

AGREEMENT

BETWEEN

**TOWN OF
SOUTH WINDSOR, CONNECTICUT**

AND

**LOCAL 1303-028 OF COUNCIL #4
(AFSCME)
AMERICAN FEDERATION OF STATE,
COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO**

JULY 1, 2019 THROUGH JUNE 30, 2024



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***CONTRACT
BETWEEN
THE TOWN OF SOUTH WINDSOR
AND
LOCAL 1303 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO***

This Agreement entered into by and between the Town of South Windsor through its Town Manager, hereinafter referred to as the Town, and Local 1303 of Council #4 of the American State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I. RECOGNITION

- 1.0 The Town recognizes the Union as the sole and exclusive bargaining agent on matters of wages, hours of employment, and other conditions of employment for the employees in the Street Services and Fleet Services of the Public Works Department, and Parks Division of the Parks and Recreation Department, except the Superintendents of Streets Services, Parks Superintendent from Parks and Recreation, Service Specialists and/or managers for the Highway, Garage and Parks and Recreation Department, and any supervisor as defined by 7-471(2) of the Municipal Employee Relations Act.
- 1.1 Recognition of any other bargaining agent or termination of recognition of this bargaining agent will be in accordance with provisions of Public Act 159 of the State of Connecticut of the 1959 Legislature, as amended.
- 1.2 Part-time, temporary, and seasonal employees are not and shall not be members of the Union.
 - (a) Part-time employees are those employees who work less than twenty-five hours a week.
 - (b) Temporary or seasonal employees are those who are employed temporarily to supplement the work force.

- 1.3 It is the policy of the Town and the Union that there shall be no discrimination against any employee or applicant for employment on account of race, color, creed, sex, national origin, or physical disability not related to job requirements.

ARTICLE II. UNION & TOWN SECURITY

- 2.0 All employees hired on and after the effective date of this contract may become members of the Union, except those employees specifically exempted in Article I. of this contract. Those employees who did not formally petition the Connecticut State Board of Labor Relations for representation by Local 1303, Council #4, AFSCME, AFL-CIO, shall not be required to become members of the Union.
- 2.1 The Town agrees that upon the written authorization of any employee in the bargaining unit, as defined above, it will make a monthly deduction from the wages of such employee of an amount authorized by him/her. Such deduction shall be discontinued in the event of termination of the employee's services or if the employee is not a member in good standing with the Union as provided in the above paragraph. All such requests shall be on forms provided by the Town and shall be submitted to the Finance Department at least fifteen (15) calendar days before they are to become effective. No refund will be made to any employee in the event of his/her failure to comply to the Union security section of this Article. All deductions under this section will be made from wages payable on the first regular payroll of each month.

The total amount deducted each month in accordance with the provisions of this Agreement will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which deductions are made. The obligation of the Town for funds actually deducted under this section terminates upon the 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 the processing of deductions unless a claim of error is made, in writing, to the Finance Director within sixty (60) calendar days after the date such deductions were or should have been made. The unit chairman shall receive a copy, quarterly, of the list of the employees and the amounts of said deductions.

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.

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- 2.2 The Union agrees that it will 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 any employees at any time.
- 2.3 The Union shall supply the Town with the names of such stewards and officers who will handle grievances, negotiations, and other Union business.
- Any representative of Council #4 of the AFSCME, AFL-CIO or AFSCME, AFL-CIO shall be considered as part of this list for the purpose of handling such matters as the Union may feel necessary.
- 2.4 All meetings of Union membership at which Town Representatives are not in attendance shall be held during non-working hours.
- 2.5. Negotiations and administration of this agreement shall be carried out in good faith by the Town Manager or his/her designee and the Union.
- 2.6 At least one (1) locking bulletin board shall be reserved at an accessible place in the Department for the exclusive use of the Union for posting of official Union notices or announcements. The bulletin board shall be at the Union's expense and maintained by the Union, with keys held by Union officials only.

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 sole and unquestioned 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, or procedures.

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- (c) To establish or discontinue processes or operations or to establish or discontinue their performance by employees.
 - (d) To select and to determine the number and types of employees required to perform the Town's operations.
 - (e) To employ, transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the Department (in accordance with other provisions of this agreement).
 - (f) To prescribe and enforce rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known to the employees affected by them.
 - (g) To insure that incidental duties connected with any departmental operations shall be performed by employees.
 - (h) To establish contracts or sub-contracts 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 so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise. The above rights, responsibilities, and prerogatives are inherent in the Town Council and the Town Manager by virtue of the statutory and charter provisions and are not subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this agreement.
- 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 the agreement.
- 3.2 The Town shall provide Council #4 with six (6) signed contracts at the time of signing. The Town will give copies of the new agreement to employees 30 days after signing of said agreement and upon hiring new employees.

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 normally follow this order:
- (a) Verbal warning with notation of order in writing. Notation of verbal warning will be placed in personnel file. After one (1) year from the date of the infraction, the employee may petition the Town Manager for its removal.
 - (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, or suspended without pay, shall be presented with written reasons for such discharge, or suspension within five (5) days thereafter.
- 4.5 After five (5) years, the employee may request the Town to 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 disciplinary violations.
- 4.6 After seven (7) years, the Employee may request the Town to petition the State Records Administrator to remove all suspensions from the employee's record and file, provided that there have been no subsequent disciplinary violations.

ARTICLE V. HOLIDAYS

5.0 The following holidays shall be observed as days off with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Good Friday	Christmas Day
Independence Day	

(a) Holidays falling on a Saturday shall be celebrated on the preceding day.

(b) Holidays falling on Sunday shall be celebrated on Monday.

