

AGREEMENT

BETWEEN THE

TOWN OF MONTVILLE

AND

TEAMSTERS LOCAL UNION NO. 493

(TRANSFER STATION)

July 1, 2016-June 30, 2020

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AGREEMENT AND PREAMBLE

The parties to this Agreement are the Town of Montville (hereinafter referred to as the "Town" or "Employer") and Teamsters Local Union 493 (hereinafter referred to as the "Union").

ARTICLE I - UNION RECOGNITION

- 1.1 Pursuant to the Decision and Certification of Representative rendered by the Connecticut State Board of Labor Relations, Decision No. 4191, the Employer hereby acknowledges the Union as the exclusive representative with respect to wages, hours and other terms and conditions of employment for the Transfer Station Attendant I, Transfer Station Attendant II, who regularly work at least twenty (20) hours per week, and excluding all other employees.
- 1.2 For purposes of this Agreement, full-time employees shall be defined as those employees who regularly work thirty-two (32) or more hours per week. Permanent part-time employees regularly work at least twenty (20) hours per week and fewer than thirty-two (32) hours per week.

ARTICLE II - MANAGEMENT RIGHTS

- 2.1 Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights, prerogatives and functions are retained and vested exclusively in the Employer including, but not limited to, the right: to discharge or otherwise discipline employees; to determine the content and interpretation of job classifications; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, lay off and recall to work; to demote or transfer with reasonable cause; to set the standards of productivity; to determine the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to use inmates from the correctional facility to perform work or services; to subcontract, close down, or relocate the Employer's operations or any part thereof; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; to introduce new or improved production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location, and operation of departments, divisions, and all other units of the Employer; to issue, amend and/or revise reasonable policies, rules and regulations; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and the direct the Employer's employees.

During an emergency, the Employer shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

- 2.2 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or to preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE III - UNION MEMBERSHIP AND DUES

- 3.1 As a condition of employment, each employee shall be either a member of the Union in good standing or, in lieu thereof, an agency fee payer. Union members shall pay to the Union initiation fees, Administrative dues, and monthly union dues in the amount uniformly required of its members as certified by the Union. Agency fee payers shall pay a monthly Agency fee to the Union in the amount uniformly required of agency fee payers, which amount shall be certified by the Union. The obligation to pay initiation fees, Administrative dues, Union dues or Agency fees under this provision commences on the 31st day following the employee's date of hire.
- 3.2 The Employer agrees to deduct from the weekly wages of employees in the bargaining unit initiation fees, administrative fees, and regular monthly Union dues and/or Agency fees, provided the Employer receives an authorization card signed by such employees on a form which has been agreed to by the Employer and the Union. No deduction shall be made which is prohibited by applicable law.
- 3.3 The Employer shall remit to the Secretary-Treasurer of the Union once each month the deductions made in such month together with a list of the employees from whom such deductions have been made and the amounts deducted. The Union agrees to refund promptly to the Employer any initiation fees and dues found to have been erroneously or improperly deducted.
- 3.4 The Union shall agree to defend, indemnify, and save Employer harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action or inaction taken by the Employer for the purpose of complying with any provisions of this Article, including attorney's fees and costs.
- 3.5 Any employee who fails to become a member of the Union or an Agency Fee payer or to maintain his/her Union membership or Agency Fee status in good standing, as required, shall be discharged by the Employer upon written notice.
- 3.6 All moneys collected for the regular monthly dues and administrative dues by the Employer shall be held in trust by the Employer until paid to the Local Union. All dues deducted shall be paid by the 10th day of the month following the month in which they were deducted.
- 3.7 In the event an employee's pay on each payroll week of the month is not sufficient to meet in full the deductions requested by the Union, the requested deductions need not be made until the first payroll week in which the employee's pay is sufficient to meet the requested deductions in full.
- 3.8 When an employee has been absent from duty without pay due to extended illness or other reason, the Union will be responsible for collecting any and all dues owed for said period of time the employee was absent. The Town will reactivate and continue the deduction of dues commencing with the first payroll week in which the employee's pay is sufficient to meet the requested deduction of dues in full.

ARTICLE IV – SENIORITY

4.1 Seniority.

- (a) Bargaining Unit Seniority. Bargaining unit seniority is defined as the total length of continuous service with the bargaining unit of each employee in the bargaining unit since the employee's most recent date of hire.
- (b) Town Seniority. Town seniority is defined as the total length of continuous service of each regular, full time employee with the Town since the last date of hire.

