) no more than 40 earned vacation hours, to be used during the same fiscal year as carried over.

Section Three. All vacation time must be approved at least two (2) workdays in advance by the First Selectman or his designee. With the approval of the First Selectman or his designee, vacation may be taken in minimum units of a half day with two days advance notice.

Section Four. By March 1 of each year, employees shall bid their vacation schedule on the basis of seniority; vacation shall be awarded based upon the needs of the Town; a decision to deny vacation requests shall not be made in an arbitrary or capricious manner. After March 1, an employee may only take vacation time with the approval of the First Selectman or his designee. Between November 15 and April 15, no more than one (1) employee may be on vacation at any given time.

Section Five. Upon resignation in good standing or retirement, each employee will be paid for unused vacation at his/her current base rate of pay.

ARTICLE 15 - PERSONAL LEAVE

Each employee shall receive four (4) personal leave of absence days each fiscal year. Use of personal leave days shall be for the purpose of conducting personal business but may not be taken the day before or after a holiday. However, the holiday restriction may be waived by the First Selectman, in writing. Except in an emergency, notice for use of personal days must be given at least 24 hours in advance. Personal leave days may not be accumulated, but, upon termination in good standing or retirement, employees shall be paid for unused personal leave up to a maximum of two (2) days. Employees hired after July 1, 2012, shall receive two (2) personal leave of absence days each fiscal year. Effective upon execution, in fiscal year 2021-2022, employees hired after July 1, 2012, shall receive three (3) personal leave of absence days. Effective July 1, 2022, employees hired after July 1, 2012, shall receive shall receive four (4) personal leave of absence

days each fiscal year.

ARTICLE 16 – STAFFORD VOLUNTEER FIRE/AMBULANCE

A bargaining unit member of the Stafford Volunteer Fire Department and/or the Stafford Volunteer Ambulance Service may be released from work, with the approval of the Director of Public Works or his designee and without loss of pay if during her/his regular work hours, for catastrophic fires/situations. The Town shall only be required to compensate the employee up to the amount of time remaining on the employee's shift. However, the employee must return to work after addressing the catastrophic fire/situation if his shift with the Town has not ended. If the employee is released from work for a catastrophic fire/situation while working overtime for the Town, the employee shall be paid up until the time s/he leaves work to attend to the catastrophic fire/situation.

ARTICLE 17 - LEAVE BALANCES

Section One. The Town shall notify each employee of his/her leave balance on his/her paycheck.

ARTICLE 18 - HOLIDAYS

New Year's Day (Jan. 1)
Independence Day
Columbus Day
Thanksgiving Day
Christmas (Dec. 25)
Martin Luther King Day
Good Friday
Memorial Day
Labor Day
Veterans Day
Day after Thanksgiving
President's Day

- a) While employees are working a four (4) day workweek (Monday through Thursday), if a holiday falls on a Friday or a Saturday, employees will be given a floating holiday to be taken at a mutually agreeable time based upon the operational needs of the Town. If a holiday falls on a Sunday, the following Monday will be recognized as the contractual holiday.

While employees are working a five (5) day workweek, holidays falling on Saturday shall be celebrated on Friday. Holidays falling on Sunday shall be celebrated on Monday.

- b) Except for use of an approved vacation day or a sick day documented by a doctor's certificate, an employee must work the day before and the day after a holiday in order to receive holiday pay.

- c) When a holiday occurs during an approved vacation, such holiday shall not be charged against the employee's earned vacation time, and the employee shall be given a day off at a time mutually agreeable to the employees and the Director of Public Works or his designee.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section One. 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 this Agreement.

Section Two. Format. Grievances shall be filed on mutually agreed forms which specify

- (a) facts,
- (b) the issue,
- (c) date of alleged violation,
- (d) contract section violated,
- (e) the remedy or relief sought. A grievance may be amended up to and including Step II 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, provided that, if a grievance is not submitted on a timely basis to a higher step, it shall be deemed settled on the basis of the answer in the last step considered. Failure by an administrator or the Town to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section Four.

