COLLECTIVE BARGAINING AGREEMENT

By and Between The Town of South Windsor and the



UNITED PUBLIC SERVICE EMPLOYEES UNION

Local 424 – Unit 104

Public Safety Dispatchers

Community Service Officers

Support Services Technicians

July 1, 2019 through June 30, 2024

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ARTICLE I RECOGNITION

- 1.0 The Town of South Windsor, Connecticut, hereinafter referred to as the Town, recognizes the United Public Service Employees Union, hereinafter referred to as UPSEU or the Union, as the sole and exclusive bargaining agent on matters of wages, hours of employment, and other conditions of employment for all employees who are permanent and non-supervisory and who work one hundred and twenty (120) days or more per year, and who are permanent, full-time Public Safety Dispatchers, Community Service Officers, and Support Services Technicians employees in the Town of South Windsor, excluding those excluded by State law.
- 1.1 Recognition of any other bargaining agent or termination of recognition of this bargaining agent will be in accordance with appropriate Connecticut General Statutes regarding recognition.
- 1.2 It is the policy of the Town and the Union that there shall be no discrimination against any employee on account of race, color, creed, sex, national origin, or physical disability not related to job requirements.
- 1.3 Part-time, temporary, and seasonal employees are not, and shall not be, members of the Bargaining Unit.
 - (a) Part-time employees are those employees who work less than twenty (20) hours a week.
 - (b) Temporary or seasonal employees are those who are employed temporarily to supplement the work force.

ARTICLE II UNION AND TOWN SECURITY

- 2.0 All employees in the unit who are Union members on the effective date of the Agreement, or who afterward join, must remain members to the extent of paying monthly dues uniformly required of all members for the duration of this Agreement, as a condition of employment.
- 2.1 Membership not required; payment of agency fees required. All employees in the unit who are not Union members, because they exercise their right not to join, on the effective date of the Agreement shall, commencing sixty (60) days after the effective date of this Agreement or their date of hire, pay to the Union, each month, an agency fee set by the Union in accordance with amounts allowable by law.
- 2.2 Upon receipt of individual written authorization for the deduction of union dues from members of the Union or for the deduction of agency fees from other employees, the Town of South Windsor agrees to deduct said union dues or agency fees from those employees' wages payable on the first regular payroll of each month. All such requests shall be on forms provided by the Union, and shall be submitted to the Finance Department at least fifteen (15) calendar days before they are to become effective.
- 2.3 The total amount deducted each month, in accordance with the provision of this Agreement, will be remitted by the Town, to the address provided, usually the first week of the following month,

together with an alphabetical list of employees from whose wages such deductions have been made to the address provided, in writing by the Union to the Town, payable to UPSEU. Such UPSEU remittance will be made by the last day of the month in which the deductions are made.

The obligation of the Town for funds actually deducted under this section terminates upon delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee, nor the Union, shall have any claim against the Town for errors in processing of deductions unless a claim of error is made, in writing, to the Director of Finance within sixty (60) calendar days after the date such deductions were, or should have been made.

Such deductions may be raised or lowered by the Union, at any time, upon two (2) weeks' written notification to the Town by the Union official.

- 2.4 (a) The Union agrees to indemnify and hold harmless the Town for any loss or damages arising from the operation of this article.
 - (b) All meetings of Union membership at which Town Representatives are not in attendance shall be held during non-working hours.
- 2.5 The Union agrees that it shall not call, support or permit any strike, work stoppage, work slowdown, or any other action against the Town. The Town agrees that it will not lock out employees at any time.
- 2.6 The Union shall supply the Town with the names of such stewards and officers who will handle grievance, negotiations, and other Union business.
 - Any representative of the United Public Service Employees Union shall be considered as part of this list for the purpose of handling any such matters, as the Union may feel necessary.
- 2.7 Negotiations and administration of this Agreement shall be carried out in good faith by the Town Manager, or her/his designee, and the Union.
- 2.8 Any political activity or attempt to politically influence said negotiations, or the methods or results of said administration, by the use of outside parties shall be considered a breach of this Agreement, and may be just cause for grievance proceedings by either party.
 - (a) All monetary items negotiated shall be effective upon the date this Agreement is signed or on such date as is specified in the appropriate contract section.

ARTICLE III MANAGEMENT RIGHTS

3.0 Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the right, responsibility and prerogative of management of the affairs of the Town and direction of the working force including but not limited to the following:

- (a) To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change, or abolish such policies, practices and procedures.
- (c) To establish or discontinue processes or operations or to establish or discontinue their performance by employees.
- (d) To select and determine the number and types of employees required to perform the Town's operations.
- (e) To employ, transfer, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons, when it shall be in the best interest of the Town or the Department (in accordance with other provisions of the Agreement.)
- (f) To enforce rules and regulations for the discipline and personal conduct in the performance of work as described in the Town of South Windsor's Personnel Rules and Regulations that are not specifically addressed in this Agreement.
- (g) To insure that incidental duties connected with any departmental operations shall be performed by employees.
- (h) To establish contracts or subcontracts for municipal operations provided that this right shall not be used for the purpose or intention of undermining the Union or of discrimination against its members. All work customarily performed by the employees of the Bargaining Unit shall be continued to be performed unless, in the sole judgment of the Town, it can be done more economically, or expeditiously otherwise.
- (i) To create job specifications, and revise existing job specifications, when deemed necessary.
- 3.1 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.
- 3.2 The Town shall provide UPSEU with three (3) signed contracts at the time of signing. In addition, each employee shall be provided copies of the contract. Each new employee, upon hiring, shall also be provided a copy of said contract.