4.2 Layoff/Reduction in Force. Layoff or reduction of employees shall be done by the Employer subject to seniority within the bargaining unit, provided the remaining employee(s) has/have the qualifications and ability to perform the remaining work. Permanent employees who are laid off will be placed on the recall list for twelve (12) months. Reinstatement shall be in reverse order of bargaining unit seniority by rank, that is, the person with the highest bargaining unit seniority shall be reinstated first, provided, however, that he/she has the qualifications and the ability necessary to perform the work to which he/she is recalled. Any employee who refuses or fails to return to work within thirty (30) days after being offered a rehire will lose his/her seniority and will no longer be considered eligible for rehire. It shall be the responsibility of the laid off employee to notify the Employer and the Union of any changes of address.

ARTICLE V – PROBATION

- 5.1 New full-time employees shall serve a probationary period of six (6) months. The Town shall have the right to extend an employee's probationary period for an additional sixty (60) days, provided that the Town shall notify the Union of the extension, that the Town and the Union agree in writing to the extension, and that extensions shall be made on a case by case basis.
- 5.2 New permanent part-time employees shall serve a probationary period of one thousand and fifty (1050) hours. The Town shall have the right to extend an employee's probationary period for an additional three hundred and fifty (350) hours, provided that the Town shall notify the Union of the extension, that the Town and the Union agree in writing to the extension, and that extensions shall be made on a case by case basis.
- 5.3 Notwithstanding any other provision of this Agreement, probationary employees may be disciplined and/or terminated by the Employer at any time during their probationary period without recourse to the grievance and arbitration provisions of this Agreement. Seniority shall not accrue to a probationary Employee until completion of the probationary period at which time the employee shall possess seniority as defined in Section 4.1.

ARTICLE VI – VACANCIES

- 6.1 All vacancies within the Transfer Station department which the Town intends to fill and new positions shall be posted in the Transfer Station department for a period of five (5) working days prior to the issuance of any public notice of said vacancy.

- 6.2 The Town will consider all applicants for a position and, from among the applicants qualified for a posted position, the Town will award the position to the most qualified applicant. If two (2) or more applicants are equally qualified, and at least one of those is a bargaining unit employee of the Town of Montville, the Town will award the job to the employee with the most bargaining unit seniority. The Town shall consider, among other factors, the applicant's seniority, qualifications for the job, past job performance, and technical knowledge and skills.

ARTICLE VII - HOURS OF WORK AND OVERTIME

- 7.1 Purpose of article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week or per year. The Employer's pay records, practices and procedures shall govern the payment of all wages.
- 7.2 Full-Time Employees. The regular hours of work for full-time employees are set forth below and shall be inclusive of a one-half (½) hour, working lunch.
- | | | |
|---------------|-----------------------|--------------------------|
| Wednesday | 7:50 a.m. – 5:10 p.m. | (9 Hours and 20 minutes) |
| Thursday | 7:50 a.m. – 4:15 p.m. | (8 Hours and 25 minutes) |
| Friday | 7:50 a.m. – 3:15 p.m. | (7 Hours and 25 minutes) |
| Saturday | 7:50 a.m. – 3:15 p.m. | (7 Hours and 25 minutes) |
| Sunday | 7:50 a.m. – 3:15 p.m. | (7 Hours and 25 minutes) |
| TOTAL: | | 40 Hours |
- 7.3 Part-Time Employees. The regular workweek will be between Wednesday and Sunday on days and times at the discretion of the Employer. For pay purposes, the pay week will be Sunday through Saturday.
- 7.4 Overtime. The Town shall determine when overtime will be worked. The Employer will make every reasonable effort to distribute overtime opportunities equally among qualified employees.
- 7.5 Voluntary Overtime. The employee with the least amount of overtime hours shall be given the first opportunity to work the overtime. For purposes of overtime equalization, an employee who refuses or is unavailable for voluntary overtime will be considered to have worked the number of overtime hours he/she would have worked had he/she not refused or been unavailable for the overtime.
- 7.6 Mandatory Overtime. In the absence of a volunteer(s) the least senior qualified employee(s) may be ordered in. An employee not excused by the Town from performing assigned overtime, who fails to report for such overtime, will be subject to appropriate discipline.
- 7.7 Overtime Equalization. In the event of an inadvertent violation of Section 7.4, 7.5 and/or 7.6, the Employer shall offer the aggrieved employee the next available overtime opportunity, as the sole remedy.