(c) Any day of mourning or celebration by Federal, State, or Local Officials shall be a day off with full pay, subject to 6.3 of this agreement. It is understood that said declared day of mourning or celebration shall not be considered as an annual day off with pay.

5.1 When a holiday occurs during regular vacation, the employee shall be granted an additional vacation day.

5.2 In order for an employee to be eligible for holiday pay, he/she must have worked the full scheduled workday immediately before or after the holiday, unless his/her absence on either of such days was for paid sick leave or excused, in writing, by the Town or unless the employee was scheduled vacation leave.

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

ARTICLE VI. HOURS OF WORK

6.0 The basic workday for employees covered by the collective bargaining unit shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday with one-half hour for lunch from 12:00 noon to 12:30 p.m. April 1 to November 15, thirty five (35) minutes will be allowed for on-site lunch including clean-up time and the allotted time for lunch shall be taken between 11:30 a.m. and 1:00 p.m.

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6.0(a) The Town shall have the right to establish additional shifts for the mechanic division, other than the regular shift established in 6.0, for employees hired after July 1, 2004 into that division, and in the opinion of the Town it becomes necessary to do so. This change shall be consistent with the following:

- (1) Shift Hours
1st Shift- 7:00AM to 3:30 PM, Monday through Friday, with a lunch according to the contract.
2nd Shift- 3:30 PM to 12:00 AM, Monday through Friday, with a lunch according to the contract between 7:30 and 9:00 PM.
3rd Shift- 12:00 AM to 7:00 AM, Monday through Friday, with no lunch, but with a fifteen (15) break between 3:30 and 4:30 AM.
- (2) An additional five percent (5%) premium, of the employees' base wages, shall be paid to all employees on the second shift. This premium shall be used to calculate all overtime, holiday, vacation, personal and sick leave pay.
- (3) Employees working the third shift shall be paid for eight (8) hours per shift. Overtime will be based on anything over the actual seven (7) hour work shift per day or thirty-five (35) hours per week. Third shift employees shall receive eight (8) hours pay, per day used, of all holiday, vacation, personal and sick leave.
- (4) Assignments to second or third shifts shall receive thirty (30) days advanced notice prior to the actual date of assignment or shall be given to the employee upon their date of hire.

No current employees, as of the date of signing, shall be required to work a shift other than 1st shift and no current employees shall be terminated, forced to resign or transferred in order for the Town to establish the additional shifts.

6.1 Time and one-half shall be paid for:

- (a) All work performed in excess of eight (8) hours in any one workday.
- (b) All work performed in excess of forty (40) hours in any one work week.
- (c) All work performed on Saturday as such.

If an employee works less than 8 hours because of unscheduled sick time during a particular shift, the employee will not be allowed to work overtime between the current shift and start of the next shift unless it is approved by the supervisor.

6.2 Double time shall be paid for:

- (a) All work performed on Sunday.

- 6.3 Overtime work shall be compensated at the rate of two times the employee's regular rate of pay plus holiday pay on any day that is officially designated as a holiday. There shall be no duplication or pyramiding of overtime pay or premium pay for the same hours worked.
- (a) Compensatory time may be taken in lieu of overtime payment at the employee's option. Such time will be based on time and one-half with a maximum accrual potential of 60 compensatory time hours, which must be used during the calendar year in which 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 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 his regular rate of pay, UP TO THE LIMIT OF THE EQUIVALENT OF 60 COMPENSATORY TIME HOURS. Payout will be at the rate the time was earned, with June and December payout options.
- 6.4 When an employee is called in to work outside his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at time and one-half his/her regular hourly rate if the call is from Monday through Saturday, and double his/her hourly rate if the call is on Sunday or officially designated holiday. Only hours between his/her regular quitting time and two hours before his/her next days starting time are subject to the call-in provision during the regular work week.
- 6.5 If an employee is scheduled for overtime and does not avail himself/herself of the opportunity to work, he/she will be charged with scheduled overtime as if he/she had worked.
- 6.6 All overtime work will be distributed among employees with reasonable equality, where possible, within classifications. The Foreman shall determine the classification's needs.
- 6.7 Full-time employees will be given preference for overtime assignments. Probationary employees may be given overtime assignments only after all full time, non-probationary, employees have been offered the overtime assignments.
- 6.8 Overtime work of an emergency nature is agreed to be a responsibility of all employees. The emergency status of a work project shall be determined by the Town. If a project is determined to be of an emergency nature, the employees'

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responsibility to report to work shall be the same as if the hours were during the regular work day.

- 6.9 All employees shall be required to "punch in" and "punch out" when reporting for work, leaving the premises on outside business, and upon termination of the working day. The same requirement shall be followed when working overtime.
- 6.10
- (a) All overtime will be recorded in hours offered.
 - (b) Hours recorded will be at the rate of pay being paid. Example: An employee working four (4) hours on Saturday will have six (6) hours recorded. An employee working on Sunday or Holiday will have eight (8) hours recorded.
 - (c) A chart will be posted in a convenient place, and be updated on the Wednesday of each week. Should Wednesday be a holiday, then the list will be updated on Tuesday of that week. Hours recorded will be the quantity as explained in Item B.
 - (d) At the end of each fiscal year (June 30), the employee with lowest total accumulation of hours, within classification will start July 1 with zero hours. All others within classification will start with the number of hours that result from subtracting the hours of the employee with the lowest total hours from his/her own.
 - (e) Scheduled overtime shall be all overtime that is offered to provide for completion of seasonal programs or scheduled events with advance notice and predictable start times. Normally, this will mean advanced notice of at least twelve (12) hours. Any scheduled event shall be paid a minimum of two (2) hours, at the applicable rate.
 - (f) Unscheduled overtime shall be all overtime offered as the result of unpredictable situations and/or conditions
 - (g) Extended Leave: During any extended leave situation, long-term illness, Worker's Compensation (25 workdays, or longer), no overtime will be charged. When the employee returns, the accumulated hours of the employee with lowest total within the returning employee's classification will be posted as current unless the affected employee already has more accumulated hours. He/she will retain his/her own hours if that occurs.

