

THE TOWN OF WINCHESTER

-and-

AMERICAN FEDERATION OF STATE COUNTY MUNICIPAL EMPLOYEES
AFL-CIO

LOCAL 1303-44
WINCHESTER PUBLIC WORKS EMPLOYEES UNIT

Expires June 30, 2026

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AGREEMENT
between
THE TOWN OF WINCHESTER
and
AMERICAN FEDERATION OF STATE COUNTY MUNICIPAL
EMPLOYEES LOCAL 1303-44
WINCHESTER PUBLIC WORKS EMPLOYEES UNIT

Section 0.0

This Agreement, entered into between the Town of (Winsted) Winchester, hereinafter referred to as the Town of Winchester Public Works or the "Town", and the American Federation of State County and Municipal Employees Local 1303-44, Winchester Public Works Employees Unit hereinafter referred to as the Union.

PREAMBLE

Section 0.1

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

ARTICLE I
RECOGNITION

Section 1.1

The Town recognizes the Union as the sole and exclusive bargaining agent for all of the Public Works Employees of the Town, excluding supervisors, clerical, technical, part-time, and seasonal employees.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.1

Except as otherwise abridged or modified by any provision of this Agreement, it is the right of the Town, acting through its departments and agencies, to determine the standards of services to be offered by its departments and agencies; to determine the standards of selection for employment; to direct its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operation; to determine the methods, means, and personnel by which the Town's operations are to be conducted; to determine the content of job classifications or descriptions; to exercise complete control over its organization and the technology of performing its work; and to fulfill all of its legal obligations. The above rights, responsibilities, and prerogatives are inherent in the Board of Selectpersons and the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this agreement.

Section 2.2

As a result of the Town contracting out any of its work or services, no bargaining unit employees shall be transferred, assigned or demoted, have their workweek reduced, be laid-off or suffer loss in salary. While bargaining unit employees are on layoff, the Town shall not subcontract any work or services normally performed by members of the bargaining unit.

ARTICLE III

UNION SECURITY AND DEDUCTIONS

Section 3.1

The Town shall deduct on a bi-weekly basis, that period's Union dues or other voluntary fees in such amount as determined by the Union from the earned wages of each employee who authorize such deductions from their wages in writing. The Union agrees to indemnify and hold the Town harmless for any loss or damages arising from the operation of this section.

Section 3.2

All collective bargaining for employees included in the bargaining unit with respect to wages, hours, working conditions and other conditions of employment, shall be conducted by authorized representatives of the Union and authorized representatives of the Town.

Section 3.3

This Agreement shall affect only regular, full-time employees of the Town. The Town and the Union agree that day-to-day employees shall not be hired; however, part-time and seasonal employees may be used by the Town.

Section 3.4

The Town shall furnish each employee in the bargaining unit a copy of this Agreement and shall also furnish each new employee a copy of this Agreement at the time of hire. The Town shall furnish the Union three (3) signed copies of this Agreement on the date of the signing of the Agreement. In addition, the Town agrees to email Council 4 a workable "word" version of the contract at the completion of each negotiation cycle or upon Council 4's request.

Section 3.5

Except for collective bargaining sessions, safety meetings and meetings with the Town as set forth in the Grievance Procedure, all other union meetings shall occur outside of normal work hours.

Section 3.6

Upon giving to the Town Manager or his designee prior notice, a duly authorized representative of the Union shall have access to the Union President during normal business hours to drop off and/or pick-up documents. However, such visit shall not interfere with the Town's operations and a request shall not be unreasonably denied.

ARTICLE IV **WORKING RULES AND UNION-MANAGEMENT MEETINGS**

Section 4.1

1. The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.
2. The Union and Town shall meet monthly for union-management meetings. The meeting shall be between the Union President, plus a Union Member and the Director of Public Works, plus a supervisor. The purpose of said committee is to address mutual concerns aimed at improving the overall efficiency, morale and common problems of the Department in the delivery of services to the public.

Section 4.2

All copies of working rules and directives of the Town affecting working conditions of the employees of the Public Works Department shall be provided to the Union by the Town.

ARTICLE V **NO STRIKE -NO LOCKOUT PROVISION**

Section 5.1

The Town agrees that there will be no lockout of any employee(s) at any time. The Union

agrees that it and/or its members will not call or support any strike, work stoppage or work slowdowns against the Town at any time.

ARTICLE VI **SAFETY AND HEALTH**

Section 6.1

Both parties to this Agreement shall mutually endeavor to cooperate in the enforcement of safety rules and regulations. Employees failing to abide by OSHA regulations when directed shall be subject to disciplinary action, up to and including termination.

Section 6.2

There shall be a Safety Committee consisting of the Director of Public Works plus an additional management representative as determined by management and two (2) employees chosen by the Union. Meetings shall be quarterly for the purpose of making safety recommendations which shall be submitted to the Town Manager for consideration.

Section 6.3

The Town shall provide the following protective clothing: rubbers, boots, rain gear, lined winter gloves, and rubber gloves, at no cost to the employee. Same shall be replaced as needed as determined by the Director of Public Works. Additionally, the Town shall reimburse mechanics for the cost of personal tools used to perform Town work and damaged while, and as a direct result of, working on Town equipment if a receipt is submitted to the Town Manager or his/her designee. The maximum annual reimbursement for the bargaining unit shall be \$750.00. During the month of July the Town shall provide a uniform and shoe allowance of \$360.00 payable to each employee with the exception of the mechanics who will receive \$600.00.

Employees in the Water and Sewer department will not be entitled to the amounts above as long as the Town continues to provide a Uniform and laundering service.

Section 6.4

Upon leaving the service of the Town, the employee shall be responsible for returning all equipment, uniforms and protective clothing.