- 7.8 Timekeeping. The Union will recognize that the Employer has the right to require its employees to keep an accurate count of number of hours worked each day, including the implementation of timekeeping systems such as timeclocks or computer-generated time-keeping programs.
- 7.9 Call-In. An employee who actually works forty (40) hours in a workweek shall be paid at the rate of time and one-half (1 ½) the employee's regular rate of pay for all hours or parts thereof worked thereafter. If, during that week, an employee is away from the job because of any paid or unpaid leave, those leave hours will not be counted as hours worked for the purpose of computing eligibility for overtime pay.
- 7.10 Pyramiding. There shall be no pyramiding of the premiums set forth above. When two (2) conflicting premiums are applicable, the higher premium shall be paid.

ARTICLE VIII – HOLIDAYS

- 8.1 All full-time employees covered under this Agreement shall receive the following paid holidays.

- New Years' Day
- Easter Sunday
- Sunday Before Memorial Day
- Fourth of July
- Sunday Before Labor Day
- Day After Thanksgiving
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

Each employee may select one (1) floating holiday each year, to be used at the operational convenience of the Town and with the approval of the Director of Public Works.

- 8.2 Holiday pay is calculated based on the employee's straight-time pay rate (as of the day of the holiday) times the number of hours the employee would have otherwise worked on that day. If a holiday falls on a Monday or Tuesday, the employee will be paid eight (8) hours at the straight-time rate of pay; except when Christmas and New Year's Day fall on a Monday or Tuesday, employees may, in lieu of pay for either or both of those days, utilize one floating holiday per Christmas or New Year's Day holiday at a later date, with the scheduling of said floating holiday(s) subject to the approval of the Mayor or his designee.
- 8.3 Full-time employees who work on Good Friday and Veterans' Day shall receive time and one-half (1 ½) their regular rate of pay for all hours actually worked on the holiday.
- 8.4 Employees who do not actually work their last scheduled work day before and the first scheduled work day after a holiday shall be ineligible for holiday pay. Notwithstanding the foregoing, employees who have leave approved in advance, e.g., vacation, personal, etc., and, employees who have medical certification documenting the need to be out of work, shall not be subject to this provision.

8.5 Overtime Credit. Hours which an employee does not work, but for which he/she is compensated pursuant to Section 8.1, shall not be considered hours worked for purposes of computing overtime eligibility pursuant to the FLSA and related state law.

8.6 Three (3) hours minimum pay shall be paid if called into work.

ARTICLE IX - WAGES

9.1 All new permanent part-time employees shall be hired at the starting rate of the State minimum hourly wage. Upon the satisfactory completion of two thousand and eighty (2080) hours of work, the employees shall be paid an additional fifty cents (\$0.50) per hour. After the satisfactory completion of each additional two thousand and eighty (2080) hours of work, said employee shall be entitled to an additional twenty-five cents (\$0.25) per hour.

9.2 Effective and retroactive to July 1, 2016, all employees' wages shall be increased by two and one-half percent (2.5%).

Effective and retroactive to July 1, 2017, all employees' wages shall be increased by two and one-half percent (2.5%).

Effective and retroactive to July 1, 2018, all employees' wages shall be increased by two and one-half percent (2.5%).

Effective and retroactive to July 1, 2019, all employees' wages shall be increased by two and one-half percent (2.5%).

9.3 End of Year Payment Bonus: Full-time employees who have successfully completed their probationary period up to five (5) full years of service as of December 1st shall receive \$100.00. Full-time employees who have completed five (5) or more years of service will receive \$20.00 for each full year of service as of December 1st, up to a maximum of \$500 per year.

ARTICLE X - INSURANCE

10.1 This Article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall prevail.

10.2 Eligibility: The Town shall provide eligible full-time employees who work thirty (30) or more hours per week, and their eligible dependents, the Blue Cross/Blue Shield Century Preferred Plan, with vision care, or overall comparable-group health and hospitalization insurance.

10.3 Change of Carriers/Funding Arrangements: The Town, however, reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or

benefit levels or self-insure as it deems appropriate for any form or portion of the insurance coverage referred to in this article, so long as the new coverage and benefits are overall comparable to the conventional insurance set forth above.