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- (h) Newly appointed or promoted employees will assume a total hour's accumulation equal to the highest accumulation in the classification, unless his/hers is higher. If higher, he/she will retain their own total.

6.11 Scheduled Overtime

- (a) Overtime will be offered to employees in reverse order of total accumulated hours. Employees with the least total hours within the classification and/or division needed will be asked first.
- (b) If two or more employees within the classification needed have the same amount of hours, the most senior employee will be offered the assignment first.
- (c) Employees offered overtime under these conditions who do not avail themselves of the opportunity to work, will be charged as if they had worked. The employees that do work will be charged also.
- (d) Except for full call-outs, employees on individually authorized leave will not be offered scheduled overtime assignments unless they have adequately notified their supervisor of their availability beforehand.
- (e) Should the Town be unable to fulfill its overtime schedule after all employees in that classification are called, the Town may require the employee(s) with the lowest overtime hours from the lowest classifications needed to do the necessary work.

6.12 Unscheduled Overtime

- (a) Overtime will be offered to employees in reverse order of total accumulated hours. Employee with the least total hours within the classification and/or division needed will be asked first, where possible.
- (b) If two or more employees within the classification have the same amount of hours, most senior of them will be asked.
- (c) If the overtime assignment is determined by the supervisor to be of an emergency nature. Example:
 - 1. Has potential to cause injury if left unattended.
 - 2. Will result in more damage being done to facilities.

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3. Will result in inconvenience or disruption of scheduled events.

(d) Refusal

1. If an employee refuses an unscheduled overtime assignment, he/she shall be charged the same hours as the employee that accepts the assignment.
2. Should the Town be unable to fulfill its unscheduled overtime needs after all employees in that classification are called, the Town may require the employee(s) with the lowest overtime hours from the lowest classifications needed to do the necessary work.

- (e) Except for full call-outs, employees on authorized leave will not be offered overtime assignments that occur between the time they punch out prior to going on leave and the time they punch in at expiration of the leave unless they have notified their supervisor in advance of their leave date of their availability. Authorized Leave for purposes of this section shall be defined as earned days, personal days, vacation days and compensatory time only. This shall not apply to overtime which is the result of continuation of the work day.

ARTICLE VII. VACATIONS

- 7.0 The vacation year for each employee shall commence on his or her anniversary date of employment.

- 7.1 Vacations will be based upon the following accrual schedule:

Years of Service	Accrued Per Week	Days Per Year
0 thru 4	1.54 hours	10
4 thru 9	2.31 hours	15
9 thru 14	2.77 hours	18
14 plus	3.08 hours	20
19 plus	3.85 hours	25

- 7.2 Tentative vacation schedules will be prepared annually to avoid the disruption of work schedules. When employee's choice of vacation dates results in conflicts, the more senior employee will be given preference. Schedules are subject to the approval of the Town Manager.

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- 7.3 Probationary employees may take earned vacation after 6 months.
- 7.4 Each month, after six months employment, the employee can use any accrued time plus each month's "accruals" thereafter as per section 7.1. The maximum accumulation allowed at any time will be 30 days.
- 7.5 Employees terminating prior to completion of six months employment will receive no vacation benefits. For employees who have worked longer than six months, vacation pay or vacation time accrued will be provided on separation.
- 7.6 Vacation pay will be available on the regular payday immediately preceding the actual vacation taken, provided the Town is given two (2) weeks written notice.
- 7.7 Employees shall be allowed to use vacation time in intervals of one-half (1/2) days with twenty-four (24) hours prior notice.
- 7.8 From April 1 through November 15, five (5) Highway Department, three (3) Parks Department and one (1) Fleet Department bargaining unit members will be allowed on authorized paid leave on any one day as long as there is full man power in each division.

From November 16 through March 31, two (2) Highway Department, two (2) Parks Department and one (1) Fleet Department bargaining unit members will be allowed on authorized paid leave on any one day as long as there is full man power in each division.

In addition to the above, two (2) more employees from the Street division and two (2) more employees from the Parks division, shall be allowed off from November 16 to March 31, but must be available for callouts, should the Town need to utilize them. Additional employees may be allowed off throughout the entire year at the discretion of the supervisor, but must be available for callouts, should the Town need to utilize them.

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 in the event a family member, either spouse or child, requires constant attention due to illness, but limited to 3 days with a Doctor's note, or other sickness prevention measures. Sick leave shall accrue to each employee as follows and subject to the restrictions listed below:

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- (a) Sick leave shall accrue at the rate of one and one-half (1 1/2) days per month with a limit of one hundred seventy-five (175) days total accumulation.
- (b) Sick leave shall not accrue during any leave of absence without pay.
- (c) A doctor's certificate shall be required by the department head after five (5) consecutive working days of absence due to illness or if abuse of sick leave is indicated.

When an employee returns to work, a doctor's certificate shall state that the employee can return to duty and perform the essential functions of the employee's position, with or without a reasonable accommodation.

- (d) Maternity shall be considered a valid reason for sick leave.
- (e) The total number of sick leave occurrences shall not exceed eight (8) during any calendar year after which the employee will not be compensated for sick leave except at the discretion of the Director of Public Works or the Director of Parks and Recreation for subsequent sick leave occurrences of seven (7) consecutive working days or less. Any occurrence longer than seven (7) consecutive working days in length beyond the eight (8) previously specified will be allowed with a doctor's certificate.

