

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF MARLBOROUGH AND INTERNATIONAL BROTHERHOOD
OF TEAMSTERS LOCAL 559

Effective July 1, 2013 through June 30, 2017

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ARTICLE 1: PREAMBLE

This Agreement, entered into by and between the Town of Marlborough, a municipal corporation in Connecticut (hereinafter referred to as the "Town") and Teamsters Local 559, International Brotherhood of Teamsters (hereinafter referred to as the "Union") is designed to maintain and promote harmonious relations between the parties and to secure prompt and equitable dispositions of grievances, in order that more efficient and progressive public service may be rendered.

ARTICLE 2: RECOGNITION

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

ARTICLE 3: MANAGEMENT RIGHTS

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

ARTICLE 4: UNION SECURITY

All employees who are members of the Union on the effective date of this Agreement shall maintain their membership in good standing for the term of the Agreement.

Employees may, but are not required to, join the Union after thirty (30) days of employment. All employees who become Union members after the effective date shall maintain their membership in good standing for the balance of the term of the Agreement. For the purpose of this Agreement, employees shall be considered to maintain their membership in good standing if they pay or offer to pay their periodic dues. Any employee may withdraw from membership in the Union during the last thirty (30) days immediately preceding the expiration date of the Agreement.

The payment of dues by members is a condition of employment. In accordance with the policy, all employees who are not members of the Union shall also, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual assessments and regular dues. Payments herein prescribed shall be required on or after the thirtieth (30th) day following the beginning of employment or the effective date of this Agreement, whichever is the later. The Union shall indemnify and hold the Town harmless from any liability which arises out of its compliance with the terms and conditions of this provision.

The Town agrees to deduct from the pay of all employees covered by this Agreement the dues and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions once per month. Where laws require written authorization by the employee, the same is to be furnished in the form required.

The Town agrees to deduct dues and/or monthly payments referred to above upon receipt of a proper signed authorization from the employee.

ARTICLE 5: DUES CHECK-OFF

The Town shall deduct from employees wages and turn over at such regular intervals as mutually agreed upon, to the Secretary-Treasurer of the Union the periodic dues and initiation fees of all such employees who individually and voluntarily certify to the Town in writing that they authorize such deductions.

Such authorization shall be automatically renewed from year to year, except that the employee may withdraw from membership by written notification to the Union and to the Town during the last thirty (30) days immediately preceding the expiration date of the Agreement.

The Union agrees to indemnify and hold harmless the Town from any and all claims, demands, lawsuits, judgments, or other forms of liability or legal actions asserted against the Town as a result of its compliance with this Article. The Union shall assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

ARTICLE 6: PROBATIONARY PERIOD

No employee shall attain regular status or seniority rights under this Agreement until he/she has been employed continuously by the Town for a period of 180 calendar days. During such period, he/she will be on probation and may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever or no reason, and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall date back to his/her original hire date in accordance with the method for determining seniority as set forth in Article 28. The probationary period for an employee may be extended by mutual agreement between the Town and the Union, which agreement shall not be unreasonably withheld.

ARTICLE 7: EXTRA CONTRACT AGREEMENTS

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

ARTICLE 8: CHANGES IN JOBS

If the Town makes substantial changes in the duties to be performed by a member of the bargaining unit or creates a new bargaining unit position with different skills and responsibilities from those set forth in the contract, e.g., where the use of new equipment or operations causes a significant change in the position that lasts for more than three (3) months, then the rate of pay for the new position shall be temporarily set by the Town until the parties can negotiate a rate of pay for the position. The rate of pay shall bear a reasonable and proper relationship to the rate of pay of other jobs covered by this Agreement. If the parties cannot agree to a rate of pay for the new position, the parties will submit the issue of setting the rate to arbitration.

ARTICLE 9: UNION VISITS

The Business Representative of the Union shall conduct his or her business with the First Selectman or other representative of the Town as designated by the First Selectman. Requests for visits to the Town premises in order to service this Agreement must be made

to the First Selectman or his/her designated representative and shall be made so as to cause minimal disruption to Town business, and permission of the First Selectman shall not be unreasonably withheld. The Business Representative shall comply with the Town's rules and regulations covering access to and movement of visitor's within the Town's work premises.

ARTICLE 10: REASONABLE NOTICE FOR UNION ACTIVITIES

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

ARTICLE 11: DISCIPLINE AND DISCHARGE

The Town has the right to discharge, suspend, or discipline any employee for just cause. In any case of discharge or suspension, the Town shall notify the employee in writing of the discharge or suspension and the reason therefore. A copy of such written notice shall be given to the Labor Representative. Discipline may be given in any order as reasonably determined by the Town, need not be progressive, and will be based on the seriousness of the employee conduct involved. However, discipline will normally be administered on a progressive basis, with a verbal warning first, to be followed by written warning, and more serious disciplinary action including suspension and/or discharge in the event of a failure by the employee to comply with warnings.

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

Any record of discipline of a bargaining unit employee shall be placed in the employee's personnel file. Such record of discipline shall be removed from the personnel record of the employee 24 months after the disciplinary record was issued provided that the employee was not the subject of disciplinary action in the subsequent 24 month period. Once removed pursuant to this section, a disciplinary record shall not be used against the employee in any future proceeding.

In all cases involving the discharge, suspension or issuance of a written warning to an employee, the Town shall notify the employee, in writing, of such disciplinary action and reasons therefore within five (5) business days of the later of (a) the date when the Town became aware of the conduct giving rise to the disciplinary action or (b) the date of completion of an investigation of the employee's alleged conduct giving rise to the disciplinary action. If the Town fails to adhere to these time limits, said discipline shall be null and void, provided that the discipline issued by the Town outside these time limits shall be timely in the event of extenuating circumstances, i.e., major weather events or similar circumstances that interfere with the Town's normal functions.

ARTICLE 12: NON DISCRIMINATION

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

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

ARTICLE 13: NO STRIKE

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

ARTICLE 14: WORK RULES

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

ARTICLE 15: BULLETIN BOARD

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

ARTICLE 16: LOSS OR DAMAGE

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

ARTICLE 17: JOB BIDDING

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

When new jobs are created or vacancies occur within the bargaining unit, the Town shall post the job title and job description for seven (7) days and notify the union representative of such posting. Bargaining unit employees desiring to apply for the job shall file an application in writing within the posted time limit. Employees may not apply for transfers or promotions if they are on a final warning or are in the probationary period at another job. If a bargaining unit employee applies for the position, the Town shall fill the position with the employee if he/she is deemed to have sufficient skills and qualifications for the job.

The Town shall not consider candidates from outside the bargaining unit until the above process has been completed. If after the position has been posted for seven (7) days, there are no applicants deemed qualified, the Town may fill the vacancy in its discretion, including advertising the position to outside applicants.

When two (2) or more employees whose qualifications are substantially equal apply for the same opening, seniority, skill and ability will be the decisive factors.