10.4 Plan Design:

Effective July 1, 2010, the health insurance plan design shall be as described in Appendix C1 follows;

- (1) Effective July 1, 2016, the PPO health, hospitalization, vision and dental insurance plan design shall be as described in Appendix C1.
- (2) Effective as soon as legally practicable following the ratification of the July 1, 2017-June 30, 2020 Agreement, the Town shall provide eligible employees and their eligible dependents as the primary Hospital, Medical and Prescription Plan an HDHP partnered with an HSA (\$2000 single/\$4000 family), as described in Appendix C2.

As a secondary plan as of July 1, 2017, the Town will offer employees hired prior to May 1, 2017 a PPO, hospitalization, vision and dental insurance plan as described in Appendix C3. Employees choosing to participate in the PPO Plan are subject to a "buy up", which is the cost difference between the total annual cost for the PPO (i.e., the allocated rate for the selected coverage (single, two person, family) and the employer's total cost for the HDHP/HSA, exclusive of any deductible funding (i.e., the allocated rate for the selected coverage (single, two person, family) minus the employee cost share).

- (3) Any employee hired on and/or after May 1, 2017, must enroll in the HDHP/HSA and cannot buy up to the PPO plan.

10.5 Dental Plan. Full dental coverage under Riders A, B, C and D. Employees are responsible for paying the full cost associated with Riders B and/or C, at the Town's rate.

10.6 Long Term Disability. Long Term Disability Coverage after ninety (90) days of absence.

10.7 Prescription Glasses. The Town will pay for one (1) pair of regular prescription safety glasses with permanently attached side shields and one (1) pair of prescription safety sunglasses with permanently attached side shields every other year for employees otherwise wearing prescription glasses in the positions of the Transfer Station Attendant I and Transfer Station Attendant II. Employees must use a vendor selected by the Town.

10.8 Group Term Life Insurance. The Employer shall provide a policy of life insurance on each employee with a death benefit of \$50,000. The premium for said coverage shall be paid 100% by the Employer.

10.9 Effective July 1, 2015, each employee shall be responsible for sixteen percent (16%) of the applicable conventional premium rate (COBRA rate) determined by the insurance carrier or administrator for all PPO health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective as soon as legally practicable following the ratification of the July 1, 2017-June 30, 2020 Agreement, July 1, 2017, each employee shall be responsible for eleven percent (11.0%) of the applicable allocation rate determined by the insurance carrier or administrator for all HDHP/HSA health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2018, each employee shall be responsible for twelve percent (12.0%) of the applicable allocation rate determined by the insurance carrier or administrator for all HDHP/HSA health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2019, each employee shall be responsible for twelve and one half percent (12.5%) of the applicable allocation rate determined by the insurance carrier or administrator for all HDHP/HSA health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2017, the Town shall contribute sixty percent (60%) of the deductible for the HDHP, provide the employee has set up an HSA. Effective July 1, 2018 and July 1, 2019, the Town shall contribute fifty percent (50%) of the deductible for the HDHP. The payment shall be made in July each year.

In lieu of a non-taxable contribution to an individual's HSA, the Town shall pay individuals ineligible to open an HSA, but who have otherwise enrolled in the HDHP, the same gross amounts as set forth above on a taxable basis.

10.10 Insurance Waiver of Coverage.

- (a) Notwithstanding the above, full-time employees may elect to waive, in writing, all health insurance benefits and, in lieu thereof, be remunerated in the amount of fifty (50%) percent of the premium saved by the Town at the time of the waiver, because of said waiver, or in accordance with the following schedule, whichever is less:

<u>Coverage</u>	<u>Payment</u>
Single	\$3,000
Two-Person	\$4,000
Family	\$5,000

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

- (c) Notice of intention to waive insurance coverage must be sent to the Mayor not later than May 1st, to be effective on July 1st of each contract year. The election to waive coverage shall only be approved after the employee has provided the Town with proof of alternative insurance coverage.
- (d) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

10.11 Section 125 Plan. The Employer offers a pre-tax contribution option for employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for medical insurance and dental insurance on a pre-tax, rather than an after-tax basis.

