

TOWN OF MONROE

AND

CONNECTICUT ASSOCIATION OF LABOR UNIONS

July 1, 2020 Through June 30, 2023

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AGREEMENT

This Agreement is entered into effective July 1, 2020 by and between the Town of Monroe (hereinafter called "Town") and the Connecticut Association of Labor Unions ("Union").

ARTICLE I- RECOGNITION

Section 1.01. The Town hereby recognizes the Connecticut Association of Labor Unions as the sole and exclusive bargaining representative for all full time employees of the Highway Maintenance Department and Landfill Operation who are employed as laborers, truck drivers, equipment operators and mechanics and all full-time employees of the Park and Recreation Department employed as park maintainers, excluding supervisory, administrative, clerical and technical, temporary and seasonal employees for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

ARTICLE II-UNION SECURITY AND DUES CHECKOFF

Section 2.01 Subject to applicable law, all employees of the Employer covered by this Agreement who are voluntarily members of the Union in good standing on the effective date of this agreement, or who voluntarily become members of the Union in good standing following the effective date of this Agreement, and all newly hired employees may voluntarily remain members of the Union in good standing, insofar as the payment of periodic dues and initiation fees, uniformly required or voluntarily become members of the Union after thirty (30) calendar days of employment or refrain from joining the Union, and for so long as they remain non-members, may voluntary choose to pay to the Union a service fee. Said service fee shall be equal to the amount of union dues, fees, and assessments uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

Section 2.02 The Town agrees to deduct from the wages of each employee who has voluntarily and individually signed a payroll deduction authorization form (Appendix B) a sum certified by an officer of the Union which represents Union dues or Union service fees. The dues or service fee deductions for each month and the total amount so deducted shall be remitted to the Union within three (3) weeks with an itemized list of employees showing the amount of dues or service fees deducted. The Town shall not be liable for any employee's dues or service fees if such employee is not on the payroll during the specific deduction week.

Section 2.03 In consideration of the Town entering into the provisions of this Article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liability, attorney's fees or costs to the Town which arise out of entering into or enforcement of this Article.

ARTICLE III- MANAGEMENT RIGHTS

Section 3.01. Unless limited by a specific provision of this Agreement, the right to operate and manage the business of the Town and the right to select and direct the working forces are vested

exclusively in the Town, whether exercised or not. These rights include, but are not limited to: the right to hire, transfer, evaluate, promote, discipline for cause, enforce reasonable work rules, suspend, discharge, to demote, to layoff and schedule employees; the right to establish and/or modify positions and assign duties in accordance with the needs and requirements, as determined by the Town; the right to determine standards of employment; the right to promulgate, modify and enforce written rules and regulations as necessary to maintain order, safety and/or effective operations of the Town; the right to determine and/or change the nature of its services, and to introduce, change and operate new or improved methods, facilities, processes and techniques; the right to direct the working forces; the right to require employees to perform other tasks and assume other responsibilities that may be different from their normal daily responsibilities; all other rights pertaining to the operation and management of the business and affairs of the Town. The failure by the Town to exercise any of the rights as provided above shall not be construed as a waiver of these rights nor of the right of the Town to control, operate and manage its business.

Section 3.02 Subcontracting. Park Maintainers' work is shared with other bargaining unit employees, the Park Maintenance Supervisor and part-time employees of the Town. The Town may also subcontract work in accordance with past practice.

ARTICLE IV- SENIORITY

Section 4.01. The Town shall prepare a list of employees showing their most recent hire dates and deliver the same to the Union once each contract year in the month of July.

Section 4.02. When a vacancy exists, and where the qualifications and abilities of two or more candidates are equal, seniority shall prevail. The Town may then fill a vacancy by utilizing its per diem list, and applicants who have applied and successfully been tested within the past 12 month period for the open position. The position shall be posted for seven (7) days. For Maintainer II through IV, successful applicants must be able to perform all job requirements of the lower classifications in the series. A break-in the probationary period for a promotional vacancy shall be one hundred (180) working days. In the event that the probationary period is unsuccessful, the employee will have the right to return to his/her former position.

Section 4.03.

- A. Layoffs will be by seniority within classification and department. A laid off employee may bump the lowest seniority employee in a lower paid job classification within the affected department, provided the laid off employee has greater seniority and is qualified to perform the work. An employee with the least seniority within classification shall be laid off first, providing the Department Head cannot use him in another classification.
- B. In the event of a layoff, an employee shall retain his seniority status for twenty-four (24) months, commencing with the date of layoff. Employees shall be given written notice at least thirty (30) calendar days prior to the layoff, with a copy of the notice given to the Union local President. An employee with the least seniority shall be laid off first, providing the Department Head cannot use him in another classification.
- C. During the recall period, a laid-off employee shall be recalled in order of seniority as follows:
 - 1. Recall to the same position and department: only the seniority of other employees laid off from the same position and department shall be considered;

