

JULY 1, 2017 through JUNE 30, 2021

LITCHFIELD TOWN HIGHWAY/SEWER EMPLOYEES UNION
LOCAL 1303-094 OF COUNCIL 4
AFSCME, AFL-CIO

and

TOWN OF LITCHFIELD

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Section 2.1

Except as specifically set forth in this agreement, the management of the Town Highway Department and Sewer Plant, the manning of the same and the direction of the working forces and equipment usage will vest solely in the Town, including the right to hire, transfer, promote, retain, for proper cause to discipline and discharge; establish and maintain standards of quality, efficient operations and worker efficiency; to relieve employees from duties because of lack of work, and to determine schedules of operation. If not specifically set forth in this Agreement, there shall be no abridgement or diminution of any function, authority, right or responsibility of the Town.

Section 2.0

MANAGEMENT RIGHTS
ARTICLE 2

The Town hereby recognizes the Union as the sole and exclusive bargaining agent for permanent employees of the Town's Highway Department and Sewer Plant in the positions of Laborer/Assistant Foreman/Garage, Chief Waste Water Treatment Plant Operator, Plant Operator-Sewer Treatment and Assistant Plant Operator-Sewage Treatment for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

Section 1.0

RECOGNITION
ARTICLE 1

THIS AGREEMENT is made by and between the TOWN OF LITCHFIELD, CONNECTICUT, a municipal corporation, (hereinafter referred to as the "Town"), and the LITCHFIELD TOWN HIGHWAY/SEWER EMPLOYEES UNION (hereinafter referred to as the "Union"), affiliated with Council 4, AFSCME, AFL-CIO).

The primary purpose of any municipal government is to guard, foster and promote the welfare of the community. A well-governed, healthy and prosperous community cannot neglect, on the one hand, its moral and legal obligations to its employees, while then recognizing on the other hand, the requirement that the employees of the municipality accept the realities and limitations of the municipality's sources of financing.

PREAMBLE

TOWN OF LITCHFIELD
-and-
LITCHFIELD TOWN HIGHWAY/SEWER EMPLOYEES UNION LOCAL 1303-094
OF COUNCIL 4
AFSCME, AFL-CIO

All bargaining unit work shall be performed by bargaining unit employees before non-bargaining unit employees may be utilized.

ARTICLE 3
AGENCY SHOP AND DUES CHECK OFF

Section 3.0

All employees who are members of the Union must pay monthly dues uniformly required of all union members for the duration of the Agreement.

Section 3.1

All employees who are eligible to become Union members, as a condition of continued employment, shall pay to the Union each month a service charge as a contribution toward the cost of administration of this Agreement provided, however, that no employee shall be required to comply with this section before the completion of their first thirty (30) days of employment. The amount of such service charge shall be equivalent to the proportionate costs of collective bargaining, grievance adjustment and contract administration equivalent of the amount uniformly required of Union members.

Section 3.2

Upon receipt of individual written authorization from Union members or service fee payers, the Town agrees to deduct Union dues or service charges monthly from earned wages and remit promptly to the Treasurer of Local 1303, Council 4, AFSCME, AFL-CIO not later than fifteen (15) days after deductions are made.

Section 3.3

Employees who are subject to dues or service charge deductions of this Article and who are not eligible to receive pay on the scheduled date for such deductions shall be subject, on the next scheduled deduction date(s) to make up deductions(s) for Union dues, unless the Town is specifically relieved of this obligation, in writing, by the Secretary of the Union.

Section 3.4

The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, lawsuits, or other forms of liability including reasonable attorneys' fees that shall or may arise out of, or by reasons of, action taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE 4
SENIORITY, LAYOFF AND RECALL

Section 4.0

Seniority, as used in this Article, will be defined as a total length of continuous employment since date of hire, or last date of rehire with the Town, subject to the provisions of this Article.

Section 4.1

The Town shall provide the Union annually with a seniority list of employees covered by this Agreement no later than May 15.

Section 4.2

It shall be the policy of the Town to fill vacancies by promoting employees from lower rated jobs to the extent that such policy is practicable without interfering with operations, economy, efficiency and administration of the Highway Department and Sewer Plant, by hiring the best qualified employees.

Section 4.3

Any reduction or elimination of any position made by the Town shall be communicated to the President of the Union or his/her designated agent.

Section 4.4

In the event of the necessity to reduce the work force, the employee with the least seniority in the classification where work must be curtailed shall be laid off first, providing he cannot be used in another classification. Seniority shall prevail only to the extent that the remaining employees shall be fully able and qualified to perform the remaining available work in the Department or classification.