ARTICLE VII **SENIORITY AND LAYOFFS**

Section 7.1

Seniority, according to this Agreement, shall consist of the accumulated, continuous paid service of the employee with the Town as a member of the bargaining unit. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary layoff

for a period of less than eighteen (18) months. A seniority list shall be prepared annually on April 1st, and a copy will be furnished to the Union and posted in a conspicuous place. A copy of the seniority list shall be sent by mail to the Secretary of the Union.

Section 7.2

Seniority will not be used for the distribution of overtime.

Section 7.3

No new employee shall acquire seniority until after one hundred eighty (180) calendar days of continuous service. After one hundred eighty (180) calendar days of continuous service, his/her seniority shall date back to his/her date of hire.

Days lost from work for any reason beyond five (5) workdays during the probationary period shall not be counted a workdays for purposes of computing the probationary period.

Section 7.4

An employee shall lose seniority

- If he/she retires.
- If he/she quits voluntarily.
- If he/she is terminated for just cause.
- If he/she is absent except in case of layoff, for three (3) consecutive working days without notifying the Town, unless he/she furnishes to the Town Manager an acceptable reason for failure to report to work and the Town Manager shall determine whether such reason is acceptable.
- If laid off in excess of eighteen (18) months.
- If he/she fails to return from layoff
- If he/she fails to return from an approved leave of absence unless said leave is otherwise extended by the Town Manager.
- If he/she is out of work in excess twelve (12) as set forth in Article XIV, Section 14.5.

An employee whose seniority is lost for any of the reasons outlined in this paragraph shall be considered a new employee if (s)he is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

Section 7.5

When it becomes necessary to reduce the work force, layoffs shall be initiated first in the job classification and department being effected. An employee may displace the least senior employee in the same department in a lateral or lower classification providing that he/she is qualified to perform the work available. If no such classification is available, the employee may displace the least senior employee in the bargaining unit in either a lateral or next lower paying classification providing he/she is qualified to perform the work available. Probationary or part-time employees shall not be retained if bargaining unit employees are removed from the payroll as a result of layoff.

Section 7.6

Recall shall be conducted in the reverse order of layoffs.

ARTICLE VIII DISCIPLINE AND DISCHARGE

Section 8.1

No employee will be disciplined or discharged without just cause. The Town agrees that it will act in good faith in the discipline or dismissal of any employee. In any hearing involving discipline or discharge, an employee, if he wishes, may be represented by Union officials or representatives.

Section 8.2

The Town will immediately notify the Union in writing of any dismissal and the reason for said dismissal, except as to the discharge of new probationary employees (employees having worked for the Town less than the probationary period set forth in Article VII, Section 7.3). Probationary employees may grieve questions of discipline and discharge through the Town Manager level of Article X, but shall not be eligible to access the arbitration provisions at 10.3

ARTICLE IX PROMOTIONS AND NEW POSITIONS

Section 9.1

When openings are created, the Town shall post the position for one (1) week, and each employee who is interested will have the opportunity to apply for said opening, providing he is qualified by skill, ability, interview and/or testing for the position, evaluations and employment history, as determined by the Town. Preference will be given first to employees in the bargaining unit if determined to be qualified by the Town. When two (2) or more employees, whose qualifications are substantially equal, apply for the same opening, seniority will be the decisive factor.

Section 9.2

If the senior qualified employee, as determined by the Town, is not promoted under the rules outlined above, consideration shall then be given to the next senior qualified employee in the bargaining unit.

The purpose of seniority is to provide a declared policy of right or preference as to layoff or transfers. Promotions will be based on merit and seniority will be considered as a deciding factor when candidates for the same promotion shall rank equally after completion of a merit based promotional system.

ARTICLE X

GRIEVANCE PROCEDURE

Section 10.1

Whenever the Union or any employee shall have a grievance relating to a violation of a specific provision of this Agreement the grievance shall be discussed with a Union steward and the employee's immediate supervisor. The Union or the employee must file the grievance within ten (10) working days from the date that the Union or the employee knew or should have known the facts that are the basis for the grievance.

Section 10.2

The grievance must be stated in writing, and submitted to the Director of Public Works. If the Director of Public Works does not make a decision or if the grievant is not satisfied with the decision of the Director of Public Works, then within five (5) days, the written grievance may be forwarded to the Town Manager. The Town Manager shall provide for a hearing within ten (10) working days from the receipt of such a request for the purpose of adjusting such a grievance. The Town Manager shall render a decision within four (4) working days following the conclusion of that hearing.

Section 10.3

If such a grievance is not resolved to the satisfaction of the Union and the Town, either the Town or the Union may submit the dispute to the Connecticut State Board of Mediation and Arbitration. The cost of such arbitration shall be shared equally by both parties. If not submitted for arbitration within thirty (30) working days from the date that the Union receives the Town Manager's decision, said decision shall be final and binding. The arbitrator will be selected "in accordance with the rules and regulations of said Board of Mediation and Arbitration."

Arbitration shall be confined, in the decision to be rendered, to the interpretation and/or the application of the particular provisions of the Agreement which gave rise to the grievance or grievances. The arbitrator shall have no power to add to or subtract from, or to modify the Agreement or any of its terms or to establish or change any rates of pay or wages as said rates of pay or wages are set forth in Article XVII of this Agreement.

Section 10.4

Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself. However, only the Union can process a grievance to arbitration.

Section 10.5

Time limits provided for herein may be extended by mutual agreement of the parties concerned in writing. Only the Union may submit a grievance to arbitration.

