

AGREEMENT

BETWEEN THE

TOWN OF STONINGTON

AND

***LOCAL UNION 9411-04 OF THE UNITED STEEL WORKERS
AFL-CIO-CLC***

FOR

THE STONINGTON HIGHWAY DEPARTMENT

July 1, 2022 - June 30, 2025

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PREAMBLE

The parties to this Agreement are the Town of Stonington (the "Town" or the "Employer"), and the United Steelworkers on behalf of Local Union 9411-04 and the members employed by the Town of Stonington Highway Department ("Union").

ARTICLE I - RECOGNITION AND COVERAGE

1.1 **Recognition.** The Employer recognizes the Union as the sole and exclusive collective bargaining agency for those employees within the meaning and purposes set forth in the Recognition Agreement pursuant to the Connecticut State Board of Labor Relations Case No. ME 11,866.

1.2 **Coverage.** For the purposes of this Agreement the municipal Employer and the Union mutually agree that the following groups or classifications of employees constitute a unit appropriate for the purposes of collective bargaining with respect to wages, hours and other conditions of employment within the meaning of Section 7-47 t(3) of the Municipal Employee Relations Act:

All Laborers, Truck Drivers-small trucks, Truck Drivers-large & small trucks, Equipment Operators, Grounds Leader, Senior Equipment Operators, Assistant Mechanics, Mechanics, Master Mechanics, and Foreman in the Town of Stonington Highway Department excluding the Highway Supervisor, part-time employees, seasonal employees and the secretary.

1.3 **Definition of part-time employees.** "Part-time employees" are persons employed by the Employer who are regularly scheduled to work less than twenty (20) hours per work week.

1.4 **Seasonal Employees.** The Department of Public Works has the right each year to hire three (3) seasonal employees between March 1 and November 15, provided that those seasonal employees shall not be used to replace regular bargaining unit employees or be used in any winter operations. Furthermore, if it becomes necessary to reduce the work force covered by this Agreement for any reason, it is understood that seasonal employees will be the first to be laid off.

ARTICLE II - UNION SECURITY AND PAYROLL DEDUCTION

2.1 Each employee will be offered an option to join the Union. The Employer shall, through payroll deduction, deduct any dues authorized in writing by the employee. Each employee who elects to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues of the Union. Such authorization shall be delivered to the Employer and shall continue in effect until revoked by the employee by written notice revocation to the Employer and the Union.

2.2 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Employer agrees to deduct from the employee's pay each payroll period, with written authorization such dues as determined by the Union.

2.3 Upon hire, the Employer agrees to deduct from the wages of each employee who so authorizes such deductions in writing, in accordance with Sec. 2.3, the Union dues in the amount designated in writing by the International Treasurer of the International Union, together with the initiation fee of ten dollars (\$10.00) or as determined by the Union, with written notice to the Director of Administrative Services for each new member and reinstatement fees for the month or months owed and to remit such check-off to the International Treasurer of the United Steelworkers, Five Gateway Center, Pittsburgh, Pennsylvania 15222, on or before the first day of the following month. Monthly remittances shall be accompanied by an itemized statement showing the name of each Union member and the amount checked off with a copy given to the Local Union Financial Secretary.

An employee who has worked at least five (5) days in the current month and who quits, is laid off or is discharged for cause shall have the current month's dues deducted from his final pay.

2.4 The Union shall indemnify and save the Employer harmless from and against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section.

2.5 No Strikes or Lockouts

(a) No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the Employer, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

(b) The Union agrees that neither the Union nor any of its officers, agents or members, nor any officer covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

(c) The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

- (d) Violation of this Article will be a violation of this Agreement and will be just cause for disciplinary action by the Town against an employee and such other action that the Town may deem appropriate. This Section is not applicable to an employee if the employee reasonably believes that it is not safe to cross the picket line.
- (e) The Town may file an action in the court of appropriate jurisdiction to enforce this Article.
- (f) In consideration of the Union's commitment as set forth in Section 2.5 of this Agreement, the Company shall not lock out employees; provided, however, that the reduction or elimination of work in response to a strike by other personnel employed by the employer or by personnel employed by other employers shall not be considered a lockout.

ARTICLE III - MANAGEMENT RIGHTS

- 3.1 There are no provisions in this Agreement that shall deem to limit or curtail the Employer in any way in the exercise of the rights, powers and authority which the Employer had prior to the effective date of this contract unless, and only to the extent that, provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Employer's rights, powers and authority include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, transfer, or layoff; to discipline or discharge for just cause; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any departments thereof shall be operated, additions thereto, replacements, curtailments or transfers hereof, removal of equipment, outside purchases of products or services, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe reasonable rules to that effect; to establish and change standards and quality standards; determine the qualifications of employees; to run the department efficiently; the determination of the level of services to be provided; the direction, control, supervision, and evaluation of employees; the establishment or change of job assignments; the determination and interpretation of job descriptions; the institution of technological changes; the revising of processes, systems or equipment; the alteration, addition, or elimination of existing methods or equipment; the determination of the location, organization, number and training of personnel; the assignment of duties and work assignments; the assignment to duty stations; the scheduling and assigning of leaves; the scheduling and enforcement of working hours and work breaks; and the assignment of overtime.

The Town retains, whether exercised or not, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the Town's highway department activities are conducted, managed, and administered.

The Union recognizes the exclusive right of the Town to establish and maintain departmental rules and procedures and allows the Town to schedule overtime work in the manner most advantageous to the Town.

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

ARTICLE IV - NON-DISCRIMINATION

- 4.1 **No Discrimination.** In the administration of this Agreement, neither the Town nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, creed, national origin, ancestry, age, marital status, sexual orientation, gender identity or expression, genetic information, political affiliation or union (non-union) membership, or because the employee is a veteran, or against qualified individuals with a disability, or membership in any other protected classes set forth in state or federal law.
- 4.2 **Interpretation.** This Article IV shall be interpreted in accordance with applicable federal and state law.
- 4.3 **Reasonable Accommodation.** In the administration of this Agreement, the Town and the Union will provide reasonable accommodations to qualified employees with a disability and to employees based on their religious tenets.
- 4.4 **Remedy.** An arbitrator hearing a grievance that alleges a violation of this Article IV is authorized to award only reinstatement and/or backpay to a prevailing grievant and has no authority to award compensation, punitive or any monetary damages other than back pay.
- 4.5 **Waiver of Contractual Rights.** If an employee claiming a violation of this Article elects to proceed to an administrative agency or to Court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn.