ARTICLE IV DISCIPLINARY ACTIONS AND PROCEDURES

- 4.0 All disciplinary actions shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.
- 4.1 Disciplinary actions shall follow the Police Department's Standards of Conduct and Operations Directives and shall normally follow this order:
 - (a) Verbal warning, with notation or order in writing.
 - (b) Written warning.
 - (c) Suspension without pay.
 - (d) Discharge.
- 4.2 Any of the above steps may be omitted depending on the severity of the discipline required.
- 4.3 No non-probationary employee shall be discharged without just cause.
- 4.4 Any non-probationary employee in the unit who shall be discharged, reduced in rank or compensation, or suspended without pay shall be presented with written reasons for such discharge, reduction, or suspension within five (5) days thereafter.
- 4.5 Any disciplinary action against an employee, with the exception of suspension without pay or discharge, will not be used in progressive discipline after a period of 18 months from the date of the action, provided that no subsequent disciplinary violations occur.
- 4.6 After five (5) years from the date of a disciplinary action, at the employee's request, the Town will petition the State Records Administrator to remove all verbal and written warnings from the employee's record and file, provided that there have been no subsequent violations.

ARTICLE V HOLIDAYS

5.0 The following days shall be paid holidays for members of the bargaining unit. Said holidays shall be the traditional calendar date on which the holiday occurs as indicated below:

New Year's Day - January 1
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday - Friday immediately preceding Easter
Easter Sunday
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veterans' Day

Thanksgiving - Fourth Thursday in November Day after Thanksgiving - Fourth Friday in November Christmas - December 25

- 5.1 When a holiday occurs during regular vacation, the employee shall not be charged with a vacation day.
- 5.2 In order for an employee to be eligible for holiday pay, he/she must have worked the full scheduled work day immediately before and after the holiday, unless his/her absence on either of such days was for valid paid sick leave or excused, in writing, by the Town, or unless the employee was on scheduled vacation leave.
- 5.3 Employees that work beyond the initial eight (8) hours on a holiday will continue to receive credited time in their holiday bank hour for hour or minute for minute over the hour mark.
- 5.4 Nothing in this Agreement shall in any way abridge the Town's right to schedule employees to work on recognized holidays. The Town, in accordance with Section 6.8 of this Agreement, may require employees to work on a holiday.
- 5.5 Holidays not used prior to the end of June will be paid in the first full pay period of June and Holidays not used prior to the end of December will be paid in the first full pay period of December in a check separate from the employee's regular paycheck. Carry over beyond the June payment is allowed if there are plans to use it before December. Payout of unused Holiday time shall be at the rate it was earned.

ARTICLE VI HOURS OF WORK

- 6.0 (a) <u>Public Safety Dispatchers:</u> The regular workweek for each employee shall be forty (40) hours per week, eight (8) hours per day in a workweek of five (5) days with two (2) consecutive days off. For workweek purposes, the schedule for Public Safety Dispatchers is on a Sunday through Saturday basis.
 - (1) Assignments to shifts shall be offered to employees by seniority. Bidding will take place four (4) weeks prior to the new schedule being posted. Shifts to bid will consist of Rotating Mid Watch, Straight Mid Watch, Rotating Day Watch, Straight Day Watch, Rotating Swing Watch, Straight Swing Watch, Rotating Relief Watch, and Straight Relief Watch.

"Straight" means that the days off for the particular watch are fixed. The employee is assigned to work for five consecutive days and then has the same two consecutive days off each week.

"Rotating" means that the days off for the particular watch advance one day each week of the schedule. An employee assigned a rotating schedule will work six consecutive days followed by two consecutive days off.

- (2) During each eight (8) hours shift, employees shall be allowed a paid one-half (1/2) hour for lunch, but employees shall be available if needed.
- (3) The Public Safety Dispatcher workday (24 hours) shall consist of six (6) primary shifts, or watches:

Rotating Mid Watch (6 days on, 2 off) Straight Mid Watch (days off Thurs, Fri) Rotating Day Watch (6 days on, 2 off) Straight Day Watch (days off Sat, Sun) Rotating Swing Watch (6 days on, 2 off) Straight Swing Watch (days off Sun, Mon)

Relief Watch covers primary shift days off as follows:

Rotating Relief Watch (6 days on, 2 off) Straight Relief Watch (days off Tues, Wed)

- (4) Schedule to be published at least seven (7) days prior to beginning of schedule.
- (5) The Town will maintain a staffing of two (2) qualified employees at the discretion of the Support Services.
- (6) Any member assigned to the midnight shift shall receive a 3% pay differential after completion of the full, normally assigned shift. (Does not apply to midnight overtime shifts or any approved time off.)
- (b) <u>Community Service Officers & Support Services Technicians:</u> The regular workweek for each employee shall be forty (40) hours per week, eight (8) hours per day in a workweek of five (5) days with two (2) consecutive days off. For workweek purposes, the schedule for Community Service Officers & Support Services Technicians is on a Sunday through Saturday basis.
 - (1) Shift Hours:

Day watch 7:00 am-3:00 pm, Mon. through Fri. Swing Watch 3:00 pm - 11:00 pm, Tues. through Sat.

Assigned personnel may, however, work other flex type hours with the approval of their supervisor. (ex. 8 am - 4 pm, 11 am - 7 pm) without expense to the Town. Personnel in Community Service Officer Positions will not normally be assigned to work on holidays covered by this agreement.

6.1 Time and one-half (Overtime) shall be paid when the number of actual hours worked exceeds forty (40) hours in any one (1) workweek.

For the purposes of calculating overtime compensation, "actual hours worked" shall include all hours EXCEPT unscheduled sick time (book off). Sick time is considered unscheduled when it is requested less than 48 hours in advance.

In the event of an order-in during the same pay period as an unscheduled sick leave, the overtime will be calculated at time and one half $(1 \frac{1}{2})$.