2. Recall to any open position in the bargaining unit, provided the employee is qualified to perform the work: the seniority of all bargaining unit employees on layoff shall be considered. If an employee is recalled to any position other than the position from which the employee was originally laid off, the employee shall serve a sixty (60) day probationary period. If the employee is unable to perform the work satisfactorily, he shall be returned to layoff status for the remainder of the original recall period.
- D. Employees recalled from layoff shall have one (1) week after notice is mailed to indicate acceptance or rejection and must return to work within two (2) weeks, unless otherwise mutually agreed upon. If a laid-off employee fails to respond to notice of recall within five (5) days of receipt of such notice, or if a laid-off employee refuses recall to the job from which he was laid off he shall lose his recall rights. If there is no opening in the position from which he was laid off and he refuses any other position in the same or lesser pay grade, he shall not lose recall rights. If he accepts a position that carries the same or lesser grade, and an opening occurs within his original recall period in the position he formerly held, he shall have a right to fill the position he formerly held.

Section 4.04. New employees hired after the effective date of this Agreement shall have a probationary period of twelve (12) months of continuous employment, during which the employee is actively working. Upon completion of the probationary period, the employee's seniority shall date from the first day of his employment, less any lost time of five (5) consecutive days or more. Such lost time shall not be credited toward the probationary period. Upon completion of the probationary period, the seniority date of a temporary employee hired as a regular employee without a break in service shall date from the first day of his temporary employment, less any lost time of five (5) consecutive work days or more. Continuous employment as a temporary employee in excess of three (3) months shall be credited toward the probationary period.

Section 4.05. The Highway Supervisor, Parks Maintainer Supervisor, Department Head or Department Head designee shall be responsible for assignments of work to employees in their sections at all times.

Section 4.06. In the event of an absence of an employee exceeding fourteen (14) consecutive days, not including paid vacation, the Town may utilize temporary, non-bargaining unit employees during the absence for up to 120 consecutive work days. Such temporary employees may be utilized in the Maintainer II classifications and any lower classification. Regular employees may be assigned to vacancies in the classifications higher than Maintainer II on an acting basis without the 120-day limitation. Non-bargaining unit temporary employees shall not be eligible for overtime assignments unless and until all qualified regular employees have been offered the assignment.

ARTICLE V- HOURS OF WORK AND OVERTIME

Section 5.01. Regular hours of work for all employees in the Highway Maintenance Department shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday, as follows:

6:30 a.m. to 3:00 p.m.

Regular hours of work for all employees in the Park and Recreation Department shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday or Tuesday through Saturday or Sunday through Thursday as follows:

October 1st through April 30th

7:30 a.m. to 4:00 p.m.

May 1st through September 30th

7:00 a.m. to 3:30 p.m.

All employees shall receive one morning paid break of fifteen (15) minutes and a thirty (30) minute unpaid lunch break. Notwithstanding the foregoing, the mechanic assigned to police vehicles shall work flexible hours based upon department needs.

Employees who arrive late and/or clock in late for work may receive discipline up to and including termination of employment.

Section 5.02. Hours in excess of forty (40) hours per week shall be compensated at the rate of time and one-half (1-1/2) the regular rate. Hours worked in excess of eight (8) hours in any one day shall be compensated at the rate of time and one-half (1-1/2) the regular rate. Hours worked on Sunday shall be compensated at double (2x) the regular hourly rate. However, employees whose regular work week includes Sundays shall only receive double time (2x) for work on the 7th day of their work week and not for work on Sunday.

Section 5.03. Any employee working additional hours contiguous to the start of the regular work day with advance notice of such work no later than the end of the previous work day and any employee working additional hours contiguous to the end of the regular work day shall be paid for the actual hours worked at the rates specified in this Agreement. An employee called back to work without prior notice shall be granted a minimum of four (4) hours work at the rates specified in this Agreement; if such employee is called back to work less than four (4) hours before the regular starting time, the first four (4) hours the employee works shall be paid at time and one-half (1-1/2) and the hours remaining in the regular work day shall be paid at straight time.

Section 5.04. All overtime shall be distributed equitably among eligible regular employees as far as practicable within the classifications. Employees shall be paid from the time they report for work to the time that they are excused from overtime work.

Section 5.05. Employees who are called back to work for emergencies will receive a one-half (1/2) hour paid meal period after four (4) hours of continuous work provided the employee signs out and in before and after such meal period. The Town will provide appropriate food for the meal period. In lieu of food at the garage, the Town may authorize an expenditure of up to Ten Dollars (\$10.00) by each employee at a restaurant location mutually agreed upon by the Town and the Union.

Section 5.06. During the work day, employees shall be expected to perform preventative maintenance on their equipment and shall assist the mechanic in maintenance repair work as directed by management.

Section 5.07. Notwithstanding any other provision in this Agreement any employee who fails to receive six (6) consecutive hours of time off without pay after working, or receiving breaks of less than six consecutive hours, then said employee shall be paid overtime for each hour worked above eighteen (18) hours until relieved from duty. In addition said employee shall be paid overtime pay for all of the previous eighteen (18) hours worked. Other overtime sections of the contract shall remain in effect.

ARTICLE VI- WAGES AND BENEFITS

Section 6.01. Each employee shall be paid in accordance with the hourly rates listed in Appendix A.