ARTICLE V - REPRESENTATION

- 5.1 For the purpose of processing grievances for employees covered by this Agreement, the Union shall designate its representatives as follows:
 - (a) A Grievance Committee consisting of the chairman of the Grievance Committee the unit chairman and three (3) members at large. In any event, the committee will not exceed five (5) members.
 - (b) In discussing a grievance with management at Step 1 and/or Step 2 of Article VI, an employee may be accompanied by a member of the Grievance Committee and/or an International representative.

- (c) At Step 3 of Article VI the grievant may be accompanied by two (2) members of the Grievance Committee and/or the International Representative.
- 5.2 Only employees who have acquired seniority may act in the capacity of a Union Representative.
- 5.3 The names of such Union Representatives shall be submitted in writing to the Employer by the Union. In case of a change in the list of Union Representatives, such changes shall be made in writing as required.
- 5.4 Upon request, the International Union's Representative, who has been certified to the Employer in writing, may for a reasonable period of time meet with an employee during working hours on town premises to investigate a grievance.

ARTICLE VI - GRIEVANCE PROCEDURE

- 6.1 Definition of grievance. A grievance or dispute between the Employer and the Union involving the interpretation or application of the terms of this Agreement.
- 6.2 Grievance procedure.
 - (a) Step 1 - Oral Notice to Immediate Supervisor. Not later than ten (10) calendar days after the event giving rise to the grievance, or ten (10) calendar days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee shall discuss the grievance with his immediate supervisor. The immediate supervisor shall orally respond to the Employee not later than five (5) calendar days thereafter.
 - (b) Step 2 - Written Grievance to the Director of Public Works. If the grievance is not settled at Step 1, the employee, within three (3) days of receipt of the Supervisor's response but in no event later than eighteen (18) calendar days after the event giving rise to the grievance, or eighteen (18) calendar days after the employee should reasonably have learned of the events giving rise to the grievance, whichever is later, shall submit the written grievance to the Director of Public Works or his designee. The time limitations set forth above are of the essence of this Agreement. If the grievance is not submitted in writing within the time limits set forth in Step 2, it shall be deemed waived. The Director of Public Works shall give his written answer to the grievance within five (5) calendar days after receipt of the grievance. If the Director of Public Works fails to answer within the time limit set forth in Step 2, grievance shall automatically proceed to the next step. A copy of the written answer shall be provided to the grievance committee. Any grievance taken to the second step must be signed by the aggrieved employee and/or the local Union representative.
 - (c) Step 3 - Written appeal to the First Selectman. If the grievance is not settled at Step 2, the employee, not later than five (5) calendar days after receipt of the Director of

Public Work's written answer it Step 2, may file a written appeal of that answer to the First Selectman. Not later than fifteen (15) calendar days after receipt of the written appeal, the First Selectman, or his designee, shall meet with the employee who may upon request be accompanied by a representative as set forth in Article V Section 5.1 (C). The First Selectman, or his designee, shall give his written answer to the grievance within ten (10) calendar days after such meeting, which answer shall be final and binding on the employee, the Union and the Employer unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 6.4-Arbitration Appeal Procedure.

- 6.3 Written presentation. All grievances presented at Step 2 and Step 3 of this procedure set forth in Section 6.2 of this Agreement shall be numbered and dated, and shall set forth the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); and the remedy sought by the Union. All grievances at Step 2 and Step 3 of the procedure as set forth in Section 6.2 of this Agreement shall be signed and dated by the aggrieved employee and/or his Local Union Representative. All written answers submitted by the Employer shall be signed and dated by the appropriate Employer representative. The time limitation set forth in Article VI may be extended by mutual agreement of the parties in writing.
- 6.4 Arbitration appeal procedure. Any grievance as defined in Section 6.1 of this Agreement that has been properly and timely processed through the grievance procedure set forth in Section 6.2 of this Agreement, and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Employer with a written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 6.4 within twenty (20) calendar days after receipt of the written answer of the Employer at Step 3 of the grievance procedure set forth in Section 6.2 of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Employer at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the Employer and the Union.
- 6.5 Grievances shall be submitted to the American Arbitration Association in accordance with its rules and procedures. The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union; otherwise, each party shall bear its own arbitration expense.
- 6.6 Arbitrator's jurisdiction. The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He/She shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer. The standard of proof in disciplinary case shall be based on a preponderance of the evidence.

ARTICLE VII - BULLETIN BOARDS

7.1 The Employer will furnish a bulletin board to be placed in the workshop for the posting of notices. Such notices shall be limited to:

- (a) notice of Union meetings;
- (b) notice of Union elections or results thereof;
- (c) notices of recognized Union appointments;
- (d) notices of Union social, recreational or other such activities;
- (e) statements of United Steelworkers policy.

This provision shall not preclude equal access to the bulletin board by the Employer.

ARTICLE VIII - SAFETY AND HEALTH

8.1 Safety and Health Committee. There shall continue to exist an Advisory Safety Committee, consisting of two (2) members designated by the Union, from among the employees, and two (2) members designated by the Employer. The Chairmanship of the committee shall rotate among the management and labor members on an annual basis. The committee shall meet at mutually agreeable times but not less frequently than once each quarter. Unless extended by the mutual agreement of all members of the committee, each meeting of the committee shall be limited to a duration of one (1) hour. The committee may consider such matters relating to safety and health as the members designated by the Union and the members designated by the Employer mutually agree, and may make recommendations to the Employer regarding such matters. Scheduled work hours lost by the employee members of the committee in attending the meetings of the committee shall be with pay. The Committee shall, from time to time, file written recommendations regarding safety and health matters to the Highway Supervisor for his consideration. It shall have no power to issue any orders or directives, but may comment on any health or safety matters that it deems appropriate to the Highway Supervisor. It shall be an advisory body.

The deliberations or recommendations of the Committee shall not be admissible in any arbitration proceeding conducted pursuant to Article VI of this Agreement.

8.2 The Union will cooperate with the Employer in encouraging employees to observe and abide by all health and safety regulations prescribed by the Employer and to work in a safe manner and to eliminate accidents and health hazards.

8.3 When the Employer introduces new personal protective apparel or extends the use of protective apparel to new areas or issues new rules relating to the use of protective apparel, the matter will be discussed with the members of the Union Safety and Health Committee

in advance with the objective of increasing cooperation. The Employer shall have the right to enforce safety and health rules, subject to the Union's right to later grieve the impact of the new or changed safety or health rule.