6.2 Holidays worked:

- (a) Holidays worked shall be compensated at the rate of time and one-half (the employee's regular rate of pay) in addition to holiday pay on any holiday that is listed in Section 5.0 of this Agreement. There shall be no duplication or pyramiding of overtime pay, or premium pay, for the same hours worked.
- (b) Holiday hours worked by an employee normally scheduled to be off, shall be at two (2) times the employees regular rate of pay in addition to holiday pay for the following holidays: Christmas, New Years, Easter and Thanksgiving. There shall be no duplication or pyramiding of overtime pay or premium pay for the same hours worked.
- 6.3 (a) Overtime rates shall be paid for not less than four (4) hours to any employee called to work for any unanticipated duty not continuous with his/her regular workday.
 - (b) Overtime rates shall be paid for not less than two (2) hours to any employee for any scheduled activity not contiguous with his or her normal working hours.
 - (c) Employees ordered to work overtime within sixteen (16) hours of the call-out will be paid at two (2) times their regular hourly rate of pay. This provision shall exclude any employee from double dipping with regards to pay.
- 6.4 Full-time employees will be given preference for overtime assignments, by seniority.
 - (a) Public Safety Dispatchers: Overtime will be filled by first contacting Public Safety Dispatchers, then those certified for dispatch duties from Support Services Technicians, then any other dispatch certified employee.
 - (b) Community Service Officers: Overtime will be filled by first contacting Animal Control personnel, then other employees approved to perform animal control duties.
- 6.5 The Town shall have the right to assign overtime work as required and in a manner consistent with the operational requirements of the Police Department. Employees shall be given as much notice as possible for overtime opportunities. Overtime shall be filled in accordance with the Operations Directive.

Employees shall have the option of declining to work overtime except:

- a) In any emergency situation as determined by the Chief of Police or his/her designee; or
- b) Continuation of a regular shift or assignment, or until properly relieved.
- 6.6 Communication Training Officers (CTO) will receive compensation in the form of a 12% salary adjustment for every hour that they are assigned to work training an Public Safety Dispatcher trainee or other department personnel. This special function compensation is intended to compensate the Public Safety Dispatcher for the additional duties imposed by the Town while acting as a CTO.

6.7 Compensatory time may be taken in lieu of overtime payment if mutually agreed between the employee and his/her supervisor. Such time will be based on time and one-half (1-1/2) the employees pay rate, with a maximum accrual potential of forty (40) regular hours which must be used during the calendar year in which it is earned. There will be no carryover of compensatory time to the next calendar year under any circumstances. Plans to use compensatory time must be made known as soon as possible, but no later than forty-eight (48) hours (excluding weekends) before the time is to be taken. Every effort will be made, notwithstanding the above, to accommodate an employee's request for use of such time. Compensatory time earned, but not used by the end of the calendar year, shall be paid to the employee at the rate of time and one-half (1-1/2) his/her regular rate of pay, up to the limit of the equivalent:

Compensatory time not used prior to the end of June will be paid in the first full pay period of June and compensatory time not used prior to the end of December will be paid in the first full pay period of December in a check separate from the employee's regular paycheck. Carry over beyond the June payment is allowed if there are plans to use it before December. Payout of unused compensatory time shall be at the rate it was earned.

6.8 Upon leaving, employees will be entitled to all unused earned and holiday time.

ARTICLE VII VACATIONS

- 7.0 The vacation year for each employee shall commence on his/her anniversary date of employment.
- 7.1 Vacations will be based upon the following schedule:

Years of Service After Completion	
1	10
4	15
9	18
14	20
21	(21 days plus 1day for each year up to a maximum of 25 days)

After six (6) months of employment, an employee may request to take, in advance, five (5) of the ten (10) vacation days he/she will have earned after the completion of one (1) year of employment.

7.2 The vacation sign-up schedule shall be posted in the Communications Room (Public Safety Dispatchers), not later than January 10 of each year. Vacation requests shall be considered by the order of receipt.

- 7.3 The Town shall determine the number of employees, by position, shift assignment, and vacation time requested who will be authorized vacation leave based on the order of receipt referred to in Section 7.2. The decision of the Department Head shall be final.
 - (a) Tentative vacation schedules will be prepared annually to avoid the disruption of work schedules. When employee's choice of vacation dates results in conflicts, preference will be given by order of receipt. Schedules are subject to the approval of the Department Head; said approval to be given within seventy-two (72) hours of officially submitted request.
- 7.4 No vacations shall be taken during the first six (6) months of employment.
- 7.5 After one (1) year of employment, the employee may use any earned vacation time as per Section 7.1. Vacation time, earned in the previous vacation year, must be taken prior to the completion of the second anniversary year. The maximum accumulation allowed at any time is twenty-five (25) days, unless written permission is granted by the Town Manager.
- 7.6 Upon termination, employees will be entitled to all unused vacation time.

ARTICLE VIII LEAVE PROVISIONS

- 8.0 Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion; but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, or to meet dental appointments, or to take physical examinations, or other sickness prevention measures. Qualifying leave under the Family Medical Leave Act (FMLA) shall run concurrently with an employee's sick leave. Sick leave shall accrue to each employee as follows, and subject to the restrictions listed below:
 - (a) Sick leave shall accrue at the rate 2.77 hours for each week of employment, with a maximum accumulation of one hundred and fifty (150) days.
 - (b) Sick leave shall not accrue during any leave of absence without pay or suspension.
 - (c) A doctor's certificate shall be required by the Department head after five (5) consecutive days of absence due to illness, or if abuse of sick leave is indicated.
 - (d) The Town reserves the right to check on any employee where there is reason to believe that there may be a misrepresentation of material facts relating to sick leave.
 - (e) Pregnancy, or maternity, shall be considered a valid reason for sick leave.
- 8.1 Special leave of absence with pay will be granted under the following conditions to authorized Union Representatives for attendance at conferences, institutes, or seminars sponsored or endorsed by the Union.
 - (a) Written request for such leave shall be submitted by the employee and his/her alternate to his/her Department Head at least five (5) calendar days prior to the first day of such requested leave, and shall be accompanied by evidence satisfactory to the Department Head that the request has been approved by the Union.

- (b) Not more than an aggregate total of five (5) days of leave from scheduled duty shall be granted annually, with pay under this section, but leave without pay, aggregating an additional six (6) days, may be granted annually by the Town Manager.
- (c) The Department Head may deny a request for either a paid or unpaid leave submitted under this section if, in his/her opinion, the absence from duty of the employee during the period of requested leave would be detrimental to the best interest of the Town, because of operating requirements. Such leave shall not be unreasonably denied. When such leave is for a period longer than one (1) day, the Department head or his/her designee may deny leave to any other bargaining unit employees who would otherwise be on scheduled duty during part of the proposed period of leave.
- (d) The Department Head, within three (3) calendar days after receiving a request for leave under this section, shall notify the employee, in writing, of the granting or denial of such request. In granting any such request, he/she may require that the employee shall, upon his/her return to duty, show evidence of his/her attendance at the conference, institute, or seminar for which the leave was granted.
- (e) It is recognized that an employee who is granted leave with pay under this section is granted such leave in his/her capacity as a representative of the Union, as distinguished from his/her service as an employee of the Town; and, therefore, it is agreed that during the period of such leave the Town shall have no greater legal or other obligation to such employee absent from duty on authorized leave without pay.

