

WORKING AGREEMENT
BETWEEN
THE TOWN OF PLAINVILLE
AND
PLAINVILLE TOWN EMPLOYEES
LOCAL 1303-56 OF COUNCIL # 4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO
JULY 1, 2013 THROUGH JUNE 30, 2016

TABLE OF CONTENTS

| <u>Description</u> | <u>Page</u> |
|---|--------------------|
| PREAMBLE | 1 |
| Article I. Recognition | 3 |
| Article II. Union Security | 3 |
| Article III. Management Rights | 4 |
| Article IV. Hours of Work, Overtime and Holiday Premium | 5 |
| Article V. Holidays | 7 |
| Article VI. Seniority | 8 |
| Article VII. Wages | 11 |
| Article VIII. Insurance & Pension | 12 |
| Article IX. Vacations | 16 |
| Article X. Leave Provisions | 17 |
| Article XI. Safety and Health | 20 |
| Article XII. Disciplinary Procedure | 21 |
| Article XIII. Grievance Procedure | 22 |
| Article XIV. Savings Clause | 24 |
| Article XV. Duration | 24 |
| Wage and Salary Plan | 26 |
| Memorandums of Understanding | 29 |

PREAMBLE

The welfare of the Town and its employees is dependent upon the service the Town renders the public. The Town and its employees recognize that its primary responsibility is to the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the Town management and the organization of its employees. An obligation rests upon the management, upon the Union and upon each employee to render honest, efficient and economical service. The spirit of cooperation between the management and the Union, and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

This Agreement has as its purpose and intent the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the creation of an environment in which the Town and the Union can cooperate to achieve their joint objectives, and the establishment of rates of pay, hours of work, working conditions and other terms and conditions of employment.

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This Agreement entered into, by and between the Town of Plainville, hereinafter referred to as the Town, and Local 1303 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all of the employees in the Buildings and Grounds Division, Roadways Division, and Water Pollution Control Division, with the exception of the Superintendent, Assistant Superintendent, Foremen, Chief Plant Operator, Secretaries, and Engineering, Building, Planning and Community Development Department employees.

ARTICLE II
UNION SECURITY

Section 2.0 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of or in the Union during the term of the Agreement.

It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by Union members during the term of the Agreement.

The Union agrees to indemnify, save and hold the Town harmless from any claims, suits, losses, damages or expenses arising out of or in any respect related to the application or operation of this Article.

Section 2.1 The Town agrees to deduct from the pay for all its employees, who authorize such deductions from their wages, such membership dues, initiation fees and reinstatement fees as may be fixed by the Union. Such deduction shall continue for the duration of this Agreement or any extension thereof.

Section 2.2 The deduction of any month shall be made during a regular payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deduction have been made not later than the last day of said month.

Section 2.3 The Town agrees that there will be no lockout of its employees during the life of this Agreement.

Section 2.4 There shall be no strike, work stoppage or job action of any kind during the life of this Agreement.

Section 2.5 The Town will provide each employee with a copy of this Agreement, within thirty (30) days after the date of the signing of this Agreement, new employees will be provided with a copy of this Agreement at the time of hire. Five (5) signed copies will be sent to the Council #4 office, by the Town within thirty (30) days after the signing of this Agreement.

Section 2.6 The Town and the Union agree that there shall be no discrimination against any employee because of race, color, religion, age, political affiliation, physical handicap, sex, national origin, or union membership or lack thereof. This provision shall not be used as a basis for a grievance.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.0 Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following:

Determine the standards of services to be offered by all of the Divisions, determine the standards of selection for employment, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or for other legitimate reasons,

issue rules and regulations, maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and, fulfill all of its legal responsibilities.

The above rights, responsibilities and prerogatives are inherent in the Town Council and Town Manager by virtue of statutory and Charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

Section 3.1 The Town shall be furnished the names of officers and stewards of the Union and of any change thereof within ten (10) working days of such change.

ARTICLE IV

HOURS OF WORK, OVERTIME & HOLIDAY PREMIUM PAY

Section 4.0 The standard work week shall be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday through Friday. The regular workday shall be 7:00 a.m. to 3:15 p.m., with a half-hour for lunch. The Water Pollution Control Plant work schedule shall consist of five (5) eight (8) hour days but not be governed by the work schedule Monday through Friday. The Buildings and Grounds work schedule will be subject to weekend rotation during the months of June, July and August.

Section 4.1 Time and one-half shall be paid for all work in excess of eight (8) hours in any one day, or over forty (40) hours in any one-week.

- A.) Time and one-half shall be paid for all work performed on Saturday for employees on a Monday through Friday work schedule.
- B.) Double time shall be paid for all work performed on holidays as set forth in Section 5.0 in addition to holiday pay.
- C.) Double time shall be paid for all work performed on Sundays.
- D.) All overtime hours shall be compensated for in the next pay period.

- E.) Compensatory time off shall not be utilized for the purpose of avoiding overtime premium pay.
- F.) During extended emergency and/or winter operations when employees are engaged in significant full plowing, sanding and ice removal or debris removal operations, such as the February blizzard of 2013 or Hurricane Sandy of 2012 where such events result in an emergency Presidential Proclamation or Governor declaration of a state emergency where state highways are closed, any employee who has previously completed at least eight (8) hours of continuous work in an overtime status prior to their regular shift, then the employee so assigned shall continue in an overtime pay status until the end of such event, or until he is relieved from duty or excused from further work.