- 8.4 Gloves, safety glasses, safety vests, face shields and earplugs (when required to be worn) shall be provided by the Employer at no cost to the employee. The Employer shall also provide a \$375.00 reimbursement per fiscal year for each bargaining unit member to buy up to two (2) pairs of qualified safety shoes. Every October the Town will coordinate to have a boot truck vendor available for those bargaining unit members who would rather have their Safety Shoes directly billed to the Town. Safety shoes shall be worn at all times during work hours.
- 8.5 An employee who, as a result of a work-related accident, is unable to return to his assigned job for the balance of the shift on which he is injured, will be paid for the balance of the shift.
- 8.6 The Employer shall reimburse bargaining unit employees who routinely wear prescription glasses in the work place for the cost of replacing approved prescription safety glasses which are damaged in the course of employment. Additionally, if prescription glasses, normally worn in the work place, are replaced because of a revised prescription, the Town shall reimburse the employee up to two hundred fifty dollars (\$250.00) per fiscal year. Unused years can be rolled over for a total reimbursement of \$500.00 over a two year period.
- 8.7 Global Positioning System (GPS) units may be installed in Department vehicles to help with safety, emergencies and/or efficiency. Furthermore, if management determines through the use of GPS that a bargaining unit member is doing something that is either unsafe or unwarranted, management agrees to try to use coaching opportunities and/or counseling as a first remedy unless the actions are so egregious that they warrant further discipline.

ARTICLE IX - HOLIDAYS

- 9.1 The following days are recognized as holidays and shall be paid at straight time rates:

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

- 9.2 Eligible employees. An employee shall be ineligible for holiday pay if he fails to work his last scheduled day before and the first scheduled day after the holiday, unless the employee was on sick, vacation or authorized leave.

- 9.3 No work on holiday. An eligible employee who is not required to work on the day observed as a holiday shall receive eight (8) hours pay at his straight time rate of pay.
- 9.4 Work on the holiday. An eligible employee who is required to work on the day observed as a holiday shall receive one-and-one-half (1 1/2) times his straight time rate of pay for all hours actually worked on that day, in addition to eight (8) hours holiday pay at his straight time rate of pay.
- 9.5 Holiday during a vacation period. If a holiday occurs during a scheduled vacation of an eligible employee, no charge against his accrued leave will be made for that day. He shall receive holiday pay instead.
- 9.6 Overtime credit. Hours which an employee does not work but for which he is compensated pursuant to Section 9.3 shall not be considered hours worked for the purposes of computing overtime eligibility pursuant to the FLSA and related state law.
- 9.7 Any holiday which falls on a Saturday shall be celebrated on the preceding Friday. Any holiday which falls on Sunday shall be celebrated on the succeeding Monday.

ARTICLE X -VACATIONS

- 10.1 Vacation leave with pay shall be granted to all employees covered by this Agreement who are on the payroll and who have completed aggregate years of full-time employment as of their anniversary dates of employment in accordance with the following schedule:

<u>Length of service</u>	<u>Vacation</u>
1 year	10 days
2 years	12 days
3 years	13 days
4 years	14 days
5 -6 years	15 days
6 -7 years	16 days
7 -8 years	17 days
8 -9 years	18 days
9-10 years	19 days
10 -15 years	20 days
15 years or more	25 days

During the first year of employment, 5 days of vacation will be provided after successful completion of the six (6) month probationary period.

- 10.2 Vacation days may be taken consecutively or otherwise, but the time for taking them must be by mutual agreement between the Director of Public Works or his/her designee and the employee. Whenever there is a conflict in requesting vacation dates, seniority shall prevail.

- 10.3 All vacation leave must be taken during the leave year beginning with the anniversary date on which the employee earns vacation leave. Any vacation leave which is not taken then, in accordance with this article, shall be lost. Vacation leave may not, under any circumstances, be accumulated or taken in a subsequent leave year. Notwithstanding the provisions of this section, employees who were members of the bargaining unit prior to June 30, 1989 may accrue vacation leave up to an amount equal to their maximum earned annual vacation leave. In the event said employee is terminated for a reason other than "just cause," the employee shall receive compensation for the annual vacation leave earned, but not used.
- 10.4 Notwithstanding 10.3 above, if an employee is unable to take his vacation time for the year because the Employer is unable to grant the time off or has called the employee back from a vacation which cannot be rescheduled due to the operating needs of the Employer, the denial shall be in writing and the employee shall at the Employer's option be allowed to accrue the unused vacation leave or shall be paid for said accrued leave. However, each eligible employee shall take a minimum of two (2) weeks vacation in any one (1) year.

ARTICLE XI - HOURS OF WORK

- 11.1 Purpose of article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week or per year. The Employer's pay records, practices and procedures shall govern the payment of all wages.
- 11.2 Work week. The work week shall consist of seven (7) days beginning immediately after twelve o'clock midnight on Saturday and ending at twelve o'clock midnight the following Saturday.
- 11.3 Regular work week. The regular work week shall consist of forty (40) hours of work within the work week, Monday through Friday inclusive.
- 11.4 Work day. A work day is a period of twenty-four (24) consecutive hours beginning immediately after midnight of one day and ending at midnight on the following day.
- 11.5 Identification of shift. The following shift will be considered standard and remain in effect for the duration of this Agreement. If the modified seasonal work shift is to be used, then the entire bargaining unit will work the modified schedule.
- (a) From December 25th through March 15th of each year, the regular work day shall commence at 7:00 a.m. and terminate 3:30 p.m. During this time period, employees will be entitled to a 30 minute unpaid lunch break from 12:00 noon to 12:30 p.m. Should an employee wish to take their 30 minute unpaid lunch break at an alternate time, the Highway Supervisor or his designee may authorize said request at his/her sole discretion.