8.2 Injury leave.

- (a) Injury leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. Injury leave shall be compensated at eight (8) hours per day or forty (40) hours per week up to a maximum of twenty-six (26) weeks.
- 8.3 The Town shall grant three (3) days paid personal leave per fiscal year to each employee on their anniversary date. These days are non-cumulative and must be taken prior to the end of the anniversary year in which it is earned. Any personal leave days remaining at the end of the anniversary year shall be forfeited.
 - (a) The employee shall provide a written request to the Department Head with at least forty-eight (48) hours' advance notice in order to take personal time except that, in the case of an emergency, the notice requirement can be waived by the Department Head, or his/her designee. Such request shall not be unreasonably denied.
- 8.4 In the event of the death of a child, current spouse or life partner, a total of ten (10) days of leave shall be granted, with the first four (4) days taken as funeral days and the remaining six (6) days, only if available, taken as sick days.
 - In the event of a death in the immediate family, leave of three (3) working days per occurrence with pay shall be granted. The immediate family shall include mother, father, sister, brother,

mother-in-law, father-in-law, brother-in-law, sister-in-law, or any relative living in the employee's household.

In the event of a death of other family members, leave of two (2) working days with pay shall be granted for the purpose of attending a funeral. Other family members shall include grandparents, grandchild.

In the event of a death of an aunt, uncle, niece, nephew, and first cousin, leave of one (1) working days with pay shall be granted for the purpose of attending a funeral.

Additional funeral leave may be granted by the chief of Police in extenuating circumstances using sick leave time.

Any time off designated as funeral leave shall not affect sick leave accrual. There will be no banking of holiday time if actual funeral time is being used.

- 8.5 If any employee becomes ill for more than three (3) days while on vacation leave, provided the request is supported by a physician's certificate acceptable to the Department Head; such sick time shall be charged against "sick leave" and not "vacation leave," but only if the illness is for more than three (3) days.
- 8.6 Employees shall be granted leave with pay for the following reasons, and subject to the following restrictions:
 - (a) Jury duty.
 - (b) Any other required appearance before a court, or public body, except where the employee is the litigant in a private action.
 - (c) Participation in short-term military training in the Federal Reserve or National Guard
 - (d) Participation in conferences or official meetings which enhance the employee's value to the Town and are approved by the appointing authority.

In case the employee receives any pay or remuneration such as a fee for jury duty or military pay, or a scholarship or fellowship, his/her Town salary shall be reduced by that amount for the duration of the leave.

8.7 Time off with full pay shall be granted for three (3) on-duty UPSEU employees for the purpose of contract negotiations with the Town.

ARTICLE IX INSURANCE

9.0 The Town shall provide, for active employees and their dependents, the following insurance plans or their equivalent with the Town contributing eighty-five (85%) percent of the cost and each employee contributing fifteen (15%) percent of the cost for his/her coverage.

All Union employees will participate in the Anthem Blue Cross/Blue Shield High Deductible Health Savings Account (HSA). The HSA shall have the following deductibles: \$2,000 for individual/\$4,000 for family

The HSA will be funded by the Town as follows:

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January 1, 2020 – $800 Single / $1600 2-person or family
January 1, 2021 – $600 Single / $1200 2-person or family
January 1, 2022 – $400 Single / $800 2-person or family
January 1, 2023 – $200 Single / $400 2-person or family
January 1, 2024 - $0 Single / $0 2-person or family
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For those employees who are eligible for insurance through the Town but are ineligible to participate in the HSA or commence employment with the Town after February 1 and before December 1, the following plans shall be provided until the employee is eligible to participate in the HSA the following January 1 with the Town contributing eighty percent (80%) of the cost and each employee contributing twenty percent (20%) of the cost for his/her coverage.:

Anthem Blue Cross/Blue Shield – Century Preferred - PPO;

The Town shall also continue to offer eligible employees Anthem Dental Benefits with the Town contributing eighty-five percent (85%) of the cost and each employee contributing fifteen percent (15%) of the cost for his/her coverage.

The following plan changes shall take effect 1/1/2020:

For the HDHP & PPO: The Town will implement Prescription Management provisions modeled on the Managed Prescription 2 Program. Current employees hired prior to July 1, 2019 that are currently taking medication affected by this program will be grandfathered in.

For the HDHP & PPO: The Town will implement Prior Authorization for selected High Cost Diagnostic Imaging services (elective, non-emergency, non-inpatient).

For the HDHP & PPO: The Town will implement Prior Authorization for PT/OT/ST benefits.

- 9.1 The Town shall also provide active employees with the following insurance plans:
 - (a) Life insurance determined by annual salary to nearest One Thousand Dollars (\$1,000.00) of salary. Includes a dismemberment provision. The Town contributes one hundred percent (100%) of the cost.
 - (b) Accidental Death and Dismemberment Insurance. Town pays one hundred percent (100%) of the cost.
- 9.2 If an employee retires (with at least ten (10) years of service with the Town), he/she may receive the same insurance coverage they had upon retirement, at the employee's expense, at Town Group rates subject to insurance company regulations. Retirees may not add new dependents once retired.

Retirees remaining on the Town's health coverage will be subject to any plan changes negotiated in any future contract.

- 9.3 The Town reserves the right to change health carriers if services may be provided more economically or effectively, provided these services are equal to or better than the, existing plan, and this will be done with input from the Union.
- 9.4 Any employee may elect, on a completely voluntary basis, to waive Town-provided health insurance coverage, If a benefit eligible employee is not covered under any Town issued medical or dental insurance, the Town will pay a total of three thousand dollars (\$3,000) per year to each such employee, in quarterly installments each year that the waiver is enforced.