Step I. A grievance may be submitted within the fifteen (15) day period specified in section three to the employee's first supervisor in the chain of command who is outside the bargaining unit. Such supervisor shall meet with the Union representative and the grievant, and issue a written response within ten (10) days after submission of the grievance.

Step II. First Selectman. If no satisfactory resolution arises, the grievance may be submitted within five (5) days thereafter to the First Selectman who will meet to discuss the grievance further. The First Selectman shall meet and answer the grievance in writing within ten (10) working days.

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

Arbitration. If the grievance shall not have been disposed of to the satisfaction of the aggrieved and if it concerns the interpretation or application of any of the provisions of this Agreement, either the Town or the Union may submit it to the State Board of Mediation and Arbitration within thirty (30) calendar days, with notice to the other party, and the decision rendered by the Arbitrator or Arbitrators shall be binding upon all parties as provided by law. The Arbitrator(s) shall be bound by and shall apply only the terms of the Agreement and shall not add to, delete from, or modify this Agreement in any way. The Arbitrator's decision shall be in writing and in accordance with

the rules and regulations of the Connecticut State Board of Mediation and Arbitration. The Arbitrator(s) shall arbitrate only one (1) grievance at a time unless otherwise agreed.

The Arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.

ARTICLE 20 - INSURANCE BENEFITS

1. The Town shall provide the following insurance for you and your dependents, where applicable. Dependent benefits are only extended to spouses, children and full-time students. Same sex unions of any nature are not eligible for benefits.
 2. Group Term Life Insurance: \$100,000 with accidental death & dismemberment for each employee. Upon termination, the employee may request a conversion of their life insurance to a private plan at the employee's expense.
 3. Medical: Effective July 1, 2016, you will be provided with the Connecticut Partnership Health Care Plan. If an employee (or spouse or dependent(s)) do not comply with the wellness provisions/requirements of the plan, known as the Health Enhancement Program ("HEP"), (s)he will be responsible for penalties issued for noncompliance. Currently non-compliant households are subject to an additional \$100 premium per month as well as a \$350 individual/\$1,400 family deductible attached to their medical plan.
1. Dental: You have the option of selecting either the Full Service or the Flex dental plan.
 2. Premium Share: Effective July 1, 2017, employees shall contribute by bi-weekly payroll deduction thirteen percent (13%) towards the cost of the Connecticut Partnership Plan. Effective July 1, 2020, employees shall contribute by bi-weekly payroll deduction fourteen (14%) towards the cost of the Connecticut Partnership Plan. Effective July 1, 2021, employees shall continue to contribute by bi-weekly payroll deduction fourteen (14%) percent towards the cost of the Connecticut Partnership Plan. Effective July 1, 2022, employees shall contribute

by bi-weekly payroll deduction fifteen percent (15%) towards the cost of the Connecticut Partnership Plan. Effective July 1, 2023, employees shall contribute by bi-weekly payroll deduction fifteen and on-half percent (15.5%) towards the cost of the Connecticut Partnership Plan.