- (b) From March 16th through December 24th of each year, the regular work day shall commence at 7:00 a.m. and terminate at 3:00 p.m. During this time period, employees will be entitled to a 20 minute paid break to be taken in accordance with 11.6.
- 11.6 Rest and Meal Periods. With both the standard and the modified seasonal work shifts, the lunch break should be taken at the job site or at the location as determined by the Highway Supervisor or his designee. In inclement weather and during winter operations, there is an understanding that the bargaining unit employees may take their lunch break in an area of refuge from the elements which is mutually agreeable between the Highway Supervisor and the bargaining unit employees. Additionally, there shall be two (2) ten (10) minute paid rest periods during the course of the regular work day.
- (a) During extended work or snow operations, employees will limit all breakfast and lunch breaks to forty-five (45) minutes and all dinner breaks to one (1) hour.
- 11.7 Overtime work and equalization. Time-and-one-half shall be paid for all overtime in excess of eight (8) hours in any twenty-four (24) hour period and for all overtime in excess of forty (40) straight time hours in any one week, provided that no employee shall be paid both daily and weekly premium for the same hours worked. Subject to the provisions of this Section 11.7, the Employer shall determine when and by whom overtime will be worked. Overtime will be allocated as equally as possible among employees, within a classification. The Union and Town agree that, due to various circumstances (including but not limited to extensions of work days, unforeseen delays and/or issues, production levels of crews, etc.), it may not be feasible to equalize overtime in every situation. As a result, the Director of Public Works or his/her designee will make every effort to equalize overtime opportunity over the course of the fiscal year. Management agrees to look at the overtime equalization chart on a quarterly basis and if there are any significant deviations with the equalization that they will be rectified as best as possible in the coming quarter. For purposes of overtime equalization, an employee who refuses voluntary overtime will be considered to have worked the number of overtime hours he would have worked had he not refused the overtime. An employee who accepts scheduled overtime and who is not excused by the Employer from performing assigned overtime, who fails to report for such overtime, will be subject to appropriate discipline.
- (a) Employees with lowest amount of overtime will be offered available overtime in his classification.
- (b) Overtime will be first offered to the employee with the least overtime in the classification. If any additional overtime is required, it will be offered to the employees in the classification before employees in the department are offered the overtime.
- (c) If, after completing the classification list, there is still overtime available, it will be offered to employees of the department who can do the work. After this list is

exhausted, it will be considered miscellaneous work and distributed equally among employees having the ability to perform the job.

- (d) Each overtime event shall be documented on the overtime equalization chart as soon as possible following each event to avoid confusion on future overtime events.
- 11.8 During periods that employees covered under this Agreement are engaged in snow removal activity and such activity occurs during hours other than regular hours described in Section 11.5, such employees shall be compensated at double time. In order to receive double time, employees shall have worked the preceding regular work day or have been on sick time, vacation time, or on authorized leave.
- 11.9 During winter snowplowing or sanding operations, or any other emergency situation as declared by the department head, where the public health, safety and property may be endangered, an employee may not refuse an overtime assignment or call-in unless he has a valid reason.
- 11.10 (a) An employee who, while at a location other than the Employer's premises or other work location designated by the Employer, is notified by the Employer to report for work at a time other than the employee's schedule starting time, shall be compensated at the overtime rate for a minimum of four (4) hours or for the actual number of hours worked, whichever is greater. Furthermore, no minimum overtime call-ins will overlap.
- (b) An employee who, while at a location other than the Employer's premises or other work location designated by the Employer, is notified by the Employer to report for work at a time other than the employee's schedule starting time shall report to the Employer's premises within forty-five (45) minutes of notification of his/her need to report for work. Where an employee reports to the Employer's premises within forty-five (45) minutes of notification of his/her need to report for work, the employee will be compensated from the time of notification. Where an employee reports to the Employer's premises after forty-five (45) minutes of notification of his/her need to report for work, the employee will be compensated from the time they punch in for work.
- 11.11 A member who works a full shift during a snow or severe weather emergency when Town Hall is closed for the full day shall receive one compensatory day off, to be taken as approved by the Director of Public Works.
- 11.12 Certain operations, including but not limited to sweeping, garbage pickup, preparations for special events, etc., can be more advantageous to start earlier than the regular 7:00 a.m. shift. As a result, the starting time for these operations may be adjusted to 6:00 a.m., with the shift ending one hour earlier than the regular shift ending time, by mutual agreement between the Highway Supervisor and the affected bargaining unit employees. When the Highway Supervisor schedules these operations, he/she will notify the bargaining unit

employees at least 24 hours in advance. If the Highway Supervisor cannot get the adequate manpower to work the earlier shift, these operations will start at 7:00 a.m.

- 11.13 Both parties agree that if a bargaining unit member is at the Highway Garage more than seven (7) minutes before or more than seven (7) minutes after their assigned shift, and a call is received from the Police Department, which is deemed by the Director of Public Works or his designee to require immediate attention, the Highway Supervisor will use the overtime equalization list to assign the job. When the Highway Supervisor is not available to take these calls, the Highway Foreman may be requested to assess Highway resources and respond to the situation. (Side letter 11/12/2010)

ARTICLE XII - LEAVES OF ABSENCE

- 12.1 Compassionate Leave. Up to three (3) days special leave shall be allowed for a death in the immediate family of any employee covered by this Agreement. Immediate family is defined as mother, father, child, stepmother, stepfather, stepchildren, spouse, domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, brother, sister, grandmother, grandfather or grandchild. In the event of a death in the immediate family, as defined herein, which is more than 500 miles distance, up to four (4) days special leave shall be allowed to attend the funeral. Nothing, herein, shall prevent the First Selectman, or his/her designee from granting additional days leave to an employee for the events described above.

All full-time employees shall be allowed one (1) day of funeral leave following the death of an employee's uncle, aunt, niece or nephew, provided the Employee attends the funeral service. This leave will also be allowed in the event of the death of an aunt, uncle, niece or nephew of the Employee's spouse or domestic partner. Nothing, herein, shall prevent the First Selectman or his/her designee from granting additional days leave to an employee for the events described above.

- 12.2 Personal Leave. Employees shall be allowed two (2) personal leave days per year with pay and such personal day shall be requested in advance and approved by the supervisor.
- 12.3 Military Leave. The Employer will comply with the provisions of the Uniform Services Employment and Reemployment Act. An employee who is unable to report for regularly scheduled work because the employee is required to report to active duty with the United States National Guard or a Reserve Unit of the United States Military shall, for each day of the first ten (10) work days lost because of such duty, be compensated in an amount equal to the difference between eight (8) hours pay at his straight-time rate of pay, as specified in Section 12.5 of this Agreement and the amount earned for military service not including travel, sustenance and quarters allowance.

To receive payment, an employee must present proof that he attended Reserve Armed Forces or National Guard military training and the amount paid therefore.