Effective July 1, 2021, employees shall receive an increase of two percent (2.00%) over their rates of pay in effect on June 30, 2020.

Effective July 1, 2022, employees shall receive an increase of two and one-quarter percent (2.25%) over their rates of pay in effect on June 30, 2021.

Section 6.02. Job Related Disability Benefits. Employees who are absent from work as a result of a job-related injury or illness and who are eligible for and receiving payments for total disability under the Workers' Compensation Act shall receive payments for the difference between the Workers' Compensation benefit and their net straight time pay for a period not to exceed three (3) months.

Section 6.03. Health Insurance

A. **Medical Insurance.**

Employees shall be eligible for coverage and able to enroll in the Town's High Deductible Health Plan offered during open enrollment, medical and prescription drug claims will accumulate towards the deductible. Preventive services will be covered at 100%. The Town shall pay a portion of the insurance premium for employee coverage options listed herein and the employee shall pay the remainder by payroll deduction as follows:

Employees currently pay seventeen and one half percent (17.5%) of their insurance premium.

Effective September 1, 2021 employees shall pay eighteen percent (18%) of their insurance premium.

Effective September 1, 2022 employees shall pay eighteen and one-half percent (18.5%) of their insurance premium.

Notwithstanding the aforementioned language, effective November 1, 2016 the Town shall provide medical benefits to employees in accordance with the State of Connecticut' 2.0 Partnership Plan ("Partnership Plan"). The Union covenants and agrees that the Town has

the sole discretion to end its contract with the State of Connecticut regarding the Partnership Plan. Any bargaining unit employee who is penalized by the State of Connecticut for failure to comply with the wellness requirements of the Partnership Plan shall have all such penalties deducted from their payroll to reimburse the Town. All appropriate payroll deduction paperwork shall be signed by each bargaining unit employee prior to the Town's execution of its contract with the State of Connecticut regarding the Partnership Plan. The Town and Union hereby covenant and agree that in the event the Town withdraws from the Partnership 2.0 Plan, the Town shall offer a medical plan that is substantially comparable to the medical plan which existed for employees in September of 2016.

Covered Services	HDHP 3000 / 6000
Annual Deductible	\$3,000 / \$6,000
Coinsurance	20%
Out-of-Pocket Maximum	\$6,000 / \$12,000
Preventive Care	\$0
PCP Office Visit	Deductible / Coinsurance
Specialist Office Visit	Deductible / Coinsurance
Urgent Care	Deductible / Coinsurance
Emergency Room	Deductible / Coinsurance
Outpatient Surgery	Deductible / Coinsurance
Inpatient Hospital	Deductible / Coinsurance
Lab & X-Ray (non-advanced)	Deductible / Coinsurance
Lab & X-Ray (advanced)	Deductible / Coinsurance
Prescription Drugs	
Retail (Tier 1/Tier 2/Tier 3)	Deductible / Coinsurance
MOD (Tier 1/Tier 2/Tier 3)	Deductible / Coinsurance

The Union recognizes that the Town has the right to change insurance carriers and/or benefit plans provided that the insured benefits are substantially equal to the benefits provided by the former carrier. Substantially equal” means that, if the change in carrier results in any modification to the benefit plan, the overall plan will provide benefits that are at least equal in value to the benefits provided by the overall plan by the former carrier or former plan. In the event the Town exercises its right to change insurance carriers it agrees that it shall meet with the Union prior to making any changes.

The terms of the new plan need not conform exactly to the former plan as long as the test of substantially equal is met.

Sixty (60) days prior to the implementation of any change in carrier, the Town shall submit to the Union the new coverage so that the Town and the Union can ascertain if the test of substantially equal is met.

If there is disagreement over whether the test of substantially equal is met, either of the parties may submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration. The Town shall have the right to transfer the matter to the American Arbitration Association (AAA) so long as the Town pays all costs associated with said transfer.

B. Dental Insurance.

The Town shall make available to each employee a Dental Plan with a Fifty Dollar (\$50.00) annual deductible per individual and a One Hundred Fifty Dollars (\$150.00) annual deductible per family and the following co-insurance schedule:

Preventative – 100% of reasonable and customary charges.

Basic – 80% of reasonable and customary charges.

Major – 50% of reasonable and customary charges.

Individual calendar year maximum amount - \$1,500.00

For each employee who elects to participate in this Dental Plan the Town shall pay one hundred percent (100%) of the monthly premium for individual coverage and the employees shall pay by payroll deduction the difference between the monthly premium for the dependent coverage elected and the monthly premium for individual coverage under the dental plan.

C. I.R.C. Section 125 Plan.

The Town shall implement and maintain a “Section 125” Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employee’s share of health insurance premiums. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agents in furtherance of the IRC Section 125 Plan.