Section 4.5

Seniority shall be lost for the following reasons:

4.5.1 Voluntary quitting;

4.5.2 Failure to return to work from layoff after being recalled, or expiration of recall rights;

4.5.3 Discharge for cause;

4.5.4 Retirement;

4.5.5 Failure to return to work from an approved leave of absence.

Section 4.6

Any employee about to be laid off shall receive advance notice whenever possible.

Section 4.7

The right of seniority in reemployment shall be accorded to a laid off employee prior to new employees being hired, provided such laid off employee responded to a call to report for work within five (5) days after receipt of notice sent to him/her by certified mail, to his/her last known address.

The starting time for each day will be 7:00 a.m. and finish at 3:30 p.m., with a half-hour for lunch, except a change may be made by the Director of Public Works after consultation with the Union President or his/her designee.

Sewer Plant - The starting time for each day will be 7:00 a.m. and finish at 3:30 p.m., with a half-hour for lunch, except a change may be made by the Sewer Plant Superintendent or Director of Public Works after consultation with the Union President or his/her designee. Sewer Plant employees shall be scheduled to work three (3) hours Saturday, two (2) hours Sunday and two (2) hours holidays and shall be paid at the applicable overtime rates.

Section 5.1

The normal workweek for all employees of the bargaining unit, except Recycling Center employees, will be five (5) days, eight (8) hours per day, totaling forty (40) hours per work week. This provision shall not be construed as a guarantee of work or pay.

Section 5.0

ARTICLE 5
HOURS OF WORK AND OVERTIME

7.
During probation, an employee shall not be eligible to take vacation; however, once an employee has successfully completed the probationary period, he shall be credited with the time provided for in Article

Section 4.11

New employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period. A probationary employee may be terminated by the Town for any reason whatsoever, and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. All employees who have completed their probationary period shall acquire a length of service record as of the date of their employment.

Section 4.10

The date of employment of any member of the department shall be the first date of continuous full time employment of said employee.

Section 4.9

Recall rights for laid off employees shall be for one (1) year from date of layoff. Employees shall not accumulate seniority while on layoff, but upon recall shall be credited for the total amount of earned continuous seniority they had prior to layoff.

Section 4.8

Section 5.2

The normal workweek for Recycling Center employees may include Saturdays, with a one-half (1/2) hour staggered lunch period, but will otherwise be subject to the same number of hours and days as highway employees.

Section 5.3

Extra work performed by any employee in any workweek beyond forty (40) hours shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate.

Section 5.4

Extra work performed by any employee in any workday beyond eight (8) hours shall be paid at one and one-half (1-1/2) time the employee's regular hourly rate.

Section 5.5

Employees who are required to work on Sundays, shall be paid at double times (2X) their regular hourly rate. The aforementioned shall be applicable to Sewer Employees only in cases of emergency.

Section 5.6

Employees who are called back to work outside of their normal workday and workweek shall be paid a minimum of three (3) hours pay at the applicable overtime rate.

Section 5.7

During the period from November 15th to April 15th any Highway employee who is scheduled to report to work for overtime shall be paid from one (1) hour prior to the scheduled start time.

**ARTICLE 6
HOLIDAYS**

Section 6.0

The following holidays shall be paid for under the following conditions:

- New Year's Day
- Martin Luther King Day
- Floating Holiday**
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**The employee must request time off for the floating holiday at least two weeks in advance and the request is subject to approval by the Public Works Director.

Section 6.1

The holiday must fall on regularly scheduled workday except:

- 6.1.1 Any holiday falling on weekends will be celebrated in accordance with state law. It if becomes necessary for an employee to work on a Saturday on which the actual holiday occurs, such Saturday shall not be construed as a holiday. If it becomes necessary for an employee to work on a Sunday on which such holiday occurs, such Sunday shall not be construed as a holiday. A holiday falling on a Saturday shall be observed on the previous Friday and a holiday falling on a Sunday shall be observed on the following Monday.

- 6.1.2 Any employee working on a holiday shall receive one and one-half (1-1/2) times his/her regular rate of pay for the hours so worked plus his/her holiday pay at straight time, for all hours worked during the twenty-four (24) hour holiday period, for the following holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Employees shall be released without a loss of pay except in cases of emergency at 12:00 noon on Christmas Eve and New Year's Eve. If not released because of an emergency, employees shall be paid at straight time from 12:00 noon until 3:30 p.m., after 3:30 p.m. the time worked shall be considered the holiday overtime rate.

Holiday pay is payable on the day the holiday is observed.

Section 6.2

If a holiday occurs during an employee's paid sick leave, he shall receive full pay for that day, and the day shall not be charged against his/her sick leave allowance, providing that such employee shall not be paid sick leave allowance for that holiday.

Section 6.3

If a holiday occurs during an employee's scheduled vacation, such holiday shall not count as a vacation day.

