

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWN OF SEYMOUR

And

SEYMOUR PUBLIC WORKS EMPLOYEES

**LOCAL 1303-24 OF COUNCIL 4
AFSCME, AFL-CIO**

July 1, 2021 through June 30, 2025

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Between
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LOCAL 1303-24 OF COUNCIL 4
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This Agreement entered into effective July 1, 2017 by and between the Town of Seymour, hereinafter referred to as the "Town" and Local 1303-24 of Connecticut Municipal Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

Section 1.0

The Town hereby recognizes the Union as the sole and exclusive representative of all employees in the Highway Department and Transfer Station, also known as Public Works Department, who were not elected and who do not have the right to hire and fire, other than seasonal employees, for the purpose of bargaining with respect to wages, hours of work and conditions of employment. Specifically excluded from this Agreement are the Director of Public Works and Clerical Staff of the Public Works Department. Supervisors shall mean Director or designee.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.0

Except as otherwise modified or restricted by an express provision of this Agreement, the Town reserves and retains exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of Management. Such rights include, but shall not be limited to, the right to direct and control the workforce, establishing standards of productivity and performance of its employees; determining the objectives of the Town and the methods and means necessary to fulfill those objectives, including the creation or discontinuation of services, departments or programs in whole or in part; the determination or the content of job classifications for newly created positions; the determination of the qualifications for employees based upon the content of available job descriptions; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees for just cause; the relief from duty of its employees because of lack of work or other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies

Section 2.1

Such rights and responsibilities are inherent in the Town by virtue of statutory and Charter provisions, therefore actions with respect to these rights and responsibilities are not subject to review except as specifically abridged or modified by this agreement.

**ARTICLE 3
UNION SECURITY**

Section 3.0

All new employees shall, upon the signing of this Agreement, either become members of the Union after thirty (30) days of employment or refrain from joining the Union. Non-members may choose to pay to the Union a service fee equivalent to the dues uniformly required of the members. Employees who so choose shall execute in writing a deduction authorization for the limited purpose of authorizing the Town to deduct from their wages such dues or services fees fixed and certified in writing by the Union.

Section 3.1

The Employer agrees to deduct dues and/or fees weekly, as certified by AFSCME from the wages of all employees covered by this Agreement. The Union shall save the Town harmless from any and all claims, demands, suits or judgments arising from the implementation of sections 3.0 and 3.1.

Section 3.2

The dues deduction for each month will be made weekly, and the total amount so deducted will be remitted to the Council 4 office along with an itemized list of employees showing the amount of dues deducted by the end of the month for which said deductions have been made.

**ARTICLE 4
SENIORITY**

Section 4.0 Definition of Seniority and Loss of Seniority

The Town shall prepare a list of regular employees showing their seniority in length of service with the Town and deliver it to the Union each year on July 1. Seniority shall be defined as the length of an employee's continuous unbroken service with the Town.

An employee shall lose seniority for the following:

- a. Having quit voluntarily;
- b. Discharged for just cause;
- c. An absence, except in case of lay-off, for three (3) consecutive working days without notifying the Town;
- d. Failure to return to work on the first day following a period of approved leave of absence except as otherwise provided by law;
- e. Retirement; or
- f. If recall from lay-off time has expired.

Section 4.1 Vacancies

When a vacancy exists that is to be filled or a new position is created as a Union position, it shall be posted in the Garage for five (5) work days and the Town will consider seniority and qualifications, and where qualifications are substantially equal, the most senior employee shall be given first opportunity to fill the position. If he/she refuses the opportunity, and all other factors are substantially equal, it shall be the next senior employee. A break-in and probationary period for the promotional vacancy shall be forty-five (45) working days.

The Human Resources Manager will review all written applications submitted for new employment positions (non-promotional vacancies) and then submit the applications of applicants who meet the minimum qualifications to the Board of Public Works and the First Selectman. The Board of Public Works shall be responsible for interviewing all applicants for new employment positions and making recommendations to the Board of Selectmen. The Human Resources Manager and First Selectman may review and comment upon the hiring recommendations made by the Board of Public Works to the Board of Selectmen.

Section 4.2 Layoffs

Should there be a financial need to implement a reduction in force, employees within the classification of Laborer shall be laid off first. Should there still be a financial need to have a reduction in force, the employee with the least seniority shall be laid off next. Laid off regular employees with the most seniority shall be rehired first and no new employee shall be hired until all employees have been given the opportunity to return to work within two (2) years and provided the employee recalled is qualified to fill the vacancy. In the event of a layoff; an employee shall retain his seniority status for two (2) years from the date of his/her layoff.

