

SUCCESSOR AGREEMENT
BETWEEN
TOWN OF LEBANON, CONNECTICUT
AND
CSEA, SEIU LOCAL 2001
(LEBANON PUBLIC WORKS CHAPTER)

July 1, 2021 - June 30, 2024

SUCCESSOR AGREEMENT

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SUCCESSOR AGREEMENT

This Agreement, entered into by and between the Town of Lebanon, a municipal corporation in Connecticut, hereinafter referred to as the "Town", and CSEA, SEIU Local 2001; hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

1.0 Pursuant to the Decision and Certification of Representative issued by the Connecticut State Board of Labor Relations on December 29, 1972, Local 531, Service Employees International Union, AFL-CIO is recognized by the Town as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for all employees of the Public Works of the Town of Lebanon, excluding clerical and all other employees employed by the Town.

ARTICLE II DUES DEDUCTION

2.0 Each employee shall have, and be protected in the exercise of, the right to join and remain as a member of, and the right to refuse to join or become a member of, the Union, free from interference, restraint or coercion.

2.1 Upon certification from the Union of receipt of an individual written voluntary authorization from an employee, the Town agrees to deduct dues monthly from earned wages and remit promptly to the Union not later than the last day of each month. The Town further agrees to provide in a editable digital format, the date of hire, names, job titles, work e-mail addresses, if any, addresses, and telephone numbers of all bargaining unit members and a list of all new employees. If authorized by the employee to the Union and certified by the Union to the Town, the information will also include personal telephone numbers and e-mail addresses. Should an employee wish to revoke any authorization at any time, the Town will direct the employee to the Union and will cease all deductions and stop providing personal telephone numbers and e-mail addresses upon notice from the Union.

2.2 The Union agrees to indemnify and save the Town harmless from financial loss or expense, including legal fees and costs, if any, arising out of any and all claims, demands, liabilities, suits or judgments by reason of implementation of this Article, whether such financial loss or expense results from judicial, administrative, arbitral settlement or other proceedings.

2.3 For purposes of contact with the Union regarding bargaining unit issues, the Union agrees to identify one Union member as the bargaining unit Steward.

ARTICLE III GRIEVANCE PROCEDURE

Purposes and Definitions

The purpose of this procedure is to grant recognition to the mutual obligation of the Town and the Union to achieve amicable and expeditious solutions to problems which may arise regarding the interpretation or application of the express provisions of this contract. This procedure is intended to secure, at the lowest possible level of the employee-employer relationship, equitable solutions to such problems.

Accordingly, the Town and the Union agree that during the life of this contract all grievances between them shall be settled in accordance with the provisions of this grievance procedure. However, nothing herein shall be construed to prevent any individual employee from (a) informally discussing a complaint with his or her immediate superior or (b) processing a grievance in his/her own behalf in accordance with the grievance procedure hereinafter set forth, excluding arbitration.

A grievance shall mean a complaint by an office employee or group of office employees that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

Days, except where otherwise indicated, shall mean work days.

Time Limits - Any time limit specified within this Article may be extended by written mutual agreement of the Union and the Town provided that, if a grievance is not submitted to a higher step in the procedure, it shall be deemed settled on the basis of the answer in the last step considered, and if there is not an answer within the time limit specified, the grievance shall be deemed to have been denied.

PROCEDURE

Informal - If a Union member(s) feels that he/she/they may have a grievance, the matter shall first be discussed with the Director of Public Works in an effort to resolve the problem informally. A Union representative may be present if so requested by the grievant.

FORMAL PROCEDURE

Step One - Within ten (10) days of the date of the occurrence giving rise to the grievance or within ten (10) days of the date the employee knew or reasonably should have known of the occurrence which gave rise to the grievance, the employee will deliver to the Director of Public Works or a written grievance, on the form provided. The grievance shall contain the details of the grievance, the section of the contract violated, if any, and the remedy requested. The Director of Public Works shall answer the grievance in writing within five (5) days after she/he receives it. Prior to answering the grievance, the Director of Public Works shall meet the grievant, and a Union representative if the grievant so desires, to discuss the grievance.

