

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF MARLBOROUGH**

**AND**

**NATIONAL ASSOCIATION OF GOVERNMENT  
EMPLOYEES (NAGE)**

**Effective July 1, 2019 through June 30, 2023**

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**ARTICLE 1**  
**PREAMBLE**

This Agreement, entered into by and between the Town of Marlborough, a municipal corporation in Connecticut (hereinafter referred to as the "Town") and the National Association of Government Employees (hereinafter referred to as the "Union") is designed to maintain and promote harmonious relations between the parties and to secure prompt and equitable dispositions of grievances, in order that more efficient and progressive public service may be rendered.

**ARTICLE 2**  
**RECOGNITION**

The Town recognizes the Union as the exclusive bargaining representative in matters pertaining to hours of work, wages and working conditions for all full time employees working in the Department of Public Works, but excluding all clerical, temporary, and other employees and supervisors (hereinafter "Employees").

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

The Town retains the right to manage the operations of the Town and direct the working forces; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail or terminate operations; determine the type and amount of equipment to be used and the assignment of work; transfer employees; discipline employees; suspend or discharge employees for just cause; lay off for lack of work or funding reasons; determine the number of shifts, the number of days in the work week, the hours of work and the number of persons to be actively employed by the Town at any time; post and require employees to observe reasonable rules and regulations; determine the methods and schedules of all services; set reasonable rules and regulations; set reasonable standards of conduct, productivity and performance; subcontract work; permit employees from other Town facilities, supervisory and /or temporary employees to perform bargaining unit work; and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed, consistent with other provisions of this agreement. These enumerated rights of management are not all inclusive. Except as expressly limited by a specific provision of this Agreement, the Town retains all legal rights of a Connecticut municipality that pre-existed this Agreement. No rights specified herein shall interfere with or abrogate the rights of employees referred to in other provisions of this Agreement.

**ARTICLE 4**  
**DUES CHECK-OFF**

The Town agrees to deduct from the pay of all employees covered by this Agreement who elect to become members of the Union the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such

deductions taken from the first (1<sup>st</sup>) payroll period of each month and remit to the Local Union by the second (2<sup>nd</sup>) payroll period each month along with a list of the employees from whom such deductions have been made and the amounts deducted. Where an employee is on check-off and is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence or workers' compensation, the employee must make arrangements with the Local Union to pay such dues in advance. The Local Union agrees to refund to the employee any monies found to have been erroneously or improperly deducted.

The Local Union agrees to indemnify and hold the Town harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Article.

#### **ARTICLE 5** **PROBATIONARY PERIOD**

No employee shall attain regular status or seniority rights under this Agreement until he/she has been employed continuously by the Town for a period of 180 calendar days. During such period, he/she will be on probation and may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever or no reason, and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall date back to his/her original hire date in accordance with the method for determining seniority as set forth in Article 27. The probationary period for an employee may be extended by mutual agreement between the Town and the Union, which agreement shall not be unreasonably withheld.

#### **ARTICLE 6** **EXTRA CONTRACT AGREEMENTS**

The Town agrees not to enter into any other agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. The Town is permitted to make and enforce reasonable rules which do not conflict with the provisions of the Agreement.

#### **ARTICLE 7** **CHANGES IN JOBS**

If the Town either makes substantial changes to the duties to be performed by a member of the bargaining unit or creates a new bargaining unit position with different skills and responsibilities than those set forth in this Agreement, e.g., where the use of new equipment or operations causes a significant change in the position that lasts for more than three (3) months, then the hourly rate of pay for the new position shall be temporarily set by the Town until the parties can negotiate an hourly rate of pay for the

position. The hourly rate of pay shall bear a reasonable and proper relationship to the hourly rate of pay of other jobs covered by this Agreement. If the parties cannot agree to an hourly rate of pay for the new position, the parties will submit the issue of the hourly rate of pay for the position to interest arbitration.

## **ARTICLE 8**

### **UNION VISITS**

The Business Representative of the Union shall conduct his or her business with the First Selectman or other representative of the Town as designated by the First Selectman. Requests for visits to the Town premises in order to service this Agreement must be made to the First Selectman or his/her designated representative and shall be made so as to cause minimal disruption to Town business, and permission of the First Selectman shall not be unreasonably withheld. The Business Representative shall comply with the Town's rules and regulations covering access to and movement of visitor's within the Town's work premises.

## **ARTICLE 9**

### **REASONABLE NOTICE FOR UNION ACTIVITIES**

Employees may request time off for Union activities ("Union Business Leave") with seventy-two (72) hours minimum prior notice whenever reasonably possible. Requests for Union Business Leave shall be granted by the Town if the leave does not unreasonably interfere with the business needs of the Town and the ability of the Department of Public Works to complete its work assignments during the relevant period. An aggregate maximum of five (5) days of Union Business Leave may be taken pursuant to this section by the combined membership of the bargaining unit in a contract year. If the Union does not pay the employee wages for the day in which Union Business Leave is taken, and the employee wishes to be paid for time off pursuant to this section, the time off may be taken with pay only if the employee has remaining accrued but unused vacation or personal time from which the Union Business Leave time off shall be deducted. The Town may require written verification from the Union for Union Business Leave pursuant to this section.

## **ARTICLE 10**

### **DISCIPLINE AND DISCHARGE**

The Town may discipline any employee for just cause.

In any case of discharge or suspension, the Town shall notify the employee in writing of the discharge or suspension and the reason therefore. A copy of such written notice shall be given to the Labor Representative.

Discipline may be given in any order as reasonably determined by the Town, need not be progressive, and will be based on the seriousness of the employee conduct involved.

However, discipline will normally be administered on a progressive basis as set forth below:

1. Verbal warning reduced to writing.
2. Written warning.
3. Suspension without pay.
4. Discharge.

No warning or prior notice whatsoever need be given to an employee before he or she is discharged if the cause for such discharge is dishonesty, being under the influence of alcohol or drugs while on duty, carelessness resulting in a serious accident while on duty, carrying a weapon, assault, violation of the Town's drug and alcohol policy or any other serious misconduct.

A copy of any discipline issued to a bargaining unit employee shall be placed in the employee's personnel file. All verbal and written warnings will be removed from the employee's personnel file and will not be used in any subsequent disciplinary proceedings after twenty-four (24) months from the date of the specific incident, provided no additional discipline is imposed since the date of the specific incident. Once removed pursuant to this section, the removed disciplinary record shall not be used against the employee in any future disciplinary proceeding.

The Town will notify the Union if it will be conducting an investigation as soon as practicable.

## **ARTICLE 11**

### **NON DISCRIMINATION**

The Town and the Union agree not to discriminate against or harass any individual with respect to hiring, termination, compensation, or other terms or conditions of employment because of such individual's race, color religion, sex, national origin, veteran status, physical or mental disability, marital status, age or sexual orientation, nor will either the Town or the Union limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual's race, color, religion, sex, national origin, veteran status, physical or mental disability, marital status, age or sexual orientation, in accordance with applicable federal and/or state laws.

The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of his/her membership or decision to decline membership in the Union or because of any employee's lawful activity in, or support of, the Union.

An alleged violation of this Article of the Agreement shall not be subject to the grievance and arbitration procedure.

**ARTICLE 12**  
**NO STRIKE**

The Union agrees that under no circumstances will it cause or sanction, nor shall its members participate in any strike, slowdown, work stoppage or any other form of unlawful activity resulting in or intended to result in interference with Town business.

**ARTICLE 13**  
**WORK RULES**

The Town retains the right to establish reasonable work rules and procedures. For work rules that are in writing, such rules will be distributed to employees in writing or posted in a conspicuous area, with a copy sent to the Union.

**ARTICLE 14**  
**BULLETIN BOARD**

The Town shall provide space for a Union bulletin board for the posting of official notices pertaining to Union business. The Union shall be responsible for seeing that posted matters involve only Union affairs, are businesslike, and contain no material disparaging the Town or any official or employee of any town or citizens served by the Town.

**ARTICLE 15**  
**LOSS OR DAMAGE**

No employee shall be required to pay for any loss or damage of whatever kind or nature, unless said loss or damage is a direct result of his/her negligence or intentional actions.

**ARTICLE 16**  
**JOB BIDDING**

It is agreed that personnel decisions must be based on consideration of skills, experience, training and physical and mental abilities of the individuals, as well as the requirements of the job. These factors must be kept in mind in making promotion decisions within the bargaining unit, at the same time that the Town wishes to encourage employees to better themselves and seek promotions to positions for which they are qualified.

When new jobs are created or vacancies occur within the bargaining unit that the Town intends to fill, the Town shall post the job title and job description for seven (7) calendar days and notify the union representative of such posting. Bargaining unit employees desiring to apply for the job shall file an application in writing within the posted time limit. Employees may not apply for transfers or promotions if they are on a final warning



or are in the probationary period for a promotion within the bargaining unit, as set forth below.

If a bargaining unit employee applies for the position, the Town shall fill the position with the employee if he/she is deemed to have sufficient skills and qualifications for the job. When two (2) or more bargaining unit employees covered by this Agreement whose qualifications are substantially equal apply for the same opening, seniority, skill and ability will be the decisive factors.

Unless the parties agree, in writing, to waive the seven (7) calendar day period, the Town shall not consider candidates from outside the bargaining unit until the above process has been completed. If the parties do not agree to a waiver, if after the position has been posted for seven (7) calendar days, there are no applicants deemed qualified, the Town may fill the vacancy in its discretion, including advertising the position to outside applicants.

Upon promotion of an employee to a bargaining unit position in Public Works, the employee shall begin a ninety (90) calendar day probationary period. During this probationary period, the Town Superintendent of Operations (the "Superintendent") or his designee will evaluate the employee's abilities, experience, performance, and physical and mental abilities to do the job.

If a promoted employee does not demonstrate the ability to perform the job satisfactorily during the probationary period, he/she shall be returned to his/her prior position. Subject to the provisions of this Agreement governing seniority, if the promoted employee's prior position in the bargaining unit has been filled by a probationary employee, (as set forth in Article 5) that probationary employee may be reassigned to any available position in the bargaining unit or laid off. If the promoted employee is returned to his/her prior position, he/she may bump a less-senior employee in the classification who was appointed to fill his/her position following the promotion, when necessary to create an opening in the bargaining unit. Disagreements concerning qualifications as set forth herein shall be subject to the grievance and arbitration procedures set forth in this Agreement.

#### **ARTICLE 17** **JOB STEWARDS**

The Town recognizes the right of the Union to elect a Job Steward and an alternate. The Union agrees to inform the Town immediately of any changes in the Job Steward or alternate.