ARTICLE XI - WORKERS' COMPENSATION

- 11.1 An employee totally disabled, unable to work, and receiving Workers' Compensation payments due to a job related injury or illness shall continue to receive their regular pay less the amount of the Workers' Compensation payment for up to six (6) months from the date of the injury or until Workers' Compensation payments cease, whichever is sooner. The intent of this provision is to ensure that employees do not earn more than base pay while receiving Workers' Compensation and differential pay.
- 11.2 Until a determination is made as to the eligibility for Workers' Compensation payments, absences shall be charged, at the employee's option, to accumulated sick leave and/or vacation time, leave without pay or disability leave, provided eligibility requirements are met. Said time will be credited when compensation becomes effective. If the employee is deemed eligible for Workers' Compensation benefits, then the Town will be provided with the payment; the Town will credit the employee for the time period up to the determination with the appropriate amount of non-taxable pay. If the employee is not deemed eligible for Workers' Compensation, his/her absence will retroactively be charged to sick, vacation and personal leave.

ARTICLE XII - PENSION

- 12.1 The Town shall provide to all members of the bargaining unit benefits through the Connecticut Municipal Employees Retirement System (CMERS).

ARTICLE XIII - SICK/PERSONAL LEAVE

- 13.1 Sick Leave. Effective July 1, 2017, all Full-Time employees shall be entitled to twelve (12) sick days with pay annually. Sick pay is calculated based on the employee's straight-time pay rate (as of the day of the sick leave) times the number of hours the employee would have otherwise worked on that day.

Sick leave is a privilege, not a right. It is not intended as extra vacation time. Sick leave may be used for the personal illness or injury of the employee or his/her dependents. In addition, sick leave may be used when the employee is required to undergo medical, optical, or dental treatment which cannot be accomplished on off-duty time or for appointments that cannot be scheduled before or after normal work hours.

Sick leave shall be used in not less than one-quarter (1/4) hour increments.

- 13.2 Personal Leave. All full-time employees shall be allowed to use a maximum of three (3) sick leave days each year as personal days.
- 13.3 Request for Personal Leave. Requests for personal leave must be made by the employee, in writing, and approved by the Director of Public Works or his/her designee, at least forty-eight (48) hours prior to taking a personal leave day, except in emergency situations. At the sole discretion of the Mayor or the Director of Public Works, this timeline may be waived. Personal leave shall be used in not less than one-quarter (1/4) hour increments.
- 13.4 Sick Leave Accumulation and Retirement. Employees shall accumulate their unused sick days from fiscal year to fiscal year, with a maximum accumulation of sixty-five (65) days. Effective July 1, 2017, the maximum accumulation is seventy-five (75) days. Effective July 1, 2018, the maximum accumulation is eighty-five (85) days. Effective July 1, 2019, the maximum accumulation is ninety-five (95) days.

Employees who retire from the Town upon normal retirement according to CMERS will be paid for all unused sick leave up to a maximum of sixty-five (65) days in a lump sum payment.

- 13.5 Medical Certification. A medical certificate acceptable to the Town from a duly licensed physician shall be required by the Town for the following reasons:
- (a) For absences of more than three (3) consecutive days;
 - (b) Whenever an employee has a pattern of absenteeism;
 - (c) For prolonged illness or injury exceeding ten (10) consecutive days, a medical certificate from a licensed physician may be required from an employee for every two (2) week consecutive period the employee is absent from work. In addition, the employee shall be required to provide the Town with a medical certificate prior to returning to work indicating that, in the opinion of his/her physician the employee is able to return to work and perform all duties associated with his/her position.
 - (d) After the sixth (6th) sick leave occurrence and each subsequent sick leave occurrence each calendar year. For purposes of this section, the term "occurrence" shall mean any absence from work as a result of illness or injury. Consecutive working days absence due to illness and/or injury is one occurrence. Upon the determination in the workers' compensation forum that a continuous absence from employment was work related, the absence will no longer count toward the determination of the number of sick leave occurrences.
- 13.6 The failure of the Town to request a medical certificate pursuant to the Sections of this Article shall not constitute a waiver by the Town of this provision.
- 13.7 Moreover, nothing shall prohibit the Town from seeking additional medical information in accordance with the ADA, FMLA, Workers' Compensation Act and/or other laws.

- 13.8 Sick leave shall continue to accumulate during vacation time, sick leave, and bereavement leave, but shall not accumulate for any other reasons, including, but not limited to, injury (workers' compensation) leave, and leaves of absence.

ARTICLE XIV - BEREAVEMENT LEAVE

- 14.1 Full-time employees shall be compensated for three (3) days to attend the funeral/memorial service in the case of a death in the immediate family, namely, spouse, child, stepchild, parents, stepparents, siblings, grandparents, grandchild or in-laws.