Section 6.4

When Recycling Center employees' holidays described in Section 6.0 fall on, or are celebrated on Monday, Recycling Center employees shall not be scheduled to work on the following Tuesday.

Section 6.5

When holidays described in Section 6.0 fall on, or are celebrated from Tuesday through Saturday and

the Recycling Center is operating, an employee shall be scheduled to work and shall be paid time and one-half (1-1/2) hours of holiday pay.

Section 6.6

In order to qualify for holiday pay, employees must work the last workday before and the first workday after the holiday, except where leave has been specifically approved by the Director of Public Works and Sewer Plant Superintendent respectively.

**ARTICLE 7
VACATIONS**

Section 7.0

The vacation year shall be the 12-month period following an employee's anniversary hire date. All vacations must be completed during that year and are not cumulative on a yearly or monthly basis, provided however an employee may carry over up to five (5) vacation days to the following vacation year, provided further, however, that the employee shall make his/her request for carryover in writing to the Director of Public Works and Sewer Plant Superintendent, respectively, one week prior to the employee's anniversary date of year in which the vacation was intended to be used. All unused vacation days that have not been approved for carryover, shall be paid out at \$50.00 per day.

Section 7.1

In each calendar year, each permanent full-time employee who was hired before July 1, 2009 shall be granted vacation leave with pay in accordance with the following schedule:

Service
Vacation Allowance in the
Following Calendar Year

Completed first 6 months
Completed 1 year
Completed 2 years
Completed 11 years

2 calendar days
5 calendar days
15 calendar days
20 calendar days

After twenty (20) years of continuous service, the employee shall receive one (1) additional day of vacation time for each year employed up to 29 years. Schedule as follows:

Completed 20 years
Completed 21 years
Completed 22 years
Completed 23 years
Completed 24 years
Completed 25 years
Completed 26 years
Completed 27 years

1 calendar day
2 calendar days
3 calendar days
4 calendar days
5 calendar days
6 calendar days
7 calendar days
8 calendar days

Completed 28 years
Completed 29 years

9 calendar days
10 calendar days

In each calendar year, each full-time permanent employee who was hired on or after July 1, 2009, shall be granted vacation leave with pay in accordance with the vacation schedule set forth above, provided, however, that such employees will not continue to accrue any additional vacation time after completing 24 years of service.

Section 7.2

All vacations must be approved by the Director of Public Works and Sewer Plant Superintendent, respectively, before taken. Subject to demands of service, as determined by the respective Supervisor, employees shall be granted their vacations by seniority preference.

Section 7.3

Accumulated vacation days may be used in increments of whole days, half-days or hours. The hourly increments of less than a half day may be approved, subject to demands of service as determined by the Director of Public Works and Sewer Plant Superintendent, respectively.

Vacations of 10 days or less can be taken in hours, 1/2 days or whole days with the approval of the Director of Public Works for highway employees and the Sewer Plant Superintendent for Sewer Plant employees. Vacations in excess of 10 days must be approved by the Director of Public Works for highway employees and the Sewer Plant Superintendent for Sewer Plant employees if requested for use between May 1st and October 1st.

Section 7.4

Upon termination of employment, an employee who has worked longer than one (1) year will receive any vacation pay which he has earned the previous year, but not received and prorated share of current calendar year for each full month of service up to date of termination.

Section 7.5

In the event of the death of any employee, his/her prorated vacation pay shall be paid to his/her estate within thirty days.

ARTICLE 8
SICK LEAVE

Section 8.0

"Sick leave" as used in this Article is defined as absence from work without loss of pay as a result of the employee's bona fide illness or non-job related injury not otherwise compensable under State Statute, or for the purposes of securing medical, surgical, or dental services for which arrangements cannot be made during non-working hours.

Section 8.0.1

Sick leave for up to five (5) consecutive workdays may be used for the purpose of caring for an employee's family member or co-habitant who cannot care for themselves. On the 6th consecutive workday the First Selectman will require a written explanation or a doctor's certificate for his/her or her consideration and approval of further use of sick leave for this purpose,

Section 8.1

Employees will be granted sick leave on the following basis: One and one-quarter (1-1/4) days of sick leave for each month of service. Sick leave will be accumulated only up to 170 days final. The Town will supply an up-to-date list of accumulative leave in July or August of the contract year. Employees hired after July 1, 1983, shall receive accumulation to a maximum of 150 days.

Section 8.2

In the event of retirement or death of employees hired prior to July 1, 1997, they or their estate shall receive as terminal pay, one-third (1/3) of their then accumulated sick leave, valued at the applicable rates in use at the time of their retirement or death.