A sick leave occurrence shall mean one (1) or more consecutive sick leave days or part of a day.

In addition to holiday leave, personal leave, and vacation leave herein provided, if an employee shall have a perfect attendance record during any quarterly calendar period (Jan. 1 - March 31; April 1- June 30; July 1 – September 30; October 1 – December 31), he shall receive an earned day off, with pay, up to a maximum of four (4) days per year. Absence for vacation leave, holiday leave, funeral leave, personal leave, or other leave with prior written approval of the Department Head will not mar an otherwise perfect attendance; absence for sick leave (not to include Doctor or Dentist appointments, 2 hours or less, to be used up to four (4) times per calendar year), suspension, leave without pay, or tardiness will mar perfect attendance.

Additionally, during the last full week of November of each year, the number of unused earned days remaining on the books for each employee will be computed and the employee will receive eight hours of pay, at the employee's current wage rate, for each day earned. Said payment will be

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made to the employee during the first week of December; however, the employee will have the option to use his/her earned days, with twenty-four (24) hours advanced request notice, to be taken in no less than half day increments, which must be taken by the end of December.

A single incidence of tardiness will not mar perfect attendance in any calendar quarter, if notification of tardiness is made to the satisfaction of the Superintendent.

- (f) Upon death or retirement of an employee, or voluntary termination of an employee hired before July 1, 2021, payment shall be made to the employee or his/her beneficiary of unused sick leave days according to the following schedule:

- (1) No payment on the first twenty-five (25) accrued sick days.

- (2) 50% payment on accrued sick days between twenty-five (25) and one hundred twenty-five (125).

- (g) Qualifying leaves under the state and federal Family Medical Leaves Acts (FMLA) shall run concurrently with an employee's sick leave.

Dismissal for just cause shall result in forfeiture of accrued 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 ten (10) 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 ten (10) days of leave from schedule duty shall be granted annually with pay under this section, but leave without pay aggregating an additional ten (10) days may be granted annually by the department head.

- (c) The Town Manager may deny a request for either paid or unpaid leave submitted under the section if, in his/her opinion, the absence from duty of the employee or his/her alternate during the period of requested leave would be seriously detrimental to the best interests of the department

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because of operating requirements. When such leave is for a longer period than one (1) day, the department head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.

- (d) The Town Manager, within three (3) calendar days after submission of a request for leave under this section, shall grant or deny the request in writing to the employee. In granting any such request, he/she may require that the employee, upon his/her return to duty, furnish a report of the proceedings or other 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 than it would have to an employee absent from duty on authorized leave without pay.

8.2 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 other public body except where the employee is a 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 approved by the appointing authority.
- (e) Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority. The Town shall pay tuition and books upon successful completion of courses or training programs that are applicable to their job. The Director of Public Works must approve course or training prior to registration.

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.

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- 8.3 Injury leave, as distinguished from sick leave, shall mean 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. Employees of the Town are covered by Worker's Compensation Insurance and are paid stated amounts due to injuries sustained on the job.

The Town shall supplement the payments of the Insurance Company so that the employee will receive full pay during his/her absence, up to a maximum period of five (5) weeks. After five (5) weeks, an employee may elect to subsidize his/her compensation with sick leave, with the deduction in his/her sick leave reduced to equal the amount between base rate and the compensation.

Regardless of how an employee chooses his/her compensation, the Town agrees to continue issuing one payroll check to the employee, consistent with the paycheck schedule, so that the employee does not have to receive multiple checks from the Town and the insurance carrier.

- 8.4 The Town shall grant (3) days paid personal leave per year to each employee upon anniversary of their hire date. These days are non-cumulative and must be taken prior to the end of the year. Any personal leave days remaining at the following anniversary of the employee's hire date shall be forfeited.
- 8.5 Time off with full pay shall be granted for no more than three (3) employees for the purpose of contract negotiations with the Town.
- 8.6 A maximum of three (3) days funeral leave per occurrence shall be granted to an employee in the event of the death of the employee's spouse, mother, father, child, step-child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother-in-law and sister-in-law. One (1) day funeral leave shall be granted to an employee in the event of the death of an employee's niece, nephew, aunt, or uncle. For the death of an employee's spouse or a child, up to seven (7) additional days of sick leave may be taken for death related purposes, per occurrence. For the death of an employee's mother or father, up to seven (7) additional days of accrued leave, other than sick leave, may be taken for death related purposes, per occurrence.

One (1) day funeral leave shall be granted to an employee in the event of death of an employee's niece, nephew, aunt or uncle.

- 8.7 If any employee becomes ill for more than three (3) days while on vacation leave, provided the request is supported by a medical certificate acceptable to the appointing authority, such sick time shall be charged against "sick leave" and not "vacation leave."

ARTICLE IX. SAFETY & HEALTH

- 9.0 A joint Safety Committee shall be formed by the Town and the Union and said Committee shall meet monthly to review and recommend safety and health conditions in all departments.

- (a) Attendance at employer required training is agreed to be the responsibility of all employees. Failure to attend scheduled training sessions will require that the employee attend the next scheduled training session for that subject or to seek the training on his/her own.

The employer will allow the employee time during the regular work day to receive comparable approved training off site, but will not pay any expense; including pay outside normal duty hours that the town would not have incurred had the employee attend the scheduled training. The town will provide training for: CARDIOPULMONARY RESUSCITATION (CPR), FIRST AID, HAZARDOUS MATERIAL/COMMUNICATION (HAZCOM), and PESTICIDE TRAINING. Training may also include, but not limited to, HEALTH AND SAFETY ISSUES, EQUIPMENT and VEHICLE OPERATIONS, WORK RULES and PROCESSES, or ANY OTHER AREAS THAT THE TOWN FEELS WOULD BE BENEFICIAL TO THE TOWN OR THE EMPLOYEES.