Section 4.3 Probationary Period

New employees shall have a probationary period of one hundred twenty (120) calendar days

after which they shall be classified as regular employees. The probationary period may be extended up to seventy-five (75) days if necessary to qualify an employee in snow plowing. No seniority rights shall accrue during the probationary period, however upon completion of the initial probationary period, the employee's seniority shall revert back to the latest date of hire. After the initial probationary period, no employee shall be terminated except in accordance with Section 4.5.

Section 4.4 Work Assignments

Department Supervisors shall be responsible for assignments of work to employees in their sections at all times. They must be consistent with respect to types, and hours of work shall impartially be assigned to employees in each classification.

Section 4.5 Terminations for Just Cause

No employee shall be terminated except for just cause. The Town shall notify the Union in writing of all such terminations within twenty-four (24) hours of termination.

Section 4.6 Subcontracting (Use of Outside Contractors)

- A. No outside contractors shall be hired to do work normally performed by regular Town Employees unless mutually agreed upon by the Town and the Union. The Town reserves the right to establish contracts or subcontracts for municipal operations under emergency circumstances as declared by the First Selectman, provided that this right shall not be used for the purposes or intentions of undermining the Union or of discriminating against its members and provided further that the Town will first endeavor to utilize available and qualified bargaining unit employees before using outside contractors.
- B. In the event equipment other than Town owned equipment is needed to meet an emergency, such equipment and operators may be utilized for the duration of said emergency.
- C. No Public Works equipment is to be used unless qualified bargaining unit employees operate it. If all qualified bargaining unit employees are utilized at the highest available rate, then the Town may temporarily hire outside personnel to operate such equipment. The Director of Public Works, Foreman/Supervisor and Mechanics can also operate said equipment.
- D. Notwithstanding any of the above, the Town shall have the right to subcontract any services as needed, provided that no incumbent bargaining unit employees shall be laid off as a direct result of such subcontracting.
- E. Notwithstanding the foregoing provisions of this Article, or any article hereof, the Director of Public Works and Foreman/Supervisor may perform any work normally performed by members of the bargaining unit without a grievance being filed, providing there is no member of the bargaining unit already assigned other duties who is willing

and able to perform such work.

Section 4.7 Recall from Layoff

Employees recalled from layoff must return to work within ten (10) working days of recall notice, unless otherwise mutually agreed upon.

Section 4.8 Bridging of Seniority If Rehired Within Two Years

An employee in the Public Works Department whose service with the Department is terminated for other than cause, but who is rehired within two (2) years of leaving, shall have his prior actual service added to his future service, after having been on the payroll of the Department for the latter period of at least one (1) year

Section 4.9 Working in Higher Classification

When an employee is required to work in a classification higher than his regular classification, he shall be compensated at the rate of pay of the higher classification. Such higher rate shall not apply to incidental work, assignments of less than one (1) hour duration.

Section 4.10 Minimum Staffing & Limit on Number of Laborers

Irrespective of any other provision of this Collective Bargaining Agreement, the Town agrees to maintain and to fill the following minimum number of positions within the bargaining unit:

- a. Truck Drivers - 13
- b. Mechanics - 1

The maximum number of Laborers is limited to fifty percent (50%) of the combined number of Truck Drivers and Mechanics. For example, if there are thirteen (13) Truck Drivers and one (1) Mechanic, a maximum number of seven (7) Laborers may be employed.

Laborers shall not be required to hold and/or maintain a CDL license and will not be in the rotation for snow plow duties of CDL trucks. Furthermore, the classification of Laborer will not be used to reduce any customary overtime duties currently performed by the Truck Drivers. Laborers who hold CDL licenses may be temporarily assigned to operate trucks in accordance with past practice.

**ARTICLE 5
HOURS OF WORK**

Section 5.0 Hours of Work and Changed Shifts

Regular hours of employment of all bargaining unit employees shall be forty (40) working hours a week, Monday through Friday, eight (8) working hours a day between 7:00 a.m. and 3:00 p.m.

Memorial Day through Labor Day summer hours shall be between 6:00 a.m. and 2:00 p.m. There shall be a paid twenty (20) minute lunch period each day. The Director of Public Works may assign different reporting hours as necessitated by specific job related conditions between December 1 and March 31 provided employees are given three (3) days advance notice. Volunteers by seniority will be asked to work the changed hours first. If there are no volunteers, employees will rotate weekly beginning with the least senior employee first. No employee will have to work the changed hours more than two (2) weeks each month. The changed shift shall not start earlier than five (5:00 a.m.) or end later than ten (10:00 p.m.). Up to four (4) employees may work the changed shifts. Employees working a changed shift will receive a premium of 8% of their regular straight time rate for each hour worked up to eight (8) hours, and will receive time and a half their straight time rate with the 8% premium for all hours worked in excess of eight (8) hours on any changed shift.