- 12.4 Court Leave. An employee who has completed his probationary period and who is required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service, up to a maximum of twenty (20) working days. For each hour of leave taken, the employee will be compensated by the Employer in an amount equal to his straight-time rate of pay, as specified in Section 12.5 of this Agreement, less the amount received by the employee from the government. An employee who reports for such service and is excused therefrom shall immediately contact his immediate supervisor and report for work, if requested. In order to be paid by the Employer for such leave, the employee must submit to the Employer written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation of said service. The Town shall have the discretion to authorize additional leave in appropriate circumstances.
- 12.5 Rate of Pay. Except as otherwise noted in this Article XII, for any paid leave taken under this Article XII, an employee will be compensated at his straight-time rate of pay for his job classification at the time the leave is taken.
- 12.6 Union Training Courses. Leave of absence with pay must be granted for duly authorized members of the Union who have been selected by the members of the Local to attend training sessions held by the International Union. Such leaves of absence may be granted to no more than two (2) employees per year for a maximum of two (2) working days per year per employee. All such leaves shall be requested from the Highway Supervisor or the Director of Public Works fifteen (15) days in advance of the leave and shall be approved or denied by the Highway Supervisor or the Director of Public Works within two (2) days after the request is made. No such request shall be denied without a good and sufficient reason, and the Highway Supervisor or the Director of Public Works shall make reasonable efforts to adjust the operations of the department to accommodate such requests. It is recognized that any employee who is granted such leave will, during the period of leave, be acting in his capacity as a representative of the Union and not as an employee of the Town, and it is therefore agreed that during the period of such leave the Employer shall have no greater obligation to such employee than it would have to an employee absent from duty on authorized leave without pay.

ARTICLE XIII - SENIORITY

13.1 Definitions.

- (a) Seniority. Seniority shall mean an employee's length of continuous service with the employer, within the bargaining unit, measured in calendar days from the first day the employee actually worked for the Employer on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose name appears earlier on the Employer's alphabetical listing of employees shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Section 13.2 of this Agreement, at which time

the employee shall possess seniority as defined in this Section 13.1. Seniority shall be applicable only as expressly provided in this Agreement.

- (b) Seniority pool. All employees on the same shift holding the same job classification in the same department shall constitute a seniority pool.

13.2 Definition of probationary employee.

- (a) An employee shall be considered a probationary employee for the first six (6) months of his employment and thereafter his seniority shall be from his most recent date of hire. In the case of probationary employees, there shall be no seniority status nor responsibility on the part of the employer for continuous employment nor for re-employment if terminated before the completion of their continuous probationary period. It is understood and agreed that during such probationary period, termination or discipline shall be at the sole discretion of the employer, and such matters shall not be subject to the grievance procedure. The probationary time limit may be extended by mutual agreement between the parties.
- (b) If the employee fails to obtain and/or maintain licensure required for his job classification during the probationary period, the employee may be discharged without recourse to the grievance procedure. The probationary period may be extended for a period of up to six (6) months for the purpose of obtaining licensure.

13.3 Layoff.

- (a) Determination of layoffs. The Employer will determine the timing of layoffs, the number of employees to be laid off, and in which seniority pool layoffs will be effected.
- (b) Bumping. An employee laid off pursuant to paragraph (a) of this section may bump the employee with the least seniority in a seniority pool, if the bumping employee has more seniority than the employee he will bump, and is qualified as determined by the Employer to perform the functions of an employee in such seniority pool, immediately, without training or break in service.
- (c) Recall. If the Employer determines to fill a vacancy in the seniority pool from which employees are laid off, such employees shall be recalled in the reverse order of layoff, provided that the employee is qualified in the judgment of the Employer. The Employer will forward notice of recall by certified mail to the last known address of the employee reflected on the Employer's records. The employee must, within three (3) calendar days of delivery, notify the Employer of his intent to return to work on the day specified for recall and, thereafter, return to work on such date, unless prevented from retuning because of personal illness or other reason satisfactory to the Employer.

13.4 Filling of vacancies.

- (a) All job openings which the town intends to fill shall be posted for a period of five (5) working days within the bargaining unit areas prior to the issuance of any public notice of said vacancy.
- (b)
 - (1) From among employees qualified for a posted job, the Town will award the position to the most qualified applicant; provided that, if, because two (2) or more applicants are equally qualified, application of such standard results in a choice of more than one (1) applicant who might be awarded the job, the Town will award the job to the senior bargaining unit employee.
 - (2) An employee, who after obtaining a promotion within the Department of Public Works, decides that he/she desires to return to their prior job classification may do so in writing to the Director of Public Works within 90 days from the start date in the higher job classification. Furthermore, it is agreed that the probationary period for any employee promoted shall be 90 days as well. In the event of unsatisfactory performance, as determined by the Town, the promoted employee will return to their former position and pay grade.

13.5 Termination of seniority. An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- (a) discharge, quit, retirement or resignation;
- (b) failure to give notice of intent to return to work after recall within the time period specified in Section 13.3 of this Agreement, or failure to return to work on the date specified for recall as set forth in the written notice of recall;
- (c) except for layoff, time lapse of thirty-six (36) months or for a period equal to the employee's seniority, whichever is less, since the last day of work for the Employer;
- (d) failure to return to work upon expiration of a leave of absence;
- (e) layoff for a period of thirty-six (36) months or for a period equal to the employee's seniority, whichever is less.
- (f) The time limits contained herein shall be extended if the employee is prevented from returning to work because of personal illness or other reason satisfactory to the Employer.

ARTICLE XIV - MAINTENANCE OF OPERATOR'S LICENSE/ENDORSEMENTS

- 14.1 In all grades requiring an operator's license and/or a CDL, the license maintained must be a valid license of a type required by the job description. If an operator's license and/or

CDL is suspended, the employee may be reduced in grade and compensated at the rate established for the next lower grade at the same step for which he is qualified for the period of time during which his operator's license and/or CDL is under suspension. If there is no lower classification or if the Town determines, after discussion with the Union, that there is no work available in a lower classification, the employee may be terminated without recourse to the layoff and recall provisions of Article XIII of this Agreement. Any grievance shall be limited to a determination of whether the individual has a valid Operator's License and/or CDL License, as required for the position.