Upon promotion of an employee to a bargaining unit position in Public Works, the employee shall begin a probationary period for ninety (90) days. During the probationary period, the Town Superintendent of Operations (the "Superintendent") or his designee will evaluate the employee's abilities, experience, performance, and physical and mental abilities to do the job. If a promoted employee does not demonstrate an ability to perform the job satisfactorily during the probationary period, he/she shall be returned to his/her original classification. Subject to the provisions of this agreement governing seniority, if the promoted employee's prior position in the bargaining unit has been filled by a probationary employee, that probationary employee may be reassigned to any available position in the bargaining unit or laid off. If the promoted employee is returned to his/her prior classification, he/she may bump a less-senior employee in the classification who was appointed to fill his/her position following the promotion, when necessary to create an opening in the bargaining unit. Disagreements concerning qualifications as set forth herein shall be subject to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 18: JOB STEWARDS

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

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

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

The Job Steward shall serve as the representative of the Union on the job. Whenever reasonably possible, he will attend to Union activities outside of work hours. He may attend to limited Union activities such as adjusting grievances during work hours as reasonably necessary, as long as his absence from the job for such limited periods does not unreasonably interfere with the business of the Town. The Job Steward shall notify his supervisor in advance of such activities and the time frame for completing them, and his failure to provide adequate notice shall be grounds for disciplinary action, except where justified by extraordinary circumstances.

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

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

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

ARTICLE 19: LIABILITY

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

- a. the Union and such officers or officials take every reasonable, prompt and positive measure within their power to prevent and stop such unauthorized strike, slowdown, walkout or stoppage of work.
- b. the Union and such officers or officials shall furnish to the Town, as soon as may be possible, satisfactory evidence that the foregoing requirements have been complied with.

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

ARTICLE 20: SUBCONTRACTING / BARGAINING UNIT WORK

The Town has the right to subcontract work as it sees fit in the best economic interests of the Town and its taxpayers. Subcontracting may be done for only legitimate business reasons, such as to obtain a lower price or a better quality of work, at any time. Subcontracting shall not directly result in the lay off of a bargaining unit employee. This prohibition would not limit the supervisor from working to promote the efficiency of the department. In addition, in circumstances where a supervisor is called in outside of normal working hours to perform bargaining unit work and the supervisor determines that he would be able to complete the work alone in a short period of time, i.e., in one hour or less, without calling in any bargaining unit members, the supervisor shall perform such bargaining unit work.

Supervisors shall not perform bargaining unit work unless there are no available qualified bargaining unit employees who are willing and able to perform such work.

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

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

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

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

ARTICLE 21: HOURS OF WORK

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

It is also within the discretion of the Town to change, on a temporary basis, normally not to exceed two weeks at one time, the days of the week comprising an employee's normal work schedule, in order to cover work assignments of other employees who have taken approved time off from work ("Employee Absence"). When an Employee Absence is scheduled in advance, the Town shall provide reasonable notice to the affected employee of any such temporary changes to his normal work schedule. For purposes of this section, "reasonable notice" is defined as: as much notice as is practicable for temporary schedule changes of less than one week in duration, and at least two weeks notice for temporary schedule changes lasting more than one week. The Town shall make the temporary schedule changes described in this paragraph on the basis of seniority; i.e., the qualified bargaining unit member with the least amount of seniority shall be the employee selected by the Town for the temporary schedule change. When an unscheduled Employee Absence occurs, the Town may by mutual agreement assign another bargaining unit employee to cover for the absence without advance notice, subject to the seniority provisions of this Agreement.

Transfer Station Employees

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

Monday 6:00 a.m. – 4:30 p.m. ½ hour lunch –	10 hours
Tuesday 8:00 a.m. – 7:30 p.m. ½ hour lunch –	11 hours
Wednesday 6:00 a.m. – 4:30 p.m. 1/2 hour lunch –	10 hours
Saturday 7:30 a.m.– 4:30 p.m., paid lunch-	9.0 hours
Total hours:	40.0

The Town requires that the Transfer Station be staffed on Saturdays. Accordingly, the Transfer Station Operator shall not be excused from working on Saturdays except as set forth herein:

Saturday after Thanksgiving:

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

Other Saturdays:

The number of Saturdays taken off by the Transfer Station Operator as vacation days in a given year shall not exceed the number of eligible vacation weeks. For example, if the employee is eligible for four weeks of vacation, the number of Saturdays taken off as vacation days shall not exceed four, and consistent with the provisions set forth above. The Transfer Station Operator may take personal days on Saturdays only with ten business days' notice to the Town, and may not take comp days on Saturdays.

Special Rules for Four Day Work Week. Unless amended by this Article the contract will apply to any issue arising out of the 4/10 work week. The Town retains the right to abolish some or all of the 4/10 Schedules.

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

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

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

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

Employees on a 4/10 schedule shall be entitled to an additional 15 minute p.m. break.

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

Time Reporting. All Public Works employees must punch in and out of work at the beginning and end of each day and at anytime they leave work as approved by management. Timecards must be signed by the employee before they are turned in at the end of each week, certifying that all time reported is accurate. Failure to fill out timecards completely and timely and failure to punch in or out of work may be grounds for discipline, depending on the frequency and other circumstances. Deliberate

falsification of timecards or any other records of the Town is grounds for immediate termination.

Break Periods. Public Works employees shall be given a 45 minute lunch break as close to 12:00 noon as practicable, and one 15 minute break in the morning as close to 9:00 a.m. as practicable.

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

For the morning break and lunch break, no more than one employee per crew shall be permitted at any time to use Town equipment, including Town vehicles, to travel to or from the closest retail establishment to pick up food, unless the crew is en route to another job site.

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

Snow Hours. Adjusted snow hours will extend from December 1 to April 1. During that period, the Superintendent or DPW Unit Supervisor (the "Unit Supervisor") may modify the standard work schedule and any employee's starting time by as much as two (2) hours earlier or later than normal during a potential snowstorm or emergency. When possible, the Town shall provide one day's advance notice of such change but notice of an adjusted work schedule under this section shall be timely if the town provides employees with at least twelve (12) hours' notice of the change. If less notice is given than that specified in this paragraph, normal starting times will be in effect, and the Town shall compensate employees with overtime pursuant to Article 22 of this Agreement.

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

Mowing and Grounds Maintenance Hours. Adjusted mowing and grounds maintenance hours will extend from May 1 through October 30. During that period, the Superintendent or Unit Supervisor may modify the standard work schedule and any employee's starting time by as much as 2 hours earlier or later than normal for purposes of completing mowing and grounds maintenance. When possible, the Town shall provide one day's advance notice of such change, but notice of an adjusted work schedule under this section shall be timely if the town provides employees with at least twelve (12) hours' notice of the change. If less notice is given than that specified in this paragraph, normal starting times will be in effect, with overtime paid pursuant to Article 22.

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

Overtime. The Town shall have the right to require overtime work in a manner most advantageous to the Town, but every effort shall be made to keep overtime at a minimum consistent with the demands of public service. Overtime assignments shall be allocated among full time employees on a basis of seniority. If there are no senior volunteers, the Town shall have the right to require the performance of work on an overtime basis by the least senior employees in the bargaining unit. If the Town is unable to secure a bargaining unit employee for such overtime then the Town shall have the right, in its sole discretion, to complete the necessary work as it sees fit. The bottom two (2) employees on the seniority list shall rotate each occurrence of overtime for the purpose for being forced in on overtime.