ARTICLE X PENSION

10.0 The following language for the defined benefit will be effective as of June 30, 2019.

This will affect only those employees hired before July 1, 2008. (see 10.2 for those hired July 1, 2008 or later)

Eligibility for Membership in the Retirement System: An employee must have at least one year's service as a full-time employee, and must have reached the age of 21 to be eligible for membership in the retirement system. One Hundred percent (100%) vesting of retirement benefits shall occur after five (5) years of continuous service.

10.0.1 Pension Buyback

Employees who are active members of the Pension Plan shall have the option to purchase service credit, in yearly increments, up to a maximum of one (1) year of service for which the member was an employee, but did not contribute to the defined benefit plan.

The employees will be offered, with proper notification from the Town, an open window period of three (3) months in which to notify the Town of their intention to buy back said years of service.

The required contribution shall be made within eighteen (18) months from the date of notification from the Town pension plan as to the amount the employee must contribute. The contribution can be made as a one-time lump sum payment or paid on a monthly basis over the eighteen (18) month period. Payment shall be by check made payable to the Town of South Windsor.

10.1 The Town of South Windsor shall provide the following pension benefit subject to the rules and conditions of the pension plan and/or the insurance company.

Service Definitions

- (a) "Service" means employment as an employee of the Employer or any Associated Employer.
- (b) "Continuous Service" for the purposes of meeting the eligibility requirements and vesting means the number of whole years of Continuous Service of the employee with the Employer or any Associated Employer subject to item (c) below.
- (c) Any year of Continuous Service throughout which the employee elected not to make required Member Contributions shall be excluded for purpose of eligibility and vesting.

Definitions

- (a) "Earnings" means the Member's basic earnings received from the Employer and all Associated Employers during the Plan Year, excluding overtime pay, bonuses, any other compensation, and all earnings received for any period during which he/she did not make required Member Contributions.
- (b) "Final Average Earnings" means the Member's average monthly earnings during the last 36 months immediately preceding the Member's Normal Retirement Date or, if earlier, the Member's Early Retirement Date, date of termination, date of disability, if applicable, or date of death. In the event that a Member does not receive earnings for at least 36 months, his/her final Average Earnings will be determined from the Earnings during his/her total months of service.
- (c) "Normal Form" means a form of benefit providing monthly benefit payments to the Member for life as of the date the Member becomes a Retired Member with a single sum death benefit to be paid to a beneficiary in accordance with Section 6, if the total of all benefit payments made or due to the Retired Member does not equal or exceed his/her Member Accumulation.
- (d) Credited Service equals item (d-1) plus, item d-2
 - (d-1) The number of whole years and completed months of Service of the member with the Employer or any Associated Employer while in the Eligible Class beginning on the date he/she first began making required Member Contributions and before his/her Normal Retirement Date, subject to the provisions of paragraph 1.04(c).
 - (d-2) Any period of Service during which the Active Member elected not to make required Member Contributions shall be excluded for purposes of determining Credited Service.

Member Contributions

Each month an Active member in the Eligible Class shall make a Member contribution. The amount of the Contribution shall be as follows:

Six percent (6%) of his/her earnings during the month while in the Eligible Class during the current Plan Year.

Normal Retirement Date

"Normal Retirement Date" means the first day of the month coinciding with or next following an employee's anniversary of twenty five (25) years of service

or

The first of the month coinciding with or next following an employee's fiftieth (50th) birthday and ten (10) years of service.

Amount of Retirement Benefit at Normal Retirement

- (a) On or after July 1, 2013, an active member in the eligible class who makes contributions who retires from service on his/her normal retirement date will receive monthly retirement benefits in the normal form equal to item (1) times item (2), subject to item (3) and items (b) and (c) below and, if applicable, further adjusted for cost of living.
 - (1) 2% for credited service years 0-20 and 2.5% for credit service years 21-30 of his/her Final Average Earnings. Effective July 1, 2017: 2.25% for credited service years 0-20 and 2.5% for credit service years 21-30 of his/her Final Average Earnings.
 - (2) His/her Credited Service up to and including thirty (30) years. Effective July 1, 2017: His/her Credited Service up to and including thirty-four (34) years.
 - (3) Provided, however, the amount of retirement benefit will not be less than the amount provided for the member under the old plan.
- (b) If a Member transfers from one Employee Group to another Employee Group or from one Account to another Account under this Plan any retirement benefit credited to him/her under the former Employee Group or Account, to this date of transfer, will become frozen under the former Employee Group or Account. This retirement benefit will be payable to him/her on his Retirement Date under the provisions of the new Employee Group or Account, and will be used to offset any benefit which may have been credited to him/her under the provision of his/her new Employee Group or Account

Retirement Benefits will be credited to such transferred Member under the conditions of his/her new Employee Group or Account, based upon all years of Service, including Service credited to him/her under any other Employee Group or Account. Upon reaching his/her Retirement Date, he/she will receive a yearly amount of retirement benefit under the provisions of the New Employee Group or Account, offset by the yearly amount of retirement benefit, if any, payable to him/her under the provision of his former Employee Group or Account.

(c) In no event will the benefit provided for a Member be less than the yearly amount of benefit provided for him/her on the date of transfer from one Employee Group or Account to another Employee Group or Account or, if greater, the amount of retirement benefit in force for the Member under the Group Annuity Contract immediately before January 1, 1984, determined from the contract.

Maximum Benefit

Where, but for this provision, the sum of the defined benefit plan fraction and the defined contribution plan fraction would exceed 1.0, the Annual Additions to the Member's account under, the defined contribution plan for the Plan Year shall be limited to the extent necessary under Federal regulations to preclude the sum of the defined benefit plan fraction, and the defined contribution plan fraction from exceeding 1.0.

The maximum yearly pension benefit, under the defined benefit plan, to which employee will be entitled is 65% of the Final Average Earnings. Effective July 1, 2017, the maximum yearly pension benefit, under the defined benefit plan, to which employees will be entitled is 70% of the Final Average Earnings.

10.2 Employees hired after July 1, 2008:

Those employees hired on or after July 1, 2008, may elect to participate only in the Town's ICMA Defined Contribution 401 (a) Pension Plan.