ARTICLE XI **HOURS OF WORK**

Section 11.1

The basic work day shall be eight (8) hours per day, from 7:00 A.M. to 3:30 P.M., with a thirty (30) minute lunch period. The basic work week shall be forty (40) hours, Monday through Friday.

Section 11.2

Time and one-half (1 1/2) shall be paid after forty (40) hours worked in one (1) week and all work performed on Saturday as such; sick time is not included in the calculation of forty (40) hours worked in a workweek.

Section 11.3

Double (2) time shall be paid for all hours worked on Sundays. Time and one-half (1-1/2) shall be paid for all hours worked on holidays in addition to eight (8) hours straight time pay for the holidays.

Section 11.4

Employees shall be entitled to one (1) fifteen (15) minute break, generally taken at 9:00 A.M. and is to be on a "take-out" basis. During normal daily operations this may be modified at the discretion of the Director of Public Works. The employee must immediately start working at the end of the fifteen (15) minute break.

Section 11.5

Overtime work will be distributed equally among employees in the same classification in the bargaining unit when possible. When the Department Head determines that overtime work is necessary and an employee declines or is not available for such assignment, except because of vacation or sick leave, the work hours that they would have worked will be recorded on the overtime chart as if they had worked such hours, and the Town shall not pay for such recorded hours. The overtime chart shall be posted and maintained by the Town. The chart shall be brought up to date each pay period. Any employee who is absent from duty for any period of time for any reason on Friday, and further provided that emergency call-in overtime work shall be required on the following Saturday or Sunday, shall not be considered available for work unless the employee's classification has been exhausted. Prior to going on vacation, employees will inform management of their availability for emergency overtime during the vacation.

In lieu of grievance, violations of the equalization clause shall be remedied by affording the aggrieved employee preference for available overtime if qualified until the cited overtime inequity is corrected.

Section 11.6

For the purpose of overtime equalization, two (2) overtime charts will be utilized, November 1 thru April 30 and May 1 thru October 31. The list shall be maintained by divisions.

Section 11.7

Scheduled overtime hours within the Sewer Plant shall be charged in accordance with Section 11.5.

Section 11.8

Overtime work will be offered to all employees, in the bargaining unit in the same classification before anyone outside the bargaining unit may perform this work.

Section 11.9

Any employee called back to work outside of his basic work schedule shall be paid for hours worked at a rate of time and one-half (1-1/2) of his normal rate for a minimum of three (3) hours, commencing with the time of call, provided that he reports for work within thirty (30) minutes of such time of call, otherwise commencing with the time of reporting for work. The procedure will be to phone four (4) rings. An answering machine message will not be considered as an answer. The phone is required to be answered or the employee is not available.

Section 11.10

Any employee(s) who works overtime hours on paving operations scheduled by the Supervisor at the beginning of a normally scheduled work day (comes in early) will be paid the appropriate overtime rate for overtime hours as follows:

If early reporting 1 hour before normal 7:00 A.M. starting time -
1 hour pay at appropriate O.T. rate.

If early reporting 2 hours before normal 7:00 A.M. starting time -
2 hours pay at appropriate O.T. rate.

If early reporting 3 hours before normal 7:00 A.M. starting time -
3 hours pay at appropriate O.T. rate.

Section 11.11

Employees shall not be required to take time off for the purpose of off-setting overtime work.

Section 11.12

1. During winter snowplowing and winter sanding operations, a helper shall be assigned to each truck unless no personnel is available, provided, however, that when the department

head determines the overtime is necessary for an emergency-personnel and equipment will be called on an as needed basis.

2. In that overtime work is indicative for necessary job performance, employees who continually refuse same between November 1st and April 30th shall be subject to disciplinary action.

Section 11.13

Water Plant Employees - the weekend and holiday time work hours schedule shall be two (2) men, three (3) hours per man.

ARTICLE XII **HOLIDAYS**

Section 12.1

The Town shall provide the following paid holidays for its employees on the days proclaimed by the State for observance:

| | |
|---------------------|--------------------------|
| New Year's Day | Memorial Day |
| Martin Luther King | Columbus Day |
| Day Presidents' Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving |
| Good Friday Labor | Day before Christmas Day |
| Day | Christmas Day |
| Veterans' Day | *Employee's Birthday |

In the event any of said above-mentioned holidays falls on a Saturday, said holiday shall be observed on the preceding Friday. In the event the holiday falls on Sunday, it shall be observed on the following day.

*The employee shall take the day during the month in which his birthday falls. In the event an employee is unable to take off his actual birthday due to snow plowing operations; the employee shall be allowed to take a day off at a mutually convenient time over the next two (2) months.

Section 12.2

If a holiday falls during an employee's vacation period, the employee shall be entitled to an alternative day off.

ARTICLE XIII **BEREAVEMENT LEAVE**

Section 13.1

If any member of the immediate family of a Town employee dies, said employee shall be granted three (3) days' leave without loss of pay or vacation time to arrange for and attend the funeral. If a

spouse or child of the Town employee dies, the employee shall be entitled to one (1) additional day of bereavement leave. "Immediate Family" is hereby defined as spouse, parent, child, sibling, grandparents, grandchildren and immediate in-laws such as father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparents-in-law.

Section 13.2

In the event a close relative of an employee, who is not a member of the immediate family of the employee dies, said employee shall be granted one (1) day leave without loss of pay or vacation time to attend the funeral. In this category is included uncle, aunt, niece, nephew or cousin.

Section 13.3

In the event of the death of a present Town employee, or an employee who has been closely associated with certain Departments or other Town official, time off to attend the funeral shall be granted only on special permission of the Town Manager.