When overtime work is needed for a specific job assignment to which a particular employee has been detailed over a period of time, or for which, in the opinion of the Superintendent or the DPW Unit Supervisor, a particular employee is particularly well qualified, the Town may assign such particular employee to the specific overtime work assignment regardless of the amount of overtime worked by seniority of the employee to whom the overtime is assigned, other employees or other considerations.

The Town has the right to schedule overtime as required. There shall be no concerted action against overtime work by employees. Employees shall make themselves available to work overtime during snow storms, summer projects, and other assignments as needed by the Town. It is understood that employee's availability for overtime is essential to fulfilling the responsibilities of their positions. Therefore, employees must leave with the Superintendent a means to contact them for purposes of snow removal, other emergencies, and other overtime work. Should the Town be unable to fulfill its overtime schedule because of a number of refusals, the Town may require the employee with the least amount of seniority to do the necessary work required, provided such employee is qualified. A refusal in this circumstance by the employee with the least seniority may result in disciplinary action. Where a phone call from the Town goes unanswered or where the Town is otherwise unable to contact an employee, the Town shall have the right to bypass that person and proceed to the next senior person. In the event that the Town is unable to fulfill its overtime needs due to the unavailability of bargaining unit members, the Town shall be permitted to use non bargaining unit members to perform the bargaining unit work that the Town in its sole discretion deems necessary

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

Rest Periods During Overtime Work. Cots shall be provided for employees at the Public Works garage for employee's use as authorized when working substantial amounts of overtime, such as during snow storms. Such rest periods shall not exceed 4 hours in duration. If at any time an employee becomes tired when plowing snow, he/she should contact his/her supervisor or the Superintendent as soon as possible so that a sleep period can be arranged. Employees working overtime on snowplow duty will be paid during authorized sleep periods at the garage.

An employee performing overtime snow plow work must contact his/her supervisor if he/she becomes too tired to work, and the supervisor will permit him/her a rest period of up to four (4) hours in the supervisor's discretion, based on business needs. However, if the employee remains too tired to work safely after a rest period of four (4) hours or less, he/she shall inform his/her supervisor of the situation immediately and, upon receipt of the information, the supervisor shall grant the employee an additional reasonable period of rest.

Meals During Overtime Work.

An employee who is asked to and does report to work prior to his/her regular start time on his/her regular work day without advance notice will be entitled to two meals (breakfast and lunch) paid for by the Town. "Advance notice" means notice that is provided at least twelve (12) hours in advance of the altered start time. When an employee is asked to and does work more than two (2) hours beyond his/her regular quitting time on a regular work day, he/she will be entitled to a meal (dinner) paid for by the Town. These meals shall be at a restaurant of the employee's choosing provided that it is within a reasonable distance of the employee's location at that time. Employees shall not convene in any restaurant in groups larger than four (4) at one time for purposes of the meals covered in this section. Breakfast and dinner meal periods are not work time and, as such no wages shall be paid for such periods unless the employee is required to return to work overtime afterwards, in which case the employee will be paid for the meal period as if he/she was working. At no time will a lunch break be considered paid work time. Employees shall be entitled to take breakfast and dinner breaks at their reasonable discretion, subject to the business needs of the Town. The Superintendent or Unit Supervisor shall normally arrange to pay for such meals directly. When the Superintendent or Unit Supervisor is unavailable to make such payment, employees shall pay the costs of such meals and shall be reimbursed by the Town, provided the employee submits a receipt and provided that the reimbursement shall be subject to the limitations set forth below.

The following maximum reimbursable cost shall apply to the meals provided by the Town pursuant to this section for the duration of this contract: Breakfast--\$10; Lunch--\$12; and Dinner--\$14. The maximum meal costs shall apply on a per meal basis; i.e., if an employee spends less than the maximum amount on a given meal, no "credit" may be applied to a subsequent meal.

ARTICLE 22: OVERTIME COMPENSATION

Hourly employees shall be compensated at the overtime rate of time and one half their normal hourly rates on a daily basis for work outside of their regularly scheduled hours or forty hours per week whichever is greater. Any work performed on Saturdays, unless the employee is regularly scheduled to work on Saturdays, shall be paid at the overtime rate. The Transfer Station Operator shall not be entitled to overtime for working on Saturdays unless by working on Saturday he exceeds 40 hours of work in the work week. The Town will pay employees double time for any work required to be performed on Sundays or observed (as opposed to actual) holidays. All overtime must have the prior approval of the employee's supervisor. In the event that bargaining unit employees are called in to work on a day that is scheduled and designated as a holiday under Article 42, they shall be eligible to receive holiday pay plus double time.

ARTICLE 23: CALL IN PAY

When an employee is called in to work outside of his/her regular work hours, he /she will be paid from the time he/she reports to work and punches in on his/her time card. If the employee's work time following call in is not contiguous with his/her regularly scheduled work day, he/she will receive a minimum of three (3) hours of pay. If the employee's work time following a call in is contiguous with the employee's regularly scheduled work day, he/she will receive pay for the actual additional time worked with no minimum guarantee.

ARTICLE 24: PAYROLL PERIOD

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

ARTICLE 25: CLASSIFICATION AND WAGES

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

Employees hired by the Town on or after the effective date of this Agreement shall be paid in accordance with the following schedule, based on the employee's length of service as of the first day of the Town's fiscal year:

- first 12 months: 70%
- 13 through 24 months: 80%
- 25 through 36 months: 90%
- 37 or more months: 100%

ARTICLE 26 DRUGS AND ALCOHOL

Statement of Purpose

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

Rules of Conduct

1. No employee shall report for duty or remain on duty after consuming alcohol or being under the influence of alcohol or illegal drugs.
2. No employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety sensitive functions for the Town until, at the earliest, the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test. Any employee who has an alcohol concentration of 0.04 or greater may not perform any safety sensitive functions until the employee has been seen by a substance abuse professional, completed all recommended treatment, and passed a return to duty test with an alcohol concentration of less than 0.02. Notwithstanding, the above and other provisions of this policy, the Town reserves the right to terminate or otherwise discipline any employee who refuses to submit to a drug or alcohol test.
3. In the event that an employee is involved in a motor vehicle accident during working hours, such employee may be required to undergo a post-accident drug/alcohol test pursuant to Federal Motor Carrier Safety Administration regulations. In the event the employee is injured, such test shall be administered as soon as feasible following the treatment of any injury. No employee involved in an accident during working hours and required to take a post accident alcohol test shall ingest or use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
4. No employee shall refuse to submit to a post accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow up test as directed by the Town.
5. No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the employer in writing the substance will not adversely affect the employee's ability to safely perform

- his/her job including, as applicable, operating a commercial motor vehicle. All employees who drive vehicles or equipment of any sort in the normal course of their duties are required to inform the employer of any therapeutic drug use.
6. No employee shall report for duty, remain on duty or perform a safety sensitive function if the employee tests positive for controlled substances or is under the influence of alcohol or a controlled substance.
 7. No employee shall possess, distribute or use alcoholic beverages while on the Town's premises or in the Town's vehicles.
 8. No employee shall possess, distribute, manufacture, dispense, sell or use alcohol or controlled substances on the Town's premises, in the Town's vehicles, on Town-time, or while engaged in Town activities. This shall not prohibit an employee from lawful possession of alcohol in sealed containers on Town premises, i.e., temporarily stored in a personal vehicle parked on Town premises.