The authority of the Job Steward and alternate so elected by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information as originate with and are authorized by the Local Union or its Officers, provided such messages and information:
  - a. have been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with the Town's business

The Job Steward shall serve as the representative of the Union on the job. Whenever reasonably possible, he will attend to Union activities outside of work hours. He may attend to limited Union activities such as adjusting grievances during work hours as reasonably necessary, as long as his absence from the job for such periods of time does not unreasonably interfere with the business of the Town and are performed as infrequently as possible.

Except as set forth below, the Job Steward shall notify his supervisor a minimum of forty-eight (48) hours in advance of such activities and the time frame for completing them, and his failure to provide such forty-eight (48) hours' notice shall be grounds for disciplinary action, except where justified by extraordinary circumstances. When forty-eight (48) hours' notice is not possible due to the urgency of the issue in question, the Job Steward will provide as much notice as possible.

The Job Steward will have the authority to resolve day to day issues with the Town, consistent with the Agreement.

The alternate may engage in the above activities only when the Job Steward is unavailable.

The Job Steward shall have top ranking seniority, for the purpose of lay off only (during the term of his office) irrespective of actual length of service.

## **ARTICLE 18**

### **LIABILITY**

The Town agrees that it will not hold the Union or its International or Local officers or officials liable or responsible for any unlawful or illegal acts of its individual members in causing or participating in unauthorized strikes, slowdowns, walkouts or stoppages of work provided that:

- a. The Union and such officers or officials take every reasonable, prompt and positive measure within their power to prevent and stop such unauthorized strike, slowdown, walkout or stoppage of work.

- b. The Union and such officers or officials shall furnish to the Town, as soon as may be possible, satisfactory evidence that the foregoing requirements have been complied with.

It is further mutually agreed that the Town shall have the unqualified right to take any action it deems advisable including discipline and discharge, against any employee engaging in, participating in, encouraging, aiding and abetting any such unauthorized strike, slowdowns, walkout or stoppage of work.

## ARTICLE 19

### SUBCONTRACTING/BARGAINING UNIT WORK

The Town has the right to subcontract work as it sees fit in the best economic interests of the Town and its taxpayers. Subcontracting may be done for only legitimate business reasons, such as to obtain a lower price or a better quality of work, at any time.

Subcontracting shall not directly result in the lay off of a bargaining unit employee. This prohibition would not limit the supervisor from working to promote the efficiency of the department. In addition, in circumstances where a supervisor is called in outside of normal working hours to perform bargaining unit work and the supervisor determines that he would be able to complete the work alone in a short period of time, i.e., in one hour or less, without calling in any bargaining unit members, the supervisor shall perform such bargaining unit work.

Bargaining unit employees recognize the need to work efficiently to complete work in a timely manner. There shall be no effort, whether concerted or individual, by bargaining unit employees to create the need to work overtime by working at a less than efficient pace during normal working hours. The determination of whether bargaining unit employees are completing their work in a reasonably timely fashion shall be in the reasonable discretion of Management. Management reserves the right to discipline any employee who is not completing work in a reasonably timely fashion.

Any disputes concerning the Town's determination or any discipline issued for failure to complete work in a reasonably timely fashion shall be subject to the grievance and arbitration procedures of the contract.

The foregoing shall not prohibit the Town from performing bargaining unit work in order to assess job or equipment conditions, safety issues, meeting mandated project timelines, or in an emergency that needs the supervisor's immediate attention. The existence of an emergency shall be reasonably determined by the Town.

Bargaining unit work performed by a supervisor or other non bargaining unit employee shall not directly result in the lay off of any bargaining unit employee, as defined in this Article.

## **ARTICLE 20**

### **HOURS OF WORK**

Under the provisions of this Article, references to "Public Works" apply to employees assigned to work in the public works facility. References to "Transfer Station" apply to employees assigned to work at the Transfer Station.

**Regular Work Week (Public Works)** The regular work week shall consist of forty (40) hours between 12:01 a.m. Sunday and midnight Saturday for all regular full time members of the Union. The normal work schedule is Monday through Friday, 7:00 a.m. to 3:30 p.m. and any changes in hours must be mutually agreed to by the employee(s) and the Superintendent. It is within the discretion of the Town to change work hours at any time for any employees during the summer months as related to construction work undertaken by the Town, or to change work hours for any other legitimate purpose.

It is also within the discretion of the Town to change, on a temporary basis, normally not to exceed two (2) weeks at one (1) time, the days of the week comprising an employee's normal work schedule, in order to cover work assignments of other employees who have taken approved time off from work ("Employee Absence").

When an Employee Absence is scheduled in advance, the Town shall provide reasonable notice to the impacted employee of any such temporary changes to his normal work schedule. For purposes of this section, "reasonable notice" is defined as: as much notice as is practicable for temporary schedule changes of less than one (1) week in duration, and at least two (2) weeks notice for temporary schedule changes lasting more than one (1) week.

The Town shall make the temporary schedule changes described in this paragraph on the basis of seniority; i.e., the qualified bargaining unit member with the least amount of seniority shall be the employee selected by the Town for the temporary schedule change. When an unscheduled Employee Absence occurs, the Town may by mutual agreement assign another bargaining unit employee to cover for the absence without advance notice, subject to the seniority provisions of this Agreement.

### **Regular Work Week (Transfer Station)**

Bargaining Unit members assigned to the Transfer Station shall work on the schedule listed below:

**Monday:** 7:00 a.m. - 3:30 p.m. one-half (½) hour unpaid lunch 8 work hours

**Tuesday:** 7:00 a.m. - 7:30 p.m. one-half (½) hour unpaid lunch 12 work hours comprised of 7:00 a.m. - 1:00 p.m. (5½ work hours and ½ hour unpaid lunch at Public Works) and 1:00 p.m. - 7:30 p.m. (6½ work hours at the Transfer Station)

<b>Wednesday:</b>	7:00 a.m. - 3:30 one-half (½) hour unpaid lunch	8 work hours
<b>Thursday:</b>	7:00 a.m. - 10:00 a.m. (no lunch break)	3 work hours
<b>Saturday:</b>	7:30 a.m. - 4:30 p.m. one-half (½) hour paid lunch (8½ work hours and ½ hour paid lunch)	9 work hours
<b>Total:</b>		40 work hours

#### **Saturday After Thanksgiving (Transfer Station)**

The Transfer Station Operator shall not be eligible to take a vacation day or otherwise use paid time off (except for illness or injury) on the Saturday after Thanksgiving. In the event that the Transfer Station Operator is out injured, sick, or because of documented emergency, on the Saturday after Thanksgiving, he shall not be paid for the day unless he provides documentation to substantiate the absence (such as a valid doctor's note from the physician who treated him for the illness or injury that was the basis for his absence).

#### **Other Saturdays (Transfer Station)**

The number of Saturdays taken off by the Transfer Station Operator as vacation days and personal days in a given contract year shall not exceed the number of eligible vacation weeks. For example, if the employee is eligible for four (4) weeks of vacation, the total number of Saturdays taken off as either vacation or personal days shall not exceed four (4) and be consistent with the provisions set forth above.

If a personal day is to be used as one (1) of the days, the Transfer Station Operator must provide ten (10) business days advance notice to the Superintendent or his designee.

In the case of any emergency (with the emergency verified and approved (in writing) as a personal day by the Superintendent or his designee), the Transfer Station Operator may take an additional (or additional) Saturday(s) off as personal days (over the aggregate limitation set forth above) in accordance with the language set forth under Article 33 regarding the use of personal days.

The Transfer Station Operator may not take compensatory days off on Saturdays.

#### **Special Rules For Four (4) Day Work Week (Public Works)**

Unless amended by this Article, this Agreement will apply to any issue arising out of the 4/10 work week. The Town retains the right to abolish some or all of the 4/10 Schedules.

Overtime for employees working a 4/10 schedule shall be after ten (10) hours in one day or forty (40) hours per week whichever is greater.

The minimum work day shall consist of ten (10) hours per day. If an employee on a 4/10 work week is off duty and called in, he shall receive not less than three (3) hours of work or pay at a rate of one and one half (1½) times his regular straight time rate of pay.

All contractually paid time shall be at ten (10) hours per day and vacation time shall not exceed forty (40) hours for any one (1) week of vacation taken.

If an employee working a 4/10 schedule is called in to work on his regularly scheduled weekday off (e.g. Friday) he shall be paid at a rate of one and one half (1½) times his regular straight time rate of pay.

Employees on a 4/10 schedule shall be entitled to an additional fifteen (15) minute ~~p.m.~~ break to be used after noon.

All 4/10 schedules shall be scheduled for four (4) consecutive days and shall not include Saturday or Sunday as part of the four (4) consecutive days.

#### **Time Reporting (Public Works and Transfer Station)**

All Public Works and Transfer Station employees must punch in and out of work at the beginning and end of each day and at anytime they leave work as approved by the Superintendent or his designee. Timecards must be signed by the employee before they are turned in at the end of each biweekly pay period, certifying that all time reported is accurate. Failure to fill out timecards completely and timely or a failure to punch in or out of work may be grounds for discipline, depending on the frequency and other circumstances. Deliberate falsification of timecards or any other records of the Town is grounds for immediate termination.

#### **Break Periods (Public Works)**

Public Works employees shall be given a forty-five (45) minute lunch break as close to 12:00 noon as practicable, and a fifteen (15) minute break in the morning as close to 9:00 a.m. as practicable.

Employees will be paid for the fifteen (15) minute morning rest break. They will not be paid for thirty (30) minutes of the forty-five (45) minute lunch break. The time limitations for lunch and break periods set forth in this section include travel time and time required to pack up and secure any and all equipment at the work site if the employee leaves the work site. Employees are expected to adhere strictly to the time limitations for lunch and break periods and should use their good judgment in determining whether they should bring a bag lunch to work and take their break at the work site rather than traveling to another location.

For the morning break and lunch break, no more than one (1) employee per crew shall be permitted at any time to use Town equipment, including Town vehicles, to travel to or

from the closest retail establishment to pick up food, unless the crew is en route to another job site.

All employees shall be entitled to a five (5) minute wash up time before breaks and lunch.

#### **Mowing And Grounds Maintenance Hours (Public Works)**

Adjusted mowing and grounds maintenance hours will extend from May 1<sup>st</sup> through October 30<sup>th</sup>. During that period, the Superintendent or his designee may modify the standard work schedule and any employee's starting time by as much as two (2) hours earlier or later than normal for purposes of completing mowing and grounds maintenance. When possible, the Town shall provide one (1) day's advance notice of such change, but notice of an adjusted work schedule under this section shall be timely if the Town provides employees with at least twelve (12) hours' notice of the change. If less notice is given than that specified in this paragraph, normal starting times will be in effect, with overtime paid pursuant to Article 21.

The Superintendent or his designee may elect to call in all employees or only some employees for adjusted work hours on a given work day, depending on business needs.

#### **Overtime (Public Works and Transfer Station)**

The Town has the right to schedule overtime as required. The Town shall have the right to require overtime work in a manner most advantageous to the Town, but every effort shall be made to keep overtime at a minimum consistent with the demands of public service.