ARTICLE XV - MILITARY LEAVE

- 15.1 The Employer will comply with its obligations under Federal and/or State law(s).

ARTICLE XVI - JURY DUTY

- 16.1 Any employee who has completed his/her probationary period and who is required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service, in accordance with applicable state and federal law(s). In order to be paid by the Employer for such leave, the employee must submit to the Employer written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation of said service.

ARTICLE XVII - VACATION

- 17.1 The Town will provide vacation time off with pay to eligible full-time employees, to provide opportunities for rest, relaxation, and personal pursuits. The following vacation with pay shall be granted to all full-time employees who are on the payroll and who have completed the following period of aggregate full-time employment.

<u>Years of Employment</u>	<u>Entitlement</u>
Upon completion of one (1) year	5 days
Two (2) to four (4) years	10 days
Five (5) to fourteen (14) years	15 days
More than fifteen (15) years	20 days

- 17.2 The employee's anniversary date of employment will be used to determine the amount of vacation time due. An employee must take all vacation time earned during the year following the anniversary date on which it is earned. Earned vacation time shall not be carried over from year to year.
- 17.3 Any employee whose employment with the Town is severed for any reason shall be paid all vacation time not used.
- 17.4 Upon the death of an employee, payment for vacation time accrued to the date of such death shall be paid to such person or persons as are entitled by law to receive said compensation due the employee.

17.5 Employees shall make every effort to use all their vacation time each year. Vacation time will not be carried over from year to year. Employees may submit a request to the Mayor or his/her designee for payment of up to fifty percent (50%) of their unused vacation time. Such request must be in writing and made at least ninety (90) days prior to their anniversary date. The Mayor or his/her designee, at his/her sole discretion, may authorize payment provided the operating requirements of the Town prevented such employee from taking vacation. If payment is not authorized such employee must use any remaining vacation time prior to their anniversary date or such time will be lost.

Authorized payments will be made in the first (1st) pay period following such employee's anniversary date.

17.6 Any employee with ten (10) or fewer hours of remaining vacation as of his/her anniversary date shall not be subject to the above provision and will be paid for unused hours in the first (1st) pay period following such employee's anniversary date.

17.7 If a holiday occurs when an employee is on vacation, the employee shall be entitled to an additional vacation day.

17.8 Seniority shall govern in choosing vacation and employees in the bargaining unit may take their vacation throughout the fiscal year. Employees are required to submit a written request for vacation to the Director of Public Works. The Director of Public Works, may, however, limit the number of employees on vacation at any one time because of operating requirements of the Departments. Regardless of seniority, an employee may not preempt a vacation period which another employee has already been granted.

17.9 The rate of vacation pay shall be equal to the employee's regular straight time hourly rate of pay, times the number of vacation hours taken, for the employee's regular job on the pay day immediately preceding the employee's vacation.

*Vacation may be used in half-day or full-day increments.

ARTICLE XVIII - DISCHARGE AND DISCIPLINE

18.1 No non-probationary employees shall be subject to discipline or discharge without just cause.

18.2 Disciplinary actions shall generally follow this order:

- a. Verbal warning;
- b. Written warning;
- c. Written warning included with a meeting of the offending party, the Employer and the Union to discuss the incidents leading to disciplinary action;
- d. Suspension; and
- e. Discharge.

It is mutually understood and agreed by the Town and the Union that deviation from the above order for disciplinary actions may be warranted depending upon the totality of the

circumstances, including the severity of the infraction, and the employee's history of discipline.

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

ARTICLE XIX - UNION LEAVE

- 19.1 No more than one (1) bargaining unit employee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating a collective bargaining agreement, when such meetings take place at a time during which such individual is scheduled to work.

ARTICLE XX - UNIFORM ALLOWANCE

- 20.1 Each Full-Time employee will be authorized up to four hundred and fifteen dollars (\$415.00) per annum for the purchase of work uniforms and ANSI-approved work boots, as verified by a sales receipt.
- 20.2 The Town will provide each employee with foul weather gear.
- 20.3 Clothing above the waist must contain the Montville Transfer Station logo. Casual clothing such as tank tops, tube tops, short shorts, cut-offs, work-out or warm-up gear, and mini skirts are not permitted. Torn, ragged, dirty, provocative, excessively tight or excessively baggy clothing is inappropriate. Employees are required to wear approved work boots and uniforms during work hours. Failure to do so may result in disciplinary action.