Section 8.3

Any employee absent for a condition covered by the Connecticut Workers' Compensation Act, which absence is less than seven (7) days, may elect to be compensated for the first three (3) days of such absence and have those days charged against his/her sick leave eligibility.

Section 8.4

An employee injured in the course of, and in the performance of his/her employment with the Town for those injuries which initially occur subsequent to the signing of this Agreement, and which render the employee totally incapacitated as per the Connecticut Workers Compensation Act shall, for a period of one (1) year from the date of injury, provided he has completed one (1) year of service, be paid the difference between the amount he receives as weekly compensation pursuant to the said Workers' Compensation Act and the amount of his/her regular forty (40) hours straight time earnings.

In the event the said total incapacity continues for a period beyond the one (1) year period from the date of the injury, the employee, if he so elects, and only to the extent that he has sick leave eligibility in his/her sick bank, may receive, during the continued incapacity, the difference between the total amount of regular straight time weekly earnings and his/her said weekly compensation. Said difference may only be paid by the Town from said employee's sick leave eligibility in his/her sick bank.

Section 8.5

Any employee who accrues sick leave days beyond the maximum set forth in Section 8.1 shall receive pay for those additional days at thirty-five dollars (\$35.00) per day each calendar year inclusive of partial days. Payment shall be made not later than January 31st of the following year.

Section 9.0

Employees shall be entitled to up to five (5) days three leave of absence with pay when there is a death of spouse or child.

Section 9.1

Employees shall be entitled to up to four (4) days leave of absence with pay when a death occurs in the immediate family. The "immediate family" for this purpose shall be defined as mother, father, current mother-in-law, current father-in-law, son-in-law or daughter-in-law, sister, brother, step-parent, grandchildren, or most recent foster parents, step-children or foster children, former legal guardian or any relative domiciled in the employee's household.

Section 9.2

In the case of death of current brother-in-law, current sister-in-law, aunt, uncle and grandparents of an employee, up to three (3) days leave of absence with pay shall be granted to an employee.

Section 9.3

In the case of death of a co-worker or grandparent of the employee's current spouse, one (1) day with pay shall be granted to an employee to attend the funeral.

Section 9.4

Leaves granted under this article may not be split or delayed unless approved by the First Selectman.

Section 9.5

Accrued sick leave with pay of up to five (5) days may be used to extend bereavement leave.

**ARTICLE 10
UNPAID LEAVE**

Section 10.0

An employee may request from the First Selectman an extended leave without pay for any purpose, including child rearing and illnesses, injuries or disabilities which continue beyond accumulated sick leave, provided such request must be in writing and be submitted two weeks prior to commencement of such leave. The employee's written request for such leave must also include the proposed duration thereof, and will be considered only after exhaustion of any vacation entitlement.

Section 10.1

Such leave may be granted for a period not to exceed sixty-days (60). The employee shall have no right to extend the duration of this leave; provided, however, that unpaid leave may be extended at the discretion of the First Selectman if the employee submits a request for extension in writing prior to the end of the initial unpaid leave period.

Section 10.2

An employee on an unpaid leave shall be entitled to receive life, health and dental insurance benefits on the same terms and conditions as provided to active employees. All retirement and other related employee benefits shall be continued in full at no cost to the employee.

Section 10.3

Any employee returning from unpaid leave of no more than sixty (60) calendar days shall be reinstated to his/her position held at the commencement of said unpaid leave; and

Any employee returning from unpaid leave in excess of sixty (60) days may be reinstated to his/her position held at the commencement of said unpaid leave or, if no vacancy or opening exists in that position, to the first equivalent vacant position for which the employee is qualified.

Section 10.4

Denial of unpaid leave may not be arbitrated

NOTE: WHEN A CONFLICT WITH FEDERAL FAMILY MEDICAL LEAVE ACT EXISTS WITH REGARD TO ARTICLE 10 HEREWITH, THE FEDERAL ACT SHALL SUPERSEDE THOSE CONTRACT LEAVE PROVISIONS ONLY.

**ARTICLE 11
MILITARY LEAVE**

Section 11.0

The Town will permit military leave, not to exceed thirty-days (30) in any calendar year, to non-probationary full time employees, when required to serve on active duty with the Military Reserve or National Guard. Such leave shall be unpaid, however, an employee shall be allowed to apply vacation leave toward military leave.

**ARTICLE 12
JURY DUTY**

Section 12.0

An employee who is required to serve on jury duty shall notify the Town in writing at least one week prior to commencement of such jury duty. An employee shall be granted jury duty leave with pay for the first three (3) days of juror service. For each day of jury duty thereafter, an employee shall receive his/her regular pay minus jury duty monies received for the days served. Should an employee be dismissed from jury duty prior to 12 noon, he shall report to his/her regular job with the Town.