Compliance as a Condition of Employment

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

However, an employee who tests positive for alcohol or controlled substances shall be offered one (1) opportunity to participate in a rehabilitation program in lieu of being subjected to the disciplinary process. Certification of successful completion of the rehabilitation program shall be required. The cost of the rehabilitation program shall be borne by the employee and/or the employee's health insurance carrier, if applicable. If requested, the Town shall grant a reasonable leave of absence to enable the employee to participate in an inpatient rehabilitation program. The employee may apply any earned vacation, sick, personal or comp time in order to be paid for the leave; otherwise the leave shall be unpaid.

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

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

Drug and Alcohol Testing

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

ARTICLE 27: GRIEVANCE AND ARBITRATION PROCEDURES

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

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

- a. The aggrieved employee and/or Job Steward will attempt to informally settle the matter with the individual whose action is being disputed, or through the Superintendent or Unit Supervisor.
- b. **Step 1 Grievance:** If the matter is not resolved informally and the employee wishes to pursue a grievance, the employee, Job Steward or Union must present the grievance in writing to the Superintendent within five (5) working days after the occurrence giving rise to the grievance. Payroll errors or omissions shall be addressed through the grievance procedures, provided that any uncured failure to pay wages may be addressed pursuant to applicable Connecticut statutes. The matter may be resolved at Step 1 by written agreement with the involvement of the employee, the Job Steward and/or the Labor Representative, and the Superintendent.
- c. **Step 2 Grievance:** If the matter is not resolved at Step 1, the Labor Representative, the Job Steward, or the employee may, within ten (10) calendar days of the conclusion of the Step 1 Grievance discussion, request a Step 2 Grievance meeting with the First Selectman or his/her designee. The First Selectman or his/her designee will promptly meet and discuss the matter with the Labor Representative and/or Job Steward, and employee, and shall answer the grievance in writing within ten (10) calendar days of the Step 2 grievance discussion. Copies of the written grievance decision will be sent to the employee and the Union.
- d. **Appeal to arbitration:** If a satisfactory resolution is not effected through the Step 2 grievance procedure, the Union (but not the employee) may appeal the matter by submitting it to arbitration. Appeals to arbitration must be made within ten (10) calendar days of receipt by the Union of the Town's answer to the Step 2 grievance.

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

The time periods set forth above are essential to the right to pursue a grievance and/ or arbitration and, unless an extension is mutually agreed to by the parties in writing, if a grievance is not filed or not appealed within the time periods set forth above, the matter

will be considered permanently settled on the basis of the Town's answer; provided that the time for taking an appeal shall be extended in the event of a major emergency or similar event that reasonably extends a deadline.

The parties agree to submit all appeals to arbitration to the American Arbitration Association. The rules of the American Arbitration Association shall govern all arbitration proceedings. Each party shall bear the expense of its own witnesses and advocates. The parties shall share, on a 50-50 basis, the following expenses: any filing fees associated with submitting the appeal to the American Arbitration Association; the arbitrator's fee; and any fees associated with renting a conference room or other appropriate site for hearings, the location of which must be agreed to by the parties.

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

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

Pay During Grievances/Arbitrations

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

ARTICLE 28: SENIORITY

Seniority for bargaining unit employees shall mean an employee's length of continuous employment in a bargaining unit position.

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

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

The Town shall provide bargaining unit members with a daily list (or as often as practicable, based on the existence of appropriate work) of short term demand work and other miscellaneous tasks and the bargaining unit members shall decide on a seniority basis, which bargaining unit member shall complete each task. Bargaining unit members must be qualified to perform the tasks they are assigned. The bargaining unit shall spend no more than approximately 5 minutes each morning making the assignments set forth in

this section. If bargaining unit members do not promptly make work assignments, the Superintendent or Unit Supervisor shall make the work assignments, provided that bargaining unit members must be qualified to perform the tasks they are assigned.

The Town shall retain sole discretion to make all other work assignments not set forth in this section.

In the event of a need to downsize the workforce, the Town management will determine, based on the business needs of the Town, within which job title position(s) will be eliminated. Where management determines that there is a need to reduce the number of employees in a particular job title, the employee(s) in that job title with the least seniority will be laid off first, provided there is no job vacancy in another equal or lower classification for which he/she is qualified and wishes to transfer. An employee shall lose his seniority if he (a) voluntarily quits, resigns, is laid off for a period of more than one (1) year, or is discharged from employment for just cause; (b) is absent from work for five consecutive days without notifying his supervisor, unless physically or mentally unable to do so; (c) exceeds a leave of absence without satisfactory explanation; or (d) fails to return from a layoff within ten (10) working days after receipt of notice by registered mail to return. Nothing in this provision is to be construed to prevent the Town from terminating an employee for just cause, notwithstanding physical or mental problems, when consistent with state or federal law.

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

ARTICLE 29: SICK LEAVE

Sick leave is only available for the following reasons; (i) to recover from a personal illness or injury that would interfere with the ability to perform work or would endanger the health or safety of others at the workplace, (ii) to receive treatment for a personal injury or illness when the treatment cannot be received during off duty hours, and (iii) up to a maximum of forty hours per occurrence, to care for a member of the employee's immediate family, which is defined as a parent, spouse, son or daughter, who requires personal attention, except where such leave qualifies as Family and Medical Leave Act (FMLA) leave. "Parent" means a biological parent or an individual who stands or stood in the role of parent to an employee when the employee was a child. It does not include parents in law. FMLA leave is covered at Article 33 of this Agreement.

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

The Town's fiscal quarters are as follows:

First Quarter:	July 1st — September 30th
Second Quarter:	October 1st — December 31st
Third Quarter:	January 1st — March 31st
Fourth Quarter:	April 1st — June 30th

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

ARTICLE 30: REIMBURSEMENT/ ACCUMULATED SICK LEAVE

Each regular full time employee is eligible to accrue, after the first three (3) months of the probationary period, fifteen (15) days sick time per year from the date of hire, at the rate of 1 ¼ days per month of continuous employment. Any sick leave taken by an employee shall reduce the amount of sick leave in the employee's sick leave "bank."