- D. Employees who retire after the effective date of this Agreement who are eligible to receive an early or normal retirement under the Town Pension Plan shall be given the opportunity to continue to participate in the medical insurance described in Section 6.03 of this Article at the Town group rate of eligibility for Medicare and such premiums shall be paid by the retiree in advance on a monthly basis. This option shall be offered to the retiree one time and only must be elected as of the date of retirement. If the retiree fails to pay the monthly premium as required by the Town, the insurance shall be cancelled and shall not be renewable. If the Town's insurance carrier does not allow retirees to participate at the Town group rates, the Town shall not be required to provide any insurance coverage to the retiree.

Section 6.04. Employees shall be given an option one time each year to decline the medical coverage described in Section 6.03, sub-sections A, B and C of this Article. Employees who elect such option shall be ineligible for medical coverage for twelve (12) months following the effective date pre-existing medical coverage ceases or medical coverage would have commenced had the option not been chosen unless such employee unavoidably loses coverage through his spouse or due to another qualifying event. One payment shall be made to the employee who makes said election on June 30 of the year after said election is made.

If only one (1) bargaining unit employee elects such option, the Town shall pay the employee who elects such option \$2,000 on June 30 of the year after said election is made.

If two (2) or more bargaining unit employees elect such option, the Town shall pay the employees who elect such option \$4,000 on June 30 of the year after said election is made.

Effective July 1, 2019, in the event that five (5) or more employees as of July 1 annually waive health benefit coverage then the payment in lieu of health benefits shall be in the amount of \$4,500 per year. The Town shall provide notice to the Union of the current number of personnel opting out of health benefit coverage. In addition, current Town employees will not be permitted to receive the buyout in the event that they are opting out of the Town's plan but are inevitably covered by another employee, i.e., their spouse, in a Town plan of any kind, including the Board of Education.

Section 6.05. The Town shall provide forty Thousand Dollars (\$40,000) of life insurance plus accidental death and dismemberment to each employee at no cost to said employee.

Section 6.06. Each employee hired prior to October 13, 2015 shall be covered under and in accordance with the provisions of the Town of Monroe Pension Plan in existence as of January 1, 1985 and as amended effective January 1, 1998 and with the following stipulations:

- A. Employees are 100% vested after five (5) years of employment.
- B. Employees contribute three-percent (3%) of gross pre-tax W-2 earnings.
- C. Full normal retirement at age sixty-five (65) with at least five (5) years of service.
- D. Normal full retirement compensation shall be the sum of the employee's highest average earnings received in a consecutive sixty (60) month (i.e. five (5) year) period, out of the last one-hundred-twenty (120) months (i.e. ten (10) years), multiplied by 1.75% and multiplied by the employee's total years of service.

- E. Employees are eligible for early retirement at age fifty-five (55) with at least fifteen (15) years of service. Pension benefit for early retirement shall be reduced in accordance with the provisions of the Town of Monroe Pension Plan as amended.

Each employee hired after October 13, 2015 shall not be entitled to participate in the Town's defined benefit plan, but shall be permitted to participate in the Town's 401(a) plan. The 401(a) plan shall contain the following general features:

1. Three (3%) percent pre-tax contribution with a matching three (3%) percent contribution by the Town;
2. 100% vesting of Town contribution after three (3) vesting years;
3. Annuity distributions only; prohibition on lump sum distributions except for under \$5,000 mandatory cash-outs;
4. Prohibition on distributions before normal retirement age (age 65), except for under \$5,000 mandatory cash-outs;
5. Prohibition on in-service withdrawals;
6. Prohibition on rollover contributions to the Plan;
7. Prohibition on participant investment direction; and
8. Prohibition on loans from participant accounts.

Section 6.07. The longevity schedule shall be as follows:

<u>Years of Continuous Service</u>	<u>Annual Amount</u>
5	\$100
10	\$200
15	\$300
20	\$350
25	\$400
30	\$450

The longevity pay shall be payable in the first pay period in December or the first pay period after the employee's first applicable anniversary, whichever shall occur last.

Section 6.08 Notwithstanding any of the clauses and language of this Agreement, if the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, any other local, state or federal statute or regulation, the Town shall have the right to enter into negotiations with the Union. These negotiations will begin in March 2020, if necessary.

ARTICLE VII- HOLIDAYS

Section 7.01. Employees shall be paid for and have the following days off as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

Highway Department employees shall receive one floating holiday in addition to those holidays listed above which shall be taken at a time agreeable to the Director of Public Works or his designee and which shall not be denied without sufficient reason. Park Maintainers shall receive one floating highway which shall be taken at a time agreeable to the Park and Recreation Director or his designee and which shall not be scheduled during the period from Memorial Day weekend through Labor Day weekend.

Section 7.02. If a holiday falls on a Saturday, the previous Friday shall be considered the holiday; if the holiday falls on a Sunday, the following Monday shall be considered the holiday.

Section 7.03. In the event employees are required to work on a holiday, they shall be paid time and one-half (1-1/2) plus the holiday pay, except that employees required to work on Thanksgiving, Christmas and New Year's Day will be paid at the rate of double time (2 X) for all hours worked in addition to their regular holiday pay. For the purposes of this Section, Christmas and New Year's Day shall be recognized as occurring on the actual calendar dates of December 25 and January 1 rather than on any alternate date observed pursuant to Section 7.02.