ARTICLE XIV **HEALTH INSURANCE AND PENSION**

Section 14.1

The Town shall provide and pay for the following coverage options for all employees in the bargaining unit and their dependents:

1. Effective July 1, 2014, a \$2,000/\$4,000 high deductible health care plan (the "HDHP Plan") with a health savings account ("HSA") feature will be offered to bargaining unit employees. In July 2014, the Town shall contribute sixty percent (60%) of the annual deductible into an enrolled employee's HSA account. Thereafter, the Town shall make annual contributions in July in a lump sum into an employee's HSA account for employees enrolled in the HDHP in the amount of fifty percent (50%) of the annual deductible. The Town's contribution will be prorated for new employees based upon the month they become enrolled in the HDHP. The HDHP Plan is described in summary form in Appendix A. Employees who choose to enroll in the HDHP plan must be enrolled, and remain enrolled, for the entire plan year.

2. Effective July 1, 2014, employees will have the option to "buy-up" to a POS with the following co-pays: office - \$20; inpatient, \$100, ER - \$100; Urgent Care - \$25; outpatient - \$50; pharmacy — one month supply: 5/20/35 — mail-order: 10/40/70). Specifically, employees who choose to enroll in the POS Plan shall contribute, on a pre-tax basis, the difference between the relevant premium associated with the POS Plan and the Town's cost of the relevant premium associated with the HDHP.

For example, an employee has family coverage under the HDHP Plan and the monthly premium is \$2,121.34 plus \$157.82 for family dental coverage for a total of \$2,279.16 per month. The employee is contractually responsible for 16% of the total premium or

\$364.67 per month. The Town's monthly cost towards the premium is \$1,914.49. Further, the Town is contributing fifty percent (50%) towards the annual deductible of \$4,000.00 or \$200.00 per month. Therefore, the Town's total cost per month for the HDHP Plan is \$2,114.49.

If an employee chooses to enroll in the POS Plan with a monthly premium of \$2,738.23 for family coverage plus \$157.82 for family dental coverage for a total of \$2,896.05 per month, the employee will be responsible to pay, by payroll deduction, the amount of \$781.56 per month (\$2,896.05 less \$2,114.49 (the Town's cost per month for the HDHP Plan/Dental Plan.)

The current POS Plan is ConnectiCare and is attached at Appendix B.

3. Blue Cross Full Service Dental Plan without riders.

4. Employees electing coverage under the HDHP shall be required to contribute the following percentage of the premium costs of the HDHP and dental plan (not to include the Town's contribution to the HDHP deductible).

| <u>Effective</u> | <u>Premium Cost Share Percentage</u> |
|------------------|--------------------------------------|
| 1 July 2021 | 19% |
| 1 July 2022 | 20% |
| 1 July 2023 | 20.5% |
| 1 July 2024 | 21.0% |
| 1 July 2025 | 22.0% |

At least two (2) weeks prior to the effective date of a change in premium costs, the Town shall notify employees, in writing, of the specific dollar amount of their new premium cost share obligation.

Employee contributions shall be made pursuant to the terms of the Town Section 125 Plan.

Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments in January and June. In order to receive such payment, an eligible employee must complete and submit a form provided by the Town indicating his/her intent not to participate in the Town-provided insurance coverage, no later than June 1 of each year. Such employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Employer in writing:

1. Involuntary termination of the alternative health benefit plan coverage;
2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;

4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the employee shall only receive a pro-rated portion of the waiver stipend provided under this section.

Section 14.2

Such benefit will commence with the date of employment.

Section 14.3

The Town shall provide a \$50,000 life insurance policy for each employee.

Section 14.4

The Town shall provide benefits in accordance with the terms of the Town of Winchester Retirement Plan. The following amendments shall be effective thirty (30) days following ratification of the 2001-2004 Agreement:

- a) The pension benefit formula shall be two percent (2%) per year of credited service up to a maximum of seventy percent (70%).
- b) Normal retirement shall be upon satisfaction of the rule of 75.
- c) Employee pension contributions shall increase to five percent (5%).

Employees hired after June 12, 2014 will not be eligible to participate in the Winchester Retirement Plan. Rather, the Town will provide these employees with the ability to participate in a defined contribution plan. The Town will set-up a defined contribution plan for these employees and will match employee contributions by one (1) percent for every percent of the employee's base salary contributed by the employee up to a total of six (6) percent of the employee's base salary in the relevant fiscal year. If an employee's employment is terminated for other than just cause during the fiscal year, the employee shall receive a pro rata share of the Town contribution based upon the number of full months of employment the employee completes during said fiscal year, subject to the vesting requirements set forth below.

The defined contribution plan will have the following vesting schedule:

| | |
|---------------------------------------|------|
| After one (1) year of employment — | 20% |
| After two (2) years of employment — | 40% |
| After three (3) years of employment — | 60% |
| After four (4) years of employment — | 80% |
| After five (5) years of employment — | 100% |

Employees will have the right to self-direct their contributions within the defined contribution plan from among the investment fund options offered by the plan selected by the Town.

Section 14.4.1

The Union shall receive a copy of the Annual Report of the Plan. Said report shall be mailed to AFSCME when available.

Section 14.4.2

An employee may be entitled to buy back years of service or military time under the pension plan, through payroll deduction. The employee must assume full and complete total cost of the buy back.

Section 14.5

Any Town employee who shall suffer personal injury in the performance of his work and who shall be eligible for payments under the Worker's Compensation Act shall receive the difference between his pay and Worker's Compensation payments not to exceed twelve (12) months.

Section 14.6

The Town, upon consultation with the Union, shall have the right to change insurance carriers provided change results in comparable or better coverage, including administration and benefits.

Section 14.7

The Town and the Union recognize the value of counseling and assistance programs to those employees who may have personal problems which interfere with the employee's job performance. The Town and Union will aid employees who request assistance with such problems and encourage them to seek professional assistance.