Section 13.0

ARTICLE 13
PERSONAL LEAVE

Each bargaining unit employee shall be granted three (3) personal leave days per calendar year for any matter which could not otherwise be handled during working hours providing, other than emergency, that forty-eight (48) hours notice is given to the Director of Public Works and Sewer Plant Superintendent, respectively. Such time may be taken in hours, whole or half days.

Section 14.0

ARTICLE 14
INSURANCE

The employee and his/her eligible dependents will receive the following insurance paid for by the Town.

14.0.1 Employees who are enrolled in the Anthem BlueCare POS Plus Option I Plan are eligible to continue to receive benefits under this plan until September 30, 2017. Employees shall pay fourteen percent (14%) of the applicable premium for coverage through payroll deduction during the period from July 1, 2017 through September 30, 2017. Effective October 1, 2017, neither the Anthem BlueCare POS Plus Option I Plan nor the Century Preferred Plan will be provided. Effective October 1, 2017 Town will offer only the High Deductible Health Plan referenced in section 14.0.2.

14.0.2 Effective October 1, 2017, employees may enroll in a high deductible plan with a health savings account. This plan includes a \$1500 deductible for individual coverage and a \$3000 deductible for couple and family coverage with no copays owed after the deductible is met.

The Town will, as set forth below, contribute a percentage of the deductible amount for employees who enroll in the HSA plan on a quarterly basis at the beginning of each quarter provided, however, that the quarterly payment covering the quarter in which the employee separates from employment with the Town shall be prorated through the date of separation of employment. If the Town makes a quarterly payment and the employee separates from employment prior to the end of the quarter for which the Town has made advance payment, the employee shall be required to reimburse the Town for the overpayment. The Town and the employee shall agree on a payment plan that would require the employee to repay the overpaid amount within 90 days of the employee's date of separation of employment. If the employee can demonstrate a hardship or a catastrophic injury or illness to him/herself or a covered dependent, the Town will make the contribution in advance promptly upon receipt of documentation showing the hardship.

The plan includes the following:

- pays 100% of covered services subject to plan provisions and limitations for in-network services after the out-of-pocket maximum is met; 80% for out-of-network services
- preventive services are 100% covered; not allocated toward deductible amount

- Effective July 1, 2017: 1.75%
- Effective July 1, 2018: 1.75%
- Effective July 1, 2019: 1.75%
- Effective July 1, 2020: 1.75%

(a) Bargaining unit employees participating in the Town's defined benefit plan (employees hired before July 1, 2013) shall be eligible for general wage increases as follows:

15.0.1

In addition to the general wage increase set forth in Section 15.0.1, bargaining unit employees shall be eligible for a wage increase of 2.5% after 5, 10, 15 and 20 years of service.

Section 15.0

**ARTICLE 15
WAGES**

The Town reserves the right to change medical and life insurance carriers that will provide coverage that is substantially equivalent to the coverage now in effect. The Union will be given 30 days notice of any proposed changes and opportunity to review the same with the Board of Selectmen prior to implementation of any changes.

Section 14.1

14.0.3 Life Insurance: Each active employee \$75,000 up to 70th birthday; 35% age reduction for each active employee to age 75; 50% age reduction for each active employee age 75 and over. No coverage for retired employees.

- 12% October 1, 2017 through June 30, 2018
- 13% July 1, 2018 through June 30, 2019
- 14% July 1, 2019 through June 30, 2020
- 15% July 1, 2020 through June 30, 2021

Employees will pay the following percentage of the premiums:

- 75% of the deductible for the plan year from 7/1/17 through 6/30/18
- 60% of the deductible for the plan year from 7/1/18 through 6/30/19
- 50% of the deductible for the plan year from 7/1/19 through 6/30/20
- 50% of the deductible for the plan year from 7/1/20 through 6/30/21

Town will contribute to the deductible the following amounts:

- no prescription co-pays after the deductible is met
- Employee contributions to their HSA may be made on a pre-tax basis (in accordance with applicable law) and may be made through payroll deductions.
- Town will pay maintenance/bank account fee to maintain HSA accounts

(b) Bargaining unit employees participating in the Town's defined contribution plan (employees hired on or after July 1, 2013) shall be eligible for general wage increases as follows:

- Effective July 1, 2017: 2.75%
- Effective July 1, 2018: 2.75%
- Effective July 1, 2019: 2.75%
- Effective July 1, 2020: 2.75%

15.0.2 Employees hired on or after July 1, 2017 shall be hired at the following rates based on their job classification and date of hire (hire rates below reflect an increase each contract year based on the general wage increase of 2.75% set forth in section 15.0.1(b)):