Section 4.2 When an employee is called to work outside his/her regularly scheduled working hours, he/she shall be paid from the time called in, provided he/she rings in within one-half (1/2) hour after the call-in. There shall be a three (3) hour minimum in all call-in situations provided that employees shall receive only one (1) three (3) hour minimum for any three (3) hour period. Therefore, employees called repeatedly within any three (3) hour period shall only receive one (1) three (3) hour minimum payment

Section 4.3 Part-time and probationary employees will not be called to work overtime unless there are no full-time employees available from that division.

Section 4.4 Any employee who does not avail himself/herself of the opportunity to work overtime will be charged on the overtime chart as though he/she had worked. A "not at home" or "no answer" will constitute grounds for charging time.

Section 4.5 The Union shall be given a list quarterly of all overtime hours and hourly rate paid to employees.

Section 4.6 All bargaining unit work will be done by bargaining unit employees. This does not preclude the Town from supplementing its forces with contract units or other forces.

During sanding and snowplowing operations, bargaining unit employees will not be sent home while such contract units or other forces are in the field for such operations.

Section 4.7 Time recording devices implemented by management are to remain in operation.

Section 4.8

- A.) Each employee shall have one (1) Twenty (20) minute coffee break daily at approximately 9:00 a.m. Coffee breaks shall be taken at the location of the job assignment when possible and in no case shall exceed twenty (20) minutes from the time of leaving the job site until resuming work.
- B.) Employees working scheduled overtime beyond the normal workday will be allowed a fifteen (15) minute coffee break at approximately 2:30 p.m.
- C.) Employees working at 12 midnight will be allowed a fifteen (15) minute break.

Section 4.9 Overtime will be equalized within classification to the nearest thirty (30) hours in the fiscal year. In the event that overtime is not equalized within classification within thirty (30) hours by the end of any fiscal year, then the employee(s) whose hours are lower shall be offered future overtime opportunities first until such time as the employee(s) overtime opportunities are equalized. Equalization provisions shall not apply to WPCA Division employees per current practice.

ARTICLE V

HOLIDAYS

Section 5.0 The following holidays shall be observed as days off with full pay:

1/2 Day before New Year's Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
July 4th

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
½ Day before Christmas
Christmas Day

Section 5.1 Holidays falling on a Sunday shall be celebrated on Monday. Holidays falling on a Saturday shall be celebrated on the preceding day. Employees must work the day before the holiday and the day after the holiday in order to receive said holiday pay.

Section 5.2 If a holiday occurs while an employee is on vacation the holiday will not be charged as a vacation day, but rather as a holiday.

Section 5.3 If the Town Council proclaims an unanticipated holiday for any of its employee, the members of this bargaining unit shall also receive said holiday.

ARTICLE VI

SENIORITY

Section 6.0 The Town shall prepare a list of full time employees showing their seniority in length of service with the Town and deliver the same to the Union on December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list. The length of service of the employee with the Town shall determine the seniority of the employee. The principal of seniority shall govern and control within the bargaining unit in all cases of transfer, decrease or increase of the working force as well as preferences in assignment to shift work and choice of vacation time.

Section 6.1 New employees shall serve a probationary period of ninety (90) working days and shall have no seniority rights during this period of time. The retention of the employee during this period shall be at the sole discretion of the Town. All employees who have successfully completed their probationary periods shall be full-time employees and shall acquire length of service records as of the date of their employment.

Section 6.2

A.) All job openings within the bargaining unit shall be posted on Union bulletin boards for a period of seven (7) days prior to any action taken to fill any job opening. If the senior qualified employee applies for the job opening, the seven

(7) day period shall be waived. Employees shall submit their applications to their immediate supervisor in writing. Employees submitting an application, who were not given the assignment in accordance with the provisions of this agreement, may appeal the action through the grievance procedure. This provision shall not prohibit bargaining unit employees from applying for non-bargaining unit positions.

- B.) Copies of the job posting, a list of the persons bidding for the job and the name of the person appointed shall be sent to the Union President at the time appointment.

Section 6.3 If vacancies to be filled occur in regular positions within the bargaining unit or new positions are created within the bargaining unit, those positions shall be eligible for replacement by Department of Physical Services employees who are qualified to perform the work. The senior qualified employee within the division shall be given the first opportunity to fill a vacancy for which he/she is qualified. If the position is not bid for within its respective division, qualified employees in other Department of Physical Services Divisions shall be eligible for bidding for the position. In the event there are no qualified applicants, the job will be filled from outside Town Employment.

Section 6.4 When an employee is retained in a vacancy or new position for a period of forty-five (45) consecutive work days, he/she shall be considered qualified and allocated in said position, if the position continues to exist, otherwise he/she shall return to his/her former position.

Section 6.5 Layoff. The Town shall notify the Union and the employees thirty (30) working days in advance of a pending layoff. If the employee chooses to utilize the provisions of bumping as outlined in Section 6.5D, he/she shall remain an employee. The Union will notify the Town within fifteen (15) working days the person that will be laid off. Layoffs within classifications shall take effect as follows:

- A.) Part-time employees.
- B.) Probationary employees.