3. Voluntary Waiver of Health Insurance Coverage

- a) In the event of spousal coverage and to avoid duplication of benefits, any Town employee may elect on a completely voluntary basis to waive the Town approved Health/Dental insurance coverage. Town employees electing to do so shall sign a voluntary waiver of coverage form prior to the beginning of the plan anniversary of the insurance contract, provided they furnish satisfactory proof of comparable coverage elsewhere.
- b) In consideration of such voluntary waiver of the entitled insurance coverage, the Town will pay \$2,000 for those employees eligible for the Family Plan, \$1,800 for those eligible for the two (2) person plan and \$1,500 for those eligible for the single coverage.
- c) In consideration of such voluntary waiver of the entitled insurance coverage, the Town will pay \$2,000 for those employees eligible for the Family Plan, \$1,800 for those eligible for the two (2) person plan and \$1,500 for those eligible for the single coverage. Employees who waive insurance coverage will receive ½ of the applicable amount owed in January and the remaining ½ in June.
- d) If at a future date coverage is lost due to involuntary termination of spouse's employment, and/or termination of the plan by the spouse's plan sponsor, the employee may revoke his/her insurance waiver by notifying the first selectman in writing. Upon receipt of such notification, the first selectman will contact the applicable insurance carriers and request reinstatement of the employee's insurance coverage. Any waiver money will be returned on a prorated basis.
- e) The availability of the Group/Medical/Dental insurance coverage waiver and the reinstatement of any of these benefits are subject to the terms of the Town's insurance policies prevailing at the time the employee seeks payment in lieu of insurance or reinstatement. Additionally, this waiver is contingent upon no additional cost being assessed against the Town above the normal group rate as a result of an employee's exercise of his/her options under this section. At no time shall the Town be deemed a self-insurer.

7. Change of Carriers: "The Town shall have the right to change insurance plans and/or carriers and/or self-insure, in whole or in part, in order to provide the insurance coverage set forth above, provided that the plan(s) which result(s) from change in carriers and/or self-insurance will not result in an overall reduction of benefits."

ARTICLE 21 - UNIFORMS AND EQUIPMENT

Section One. The Town shall supply foul weather gear which must be worn by employees while

exposed to severe weather. The Town shall also supply uniforms to employees which must be worn while working. Upon the second (2nd) pay period of the month of July, each employee shall be reimbursed up to \$200.00 per fiscal year for OSHA approved safety shoes or boots, in a timely manner upon submission to the finance office of an original receipt. The Town must approve the type of OSHA approved safety shoes or boots purchased and such boots must be worn by all employees. The Town will make reasonable arrangements for employees to purchase work boots directly from vendors at reduced costs.

Section Two. The wearing of shorts will be permitted on jobs (not on flagging) at the discretion of the foreman during the period of summer hours (Memorial Day to Labor Day) subject to the following conditions:

- (a) Shorts must be blue “Dickies” or comparable brand knee length and hemmed (no cut-offs)
- (b) Employees must have long pants available at all times in order to change per order of supervisor.
- (c) Shorts to be supplied by the employees, not the Town.

ARTICLE 22 - WAGES

Section One. Wage scales will be calculated as follows: Upon execution of this Agreement for employees on the payroll, 2% increase retroactive to July 1, 2021. Effective July 1, 2022, employees on the payroll shall receive a 2.25% increase. Effective July 1, 2023, employees on the payroll shall receive a 2.25% increase. Wages are attached as Appendix A.

Crew Leaders

The Director of Public Works or his designee can, in his discretion, assign an employee to work as a crew leader.

Effective July 1, 2017, a crew leader will receive an hourly rate of pay that is \$1.00 more than a laborer/driver.

Section Two. The salary schedule, rates of pay and classifications of the present employees attached as Appendix A shall be a part of this agreement.

Section Three. Recognition for continuous employment with Town of Stafford shall be as follows, payable the first pay day in November:

5 years	\$700	13 years	\$1,020
6 years	\$740	14 years	\$1,060
7 years	\$780	15 years	\$1,100
8 years	\$820	16 years	\$1,140
9 years	\$860	17 years	\$1,180
10 years	\$900	18 years	\$1,220
11 years	\$940	19 years	\$1,260
12 years	\$980	20 years	\$1,300

Employees hired after July 1, 2012 shall not be entitled to longevity payments.

ARTICLE 23 - DISCIPLINARY ACTION

Section One. "Disciplinary action" as used in this article shall be defined as limited to verbal warning, written warning, suspension, demotion 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.

Section Four. An employee must be notified prior to being suspended or dismissed. The Employer shall notify the Union in writing of any suspension or dismissal concurrent with written notice to the employee.