- 9.1 Employees shall receive the necessary time to consume a meal if employed for overtime work based on the following standards:

- (a) The allotted time for the breakfast meal shall not exceed one hour and will be between the hours of 7:00 a.m. and 9:00 a.m., if employees report for overtime work prior to 6:00 a.m.
- (b) The allotted time for the evening dinner meal shall not exceed one hour and will be between the hours of 5:30 p.m. and 7:30 p.m., if employees report for overtime work prior to 5:00 p.m. or if the employees have worked continuously through their normal scheduled workday, as outlined in Article VI, Section 6.0 of this Agreement. If mutually agreed upon by both supervisor and affected employee, the breakfast or evening meal can be compensated for by paying time and one-half for one hour in lieu of meal break.

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- (c) The supervisor in charge shall determine the actual times when meal breaks will be taken. If, in the judgment of the supervisor in charge, a meal break within the time frame outlined in (a) and (b) will hinder the timely completion of the task or tasks being performed, the employees shall receive a one hour meal break as soon as reasonably possible. Provisions for meals shall apply only if the employee has worked three (3) or more continuous hours.
- (d) On holidays and weekends, the breakfast meal shall be taken between 7:00 a.m. and 9:00 a.m. or paid if an employee has reported for overtime work and has worked three (3) consecutive hours. If an employee has met the three (3) hour requirement and is directed to punch out between the hours of 7:00 a.m. and 9:00 a.m., he/she shall receive one (1) hour pay at the applicable rate.

- 9.2 The Town shall provide raincoats, rain hats, boots, and gloves; and, upon return of same, in damaged condition, will replace with new; however, replacement of lost raincoats, rain hats, boots and gloves must be of like color and material, and will be the responsibility of the employee. It shall be the employee's responsibility to have these articles of clothing available at all times.

The Town shall provide eleven (11) sets of uniforms for each employee and their care, as necessary. The Town will supply eight (8) summer shirts to each employee every two (2) years; and employees will be responsible for their care. Any employee not wearing said uniform will result in the loss of pay until such time as they return to work wearing their uniform. A uniform shall consist of a Town-issued shirt and pants.

- 9.3 The Town shall pay for the cost of replacement of an employee's prescription safety glasses if broken while on duty, unless the breakage is caused by the negligence or willful act of the employee.

The Town shall pay for the cost of comparable replacement of an employee's prescription glasses if broken while on duty, up to a maximum of two hundred dollars (\$200) per year, unless the breakage is caused by the negligence or willful act of the employee. In order to receive this payment, the employee shall provide a copy of receipt for the glasses damaged, if available, and a copy of the receipt for the new glasses purchased.

- 9.4 Employees shall be granted fifteen (15) minutes personal clean-up period prior to lunch time, and prior to the end of the work shift. Employees will be allowed to change into civilian shoes during that clean up period prior to the end of the shift.

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Time for a coffee break, not to exceed fifteen (15) minutes, shall be provided near the mid-point of the morning.

- 9.5 The Town shall provide, free of charge to the employee, medical injections for the prevention of common and contagious diseases such as poison ivy, flu, poison oak, tetanus, etc.
- 9.6 The Town shall reimburse each employee up to two hundred fifty dollars (\$250) per employee, per fiscal year, for the provision of safety shoes as required by O.S.H.A., contingent on the employee submitting a valid receipt for reimbursement. New employees shall receive their first reimbursement after completion of probation period upon submission of a valid receipt for reimbursement.

There shall be no limit to the number of pairs of shoes an employee may purchase during each year. It shall be the employee's responsibility to wear safety shoes at all times.

- 9.7 Tools owned by mechanics that are lost, stolen or damaged shall be replaced by the Town under the following conditions; tools must be for job-related functions in the maintenance of vehicles and equipment, and inventory of said tools must be on file with the Director of Public Works.
- 9.8 The Town shall make an annual flat payment of two hundred fifty dollars (\$250) per license/certificate per year to employees that have, maintain, and keep on file: a non-restricted Connecticut CDL Class A License and/or a Connecticut Pesticide Operational Certificate and/or ASE Certification and/or a P-6 Pipe-laying License. Payment shall be made in the paycheck following the certification or renewal (or the annual anniversary date of the certification), with proof of current certification provided to Payroll.

The Town shall make an annual flat payment of \$100 for a restricted CDL Class A License.

The Town shall make an annual flat payment of four hundred dollars (\$400) per license/certificate per year to employees that have, maintain, and keep on file: a Pesticides Supervisory License.

ARTICLE X. INSURANCE

- 10.0 The Town shall provide, for active employees and their dependents, the following insurance plans or their equivalent: All Union employees will participate in the Anthem Blue Cross/Blue Shield with a High Deductible Health Plan (HDHP) Savings Account (HSA) or Health Retirement Account (HRA), with the Town contributing eighty-five percent (85%) of the premium cost and each employee contributing fifteen percent (15%) of the premium cost for his/her coverage.

The HDHP shall have an Annual Deductible of \$2000 for single/\$4000 for family.

Employee HSA's will be funded by the Town as follows:

Effective January 1, 2020: \$1,000 for single/\$2,000 for 2 person or family
Effective January 1, 2021: \$1,000 for single/\$2,000 for 2 person or family
Effective January 1, 2022: \$900.00 for single/\$1,800 for 2 person or family
Effective January 1, 2023: \$900.00 for single/\$1,800 for 2 person or family
Effective January 1, 2024: \$700.00 for single/\$1,400 for 2 person or family

For those employees not eligible to contribute to an HSA, the above funding will be applied through an HRA in accordance with IRS regulations.