ARTICLE XXI - EDUCATIONAL REIMBURSEMENT

- 21.1 The Town provides Tuition Reimbursement Policy for eligible employees. To take advantage of the tuition reimbursement program, an employee must be an employee at the time he or she enrolls in the course. The course must be job related or part of a job-related degree program into which you are matriculated at an accredited college and must be pre-approved by the proper authority. To receive approval, employees are required to complete a tuition reimbursement form in advance of taking the course and submit it to the Director of Public Works for approval. Employees must then submit the approved form to the Finance Department.
- 21.2 There is a maximum of two hundred (\$200.00) dollars per annum tuition reimbursement for eligible full-time employees for pre-approved courses. There will be no reimbursement for books, supplies, or fees.
- 21.3 Employees must submit their original report card or grade statement and original receipt for course payment to the Finance Department in order to receive reimbursement.

- 21.4 Employees must be employed full time at the completion of the course to receive reimbursement. Reimbursement will be provided in the payroll following approval of successful completion of the course.

ARTICLE XXII - GRIEVANCE PROCEDURE

- 22.1 Definition. A grievance is an allegation by an employee or the Union that the Town has violated an express provision of this Agreement.

22.2 Grievance Procedure.

- a. Step 1 – Written Grievance. Not later than ten (10) working days after the event giving rise to the grievance, or ten (10) working days after the employee or the Union should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee or the Union shall submit a written grievance to the Director of Public Works or his/her designee. The Director of Public Works shall give his/her written answer to the grievance within five (5) working days after receipt of the grievance. If the department head fails to answer within the time limit set forth in Step 1, the grievance shall automatically proceed to the next step.
- b. Step 2 - Written appeal to the Mayor or his/her designee. If the grievance is not settled at Step 1, the employee or the Union, not later than five (5) working days after receipt of the department head's written answer at Step 1, may file a written appeal of that answer to the Mayor or his/her designee. Not later than ten (10) working days after receipt of the written appeal, the Mayor or his/her designee, shall meet with the employee and the Union. The Mayor or his/her designee, shall give his/her written answer to the grievance within ten (10) working days after such meeting, which answer shall be final and binding on the employee, the Union and the Employer unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 22.5 Arbitration Appeal Procedure.
- 22.3 Written Presentation. All grievances presented at Step 1 of this procedure set forth in Section 22.2 of this Agreement shall be numbered and dated, and shall set forth the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); the remedy sought by the Union and shall be signed by the employee and/or union representative. All written answers submitted by the Employer shall be signed and dated by the appropriate Employer representative.
- 22.4 The Employer shall allow the employee(s) and the Union Steward or Officer(s) the necessary time off without loss of pay to resolve any such grievance up to Step Two.
- 22.5 Arbitration Appeal Procedure. Any grievance as defined in Section 22.1 of this Agreement that has been properly and timely processed through the grievance procedure set forth in Section 22.2 of this Agreement, and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Employer with a written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 22.5 within ten (10) working days after receipt of the written answer of the Employer at Step 2 of the grievance procedure set

forth in Section 22.2 of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration.

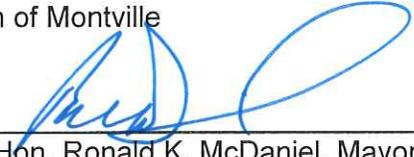
- 22.6 Jurisdiction and Authority. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of this Agreement. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. The written award of the arbitrator shall be final and binding on the aggrieved employee, the Union, and the Town. The standard of proof in all cases shall be based on a preponderance of the evidence.
- 22.7 Grievances shall be submitted to the American Arbitration Association (AAA) or the American Dispute Resolution Center (ADRC) in accordance with their rules and procedures. The fees of the AAA or ADRC and the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union; otherwise, each party shall bear its own arbitration expense.
- 22.8 Mediation. The mediation services of the State Board of Mediation and Arbitration may be used prior to or after filing a grievance for arbitration provided both parties mutually agree on the desirability of this service.
- 22.9 Time Limitations. The time limitation set forth in Article XXII may be extended only by mutual agreement of the parties in writing.

ARTICLE XXIII - SCOPE OF AGREEMENT

- 23.1 Duration. This Agreement shall remain in effect until June 30, 2020, and from year to year thereafter unless either party shall, not earlier than one hundred eighty (180) days and not later than one hundred fifty (150) days prior to June 30, 2020, serve written notice on the other party of a desire to terminate, modify, negotiate, change or amend this Agreement.
- 23.2 Separability. If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable and the Town and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law.
- 23.3 The failure of the Employer or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or Union to future performance of any such term or condition, and the obligations of the Employer and the Union to such future performance shall continue in full force and effect.
- 23.4 Headings. The paragraph captions used in this Agreement are included solely for convenience and shall not be used in conjunction with the interpretation of this Agreement.