Participants may elect to join the plan on the first day of any month after the start of their employment. Participants shall control the investment options of all funds in the plan.

Each week an enrolled active member in the eligible class shall make a member contribution. The amount of the contribution shall be as follows:

After one year of employment the Town shall contribute 6% and the participant must contribute at least 6% of his/her base earnings each year. The employee has the option of putting in between 6% and the IRS maximum allowable contribution. The maximum employee contribution amount will be governed by current IRS regulations. Once an employee elects a contribution percent, as stated in IRS regulations, the employee may not change his/her percent while employed by the Town of South Windsor.

Vesting:

Participant shall be vested in the plan on a pro-rated basis as follows:

After completing:

One year of continuous service = 20%

Two years of continuous service = 40%

Three years of continuous service = 60%

Four years of continuous service = 80%

Five years of continuous service = 100%

Participants are always 100% vested for their personal contributions

Normal retirement date:

Employee has reached age 60

ARTICLE XI SAFETY & HEALTH

- 11.0 A joint safety committee shall be formed by the Town and the Union. Said committee may meet quarterly to review and recommend safety and health conditions.
- 11.1 The Town shall provide, without cost to any member, the laundering of required uniforms and clothing. Said cleaning will be provided on a regularly scheduled basis as mutually agreed upon by the Town and the Union.

The Town shall provide uniforms and equipment as needed on a turn-in basis.

Upon termination of employment with the Town of South Windsor, each member agrees to turn in all uniforms and equipment issued by the Town.

The Town will provide to Public Safety Dispatchers and personnel assigned as Support Services Technicians the following uniform clothing at no cost to the employee:

- (4) Polo shirt with department logo; short or long sleeve
- (4) Black pants
- (1) Black belt

(Black shoes or black boots must be worn. Shoe allowance will be provided in accordance with Section 11.2)

The Town will provide to personnel assigned as Community Service Officers uniform clothing at no cost to the employee:

- (4) Uniform shirts; short or long sleeve
- (4) Pants
- (l) Belt

(Black shoes or black boots must be worn. Shoe allowance will be provided in accordance with Section 11.2)

- 11.2 The Town shall make an annual reimbursement of up to \$200.00 per contract year for the provision of work related footwear. Employee must provide the Town with a receipt of such purchase.
- 11.3 The Town shall pay for the cost of replacement of an employee's prescription glasses and hearing aids if broken while on duty unless the breakage is caused by the negligence or willful act of the employee.
- 11.4 The Town shall provide, free of charge to the employee, an injection annually for the prevention of flu, common and contagious diseases-such as poison ivy, flu, poison oak, tetanus, etc.
- 11.5 The Town shall provide for a drug and alcohol-testing program meeting all Federal and State requirements.

ARTICLE XII SENIORITY

- 12.0 The Town shall maintain a current list of employees in the bargaining unit who have regular status. A copy of such list may be furnished to the Union once per fiscal year upon written request.
- 12.1 All new Public Safety Dispatchers, Community Service Officers, and Support Services Technicians shall serve an eighteen (18) month probationary period, during which time he/she will have worked as a full-time employee and shall have completed successfully, all schooling and training requirements. Probationary employees cannot use the grievance procedure during their probationary period, with reference to their probationary status.
- 12.2 All employees who have successfully completed their probationary period shall be permanent full-time employees in the classified service, and shall acquire length of service records as of the date of their employment. If more than one (1) appointment is made on the same date, the seniority of such appointees shall be in order of appointment from the eligibility list.
- 12.3 At least fifteen (15) days prior to the expiration of the new employee's probationary period, the Department Head shall notify the Town Manager, in writing, that the services of the employee were satisfactory, and he/she shall continue the employee who shall receive a regular appointment in his/her position; or that the services of the employee were unsatisfactory based on the supervisor's working test, and that he/she will not continue the employee in his/her position. Upon such removal, the Department Head shall report to the Town Manager and to the employee removed, his /her actions and reason therefore. No appeal is allowable from dismissal during the probationary period.

12.4 Layoffs:

Laid-off full-time employees (within classification) with the most seniority shall be rehired first, and no new employees shall be hired in these classifications until all laid-off employees in those classifications have been given an opportunity to return to work.

Layoffs shall take effect as follows:

- (1) Part time employees.
- (2) Probationary employees.
- (3) Full-time employees with the least seniority first

ARTICLE XIII GRIEVANCE PROCEDURE

- 13.0 For the purpose of this Agreement, the term "grievance" means any dispute between the Employer and the Union or between the employer and the employees concerning the effect, interpretation, application, or claim, or breach, or violation of this Agreement.
- Any employee or Union grievance shall be settled in accordance with the following procedures from the date of the occurrence or the discovery of the incident:

- (a) Step 1- The aggrieved employee and/or his/her steward or representative shall take up the grievance matter with the immediate supervisor in an effort to get the grievance resolved immediately. Step I grievance shall be in writing, submitted within fifteen (15) days of the occurrence of the grievance.
- (b) Step 2 If the grievance is not settled in the first step, the grievance will be submitted in writing to the Department Head within fifteen (15) working days. The Department Head will adjust the grievance at once, or give an answer to the Union, in writing, within ten (10) working days of the receipt of the grievance.
- (c) Step 3 If the Union is not satisfied with the answer received in Step 2, they may elect to present the written grievance to the Town Manager within ten (10) working days, who shall hold a hearing within fifteen (15) working days to discuss the grievance in an attempt to resolve it. If the grievance is not resolved by the Town Manager immediately, the Union shall be given an answer by the Town Manager, in writing, within fifteen (15) working days of such hearing.
- (d) Step 4 If the Union is not satisfied with the answer given by the Town Manager, they may elect to submit the grievance to the State Board of Mediation and Arbitration. Any costs of arbitration before the State Board of Mediation and Arbitration shall be divided equally between the Town and the Union; and the decision of the arbitrators shall be final and binding upon both parties.
 - However, the Town, at its own discretion, may exercise the option of having the grievance presented to the American Arbitration Association (AAA) for resolution. Should the Town exercise this option the, Town will pay the full cost of the arbitrator and any associated filing fee. The Town and the Union will divide equally the cost of the court reporter. The Town and the Union will each be responsible for the cost of any requested transcripts.
- 13.2 Witnesses, officials of the Union, and/or the aggrieved party shall not receive compensation from the Town for the time spent at grievance hearings during nonworking hours.
- 13.3 Grievance hearings in Steps 2 and 3 shall be held, whenever possible, during working hours. The employer shall allow the employees and the Union Steward or Officers the necessary time off, without loss of pay, to resolve any such grievance. No hours beyond the normal workday will be paid for under this section.
- 13.4 Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she so desires; but no agreement shall be made that is contrary to any of the terms of this agreement.
- 13.5 Grievance time limits may be waived by mutual consent.