Overtime assignments shall be allocated among full time employees by first seeking volunteers and then ordering in as set forth below.

#### **Voluntary Overtime**

The Town will assign overtime by use of volunteers (requested on a seniority basis commencing with the most senior employee for each overtime assignment) provided the employee is qualified to perform the assignment; if the employee is not qualified, his/her name will be skipped and the next person on the list will be contacted. In the event that no full-time employee volunteers to perform the work and thus the Town is unable to fill the overtime assignment on a voluntary basis, the Town shall have the right to assign the work involuntarily in accordance with the process set forth below under the "involuntary overtime" provision.

#### **Involuntary Overtime**

In the event that the Town is unable to fill the overtime assignment on a voluntary basis, the Town shall have the right to require the performance of overtime by ordering in the

two (2) least senior employees on a rotating basis commencing with the least senior of the two (2) employees for each overtime assignment (provided the employee is qualified to perform the assignment; if the employee is not qualified, his/her name will be skipped and the other employee will be contacted). A refusal by the employee ordered in may result in disciplinary action.

If the Town is unable to secure a bargaining unit employee for such overtime work via volunteers or an order in, as set forth above, then the Town shall have the right, in its sole discretion, to complete the necessary work as it sees fit. Accordingly, the Town shall be permitted to use non-bargaining unit members to perform the bargaining unit work that the Town in its sole discretion deems necessary. Employees shall provide the Superintendent or his designee with a primary and a secondary telephone number to be used by the Town for purposes of contacting the employee for overtime, emergencies or a call-in. Where a telephone call from the Town to the employee's primary and secondary telephone numbers goes unanswered (and the Town leaves a voice mail message for the employee, if the employee has voice mail and the voice mail is accepting calls) or where the Town is otherwise unable to contact an employee, the Town shall have the right to bypass that person and proceed to the next person on the seniority list. For purposes of the language set forth herein, the Town's obligation is limited to contacting the employee at his/her primary and secondary telephone numbers. Employees shall be required to advise the Superintendent or his designee of any changes to the primary or secondary telephone numbers.

When overtime work is needed for a specific job assignment that a particular employee has been detailed over a period of time, or for which, in the opinion of the Superintendent or his designee, a particular employee is particularly well qualified, the Town may assign such particular employee to the specific overtime work assignment regardless of the amount of overtime worked by seniority of the employee to whom the overtime is assigned, other employees or other considerations. There shall be no concerted action against overtime work by employees. Employees shall make themselves available to work overtime during snow storms, summer projects, and other assignments as needed by the Town. It is understood that employee's availability for overtime is essential to fulfilling the responsibilities of their positions.

Therefore, employees must leave with the Superintendent or his designee a means to contact them for purposes of snow removal, other emergencies, and other overtime work.

Employees may be excused from overtime due to a documented emergency or a documented legitimate reason, such as a wedding, funeral or family illness. The Town shall not unreasonably deny such requests.

#### **Rest Periods During Overtime Work (Public Works)**

Cots shall be provided for employees at the Public Works garage for employee's use as authorized when working substantial amounts of overtime, such as during snow storms. Such rest periods shall not exceed four (4) hours in duration. If at any time an employee



becomes tired when plowing snow, he/she should contact the Superintendent or his designee as soon as possible so that a sleep period can be arranged. Except as set forth below, employees working overtime on snowplow duty will be paid during authorized sleep periods at the garage.

An employee performing overtime snow plow work must contact the Superintendent or his designee if he/she becomes too tired to work, and the supervisor will permit him/her a paid rest period at the garage of up to four (4) hours in the Superintendent or his designee's discretion, based on business needs.

However, if the employee remains too tired to work safely after a rest period of four (4) hours or less, he/she shall inform his/her supervisor of the situation immediately and, upon receipt of the information, the supervisor, at his discretion, may either provide the employee with additional time to rest or relieve the employee from duty for the remainder of the snowplow assignment.

#### **Meals During Overtime Work (Public Works)**

An employee who is asked to and does report to work prior to his/her regular start time on his/her regular work day without advance notice will be entitled to two (2) meals (breakfast and lunch) paid for by the Town. "Advance notice" means notice that is provided at least twelve (12) hours in advance of the altered start time.

When an employee is asked to and does work more than two (2) hours beyond his/her regular quitting time on a regular work day, he/she will be entitled to a meal (dinner) paid for by the Town. These meals shall be at a restaurant of the employee's choosing provided that it is within a reasonable distance of the employee's location at that time. Breakfast and dinner meal periods are not work time and, as such no wages shall be paid for such periods unless the employee is required to return to work overtime afterwards, in which case the employee will be paid for the meal period as if he/she was working. At no time will a lunch break be considered paid work time.

Except for any work performed at the transfer station:

- an employee who is required to report to work prior to 7:00 a.m. on a Saturday, Sunday or observed holiday, will be entitled to breakfast paid for by the Town;
- an employee who is required to report to work or remain at work between 11:30 a.m. and 3:30 p.m. on a Saturday, Sunday or observed holiday, will be entitled to lunch paid for by the Town; and/or
- an employee who is required to report to work or remain at work after 5:30 p.m. on a Saturday, Sunday or observed holiday, will be entitled to dinner paid for by the Town;

The provisions set forth above regarding entitlement to a Town paid for meal does not apply to a call-in that takes three (3) hours or less to perform, as set forth under Article 22, unless the call-in is contiguous to the employee's regular start time.

Employees shall be entitled to take breakfast and dinner breaks at their reasonable discretion, subject to the business needs of the Town.

For each meal paid for by the Town in accordance with the language set forth herein, the employee shall receive the dollar figures set forth below for breakfast, lunch and/or dinner with the subsequent payroll check. The check for the applicable meal allowance(s) will be provided to the employee at the same time that the employee receives remuneration for all hours worked during such payroll period.

The following shall apply to the meals paid for by the Town pursuant to this section for the duration of this contract:

Breakfast – ten dollars (\$10.00);

Lunch – twelve dollars (\$12.00); and

Dinner – fourteen dollars (\$14.00); effective upon approval of this Agreement, fifteen dollars (\$15.00).

The meal costs shall apply on a per meal basis.

## **ARTICLE 21** **OVERTIME COMPENSATION**

Hourly employees shall be compensated at the overtime rate of time and one half (1½) their normal hourly rates on a daily basis for work outside of their regularly scheduled hours or forty (40) hours per week whichever is greater. For purposes of calculating overtime, hours worked shall not include compensatory time.

Any work performed on Saturdays, unless the employee is regularly scheduled to work on Saturdays, shall be paid at the overtime rate. The Transfer Station Operator shall not be entitled to overtime for working on Saturdays unless by working on Saturday he exceeds forty (40) hours of work in the work week.

The Town will pay employees double time for any work required to be performed on Sundays or observed (as opposed to actual) holidays.

All overtime must have the prior approval of the employee's supervisor (verified in writing by the supervisor). In the event that bargaining unit employees are called in to work on a day that is scheduled and designated as a holiday under Article 41, they shall be eligible to receive holiday pay plus double time.

## **ARTICLE 22**

### **CALL IN PAY**

#### **Emergency Call-In**

When an employee is called-in to work by the Superintendent or his designee and required to report to work due to an emergency (i.e. – a fallen tree branch) either prior to or after his regular work shift, the employee shall receive remuneration from the time he received the call for the emergency assignment. Under such circumstances, he will be paid a minimum of three (3) hours of pay, provided, if the call-in is contiguous to the employee's regularly scheduled work day, he will receive pay for the actual additional time worked with no minimum guarantee from the time he received the emergency assignment.

The Town may recall an employee during the call-in period and it shall be considered the same call-in.

#### **Snow Removal and Inclement Weather – No Advance Notice**

When an employee is called-in by the Superintendent or his designee and required to report to work due to snow removal/inclement weather (i.e. – plowing, salting or sanding) either prior to or after his regular work shift and he was not advised in advance of the report in time, the employee shall receive remuneration from the time he/she received the call. Under such circumstances, he/she will be paid a minimum of three (3) hours of pay, provided, if the call-in is contiguous to the employee's regularly scheduled work day, he will receive pay for the actual additional time worked with no minimum guarantee for the assignment from the time he received the call.

The Town may recall an employee during the call-in period and it shall be considered the same call-in.

#### **Advance Notice of a Different Reporting Time**

When an employee is advised in advance by the Superintendent or his designee to report to work at a different time than his normal reporting time, he will be paid from the time he reports to work. Under such circumstances, he will be paid a minimum of three (3) hours of pay, provided, if the call-in is contiguous to the employee's regularly scheduled work day, he will receive pay for the actual additional time worked with no minimum guarantee for the assignment.

An employee called in for work under the terms of this paragraph shall be considered to be acting in the course of his employment under the Connecticut Workers' Compensation Act, while on the way to work and returning from work (unless the employee is returning from work at the conclusion of his regular work hours), provided the travel to and from work is directly to the Town garage.

**ARTICLE 23**  
**PAYROLL PERIOD**

Employees will be paid on a biweekly basis. The payroll period shall run from Sunday to Saturday, with payday on Thursday of the following week. When the regular payday occurs on a holiday or any day celebrated as such, the town may pay the employees on the regular workday immediately preceding or immediately following the holiday.

All employees shall be paid by direct deposit, except for any employee who as of January 1, 2018 was paid via a paycheck. Such employees shall continue to be paid by a paycheck.

Accordingly, with the exception of the aforementioned employees who were paid via a paycheck as of January 1, 2018, all other current and future employees shall complete the necessary documentation requested by the Town in order for the Town to pay the employee via direct deposit.

In the event that an employee hired on or after January 1, 2018 does not have a bank account, the employee will be paid via a paycheck card.

**ARTICLE 24**  
**CLASSIFICATION AND WAGES**

Employees working for the Town as of the effective date of this Agreement shall be paid at a rate in accordance with Appendix A.

Employees hired by the Town for a full-time bargaining unit position covered by this Agreement prior to July 1, 2020 shall be paid in accordance with the following schedule, commencing with his/her anniversary date:

<b><u>Length of Service</u></b>	<b><u>Percentage of Regular Wage Rate</u></b>
• First twelve (12) months:	seventy percent (70%)
• 13 <sup>th</sup> through 24 <sup>th</sup> months:	eighty percent (80%)
• 25 <sup>th</sup> through 36 <sup>th</sup> months:	ninety percent (90%)
• 37 <sup>th</sup> or more months:	one hundred percent (100%)

Except as set forth below, employees hired by the Town for a full-time bargaining unit position covered by this Agreement on or after July 1, 2020 shall be paid in accordance with the following schedule, commencing with his/her anniversary date:

<b><u>Length of Service</u></b>	<b><u>Percentage of Regular Wage Rate</u></b>
• First twelve (12) months:	seventy percent (70%)
• One (1) year anniversary:	eighty percent (80%)
• Two (2) year anniversary:	one hundred percent (100%)

With respect to an employee hired for a full-time bargaining unit position covered by this Agreement on or after July 1, 2020, the Town, in its' discretion, may consider a new hires previous experience and/or skills in determining his/her starting rate of pay. Accordingly, the Town may hire a new hire anywhere between seventy percent (70%) and one hundred percent (100%) of the regular wage rate for the position with progression to one hundred percent (100%) of the rate by no later than the employee's two (2) year anniversary date.