Step Two - If the grievance is not satisfactorily resolved at Step One, then it may, within ten (10) days of receipt of the step one decision (or within ten (10) days of the deadline for the submission of the step one decision), be submitted to the First Selectman. Within ten (10) days of the receipt of such request, the First Selectman or his/her designated representative will meet with the grievant and a Union representative, if requested by the aggrieved.

The First Selectman or his/her designated representative shall, within ten (10) days after the meeting, render a decision in writing to the employee with a copy to the Union.

Step Three Arbitration

In the event the grievance is not resolved at Step two, the Union may, within five (5) days after the decision (or within five (5) days of the deadline for the submission of the step two decision), submit the grievance to the Connecticut State Board of Mediation and Arbitration for final and binding arbitration in accordance with all rules and regulations regarding Arbitration procedure. The arbitrator shall be empowered herein to decide only those grievances based upon an alleged violation and/or misinterpretation of the specific terms of this Agreement. The arbitrator shall be bound by and must comply with all the terms of this agreement and shall have no power to add to, subtract from or in any way modify the provisions of this agreement.

The cost of arbitration hearings shall be borne equally by the Town of Lebanon and the Union.

ARTICLE IV
HOLIDAYS

4.0 Employees of the Public Works Department will be paid for the following holidays:

New Year's Day	Veteran's Day
Martin Luther King's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Fourth of July	Christmas Day
Memorial Day	Labor Day
President's Day	Columbus Day
1/2 day before Christmas	Employee's Birthday

4.1 Whenever any of these holidays occur while the employee is out on sick leave, there shall be no charge for sick leave on that day.

4.2 When a paid holiday occurs during an approved period of vacation, the employee shall be credited with the holiday to be taken at a later date.

4.3 Nothing in this Agreement shall in any way abridge the Town's right to schedule employees to work on recognized holidays.

4.4 If an employee works on New Year's Day, Thanksgiving Day, Christmas Day or the Fourth of July, he/she shall be paid double (2) times his/her hourly rate for all hours worked in addition to this Holiday pay.

Work performed on all other holidays shall be paid at (1 1/2) one and one half the hourly rate in addition to the Holiday pay.

4.5 a. When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday.

b. Whenever a holiday falls on a Sunday, the following Monday shall be considered the holiday.

ARTICLE V
VACATION LEAVE

- 5.0 a. Vacation days for permanent full-time employees shall accrue at the rate of one (1) day per month. Employees will not be eligible to use vacation time until completing six (6) months of service.
- b. After five years of service, employees shall accrue vacation days at the rate of one and one-half (1 1/2) days per month.
- c. After fifteen years of service, employees shall accrue vacation days at the rate of two (2) days per month.

5.1 Unauthorized leave is absence without the knowledge and/or consent of the Employer. The employee has the obligation to notify the Employer of absence as soon as practicable and at least before the end of the shift prior to the shift on which he will be absent. Emergencies, of course, will waive this rule.

5.2 Vacation may be paid in advance to the employee if fourteen (14) days notice of this request is made to the Selectmen's office by the employee.

5.3 Vacation continues to accrue during the following:

1. Jury duty
2. Summer Military Reserve obligations
3. Workmen's Compensation and Sick leave

5.4 Vacation must be requested to the First Selectman or his/her designee at least four (4) weeks in advance unless otherwise authorized by the First Selectman.

Employees will be allowed to take a vacation leave in minimum increments of half days (1/2 days, providing they give at least a day notice in advance for unanticipated vacation leave requests where four (4) weeks' notice is not possible.

Consideration for the times of vacation will be given according to seniority. The First Selectman may deny vacation leave requests where necessary due to the operational needs of the Town.

5.5 Vacation will not accrue during unpaid leaves of absence.

5.6 Voluntary accumulation of fifteen (15) days' vacation may be allowed with the approval of the First Selectman. Accumulated time must be used the following year.