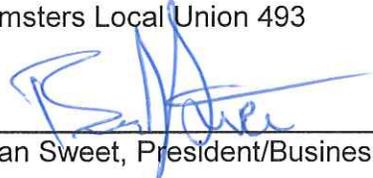
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the date written below and have duly executed this Agreement.

Town of Montville

BY: 
The Hon. Ronald K. McDaniel, Mayor

DATE: 8/15/17

Teamsters Local Union 493

BY: 
Bevan Sweet, President/Business Agent

DATE: 8/16/17

APPENDIX A – DRUG & ALCOHOL TESTING POLICY

APPENDIX B – WAGE APPENDIX

		Wage	7/1/16	7/1/17	7/1/19	7/1/19
	Current	Adjustment	2.50%	2.50%	2.50%	2.50%
Transfer Station Attendant II	\$16.91		\$17.33	\$17.77	\$18.21	\$18.67
Transfer Station Attendant I	\$19.02	\$20.02	\$20.52	\$21.03	\$21.56	\$22.10

NOTE: The position of Transfer Station Attendant I (currently held by Flo Turner) will receive a \$1 per hour, retroactive wage adjustment, prior to the application of the 7/1/16 general wage increase.

APPENDIX C1 – PPO INSURANCE PLAN DESIGN

**Century Preferred
Non-Gatekeeper**

\$25 Office Visit Copay
\$0 Wellness
\$200 Hospital Copay
\$125 Outpatient Surgery Copay
\$25 WI/\$75 UC/\$100 ER Copay

Out of Network:

Deductible \$400/800/1,000
Co-ins. 80/20
OOP \$3,000/6,000/9,000

Public Sector Rx (P2)
\$10/20/30, mail order 2x copay for
100 day supply
\$2,000 CYM retail and mail order

APPENDIX C2 – HDHP INSURANCE PLAN DESIGN

APPENDIX C2 (July 1, 2017)

*High Deductible Health Plan/Health Savings
Account \$2,000/4,000 Deductible
Non-Gatekeeper*

\$0 Office Visit, after deductible
\$0 Wellness, deductible waived
\$0 Hospital after deductible
\$0 Outpatient Surgery, after deductible
\$0 WI, UC, ER, after deductible

In-network

\$2,000/\$4,000 Deductible
\$0 Wellness, deductible waived
All other Medical 0% after deductible
MP4 Rx \$10/20/30 after deductible
\$3,000/\$6,000 Out of pocket max

Out-of-Network

\$2,000/\$4,000 Deductible
70% Co-insurance, after deductible
Rx 30% after deductible
\$4,000/\$8,000 Out of pocket max

APPENDIX C2 (July 1, 2018)

**High Deductible Health Plan/Health Savings
Account \$2,000/4,000 Deductible
Non-Gatekeeper**

\$0 Office Visit, after deductible
\$0 Wellness, deductible waived
\$0 Hospital after deductible
\$0 Outpatient Surgery, after deductible
\$0 WI, UC, ER, after deductible

In-network

\$2,000/\$4,000 Deductible
\$0 Wellness, deductible waived
All other Medical 0% after deductible
MP4 Rx \$10/30/40 after deductible
\$3,000/\$6,000 Out of pocket max

Out-of-Network

\$2,000/\$4,000 Deductible
70% Co-insurance, after deductible
Rx 30% after deductible
\$4,000/\$8,000 Out of pocket max

**APPENDIX C3
(2017-18; 2018-19; 2019-20
Buy Up PPO Plan design)**

**Century Preferred
Non-Gatekeeper**

\$30 Office Visit Copay
\$0 Wellness / \$75 High Cost Imaging
\$300 Hospital Copay
\$150 Outpatient Surgery Copay
\$30 WI / \$75 UC / \$150 ER Copay

Out of Network:

Deductible \$400/800/1000
Co-ins. 80/20
OOP Max **\$1,200/\$2,400/\$3,000**

Managed **MP4 Rx**
\$10/30/40 mail order 2x copay for **90** day supply
\$2,000 CYM retail and mail order