C.) Except as provided for in Section 6.5D, the employee with the least seniority first, etc.

D.) An employee scheduled for layoff may bump a less senior employee in an equal or lower job classification, provided the bumping employee is qualified to perform the position into which he/she desires to bump.

Section 6.6 Laid-off full-time employees, within classifications, with the most seniority shall be rehired first, and no new employee shall be hired in these classifications until all laid-off employees in these classifications have been given an opportunity to return to work within fourteen (14) days of notification. The above is limited to a two (2) year period from date of layoff.

Section 6.7

A.) Employees shall not be discharged without just cause. Seniority shall be lost for the following reasons only: (1) Voluntary quitting; (2) Discharge for cause; (3) Failure to return to work as required in Section 6.6 above; (4) Retirement; (5) as provided in Section 6.7B.

B.) When an employee has become physically or mentally incapable of, or unfit for, the efficient performance of the duties of his/her position by reason of infirmity due to advance age or other disability, the Town Manager, based upon a medical evaluation of the employee's inability to perform his/her regular duties, may transfer the employee to less arduous duties or separate the employee from Town service in good standing.

Section 6.8 Officers and Stewards of the Union shall have super-seniority in the event of a layoff provided they are capable of performing the job they are preempting.

ARTICLE VII

WAGES

Section 7.0

During the 2013-2014 contract year, there will be a two and one quarter percent (2.25%) general wage increase.

During the 2014-2015 contract year, there will be a two and one quarter percent (2.25%) general wage increase.

During the 2015-2016 contract year, there will be a three percent (3%) general wage increase.

All wages will be paid bi-weekly and through direct deposit to accounts designated by employees.

Section 7.1

- A.) Employees promoted to a higher classification shall be paid at the step in the wage schedule in the higher classification that affords the employee an increase in pay. The employee so promoted shall advance to the top (2 year) rate after one (1) year. For situations other than promotion, employees assigned to a higher classification shall be paid at the same step in the wage schedule in the higher classification.
- B.) Temporary Assignment - A temporary assignment is defined as an assignment to an employee to perform a particular task in a higher classification for which the employee is qualified to perform. Any employee assigned to a higher classification for more than four (4) consecutive hours, shall be paid at the same step in the wage schedule in the higher classification.

Section 7.2 The wage and salary plan is attached hereto as Appendix A and is a part hereof.

Section 7.3 Wages shall be paid bi-weekly through electronic direct deposit to a bank account designated by the employee and on file with the Town. Paychecks will be delivered to employees and if the employee is absent the paycheck shall be placed in a sealed envelope and left for the employee by the administrative person delivering the paycheck.

ARTICLE VIII

INSURANCE & PENSION

Section 8.0 The Town shall provide and pay for a life insurance policy covering base salary of the employee. Also Accidental Death and Dismemberment.

Section 8.1 The Town agrees to provide the following program of hospitalization, surgical, and medical insurance:

The only medical insurance plan offering shall be a High Deductible Health Plan offered by the Town of Plainville or one that is comparable in accordance with the contract terms.

During the 2013-2014 contract year, employees will contribute the first twelve percent (12%) of the premium or premium equivalent costs of medical insurance benefits elected. In addition to the first twelve percent (12%) of premium or premium equivalent costs, employees shall be responsible for paying fifty percent (50%) of any increases in premium costs in excess of fifteen percent (15%) that may be incurred from one.

For the 2013-2014 contract year, the Town shall fund fifty percent (50%) of the deductible and employees shall be responsible for paying the remaining fifty percent (50%) for the level of benefits elected.

During the 2014-2015 contract year, employees will contribute the first twelve percent (12%) of the premium or premium equivalent costs of medical insurance benefits elected. In addition to the first twelve percent (12%) of premium or premium equivalent costs, employees shall be responsible for paying fifty percent (50%) of any increases in premium costs in excess of fifteen percent (15%) that may be incurred from one.

For the 2014-2015 contract year, the Town shall fund forty percent (40%) of the deductible and employees shall be responsible for paying the remaining sixty percent (60%) for the level of benefits elected.

During the 2015-2016 contract year, employees will contribute the first thirteen percent (13%) of the premium or premium equivalent costs of medical insurance benefits elected. In addition to the first thirteen percent (13%) of premium or premium equivalent costs, employees shall be responsible for paying fifty percent (50%) of any increases in premium costs in excess of fifteen percent (15%) that may be incurred from one.

For the 2015-2016 contract year, the Town shall fund thirty percent (30%) of the deductible and employees shall be responsible for paying the remaining seventy percent (70%) for the level of benefits elected.

The Town shall investigate the viability of inclusion under the State of Connecticut Prescription drug program as offered through the Comptroller's Office as per Public Act 10-131. If a cost reduction can be realized through such inclusion, the town will notify the Union of its desire to effect such a change and present its findings to the Union for approval. If there is mutual agreement between the parties, then such a change will be effected immediately upon enrollment with the Comptroller's Office and carrier. In no event shall such decision on behalf of the Town, whether or not to participate in such a program, be subject to the grievance and arbitration procedure, nor constitute a reopener for purposes of the Municipal Employee Relations Act.