- a. The maximum sick leave that may be accrued by a regular full time employee shall be 504 hours.
- b. No credit toward accrued sick leave shall be granted for time worked in excess of the employee's normal work week.
- c. Sick leave shall continue to accrue during authorized paid absences.
- d. In the first regular payroll of the new fiscal year, employees who have accrued the maximum of 504 hours of unused sick leave pursuant to this Article shall receive payment of any additional unused sick leave accrued during the prior fiscal year, at the pay rate in effect in the fiscal year when the sick leave accrued. Such payment shall not be included in compensation subject to the Town's IRS Section 457b retirement contribution.
- e. In the event of a lay off, retirement, voluntary quit with two weeks' notice, or death, a regular full time employee shall be entitled to receive payment from the Town of 100% of his/her accrued, unused accumulated sick leave; such payment shall be paid at the hourly rate for that employee in effect at the time of separation. The maximum number of sick hours that may be accrued shall remain at 504. Such payment shall not be included in compensation subject to the Town's IRS Section 457b retirement contribution.
- f. An employee may be required to produce verification from a treating physician to qualify for sick leave. Any employee out of work due to illness or injury for three (3) or more consecutive working days shall upon request of his/her supervisor obtain a note from his/her doctor attesting to the employee's fitness to return to work.
- g. In order for an absence due to sickness to be excused and counted as sick leave, the employee must notify either the Public Works supervisor or the employee's immediate supervisor of his/her illness or injury within thirty (30) minutes of the normal starting time for work, except where sufficient good cause exists to excuse untimely notification.
- h. If an employee takes a sick day either immediately prior to, or immediately following, one or more vacation, holiday or personal days, such sick day must be designated as a vacation or personal day. In the event that the employee does not have any remaining vacation or personal days, he/she will not be paid for that day. The foregoing provision shall not apply to an employee who provides medical documentation of illness for one or more sick days taken immediately before or immediately following one or more vacation or sick days. An employee who calls out sick and has no accrued sick leave time shall not be paid for the time off sick;

provided that such an employee may apply accrued and unused personal time or vacation time to the absence in order to be compensated for the time off.

- i. New Employees. Employees hired into the bargaining unit after the effective date of this agreement should not be eligible to accrue more than 320 hours of sick leave and shall not be eligible to receive any annual payment for sick leave accrued over said 320-hour maximum.

ARTICLE 31: YEARS OF SERVICE FOR BENEFITS PURPOSES

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

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

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

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

ARTICLE 32: COMPENSATORY TIME

Employees shall be allowed to accrue up to forty (40) hours of compensatory time in any given year in lieu of receiving overtime pay. Compensatory time will be allowed, at the election of the employee, at a rate of one and one half hours of compensatory time or double time as appropriate, for each hour worked in excess of 40 hours per week. Employees must elect annually, on or before December 1st, whether they wish to receive compensatory time or be paid overtime pay for the following calendar year. The Town will provide a written form to each employee for purposes of making this designation. Employees may use compensatory time for additional time off within the calendar year in which it is accrued. Employees will not be paid for time that they designate as compensatory time unless compensatory time is not used by the end of the calendar year in which it is accrued. Where an employee does not use time designated as compensatory time by the end of the calendar year in which it is accrued, the Town shall pay the employee for such time during the first pay period of the next calendar year.

As in the case of any overtime work, no employee shall work extra hours for compensatory time without prior authorization from the Public Works Supervisor or his designee. When the employee wants to use compensatory time as additional time off, he/she must seek approval prior to scheduling the time off. The same procedures

applicable to taking vacation time apply to taking compensatory time off. Compensatory time may be taken in one hour increments.

ARTICLE 33: OTHER PAID LEAVE

Bereavement Leave

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

Spouse	Father	Mother	Sister
Brother	Child	Grandchild	Step child
Step Parent	Or any other relative domiciled in the employee's household.		

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

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

*Including Grandparent, Aunt or Uncle of Spouse

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

Funeral Occurring While on Authorized Leave

Where the employee is authorized to take bereavement leave and said leave occurs when the employee is already on authorized leave, due to regularly scheduled days off or sick leave, the amount of funeral leave granted will include these days. When an employee is authorized to take bereavement leave and said leave occurs on an official holiday, or during his/her scheduled vacation leave, the bereavement leave granted shall be in addition to said holiday or vacation leave.

Family Medical Leave

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

Requests for family medical leave must be submitted to the employee's supervisor or Public Works Supervisor at least thirty (30) days in advance of foreseeable events and as

soon as possible for unforeseeable events. Failure to give the appropriate notice may result in denial of the employee's request for unpaid leave.

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

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

Employees are required to use any accrued but unused vacation time as part of the family or medical leave described herein, and any and all such vacation time must be used first before unpaid leave is permitted under this section. Such vacation time will count toward and is not in addition to the twelve (12) weeks of FMLA leave available under this policy. The Town, at its sole discretion, shall give reasonable consideration to an employee requesting to withhold up to two (2) weeks vacation from being imposed on him/her, if there are extenuating circumstances.

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

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

Military Leave

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

In addition, military leaves of absence will be granted to regular full time and regular part time employees to attend scheduled drills, training, or active duty with the U.S. armed services. Employees may use any available paid time off for the absence. If the period of service is more than 30 days but less than 180 days, the employee must apply for re-employment within 14 days of completing his or her service. If the period of service is more than 180 days, the employee must apply for re-employment within 90 days of completion of service.

ARTICLE 34: PERSONAL DAYS

Full time employees shall be entitled to four (4) days paid personal leave annually after one year of service provided the employee shall give twenty four (24) hours' notice to his/her supervisor. The notice requirement shall only be waived in an emergency situation, provided that the Town may require documentation of the emergency. Personal time may be taken in one hour increments. Personal days shall not accumulate from year to year, and employees will not be paid for accrued but unused personal days.

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

ARTICLE 35: JURY DUTY

Full time employees shall be granted a jury duty leave, without loss of regular pay, for required jury duty. An employee who receives notice of jury service shall provide such notice to the Town. Any full time employee called for jury service shall receive that portion of his regular compensation, which will, together with jury duty pay, equal his/her regular compensation for the same period, provided that the employee notifies the Superintendent or Unit Supervisor upon receipt of the jury summons, and furnishes proof of jury service served and any payment received. Employees shall promptly notify their supervisor whenever they are released from jury service. An employee who is released from jury service prior to the close of the employee's regular work day shall make reasonable efforts to report to work for the remaining portion of the work day, if reasonable to do so.

ARTICLE 36: REIMBURSEMENT FOR USE OF PRIVATE AUTOMOBILE

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

ARTICLE 37: FACILITIES AND TOOLS

Employees will be allowed to use the highway garage facility and tools on site only and exclusively for personal use, without any financial gain. All such personal use of the

highway garage facility and tools must be scheduled and approved in advance by the Public Works unit Supervisor, and will only be permitted during off work hours and when it will not interfere with the Department's operations. All employees wishing to make personal use of the highway garage facility and tools will be required to sign an acknowledgment and waiver relieving the Town of liability in the event of accident or injury in connection with such personal use. Permission to use the highway garage facility and tools for personal use shall be granted in the sole discretion of the Town and neither the employees nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement for any disagreement in connection with the Town's decision to grant or deny requests for such personal use. Notwithstanding the above, employees may use the Public Works garage during snowstorms to park their personal vehicles in order to facilitate the clearing of the lot and to keep the flow of traffic moving.