Section 14.7.1

Employees participating in the Employee Assistance program will be entitled to utilize accumulated sick leave and vacation time. If same should be exhausted the Town will grant an unpaid leave of absence.

Section 14.7.2

Employees are assured that their job, seniority, and contractual benefits will not be jeopardized for using the program and strict confidentiality will be observed.

ARTICLE XV **VACATIONS**

Section 15.1

In each year (12 Months), a permanent full-time employee shall accumulate vacation leave with pay according to the following schedule. Vacation shall be credited to an employee upon his/her anniversary date.

| | |
|--------------------------------|----------------------------|
| Six (6) months to one (1) year | five (5) workdays |
| After one (1) year | Ten (10) workdays |
| After five (5) years | Twelve (12) workdays |
| After seven (7) years | Fourteen (14) workdays |
| After ten (10) years | Fifteen (15) workdays |
| After eleven (11) years | Sixteen (16) workdays |
| After twelve (12) years | Seventeen (17) workdays |
| After thirteen (13) years | Eighteen (18) workdays |
| After fourteen (14) years | Nineteen (19) workdays |
| After fifteen (15) years | Twenty (20) workdays |
| After seventeen (17) years | Twenty-one (21) workdays |
| After nineteen (19) years | Twenty-two (22) workdays |
| After twenty (20) years | Twenty-three (23) workdays |
| After twenty-two (22) years | Twenty-five (25) workdays |

Employees hired after June 12, 2014 shall be capped at twenty (20) days of vacation after reaching fifteen (15) years of employment.

Accrued vacation must be taken within one (1) year of the employee's anniversary date. Up to five (5) days may be carried over to the next year with permission of the Town Manager. To be eligible for such carry over, the employee must notify the Town within sixty (60) days of the anniversary date. Any vacation carried over must be taken within the next six (6) months.

Vacation requests will be granted based upon the operational needs of the department(s). Vacation can be taken in increments of four (4) hours and no request shall be unreasonably denied.

Section 15.2

Employees who are terminated for any reason shall be paid for accrued vacation leave on a prorated basis at time of such termination.

Section 15.3

In the event of the death of an employee, his/her prorated vacation pay shall be paid to the employee's estate.

Section 15.4

Vacation pay shall be paid in advance of the employee's vacation, provided such request is made no less than two weeks prior to the beginning of the vacation and provided such request is for one (1) or more weeks of vacation.

ARTICLE XVI **LEAVE PROVISIONS**

Section 16.1- Sick Leave

Each employee shall be allowed one (1) day per month sick leave with pay beginning with the month of appointment. Any unused portion of sick leave shall accumulate from calendar year to calendar year to a maximum of ninety (90) days. In all cases where such sick leave exceeding five (5) working days is taken because of illness, bodily injury or exposure to contagious disease, a certificate from a physician, indicating the nature and probable duration of the disability, must be submitted to the Director of Public Works within twenty-four (24) hours from time of return to work, substantiating the reason for the absence. A physician certification may also be required where the Town has reason to suspect a pattern of use or abuse of sick leave.

Section 16.1.1

Sick leave for the purpose of maximum accumulation from calendar year to calendar year shall be ninety (90) days.

Section 16.1.2

Employees who, on each June 30th, of this Agreement, have accrued and accumulated sick leave days in excess of ninety (90) days shall be paid for each of those days at eight (8) hours per day at their June 30th hourly rate, during the month of July.

Section 16.2

Sick leave may be used for personal illness, physical incapacity, injury or exposure to contagious

disease and enforced quarantine of the employee in accordance with community health regulations. Sick leave must be used in increments of one (1) hour.

Section 16.3

On retirement or termination, accumulated sick leave will be paid for on the basis of fifty (50%) percent of the employees unused accumulated sick leave. Employees hired prior to October 1, 1985 shall recover one hundred (100%) percent of accumulated sick leave.

Employees hired after March 21, 2016 shall not receive payment for accumulated sick leave on retirement or termination.

Section 16.4

Additional leave with pay may be granted as warranted by the Town Manager when applied for by the employee, in writing to the Town Manager, stating the reason for the additional special leave. The Town and the Union shall meet to discuss a policy for the taking of leave on either a paid or unpaid basis during snow plowing operations.

Section 16.5

Union officials shall be allowed to attend official Union conventions without pay for a period required to attend the function, not to exceed three (3) days and not more than two (2) officials in any fiscal year, with notification to the Town Manager.

Section 16.6

Up to thirty (30) days military leave shall be granted for service on active reserve or National Guard duty during which an employee shall be paid the difference between the regular pay and military pay.

Section 16.7

Each employee in the bargaining unit who works sixty-five (65) consecutive calendar days shall be provided one (1) personal day with pay. Paid days off shall not interrupt consecutive calendar days with the exception of sick days. Personal days may be taken in one (1) hour increments.

Section 16.8

Personal days may be used for personal business that cannot be conducted outside of work hours and they may be taken in one (1) hour increments. Whenever possible, employees shall give at least twenty-four (24) hours' notice of the intent to use personal leave except in emergency circumstances.

Section 16.9 - Leave of Absence

An employee may request, from the Department Head, leave of absence without pay for a specific time. If the Department Head feels that the leave is warranted, he will recommend such to the Town

Manager for a final decision. A personnel action form will be initiated by the Department Head requesting the leave of absence and again on the employee's return to duty. Earned time benefits, will not accrue for periods of absence in excess of thirty (30) calendar days. Seniority accumulated prior to the leave shall be credited on return but not time spent on such leave.