ARTICLE XIV WAGES

14.0

	2.0%	2.0%	2.25%	2.25%	2.25%
	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Step 1	55,736.88	56,851.61	58,130.77	59,438.71	60,776.08
Step 2	58,929.48	60,108.07	61,460.50	62,843.36	64,257.34
Step 3	62,114.94	63,357.24	64,782.78	66,240.39	67,730.80
Step 4	65,307.54	66,613.69	68,112.50	69,645.03	71,212.04
Step 5	68,928.54	70,307.11	71,889.02	73,506.52	75,160.42

Entry level Community Service Officers and Support Services Technicians will be paid at Step 1.

Effective and retroactive to July 1, 2019, each employee shall receive a 2.0% General Wage Increase (GWI).

Effective July 1, 2020, each employee shall receive a 2.0% General Wage Increase (GWI).

Effective July 1, 2021, each employee shall receive a 2.25% General Wage Increase (GWI).

Effective July 1, 2022, each employee shall receive a 2.25% General Wage Increase (GWI).

Effective July 1, 2023, each employee shall receive a 2.25% General Wage Increase (GWI).

- 14.1 Classification: Copies of the current job descriptions for the position of, Public Safety Dispatcher, Community Service Officer, and Support Services Technician Classifications, are attached herein for the information of the employees only (Appendix A.)
- 14.2 Longevity. Annual longevity payments, as additional compensation, shall be made in accordance as follow:

Years of Service	Annual Payment
After five (5) years of service	\$70.00
After ten (10) years of service	\$140.00
After fifteen (15) years of service	\$175.00
After twenty (20) years of service	\$230.00

Service shall be calculated from the first date an employee is appointed as a full-time employee of the Town.

These payments shall be made annually during the pay period in which the employee's anniversary date falls. There shall be no prorating of longevity payments if the employee terminates service prior to his/her anniversary date of hire.

There will be no longevity payments for those employees hired after 7/1/2019.

- 14.3 All employees are required to enroll in Direct Deposit and have paperless paychecks.
- 14.4 Should all unions agree and should it be the desire of the Town, the Town will move to bi-weekly pay. The implementation will take place during a month that has three pay periods.

ARTICLE XV OTHER CONDITIONS

15.0 The Town will allow the installation of one bulletin board in an accessible place in the Police Department.

ARTICLE XVI SAVINGS CLAUSE

16.0 If any Article, Section, sentence, clause, or phrase of the Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision; and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article, Section, sentence, clause, or phrase.

ARTICLE XVII CONVERSION OF SICK LEAVE

17.0 Upon voluntary termination in good standing of an employee who has worked for the Town a minimum of ten years, death, or retirement by an employee, payment shall be made to the employee or his/her beneficiary for unused sick leave days in the amount of fifty percent (50%) payment of accrued sick leave up to a maximum of one hundred thirty five (135) days. Employees hired after July 1, 1997 shall not be entitled to the sick leave conversion provisions of this article except in the case of death (while employed by the Town of South Windsor) an employee's beneficiary will receive the sick leave conversion provision of this article.

Dismissal for just cause shall result in forfeiture of accrued sick leave.

ARTICLE XVIII COMPLAINTS

18.0 All complaints received about bargaining unit employees shall be investigated as quickly as possible by the Department Head or his/her designee. Employees shall be notified of complaints received within five (5) working days.

- 18.1 When a preliminary investigation determines that there are reasonable grounds to believe that a complaint is valid, a sworn statement shall be prepared before an employee is so charged.
- 18.2 Employees who are charged as a result of a complaint shall be advised of the facts and circumstances of the complaint, be given a copy, and be given an opportunity to respond. Employees are entitled to Union representation.
- 18.3 Employees shall be entitled to all of their rights under Article IV, Disciplinary Actions and Procedures.

ARTICLE XIX EDUCATIONAL REIMBURSEMENT

- 19.0 The Town shall provide an educational reimbursement not to exceed two thousand dollars (\$2,000) per employee per year, in approved courses of study or training. The employee must remain employed with the Town for one year. If the employee voluntarily terminates employment prior to one year, they will be required to repay the incentive. A grade average of "C" (or, in the case of a Pass/Fail class, a passing grade) or better must be maintained.
- 19.1 Upon an employee's graduation from an accredited college, employee shall receive a one-time stipend of:

Associate's Degree - \$500

Bachelor's Degree - \$750

Master's or Post-Grad Degree - \$1,000

ARTICLE XX DURATION

- 20.0 This agreement shall become effective July 1, 2019, and shall remain in effect until June 30, 2024, and from year to year thereafter, unless either party notifies the other, no later than one hundred and twenty (120) days prior to the expiration date above, that it wishes to modify or change this agreement in any manner.
- 20.1 Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party.
- 20.2 This Agreement shall remain in full force and effect during such negotiations, and all increases in wages and benefits shall be retroactive to the expiration date specified in Section 20.0 .above.

IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed at South Windsor, Connecticut

This 20th day of August, 2019.

TOWN OF SOUTH WINDSOR

UNITED PUBLIC SERVICE EMPLOYEES UNION, Unit 104

Michael Maniscalco, MPA

Town Manager

Kevin E. Boyle Jr.

President

Scott P. Custer Chief of Police Patrick Kelley

Unit Vice President

Appendix A (Job Descriptions)

PUBLIC SAFETY DISPATCHER

GENERAL STATEMENT OF DUTIES

Operates central switchboard, radio communications equipment, computer terminals; does related work as required.