For those employees who are eligible for insurance through the Town, but are ineligible to participate in the HSA or who commenced 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/HRA the following January 1, 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 until the date this 2019-2024 contract is ratified, when the Town will then contribute eighty percent (80%) of the premium cost and each employee will contribute twenty percent (20%):

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 premium cost and each employee contributing fifteen (15%) of the premium cost of his/her coverage.

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The following plan changes shall take effect July 1, 2021:

For the HDHP & PPO: The Town will implement Prescription Management provision modeled on the Managed Prescription 2 Program. Employees taking medication as of June 30, 2021 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, outpatient).

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

Waiver of Insurance If an eligible employee chooses to voluntarily waive insurance coverage, the Town will pay a total of Two Thousand Dollars (\$2000) per year to the employee. Payment shall be made in quarterly installments for the year of the waiver. Effective upon ratification of this 2019-2024 agreement, only employees who are not covered under any Town issued medical/dental insurance plan are eligible to receive the waiver payment, with the current employee who receives this benefit grandfathered until January 1, 2022, when he will no longer receive any waiver payments.

10.1 **Group Life Insurance** Employees shall be offered Group Life Insurance at twice the employee's earning to the nearest \$1,000 of employee's earnings.

10.2 **Accidental Death and Dismemberment Insurance** Employees shall be offered Accidental Death and Dismemberment Insurance to the nearest \$1,000 of employee's earnings.

10.3 **Disability Benefits** Effective January 1, 1979, the Town shall provide benefits equal to 50% accrued monthly pension for disability which occurs after 10 years of service.

10.4 **Retirement**

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

A. An employee must have at least one year's service as a full-time employee, and have reached the age of 21.

B. Vesting: 100% vesting after five (5) years of service.

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 Employers 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 purposes of eligibility and vesting.

Definitions

- (a) "Earnings" means the Members basic earning 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 Members average monthly earning during the last 36 months immediately preceding the Member's Normal Retirement Date, or if earlier, the Member's Early Retirement, 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 FAE will be determined from the Earnings during his/her total months of earnings.
- (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 Member Accumulation.
- (d) Credited Service equals item (d-1) plus if applicable item (d-2) subject to (d-3):
 - (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).

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- (d-2) Any years and completed months of Service of the Member with the Employer or any Associated Employers prior to December 1, 1963.
- (d-3) 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.
- (e) "Normal Retirement Date" is the first day of the month on or after the employee has reached his/her 60th birthday.

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:

For Public Works Employees under the Town Account

A Member who is a Public Works Employee under the Town Account will make a Member Contribution as follows: 4 1/2% of his/her earnings during the month while in the Eligible Class during the current Plan Year.

Amount of Retirement Benefit at Normal Retirement

- (a) For a Member who is a Public Works Employee under the Town Account

An Active Member in the Eligible Class who makes Member Contributions who retires from Service on his/her Normal Retirement Date will receive a monthly retirement benefit in the Normal Form equal to item (i) times item (ii), subject to item (iii) and items (b) and (c) below and, if applicable, further adjusted for cost of living:

- (i) 2.25% for credited service years 0-20 and 2.5% for credited service years 21-30 of his/her Final Average Earnings
 - (ii) his/her Credited Service up to and including thirty (30) years.
 - (iii) Provided, however, that 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 under the former Employee Group or Account, to his/her date of transfer, will become frozen under the former Employee Group or Account. This retirement benefit will be payable to him/her on his/her Retirement Date under the provisions of the new Employee Group or Account and will be used to offset any benefit which

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may have been credited to him/her under the provisions 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 provisions of his/her 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 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.

- 10.5 Retiree Health Benefits If an employee retires (with at least 10 years of service with the Town and begins pension payments) s/he may continue the same insurance coverage they had upon retirement, at the employee's sole expense, at the Town's group rates subject to insurance company regulations. Retirees may not add new dependents once retired. Retirees remaining on the Town's health insurance will be subject to any plan changes that may be negotiated in any future contract.
- 10.6 The maximum annual accrued pension under the plan is seventy percent (70%) of Final Average Earnings.
- 10.7 **Employees Hired After July 1, 2008**
Those employees hired on or after July 1, 2008, may only elect to participate in the Town's ICMA Defined Contribution 401(a) Pension Plan.

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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 her/her base earnings each year. The employee has the option of putting in between 6% and 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:

Participants 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. SENIORITY

- 11.0 The Town shall maintain a current list of employees in the bargaining unit who have regular status, and showing the most recent date on which they obtained such status. A copy of such list shall be furnished to the Union upon request at reasonable intervals.

11.1

- (a) New employees shall serve a training and probationary period of one (1) year from their date of hire. All employees who have completed their training and probationary period shall be full-time employees and shall acquire length of service records as of the date of their employment.

Newly promoted employees shall serve a training and probationary period of 45 working days; and if, in the sole discretion of the Director of Public Works or Director of Park and Recreation, performance of said employee is not satisfactory, the employee shall be returned to his/her previous employment classification.

- (b) 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 will 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.

11.2

- (a) Each official announcement of an examination shall specify the title and salary range of the class and division for which the examination is announced; the nature of the work to be performed; the necessary and desirable qualifications therefore; the time, place, and manner of making application; special requirements or qualifications; and such other information as the Town Manager may consider pertinent and useful.
- (b) The official notice of an examination shall consist of the posting of a notice thereof on public bulletin board maintained in the Town Hall. The Town Manager shall also make use of such other means of publicizing the announcement of each examination as are best suited for informing qualified persons that the examination is to be given, including posting of examination notices in all Town Offices and Installations.
- (c) Promotional examinations shall not be limited to employees of a single organizational unit, except as this may affect any experience requirement. However, every attempt will be made to insure that position vacancies will be filled by employees who successfully meet the examination standards. Promotional examinations shall include an evaluation of employee

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performance and seniority in service, in addition to any of the tests enumerated for open competitive examinations. Such examinations shall be administered only to employees who meet all other requirements for admission to an open competitive examination for the class position. All promotional position vacancies shall be filled within sixty (60) days after such position(s) become vacant.