Section 16.10 - Jury Duty

An employee who is required to report for jury duty shall notify his/her immediate supervisor upon receipt of the notice. The employee shall be paid the difference between his/her jury duty stipend and his/her straight time daily or weekly wages. The employee shall endorse his/her jury duty stipend check(s) to the Town.

ARTICLE VII SALARIES

Section 17.1

Effective upon execution of this Agreement that expires June 30, 2026, and retroactive to July 1, 2021 for employees on the payroll upon execution, the average bargaining unit wage rate shall be increased by 2.5% as set forth in the following wage schedule:

EFFECTIVE UPON EXECUTION AND RETROACTIVE FOR EMPLOYEES ON THE PAYROLL TO July 1, 2021

2.5% GWI

| DEPARTMENT/CLASSIFICATION | HIRE RATE* | END OF PROBATION RATE | ONE YEAR |
|---|-----------------------|--------------------------------------|---------------------|
| STREET DEPARTMENT | | | |
| General Laborer/Building Maintainer | 24.3109 | 25.7576 | 27.1935 |
| Highway Maintainer II | 20.6726 | 22.5862 | 26.3105 |
| Mechanic's Helper | 23.3726 | 25.5637 | 27.6101 |
| Highway Maintainer III | 23.7637 | 25.9677 | 28.0138 |
| Highway Maintainer III/Cemetery Attendant | 24.2535 | 26.4614 | 28.5029 |
| Highway Maintainer IV | 25.7571 | 27.7341 | 29.2630 |
| Cemetery Attendant/Maintainer IV | 26.2493 | 28.2262 | 29.7550 |
| Carpenter/Mason | 24.7445 | 28.7055 | 29.7802 |
| Mechanic | 24.8615 | 28.7055 | 30.6255 |
| Crew Leader | 25.2652 | 26.8761 | 30.9031 |
| Working Foreman | 26.3880 | 30.2575 | 31.1177 |

| | | | |
|---|---------|---------|---------|
| WASTE WATER TREATMENT PLANT DEPARTMENT | | | |
| Sanitation Plant Operator I | 23.6030 | 26.5495 | 28.0114 |
| Junior Lab Technician | 23.3759 | 26.3225 | 27.4059 |

| | | | |
|-------------------------------|---------|---------|---------|
| Senior Lab Technician | 25.0160 | 27.9753 | 29.2605 |
| Sanitation Plant Operator II | 25.2685 | 27.6094 | 28.7937 |
| Sanitation Plant Operator III | 23.4769 | 27.2686 | 29.2605 |

| | | | |
|--|---------|---------|---------|
| WATER AND SEWER DEPARTMENT | | | |
| Utilityman I | 19.5459 | 20.7714 | 24.8633 |
| Utilityman II | 21.5131 | 23.3992 | 25.2853 |
| Plant Operator IV/Utilityman II | 23.3992 | 27.2048 | 29.2240 |
| Plant Operator IV (Utility II w/Class IV OIT) | 29.5902 | 30.1449 | 30.6997 |
| Plant Operator IV (Utility II w/Class IV Cert) | 30.8883 | 31.0658 | 32.1753 |
| Utilityman III | 25.5738 | 27.0494 | 28.5694 |
| Utilityman IV | 26.7943 | 28.8468 | 30.8994 |
| Working Foreman | 27.7373 | 31.0658 | 32.1753 |
| Water Filtration Operator IV | 23.4069 | 27.2063 | 29.2289 |

*Subject to ten (10%) percent below rate when hiring from outside.

Effective July 1, 2022 the average bargaining unit wage rate shall be increased by 2.25% as set forth in the following wage schedule:

EFFECTIVE July 1, 2022

2.25% GWI

| DEPARTMENT/CLASSIFICATION | HIRE RATE* | END OF PROBATION RATE | ONE YEAR |
|---|-------------------|------------------------------|-----------------|
| STREET DEPARTMENT | | | |
| General Laborer/Building Maintainer | 24.8579 | 26.3372 | 27.8053 |
| Highway Maintainer II | 21.1377 | 23.0944 | 26.9025 |
| Mechanic's Helper | 23.8984 | 26.1389 | 28.2313 |
| Highway Maintainer III | 24.2984 | 26.5520 | 28.6441 |
| Highway Maintainer III/Cemetery Attendant | 24.7992 | 27.0568 | 29.1442 |
| Highway Maintainer IV | 26.3366 | 28.3581 | 29.9214 |
| Cemetery Attendant/Maintainer IV | 26.8399 | 28.8612 | 30.4245 |
| Carpenter/Mason | 25.3013 | 29.3514 | 30.4503 |
| Mechanic | 25.4208 | 29.3514 | 31.3146 |
| Crew Leader | 25.8337 | 27.4808 | 31.5984 |
| Working Foreman | 26.9817 | 30.9383 | 31.8178 |

| | | | |
|---|--|--|--|
| WASTE WATER TREATMENT PLANT DEPARTMENT | | | |
|---|--|--|--|

| | | | |
|-------------------------------|---------|---------|---------|
| Sanitation Plant Operator I | 24.1341 | 27.1469 | 28.6417 |
| Junior Lab Technician | 23.9019 | 26.9148 | 28.0225 |
| Senior Lab Technician | 25.5789 | 28.6048 | 29.9188 |
| Sanitation Plant Operator II | 25.8370 | 28.2306 | 29.4416 |
| Sanitation Plant Operator III | 24.0051 | 27.8822 | 29.9188 |

| | | | |
|--|---------|---------|---------|
| WATER AND SEWER DEPARTMENT | | | |
| Utilityman I | 19.9857 | 21.2388 | 25.4227 |
| Utilityman II | 21.9971 | 23.9257 | 25.8543 |
| Plant Operator IV/Utilityman II | 23.9257 | 27.8169 | 29.8816 |
| Plant Operator IV (Utility II w/Class IV OIT) | 30.2560 | 30.8232 | 31.3904 |
| Plant Operator IV (Utility II w/Class IV Cert) | 31.5833 | 31.7648 | 32.8992 |
| Utilityman III | 26.1492 | 27.6581 | 29.2123 |
| Utilityman IV | 27.3971 | 29.4959 | 31.5946 |
| Working Foreman | 28.3614 | 31.7648 | 32.8992 |
| Water Filtration Operator IV | 23.9336 | 27.8184 | 29.8866 |

*Subject to ten (10%) percent below rate when hiring from outside.