5.7 Up to fifteen (15 days) of accumulated vacation will be paid in full at the time of separation from the Town's service.

5.8 Sick leave will be granted by the Selectmen during an employee's vacation when medical proof from a licensed practitioner of medicine or nurse practitioner or physician's assistant is produced.

ARTICLE VI
SICK LEAVE AND OTHER LEAVE PROVISIONS

6.0 For employees with less than three (3) years of service sick leave shall accumulate at the rate of one (1) day per month. For employees with three (3) years of service, sick leave shall accumulate at the rate of 1 1/4 days per month.

- a. Sick leave may be accumulated to 180 days (six months). Any employee, after completing the six month probationary period, terminating employment with the Town, will be entitled to a \$20.00 per day compensation for every sick day accumulated to a maximum of \$1,000.00. In order to receive compensation for accumulated sick days, the employee must be in good standing at the time of separation.
 - b. Sick leave will not accrue during a leave of absence.
 - c. Sick leave shall continue to accrue during vacation, sick leave, workmen's compensation, involuntary jury duty, and summer military reserve obligation.
 - d. Employees may use sick leave as needed and may take sick leave in 1/4, 1/2, 3/4, or full days, as needed.
 - e. An employee will receive no pay when he is on unauthorized leave of absence.
- 6.1
- a. An employee out and intending to use sick leave will notify his supervisor of the fact and the reason before the beginning of the regularly scheduled shift if possible. Failure to do so will be cause for denial of sick leave for this period and/or disciplinary action.
 - b. In all cases, sick leave with pay in excess of three (3) consecutive work days will be granted only when a certificate from a licensed practitioner of medicine or nurse practitioner or physician's assistant verifying the need for sick leave, has been submitted to the First Selectman. However, if the First Selectman feels an employee has been abusing sick leave, he may require such a certificate for future sick leave of any duration.

He shall so notify the employee in writing, with a copy to the Union, stating in his letter the reasons for the requirement. After ninety (90) days, the requirement will be reviewed upon request of the employee.

6.2 If the employee is a member of military reserve and is called for military leave, the Town shall comply with all applicable state and federal laws.

6.3 An unpaid leave of absence may be granted at the discretion of the First Selectman of the Town to any employee within the Public Works Department. The employee shall notify the First Selectman if he/she would like to his/her benefits to continue while on leave.

- a. During the leave of absence, the benefits of the employee will not be paid by the Town.
- b. The employee may elect to reimburse the Town for the medical benefit, thus paying the full group rate.
- c. Sick leave and vacation will not accrue.

6.4 In the event of a death in the immediate family of an employee, the employee shall receive three (3) days leave with pay; immediate family shall be defined as: spouse, child, parents, sister, brother, grandparents. The employee shall receive one and a half (1-1/2) days of leave with pay for the death of a brother-in-law, sister-in-law, mother-in-law, and father-in-law.

6.5 Employees shall be entitled to three (3) paid personal leave days in each year of the contract.

Except in the case of emergencies, an employee wishing to use a personal leave day must notify his supervisor of his intention to do so prior to the end of his last scheduled working shift before the intended leave day.

The employee's obligation to notify his supervisor includes only the notification that he will be absent on a personal leave day.

Except with permission of the First Selectman, no more than three (3) employees may take personal leave on the same day.

6.6 If an employee is called to jury duty, the Town will pay the difference between his regular pay and the compensation received for fulfilling this obligation, pursuant to state law.

6.7 The balance of sick leave, personal leave and vacation leave will be provided to the employee.

ARTICLE VII INSURANCE

7.1 Subject to the conditions set forth below, the Town shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits. The health plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP.
- b. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

7.2 In the event any of the following occur, the Town or the Union may reopen negotiations in accordance with MERA as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:

- a. If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with State Employee Bargaining Agent Coalition (SEBAC), if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
- b. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Town, any of which amendments, changes, fees or charges (individually or collectively) would substantially

increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

c. If the Town of Lebanon Board of Education and/or the Town makes a decision to leave the SPP.