A. Notwithstanding the above provisions:

1. The normal work week for the transfer station operations shall be Tuesday through Saturday.
2. The Director of Public Works may assign the Sweeper Operator to work an 8-hour shift with an earlier starting time in accordance with past practice.

Section 5.1 Overtime

Any hours an employee is required to work above the normal, regularly scheduled hours of work week or over eight hours in a work day shall be compensated at time and one-half of the regular rate, except that an employee required to work on Sunday shall be paid double time. The time period begins at 12:01 a.m. to 12:00 midnight on such day to determine double time pay.

Section 5.2 Minimum Call-Back Guarantee

Any employee called back to work after completing his work day, shall be granted a minimum of four (4) hours at the rates specified in this contract.

Section 5.3 Advance Notice of Overtime Assignments

An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor.

Section 5.4 Equalization of Overtime

All overtime work shall be distributed equally among eligible employees as far as practical within classification. A list of specified employees shall be established weekly for possible weekend assignments to be on call. An employee summoned for emergency overtime who refuses to come in shall be dropped to the bottom of the call-in overtime list. Employees called in on an emergency overtime and reporting before his normal position on the overtime list shall be dropped to the bottom of said list, provided however; that to be eligible for overtime and emergency work, an employee must have worked the work day immediately preceding the overtime period.

Section 5.5 Dismissal Time

When due to a severe winter storm or other emergency an employee has worked six (6) or more consecutive hours immediately prior to his regular starting time and the storm or other emergency has ended, the employee will be relieved of duty at 11:00 a.m. and paid at straight time to the end of his regular workday. If, however, following dismissal, the emergency resumes or another emergency occurs and the employee is called back to work before the end of his regular workday, the employee will not receive the minimum callback pay as described in Section 5.2 or receive additional pay for hours worked until the end of his regular workday.

Section 5.6 Rest Break

When working for extended periods due to a severe winter storm or other emergency, after sixteen (16) consecutive hours of work from their start time, employees may take a paid rest break of at least three (3) consecutive hours. Before an employee takes such a rest break, he must notify the Public Works Director or his crew leader by radio or mobile phone of his request to take a rest break, its anticipated duration, and whether he expects to be able to continue working after the break. If the crew leader is notified, he must immediately convey that information to the Public Works Director. The Public Works Director in consultation with the crew leader may schedule staggered rest breaks in order to provide coverage.

Notwithstanding the foregoing, if an employee becomes fatigued to an extent that it might impede his ability to safely operate the assigned equipment, the employee must take a rest break. In such event, the employee must first notify the Public Works Director.

Considering the amount of time already worked and the anticipated duration of the rest break and the emergency, the Public Works Director may dismiss the employee from work and replace him. All emergency rest breaks are to be taken at the Public Works yard and building unless otherwise instructed.

ARTICLE 6 BENEFITS

Section 6.0 Group Health Insurance

A. Group Health Insurance Plans

As used in subsection A of Section 6.1, the terms “full-time employees,” “eligible employees,” and “employees” mean employees regularly scheduled to work forty (40) hours per week or otherwise required by law to be provided with group medical insurance.

Effective July 1, 2017, the Town will provide only a High Deductible Health Plan (HDHP) for full-time employees and their eligible dependents. All current full-time employees and their eligible dependents covered by the Anthem Blue Cross/Blue Shield Century Preferred PPO Plan who want to continue to participate in the group health insurance offered by the Town must switch to the HDHP effective July 1, 2017.

The HDHP shall have an annual deductible of \$2,000 individual and \$4,000 family for in-network and out of network services. Once the annual deductible is met, the plan will pay 100% for in-network services excluding prescription drug co-payments. Out-of-network services shall be subject to an 80%/20% coinsurance to a coinsurance maximum of \$3,000 for individual coverage and \$6,000 for aggregate family coverage. The shared in-network and out-of-network out-of-pocket annual maximum shall be \$5,000 for individual coverage and \$10,000 for aggregate family coverage. Prescription co-pays of \$5 for generic drugs, \$25 for listed brand name drugs, and \$40 for non-listed brand name drugs made after the annual deductible is satisfied will count towards the out-of-pocket maximum. A summary listing of benefits is provided in Appendix B.

A HSA shall be established by the Town for each eligible employee who participates in the HDHP. For the plan years beginning on the dates below, the Town shall contribute by direct deposit to the eligible employee’s HSA a portion of the in-network annual deductible based on the following percentages and schedules:

7/1/2021	50%	full amount paid on July 1, 2021
7/1/2022	50%	full amount paid on July 1, 2022
7/1/2023	50%	full amount paid on July 1, 2023
7/1/2024	50%	full amount paid on July 1, 2024

For employees ineligible to contribute to a Health Savings Account (HSA), a Health Reimbursement Arrangement (HRA) will be established and funded by the Town by direct deposit to the employee’s HRA in the same amount that would have been paid into an HSA had the employee been eligible and at the same times. HRA balances will roll over year to year up to the full deductible amount. HRAs are owned by the Town, and employees forfeit their HRA balances at the end of their employment.