- B.) **Worker's Compensation** - Any bargaining unit employee who shall suffer personal injury in the performance of his/her work and who shall be eligible for payments under the Worker's Compensation Act shall receive the difference between his/her pay and the allowance of Worker's Compensation from the Town, not to exceed a period of 6 months.
- C.) **Pension Plan** - The current Connecticut General Insurance Retirement Program as amended shall remain in effect and will continue to be reviewed.
- 1.) Employee shall acquire vesting in the Plan after five (5) years of service.
 - 2.) Each employee shall receive an annual statement of fiscal year's contributions, and interest credited, within six (6) months of the end of the fiscal year.
 - 3.) The Union shall receive a copy of the annual financial report of the Plan when received by the Town Manager.
- D.) **Disability** - The current group long-term disability insurance shall remain in effect.

Section 8.2 The Town reserves the right to institute cost containment measures relative to insurance coverage. Such coverage may include mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for certain designated surgical procedures, and some of all of the requirements of the Managed Benefit Program of Blue Cross and Blue Shield of Connecticut. The Town will provide a minimum of ninety (90) days written notices to the Union prior to implementation of the first cost containment measures. The Town will arrange to have the insurance carrier make a presentation to unit members on cost containment prior to implementation of the first cost containment measures.

Section 8.3 The Town shall have the right to change insurance carriers provided that the benefits and coverage's remain comparable to those identified in the foregoing section of the Article.

Section 8.4 Should alternative health insurance become available through the State of Connecticut, the Federal government, or a similar pooling concept which would provide comparable coverage in terms of level of benefits, number of providers, and at a lower cost to the Town and employees, then at the request of either the Town or the Union the parties shall meet to discuss possible inclusion into such a plan. Such a discussion shall not constitute a contract reopener under the Municipal Employee Relations Act ("MERA").

Section 8.5 Insurance Waiver Employees who are eligible to receive health insurance benefits may elect to waive any such coverage in writing and in lieu thereof receive a yearly sum for non-participation to be paid in one installment as follows: \$500 for waiver of individual coverage; \$1000 for waiver of employee plus one coverage; and \$1500 for waiver of family coverage. Employees may elect to make such waiver at any time by notifying the Town in writing that he/she is canceling his/her participation and coverages and the participation and coverages of his/her dependents in the Town's insurance plan. The Town will make such payment within thirty (30) days of the effective date of such waiver. Employees who have chosen to waive insurance coverage shall be able to renew their participation in an insurance plan during the open enrollment period in May and June of any fiscal year, or at one other time during each year if there has been a significant change in the employee's circumstances due to a major life event such as divorce, marriage, death of a spouse or birth of a child which warrants such change in option. Waiver payments shall be pro-rated based on the number of months in any given year that the employee waives insurance coverage. In any year in which the number of employees waiving health insurance coverage increases by a net of one additional employee over the prior year, any employee who elects to waive medical insurance coverage shall receive the following payments: For a waiver of individual coverage, the Town will increase its payment from \$500 to \$1,000. For those who waive employee plus one coverage, the Town will increase its payment from \$1,000 to \$1,500, and for those who waive family coverage, the Town will increase its payment from \$1,500 to \$2,000. If in a subsequent year the net number of

employees waiving health insurance is below the prior year, the Town's payments shall revert back to \$500 for waiver of individual coverage; \$1,000 for waiver of employee plus one coverage; and \$1,500 for waiver of family coverage.

Section 8.6 Medical Coverage for Retirees

Any employee who retires with twenty (20) years of service and a minimum age of fifty-five (55) shall be entitled to a medical stipend of three thousand dollars (\$3,000.00) per year for a period of three (3) consecutive years which may be applied towards the Town's medical plans (regular insurance or Medicare supplemental plan if eligible) or two (2) payments of one thousand five hundred dollars (\$1,500.00) per payment payable on January 1 and July 1 of each year of their eligibility.

ARTICLE IX

VACATIONS

Section 9.0 Employees shall be granted time off with pay for vacations according to the following schedule:

- (1) Day of entry to one year's service prorated based on 10 days, not to be granted until completion of the probationary period.
- (2) Two weeks after 1 year's service
- (3) Three weeks after 5 years' service
- (4) Four weeks after 10 years' service
- (5) After 20 years' service, one (1) additional day per year until five (5) days additional are reached.

Notwithstanding the above terms, employees hired on or after July 1, 2010 will earn up to a maximum of four (4) weeks of vacation. As a result, these employees shall be granted time off with pay for vacations according to the following schedule:

- (1) Day of entry to one year's service prorated based on 10 days, not to be granted until completion of the probationary period.
- (2) Two weeks after 1 years' service

- (3) Three weeks after 5 years' service
- (4) Four weeks after 10 years' service

Section 9.1 Vacation time shall accrue based on the employee's anniversary date.

Section 9.2 Seniority by division will govern vacation choice and at least one employee in each classification will remain in each division.

Section 9.3 At the time of separation from employment with the Town, an employee will be paid for accumulated unused vacation only if the employee provides the employer with two (2) weeks notice of his/her intent to separate from his/her employment with the Town.

Section 9.4 In the event of death of an employee, his/her spouse and/or minor children shall receive his/her prorated accumulated vacation. If the employee has neither spouse nor children, the pay shall be given to the estate of the deceased employee.