SUPERVISION RECEIVED

Works under the supervision or Chief of Police who issues instructions and checks work for conformance with established procedures.

EXAMPLES OF DUTIES

Operates central switchboard, routes calls to appropriate offices; receives and types complaints and requests for services; dispatches police, fire, medical and public works units; transmits information to and from police, fire, medical and public works personnel and other agencies on such matters as crimes, fires, accidents, escapes, missing and wanted persons, stolen property and emergencies via telephone, radio and computer; keeps records of messages, complaints, and information received and transmitted; clerical, typing, and statistical work in connection with routine records.

MINIMUM QUALIFICATIONS, KNOWLEDGE, SKILL AND ABILITY

Ability to speak the English language clearly: ability to operate a variety of communications equipment; ability to work effectively with others; ability to type efficiently; clerical aptitude; ability to follow written and oral instructions, ability to operate a variety of computer equipment and programs, ability to perform using common sense and good judgment to make decisions in routine and emergency situations, and ability to obtain and maintain certification of state-mandated training (OSET, COLLECT, and E-911) as well as in- house training (communications standardized training program, and, emergency medical dispatch EMD)

PHYSICAL REQUIREMENTS

Applicants must possess normal hearing and speech.

EXPERIENCE AND TRAINING

Graduation from high school with some experience as a telephone and/or radio operator or an equivalent combination of employment or background in emergency services and training which will provide the skills, knowledge, and ability required by the class.

COMMUNITY SERVICE OFFICER

NATURE OF WORK

This is work primarily comprised of enforcing the animal control laws and regulations of the State and the Town in order to insure both proper treatment of animals by humans, and the protection of humans and property from vicious or dangerous animals or nuisance conditions the animals may create other miscellaneous duties of a general community service nature unrelated to animal control may be provided from time to time.

Work involves a variety of tasks including field investigation of complaints, issuance of summons, care and treatment of animals, issuance of licenses, and clerical work in maintaining and compiling reports and statistical information. In addition, the Community Service Officer is also responsible for the good condition of the animal shelter and the animals temporarily housed there. The Community Service Officer may be assigned to investigate minor motor vehicle crashes, motor vehicle lockouts and assigned to perform traffic control functions. The Community Service Officer may also be assigned to assist police officers with other service activities. The Community Service Officer must be able to respond to emergencies during non-standard work hours. Work is reviewed through observation of results achieved and problems resolved.

ESSENTIAL JOB FUNCTIONS

(The following are illustrative of the duties and responsibilities associated with this position, but are not intended to be all inclusive.)

Responds to various nuisance complaints regarding animals, especially dogs; investigates matters pertaining to roaming, barking, vicious or destructive animals; as necessary, captures or picks up stray animals and impounds them for further treatment or disposition; enforces all animal and dog control laws of the State and the Town; writes summons, orders warnings, and nuisance abatements to owners who are violating pertinent laws and regulations; investigates complaints of cruelty to animals by persons and of domestic animals killed by dogs; conducts survey of unlicensed dogs; keeps log of activities pertaining to animal control work; attends to injured or ill animals in the possession of the Town, or who may become the responsibility of the Town due to neglect by their owners; removes animals trapped in confined spaces; transports animals to veterinarian for treatment or euthanasia; supervises and maintains the operation of the animal shelter, including building cleaning tasks. Cleans and feeds animals at the shelter; prepares necessary records for Town and State reports, and complies other information and reports as warranted; order supplies and maintains inventory for animal control functions of the Town; collects fees generated by animal control activities, and accounts for all money so collected; promotes humane care practices for animals by publicizing information about the proper treatment of animals; attends community meetings and schools to make presentations about humane treatment matters and the proper care of animals; arranges for adoptions of animals; performs traffic duties at vehicle accidents and in other emergency situations when required; delivers daily

mail to and from the Town Hall, transports delivery pouches of other Town records and data to and from various locations; promotes and maintains positive community relations.

EDUCATION AND EXPERIENCE

Graduation from high school, with prior work experience of at least one year or specialized training in the care and maintenance of animals required. Advanced course-work in veterinary science, animal husbandry, or a similar field or knowledge of State laws pertaining to animal control desirable. A driver's license is also required.

In lieu of the above, any equivalent combination of training and experience that provides the following knowledge, abilities and skills may be considered at the discretion of the Town.

KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge of the behavior traits of animals especially dogs; Considerable knowledge of the proper methods of humane treatment and care of animals, including feeding, confinement, and physical needs; knowledge of basic veterinary practices followed in the care and treatment of animals; knowledge of the State and Town laws and regulations pertaining to animal control and the avoidance of nuisance behavior, or the ability to acquire such knowledge in a short period of time; ability to communicate effectively, both orally and in writing; ability to investigate complaints to determine the factual conditions surrounding a particular incident or series of incidents; ability to establish effective working relationships with other public safety officers, citizens, angry complainants, owners of animals, and group interested in promoting animal welfare; ability to compile reports and maintain statistic and financial records of some complexity; ability to use and become proficient with specialized equipment to control animals, such as a tranquilizer dart projector, a catch pole, or other animal traps or containment devices.

SUPPORT SERVICES TECHNICIAN

NATURE OF WORK

The work involves a variety of tasks which includes daily, weekly, and monthly roles and responsibilities to maintain South Windsor Police Department equipment in a constant state of readiness.

ESSENTIAL JOB FUNCTIONS

The following are illustrative of the duties and responsibilities associated with this position, but are not intended to be all inclusive.

Building up-keep; vehicle maintenance; purchasing of medical, communications and personnel equipment; interoffice delivery of packages, mail and town tax deposits; prisoner and court duties; traffic control at incidents or special events; getting information, quotes or bids as required; obtaining purchase orders, and other duties as required.

EDUCATION AND EXPERIENCE

Graduation from high school with prior experience or an equivalent combination of employment and training which will provide the skills, knowledge, and ability required by the classification.

A valid Connecticut driver's license is required.

KNOWLEDGE, SKILLS, AND ABILITIES

Ability to communicate effectively both orally and in writing; ability to use and become proficient with various pieces of specialized equipment; and the ability to obtain various training certifications as needed to perform the job as required.