7.3 In any negotiations triggered under section 7.2 above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the health insurance plan designs set forth in Section 7.1 of Article VIII in the 2016-2021 Contract to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- a. Trends in health insurance plan design outside of the SPP;
- b. The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

7.4 If no longer in the SPP, the Town may change insurance carriers for the any benefits set forth herein providing the benefits are equal.

7.5 Employees will be required to pay the following co-share costs of their health plan and dental and vision plan:

<u>FY 2021-22</u> (effective upon ratification)	<u>FY 2022-23</u>	<u>FY 2023-24</u>
17.5%	18.5%	19.5%

7.6 Anthem Blue Cross/Blue Shield Full Service Dental Plan, with Riders A and D.

7.7 Anthem Vision Rider.

7.8 If the Town determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA).

7.9 The Town shall maintain a Life Insurance policy for employees only. The Life Insurance policy shall provide \$50,000.00 for death of the employee plus an Accidental Death and Dismemberment feature. The Town shall pay the full premium for the employee.

7.10 Employees may elect to waive, in writing, the health insurance coverage provided above, and in lieu thereof may receive an annual payment of \$1,500 for waiver of single coverage or \$3,000.00 for waiver of double or family coverage. Such payment will be issued with the last payroll installment for the fiscal year. In order to receive such payment, an eligible employee must show proof of other insurance coverage and must Complete, and submit a form provided by the Town indicating his/her intent not to participate in the Town's insurance coverage, no later than June 1st of each year. Such employees may elect to resume Town provided health insurance coverage upon written notice to the Town. Upon receipt of such notice, insurance 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. An employee is not eligible for the foregoing payments if his/her spouse or relative participates in a Town health insurance plan and has chosen coverage for the employee through that plan. The preceding sentence shall not apply to any employee who has received payments under this section prior to the signing of the 2016-2020 Agreement.

ARTICLE VIII PENSION

8.0 The Pension Plan will be the Connecticut Municipal Employees Retirement Fund B. All employees who regularly work twenty (20) hours or more per week are required to participate in this plan. Employees hired to work less than twenty (20) hours per week are not eligible for the plan.

ARTICLE IX CLASSIFICATIONS AND WAGES

9.1 Effective upon signing of the 2021-2024 Agreement, all wages listed in the wage schedule shall be increased by 1.5%.

Effective July 1, 2022 all wages listed in the wage schedule shall be increased by 1.5%.

Effective July 1, 2023 all wages listed in the wage schedule shall be increased by 2%.

The Wages and classifications of Employees shall be:

New Hire	Upon Signing the 2021-24 Agreement	7/1/2022	7/1/2023
Highway Maintenance	\$24.24	\$24.60	\$25.09
Mechanic	\$25.64	\$26.02	\$26.54

After Successful Completion of Probationary Period	Upon Signing the 2021-24 Agreement	7/1/2022	7/1/2023
Highway Maintenance	\$27.23	\$27.64	\$28.19
Mechanic	\$28.71	\$29.15	\$29.73

9.2 If an employee is called into work after he has punched out at the end of his regular scheduled shift and prior to the start of his next scheduled shift, the employee shall be guaranteed two (2) hours work at time and one-half (1 1/2), or two (2) hours pay at time and one-half in lieu thereof.

9.3 There shall be a longevity payment made on the anniversary of the employee based on the following schedule for all employees currently employed by the Town of Lebanon. Longevity payments will no longer be provided to new employees hired after September 11, 2012.

Longevity paid on anniversary:

- A. Two hundred dollars (\$200.00) for employee with 5 to 10 years of continuous service.
- B. Five Hundred Dollars (\$500.00) for employees with 11 to 15 years of continuous service.
- C. One thousand (\$1,000) for employees with 16 years or more of continuous service.

Longevity pay shall not be included with the regular paychecks but shall be distributed separately.