Section 9.5 Vacation shall be taken in minimum increments of one-fourth (1/4) of a day and all requests for vacation require at least twenty-four (24) hours advance notice and approval.

ARTICLE X

LEAVE PROVISIONS

Section 10.0 Each employee shall be entitled to accumulate sick leave with full pay of fifteen (15) days in any fiscal year. The Town shall provide three (3) personal days each year to bargaining unit employees that are non-cumulative. Unused sick leave may be accumulated from year to year to a total of up to 150 days. No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his/her normal workweek. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave or vacation time.

Section 10.1 Sick leave may be used for the following purposes:

- A.) Personal illness, physical incapacity, injury or exposure to contagious disease;
- B.) Enforced quarantine of the employee in accordance with community health regulations; and
- C.) When the serious illness of a member of the employee's immediate family requires his/her personal attendance, if supported by a medical certificate.

An employee may be absent from work with pay during such period as actual illness or injury prevents him/her from performing his/her duties. Each such absence will be supported by a physician's statement if absence exceeds three (3) days unless waived by the Town due to the nature of the illness or injury. In order for an absence to be counted as a sick leave day, an employee shall notify the designated person or office no later than 1/2 hour before his/her normal time for reporting to work.

Section 10.2

- A.) Employees, upon retirement, shall be entitled to compensation of one day's pay for every three (3) days of unused sick leave. Such payments shall be in a lump sum.

Section 10.3 In the event of an employee's death, his/her spouse and/or children shall receive on the basis of the employee's current wages one (1) day's pay for every one (1) day of unused sick leave.

Section 10.4 Additional leave with pay may be granted as warranted, by the Town Manager, when applied for by the employee, in writing, to the Town Manager, stating the reason for the additional special leave.

Section 10.5 In the event of a death in the immediate family, special leave of five (5) working days with pay from the date of death shall be granted an employee in the event of death of his/her:

Spouse
Child

Father
Mother

Special leave of three (3) working days with pay from the date of death shall be granted an employee in the event of death of his/her:

Sister
Brother
Father-in-law
Mother-in-law
relative domiciled in the employee's household;

Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her

| | |
|----------------|-------------------|
| Grandchild | Sister-in-law |
| Grandmother | Aunt |
| Grandfather | Uncle |
| Brother-in-law | Niece, or Nephew. |

Under extenuating circumstances, two (2) additional days with pay may be granted under Sections A, B and C above, with the written approval of the Town Manager.

Section 10.6 Union officials shall be allowed to attend official conventions or conferences without loss of pay for a period required to attend the function, not to exceed two (2) weeks and not more than two (2) officials, in any fiscal year, with notification to the Town Manager.

Section 10.7 Employees shall be granted leaves with full pay for jury duty or any other civic duty requiring an appearance before a court or other public body, such employee shall receive the portion of their regular pay which will, together with their jury duty pay, equal their total salary or wages for the same period.

Section 10.8 Up to two (2) weeks military leave may be granted for service on active reserve or National Guard duty, during which an employee shall be paid the difference between the regular salary and all military pay.

A.) No employee shall lose any seniority because of any military service including service in the National Guard or Organized Reservists.

- B.) On return from military service an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly increments awarded during his/her absence on military service provided he/she reports for duty within ninety (90) days of his/her discharge from military service.
- C.) The employee's accumulation of sick leave, upon leaving, shall be retained to his/her credit when he/she returns.

Section 10.9 Sick days and personal days shall be taken in minimum increments of one fourth (1/4) day and all requests for personal days require at least twenty-four (24) hours advance notice and approval, except for unforeseen emergency situations.

ARTICLE XI

SAFETY AND HEALTH

Section 11.0 The Town Manager shall appoint a Safety Committee of officers of the Union and Department Heads to submit recommendations for the purpose of better safety in the department. The Committee shall meet quarterly. An agenda will be drafted by the Chairperson and the President of the Union. Discussions will be limited to those items on the agenda. The Employer retains exclusive responsibility to provide a safe and healthful workplace, as required under the Occupational Safety and Health Act. The Union Safety Committee is clearly advisory in nature.

Section 11.1

- A.) Where necessary, foul weather gear shall be furnished to all employees working in conditions exposed to severe elements, i.e. rain gear, boots, etc.
- B.) Helmets and safety glasses shall be furnished to employees working in hazardous locations and equipment.

Section 11.2 Employees working beyond the regular working hours shall receive a meal allowance of \$10.00 per meal if employed during meal hours of 6:00 p.m. through 6:00 a.m. If

employed upon a paid holiday or Sunday, the noon meal shall also be paid for. Meals must be eaten at a business establishment within the Town of Plainville whenever possible.

Section 11.3 The Town shall provide, free of charge, to the employees medical injections for the prevention and treatment of the contagious diseases such as poison ivy, flu and tetanus.

Section 11.4 The Town of Plainville will provide a uniform allowance of \$450.00 per year, per employee, for purchase of uniforms and safety shoes, except that, for any employee having a starting date of employment in this unit during the months of April, May or June, such employees will be provided a uniform allowance of \$250.00. The uniform to be worn by each employee is set forth in a memo dated July 10, 2001, which states uniforms shall consist of green pants, green shirts, green sweatshirts and/or green jackets. Department identification will be required on all upper outerwear (shirts, sweatshirts, vests and jackets). Identification can be achieved by any of the following methods: silk screening, embroidery or patches. Patches will be available from your supervisor free of charge and must be sewn on. The style of clothing will be at the discretion of the employee. The Town requests that only appropriate work attire be worn which will be determined by the Town. Employees reporting to work without proper uniforms will be asked to punch out and go home to change into uniform.