Section Five. An employee is entitled to Union representation on disciplinary matters in accordance with state law.

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

ARTICLE 24 - SAVINGS CLAUSE

Section One. If any sections, 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 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.

ARTICLE 25 - UNION BUSINESS

Upon reasonable advance notice, the Town shall allow the Union President or his designee two days per year with pay to attend a Union convention or training session.

ARTICLE 26 - EMPLOYEE EXPENSE

Employees who are authorized in advance to use their own vehicles for Town business shall be entitled to compensation at the applicable IRS rate.

ARTICLE 27 - SCHEDULED AND UNSCHEDULED OVERTIME

Section One. Scheduled overtime shall be that which is determined by the Town to be necessary for the timely completion of regular work in process. Unscheduled overtime will be distributed by division based upon the skills needed to perform the overtime work as determined by the Director of Public Works or his designee.

Section Two. Unscheduled overtime shall be that which is required in the event of storms or other natural or man-made disasters. When unscheduled overtime is required, employees will be called in by the appropriate supervisor or held over as necessary based upon a determination of the Director of Public Works or his designee as to the number of employees needed and the skills needed to perform the overtime work. Employees must report to work within thirty (30) minutes of being notified if called-in after their normal working hours, or if located outside of a thirty (30) minute radius, an additional fifteen (15) minutes will be provided, if necessary.

Section Three. The Town shall continue the practice of providing reasonable paid meal periods for extended snow removal and emergency operations.

Section Four. An employee engaged in extended work or snow plowing operations shall be entitled to a three hour rest break on Town premises or at home, without loss of pay or benefits, at a time determined by the highway Superintendent, provided that such break shall be provided after fourteen hours of continuous work and provided that the employee is told that he will be called back to work after the three hour rest break. Meal times will be counted as time worked toward the fourteen hours.

Section Five. Each employee is expected to be available for unscheduled overtime.

Section Six. The Town reserves the right to determine manpower needs in cases of weather or other emergencies. Prior to utilizing outside contractors, however, all available and qualified employees must be called in to work.

Section Seven. Subject to the provisions of the overtime section, voluntary overtime shall be distributed by the division the employee works and the skills needed to perform the overtime assignment, as determined by the Director of Public Works or his designee.

When there are insufficient volunteers for voluntary overtime, the Employer reserves the right to assign such overtime to employees based upon the division the employee works and the skills needed to perform the overtime assignment, as determined by the Director of Public Works or his designee.

The Town shall keep up-to-date overtime records by Division in an area accessible to the employees.

Section Eight. Call-in/Recall. An employee who is required to report for work on an overtime basis shall receive a minimum of two hours pay; during a Call-in/Recall, employees will be assigned to work by the Director of Public Works or his designee.

An employee who is recalled, within two hours after being released from work shall be considered on continuous work and shall be paid for such time as if never released.

Section Nine. When the Town determines that three or more pieces of heavy equipment are needed for an operation, at least one mechanic will also be called in to work, however, if one of the employees already called in is a mechanic that would prevent the need to call in another mechanic.

ARTICLE 28 - RETIREMENT

The current pension plan shall remain in effect for bargaining unit employees, except for employees hired on or after July 1, 2012, as set forth below.

Prior Military Service will be counted as additional years of service for retirement purposes, subject to the following restrictions:

- a) The Military service must be of a minimum 2-years duration;
- b) Military service may not be used to attain the minimum years of service for retirement eligibility;
- c) No more than four years additional service credit shall be granted to any employee.

The Town will provide a copy of the Pension Plan to each member of the bargaining unit and shall include a yearly summary of accrued and projected benefits as soon as the Town receives this information from its actuaries.

Death Benefits. (Pension Plan, Section 4.10) If a Participant dies while an employee, after completing 6 years of service, the Participant's spouse or beneficiary will receive 50 times the Participant's Accrued Monthly Benefit Unused vacation, sick, and personal leave shall not be paid to the employee's beneficiary/estate.