## **ARTICLE 25**

### **DRUGS AND ALCOHOL**

#### **Statement Of Purpose**

The Town of Marlborough is committed to maintaining a work environment free from the adverse impact of drugs and alcohol and to preventing accidents and injuries arising from the misuse of alcohol or use of controlled substances. The Town has a zero-tolerance for drug/alcohol use during working hours. Employees are strictly prohibited from using alcohol and/or illegal drugs during work, or reporting to work at any time under the influence of alcohol or illegal drugs. Alcohol abuse and the use of controlled substances may create serious risks, physical harm, and economic injury to the individual affected, other employees, the Town, and the public. Alcohol abuse and the use of controlled substances also seriously compromise safety in the workplace and the quality of the services that the Town provides to the public.

#### **Rules Of Conduct**

- a. No employee shall report for duty or remain on duty after consuming alcohol or being under the influence of alcohol or illegal drugs.
- b. No employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety sensitive functions for the Town until, at the earliest, the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test. Any employee who has an alcohol concentration of 0.04 or greater may not perform any safety sensitive functions until the employee has been seen by a substance abuse professional, completed all recommended treatment, and passed a return to duty test with an alcohol concentration of less than 0.02. Notwithstanding, the above and other provisions of this policy, the Town reserves the right to terminate or otherwise discipline any employee who refuses to submit to a drug or alcohol test.
- c. In the event that an employee is involved in a motor vehicle accident during working hours, such employee may be required to undergo a post-accident drug/alcohol test pursuant to Federal Motor Carrier Safety Administration regulations. In the event the employee is injured, such test shall be administered

as soon as feasible following the treatment of any injury. No employee involved in an accident during working hours and required to take a post accident alcohol test shall ingest or use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.

- d. No employee shall refuse to submit to a post accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow up test as directed by the Town.
- e. No employee shall report for duty or remain on duty when the employee uses any controlled substance. An employee who uses a controlled substance prescribed by his/her treating physician who is unable to report to work due to the prohibition for reporting to duty/remaining on duty set forth herein may use available sick time for the absence if proper notice is provided in accordance with Article 29. All employees who drive vehicles or equipment of any sort in the normal course of their duties are required to inform the employer of any therapeutic drug use.
- f. No employee shall report for duty, remain on duty or perform a safety sensitive function if the employee tests positive for controlled substances or is under the influence of alcohol or a controlled substance. If an employee is out of work while the Town is waiting for the results of a second drug test of the same sample, as set forth under Connecticut General Statutes Section 31-51u, he/she shall use his/her earned vacation, sick or personal leave time during his/her absence.
- g. No employee shall possess, distribute or use alcoholic beverages while on the Town's premises or in the Town's vehicles.
- h. No employee shall possess, distribute, manufacture, dispense, sell or use alcohol or controlled substances on the Town's premises, in the Town's vehicles, on Town time, or while engaged in Town activities. This shall not prohibit an employee from lawful possession of alcohol in sealed containers on Town premises, i.e., temporarily stored in a personal vehicle parked on Town premises.

#### **Compliance As A Condition Of Employment**

All bargaining unit members are advised that full compliance with this Article and with state and federal law concerning controlled substances and alcohol shall be a condition of employment and continued employment with the Town. Any employee who violates any part of these policies will be immediately removed from his /her job, and will be subject to discipline up to and including immediate termination of employment.

However, an employee who: (a) tests positive for alcohol; or (b) tests positive for controlled substances shall be offered one (1) opportunity to participate in a rehabilitation program in lieu of being subjected to the disciplinary process. Certification of successful

completion of the rehabilitation program shall be required. The cost of the rehabilitation program shall be borne by the employee and/or the employee's health insurance carrier, if applicable.

If requested, the Town shall grant a reasonable leave of absence to enable the employee to participate in an outpatient or inpatient rehabilitation program. During the period of time the employee is out of work in order to participate in an outpatient or inpatient rehabilitation program, the employee may apply any earned vacation, sick, personal or compensatory time (if applicable) in order to be paid for the leave during his/her absence; otherwise the leave shall be unpaid.

If the same employee should test positive for alcohol or controlled substances a second time, the employee will be subject to discipline up to and including immediate termination of employment.

Pursuant to Connecticut law, an initial positive test for controlled substances shall be confirmed by a second, independent analysis.

#### **Drug And Alcohol Testing**

The Town will conduct pre-employment, reasonable suspicion, and random drug and alcohol testing in accordance with applicable state and federal law. In addition to pre-employment and reasonable suspicion drug and alcohol testing of all employees, whether or not in safety sensitive jobs, testing of employees in safety sensitive jobs will be in accordance with applicable law. Random testing shall be conducted at least ninety (90) minutes before the scheduled end of the employee's workday, whenever reasonably possible.

### **ARTICLE 26** **GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance is defined as a dispute between the Town and the Union and/or any employee represented by the Union with respect to the interpretation and/or application of any specific provision of this Agreement.

A grievance arising between the Town and the Union or any employee represented by the Union shall be settled in the following manner. The parties agree to adhere to the provisions of this Article with respect to settling grievances, and expressly agree that informal meetings with the First Selectman are not appropriate substitutes for Section a. of the following grievance procedure.

- a. The aggrieved employee and/or Job Steward will attempt to informally settle the matter with the Superintendent or his designee.
- b. **Step 1 Grievance:** If the matter is not resolved informally and the employee wishes to pursue a grievance, the employee, Job Steward or Union must present

the grievance in writing to the Superintendent or his designee within ten (10) calendar days after the occurrence giving rise to the grievance.

The Superintendent or his designee shall provide the Union and the grievant with his written decision within five (5) calendar days of receipt of the grievance.

The matter may be resolved at Step 1 by written agreement with the involvement of the employee, the Job Steward and/or the Labor Representative, and the Superintendent or his designee.

- c. **Step 2 Grievance:** If the matter is not resolved at Step 1, the Labor Representative, the Job Steward, or the employee may, within ten (10) calendar days of receipt of the Step 1 written decision submit the grievance at Step 2 with the First Selectman or his/her designee.

The First Selectman or his/her designee will meet to discuss the matter with the Labor Representative and/or Job Steward, and employee, within ten (10) calendar days of receipt of the grievance.

The First Selectman or his/her designee shall answer the grievance in writing within ten (10) calendar days of the meeting. Copies of the written grievance decision will be sent to the grievant and the Union.

- d. **Appeal To Arbitration:** If a satisfactory resolution is not reached at Step 2 of the grievance procedure, the Union (but not the employee) may appeal the matter by submitting it to arbitration. Appeals to arbitration must be made within ten (10) calendar days of receipt by the Union of the Town's answer to the Step 2 grievance.

The jurisdiction of the arbitrator shall be limited by the submission to arbitration and confined to interpretation and/or application of the provisions of this Agreement.

The time periods set forth above are essential to the right to pursue a grievance and/or arbitration and, unless an extension is mutually agreed to by the parties in writing, if a grievance is not filed or not appealed within the time periods set forth above, the matter will be considered permanently settled on the basis of the Town's answer; provided that the time for taking an appeal shall be extended in the event of a major emergency or similar event that reasonably extends a deadline.

In the event the Town fails to answer a grievance at a step within the time limits set forth above for the specific step, the grievance may be taken to the next step at the option of the Union.

The parties agree to submit all appeals to arbitration to the ADRC. The rules of the ADRC shall govern all arbitration proceedings. Each party shall bear the expense of its own witnesses and advocates. The parties shall share, on a 50-50 basis, the following



expenses: any filing fees associated with submitting the appeal to the ADRC; the arbitrator's fee; and any fees associated with renting a conference room or other appropriate site for hearings, the location of which must be agreed to by the parties.

The decision of the arbitrator shall be final and binding upon the parties, except that under no circumstances shall the arbitrator have the authority to modify or amend the provisions of this Agreement. The arbitrator shall determine any questions of credibility.

Grievance meetings or discussions will be held at times which least interfere with Town business and employees' work schedules.

#### **Pay During Grievances/Arbitrations**

Any witness involved in any grievance or arbitration proceedings will be paid for time necessary only to give testimony during the proceeding.

### **ARTICLE 27** **SENIORITY**

Seniority for bargaining unit employees shall mean an employee's length of continuous employment commencing on the employee's date of hire in a bargaining unit position covered by this Agreement.

If two (2) or more employees have the same seniority date, the employee whose last name appears earlier on the Town's alphabetical listing of employees shall be deemed more senior. Seniority shall not accrue until successful completion of the initial probationary period, at which time the employee's seniority shall be the employee's date of hire.

The Town shall maintain a current list of employees in the bargaining unit who have regular (i.e., not probationary) status, and showing the most recent date on which they obtained such status. A copy of such list shall be furnished to the Union upon request at reasonable intervals.

The Superintendent and/or the Supervisor will determine and advise crew members of their respective work assignment(s). Bargaining unit members must be qualified to perform the tasks they are assigned.

In the event of a need to downsize the workforce, the Town management will determine, based on the business needs of the Town, within which job title position(s) will be eliminated.

Where management determines that there is a need to reduce the number of employees in a particular job title, the employee(s) in that job title with the least seniority will be laid off first, provided there is no job vacancy in another equal or lower classification for which he/she is qualified and wishes to transfer.

An employee shall lose his seniority if he:

- a. voluntarily quits, resigns, is laid off for a period of more than one (1) year, or is discharged from employment for just cause;
- b. is absent from work for five (5) consecutive scheduled work days without notifying his supervisor, unless physically or mentally unable to do so;
- c. exceeds a leave of absence without a satisfactory explanation; or
- d. fails to return from a layoff within ten (10) working days after receipt of notice by registered mail to return.

Nothing in this provision is to be construed to prevent the Town from terminating an employee for just cause, notwithstanding physical or mental problems, when consistent with state or federal law.

The list of job titles set forth in Appendix A reflects each position for which bargaining unit members must be qualified.