Effective July 1, 2023 the average bargaining unit wage rate shall be increased by 2.25% as set forth in the following wage schedule:

EFFECTIVE July 1, 2023

2.25% GWI

| DEPARTMENT/CLASSIFICATION | HIRE RATE* | END OF PROBATION RATE | ONE YEAR |
|---|-------------------|------------------------------|-----------------|
| STREET DEPARTMENT | | | |
| General Laborer/Building Maintainer | 25.4172 | 26.9298 | 28.4309 |
| Highway Maintainer II | 21.6133 | 23.6140 | 27.5078 |
| Mechanic's Helper | 24.4362 | 26.7270 | 28.8665 |
| Highway Maintainer III | 24.8451 | 27.1494 | 29.2886 |
| Highway Maintainer III/Cemetery Attendant | 25.3572 | 27.6656 | 29.7999 |
| Highway Maintainer IV | 26.9292 | 28.9961 | 30.5946 |
| Cemetery Attendant/Maintainer IV | 27.4438 | 29.5106 | 31.1090 |
| Carpenter/Mason | 25.8706 | 30.0118 | 31.1354 |
| Mechanic | 25.9928 | 30.0118 | 32.0191 |
| Crew Leader | 26.4149 | 28.0991 | 32.3094 |
| Working Foreman | 27.5888 | 31.6344 | 32.5337 |

| WASTE WATER TREATMENT PLANT DEPARTMENT | | | |
|---|---------|---------|---------|
| Sanitation Plant Operator I | 24.6771 | 27.7577 | 29.2861 |
| Junior Lab Technician | 24.4397 | 27.5203 | 28.6530 |
| Senior Lab Technician | 26.1544 | 29.2484 | 30.5920 |
| Sanitation Plant Operator II | 26.4184 | 28.8658 | 30.1040 |
| Sanitation Plant Operator III | 24.5452 | 28.5095 | 30.5920 |

| WATER AND SEWER DEPARTMENT | | | |
|--|---------|---------|---------|
| Utilityman I | 20.4354 | 21.7167 | 25.9947 |
| Utilityman II | 22.4920 | 24.4640 | 26.4360 |
| Plant Operator IV/Utilityman II | 24.4640 | 28.4428 | 30.5539 |
| Plant Operator IV (Utility II w/Class IV OIT) | 30.9367 | 31.5167 | 32.0967 |
| Plant Operator IV (Utility II w/Class IV Cert) | 32.2939 | 32.4795 | 33.6395 |
| Utilityman III | 26.7376 | 28.2804 | 29.8695 |
| Utilityman IV | 28.0136 | 30.1595 | 32.3055 |
| Working Foreman | 28.9995 | 32.4795 | 33.6395 |
| Water Filtration Operator IV | 24.4721 | 28.4443 | 30.5590 |

*Subject to ten (10%) percent below rate when hiring from outside.

Effective July 1, 2024 the average bargaining unit wage rate shall be increased by 2.5% as set forth in the following wage schedule:

**EFFECTIVE July 1, 2024
2.5% GWI**

| DEPARTMENT/CLASSIFICATION | HIRE RATE* | END OF PROBATION RATE | ONE YEAR |
|---|-------------------|------------------------------|-----------------|
| STREET DEPARTMENT | | | |
| General Laborer/Building Maintainer | 26.0527 | 27.6030 | 29.1417 |
| Highway Maintainer II | 22.1536 | 24.2044 | 28.1955 |
| Mechanic's Helper | 25.0471 | 27.3952 | 29.5882 |
| Highway Maintainer III | 25.4662 | 27.8281 | 30.0208 |
| Highway Maintainer III/Cemetery Attendant | 25.9911 | 28.3572 | 30.5449 |
| Highway Maintainer IV | 27.6024 | 29.7210 | 31.3595 |
| Cemetery Attendant/Maintainer IV | 28.1299 | 30.2484 | 31.8867 |
| Carpenter/Mason | 26.5173 | 30.7621 | 31.9138 |
| Mechanic | 26.6426 | 30.7621 | 32.8196 |

| | | | |
|-----------------|---------|---------|---------|
| Crew Leader | 27.0753 | 28.8016 | 33.1171 |
| Working Foreman | 28.2785 | 32.4253 | 33.3471 |

| | | | |
|---|---------|---------|---------|
| WASTE WATER TREATMENT PLANT DEPARTMENT | | | |
| Sanitation Plant Operator I | 25.2941 | 28.4516 | 30.0183 |
| Junior Lab Technician | 25.0507 | 28.2083 | 29.3694 |
| Senior Lab Technician | 26.8083 | 29.9796 | 31.3568 |
| Sanitation Plant Operator II | 27.0788 | 29.5875 | 30.8566 |
| Sanitation Plant Operator III | 25.1588 | 29.2222 | 31.3568 |

| | | | |
|--|---------|---------|---------|
| WATER AND SEWER DEPARTMENT | | | |
| Utilityman I | 20.9462 | 22.2596 | 26.6446 |
| Utilityman II | 23.0543 | 25.0756 | 27.0969 |
| Plant Operator IV/Utilityman II | 25.0756 | 29.1538 | 31.3178 |
| Plant Operator IV (Utility II w/Class IV OIT) | 31.7101 | 32.3046 | 32.8991 |
| Plant Operator IV (Utility II w/Class IV Cert) | 33.1012 | 33.2915 | 34.4805 |
| Utilityman III | 27.4060 | 28.9874 | 30.6163 |
| Utilityman IV | 28.7139 | 30.9135 | 33.1131 |
| Working Foreman | 29.7245 | 33.2915 | 34.4805 |
| Water Filtration Operator IV | 25.0839 | 29.1555 | 31.3230 |

*Subject to ten (10%) percent below rate when hiring from outside.