ARTICLE 38: EQUIPMENT SHOWS

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

ARTICLE 39: SAFETY EQUIPMENT AND UNIFORMS

Public Works employees are required to convey a neat appearance and to wear the approved uniform at all times when on work duty. The Town will provide to each employee eleven (11) shirts and pants, and two (2) jackets, to be replaced as needed. The approved uniform will also include OSHA approved work boots, as described in the following paragraph. Employees may elect at the start of employment to wear jeans instead of the uniform pants. Jeans will be available from the uniform company, or employees may procure their own jeans, subject to approval of the style and condition by the Public Works Supervisor or his designee. Employees who choose to procure their own jeans will be responsible for purchasing and laundering the jeans, and will also be responsible for keeping the jeans clean and neat. The Town shall continue to provide at no cost to employees: one winter jacket; one pair snow boots; and one pair of coveralls (with the exception of mechanics who shall be provided two (2) pairs of coveralls). The Town shall replace such items based on usage and condition.

In addition to the above, employees will receive a yearly allowance of up to \$150.00 to purchase OSHA approved steel or composite work boots for use at work. There shall be a monthly inspection of work boots and if the Town determines, in its reasonable discretion, that an employee's work boots are not OSHA-approved steel or composite toe, or that an employee's work boots are in such poor condition that their safety value has become compromised, it may require the employee to purchase a new pair of OSHA approved steel or composite toe work boots for use at work. Nothing herein shall alter the amount of the yearly allowance of \$150.00 which employees will receive for the purchase of work boots.

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

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

ARTICLE 40: VACATIONS

Full time employees are entitled to earn vacation benefits according to the following schedule:

<u>Years</u>	<u>Vacation Time</u>
Less than 1	0
Start of 2 nd through 5 years	10 days
Start of 6 th through 10 years	15 days
Start of 11 th through 15 years	20 days
Start of 16 th and over	25 days.

Vacation must be taken in no less than one (1) hour increments.

ARTICLE 41: VACATION RULES AND PROCEDURES

The following shall apply to vacation leave:

- a. Employee should attempt to use vacation time in the year earned. Its use must be requested by the employee and approved by the First Selectman or his/her designee. Pay will not be granted in lieu of vacation time.
- b. A regular employee may carry over earned vacation days from one year to the following year, only if permitted by the First Selectman. Any additional unused vacation leave shall be forfeited.
- c. Choice of vacation dates by employees shall be granted whenever practicable without jeopardizing the business needs of the Town, taking into consideration work responsibilities of the employee, as determined by the First Selectman and Superintendent; provided that no employee may take more than ten (10) consecutive vacation days without prior permission of the First Selectman, which permission shall not be unreasonably denied.
- d. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three days and the employee files a physician's certificate documenting the duration of the illness with the First Selectman.
- e. Employees shall be paid 100% of their earned unused vacation time upon being laid off, retiring, quitting with two (2) weeks notice, or other termination, unless such termination is for serious misconduct including but not limited to: carrying weapons, proven recklessness resulting in a serious accident, deliberately damaging Town equipment or property, deliberately falsifying Town records or

stealing. Such payment shall not be included in compensation subject to the Town's IRS Section 457b retirement contribution.

Any and all time off with pay, including vacation time, must be requested in advance with a "Time Off Request Form", which must be approved by the employee's supervisor. Employees taking a week or more as vacation or comp time must request time off at least two weeks in advance of the date(s) requested. Employees taking less than a week as vacation or comp time shall provide as much notice as practicable, but will not be subject to the foregoing two week notice requirement.

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

Time off requests submitted in writing by an employee for up to two days off shall be answered by the Town in writing by the next business day. Time off requests submitted in writing by an employee for three (3) days or more shall be answered by the Town in writing within the following two (2) business days. If the Town fails to respond in writing within the above timelines such request shall be deemed to be automatically approved by the Town.

In April of each year, the Superintendent will circulate a Vacation Sign-Up Sheet on which employees who are eligible for such vacation time may indicate their preference for two (2) weeks of accrued vacation during the upcoming fiscal year, July 1-June 30th. Vacation shall be permitted by seniority and based on the business needs of the Town to cover work duties for days for which more than one employee requests vacation. The Superintendent will, after approving the two week vacation periods first requested, then circulate a vacation schedule to employees on which they may indicate their preferences for any remaining vacation time.

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

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

Holiday While on Sick Leave/ Vacation

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

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

ARTICLE 43: GROUP INSURANCE

In the fiscal year ending June 30, 2014, the Town and bargaining unit members shall continue in effect the Town-sponsored group health insurance plan in effect as of July 1, 2013. Effective July 1, 2014, all bargaining unit members shall be eligible to participate in a new Town-sponsored Anthem Blue Cross/Blue Shield group health insurance coverage summarized in the attached Plan Description (Option #1 on Town Health Plan Proposal 1/21/14)(HDHP w/HSA, Rx CoPays After Deductible, Town Pays Fifty Percent (50%) of Health Savings Account annual required contribution; employee pays 50% of HSA annual required contribution; employee pays six percent (6%) of applicable health insurance premium). For each bargaining unit member who participates in the HDHP HSA the Town shall pay the remaining 94% of monthly premium. The group health insurance summarized above shall be referenced herein as the "New Plan." See Appendix B.

In the event that the New Plan is no longer available, or health insurance premiums increase substantially, or the Town determines that another health insurance plan will provide group health insurance coverage at more favorable premium rates, the Town shall provide notice to the Union of its intention to change plans. The Town shall not be precluded from doing so, provided that it shall (a) seek an alternative group health insurance plan that provides substantially comparable coverage to the New Plan, and (b) shall provide the Union an opportunity to negotiate over the impact of the implementation of such an alternative plan. In the event the parties cannot reach agreement through negotiation, the matter may be submitted to binding interest arbitration.

Group Health Insurance Waiver

Any bargaining unit member may elect to waive group medical coverage and receive additional annual compensation in lieu of said coverage, subject to the terms and conditions set forth herein.

Each employee who waives group medical insurance coverage must provide proof of medical coverage under an insurance plan sponsored by an employer or entity that is not affiliated with the Town or its related entities and institutions.

The Town shall pay, on a pro-rated bi-weekly basis, one half of the annual premium and HSA amounts that the Town would otherwise pay on behalf of the employee if the

From November through April, where more than one bargaining unit member has been approved to take vacation during the same period, the individual who obtains approval first shall not have to be available to work during vacation. Any other individual(s) obtaining approval to take vacation during the same time period shall be available to work, if the need arises. Such work shall be offered in accordance with the overtime provisions set forth in Article 22.

ARTICLE 42: HOLIDAYS

The following are the official holidays for all full time, regular employees:

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

- a. One half (1/2) day on Christmas Eve, when it falls on Monday through Thursday.
- b. One half (1/2) day on New Year's Eve, when it falls on Monday through Thursday.
- c. There shall be one (1) floating holiday. The date of observance shall be determined by the Board of Selectmen each year.

Transfer Station Operator: The Town shall establish, at the beginning of each calendar year, a schedule of days in observance of official holidays which fall on the Transfer Station Operator's regularly-scheduled day off. Once the Town has established the schedule of official holidays, the Transfer Station Operator and the Superintendent shall identify the days when the transfer station operator shall take days off, in observance of official holidays that would have been otherwise scheduled as work days.