Section 11.5 Any employee required to possess a commercial driver's license as a condition of employment in his/her position shall be required to provide the Town with updated medical certifications at least every two (2) years as well as other evidence showing the employee has a valid CDL upon request of the Town.

ARTICLE XII

DISCIPLINARY PROCEDURE

Section 12.0

- A. All disciplinary actions shall be for just cause, applied in a fair manner and not inconsistent with the infraction for which disciplinary action is being applied.

B.) The normal format for disciplinary actions shall include:

- 1.) A verbal or written warning;
- 2.) Suspension without pay; and
- 3.) Discharge.

This does not preclude immediate suspension or discharge.

C.) Disciplinary warnings shall be removed from the employee's personnel file on the second anniversary of said warning provided that no additional disciplinary actions have occurred within the two (2) year period.

D.) All suspensions and discharges shall be stated in writing with reason given and a copy given to the employee and the Union as soon as possible after such suspension or discharge.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.0 Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of the Employer-Employee relationship will be processed in the following manner:

A.) Within fifteen (15) working days of when the employee knew of the alleged occurrence, he/she shall submit to his/her Immediate Supervisor an official form stating the nature of the grievance.

Within fifteen (15) working days of the submission, the aggrieved employee, the Union representative, the Immediate Supervisor, and the Director of Physical Services shall meet to discuss the grievance. The Director of Physical Services shall respond to the grievance in writing, within three (3) working days of the completion of the meeting.

B.) In the event there is no settlement under Step A above, the matter may be submitted by the aggrieved employee, the Union Representative and/or the Steward in writing to the Town Manager. Such submission must be submitted within seven (7) days after the completion of Step A herein.

The Town Manager or his/her designee shall convene a meeting within thirty (30) calendar days of the submission. The Town Manager or his/her designee shall respond in writing within ten (10) working days of the meeting, which time limit may be extended at the request of the Town Manager or his/her designee.

- C.) If the Union is not satisfied with the decision of the Town Manager at Step B it may, within ten (10) working days of receiving the decision, submit the matter to arbitration by the State Board of Mediation and Arbitration.
- D.) Within fifteen (15) working days of the Union's notice to the Town of its submission to the State Board of Mediation and Arbitration of a grievance over an employee's discharge, the Town may elect to have the grievance resolved by an arbitrator mutually selected by the parties from the list of American Arbitration's Association's labor arbitrators who reside in the State of Connecticut. The Town shall pay all fees and costs of the AAA arbitrator and the AAA.
- E.) The arbitration panel or the arbitrator identified under subparts C.) or D.) above shall:
 - 1.) Hear and decide only one grievance in each case;
 - 2.) Be bound by and must comply with the terms of this Agreement or the written policy that is being aggrieved.
 - 3.) Have no power to add to, delete from or modify in any way the provisions of this Agreement or any written policy; and
 - 4.) The decision of the arbitrator shall be final and binding on both parties.

Section 13.1 The Town shall pay up to two (2) bargaining unit employees (whichever two employees the Union chooses) for time spent during normal working hours while participating at any step meeting under the contractual grievance procedure, including arbitration.

Section 13.2 Failure by the employees, the Union or the Town to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner

whatsoever to render it unenforceable, as to any other time or times or as to any other occurrences, whether the circumstances are or are not the same.

ARTICLE XIV
SAVINGS CLAUSE

Section 14.0 Should any Article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the Specific Article, Section or portion thereof directly specified in the decision, upon the issuance of such a decision.

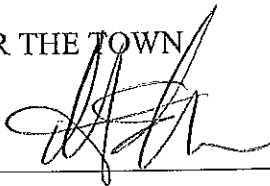
ARTICLE XV
DURATION

This Agreement shall be effective July 1, 2013, and shall remain in full force and effect through June 30, 2016, except that wages shall be effective and retroactive as specified. It shall be automatically renewed from year to year unless either party shall notify the other in writing One Hundred Twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

When negotiations are held during working hours, members of the negotiating team shall be allowed to participate in negotiations without loss of pay.

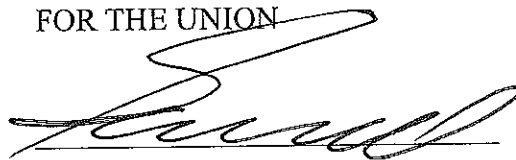
IN WITNESS HEREOF, the parties hereto have set their hands this ____ day of _____,
2013.