- 14.2 Bargaining unit employees must maintain the licenses and endorsements set forth in Schedule B.
- 14.3 During the duration of this contract, if any additional endorsements become required, it is agreed to open discussion concerning that issue only.
- 14.4 The Employer will allow and encourage any employee who wishes to obtain CDL certification, or upgrade and existing CDL certification, to train on Employer equipment in accordance with past practice.
- 14.5 For the purposes of CDL physicals, bargaining unit members may choose to go to either the Town's occupational health care provider, or to the member's own physician, for which the Town will bear the expense up to a maximum of \$200.00. Where the member goes to their own physician, the member must submit sufficient evidence that said physician is a properly certified medical examiner for purposes of performing CDL physicals and that the member successfully passed the CDL physical. Until such documentation is provided by the member, the Town will not process the employee's reimbursement for the relevant physical.
- 14.6 The Town will provide the time and resources for employees undertaking the work described in Section 15.3 concerning field maintenance and those that possess related licenses to maintain necessary pesticide licenses.

ARTICLE XV - RATES OF PAY

- 15.1 A wage schedule setting forth the rates of pay of the various classifications shall be attached hereto and made a part of this Agreement. The wage schedule shall be known as "Schedule A".

For purposes of recruitment, an external hire can be placed on an initial step other than "Year One" on the Wage Scale as set forth in Appendix A, if, in the sole discretion of the Director of Public Works and Director of Administrative Services, deviation is warranted based on the specific qualifications, skills and experience of the new hire.

Grade 3 employees assigned to and operating the sweeper shall receive an additional \$1.50 per hour. Grade 4 employees or above will not receive any additional pay for operating the sweeper. Any part of a day assigned to a sweeper will be paid for a full day. The

Highway Supervisor will utilize a voluntarily sign-up sheet for bargaining unit members to sign up for the sweeper assignment. If fewer than six (6) bargaining unit members sign up, assignment to the sweeper shall be made by the Director of Public Works or his/her designee.

- 15.2 Except as otherwise specified in this agreement, an employee shall be paid the straight time rate of pay for his designated job classification for all time for which the employee is entitled to compensation pursuant to a provision of this article. When a qualified employee is assigned to a job classification paying a higher rate than their regular job classification for more than one day, they shall receive the higher rate for the entire time that he/she worked in the higher classification. An employee temporarily assigned to a job classification with a lower rate of pay shall receive his/her regular rate of pay. The job classifications are set forth in Schedule B hereto and the hourly rates specified for those job classifications are set forth in Schedule A.
- 15.3 Employees who move to another job classification, as set forth in Section 13.4, shall be placed on the applicable wage scale based on their initial job classification date for the purpose of determining their straight time rate of pay in their newly designated job classification.
- 15.4 There may be times that the Highway Supervisor needs to assign one of the Grade 1-4 employees to help in the fleet maintenance operations when one or more of the mechanics is unavailable for a period of time for various reasons. The Highway Supervisor reserves the right to assign the Grade 1-4 employee to this work based on their mechanical expertise. The Union may not grieve in any way the selection of which employee is assigned. (Side letter 05/17/2010)

ARTICLE XVI - SICK LEAVE

- 16.1 Employees shall receive sick leave at the rate of one and one-quarter (1 and 1/4) working days per month (15 work days per year) to a maximum accumulation of one hundred sixty-five (165) days.
- (a) Employees using sick time shall notify their supervisor prior to or within fifteen (15) minutes after their normal starting time on the first and any subsequent days of absence or at time of leaving, if at work, stating the nature of their sickness. The requirement to call in each day of absence may be waived if a doctor has been consulted and a note provided stating when the employee is able to return to work.
- 16.2 Employees who have accrued one hundred sixty-five (165) days of sick leave on July 1st of a fiscal year who, during the course of the fiscal year use: 1) zero (0) days of sick leave shall be eligible for three (3) personal days; 2) one (1) to five (5) days of sick leave shall be eligible for two (2) personal days; and 3) more than five (5) but not more than ten (10) days of sick leave shall be eligible for one (1) personal day. Said personal days must be used by June 30 of the following fiscal year. Eligible employees will not be able to carry

over said personal days from year to year. Employees must work a minimum weekly work schedule of forty (40) hours during the fiscal year.

- 16.3 Upon retirement or death, employees or their estates will receive payment for all sick leave days accrued and not used up to a maximum of eighty (80) days. Payment for up to sixty (60) days of accrued, unused sick leave shall be included in the computation of the employee's final average earnings for the purpose of pension benefits in accordance with the pension agreement. For purposes of this provision, "retirement" shall mean that the employee retires under the Town's Defined Benefit Pension Plan at either (a) Normal Retirement and has at least ten (10) years of service; (b) Early Retirement; or (c) Disability Retirement and immediately begins receiving their pension.

For purposes of this provision, "retirement" shall mean that employees covered under the Town's Defined Contribution Plan must be at least 62 years of age with at least fifteen (15) years of service, separates employment, and files paperwork for distribution in accordance with the Town's Defined Contribution Adoption Agreement for 401(a) Defined Contribution Plan.

- 16.4 Whenever an employee has been on sick leave for five (5) or more consecutive working days, the employee shall submit a certificate signed by a physician verifying the need for sick leave and a statement that the employee is fit to resume work. A physician's certificate shall also be required to substantiate:
- (a) Use of sick leave during vacation and/or before or after a holiday;
 - (b) Sick leave of any duration if absence occurs frequently or in a pattern and the employee has been notified by his/her supervisor that a certificate will be required.
- 16.5 Said medical certificate from a licensed physician shall state the nature of the illness or injury and shall contain a statement that in the opinion of said physician the employee is capable of returning to work.
- 16.6 Failure to provide a medical certificate, if required by the Town, shall result in the employee not being paid for said sick leave occurrence. In addition, should the Town request a medical certificate and the same is not provided by the employee, the Town may take further disciplinary action.

ARTICLE XVII - ALLOWANCES

- 17.1 Effective 7/1/14 each employee covered by this Agreement who has completed three (3) full years of full-time employment with the Town as of June 30th of the current fiscal year shall, commencing on the fourth year of such persons employment, receive fifty dollars (\$50) for each full year of full-time employment payable in one lump sum and to be distributed on or before July 31st.

Each employee covered by this Agreement who has completed ten (10) full years of full-time employment with the Town as of June 30th of the current fiscal year, shall commencing the eleventh (11th) year of such person's employment, receive an additional \$10.00 per year added to their longevity pay.

- 17.2 (a) Employees shall receive a clothing allowance in the amount of five hundred dollars (\$500.00) to be paid in one lump sum payment by the second pay period in July of each contract year. The clothing allowance shall be prorated for new hires as follows:

<u>Start Date</u>	<u>Clothing Allowance % Paid</u>
July 1 – December 31	100%
January 1 – March 31	75%
April 1 – June 30	50%

- (b) The Employer will provide four pairs of coveralls to assistant mechanics, mechanics and master mechanics each year.