Employees shall be notified of the results of their candidacy, in writing, following the completion of the process.

- (d) The Town will agree to promote the applicant who, after taking such examinations as required, is placed on the eligible list, is certified as one of the top three eligibles, and has the highest current position classification provided that the other two certified eligibles are assigned to lower position classification.

It should be clear that if the top three (3) certified eligibles are in the same position classification, the Town Manager may select any one of the three to fill the promotional position vacancy. On the other hand, if two (2) certified eligibles are in the same position classification and the third is in a lower classification, the Town Manager may select any one of the two certified candidates in the higher classification to fill the promotional position vacancy.

- 11.3 When an employee is retained in a vacancy or new position for a period of ninety (90) consecutive workdays, then he/she shall be considered qualified and allocated to said position, if the position continues to exist; otherwise, he/she shall return to his/her former position.

- 11.4 Layoffs within classifications shall take effect as follows:

- (a) Temporary employees.
- (b) Regular part-time employees.
- (c) Probationary employees.
- (d) Employees with the least seniority first, etc.
- (e) Employees subject to layoff may displace the least senior employee within their own classification provided they are qualified to perform such work. If an employee is unable to displace within their own classification, they may displace the least senior employee in the next or lower classification provided they are qualified to perform such work. Qualifications of an employee shall be determined by the Town Manager provided such determination is not made in an arbitrary or capricious manner.

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- 11.5 Laid off full-time employees (within classifications), 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. Recall rights shall be for 2 years from the most recent date of layoff.
- 11.6 Temporary employees are those seasonal employees who are not on the list furnished to the Union.
- 11.7 The Town shall grant super-seniority to all Officers and Stewards of the Union in the event of a layoff.
- 11.8 Employees shall be permitted to perform various specific work duties at the normal salary rate for a higher classification under supervision of a qualified operator for 100 hours, so as to provide opportunity for promotion.

The Town shall record and keep available all occurrences of promotional training opportunities attended. The employee is to be notified after completion of 100 hours.

The employee shall be entitled to receive the pay of the higher classification if he/she performs those higher class duties for more than four hours in any given day for those hours actually worked in performance of the higher class duties.

ARTICLE XII. GRIEVANCE

- 12.0 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.
- 12.1 Any employee of Union grievance shall be settled in accordance with the following procedure:
 - (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.
 - (b) **Step 2** - If the grievance is not settled in the first step, the grievance will be reduced to writing and submitted to the department head. The department head will adjust the grievance at once or give an answer to the Union in writing within five (5) business days of the receipt of the grievance.

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- (c) **Step 3** - If the Union is not satisfied with the answer received in Step 2, they may elect to present the grievance to the Town Manager who shall hold a hearing within fifteen (15) business 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) 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 a mutually acceptable mediation and/or arbitration body; provided, however, that in the event no mutually acceptable mediation and/or arbitration body is agreed upon within thirty (30) days from the date the Union requests arbitration, then the matter will be referred to the State Board of Mediation and Arbitration. Any costs of mediation and/or 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.
 - (e) The time limits set forth in this article may be waived or extended by mutual agreement reduced to writing between the Town and the Union signed by authorized representative of each.
- 12.2 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 non-working hours.
- 12.3 Grievance hearings in Steps 2 and 3 shall be held, whenever possible, during the employees' working hours. The Employer shall allow the employees and the Union Steward or Officers the necessary time off, with no loss of pay, to resolve any such grievance when said grievance hearings are conducted during working hours.
- 12.4 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.
- 12.5 Aggrieved Employee Time Limits:
- (a) If an employee does not file a grievance in writing within twenty (20) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

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- (b) Failure by the aggrieved employee to appeal a grievance to the Step 2 level within ten (10) days of the end point time frame for response shall be deemed to be acceptance of the decision rendered at the Step 1 level.
- (c) Failure by the aggrieved employee to appeal a grievance to the Step 3 level within ten (10) days of the end point time frame for response shall be deemed to be acceptance of the decision rendered at the Step 2 level.

ARTICLE XIIA - LONGEVITY

Longevity payments shall be made in accordance with the following schedule:

Annual Payment

At 10 Years of Service	\$100.00
At 15 Years of Service	\$150.00
At 20 Years of Service	\$200.00
At 25 Years of Service	\$250.00

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. Payment will be made by separate check.

ARTICLE XIII. WAGES

13.0 An annual increase in wages shall be as follows:

Effective and retroactive to July 1, 2019 – 2.0%

Effective and retroactive to July 1, 2020 – 2.0%

Effective July 1, 2021 – 2.0%

Effective July 1, 2022 – 2.0%

Effective July 1, 2023 – 2.5%

Probationary Employees New employees will receive a wage of 2% less than the amount listed in Appendix A during the first six (6) months of their probationary period. During the second six (6) months of their probationary period, the employee shall receive the wage listed in Appendix A.

(See Appendix A - Hourly Wage Schedule)

13.1 Classifications:

MAINTAINER I - Performs manual tasks using hand tools and may drive a light truck to and from work site if necessary for transportation or supplies. May also operate a tractor for mowing or other light work.

MAINTAINER II - Drives a dump truck with or without a snowplow; and with or without a chemical and sand spreader. Operates a tractor for mowing or other light work. May operate a compressor and related manual tasks as assigned, such as a catch basin cleaner or leaf pick-up equipment.