#### **ARTICLE 28** **SICK LEAVE**

Sick leave is only available for the following reasons:

- a. to recover from a personal illness or injury that would interfere with the ability to perform work or would endanger the health or safety of others at the workplace;
- b. to receive treatment for a personal injury or illness when the treatment cannot be received during off duty hours; and
- c. up to a maximum of forty (40) hours of accrued sick leave per occurrence, to care for a member of the employee's immediate family, which is defined as a parent, spouse, son or daughter, who requires personal attention, except where such leave qualifies as Family and Medical Leave Act (FMLA) leave. "Parent" means a biological parent or an individual who stands or stood in the role of parent to an employee when the employee was a child. It does not include parents in law. FMLA leave is covered at Article 32 of this Agreement.

Employees will receive four (4) hours of vacation time for every three (3) months, on a quarterly basis, in which they use less than eight (8) hours of sick time.

The Town's fiscal quarters are as follows:

First Quarter:	July 1 <sup>st</sup> - September 30 <sup>th</sup>
Second Quarter:	October 1 <sup>st</sup> - December 31 <sup>st</sup>

Third Quarter:	January 1 <sup>st</sup> - March 31 <sup>st</sup>
Fourth Quarter:	April 1 <sup>st</sup> - June 30 <sup>th</sup>

For purposes of administering sick time, when an employee takes one (1) or more full days as sick time, he/she will be charged the number of hours that she/he was normally scheduled to work that day.

Sick time may be taken in one-quarter (.25) hour increments with prior approval of the Superintendent or his designee (verified in writing).

## **ARTICLE 29**

### **REIMBURSEMENT/ ACCUMULATED SICK LEAVE**

Each regular full time employee is eligible to accrue, after the first three (3) months of the probationary period, fifteen (15) days sick time per year from the date of hire, at the rate of one and one-quarter (1¼) days per month of continuous employment. Any sick leave taken by an employee shall reduce the amount of sick leave in the employee's sick leave "bank."

- a. The maximum sick leave that may be accrued by a regular full time employee shall be five hundred four (504) hours.
- b. No credit toward accrued sick leave shall be granted for time worked in excess of the employee's normal work week.
- c. Sick leave shall continue to accrue during authorized paid absences.
- d. In the first regular payroll of the new fiscal year, employees who have accrued the maximum of five hundred four (504) hours of unused sick leave pursuant to this Article shall receive payment of any additional unused sick leave accrued during the prior fiscal year, at the pay rate in effect in the fiscal year when the sick leave accrued. Such payment shall not be included in compensation subject to the Town's IRS Section 457b retirement contribution.
- e. In the event of a lay off, retirement, voluntary quit with two weeks' notice, or death, a regular full time employee shall be entitled to receive payment from the Town of one hundred percent (100%) of his/her accrued, unused accumulated sick leave; such payment shall be paid at the hourly rate for that employee in effect at the time of separation. The maximum number of sick hours that may be accrued shall remain at five hundred four (504) hours. Such payment shall not be included in compensation subject to the Town's IRS Section 457b retirement contribution.
- f. An employee may be required to produce verification from a treating physician to qualify for sick leave. If any employee: (a) is out of work due to illness or injury for three (3) or more consecutive working days; (b) exhibits a pattern of

absenteeism; or (c) abuses sick leave, he/she shall upon request of his/her supervisor obtain a note from his/her doctor attesting to the employee's fitness to return to work.

Further, a pattern of absenteeism or abuse of sick leave may be the basis for discipline or other appropriate action.

A pattern of absenteeism shall be defined as the following (including a combination of the following) occurring three (3) or more times during a rolling twelve (12) month period:

- (i) absences prior to or after weekends (or prior to or after the employee's regularly scheduled last day of work during a calendar week);
  - (ii) absences prior to or after scheduled days off;
  - (iii) absences prior to or after holidays;
  - (iv) the use of sick time intermittently in conjunction with other forms of paid time off;
  - (v) absences on the same day every week or month; and
  - (vi) consistently taking sick days (full day increments or partial day increments) over a period of time (provided, in the event that an employee provides the Town with a note in advance of anticipated medical or dental treatment, such absence shall not counted).
- g. In order for an absence due to sickness to be excused and counted as sick leave, the employee must notify either the Public Works supervisor or the employee's immediate supervisor of his/her illness or injury within thirty (30) minutes of the normal starting time for work, except where sufficient good cause exists to excuse untimely notification.
- h. If an employee takes a sick day either immediately prior to, or immediately following, one or more vacation, holiday or personal days, such sick day must be designated as a vacation or personal day. In the event that the employee does not have any remaining vacation or personal days, he/she will not be paid for that day. The foregoing provision shall not apply to an employee who provides medical documentation of illness for one or more sick days taken immediately before or immediately following one or more vacation or sick days. An employee who calls out sick and has no accrued sick leave time shall not be paid for the time off sick; provided that such an employee may apply accrued and unused personal time or vacation time to the absence in order to be compensated for the time off.

- i. **New Employees.** Employees hired into the bargaining unit after July 1, 2013 should not be eligible to accrue more than three hundred twenty (320) hours of sick leave and shall not be eligible to receive any annual payment for sick leave accrued over said three hundred twenty (320) hour maximum.

### **ARTICLE 30** **YEARS OF SERVICE FOR BENEFITS PURPOSES**

Part time employees are normally not entitled to benefits such as vacation, bereavement leave, paid sick leave, and payment for unused sick leave upon termination.

For purposes of calculating fringe benefits such as vacation and sick pay upon termination, the following rules apply:

**Employees hired after June 1, 2002:** Years of service for purposes of vacation and other fringe benefits will be calculated based on the amount of time the employee has been continuously employed by the Town on a full time basis (i.e., with a regular schedule of 40 hours of work per week). If an employee converts from part time status to full time, regular status, his/her years of service will be calculated based on the date of the change to full time, regular status.

**Employees hired before June 1, 2002:** Years of service for purposes of vacation and other fringe benefits will be calculated based on years of continuous employment by the Town, whether full-time or part-time.

### **ARTICLE 31** **COMPENSATORY TIME**

Except as set forth below, employees may accrue up to forty (40) hours of compensatory time in any given year in lieu of receiving overtime pay. Compensatory time will be permitted, at the election of the employee, at a rate of one and one-half (1½) hours of compensatory time or double time (2x) as appropriate, for each hour worked in excess of forty (40) hours per week. Employees must elect annually, on or before December 1<sup>st</sup>, whether they wish to receive compensatory time or be paid overtime pay for the following calendar year. The Town will provide a written form to each employee for purposes of making this designation.

Employees may use compensatory time for additional time off within the calendar year in which it is accrued, however, compensatory time may not be used on consecutive work days, to bookend weekends or holidays (meaning both the day before and after the same weekend/holiday) or in combination with other forms of paid time off. Employees will not be paid for time that they designate as compensatory time unless compensatory time is not used by the end of the calendar year in which it is accrued. Where an employee does not use time designated as compensatory time by the end of the calendar year in which it is accrued, the Town shall pay the employee for such time during the first pay

period of the next calendar year. Should an employee fail to designate the time as compensatory time it will be paid as overtime.

As in the case of any overtime work, no employee shall work extra hours for compensatory time without prior authorization from the Superintendent or his designee. When the employee wants to use compensatory time as additional time off, he/she must seek approval from the Superintendent or his designee prior to scheduling the time off. Request for use of compensatory time must be made in accordance with Article 40, section e. Compensatory time may be taken in one (1) hour increments.

Employees hired for a bargaining unit position covered by this Agreement on or after approval of this Agreement shall not be eligible for compensatory time.

### **ARTICLE 32** **OTHER PAID LEAVE**

#### **Bereavement Leave**

- a. Full time employees are entitled to up to three (3) work days of paid leave (four (4) work days if the employee elects to attend a funeral that is being held more than two hundred fifty (250) miles from the employee's home) in the event of the death of any of the following:

Spouse	Father	Mother	Sister
Brother	Child	Grandchild	Step-child
Step Parent	An individual that the employee stands in Loco Parentis		

- b. Full time employees are entitled to up to two (2) work days of paid leave (three (3) work days if the employee elects to attend a funeral that is being held more than two hundred fifty (250) miles from the employee's home) in the event of the death of any of the following:

*Grandparent	Son in law	Daughter in law	* Aunt
Mother in law	Father in law	Sister in law	*Uncle
Brother in law			

\*Including Grandparent, Aunt or Uncle of Spouse

In the event an employee is called upon to assume full responsibility for the funeral of any of those listed in this section, the employee shall be granted up to a total of five (5) work days (that include attendance at the funeral and any services), with pay.

The full-time employee will advise the Superintendent or his designee, in writing, of the number of days he will be using within the work day timeframes set forth under (a) and (b) above (whichever is applicable).

### **Funeral Occurring While On Other Authorized Leave**

Where the employee is authorized to take bereavement leave and said leave occurs when the employee is on sick leave or personal leave, the employee shall not be charged with the use of sick leave or personal leave; rather, such time shall be considered bereavement leave.

When an employee is authorized to take bereavement leave and said leave occurs on an official paid holiday, the employee will be paid for the bereavement leave and receive a floating holiday (in lieu of holiday pay) to be used prior to the end of said contract year on a mutually agreeable date between the employee and the Superintendent or his designee.

When an employee is authorized to take bereavement leave and said leave occurs while the employee is on vacation leave, the employee shall not be charged with the use of vacation leave; rather, such time shall be considered funeral leave.

### **Family Medical Leave**

The Town shall follow applicable provisions of the federal and state Family and Medical Leave Act. To the extent authorized by applicable law, except as set forth below, any employee eligible to take FMLA leave shall be required to use any paid leave concurrently with the FMLA leave before taking any unpaid medical leave.

Such paid time will count toward and is not in addition to the twelve (12) weeks of FMLA leave available under this policy. The Town, at its sole discretion, shall give reasonable consideration to an employee requesting to withhold up to two (2) weeks vacation from being imposed on him/her, if there are extenuating circumstances.

Requests for family medical leave must be submitted to the Public Works Supervisor at least thirty (30) calendar days in advance of foreseeable events and as soon as possible for unforeseeable events. Failure to give the appropriate notice may result in denial of the employee's request for leave.

Employees requesting family leave related to the serious health condition of the employee's child, spouse, or parent may be required to submit a healthcare provider's statement verifying the need for the leave and listing its beginning and expected ending dates.

An employee requesting medical leave related to his/her own serious health condition must submit a statement from a physician verifying the need for medical leave and its beginning and expected ending dates. An employee returning from a medical leave for his/her own serious health condition must submit a healthcare provider's verification of the employee's fitness to return to work.

At the time the FMLA is requested, the employee shall advise the Town if he/she is requesting to withhold up to two (2) weeks of vacation time, the specific extenuating circumstances, the reason(s) for the request and the anticipated dates the vacation time will be used.

The Town, at its sole discretion, shall give reasonable consideration to an employee requesting to withhold up to two (2) weeks' vacation. The Town's decision shall be based on the specific extenuating circumstances, the reason(s) set forth by the employee in the request, the anticipated dates noted by the employee in the request, whether the dates are in a block (or individual dates) and the operational needs of the Town.