ARTICLE VIII- VACATIONS

Section 8.01.

- A. Application for vacation shall be made by the employee and is subject to approval of the employee's supervisor. Application for vacation in excess of two weeks is subject to the approval of the First Selectman or designee. Application for vacation must be made in MUNIS. Any employee wishing to take two (2) or more days of vacation must request the approval of his supervisor at least one (1) week in advance. Any employee wishing to take single days of vacation must request the approval of his supervisor at least forty-eight (48) hours in advance, except in the case of an emergency. Single day vacations shall be scheduled on a first come-first served basis.
- B. No more than three employees in the highway department may be on vacation at the same time, except that between November 15 and April 15 only one employee at a time may be on vacation. Exceptions may be granted by the Director of Public Works upon the recommendation of the Highway Supervisor.

C. No more than one park maintainer may be on vacation at any time and no vacation shall be scheduled by park maintainers from Memorial Day Weekend through Labor Day weekend except with prior approval from the Parks and Recreation Director. If requested in writing, exceptions may be granted by the First Selectman who will review the matter with the Park and Recreation Director.

Section 8.02. Vacation time with pay shall be granted according to the following schedule.

<u>CONTINUOUS SERVICE AS OF ANNIVERSARY DATE</u>	<u>PAID EARNED VACATION</u>
6 months, but less than 1 year	6 days
1 year, but less than 5 years	12 days
5 years, but less than 15 years	18 days
15 years or more	24 days

Section 8.03. The vacation year is January 1 through December 31. The amount of paid vacation time due an employee shall be credited in advance on January 1st each year and shall be based on the amount of continuous service an employee will achieve on the anniversary date of his date of hire in the vacation year.

Section 8.04. New employees hired between January 1 and June 30 shall be credited with six (6) days vacation on their day of hire but shall not be entitled to take vacation leave until completion of six (6) months of continuous service.

Section 8.05. Five (5) days of vacation leave may, be carried over into the next vacation year. Subject to the application for approval to the Director of Human Resources, an additional five (5) days may be carried over into the next vacation year. However, any such approval is within the sole discretion of the First Selectman whose decision shall not be grievable. Requests to carry over vacation must be submitted to the Director of Human Resources office by December 15th, and shall include any vacation requests through December 31st. Carried over vacation must be scheduled and taken before the following July 1st. Payments in lieu of vacation will not be permitted.

Section 8.06. An employee who becomes ill during the course of his vacation leave shall be given an opportunity to change his vacation to sick leave, if he so desires, with the condition he file with the First Selectman a physician's certificate confirming the illness.

Section 8.07. At the time of an employee's termination or death, vacation time credited as of the preceding January 1 shall be prorated for actual months worked by the employee, using the following schedule:

<u>Amount of Vacation Credited</u>	<u>Monthly Proration</u>
6 Days	½ Day Per Month
12 Days	1 Day Per Month
18 Days	1-1/2 Days Per Month
24 Days	2 Days Per Month

Vacation shall be subtracted from the prorated amount. Any remaining balance shall be paid to the employee or, in the case of death, to the employee's beneficiary. If the employee has taken more vacation than the prorated amount, the employee shall reimburse the Town for the difference between vacation taken and the prorated amount. Said reimbursement shall be by payroll deduction if funds are available or shall be paid directly by the employee at the time of termination of employment.

Notwithstanding the aforementioned language, employees who retire shall be paid for all of their vacation pay as long as the following three requirements are satisfied:

- (1) The employee retires at a time where he/she will receive a full retirement benefit under the Town's pension plan; and
- (2) The employee gives notice to the Town of his/her retirement no later than December 15th of a given year; and
- (3) The employee's retirement date is on or after April 1 of a given year.

ARTICLE IX- LEAVE PROVISIONS

Section 9.01. Employees must notify the department head or his/her designee on the first day of absence within one (1) hour of their starting time. Sick leave shall not be granted for illness or injury which is directly related to employment by an employer other than the Town. Absences of more than three consecutive days must be documented by medical evidence showing the nature of the illness or injury and the period of time during which the employee was unable to work because of the illness or injury.

Section 9.02. If the Department Head, First Selectman or his designee has reason to believe that sick leave is being abused (e.g., a pattern of sick leave taken on Fridays or Mondays or on days occurring prior to or immediately after a holiday or vacation) he may require that, for future absences, the employee provide a note from a physician stating the nature of the employee's illness or injury and the period of time during which the employee was unable to work and/or require that the employee submit to a medical examination by a Town appointed physician at the Town's expense. Such medical examination shall be limited to only those procedures needed to verify the illness or injury complained of. The Town will review this requirement at 6 month intervals and remove it if there is no longer any reason to believe that sick leave is being abused by the employee.

Section 9.03. Income Protection Plan for Non-Job Related Illness or Injury.

- A. **Annual Sick Days With Pay.** Employees shall earn one and one quarter (1.25) days each month to a total of fifteen (15) days per year for absences when the employee is unable to work due to non-job related illness or injury.