- 17.3 Meal allowances. The Employer will continue its current practice of paying meal allowances.

- 17.4 (a) Effective May, 2006 and annually thereafter on a rotating basis, one half (1/2) of the employees in the bargaining unit will be afforded the opportunity to attend the CASHO (Connecticut Association of Street and Highway Officials) show at the expense of the Town. The Highway Supervisor shall determine the rotation.
- (b) Effective 07/01/2014, both parties agree that the Director of Public Works, or his/her designee, has the full discretion to determine if bargaining unit employees will take home a Town vehicle on a regular basis. The decision of the Director of Public Works, or his/her designee, will be based solely on the needs of the Department. This clause will supersede any prior side letters between the Town and the Union regarding this subject.

ARTICLE XVIII - INSURANCE

- 18.1 (a) The Town shall provide eligible employees, who regularly work thirty (30) or more hours per week, and their eligible dependents, group health, hospitalization and dental insurance. The Town reserves the right to change or provide alternate insurance carriers, benefit plans or contractual agreements. The Town will not be responsible for changes unilaterally imposed by an insurance provider so long as the Town uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.
- (b) High Deductible Health Plan (HDHP). Effective July 1, 2013, the Town shall provide a HDHP to eligible employees. For those eligible employees hired after July 1, 2013, the HDHP shall be the only health plan available. All eligible

employees hired prior to July 1, 2013, shall have the option of selecting the HDHP during the open enrollment period or upon a qualifying event.

Effective July 1, 2013, enrollees in the High Deductible Health Plan (HDHP) shall have a Health Savings Account (HSA) to offset the deductible expenses. The Town's contribution toward the deductible shall be deposited in the HSA on or about July 1st in each contract year. For new employees enrolling in the HDHP during the plan year, July 1, the Town will fund its share of the HSA contribution as follows:

<u>Start Date</u>	<u>HSA Contribution</u>
July 1 - December 31	100% of the Town's share (50% of the deductible)
January 1 - March 31	75% of the Town's share (50% of the deductible)
April 1 - May 31	50% of the Town's share (50% of the deductible)

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction, or contributed directly by the employee in his/her HSA.

The High Deductible Health Plan shall have a \$2,000 single and \$4,000 two person/family deductible for combined in-network and out-of-network services. Prescription drugs are covered as part of the program and are subject to the deductible.

The Town shall fund the deductible as follows:

- July 1, 2022 through June 30, 2023 - fifty percent (50%)
- July 1, 2023 through June 30, 2024 - fifty percent (50%)
- July 1, 2024 through June 30, 2025 - fifty percent (50%)

A Health Savings Account (HSA) is not health insurance, it is a bank account. The parties acknowledge that the Town's contribution towards funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The institution selected for deposit of HSA funds shall be at the sole discretion of the Town.

- 18.2 Each employee agrees to pay the following percent for individual, two person, or family coverage:

PPO PLAN:

- July 1, 2022 through June 30, 2023 - nineteen percent (19%)
- July 1, 2023 through June 30, 2024 - nineteen percent (19%)
- July 1, 2024 through June 30, 2025 - nineteen and one-half percent (19.5%)

HDHP PLAN:

- July 1, 2022 through June 30, 2023 - seventeen percent (17%)
- July 1, 2023 through June 30, 2024 - seventeen percent (17%)
- July 1, 2024 through June 30, 2025 - seventeen and one-half percent (17.5%)

The rates shall be determined by the insurance carrier or administrator for all health insurance benefits. The cost share shall be deducted from employees' wages on a monthly basis.

- 18.3 The employee may elect to waive all group health insurance benefits and, in lieu thereof, be remunerated in the amount of not less than \$2,000 per annum. The employee is not eligible for the waiver payment if covered under a Town of Stonington/BOE sponsored health insurance plan. The Town shall require written proof of alternate coverage by the employee and/or family as a precondition to the election of this option. Such remuneration shall be paid retroactively to the employee on a pro rata basis for (4) times per year. Payment is paid the first payroll in October, the first payroll in January, the first payroll in April and the last payroll in June before the end of the fiscal year. Employees electing this option shall be able to change their options on July 1st, for any reason, and not more than one time during each fiscal year, if there has been a significant change in the employee's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option. A request for change must be presented in writing to the First Selectman at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, which may be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.
- 18.4 A full-time employee, who retires at normal and/or disability retirement under the Town of Stonington Pension Plan, shall be eligible to continue on the Town's medical insurance at the Town's group rates, at the retiree's sole expense, beyond the period provided under COBRA, to the extent permitted by law. The retiree may not opt for continuation post COBRA if eligible for alternate medical insurance through the spouse or other employer. The retiree must make the election to continue insurance at the time of retirement. Late election is prohibited. The retiree may continue said insurance until age 65 and/or Medicare eligible, whichever is earlier. The nature and scope of insurance coverage, including but not limited to deductibles, co-insurance, co-pays and/or limits, shall be those in effect for active bargaining unit members, as that coverage, including but not limited to deductibles, co-insurance, co-pays and/or limits, may change from time to time.

This provision shall not be read to restrict an employee who separates from employment prior to normal retirement from obtaining medical coverage at the former employee's option and expense, pursuant to federal law (COBRA). There shall be no expense to the Town as a result of this provision.

- 18.5 The Employer offers a pre-tax contribution option for employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions towards premiums for medical insurance, dental insurance and out-of-pocket medical expenses or dependent care expenses on a pre-tax, rather than an after-tax basis, to the extent law allows.

- 18.6 Alternative Plan. As an option, the Employer may, subject to Union approval, offer an Alternative Plan with an employee contribution rate established at five percent (5%) less the contribution rate for the preferred plan.
- 18.7 The Employer shall provide a policy of life insurance on each employee with a death benefit as follows: \$75,000.00 effective as soon as practicable upon signing of this Agreement and notice to the insurance carrier. The premium for said coverage shall be paid 100% by the Employer.
- 18.8 Effective July 1, 2022, when an employee is injured within the scope of his/her employment and unable to work as a result of said injury, the Employer will pay the difference between the weekly Workers' Compensation rate the employee is receiving and the employee's regular weekly rate of pay, until the earlier of the employee reaching maximum medical improvement or one (1) year.

The Director of Administrative Services and Director of Public Works may extend the period of compensation for an additional period of up to one (1) year.