While on FMLA leave or any other paid or unpaid leave approved by the Town, the employee may not engage in outside employment or self employment, other than part time work that the employee engaged in while actively working for the Town prior to the leave, and as long as the number of hours of part time work per week does not exceed the number of hours of part time work engaged in prior to the leave. Violation of this provision will be considered a violation of the terms of the employee's leave and will result in discipline, up to and including termination of employment.

While an employee is on an approved FMLA leave, the Town shall continue to pay its share of the employee's healthcare premiums as if the employee were working.

An alleged violation of the FMLA shall not be subject to arbitration under the grievance and arbitration procedure.

### **Military Leave**

Any employee who, as part of his military service, is required to attend military reserve or National Guard meetings or drills during regular working hours shall be allowed a leave of absence for that purpose.

In addition, military leaves of absence will be granted to regular full time and regular part time employees to attend scheduled drills, training, or active duty with the U.S. armed services. Employees may use any available paid time off for the absence. If the period of service is more than thirty (30) calendar days but less than one hundred eighty (180) calendar days, the employee must apply for re-employment within fourteen (14) calendar days of completing his or her service.

If the period of service is more than one hundred eighty (180) calendar days, the employee must apply for re-employment within ninety (90) calendar days of completion of service.



**ARTICLE 33**  
**PERSONAL DAYS**

Full-time employees shall be entitled to four (4) paid personal leave days annually after one (1) year of service provided the employee shall provide twenty four (24) hours' notice prior to use to the Superintendent or his designee. The notice requirement may only be waived in an emergency situation, provided that the Town may require documentation of the emergency.

Personal time may be taken in one-quarter (.25) hour increments and may be used to supplement the employee's work hours if the employee has not worked his regularly scheduled hours on such day. Upon exhaustion of personal time, any time not worked during the employee's scheduled work hours shall be considered unpaid time and may not be supplemented by other forms of paid time off (i.e. – sick time, compensatory time or vacation time). Personal days shall not accumulate from year to year, and employees will not be paid for unused personal days.

The Town may in its sole discretion approve personal time off when the employee has requested such time off with less than the required contractual notice. Such approval shall not constitute or be regarded by the Union or any individual as establishing a pattern or practice of granting such time off without the required contractual notice. The parties agree that personal time shall not be used as a means of excusing tardiness in reporting to work. Additionally, the Town's discretionary decision to grant such time off without the required notice in some cases, but not in others, shall not serve as the basis for a claim of discrimination, retaliation, or wrongful conduct of any sort against the Town.

**ARTICLE 34**  
**JURY DUTY**

Full-time employees shall be granted a jury duty leave, without loss of regular pay, for required jury duty. An employee who receives notice of jury duty service shall provide such notice to the Town. Any full time employee called for jury duty service shall receive that portion of his regular compensation, which will, together with jury duty pay, equal his/her regular straight time compensation for the same period, provided that the employee notifies the Superintendent or his designee upon receipt of the jury summons, and furnishes proof of jury service served and any payment received.

Employees shall promptly notify their supervisor whenever they are released from jury service. An employee who is released from jury duty service prior to the close of the employee's regular work day shall make reasonable efforts to report to work for the remaining portion of the work day, if reasonable to do so.

**ARTICLE 35**  
**REIMBURSEMENT FOR USE OF PRIVATE AUTOMOBILE**

Employees who use their private automobiles for official business as authorized by their immediate supervisor shall be compensated at the rate established by the Internal Revenue Service as the applicable rate-per-mile. Claims must be submitted monthly for the previous month. Employees must submit their reimbursement claims to the Office of the First Selectman after they receive authorization from their immediate supervisor. Compensable "official business" does not include driving to or from work, whether or not such work is off site.

**ARTICLE 36**  
**FACILITIES AND TOOLS**

- A. Except as set forth below, employees may use the highway garage facility and tools on site only and exclusively for personal use, without any financial gain. All such personal use of the highway garage facility and tools must be scheduled and approved, in writing, in advance by the Superintendent or his designee and will only be permitted during off work hours that are contiguous to the employee's work hours and when it will not interfere with the Department's operations. Employees may not remove Town tools from the Department of Public Works property.

All eligible employees wishing to make personal use of the highway garage facility and tools will be required to sign an acknowledgment and waiver relieving the Town of liability in the event of accident or injury in connection with such personal use. Permission to use the highway garage facility and tools for personal use shall be granted in the sole discretion of the Superintendent or his designee and neither the employees nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement for any disagreement in connection with the Town's decision to grant or deny requests for such personal use.

Employees hired by the Town for a bargaining unit position covered by this Agreement on or after July 1, 2020 are not permitted to use the highway garage facility and tools for personal use.

- B. Notwithstanding the above, all bargaining unit employees may use the Public Works garage during snowstorms to park their personal vehicles in order to facilitate the clearing of the lot and to keep the flow of traffic moving.

**ARTICLE 37**  
**EQUIPMENT SHOWS**

Employees may be allowed to attend equipment shows that are offered in the area, if approved in the discretion of the Superintendent.

**ARTICLE 38**  
**SAFETY EQUIPMENT AND UNIFORMS**

Public Works employees are required to convey a neat appearance and to wear the approved uniform at all times when on work duty. The Town will provide to each employee eleven (11) shirts and pants, and two (2) jackets, to be replaced as needed. Additionally, the Town, in its discretion, may also provide employees with additional apparel (i.e. – sweatshirts and t-shirts).

The approved uniform includes OSHA approved work boots, as described in the following paragraph. Employees may elect at the start of employment to wear jeans instead of the uniform pants. Jeans will be available from the uniform company, or employees may procure their own jeans, subject to approval of the style and condition by the Public Works Supervisor or his designee. Employees who choose to procure their own jeans will be responsible for purchasing and laundering the jeans, and will also be responsible for keeping the jeans clean and neat. The Town shall continue to provide at no cost to employees: one winter jacket; one pair snow boots; and one pair of coveralls (with the exception of mechanics who shall be provided two (2) pairs of coveralls). The Town shall replace such items based on usage and condition.

In addition to the above, upon submission of a date stamped receipt, employees will receive in each contract year reimbursement of up to one hundred seventy-five dollars (\$175.00) to purchase OSHA approved steel or composite work boots for use at work (a boot allowance). Effective July 1, 2020, the boot allowance shall be two hundred dollars (\$200.00). There shall be a monthly inspection of work boots and if the Town determines, in its reasonable discretion, that an employee's work boots are not OSHA-approved steel or composite toe, or that an employee's work boots are in such poor condition that their safety value has become compromised, it may require the employee to purchase a new pair of OSHA approved steel or composite toe work boots for use at work. Nothing herein shall alter the amount of the yearly maximum reimbursement set forth above which employees will receive for the purchase of work boots.

The Town shall make personal protective equipment available to employees. Employees who fail or refuse to wear the required uniform or any part thereof or refuse to use available and mandated personal protective equipment, including but not limited to ear protection, will be subject to progressive discipline up to and including termination.

Employees are prohibited from wearing any part of the Town uniform provided outside of work hours, except where incidental to traveling to or from work.

**ARTICLE 39**  
**VACATIONS**

Full time employees hired for a bargaining unit position covered by this Agreement prior to July 1, 2017, are entitled to vacation benefits according to the following schedule:

<b><u>Years Of Full-Time Service In A Bargaining Unit Position*</u></b>	<b><u>Vacation Time</u></b>
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Less than 1 of service	0
1 <sup>st</sup> year anniversary through 5 <sup>th</sup> year anniversary	10 days
6 <sup>th</sup> year anniversary through 10 <sup>th</sup> year anniversary	15 days
11 <sup>th</sup> year anniversary through 15 <sup>th</sup> year anniversary	20 days
16 <sup>th</sup> year anniversary and any subsequent anniversary dates	25 days

Full time employees hired for a bargaining unit position covered by this Agreement prior to on or after July 1, 2017, are entitled to vacation benefits according to the following schedule:

<b><u>Years Of Full-Time Service In A Bargaining Unit Position*</u></b>	<b><u>Vacation Time</u></b>
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Less than 1 of service	0
1 <sup>st</sup> year anniversary through 5 <sup>th</sup> year anniversary	10 days
6 <sup>th</sup> year anniversary through 10 <sup>th</sup> year anniversary	15 days
11 <sup>th</sup> year anniversary and any subsequent anniversary dates	20 days

Vacation must be taken in not less than one (1) hour increments.

\*Commencing on the employee's anniversary date.

Any bargaining unit employee who had as of July 1, 2017 the date he/she commenced working for the Town on a part-time basis as the date for determining his/her eligibility for vacation days shall continue to be eligible for vacation days based on such date.

**ARTICLE 40**  
**VACATION RULES AND PROCEDURES**

The following shall apply to vacation leave:

- a. An employee should attempt to use vacation time within the twelve (12) month period following his/her anniversary date. Its use must be requested by the employee and approved in writing by the First Selectman or his/her designee. Pay will not be granted in lieu of vacation time.
- b. A regular employee may carry over, with written approval of the First Selectman, one-half (½) of the employee's remaining vacation days from one (1) year to the following year (based on the employee's anniversary date). Any unused vacation leave not approved by the First Selectman as a carry-over from one year to the next (as set forth above) shall be forfeited. If a carryover is approved, the employee must use the carried over days within sixty (60) days of his/her anniversary date.

- c. Choice of vacation dates by employees shall be granted whenever practicable without jeopardizing the business needs of the Town, taking into consideration work responsibilities of the employee, as determined by the First Selectman and Superintendent; provided that no employee may take more than ten (10) consecutive vacation days without prior approval (verified in writing) of the First Selectman, which approval shall not be unreasonably denied.
- d. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) days and the employee files a physician's certificate documenting the duration of the illness with the First Selectman.

The following shall apply to vacation leave:

- e. Employees shall be paid one hundred percent (100%) of their unused vacation time upon being laid off, retiring, quitting with two (2) weeks advance notice, or other termination. Under such circumstances, vacation days granted on the employee's anniversary date in his/her last year of employment less any days used between his/her anniversary date and his/her last day of employment will be paid in accordance with the following:

the employee will be paid for unused credited vacation days on a prorated basis based on the period from the employee's anniversary date to his/her last day of employment, provided, the employee will receive payment for no less than one-half ( $\frac{1}{2}$ ) of the days credited on his/her last anniversary date prior to his/her separation from employment for the reasons set forth above.

This payment shall not be included in compensation subject to the Town's IRS Section 457b retirement contribution. Employees shall not be eligible for a payout if the employee is terminated (or resigns in lieu of termination) for serious misconduct including but not limited to: carrying weapons, proven recklessness resulting in a serious accident, deliberately damaging Town equipment or property, deliberately falsifying Town records or stealing.