- B. Extended Disability Benefits. After the first ninety (90) consecutive calendar days of absence, an employee who is rendered totally disabled and is thereby unable to perform another job to which he may be suited by reason of training or education, shall be entitled to receive a disability payment in the amount of 66-2/3% of the employee's base salary at the time of disability to a monthly maximum of Five Thousand Dollars (\$5,000), commencing with the ninety first calendar day of such disability and continuing until retirement or age sixty-five. The disability payment shall be offset by Social Security or any other governmental payment or other plan to which the Town contributes. The terms of this disability Section shall be governed by the provisions of the Contract between the Town and the disability insurance carrier, a copy of which has been provided to the Union President and the Union Representative. A summary of the Disability Plan is attached as an Appendix to this Agreement. Each employee shall receive, at time of hire, notice of the name of carrier, eligibility requirements for coverage, any and all exclusions. The Union and all bargaining unit members shall receive prompt notice of any changes to the Contract between the Town and its carrier.
- C. Sick leave may be accumulated to a maximum of ninety (90) days per each employee. The amount of accumulated sick leave may be used, at the option of the employee, to supplement the disability benefits described in this Section. The supplement shall be the difference between the disability benefit amount and 100% of the employee's base salary at the time of disability. For each day the supplement is paid, the sick leave bank will be reduced by one-third (1/3) day or by one (1) day if the supplement is paid for the first ten (10) days of absence when the employee received no disability benefit.

Section 9.04. Termination of Employment Due to Inability to Work.

- A. The procedures of this Section shall be implemented when an employee who has been absent due to long term disability (both job-related and non-job-related) cannot return to work within twenty-six (26) weeks and no later than one year from the date of disability.

- B. Upon notification from the Town to the employee pursuant to section "A" above, the employee within ninety (90) calendar days of the Town's notification must present certification from his physician that the employee is able to perform or will be able to perform the essential functions of his job within a year of the date of disability. Date of disability shall be the first day the employee was unable to report to work due to disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date of disability. If the employee's physician does not certify within ninety (90) calendar days of the Town's notification that the employee is able to perform the essential functions of his job, the duties of his position or of any other available position offered by the Town, or, if in the opinion of a physician selected by the Town, the employee is found to be unable to perform said duties, the Town may terminate the employee. In such case, any disability benefits for which the employee may be eligible shall continue unaffected. The Town if it disagrees with the opinion of the employee's physician shall have the right to send the employee to a physician of the Town's choosing at no cost to employee and employee shall be required to submit to said examination and shall provide all medical information requested by the Town appointed physician.
- C. When there is conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained. For such a purpose, the employee shall select a physician from a list of three medical providers (with the appropriate medical specialty) selected by the Town. The third medical opinion shall prevail.
- D. In the event the employee does not report for the required medical evaluations or if the employee fails to provide a physicians report within ninety (90) calendar days of the Town's notification under section A, the employee may be terminated and such termination shall be deemed to be for just cause.
- E. In the event the employee returns to work within the above-referenced one (1) year, he shall suffer no loss in continuous service or seniority rights.

Section 9.05. The difference between an employee's regular pay and what he shall receive for jury duty shall be made up by the Town in accordance with the regular policy of the Town pertaining to jury duty.

Section 9.06. Each employee shall be granted five (5) days' bereavement leave with pay in the event of a death of a spouse or child, step-child, father, mother, sister, brother, grandchild, mother-in-law, father-in-law, or any relative who is domiciled within the employee's household; and one (1) day bereavement leave to attend the funeral of a grandparent, , brother-in-law, sister-in-law, son-in-law or daughter-in-law.

Section 9.07. Employees requesting funeral leave shall be required to provide documentation to the Supervisor.

Section 9.08. No more than two (2) member(s) of the Union, per day, may be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit, under this Section, shall not exceed eight (8) working days in any fiscal year. All such leaves shall be requested at least one (1) week in advance of the leave. Such leave may be taken in full day or half day increments only.

Section 9.09. An employee who establishes a perfect attendance record in the previous fiscal year shall be entitled to three (3) days off with pay during the following fiscal year which days shall not be charged against the employee for purposes of establishing the perfect attendance record. At the employee's option, an employee who has earned these three days off with pay may receive a cash payment in lieu of taking some or all of the days off. "Perfect attendance record" means the employee is not absent from work on a regularly scheduled work day for a twelve month period from July 1st through June 30th.

Section 9.10. Employees shall receive two (2) personal days per calendar year. There is no carryover of personal days. Personal days must be used in four (4) hour increments.

ARTICLE X- GRIEVANCE PROCEDURE

Section 10.01. Any grievance or dispute which may arise between an employee and/or the Union and the Town concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner, and no resolution effected without the written consent of the Town and the Union shall be contrary to the terms of the provisions of this Agreement

Section 10.02. Step One (1). Employee to Immediate Supervisor – The employee and/or the Union shall present to his Immediate Supervisor all the facts available pertaining to the problem or incident within ten (10) days of the date the grievant knew of or should have known of the occurrence. Within five (5) days of the meeting, the Immediate Supervisor shall adjust or appeal the problem and notify the employee and the Union of his decision in writing.