FOR THE TOWN

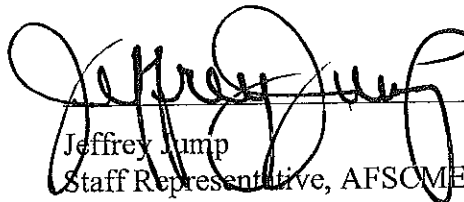


Robert E. Lee
Town Manager

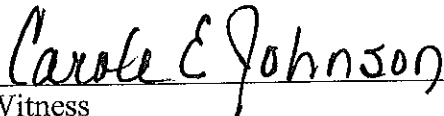
FOR THE UNION



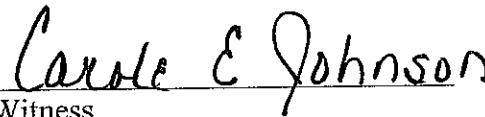
Shawn Waddell
Union President
Local 1303-56 of Council #4
AFSCME AFL-CIO



Jeffrey Jump
Staff Representative, AFSCME



Witness



Witness

**TOWN OF PLAINVILLE
DEPARTMENT OF PUBLIC WORKS
APPENDIX A - WAGE & SALARY PLAN
CONTRACT PERIOD JULY 1, 2013 - JUNE 30, 2016**

| | Starting Rate | One (1) Year | Two (2) Years |
|------------------------------|--------------------------|-------------------------|--------------------------|
| Roadways | | | |
| Mechanic | | | |
| July 1, 2013 | | 22.82 | 24.80 |
| July 1, 2014 | | 23.33 | 25.36 |
| July 1, 2015 | | 24.03 | 26.12 |
| Equipment Operator II | | | |
| July 1, 2013 | | 22.32 | 24.30 |
| July 1, 2014 | | 22.82 | 24.85 |
| July 1, 2015 | | 23.51 | 25.60 |
| Equipment Operator I | | | |
| July 1, 2013 | | 21.90 | 23.84 |
| July 1, 2014 | | 22.39 | 24.38 |
| July 1, 2015 | | 23.07 | 25.11 |
| Truck Driver | | | |
| July 1, 2013 | | 20.10 | 21.86 |
| July 1, 2014 | | 20.55 | 22.35 |
| July 1, 2015 | | 21.17 | 23.02 |
| Laborer | | | |
| July 1, 2013 | | 18.15 | 19.78 |
| July 1, 2014 | | 18.56 | 20.22 |
| July 1, 2015 | | 19.11 | 20.83 |

Buildings & Grounds

| | | | |
|--------------------------|-------|-------|-------|
| Mechanic | | | |
| July 1, 2013 | 22.82 | 24.80 | 26.74 |
| July 1, 2014 | 23.33 | 25.36 | 27.34 |
| July 1, 2015 | 24.03 | 26.12 | 28.16 |
| Maintainer II | | | |
| July 1, 2013 | 22.32 | 24.30 | 26.24 |
| July 1, 2014 | 22.82 | 24.85 | 26.83 |
| July 1, 2015 | 23.51 | 25.60 | 27.63 |
| Maintainer I | | | |
| July 1, 2013 | 20.10 | 21.86 | 23.64 |
| July 1, 2014 | 20.55 | 22.35 | 24.17 |
| July 1, 2015 | 21.17 | 23.02 | 24.90 |
| Laborer | | | |
| July 1, 2013 | 18.15 | 19.78 | 21.35 |
| July 1, 2014 | 18.56 | 20.22 | 21.83 |
| July 1, 2015 | 19.11 | 20.83 | 22.49 |

Water Pollution Control Facility

| | | | |
|---|-------|-------|-------|
| Assistant Plant Operator III | | | |
| Chemist/Chemical Hygiene Officer | | | |
| Sewer Inspector | | | |
| July 1, 2013 | 25.13 | 27.32 | 29.53 |
| July 1, 2014 | 25.70 | 27.94 | 30.19 |
| July 1, 2015 | 26.47 | 28.77 | 31.10 |
| Assistant Plant Operator II | | | |
| Chemist | | | |
| July 1, 2013 | 23.02 | 25.06 | 27.11 |
| July 1, 2014 | 23.53 | 25.63 | 27.72 |
| July 1, 2015 | 24.24 | 26.39 | 28.55 |
| Assistant Plant Operator I | | | |
| July 1, 2013 | 21.44 | 23.32 | 25.20 |
| July 1, 2014 | 21.92 | 23.85 | 25.77 |
| July 1, 2015 | 22.58 | 24.56 | 26.54 |

Operator in Training

| | | | |
|--------------|-------|-------|-------|
| July 1, 2013 | 19.15 | 20.72 | 22.31 |
| July 1, 2014 | 19.58 | 21.18 | 22.81 |
| July 1, 2015 | 20.17 | 21.82 | 23.50 |

Laborer

| | | | |
|--------------|-------|-------|-------|
| July 1, 2013 | 18.15 | 19.78 | 21.35 |
| July 1, 2014 | 18.56 | 20.22 | 21.83 |
| July 1, 2015 | 19.11 | 20.83 | 22.49 |

The previous Appendix A reflects the following changes in wages:

July 1, 2013 – 2.25% Increase on all wages

July 1, 2014 – 2.25% Increase on all wages

July 1, 2015 - 3.0% Increase on all wages

**MEMORANDUM OF UNDERSTANDING
AFSCME LOCAL 1303**

DEPARTMENT OF PUBLIC WORKS
PLAINVILLE, CONNECTICUT

STATEMENT OF POLICY
EFFECTIVE SEPTEMBER 1993

REGULATIONS GOVERNING
EQUALIZATION OF OVERTIME

PURPOSE: To establish a procedure for the charging of overtime and establish a clear understanding of equalization of overtime provisions:

A.) Public Works Personnel will be charged on the overtime reports as follows:

- 1.) Employees REPORTING for work will be charged actual hours worked.
- 2.) Employees REFUSING work will be charged TWICE the actual hours worked by substitute employee.
- 3.) Employees UNAVAILABLE (i.e. no response) when called will be charged the actual hours worked by substitute employee.
- 4.) Employees UNAVAILABLE (i.e. no response) because of illness, vacation or injury leave will be charged upon call out of entire classification within division regardless whether contacted or not. Employees on vacation leave will be called prior to charging, Monday through Friday in accordance with Paragraph A.2 and A.3 above providing they advise their supervisor they are available and their whereabouts. Employees on vacation Monday through Friday will be charged on Saturday, Sunday and Holidays upon call out of entire classification within division regardless of availability. Employees will be charged the actual hours worked by substitute employees.
- 5.) Employees UNAVAILABLE due to extended illness or injury leave of five (5) working days or more will be charged on a rotational basis within classification, in addition to Section 4 above. Employees will be charged the actual hours worked by substitute employees.
- 6.) Employees on or returning from sick or injury leave excluding scheduled office visits will not be eligible for overtime work until they have worked

their next regularly scheduled eight (8) hour work day, or until all qualified personnel within their classification within their division have been called. Employees will be charged according to Sections 4 and 5 above.

- 7.) Employees transferring to another division or changing classifications within a fiscal year are excluded from overtime equalization requirements of Article IV, Section 4.9 of the contract. However, every attempt will be made to equalize the overtime within the new division of classification for that portion of the remaining fiscal year.

I. BUILDINGS AND GROUNDS VACATION POLICY

- A. Late May or early June:
Sign up sheets for all employees is passed around for vacation sign ups. Requested that only one (1) Maintenance Man I and one (1) Maintenance Man II choose the same week by seniority. (Vacation schedule will be posted on bulletin board)

II. ADDITIONAL VACATIONS

- A. Those who did not sign up for vacation or want to request additional vacation should submit requests for approval (Note: Scheduled vacations from seniority sign up posted)
- B. Requests for time with less than two (2) men out in the Division; automatic approval.
- C. Requests for time when two (2) men scheduled off ; approval not available until workload for that period can be determined usually only 72 hours notice available.
- D. Negotiated exception with two (2) men out, request for a vacation or personal day by one (1) additional employee received at least five (5) working days in advance of the requested day; Automatic approval unless major project scheduled as determined by the Town Manager.

MEMORANDUM OF AGREEMENT

The Town of Plainville and Local 1303-56, AFSCME, Co. 4 hereby agree that the following terms shall apply to employees of the Water Pollution Control ("WPC") Division who are "on-call" to respond in cases of emergency:

One employee who works in the WPC Division, within the classifications Operator 1 or Operator 2, shall be on call each week and shall wear a pager or beeper. The employee on-call through wearing of such beeper shall rotate each week, and the schedule of assignments shall be made at least three months in advance. The employee so assigned to wear the beeper shall receive a payment of \$165 a week. From the time such employee is either telephoned or paged, he shall respond to the site of the emergency within 30 minutes. To the extent that any confined space entry permits are required, the Operator 2 shall be responsible for signing the same. There shall be a three (3) hour minimum for all call in situations, including scheduled weekend checks, provided that employees shall receive only one (1) three (3) hour minimum for any three (3) hour period

All employees within the WPC Division shall work Monday through Friday, eight (8) hours per day. The Town shall schedule employees as needed for work on weekends and holidays.

The parties agree that any and all equalization of overtime provisions (e.g., Section 4.9) within the collective bargaining agreement shall not apply to employees within the WPC Division.

Note: Revised June 2013.

LETTER OF AGREEMENT

TOWN OF PLAINVILLE AND LOCAL 1303-56 OF COUNCIL

AFSCME, AFL-CIO

EFFECTIVE DECEMBER 1, 1998

WPC OPERATOR IN TRAINING

The parties have agreed that the Laborers rate for the Water Pollution Control Division shall be increased by sixty-five cents (\$0.65) per hour effective December 1, 1998. The new rates have been incorporated in the Wage and Salary Plan.

This position shall be in addition to the classified positions currently listed in the Collective Bargaining Agreement. The new position shall be known as Laborer/Operator in Training. For employees to be eligible to remain in this classification, they must obtain State Certification of Class I within a two (2) year period. Employees who do not meet this requirement will be returned to the classification of Laborer.

MEMORANDUM OF AGREEMENT

OVERTIME DURING NEGOTIATIONS

EFFECTIVE SEPTEMBER 1996

The Town of Plainville and Local 1303-56, AFSCME, Council #4 hereby agree that the following terms shall apply to Public Works employees in the event of their participation during any negotiations:

- 1) Both parties agree that if any negotiation sessions go beyond the regular work day, no overtime pay shall be paid to participating union members. The term "regular work day" is defined by Article IV, Section 4.0 of the current contract.
- 2) Any union member participating in negotiations will not be given overtime pay for their time and shall be considered to be on their own time if negotiations exceed the regular work day.

All other extraneous agreements which are not set forth in the Collective Bargaining Agreement or referred to above shall be void and as a result shall have no continuing legal effect.