Any and all time off with pay, including vacation time, must be requested in advance with a "Time Off Request Form", which must be approved by the Superintendent or his designee.

Vacation should be requested in accordance with the following:

- Requests for use of more than five (5) vacation days must be requested at least two (2) weeks prior to the first day of the requested use of vacation leave;
- Requests for use of five (5) vacation days must be requested at least one (1) week prior to the first day of the requested use of vacation leave;

- Requests for use of three (3) or four (4) vacation days must be requested at least seventy-two (72) hours prior to the first day of the requested vacation use of vacation leave;
- Requests for use of one (1) or two (2) vacation days must be requested at least twenty-four (24) hours prior to the requested use of vacation leave.

Time off requests submitted in writing by an employee for up to two (2) days off shall be responded to by the Town in writing, if possible, by the next business day. Time off requests submitted in writing by an employee for three (3) days or more shall be responded to by the Town in writing, if possible, within the following two (2) business days.

The Town may in its sole discretion approve the use of vacation time, when the employee has requested the time off with less than the required contractual notice. Approval shall not constitute or be regarded by the Union or any individual as establishing a pattern or practice of granting such time off without the required contractual notice. Additionally, the Town's discretionary decision to grant the time off without the required notice in some cases, but not in others, shall not serve as the basis for a claim of discrimination, retaliation, or wrongful conduct of any sort against the Town.

In April of each year, the Superintendent will circulate a Vacation Sign-Up Sheet on which employees who are eligible for such vacation time may indicate their preference for two (2) weeks of accumulated vacation during the upcoming contract year, July 1<sup>st</sup> - June 30<sup>th</sup>.

Vacation shall be authorized in order of seniority and based on the business needs of the Town to cover work duties for days for which more than one (1) employee requests vacation. The Superintendent will, after approving the two (2) week vacation periods first requested, then circulate a vacation schedule to employees on which they may indicate their preferences for any remaining vacation time.

Once an employee uses all of his accumulated vacation time, no further time off, except for illness or personal time off as defined elsewhere in this Agreement, will be permitted. Except in emergency situations or pursuant to its leave policies as reflected in this Agreement, Public Works employees will not be permitted additional time off with or without pay.

Vacation time shall be granted in a minimum of one (1) hour increments. Vacation time shall not be used to compensate employees who arrive late for work or leave early, except in the event of a documented emergency. Documentation must be supplied within two (2) working days of the day when emergency use of vacation time occurs, except in circumstances beyond the control of the employee.

From November through April, where more than one (1) bargaining unit member has been approved to take vacation during the same period, the individual who obtains approval first shall not have to be available to work during vacation. Any other individual(s) obtaining approval to take vacation during the same time period shall be available to work, if the need arises. Such work shall be offered in accordance with the overtime provisions set forth in Article 21.

#### **ARTICLE 41** **HOLIDAYS**

The following are the official paid holidays for all full time, regular employees (Holidays for Transfer Station employees shall be in accordance with the language set forth below):

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Day

- a. One-half (½) day on Christmas Eve, when it falls on Monday through Thursday.
- b. One-half (½) day on New Year's Eve, when it falls on Monday through Thursday.
- c. There shall be one (1) floating holiday. The date of observance shall be determined by the Board of Selectmen each contract year.

**Transfer Station Operator:** The Transfer Station operator shall receive the same number of paid holiday hours as all other bargaining unit employees in each contract year (an equalization of paid holiday hours).

Paid holiday hours are to be used on days the Transfer Station operator is scheduled to work, but the Transfer Station is closed due to the holiday.

Except as set forth below regarding Christmas and New Year's Eve, on each holiday, the Transfer Station operator will receive holiday pay based on his regular work schedule for the day and the number of holiday pay hours will be deducted from his aggregate number of equalized holiday pay hours set forth above.

If the Transfer Station operator has any remaining equalized paid holiday hours (after the hours are applied to the Transfer Station operators work schedule at the beginning of a contract year), the remaining hours will be scheduled by mutual agreement between the Superintendent or his designee and the Transfer Station operator during the same or subsequent work week.

The Transfer Station operator is expected to work his regularly scheduled nine (9) hours on Saturday when Christmas Eve and New Year's Eve fall on such day; under such circumstances the employee shall receive nine (9) hours of floating time for each holiday worked to be used on a day prior to the end of the contract year by mutual agreement between the employee and the Superintendent or his designee.

#### **Holiday Falling On Weekends (Does Not Apply To Transfer Station)**

In all cases, when a holiday falls on a Saturday, the holiday will be observed on the immediately-preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the immediately-succeeding Monday.

#### **Day Off Preceding/Following A Holiday**

If an employee takes a day off preceding or following a holiday, unless scheduled as a vacation, personal day, or approved sick day, he will not get paid for the holiday. The Town may require medical certification for illness the day before, or the day after a holiday, in order to qualify for holiday pay.

#### **Holiday While On Sick Leave/Vacation**

When a holiday occurs during an employee's regular vacation, or paid sick leave, said holiday shall not be charged against the employee's earned vacation time or sick leave but charged as a holiday.

#### **Holiday Pay**

Holiday pay shall be paid according to the hours an employee is normally scheduled to work on such holiday (i.e., ten (10) hour schedule equals ten (10) hours holiday pay).

### **ARTICLE 42** **GROUP INSURANCE**

All bargaining unit members shall be eligible to participate in a high deductible health plan ("HDHP") group health insurance plan offered by the Town summarized in the attached Plan Description.

The Town will contribute fifty percent (50%) in year 1 of the contract (July 1, 2019 through June 30, 2020), fifty percent (50%) in year 2 of the contract (July 1, 2020 through June 30, 2021), fifty percent (50%) in year three of the contract (July 1, 2021 through June 30, 2022) and fifty percent (50%) in year four of the contract (July 1, 2022 through June 30, 2023) of the applicable deductible amount into the employee's established Health Savings Account ("HSA") for eligible employees hired for bargaining unit positions covered by this Agreement prior to July 1, 2017. For any employee hired on or after July 1, 2017 for a bargaining unit position covered by this Agreement, the



employee shall be responsible for one hundred percent (100%) of the deductible. Effective July 1, 2021, the language set forth herein regarding employees hired prior to and on or after July 1, 2017 shall be eliminated. Consequently, effective July 1, 2021, the Town's contribution toward the applicable deductible amount for all eligible employees shall be the same.

For any plan year in which an employee is enrolled in the HDHP plan for only a portion of the plan year, the Town's deposit toward the funding of the deductible shall be pro-rated.

Effective July 1, 2021, the Town's contribution toward the deductible will be deposited into the employee's HSA accounts on or about July 1<sup>st</sup> (fifty percent (50%) of the Town's contribution) and on or about January 1<sup>st</sup> (the remaining fifty percent (50%) of the Town's contribution).

The parties acknowledge that the Town's contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed eligible employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

Employees shall pay eight percent (8%) in year 1 of the contract (July 1, 2019 through June 30, 2020), nine percent (9%) in year 2 of the contract (retroactive to July 1, 2020 through June 30, 2021), ten percent (10%) in year three of the contract (July 1, 2021 through June 30, 2022) and eleven percent (11%) in year four of the contract (July 1, 2022 through June 30, 2023) toward the premium for health insurance.

In the event that the Plan is no longer available, or health insurance premiums increase substantially, or the Town determines that another health insurance plan will provide group health insurance coverage at more favorable premium rates, the Town shall provide notice to the Union of its intention to change plans.

The Town shall not be precluded from doing so, provided that it shall (a) seek an alternative group health insurance plan that provides substantially comparable coverage on an overall plan benefit basis to the Plan, and (b) shall provide the Union an opportunity to negotiate over the impact of the implementation of such an alternative plan. In the event the parties cannot reach agreement through negotiations, the matter may be submitted to interest arbitration within fifteen (15) calendar days that the parties reached impasse on the issue.

#### **Group Health Insurance Waiver**

Effective July 1, 2021, an eligible bargaining unit member, as set forth below, may elect to waive group health and dental coverage and receive additional annual compensation in lieu of said coverage paid on a bi-weekly basis in equal increments, subject to the terms and conditions set forth herein.

Each employee who waives group health and dental insurance coverage must on an annual basis provide a signed, witnessed waiver form to the Town and written proof of health insurance coverage (including the period of coverage) under an insurance plan sponsored by an employer or entity that is not affiliated with the Town or its related entities and institutions.

Effective July 1, 2021, the Town shall pay, on a pro-rated bi-weekly basis, one thousand dollars (\$1,000.00) for waiving single coverage, one thousand two hundred fifty dollars (\$1,250.00) for waiving two-person coverage and one thousand five hundred dollars (\$1,500.00) for waiving family coverage.

Any employee eligible to make such election (other than an election made upon initial employment) shall make the election during the annual open enrollment period by submitting the appropriate election form to the First Selectman or designee. Such election shall become effective on July 1<sup>st</sup>. As specified in IRS Section 125 which regulates qualifying events, an employee may re-enter the Town's group health coverage in accordance with applicable insurance company procedures and policies. In such circumstances, the employee's compensation as set forth above shall be prorated accordingly. Such Waiver Compensation payments shall continue until such time as (a) the employee's employment is terminated; (b) the employee revokes the waiver and becomes eligible for participation in the Town Plan (or any substitute plan adopted pursuant to the preceding subsection of this Agreement); or (c) the employee is no longer covered by a health insurance plan sponsored by an employer or entity that is not affiliated with the Town or its related entities and institutions. Accordingly, in the event that an employee is no longer covered by a health insurance plan under an insurance plan sponsored by an employer or entity that is not affiliated with the Town or its related entities and institutions the employee must immediately provide the Town with written notice of the loss of such coverage.

Any such payment shall be subject to the deduction of applicable payroll taxes, but shall not be included in the calculation of the employee's annual wages for the purposes of calculating an overtime rate, nor shall it be included in the Town's IRS Section 457b retirement contribution.

An employee who elects to receive additional annual compensation in lieu of group health and dental coverage should be aware that a subsequent election to take the insurance coverage may subject him/her and or his/her dependents to certain requirements and/or restrictions. Such election shall be controlled by applicable law, and is not subject to the terms of this Agreement except as expressly set forth herein.

#### **Dental Insurance:**

Full-time bargaining unit employees and their dependents shall be eligible for enrollment in the dental plan offered by the Town (or a comparable plan) (the "Dental Plan").

In year 1 of the contract (retroactive to July 1, 2019 through June 30, 2020), full-time employees participating in the Dental Plan shall be responsible for paying nineteen percent (19%) of the premium for themselves and any dependents enrolled in the Dental Plan; in year 2 of the contract (retroactive to July 1, 2020 through June 30, 2021), full-time employees shall be responsible for paying twenty percent (20%); in year three of the contract (July 1, 2021 through June 30, 2022), full-time employees shall be responsible for paying twenty-one percent (21%); and in year four of the contract (July 1, 2022 through June 30, 2023), full-time employees shall be responsible for paying twenty-two percent (22%) of the applicable insurance premium for participation in the Dental Plan. The Town shall pay the remaining Dental Plan premium for participating employees.