Job Classification	Hired Any Date From 7/1/17 to 6/30/18	Hired Any Date From 7/1/18 to 6/30/19	Hired Between 7/1/19 to 6/30/20	Hired Any Date From 7/1/20 to 6/30/21
Working Foreman/Garage	\$30.77	\$31.62	\$32.49	\$33.38
Crew Leader	\$27.91	\$28.68	\$29.47	\$30.28
Master Mechanic	\$26.94	\$27.68	\$28.44	\$29.22
Equipment Operator	\$26.04	\$26.76	\$27.50	\$28.26
Driver	\$24.77	\$25.45	\$26.15	\$26.87
Chief Plant Operator	\$30.03	\$30.86	\$31.71	\$32.58
Plant Operator Class II, III	\$27.11	\$27.86	\$28.63	\$29.42
Plant Operator Class I	\$24.83	\$25.51	\$26.21	\$26.93
Assistant Plant Operator	\$23.39	\$24.03	\$24.69	\$25.37

Section 15.1

All vacancies and new positions shall be posted at the public works garage and sewer treatment plant for five (5) working days. When a vacancy exists or a new position is created, any employee from within the bargaining unit wherein the vacancy or new position exists shall be given first opportunity to fill the position, provided he/she is qualified at the time of the opening and has the fitness and ability to perform the work. If no one accepts the position, the Town shall advertise and seek qualified candidates elsewhere.

Section 15.1.1

During the term of this agreement, the Town shall place a newly hired employee no higher than the step rate paid to the lowest paid employee in the classification to which hired.

Section 15.2

Highway Dept. - Applications of candidates who file for classification opening will be made available to the working foreman and crew leader for their review and comment. Director of Public Works shall review applications and comments, interview and test prior to making a recommendation to the Board of Selectman.

Sewer Plant - Applications of candidates who file for classification opening will be made available to the Sewer Plant Superintendent for his/her review, comment, interview and testing prior to making a recommendation to the Board of Selectman.

Section 15.3

All employees will work in their classification unless an emergency and absences of other employees including vacation, illness and work related injuries, require working in another classification. All training period assignments shall be voluntary.

Section 15.4

Highway Dept. - Employees are eligible for step increases annually on June 30th. New employees are eligible after completion of a six (6) month probation period. Such step increase shall be withheld for performance less than satisfactory as determined by the Director of Public Works in a written review placed in the employee's personnel file.

Sewer Dept. - Employees are eligible for step increases annually on June 30th. New employees are eligible after completion of a six (6) month probation period. Such step increase shall be withheld for performance less than satisfactory as determined by the Sewer Plant Superintendent in a written review placed in the employee's personnel file.

Section 15.5

Any employee promoted to a higher paying job classification shall be paid at the higher job classification rate.

Section 15.6

Employees shall be paid biweekly on Thursday. If any Thursday falls on a holiday employees shall be paid on Wednesday of that week.

Section 15.7

Each employee shall receive a longevity payment within thirty-days (30) of the anniversary date of his/her employment based upon years of service to the Town as follows:

10-14 years of service	\$500.00
15-19 years of service	\$600.00
20 or more years of service	\$700.00

Section 15.8

Crew Leader, Master Mechanic or the Chief Plant Operator shall have 10% added to their hourly wage rate when covering for their respective Supervisors for a period of 5 consecutive days including paid holidays falling within the 5 days. (Crew Leaders covering for Director of Public Works; Master Mechanic covering for Working Foreman/Garage; and Chief Plant Operator covering for Sewer Plant Superintendent).

Section 15.9

If an employee is called out prior to 6:01 a.m., he shall receive a paid one (1) hour for breakfast, to be taken no later than 9:00 a.m. If an employee is called out prior to 5:01 p.m. or is held over from their shift until after 5:00 p.m., he shall receive a paid one (1) hour for dinner, to be taken no later than 7:00p.m.

ARTICLE 16 SAFETY AND HEALTH

Section 16.0

Both parties of this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 16.1

Should an employee believe that his/her work requires him/her to be in unsafe or unhealthy situations pursuant to OSHA regulations, the matter shall be presented immediately to the Director of Public Works. If the matter is not adjusted satisfactorily it shall be presented to the Director of Public Works. If the matter is not adjusted satisfactorily, it may be processed according to the Grievance Procedure, excluding arbitration.

Section 16.2

Helmets shall be furnished to employees on jobs whenever overhead hazards are possible and foul weather gear shall be furnished whenever situations warrant it, as determined by the Director of Public Works. In addition thereto, first aid kits and water coolers shall be furnished for all traveling crews. Boots for foul weather use shall be available to employees whose work requires the use of such boots; said boots shall be stored and available at the Town Highway Garage.