Section 10.03. Step Two (2). To the Department Head – If the employee and/or the Union still feel further review is necessary, the Union and/or the employee may, within five (5) days of the Immediate Supervisor's action or decision, request a meeting with the Department Head. The Department Head shall, within ten (10) days of the meeting adjust or appeal the problem and notify the employee and the Union of his decision in writing.

Section 10.04. Step Three (3). To the First Selectman – If the employee and/or the Union still feel further review is necessary, the Union and/or the employee may, within five (5) days of the Department Head's action or decision request a meeting with the First Selectman. The selectman shall, within ten (10) days, call a meeting with the Union and/or the employee. The First Selectman shall render his decision in writing, either at the end of the meeting or within ten (10) days after the meeting, to the employee and the Union.

Section 10.04 Step Four (4). Arbitration – In the event the Union feels that further review is justified, it shall file notice of appeal within thirty (30) calendar days to submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration. The Town shall have the right to transfer any grievance to the American Arbitration Association (AAA) so long as the Town pays all costs associated with said transfer. In the event a grievance is transferred to AAA said case shall be heard by Martin Webber in accordance with AAA rules for labor arbitration. In the event Mr. Webber is unavailable the Union and Town shall select an arbitrator in accordance with

AAA labor arbitration rules. Any discharge of a non-probationary employee may be immediately appealable to arbitration within fifteen (15) working days of the notice of discharge. All grievances shall be heard by a tri-partite arbitration panel unless the parties agree to a single arbitrator. The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties. Said arbitrator or arbitrators shall not have the power to change, modify or otherwise amend this Agreement. The cost associated with the arbitration of any grievance shall be shared equally by the Town and the Union, except in the event that the Town elects to transfer a grievance to the American Arbitration Association (AAA).

Section 10.05. For the purposes of this Article, references to days shall mean work days.

ARTICLE XI- DISCIPLINARY PROCEDURE

Section 11.01. All disciplinary action shall be for just cause and shall be applied in a fair manner and shall not be incongruous to the infraction for which the disciplinary action is being applied.

Section 11.02. All disciplinary action assessed to non-probationary employees may be appealed through the established grievance procedure.

Section 11.03. A statement of the charges resulting in written warning, suspension or discharge shall be in writing and a copy given to the employee and the Union President.

Section 11.04. This Article shall not apply to probationary employees.

ARTICLE XII- SAFETY AND HEALTH

Section 12.01. Both parties to this Agreement hold themselves responsible for mutual, cooperative, enforcement of the safety rules and regulations.

ARTICLE XIII- NO STRIKE/NO LOCK-OUT

Section 13.01. The Union agrees that it will not call or support any strike, work stoppage, work slow-down or any other action against the Town that would impede the proper functioning of the Town government at any time. The Town agrees that it will not lock out any employees at any time.

ARTICLE XIV- PRIOR BENEFITS AND PRACTICE

Section 14.01. Any job benefits or work practices existing prior to the date of this Agreement that were established in written documents issued by duly authorized Town agencies or officials, and which are not specifically provided for or abridged in this Agreement, shall continue in effect. The Town shall have the right to make reasonable changes in such job benefits or work practices, provided that the Town shall discuss any such changes with the Union before such changes are made, and the Union shall have access to the grievance procedure to determine whether such changes are reasonable as required herein.

ARTICLE XV- JOB CLASSIFICATIONS

Section 15.01. Job Classifications. The following shall be the job classifications and primary and additional tasks within classifications in the Highway Maintenance Department and the Parks and Recreation Department:

<u>Job Classification</u>	<u>Primary Task</u>	<u>Additional Task</u>
Caretaker – Disposal Area Parks Maintainer	Gate Maintenance at Disposal Area	
Maintainer I	Laborer	Flagman; Occasional Truck Driver
Maintainer II	Truck Driving	Laborer/Flagman; Occasional Light Equipment Operator; Maintenance and Repair Duties as assigned
Maintainer III	Truck Driving/ Light Equipment Operation	Occasional Heavy Equipment Operator or Skilled Laborer; Laborer, Flagman
Maintainer IV	Heavy Equipment Operation	Truck Driver/Occasional Light Equipment; Inventory Maintenance and Record-Keeping
Mechanic	Maintenance and Repair of Town Vehicles and Equipment	Drive Trucks and Operate Equipment; Inventory Maintenance and Record-keeping
Crew Leader	Working Supervisor of Project Crew	Truck Driver/Laborer; Flagman; Occasional Heavy and Light Equipment Operation; may act in absence of Highway Supervisor

The above classifications and general description of tasks are only benchmarks to be followed and do not contain the full job description. The term "Heavy Equipment" shall mean vehicles which weigh more than 20,000 pounds, excluding loaders and dump trucks. The term "Light Equipment" shall mean all other equipment.

The aforementioned language shall not supersede the language in Appendix A regarding the tri-axle dump truck.