MAINTAINER III - Drives a dump truck with or without a snowplow, or a sand or chemical spreader. Operates a street sweeper, payload, backhoe, and other related equipment, including a bulldozer.

MASTER MECHANIC – Performs highly skilled and complex mechanical repairs on both light and heavy duty trucks and heavy equipment such as loaders, excavators, vac-alls, leaf machines, paving machines, skid steers and tractors etc. Performs painting, heating, drilling, bolting, welding (MIG, Stick, TIG), brazing, sand blasting, soldering and cutting operations. Diagnose and repair diesel engines and electrical systems. Adjust or repair and replace engine parts, transmissions, differentials, brake systems (air and hydraulic), Tier 4 or greater exhaust systems and other equipment. Train and evaluate personnel in use of shop equipment. Supervises Equipment Mechanic and Assistant Mechanic and other personnel as assigned.

EQUIPMENT MECHANIC - Performs skilled and semi-skilled work involving the repair and maintenance of automotive and mechanical equipment; and performs related work as required. Supervises Assistant Mechanic and other personnel as assigned.

MECHANIC - Performs skilled and semi-skilled work involving the repair and maintenance of automotive and mechanical equipment; performs related work as required; receives supervision from mechanic.

- 13.2 Within two (2) months after two (2) years of service within the Maintainer I classification, the Maintainer I shall be promoted into the Maintainer II classification, provided the Maintainer I meets the qualifications of the Maintainer II classification, and has satisfactory periodic performance evaluations.
- 13.3 After two (2) years of service within the Assistant Mechanic classification, the Assistant Mechanic shall be promoted into the Mechanic classification, provided

the Assistant Mechanic meets the qualifications of the Mechanic classification, and has satisfactory periodic performance evaluations.

ARTICLE XIV. OTHER CONDITIONS

- 14.0 All employees are required to enroll in direct deposit.
- 14.1 Bi-weekly pay periods may be implemented by the Town on or after January 1, 2022. The implementation will take place during a month that has three pay periods.
- 14.2 Effective as soon as practicable after ratification of this Agreement, the Town will install WiFi access in the main kitchen area at the Town Garage.

ARTICLE XV. SAVINGS CLAUSE

- 15.0 If any section, sentence, clause, or phrase of this 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 provisions 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 XVI. DURATION

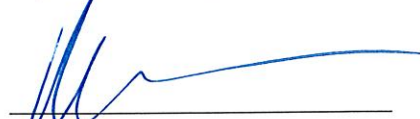
- 16.0 This Agreement shall become effective upon ratification and shall remain in effect until June 30, 2024, and from year to year thereafter, unless either party notifies the other no later than one hundred and twenty (120) days prior to the expiration date above that it wishes to modify or change this in any manner.
- 16.1 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.

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AFSCME COUNCIL #4 CONTRACT JULY 1, 2019 THROUGH JUNE 30, 2024

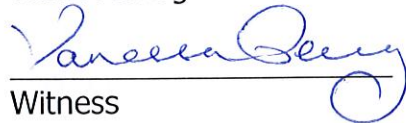
16.2 This agreement shall remain in full force and effect during such negotiations and all increases in wages and benefits shall be retroactive to the expiration date specified in Section 16.0 above.

FOR THE EMPLOYER:



Town Manager

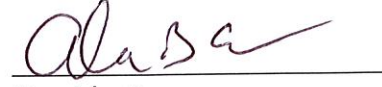
3/4/21
Date



Witness


3/4/21
Date

FOR THE UNION:



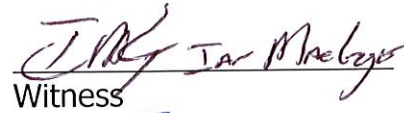
President

3/4/2021
Date




Witness

3/4/2021
Date



Witness

3/4/2021
Date



Signed: Staff Representative
Council #4

3-5-2021

TOWN OF SOUTH WINDSOR

AFSCME COUNCIL #4 CONTRACT JULY 1, 2019 THROUGH JUNE 30, 2024

APPENDIX A

HOURLY WAGE SCHEDULE

PUBLIC WORKS UNION

	7/1/2019 2.0%	7/1/2020 2.0%	7/1/2021 2.0%	7/1/2022 2.0%	7/1/2023 2.5%
MASTER MECHANIC	\$36.25	\$36.98	\$37.72	\$38.47	\$39.44
EQUIPMENT MECHANIC	\$34.12	\$34.80	\$35.50	\$36.21	\$37.12
MECHANIC	\$32.80	\$33.46	\$34.13	\$34.81	\$35.68
MAINTAINER III	\$32.80	\$33.46	\$34.13	\$34.81	\$35.68
MAINTAINER II	\$30.56	\$31.17	\$31.79	\$32.43	\$33.24
MAINTAINER I	\$27.89	\$28.44	\$29.01	\$29.59	\$30.33

* New hires will receive a wage of 2% less than the amount listed in Appendix A during the first six (6) months of their probationary period. During the second six (6) months of their probationary period, the employee shall receive the wage listed in Appendix A.

TOWN OF SOUTH WINDSOR

AFSCME COUNCIL #4 CONTRACT JULY 1, 2019 THROUGH JUNE 30, 2024

APPENDIX B

CENTURY PREFERRED PPO PLAN SUMMARY

WILL BE PROVIDED TO THE UNION AND KEPT ON FILE IN HUMAN RESOURCES

TOWN OF SOUTH WINDSOR

AFSCME COUNCIL #4 CONTRACT JULY 1, 2019 THROUGH JUNE 30, 2024

APPENDIX C

HDHP/HSA PLAN SUMMARY

WILL BE PROVIDED TO THE UNION AND KEPT ON FILE IN HUMAN RESOURCES