Holiday Falling on Weekends

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

Day Off Preceding/Following a Holiday

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

employee were enrolled in the New Plan (the "Waiver Compensation"). Such Waiver Compensation payments shall continue until such time as (a) the employee's employment is terminated or (b) the employee revokes the waiver and becomes eligible for participation in the New Plan (or any substitute plan adopted pursuant to the preceding subsection of this Agreement). Any such payment shall be subject to the deduction of applicable payroll taxes, but shall not be included in the calculation of the employee's annual wages for the purposes of calculating an overtime rate, nor shall it be included in the town's IRS Section 457b retirement contribution.

An employee election to select or waive group medical coverage shall remain in effect for a minimum of two (2) years, provided that the Town may terminate the waiver option at any time upon six (6) months' notice if it self-insures. Any employee eligible to make such election (other than an election made upon initial employment) shall make the election during the annual open enrollment period by submitting the appropriate election form to the First Selectman or designee. Such election shall become effective on July 1st. As specified in IRS Section 125 which regulates qualifying events, an employee may re-enter the Town's group medical coverage in accordance with applicable insurance company procedures and policies. In such circumstances, the employee's compensation as set forth above shall be prorated accordingly.

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

If the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the Town reserves the right to reopen this Agreement and negotiate for adoption of group health plan that avoids triggering an excise tax. In the event the parties cannot reach agreement through negotiation, the matter may be submitted to binding interest arbitration.

Dental Insurance:

Full-time bargaining unit employees and their dependents shall be eligible for enrollment in the Town-sponsored Anthem Blue Cross Flex Dental Plan Insurance— Group #068871000 (or a comparable plan)(the "Dental Plan").

For the fiscal years July 1, 2013 through June 30, 2016, full-time employees participating in the Dental Plan shall be responsible for paying fifteen percent (15%) of the premium for themselves and any dependents enrolled in the Dental Plan; for the fiscal year July 1, 2016 through June 30, 2017, full-time employees shall be responsible for paying sixteen percent (16.0%) of the applicable insurance premium for participation in the Dental Plan. The Town shall pay the remaining Dental Plan premium for participating employees.

Group Life Insurance:

The Town shall pay the premium for participation by full time members of the bargaining unit in a Group Life Insurance plan with the AD&D Rider through Reliance Standard (or a comparable plan) with a death benefit of twenty thousand dollars (\$20,000.00). A participating employee may elect to increase the life insurance coverage at the employee's expense. A copy of the summary plan description is available from the Treasurer's Office in Town Hall.

Group Long Term Disability Insurance:

The Town shall pay fifty percent of the premium for full time bargaining unit members who elect to participate in the Town-sponsored Group LTD Insurance - Policy Number: LTD104567 (or a comparable plan), provided that participating employees shall contribute fifty percent (50%) of the premium for such Group LTD Insurance coverage. A copy of the summary plan description is available from the Treasurer's Office in Town Hall.

ARTICLE 44: RETIREMENT PLAN

A contributory retirement plan (the "Plan") is provided to employees of the Town. Effective July 1, 2014, the Town shall contribute a percentage of the gross regular weekly wages, including overtime pay when earned, of each employee into the plan as set forth in the schedule below. The employee may add contributions to the plan consistent with IRS Section 457b. Full-time employees are eligible for the Town contribution in the first month following one (1) year of employment. The employee may make tax deferred contributions to the plan following three (3) months of employment. Employees are encouraged to discuss this with the appropriate personnel in the Treasurer's Office. The Town shall not be obligated to make Plan contributions on payments for unused sick leave, vacation leave, personal leave, compensatory time, Waiver Compensation, or any other compensation or benefit paid to a bargaining unit member other than regular and overtime wages.

Schedule July 1, 2014-June 30, 2017: Fourteen percent (14%).

ARTICLE 45: JOB CLASSIFICATIONS

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

ARTICLE 46: HEAT STRESS

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

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

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

ARTICLE 47: PRIOR WORK PRACTICES

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

ARTICLE 48: LISTENING DEVICES

Employees shall not be permitted to engage in personal telephone calls on their personal cell phones during working hours. Employees shall not use portable listening devices, e.g., Walkmans, IPODS, iPhones, etc., while at work unless such devices are OSHA-approved and the use does not expose the employee to increased safety risks. Employees may use personal cell phones for legitimate Town business purpose, i.e., to communicate with a supervisor when other forms of communication are unavailable, provided that employees shall not be required to use their personal cell phones for Town business. Employees may respond during working hours to personal calls via cell phone in the case of a personal or family emergency. The abuse of this privilege shall be grounds for discipline up to and including discharge. Cell phones and portable listening devices may be used during rest period as specified in Article 21.

ARTICLE 49: MAINTENANCE OF VALID DRIVER'S LICENSE; MOTOR VEHICLE ACCIDENTS AND VIOLATIONS

All Public Works employees must maintain a valid driver's license. In the event that the employee's license is restricted, or he/she is cited for any moving violation, whether during or outside of work, the employee must immediately inform his/her supervisor or the Superintendent of all the relevant facts. After considering the nature of the violation or restriction, the Town will reasonably determine whether to suspend the employee pending an investigation and, following the investigation, whether the employee is likely to pose a threat to the safety of himself, other employees or the public or will have

substantial insurance consequences so as to warrant termination of employment or other appropriate measures by the Town.

If an employee is suspended pending an investigation by the Town, and the violation or restriction does not pose a threat to the safety of others, or have a substantial impact on the Town's insurance, then the employee shall be paid for the time lost for the suspension due to the investigation.

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

In addition, each Public Works employee must annually provide the following documentation to the Town: i) his driver's license (i.e., allowing the Town to make a copy); ii) a signed release, permitting the Town to obtain a copy of the employee's driving history, on a release form to be provided by the Town; and iii) a signed statement, to be submitted annually in January, confirming that the employee has not received any moving violations during the preceding calendar year. Public Works employees are also required to carry their medical card with them when operating Town vehicles in accordance with state and federal laws regarding CDLs.

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

ARTICLE 50: TRANSFER STATION

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

Employees may not remove or retrieve any items from the Transfer Station without prior permission from the Superintendent or Unit Supervisor.

ARTICLE 51: GIFTS OR ITEMS OF VALUE

Employees are prohibited from accepting any gift or item of value from any member of the public at any time, including without limitation Christmas gifts or cards with gifts of money. Notwithstanding the above, employees may accept non-alcoholic drinks offered by members of the public at the job site and may accept occasional gifts of pizza at the garage by members of the public if approved in advance by the Superintendent or Unit Supervisor.

ARTICLE 52: SEPARABILITY/SAVINGS CLAUSE

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

ARTICLE 53: DURATION

This Agreement shall become effective from July 1, 2013 through June 30, 2017. Either party may serve written notice one hundred and twenty (120) days in advance of the expiration date of their desire to negotiate a new Agreement. Should neither party give such one hundred and twenty (120) day notice, this Agreement shall remain in full force and effect until such notice is given for one hundred and twenty (120) days thereafter.