ARTICLE X HOURS OF WORK AND OVERTIME

10.0 Overtime shall be paid at one and one-half (1 1/2) times the regular hourly rate for all hours worked over forty (40) hours per week, or eight (8) hours per day, and any Saturday, and/or Sunday worked.

10.1 All bargaining unit employees understand that while there is no guarantee of overtime work, working overtime is a requirement of their job. Any employee who demonstrates a pattern of refusing or avoiding overtime assignments will be subject to

disciplinary action, up to and including termination. Overtime shall be offered to and distributed equally among employees of same classification within twenty four (24) hours. If an employee is outside of the twenty four (24) hour equalization, the parties will meet to discuss the situation. When said miscalculation is found all parties will be notified of correction. For purposes of tracking overtime rotation the parties understand that miscalculations can occur (e.g., an employee may be called out of rotation). When that happens, if all employees are within 24 hours from the low person to the high person in the rotation, there is no grievable offense. Notwithstanding the foregoing, the Town reserves the right, in exigent situations, to go out of rotation. Overtime will be normalized for employees hired after the start of a contract year for equalization purposes. Normalization shall mean the new hire gets credited with the highest overtime recorded to date within his or her classification. If the Town is unable to secure coverage within classification required of overtime the Town will go to next classification of rotation before going outside bargaining unit.

Nothing in any overtime provision or this Agreement shall limit the Town's right to subcontract work as set forth in Article 12.

10.2 Call-Ins

Employees will be compensated from the time they were called if:

- (1) Employee arrives at the public works garage within a 45 minute time period from which they were called and if employee lives within a 7 mile radius of the Public Works Department.
- (2) Employee arrives at the public works garage within a 60 minute time period from which they called and if employee lives beyond the 7 mile radius of the Public Works Department.
- (3) If employee arrives at the Public Works Department beyond said limits of part (1) or (2), the employee will only be compensated for actual time worked recorded by punch in time.
- (4) If an employee is offered overtime and does not respond (verbally refused work, family unable to locate employee, phone line busy, phone unanswered or voice mail reached), the opportunity of those working hours will be recorded for purposes of determining equal distribution to reflect a the actual amount of overtime missed.

10.3 Unscheduled Overtime (Extension of the Workday)

Bargaining unit employees agree that on occasion the Town, in its best interests, will offer or extend working hours prior to employees punching out for the day to either complete or start a job or to safely secure a job until next available work day.

- (1) In the case of completing a job or safely securing a job, the Town at its discretion will ask employees working on that job first so as not to disturb

the flow of current work crew. Only those employees who worked will be credited actual time worked.

- (2) In all instances, including starting a new job, the Town at its discretion may use the call-in sheet as well for the purpose of extension of the work day and in doing so the rotation list will be followed. If an employee refuses the opportunity those working hours will be recorded for purposes of determining equal distribution to reflect the actual amount of overtime missed.
- (3) Nothing in this section shall limit the Town's right to subcontract work as necessary.

10.4 Scheduled Overtime

The Town at its discretion may ask bargaining unit employees to work overtime at a prearranged time for the purpose of performing or completing a task. The call-in list will be used for order of rotation within classification required of said task. All bargaining unit employees asked will be credited actual time worked regardless if employee had actually worked the overtime for the purpose of equally distributing overtime.

10.5 The work week shall consist of five (5) days, Monday through Friday, with eight (8) hours scheduled for each day.

- a. There shall be a thirty-minute lunch break, for which compensation will not be paid, and two (2) ten minute breaks during the day for which compensation will be paid.

10.6 An employee shall receive a full day's pay for any holiday, vacation or sick day, birthday, or personal day taken as outlined within this contract.

10.7 A record of overtime will be kept in the department and shall be made available to all employees and the Union for their bi-weekly inspection.