Employees hired after July 1, 2012 shall not be Participants in the Town's Pension Plan. Rather, said employees will have the option of participating in a defined contribution plan. However, employees hired after ratification and approval of this Agreement September 18, 2018 shall participate in a defined contribution plan and contribute a 2%, 4% or 6% of his/her base pay. Employee hired after ratification and approval of this Agreement that expires on June 30, 2021, shall participate in a defined contribution plan and contribute 4% or 6% of his/her base salary. The Town will match fifty percent (50%) of an employee's contributions during the fiscal year up to a maximum of six percent (6%) of the employee's base pay.

ARTICLE 29 - MILITARY LEAVE

Military leave shall be granted in accordance with Federal and Connecticut State Statutes.

ARTICLE 30 - NO STRIKE/LOCKOUT

Section One. Employees in the bargaining unit, in accordance with Section 7-475 of the

Connecticut General Statutes, do not have the right to strike and such strikes are prohibited. The Union agrees that it will not call, support or condone, directly or indirectly, any strike, picketing, slowdown, sick-out or sick-in, or any other concerted refusal to render services to the Town.

Section Two. The Town shall not engage in any lockout of employees.

ARTICLE 31 – LIGHT DUTY

The Town will institute a light duty program subject to the availability of light duty work, as determined in the sole discretion of the Director of Public Works or his designee. An injured employee may be assigned to light duty work for a period not to exceed ninety (90) calendar days, unless the Director of Public Works or his designee determines, in his sole discretion, to extend the light duty assignment beyond the ninety (90) day period.

Eligibility for the light duty program shall be based upon the employee’s medical care provider’s medical opinion as to the specific job functions the injured employee can perform. The Director of Public Works or his designee will then determine, in his sole discretion, whether light duty work is available. A determination that light duty work is not available will not be subject to the grievance procedure. However, the determination will not be made in an arbitrary or capricious manner.

ARTICLE 32 - DURATION

Section One. Except as otherwise provided herein, this Agreement shall be effective upon signing, and shall continue in full force and in effect until June 30, 2024. This Agreement shall remain in full force and be effective during the period of negotiations for a successor agreement.

Section Two. This Agreement shall not be altered, amended or changed except in writing, signed by both the First Selectman and the Union President, upon ratification of the Board of Selectmen and the Union, which amendment shall be appended hereto and become a part hereof.

TOWN OF STAFFORD

**MUNICIPAL EMPLOYEES
UNION INDEPENDENT**

BY, Mary Mitta
Mary Mitta, First Selectman

BY, Tom White 9/19/21
Tom White, CEUI

DATED 8-30-2021

BY, Stephen Clark
Stephen Clark, Steward

MEUI -Appendix A**Wages**

POSITION:	HOURS PER WK	2021 2.00%	2022 2.25%	2023 2.25%
Mechanic	40	28.8356	29.4844	30.1478
Crew Leader DPW	40	28.0516	28.6603	29.2827
Driver/Mechanic (Crew Leader)	40	28.0516	28.6603	29.2827
Laborer/Driver DPW / Transfer Station / Parks	40	27.0516	27.6603	28.2827
Custodian / Inmate work release	40	20.3458	20.8036	21.2717
Crew Leader Parks	40	28.0516	28.6603	29.2827
Crew Leader Transfer Station	40	28.0516	28.6603	29.2827
Building Maintainer II *	40	26.0516	26.6603	27.2827
Parks Laborer (non-CDL)	40	26.5516	27.1603	27.7837

* Building Maintainer shall receive \$1.00 less than the Laborer/Driver

Memorandum of Agreement

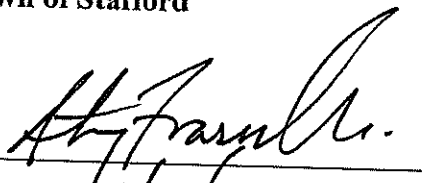
The Town of Stafford (the "Town") and the Municipal Employees Union, Local 506 (the "Union") hereby agree to the following:

1. The First Selectman has the discretion, in extraordinary circumstances, to front an employee with vacation days that have not yet accrued. In such circumstances, the Union understands and agrees that the Town will deduct the number of vacation days fronted from an employee's future accrual of vacation days.
2. The First Selectman's decision not to front vacation days to an employee will not be subject to the grievance procedure set forth in the parties' collective bargaining agreement.