Effective July 1, 2025 the average bargaining unit wage rate shall be increased by 2.5% as set forth in the following wage schedule:

EFFECTIVE July 1, 2025

2.5% GWI

| DEPARTMENT/CLASSIFICATION | HIRE RATE* | END OF PROBATION RATE | ONE YEAR |
|---|-------------------|------------------------------|-----------------|
| STREET DEPARTMENT | | | |
| General Laborer/Building Maintainer | 26.7040 | 28.2931 | 29.8702 |
| Highway Maintainer II | 22.7075 | 24.8095 | 28.9004 |
| Mechanic's Helper | 25.6732 | 28.0801 | 30.3279 |
| Highway Maintainer III | 26.1029 | 28.5238 | 30.7714 |
| Highway Maintainer III/Cemetery Attendant | 26.6409 | 29.0661 | 31.3086 |
| Highway Maintainer IV | 28.2925 | 30.4641 | 32.1435 |

| | | | |
|----------------------------------|---------|---------|---------|
| Cemetery Attendant/Maintainer IV | 28.8331 | 31.0046 | 32.6839 |
| Carpenter/Mason | 27.1802 | 31.5311 | 32.7116 |
| Mechanic | 27.3087 | 31.5311 | 33.6401 |
| Crew Leader | 27.7522 | 29.5216 | 33.9450 |
| Working Foreman | 28.9855 | 33.2359 | 34.1808 |

| | | | |
|---|---------|---------|---------|
| WASTE WATER TREATMENT PLANT DEPARTMENT | | | |
| Sanitation Plant Operator I | 25.9264 | 29.1629 | 30.7687 |
| Junior Lab Technician | 25.6769 | 28.9136 | 30.1036 |
| Senior Lab Technician | 27.4785 | 30.7291 | 32.1407 |
| Sanitation Plant Operator II | 27.7558 | 30.3271 | 31.6280 |
| Sanitation Plant Operator III | 25.7878 | 29.9528 | 32.1407 |

| | | | |
|--|---------|---------|---------|
| WATER AND SEWER DEPARTMENT | | | |
| Utilityman I | 21.4699 | 22.8161 | 27.3107 |
| Utilityman II | 23.6307 | 25.7025 | 27.7743 |
| Plant Operator IV/Utilityman II | 25.7025 | 29.8827 | 32.1007 |
| Plant Operator IV (Utility II w/Class IV OIT) | 32.5029 | 33.1122 | 33.7216 |
| Plant Operator IV (Utility II w/Class IV Cert) | 33.9288 | 34.1238 | 35.3425 |
| Utilityman III | 28.0912 | 29.7121 | 31.3817 |
| Utilityman IV | 29.4317 | 31.6864 | 33.9410 |
| Working Foreman | 30.4676 | 34.1238 | 35.3425 |
| Water Filtration Operator IV | 25.7110 | 29.8843 | 32.1061 |

*Subject to ten (10%) percent below rate when hiring from outside.

Section 17.2

Effective the payroll period following the payroll period in which retroactive checks are distributed, employees in the bargaining unit shall be paid on a bi-weekly basis.

Section 17.3

An employee who is promoted to a higher classification shall be placed on the maximum pay level of the new classification.

Section 17.4

When an employee performs work in a higher classification for an entire workday he/she shall be paid at the higher rate for all hours worked in the higher classification.

Section 17.5

Employees who complete the following state sponsored certificate programs will receive the indicated annual payment; in addition to their regular wages, for each of the following certificates:

| | |
|------------------------------------|-----------|
| Distribution System Operator II | \$ 175.00 |
| Backflow Preventer Tester and | \$ 250.00 |
| Cross Connecticut Survey Inspector | |
| ASE Certification | \$175.00* |

Payments to be made during the first pay period following July 1 of each year.

*Effective July 1, 2021

Section 17.6

Employees who complete the state sponsored certificate program for Plant Operator Class II and/or Plant Operator Class III shall receive an annual payment as set forth below for the highest level of certification received:

| | |
|-------------------------|----------|
| Class II Certification | \$175.00 |
| Class III Certification | \$350.00 |

Payments to be made during the first pay period following July 1 of each year.

ARTICLE XVIII **EFFECTIVE DATES**

Section 18.1 - Effective Date

The effective date of this Agreement shall be upon execution.

Section 18.2 - Termination

This Agreement shall remain in effect until June 30, 2026. The Town and the Union agree that unless a particular provision is stated to be retroactive, the Agreement shall be effective as of the date of signing.

Section 18.3

If substantial questions arise affecting this Agreement, the Town Manager and the Union agree to meet with and discuss these questions.

**THE TOWN OF WINCHESTER
THE CITY OF WINSTED**

AFSCME, LOCAL 1303-44

Joshua Steele Kelly
Town Manager & CEO

_____, President Winsted
DPW Unit Local 1303-44

Date

Date