10.8 For snow removal and plowing outside of regular working hours, if equipment breaks down and is not safely able to return to the garage as determined by the Director of Public Works or First Selectman or their qualified designee(s), a mechanic will be called to manage. If equipment is able to return safely to the garage, the Director of Public Works or First Selectman or their qualified designee(s) has discretion to call a mechanic or wait until the next regularly scheduled work day

ARTICLE XI SENIORITY

11.0 Seniority shall be defined as the length of an employee's continuous service with the Town.

11.1 The Town shall establish a seniority list and this shall be brought up to date every six (6) months thereafter, and a copy given to the Secretary of the Union. The seniority lists are to contain names, addresses, hiring dates, job classifications and wage rates of all employees. Additionally, the Town shall notify the Union of any new hires, separations and other changes in status as they occur.

The Chapter President shall have preferential seniority for layoff purposes provided he is qualified to perform the required work.

11.2 If a reduction in the number of employees is required, employees with the least seniority within a classification will be laid off first, provided no opening exists in another equal or lower classification for which he is qualified. Recalls shall be issued in the reverse order of layoffs. An employee shall retain his seniority status and right to recall for two (2) years following the, date of his layoff. Seniority will accrue during the period in which an employee has a right to recall.

11.3 Newly hired employees will serve a probationary period of six (6) months. Probationary employees may be discharged or disciplined at the will of the Town during the probationary period, and no such discharge or discipline by the Town shall be subject to the grievance procedure of the Agreement. Upon successful completion of the probationary period seniority shall be calculated from the employee's date of hire.

11.4 An employee shall lose his seniority if he:

- a. Quits, resigns or is discharged for cause;
- b. Is absent from work for five (5) consecutive work days without notifying his department head or without satisfactory excuse;
- c. Exceeds a leave of absence without satisfactory explanation or;
- d. Fails to return from a layoff within ten (10) working days after receipt of a notice by registered mail to return.

ARTICLE XII
GENERAL TERMS

12.0 The town agrees to furnish hot water and sanitary facilities at all times at the Town Garage.

12.1 After 12 hours of continuous work, the employees are entitled to take a 2 hour paid rest break before resuming work again.

12.2 In addition to the regular lunch time set forth in this Agreement, which is unpaid, employees will be given the necessary time to consume a meal not to exceed one-half (1/2) hour if employed during the meal times of 7:00 P.M., and 6:00 A.M. This one-half (1/2) hour time will be paid.

12.3 Working out of classification: Whenever an employee is directed to work above his classification he shall be paid at the higher rate for the time spent in the higher classification. Employees shall be responsible for noting on their timecard that they worked above their classification in a pay period, and shall indicate the number of hours worked above their classification. Such work shall be divided among qualified employees.

12.4 In the event the Town decides to create a Public Works Foreman, crew lead, or any other position the Town shall notify the Union as to whether or not the position shall be included in the Bargaining unit.

12.5 The present position of crew lead shall be a non-bargaining unit position, and the Union shall not claim the position as a bargaining unit position. Although the crew lead is not in the bargaining unit, the parties agree that the crew lead does perform bargaining unit work, including bargaining unit overtime work, which overtime work will not be performed to the exclusion of the Bargaining Unit employees.

If a Bargaining Unit employee takes a job outside the Bargaining Unit, his seniority for layoff purposes shall stop accumulating for the time spent on the non-Bargaining Unit job.

If and when such an employee returns to the Bargaining Unit either at his request or for any other reason, his seniority shall then begin to accumulate, adding his previously earned seniority to the time he is earning. For the purposes of benefits, vacation, longevity, etc., if an employee returns to the Bargaining Unit he shall receive credit for all times working for the Town.

12.6 The Town shall supply two-way radios in Town trucks and they shall be used in accordance with Town rules.

12.7 Public Works employees shall work at the instruction of the Director of Public Works or First Selectman or their qualified designee(s). Refusal to follow orders will be considered grounds for discipline.

12.8 The Town agrees that the current policies and benefits that are not covered by the terms of this Agreement shall remain in effect unless they are abridged by the terms of this Contract.