Town of Stafford

By


Date


6/14/17

**Municipal Employees Union
Independent, Local 506**

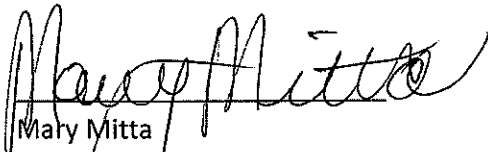
By

Date


6/14/17

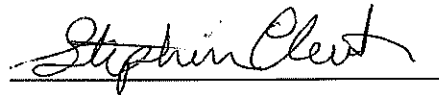
Memorandum of Agreement

1. The Town and The Union agree that the position listed in the Union contract as Custodian/Inmate Work Release will be made into two (2) separate positions.
2. The Town and The Union agree the individual who oversees the Inmate Work Release program shall be paid an additional \$1.00 per hour while overseeing the Inmates. He will be paid his regular rate of pay when he does not have any inmates.
3. The Custodian shall work under the direction of the Building Maintainer Supervisor and be a member of the MEUI Union at a starting rate of pay of \$19.25 per hour and work a 40 hour work-week with a flex schedule based on the needs of the town.
4. The Town and the Union also agree to allow for a substitute custodian to be called in to cover in the absence of the full-time custodian for the purposes of covering vacation, personal leave or sick time. This substitute position shall be a as needed non-union position at a rate of 15.00 per hour and also under the direction of the Building Maintainer supervisor.



Mary Mitta
First Selectman

Date: 2-21-19



Stephen Clark
Steward, MEUI

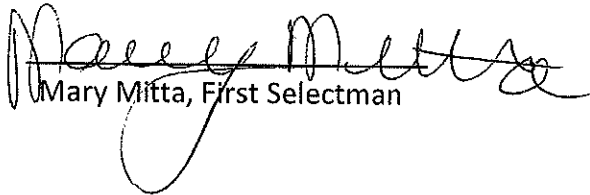
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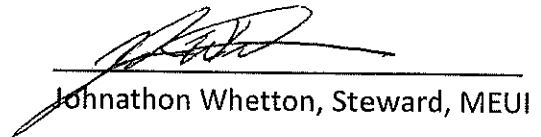
Memorandum of Agreement

Parks Laborer

The Town of Stafford (the "Town") and the Municipal Employees Union Independent, Local 506 (the "Union") hereby agree to the following:

1. The Town and the Union agree that effective 11-4-2019 a new position known as "Parks Laborer" was created.
2. The rate of pay for this position shall be fifty cents (.50¢) less than a Driver Laborer who has a CDL license. The person filling the Parks Laborer position will not be required to maintain a CDL license but will, at all times, be required to maintain a valid medical card.


Mary Mitta, First Selectman


Johnathon Whetton, Steward, MEUI

Memorandum of Agreement

The Town of Stafford (the "Town") and the Municipal Employees Union, Local 506 (the "Union") hereby agree to the following:

1. Employees will be prohibited from directly supervising, occupying a position in the line of supervision, or being directly supervised by any other employee who is related by birth or marriage.
2. Employees will be prohibited from participating in, contributing to, or recommending promotions, assignments, transfers or other personnel decisions affecting an employee who is related by birth or marriage.

Town of Stafford

**Municipal Employees Union
Independent, Local 506**

By

Date

Mario J. Mitta
2-4-2021

By

Date

[Signature]
2/4/2021