Section 16.3

The Town agrees that each employee will be furnished with work coveralls that shall be stored and available at the Town Highway Garage.

Section 16.4

During the month of July in each year of this Agreement, each employee shall receive a taxable cash shoe allowance of \$150.00.

Section 16.5

The Town will provide and pay for uniforms for all employees through a uniform supply company. The company shall provide, launder, mend and replace uniforms as needed. Employees must wear uniforms. If an employee terminates his/her employment with the Town he must return his/her uniforms.

Section 16.6

Employees working in the Waste Water/Sewage Facility shall be allowed a paid 15-minute wash-up period prior to the end of their work shift, when needed.

ARTICLE 17

GRIEVANCE AND ARBITRATION

Section 17.0

A grievance shall be defined as a dispute between the Town and the Union or an employee and the Town, involving an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement and a disciplinary action or discharge, and the grievance shall include facts that form the basis of the grievance provided that the Union may include additional facts to support its grievance upon the Town's written assertion that the facts alleged are insufficient. Such grievance shall be processed as follows:

Section 17.1

Step 1 - Within five (5) working days of the date upon which the alleged grievance occurred, the grievant (that is, the employee) shall first present his/her grievance in writing to his/her immediate-supervisor who shall make careful inquiry into the facts and circumstance of the grievant's complaint. The supervisor shall attempt to resolve the problem promptly and fairly and shall give his/her answer in writing to the employee within five (5) working days from the date the grievance is submitted to him/her. The First Selectman may, in his/her discretion, skip the Level One step and immediately process the grievance to Level Two where the grievance is not based on a decision that was made by the employee's supervisor, provided the Town must notify the Union in writing that is has done so, and then the First Selectman shall have seven (7) working days from the date such notice is provided to make a written decision.

Section 17.2

Step 2 - A grievant who is dissatisfied with the decision of his/her supervisor, as specified in Step 1 hereof, may, within five (5) working days after the receipt by the employee of the answer of the supervisor in Step 1 hereof, submit his/her grievance in writing to the First Selectman or in the case of a Sewer Department employee, in writing to the Director of Public Works. The First Selectman, or in the case of a Sewer Department employee, the Director of Public Works, shall make a separate investigation and inform the employee, in writing, of his/her decision and the reasons therefore within seven (7) working days after the receipt of the written grievance from the employee.

Section 17.3

If a Sewer Department Employee is not satisfied with the decision of the Director of Public Works, they may, within five (5) working days after receipt by the employee of the answer of the Director of Public Works, submit their grievance in writing to the First Selectman who shall make a separate investigation and inform the employee, in writing, of their decision and the reasons therefore within seven (7) working days after the receipt of the written grievance from the employee.

During the life of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the Town's operations by employee or employees; nor shall there be any lockout by the Town in any part of the Town's operation of the Highway Department.

Section 18.0

**ARTICLE 18
NO STRIKE OR LOCKOUT**

Employees who attend grievance meetings, arbitration or prohibited practice hearings during work hours shall not suffer a loss of pay. The employee(s) shall notify their supervisor two (2) workdays prior of such attendance.

Section 17.7

A grievance may be processed directly with the party whose action resulted in the grievance and in such instances the previous steps of this Grievance Procedure maybe omitted.

Section 17.6

The decision of the arbitration panel shall be final and binding unless contrary to law on both parties. The fee, if any, shall be borne equally by both parties. The authority of the arbitration panel shall be limited to the interpretation and application of the provisions of this Agreement. The arbitration panel shall have no authority to add to, modify or subtract from this Agreement.

Section 17.5

Step 4 - In the event that Step 3 does not resolve the grievance, then either party may, within ten (10) days of the Step 3 answer, request the Connecticut State Board of Mediation and Arbitration to provide arbitration service; which request for arbitration service shall be made to the Connecticut State Board of Mediation and Arbitration in writing, with copies to the other party, by certified mail, return receipt requested.

Section 17.4

Step 3 - If the grievance is not resolved at the level of the department head or the First Selectman, as specified in Step 2 hereof, within five (5) working days after the receipt of the answer of the department head or First Selectman in Step 2 hereof, the grievance shall be submitted in writing to the Board of Selectmen. The Board of Selectmen shall make a separate investigation and inform the employee and/or Union in writing, of their decision and the reasons therefore, within ten (10) working days after receipt of the written grievance.

Section 19.0

**ARTICLE 19
SEVERABILITY**

Should any provision of this Agreement be contrary to law, statute or ordinance, that provision only shall not be binding on either party; this, however, shall have no effect on any other provisions of the Agreement, all of which shall remain in full force and effect for the term of this Agreement.