12.9 The Town shall furnish and maintain uniforms for all employees. The Town will also furnish eye and hearing protection. The Town will provide employees with Tyvek fluid and tear-resistant disposable hooded coveralls or comparable hooded coveralls on an as needed basis.

12.10 During the winter, a coffee maker will be supplied at the garage by the Town.

12.11 On or about July 1, of each contract year, each employee shall be given a \$150.00 allowance to be used for safety shoes to be paid in the first payroll period in July in a separate check. Safety shoes must be worn by employees at all times.

12.12 Management agrees to provide a water cooler at the garage.

12.13 In the event all employees are called into work, the mechanic shall also be called in.

12.14 The Town maintains the right to subcontract work, and to use outside workers, seasonal workers, and non-bargaining unit workers to perform bargaining unit work, when bargaining unit employees are unable to perform the work as determined by the Town. The Town's use of such non-bargaining unit workers will not result in the layoff of any bargaining unit employee. In addition, the Town will not use such non-bargaining unit workers to the exclusion of bargaining unit employees as it relates to overtime opportunities. Unless determined otherwise by the Town, an overtime opportunity is not created when a non-bargaining unit worker continues to perform work beyond the normal workday for a bargaining unit employee. For example, if the Town hires a contractor to perform tree work and that contractor works beyond 3:30, an overtime opportunity is not created unless the Town determines it needs bargaining unit employees to perform some of the work alongside the contractor. The Town will make reasonable efforts to maintain current staff levels as long as it is fiscally prudent to do so as determined by the Town.

12.15 The Town will reimburse employees up to a maximum of \$100 per year for any physicals required of the State and Federal Department of Transportation, provided that employees must submit a receipt within thirty (30) days of payment to the Director of Public Works from the examining physician documenting the physical and its purpose.

ARTICLE XIII
NON-DISCRIMINATION

13.0 The parties herein agree that neither shall discriminate against nor harass on sexual or other grounds any employee on the basis of race, color, religion, creed, ancestry, ethnicity, sex, sexual orientation, gender identity, age, national origin, marital status, mental or physical disability, veteran status or lawful political activity, or any other category protected by state or federal law.

13.1 Neither party shall discriminate against an employee on the basis of membership or non-membership or lawful activity in behalf of the exclusive bargaining agent.

13.2 No person shall be denied a position or a promotion solely because it will result in their working with or for a member of their family.

ARTICLE XIV
MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out work that is normally not performed by the Bargaining Unit or the discontinuation of services positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction of personnel, the suspension, demotion, discharge or any other appropriate action against its employees; the relief from work of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules, and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE XV
DISCIPLINE

All disciplinary action shall be for just cause. Such discipline may include documented verbal warning, written warning, suspension or dismissal. A progressive disciplinary policy will be followed unless the subject violation is of such a nature as to warrant more severe disciplinary action.

ARTICLE XVI
TERMS OF AGREEMENT

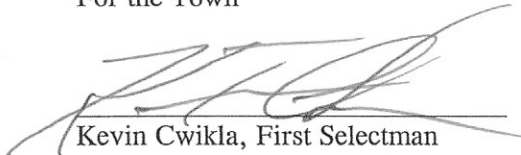
16.0 This Agreement shall remain in full force and effect for a period from the 1st day of July 2021 through the 30th day of June 2024.

16.1 Between the first day of January and the first day of February 2024, either party may notify the other that it wishes to amend or modify the Contract as of July 1, 2024.

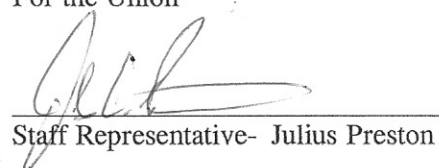
Such notification shall be in writing, sent by registered or certified mail, return receipt requested. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss amending or modifying this Agreement.

In witness whereof, the parties hereto have set their hands this 12 day of November 2021.

For the Town


Kevin Cwikla, First Selectman

For the Union


Staff Representative- Julius Preston


Chapter President - Armand Robitaille