**Group Life Insurance:**

The Town shall pay the premium for participation by full time members of the bargaining unit in a Group Life Insurance plan with the AD&D Rider with a death benefit of twenty thousand dollars (\$20,000.00). A copy of the summary plan description is available from the Treasurer's Office in Town Hall.

**Group Long Term Disability Insurance:**

The Town shall pay fifty percent (50%) of the premium for full time bargaining unit members who elect to participate in the Town-sponsored Group LTD Insurance - provided that participating employees shall contribute fifty percent (50%) of the premium for such Group LTD Insurance coverage. A copy of the summary plan description is available from the Treasurer's Office in Town Hall.

**ARTICLE 43**  
**RETIREMENT PLAN**

Effective upon approval of this Agreement, the Town shall contribute ten percent (10%) and shall match on a dollar for dollar basis the employee's contribution (if any) up to an amount representing an additional four percent (4%) of the employee's gross weekly wages.

The employee may add contributions to the plan consistent with IRS Section 457b. Full-time employees are eligible for the Town contribution in the first month following one (1) year of employment. The employee may make tax deferred contributions to the plan following three (3) months of employment. Employees are encouraged to discuss this with the appropriate personnel in the Treasurer's Office. The Town shall not be obligated to make Plan contributions on payments for unused sick leave, vacation leave, personal leave, compensatory time (if applicable), Waiver Compensation, or any other compensation or benefit paid to a bargaining unit member other than regular and overtime wages.

**ARTICLE 44**  
**JOB CLASSIFICATIONS**

There shall be no reduction in pay if an employee is temporarily placed in a lower paying classification. If an employee is temporarily placed by the Town in a higher paying classification for four (4) hours or more he/she shall receive the higher pay rate for that classification for that day. This provision shall not apply to employees temporarily placed into the Grounds Maintenance/Maintainer position. Employees temporarily placed into the Grounds Maintenance/Maintainer position will be paid at their normal rate of pay.

**ARTICLE 45**  
**HEAT STRESS**

The Town remains at all times concerned for the safety and welfare of its employees. In the event of extremely hot weather, the Town will make best efforts to provide alternative work that does not involve heavy manual labor out of doors, to the extent that such work is available and does not interfere with the Town's business operations in providing services to its citizenry.

Similarly, in the event of extremely cold weather, the Town will make best efforts to provide alternative work that does not involve manual labor out of doors, to the extent that such work is available and does not interfere with the town's business operations in providing services to its citizenry.

All determinations made under this Article shall be in the sole discretion of the Town.

**ARTICLE 46**  
**PRIOR WORK PRACTICES**

The Town may, in its discretion, continue to follow work practices previously followed and approved by the Public Works Unit Supervisor or the Superintendent unless prohibited by or abridged in this Agreement.

**ARTICLE 47**  
**ELECTRONIC COMMUNICATION DEVICES**

Employees shall not be permitted to engage in personal telephone calls, text messaging, sending or receiving emails or accessing the internet on their personal cell phones or any other electronic devices during work hours.

Employees shall not use portable listening devices, e.g., Walkman, IPODS, iPhones, etc., while at work unless such devices are OSHA approved and the use does not expose the employee to increased safety risks.

Employees may use personal cell phones for legitimate Town business purposes, i.e., to communicate with a supervisor when other forms of communication are unavailable, provided that employees shall not be required to use their personal cell phones for Town business.

Employees may respond during working hours to personal telephone calls via cell phone in the case of a personal or family emergency. The abuse of this privilege shall be grounds for discipline up to and including discharge.

Cell phones and portable listening devices may be used during rest period as specified in Article 20.

**ARTICLE 48**  
**MAINTENANCE OF VALID DRIVER'S LICENSE; MOTOR VEHICLE**  
**ACCIDENTS AND VIOLATIONS**

All Public Works employees must maintain a valid driver's license. In the event that the employee's license is restricted, or he/she is cited for any moving violation, whether during or outside of work, the employee must immediately inform the Superintendent of all the relevant facts.

After considering the nature of the violation or restriction, the Town will reasonably determine whether to suspend the employee (with or without pay) pending an investigation.

As part of the investigation, the Town will determine whether the employee is likely to pose a threat to the safety of himself, other employees or the public or will have substantial insurance consequences so as to warrant termination of employment or other appropriate measures by the Town.

If an employee is suspended without pay pending an investigation by the Town, and the Town determines the violation or restriction does not pose a threat to the safety of others, or have a substantial impact on the Town's insurance, then the employee shall be paid for the time lost for the suspension imposed during the investigation.

Any employee involved in a motor vehicle accident during work hours must immediately notify his supervisor and the State Police regardless of the severity of the accident and who was at fault for the accident.

In addition, each Public Works employee must annually provide the following documentation to the Town on a date determined by the Town:

- a. his driver's license (i.e., allowing the Town to make a copy);
- b. a signed release, permitting the Town to obtain a copy of the employee's driving history on a release form to be provided by the Town; and

- c. a signed statement, to be submitted annually in January, confirming that the employee has not received any moving violations during the preceding calendar year.

Public Works employees are also required to carry their medical card with them when operating Town vehicles in accordance with state and federal laws regarding CDLs.

Any time spent by an employee maintaining his/her CDL requirements (including medical card) shall be paid for by the Town at the employee's hourly rate of pay up to a maximum of two (2) hours per calendar year. Employees shall be responsible, along with their health insurer, for the cost of the CDL physical itself.

The Town may equip all vehicles with Global Positioning Systems (GPS). GPS installed in Town vehicles may be used for, including but not limited to, efficiency, emergencies, safety and/or discipline.

The Town will advise the Union which vehicles contain GPS.

The Town agrees that in cases of discipline, it:

- a. will obtain additional evidence through investigation or other techniques to verify GPS information; and
- b. will not rely solely on the GPS for the discipline.

#### **ARTICLE 49** **TRANSFER STATION**

All Public Works employees are required to obtain a Transfer Station Operator's Certificate from the Connecticut Department of Environmental Protection within the first year of employment (and provide the Superintendent or his designee with a copy). This certificate must be kept current by the employee during the time he/she works in the department. The Town may, in its discretion, assign maintainers to work at the Transfer Station as needed.

Except for items normally maintained in the repurposing area (i.e. – toys, bicycles, grills), employees may not remove or retrieve any items from the Transfer Station (nor shall they permit residents or other individuals to remove or retrieve any items from the Transfer Station).

#### **ARTICLE 50** **GIFTS OR ITEMS OF VALUE**

Employees are prohibited from accepting any gift or item of value from any member of the public at any time, including without limitation Christmas gifts or cards with gifts of

money. Notwithstanding the above, employees may accept non-alcoholic drinks offered by members of the public at the job site and may accept occasional gifts of pizza at the garage by members of the public if approved in advance by the Superintendent or Unit Supervisor.

#### **ARTICLE 51**

#### **SEPARABILITY/SAVINGS CLAUSE**

Any part of this Agreement that conflicts with applicable federal, state or municipal laws or regulations shall be considered void, but such voidness shall not invalidate any other contract provisions. Nothing contained in this Agreement is intended to violate any federal or state laws, rules or regulations made pursuant thereto. This is the exclusive agreement between these parties with all prior agreements becoming void on the effective date of this Agreement.

#### **ARTICLE 52**

#### **MEETINGS**

In meetings in which bargaining unit employees' Weingarten rights apply, the Town shall have no more than two (2) representatives of the Town present. In addition, in disciplinary meetings, the Town shall have no more than two (2) representatives present. In such disciplinary meetings in which the Town elects to have two (2) representatives present, the employee, if he/she requests to, shall have the right to have a Union witness present during such meeting.

#### **ARTICLE 53**

#### **SAFETY & HEALTH**

The Town agrees to continue to make reasonable efforts to provide safe and healthful conditions of work for bargaining unit employees and to make available to said employees any protective equipment required by existing state law. Employees are to use the protective equipment provided and to conduct themselves in a safe and responsible manner.

A Town Safety Committee is established and shall include two Public Works union employees and the First Selectman and/or his/her designee. ~~The Parties will meet upon request of either party.~~ The committee will be responsible for reviewing safety problems.

#### **ARTICLE 54**

#### **MISCELLANEOUS**

**Workers' Compensation:** An employee who is out of work due to a work injury or incapacity and the employee is receiving either: (a) weekly temporary total disability benefits ("TT"); or (b) temporary partial disability benefits ("TP") (if the Town does not have work within the employee's light duty restrictions) the employee will receive the difference between his weekly wages from the Town (based on his regular full-time

forty (40) hour workweek) and his weekly TT/TP benefits for a period not to exceed an aggregate total of twenty-six (26) weeks for such injury.

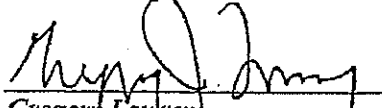
The parties understand and agree that the payment from the Town shall be subject to applicable state and federal taxes.

**ARTICLE 55**  
**DURATION**

This Agreement shall become effective from July 1, 2019 through June 30, 2023. Either party may serve written notice one hundred and twenty (120) days in advance of the expiration date of their desire to negotiate a new Agreement. Should neither party give such one hundred and twenty (120) day notice, this Agreement shall remain in full force and effect until such notice is given for one hundred and twenty (120) days thereafter.

TOWN OF MARLBOROUGH

10.1.2020

  
\_\_\_\_\_  
Gregory Lowrey  
Marlborough First Selectman

NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES (NAGE)

  
\_\_\_\_\_  
Ed Kosinski  
on behalf of NAGE



**APPENDIX A**  
**WAGES**

	7-1-19 – 6-30-20*	7-1-20 – 6-30-21**	7-1-21 – 6-30-22	7-1-22 – 6-30-23
Percentage Increase	1.75%	1.75%	1.95%	1.95%
Maintainer	\$28.76	\$29.26	\$29.83	\$30.41
Grounds Maintenance/ Maintainer	\$29.86	\$30.38	\$30.97	\$31.57
Equipment Operator/ Maintainer	\$29.86	\$30.38	\$30.97	\$31.57
Transfer Station Operator/Maintainer	\$30.04	\$30.57	\$31.17	\$31.78
Mechanic/Maintainer:	\$30.90	\$31.44	\$32.05	\$32.67

\*The July 1, 2019 – June 30, 2020 general wage increase is retroactive to July 1, 2019.

\*\*The July 1, 2020 – June 30, 2021 general wage increase is retroactive to July 1, 2020.

**APPENDIX B**  
**GROUP HEALTH PLAN DOCUMENTS**