Section 20.1

The Town shall continue to provide The Town of Litchfield Amended and Restated Municipal Employees Retirement Plan. This shall be known as the "Defined Benefit Plan", with a multiplier of 1.75%, and a reduction for Early Retirement by which the accrued benefit is reduced 4% for each year the Early Retirement date precedes the Normal Retirement Date as described more fully in the Defined Benefit Plan.

20.1.1 Current employees who are vested in the Defined Benefit Plan may continue their participation in the Defined Benefit Plan and shall contribute 1% of their Annual Compensation to the Defined Benefit Plan fund.

20.1.2 Employees hired on or after July 1, 2013 may not participate in the Defined Benefit Plan.

Section 20.2

The Town shall establish a defined contribution plan (the "Defined Contribution Plan"). Under the terms of the Defined Contribution Plan, the Town will contribute 3% of an eligible employee's wages and eligible employees may contribute up to the maximum amount allowed by law.

20.2.1 Eligible employees hired on or after July 1, 2013 may elect to participate in the Defined Contribution Plan.

Section 20.3

All employees shall be provided copies of the Defined Benefit Plan or Defined Contribution Plan as requested.

Section 24.0

For employees conduct involving the areas of drug or alcohol arrest, motor vehicle arrest, or criminal activity involving Town property; discipline shall be suspension without pay for a period determined by the Director of Public Works/Sewer Plant Superintendent after consultation with the Director of Public Works and First Selectman in matters dealing with Highway Department employees and with the Sewer Plant Superintendent and First Selectman in matters dealing with the Sewer Plant employees. This action supersedes any language contained outside this Agreement.

ARTICLE 24
DISCIPLINE FOR CONDUCT INVOLVING ALCOHOL OR DRUGS OR
CRIMINAL ACTS

Section 23.0

No agreement, alteration, understanding, variation, waiver or modification of any terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Town and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing and ratified by the parties hereto.

ARTICLE 23
ALTERATION OF AGREEMENT

Section 22.1

The Town and the Union agree that there shall be no discrimination against any employee on the basis of race, age, creed, color, religion, nationality, sex, marital status or political activities permitted by law.

Section 22.0

No party to this Agreement shall discriminate in any way against any employee by reason of his/her participation or non-participation in the activities of the Union or any other employee organization.

ARTICLE 22
NON-DISCRIMINATION

Section 21.0

Under no circumstances shall individual Board of Selectmen members, or their agents, be held liable for a violation of any term or provision of this Agreement.

ARTICLE 21
NO LIABILITY

23 24 25

**ARTICLE 25
DURATION AND TERMINATION**

Section 25.0

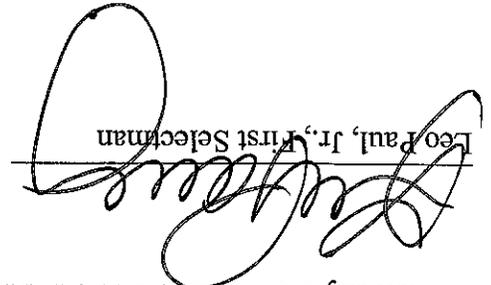
This Agreement shall become effective July 1, 2017 and shall remain in full force and effect thereafter to and including the 30th day of June, 2021 and shall be considered automatically renewed for successive periods of one (1) year, unless either party shall, on or before the one hundred and eightieth (180th) day prior to the expiration date, or any anniversary date thereafter, serve written notice on the other party of a desire to terminate, modify, negotiate change or amend this Agreement.

**ARTICLE 26
FULL AND COMPLETE AGREEMENT**

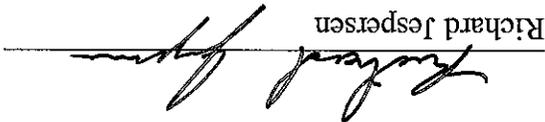
Section 26.0

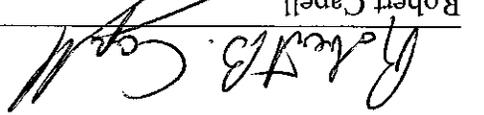
This Agreement contains the full and complete agreement between the Town and the Union all bargainable issues.

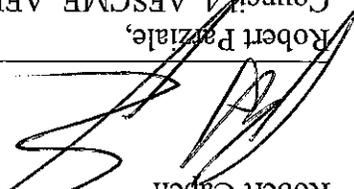
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and executed by its mutually authorized officers and representatives as of the 22 day of Sept 2017.


Leo Paul, Jr., First Selectman


Matt Aleksandrowicz, President Local 1303-094
Council 4 AFSCME, AFL-CIO


Richard Jespersen


Robert Capell


Robert Parziale,
Council 4, AFSCME, AFL-CIO