ARTICLE XIX - PENSION

- 19.1 Eligible employees shall be covered under the Town of Stonington Retirement Plan in accordance with its terms and procedures.

Effective 01/01/2014, all eligible new hires will participate in the Town of Stonington 401(a) Plan. The terms of the plan shall be determined by the Town.

ARTICLE XX - MISCELLANEOUS PROVISIONS

- 20.1 Employee Rights. Employees covered under this Agreement shall have and shall be free from coercion, reprisal and constraint in the exercise of the right of self-organization to form, join or assist their designated employee organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment and to engage in other legitimate and vested activities as may be provided under the municipal employee relations act for the purpose of maintaining job security, moral and a work environment conducive to progressive self-betterment.
- 20.2 Headings. The paragraph captions used in this Agreement are included solely for convenience and shall not affect or be used in conjunction with the interpretation of this Agreement.
- 20.3 Stability of Agreement. No agreement, understanding, alteration or variation of this Agreement's terms and provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
- 20.4 Separability. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be

in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

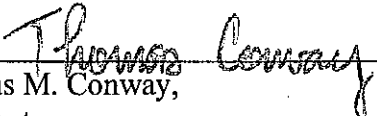
- 20.5 Effect of Prior Discipline. Where the employer is considering disciplining any employee, the employer may not consider any discipline of the employee that occurred more than three (3) years prior provided that no further disciplinary action was recorded during the relevant years. This prohibition shall not include prior discipline for workplace violence.

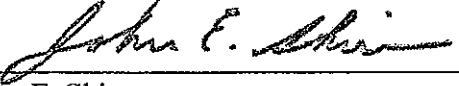
ARTICLE XXI - DURATION

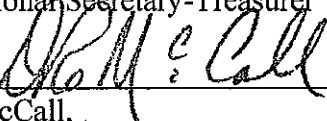
- 21.1 This Agreement shall become effective on the 1st day of July 2022 and shall remain in full force and effect to and including the 30th day of June 2025, and shall continue in full force and effect from year to year thereafter until either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing not less than one hundred twenty (120) days prior to the expiration date of this Agreement, or not less than one hundred twenty (120) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence.

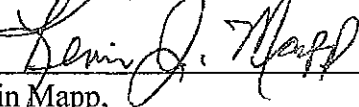
IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures as of this ___ day of October, 2022.

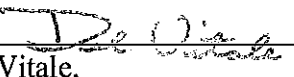
UNITED STEELWORKERS,
AFL-CIO-CLC


Thomas M. Conway,
President



John E. Shinn,
International Secretary-Treasurer


D. R. McCall,
Vice President, Administration


Kevin Mapp,
Vice President, Human Affairs

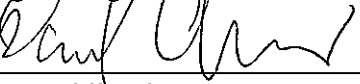

Del Vitale,
Director, District 4


Abdellatif El Berchoui
Staff Representative

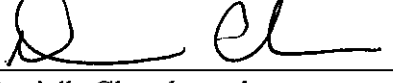

Paul Thomas
Unit President, LU 9411-04


Mike Bessette
Negotiating Committee


Nate Miceli
Negotiating Committee


Danny Oliverio
Negotiating Committee

FOR THE COMPANY
Town of Stonington (Highway)


Danielle Chesebrough
First Selectman

APPENDIX A - AUTHORIZATION FOR UNION DUES DEDUCTION

I, _____, hereby agree to have the following dues, determined by the Union, deducted from my paycheck on a monthly basis.

_____ UNION DUES

Deductions are to start the first paycheck of _____.

Employee

APPENDIX A - AUTHORIZATION FOR UNION DUES DEDUCTION

I, _____, hereby agree to have the following dues, determined by the Union, deducted from my paycheck on a monthly basis.

_____ UNION DUES

Deductions are to start the first paycheck of _____.

Employee

SCHEDULE A - WAGES*

2022-2023

3.00% GWI (retro to July 1, 2022)

PAY GRADE	JOB TITLE	YEAR ONE	AFTER YEAR ONE	AFTER YEAR TWO	AFTER YEAR THREE
1	Laborer	23.26	24.59	25.94	27.24
2	Truck Driver/Small	25.24	26.67	28.09	29.48
3	Truck Driver/ Large & Small	26.29	27.79	29.30	30.81
4	Equipment Operator	28.94	30.62	32.23	33.95
5	Assistant Mechanic	30.60	32.34	34.10	35.87
6		31.49	33.29	35.10	36.93
6A	Senior Equipment Operator Grounds Leader Mechanic	32.86	34.61	36.39	38.14
7	Master Mechanic	35.83	37.79	39.73	41.64
8	Foreman	36.21	38.18	40.12	42.04

2023-2024

2.80% GWI

PAY GRADE	JOB TITLE	YEAR ONE	AFTER YEAR ONE	AFTER YEAR TWO	AFTER YEAR THREE
1	Laborer	23.91	25.27	26.66	28.01
2	Truck Driver/Small	25.94	27.41	28.87	30.30
3	Truck Driver/ Large & Small	27.35	28.90	30.45	32.00
4	Equipment Operator	29.75	31.48	33.13	34.90
5	Assistant Mechanic	31.46	33.25	35.06	36.88
6		32.37	34.22	36.09	37.96
6A	Senior Equipment Operator Grounds Leader Mechanic	33.78	35.58	37.41	39.21
7	Master Mechanic	36.84	38.85	40.84	42.81
8	Foreman	37.23	39.25	41.24	43.22

2024-2025**2.80% GWI**

PAY GRADE	JOB TITLE	YEAR ONE	AFTER YEAR ONE	AFTER YEAR TWO	AFTER YEAR THREE
1	Laborer	24.58	25.98	27.41	28.79
2	Truck Driver/Small	26.67	28.18	29.68	31.15
3	Truck Driver/ Large & Small	28.12	29.71	31.31	32.89
4	Equipment Operator	30.59	32.36	34.06	35.88
5	Assistant Mechanic	32.34	34.18	36.04	37.91
6		33.28	35.18	37.10	39.02
6A	Senior Equipment Operator Grounds Leader Mechanic	34.72	36.57	38.46	40.31
7	Master Mechanic	37.87	39.94	41.98	44.01
8	Foreman	38.27	40.35	42.40	44.43

*Verified by Finance Director

SCHEDULE B - LICENSES AND ENDORSEMENTS

SCHEDULE C - JOB DESCRIPTIONS