ARTICLE 54: MEETINGS

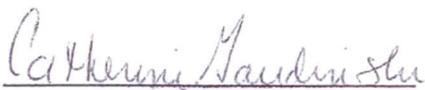
In meetings in which bargaining unit employees' Weingarten rights apply, the Town shall have no more than two (2) representatives of the Town present. In addition, in disciplinary meetings, the Town shall have no more than two (2) representatives present. In such disciplinary meetings in which the Town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

ARTICLE 55: SAFETY & HEALTH

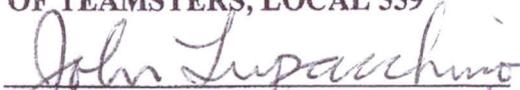
The Town agrees to continue to make reasonable efforts to provide safe and healthful conditions of work for bargaining unit employees and to make available to said employees any protective equipment required by existing state law. Employees are to use the protective equipment provided and to conduct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

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

TOWN OF MARLBOROUGH


Catherine Gaudinski
Marlborough First Selectman 6/11/14

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 559**


John Lupacchino
Secretary-Treasurer, Local 559 6/11/14

APPENDIX A: WAGES

July-June % Increase	<u>20013-14</u> 2.5 % ¹	<u>2014-15</u> 2.5 %	<u>2015-16</u> 2.5 %	<u>2016-17</u> 2.5%
Maintainer	\$25.11	\$25.74	\$26.38	\$27.04
Grounds Maintenance/ Maintainer	\$26.07	\$26.72	\$27.39	\$28.07
Equipment Operator/ Maintainer	\$26.07	\$26.72	\$27.39	\$28.07
Transfer Station Operator/Maintainer	\$26.21	\$26.87	\$27.54	\$28.23
Mechanic/Maintainer:	\$26.97	\$27.64	\$28.33	\$29.04

¹ The increase in the fiscal year 2013-2014 shall be effective as of July 1, 2013..

APPENDIX B
GGROUP HEALTH PLAN DOCUMENTS



FULLY UNDERWRITTEN RATE QUOTATION FOR
Regional School District #8
 Rate Period: July 1, 2014 through June 30, 2015

For Firm Division: 068871-015

Requested Benefit:

	<u>Individual</u>	<u>Two Person</u>	<u>Family</u>	<u>Monthly Premium</u>	<u>Annual Premium</u>
Medical Plan					
Group H.S.A. \$2000 / \$4000 - 100%/80% with Incentives	\$634.65	\$1,263.11	\$1,647.51	\$9,757	\$117,085
\$2,000 / \$4,000 Deductible (Individual/Aggregate Family)					
100% In-Network Coinsurance					
80%/20% Out-of-Network Coinsurance					
\$10/25/40 Rx Copayment					
\$5,000 / \$10,000 Combined Out of Pocket Maximum					

Monthly Contracts:

Medical	3	1	4	8
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Footnotes

- NOTE 1: The rates quoted are guaranteed for the effective date indicated or an effective date one month later.
- NOTE 2: The above quoted rates are contingent on an enrollment of at least 51 Non-Medicare subscribers, or 75% of eligible employees, whichever is greater.
- NOTE 3: The above rates are based on the following age limits: 26/26
- NOTE 4: Anthem BCBS assumes no self-insuring of underlying deductibles. Funding of employee owned HSA accounts is not considered self-insuring.
- NOTE 5: The policyholder may not reinsure or fund the deductible or coinsurance amounts except as might be provided by employer or employee contributions to an HSA fund that is the sole property of the employee.
- NOTE 6: Non-Standard Commissions are included in this rate quote. Upon sale, this rate quote must be signed by the group.
- NOTE 7: The rates shown above are for the insured HSA qualified plan and assumes employer does not pay Mellon Bank fees. Employer has indicated they will not use Mellon Bank and have instead chosen another bank to administer the employees' HSA account.
- NOTE 8: The rates shown above assume a 50% funding of CDHP Deductible.
- NOTE 9: Starting January 1, 2014, the Affordable Care Act (ACA or health care reform law) says that health insurers must pay a new yearly fee to fund premium subsidies and Medicaid expansion. It is based on their market share of net premiums written, or the sum of premiums earned from all policies, from the prior year. The total amount to be gathered across all insurers is set at \$8 billion in 2014, \$11.3 billion in 2015 and 2016, \$13.9 billion in 2017 and \$14.38 billion in 2018. After 2018, it goes up yearly based on premium growth. The fee is forecasted to raise \$101.7 billion and is not tax deductible.
- NOTE 10: Section 1341 of the Affordable Care Act calls for a transitional reinsurance program to be set up in each State. The program will help stabilize premiums for coverage in the individual market during the years 2014 through 2016. All insurers, and third-party administrators (TPAs) for self-insured group health plans, will make payments to issuers that cover high-cost people in non-grandfathered individual market plans.
- NOTE 11: This quotation contains amounts for the ACA Insurer Fee and ACA Reinsurance Fee. Since the fees change each year in January for all business no matter the renewal date, we have calculated the amounts on a prorated basis across your full coverage period.
- NOTE 12: The benefits and rates reflected in this quotation have been adjusted to comply with changes required by the Affordable Care Act beginning in 2014.
- NOTE 13: Anthem recommends that the employer contribution be at least 50% of the employee rate for each benefit plan offered for all active and retired employees who are enrolled in the group health plan. The renewal rates assume that at least 50% of eligible employees and 75% of net eligible employees will participate in this plan. Anthem retains the right to reconsider the renewal rates if the assumptions are not accurate, or if the final enrollment varies by more than 10% from the assumed contract counts indicated.

PRINT NAME

Account Consultant: M. Bowker

SIGNATURE

DATE

JOB TITLE

Underwritten By: (806)

05/07/2014



Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2014, contributions can be made to your HSA up to the following:
 \$3,300 individual coverage
 \$6,550 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Deductible Responsibility

\$2,000 individual coverage
 \$4,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

\$ 5,000 individual coverage
 \$10,000 family coverage

Your out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

And even -

Earn Rewards

What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.

Earn Rewards

If you do this:

Complete the MyHealth Assessment online
 Enroll in the MyHealth Coach Program
 Graduate from the MyHealth Coach Program
 Complete our Tobacco Free Program
 Complete our Healthy Weight Program

You can earn:

\$50
 \$100
 \$200
 \$50
 \$50

Some eligibility requirements apply. See page 2 for program descriptions.

If you have questions, please call toll-free 1-888-224-4896.

Group Gift Card

CGHSA605 w GC Rx copays NGF PY (1/14)



Healthy Rewards

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 per plan year. The health information you provide is strictly confidential.
- **MyHealth Coach:** If you qualify for the MyHealth Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 for enrolling in the MyHealth Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the MyHealth Coach Program (one reward per covered person per year).
- **Tobacco Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing this program.
- **Healthy Weight Program:** Our Healthy Weight Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing the program.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer
- H. Influenza type b
- Polio
- Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum per member per calendar year for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)

Mail Order (90 day supply)

\$10 Tier 1 copayment

\$10 Tier 1 copayment

\$25 Tier 2 copayment

\$50 Tier 2 copayment

\$40 Tier 3 copayment

\$80 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

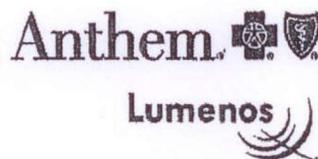
CGHSA605 w GC Rx copays NGF PY (1/14)



This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.



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If you have questions, please call toll-free 1-888-224-4896.

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