ARTICLE XVI- CLOTHING AND EQUIPMENT

Section 16.01. The Town shall pay to each employee once each year up to Two Hundred (\$200.00) for one pair of work shoes upon presentation by the employee of a receipt from the place of purchase indicating the type and size of shoe and the date and place of purchase. Effective July 1, 2019 the Town shall pay to each employee once each year up to Two Hundred Twenty Five Dollars (\$225.00) for one pair of pre-approved (by the Department Head) safety work shoes upon presentation by the employee of a receipt from the place of purchase indicating the date and place of purchase. The aforementioned payment shall be made within thirty (30) days from the presentation by the employee of the receipt. Said receipts must be presented to the Director of Public Works or his designee prior to June 30th of each year of the contract for reimbursement for such year.

Section 16.02. The Town shall provide each employee (excluding Mechanics) with an account in the amount of \$200.00 Effective July 1, 2019 the Town shall provide each employee (excluding Mechanics) with an account in the amount of \$225.00 for work clothing limited to uniform work shirts, sweat-shirts, trousers, jackets and hats. Clothing orders, except for t-shirts, shall be placed by each employee once each year during the month of October to include (5) five T-shirts with Town insignia will be provided by the Town. The Town and the Union shall designate one source to fill the clothing orders. Exterior garments: T-shirts, shirts, sweat-shirts, jackets and hats shall have the Town identification insignia. Each employee must wear the uniform clothing (no cut off shirts or tank tops) while working. The Town will provide uniform clothing to Mechanics and provide for cleaning of such clothing.

Section 16.03. The Mechanics shall receive an annual stipend for tools of \$150.00 which shall be paid during the month of July in each fiscal year.

Section 16.04. The Town shall reimburse any Mechanic for the cost of earning and maintaining the Master Automobile Technician certification issued by the National Institute for Automotive Service Excellence.

ARTICLE XVII- DURATION

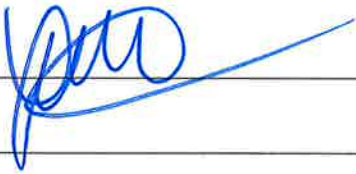
Section 17.01. The effective date of this Agreement shall be July 1, 2020.


Section 17.02. This Agreement and its appendices constitute the entire agreement between the parties; and concludes all collective bargaining negotiations, except as may be otherwise mutually agreed hereafter, during the term of this Agreement, and shall remain in full force and effect from its effective date through June 30, 2023, and each year thereafter unless either party gives notice to the other of its intention to change this Agreement. Said notice to the other party must be given in writing no later than January 30th preceding the termination date of this Agreement. The Town shall have the right to reopen this Agreement for negotiations with the Union in the event the funding the Town receives from the State of Connecticut is reduced by 10% or more from the legislature approved State budget for the duration of this Agreement.


IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and signed by their mutually authorized officers or representatives as indicated below.

TOWN OF MONROE

CONNECTICUT ASSOCIATION OF
LABOR UNIONS







APPENDIX A

SCHEDULE OF WAGES

<u>Job Classification</u>	<u>Effective</u> <u>7/1/2020</u>	<u>Effective</u> <u>7/1/2021</u>	<u>Effective</u> <u>7/1/2022</u>
Parks Maintainer	\$24.3362	\$24.8229	\$25.3814
Maintainer II	\$27.1780	\$27.7216	\$28.3453
Maintainer III	\$28.4771	\$29.0466	\$29.7001
Maintainer IV	\$29.7649	\$30.3602	\$31.0433
Crew Leader	\$31.1103	\$31.7325	\$32.4465
Mechanic	\$31.7716	\$32.4070	\$33.1362

The Crew Leader assigned by the Town to act as Highway Supervisor when the Highway Supervisor is absent shall receive an additional three (\$3.00) dollars per hour provided that the crew leader works as Highway Supervisor for five (5) or more consecutive days (but less than 10). The Crew Leader assigned by the Town to act as Highway Supervisor when the Highway Supervisor is absent shall receive an additional five (\$5.00) dollars per hour provided that the crew leader works as Highway Supervisor for ten (10) or more consecutive days. In the event the crew leader works as foreman for five (5) or ten (10) or more consecutive days the additional applicable pay will be retroactive to the first day the crew leader works as Highway Supervisor in the five (5) or ten (10) day period.

Employees assigned by the Town to act as Crew Leader when the Crew leader is absent shall receive the Crew Leader's rate.

Employees assigned by the Town to work in a higher classification (other than Foreman or Crew Leader) shall be paid the rate of the higher classification.

At the option of the Town, the starting rate for new employees shall be up to One Dollar and Fifty Cents (\$1.50) per hour less than the rates listed above. Upon completion of the probationary period, the employee shall advance to the rate for the classification as listed above.

Employees assigned by the Town to drive tractor trailers with an attached trailer or tri-axle trucks shall be paid One Dollar and fifty cents (\$1.50) per hour more.

Any employee designated the lead employee (only one (1) employee per day) to install and maintain street signs shall be paid at the rate of a Maintainer III while working as the lead for installation and maintenance of street signs.

APPENDIX B

Connecticut Association of Labor Unions
-Application for Membership-

APPENDIX C
(CCL- Long Term Disability Plan Summary)