If an employee commences participation in the HDHP mid-plan year, the first employer contribution to the HSA or the HRA will be prorated based on the first full month of coverage.

Effective July 1, 2021 eligible employees will pay 6% of the premium and will continue to pay

6% of the premium for the plan year beginning July 1, 2022. Effective July 1, 2023 eligible employees will pay 7% of the premium. Effective July 1, 2024 eligible employees will pay 7% of the premium.

The plan year for the HDHP/HSA option shall be July 1st through June 30th.

Section 125 Plan: Employee payments for premium cost shall be made through a payroll deduction, which will be done by the adoption of an IRS Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

FSA Plan: Eligible employees participating in the HDHP/HSA Plan will be allowed to participate in the FSA for dependent care only. All eligible employees will be allowed to deposit monies into a FSA under Section 125 of the IRS Code for the purpose of dependent care expenses. These monies may be expended for medical care and/or dependent care under Section 129 of the IRS Code. Eligible employees may also voluntarily contribute additional monies into their FSA in accordance with Sections 125, 129, and 105(h) of the IRS Code.

The Town's cost for the FSA shall not exceed eight hundred (\$800) dollars for start-up, two hundred and fifty (\$250) dollars for annual renewal and five (\$5) per participant each month. Any additional costs associated with the FSA will be borne by all the participants in the plan.

The foregoing benefits are subject to the terms and conditions of the carriers' master policies which shall control in all cases.

- B. Change in Insurance Plan: The Town may change carriers during the life of the Agreement provided the level of benefits is substantially equivalent to those set forth above.
- C. Waiver of Group Insurance Benefits: Employees may waive all group health insurance benefits and be paid \$5,000 each year provided the spouse of any such employee is not also an employee of the Town or Board of Education, covered by a collective bargaining agreement, and receiving medical benefits under the agreement.
- D. Life Insurance: Each employee shall be covered by a Life Insurance Policy predicated upon one and one-half (1-1/2) times annual salary in accordance with the Insurance policy, the cost of which shall be assumed by the Town. Life Insurance in the amount of Ten Thousand Dollars (\$10,000.00) will be provided for retirees and Five Thousand (\$5,000.00) Dollars for spouses. This cost will be paid by the Town.
- E. Retiree Medical Insurance:
 - 1. An employee hired before June 1, 2017, who retires prior to age fifty-five (55), has at least ten (10) years of service with the Town, and receives a Normal Retirement or Disability CMERS pension benefit, shall have his/her medical coverage for them and their spouse continued if they so elect. The Town and the employee shall share equally the cost of such coverage. An employee hired before June 1, 2017 who retires after

reaching the age fifty-five (55) and receives a Normal Retirement or a Disability CMERS pension benefit, shall have his/her medical coverage (same as active) for them and their spouse continued at no cost to the employee. This coverage shall continue until age sixty-five (65). The Town will provide Blue Cross 65 High Option and Blue Shield 65-82 or such other Medicare supplement plan that provides substantially equivalent or better level of benefits.

2. No retiree medical insurance will be provided to employees hired on or after June 1, 2017.
- F. Dental Coverage: All members of the bargaining unit and their dependents shall be covered by Blue Cross Blue Shield Full Service Dental Plan with Riders A & D with \$1,500.00 maximum on orthodontics in Rider D at no cost to the employee. This coverage is extended to retirees under the same guidelines as provided for in subsection E2. of Section 6.1. A description of the dental plan is set forth in Appendix D.
- G. Short Term Disability Coverage: For employees who work thirty (30) or more hours per week, the Town shall provide, at no cost to the employees, weekly income insurance with a weekly income benefit of seventy percent (70%) of the employee's average weekly straight time wage over the course of the twelve months preceding the date the employee becomes disabled from work.
- H. Vision Coverage: Blue Cross Vision Care rider, subject to premium cost share.

Section 6.2

The Town shall, at its expense, replace, repair, or sharpen such tools and personal property whenever such replacement, repairing, or sharpening are required because of the direct need solely by work performed for the Town. This is at the sole discretion of the Director of Public Works.

Section 6.3 Retirement/Pension

All employees who customarily work the number of hours a week to qualify for membership (which currently is at least 20 hours every week) shall be covered by the provisions of the Connecticut Municipal Employee's Retirement Fund.

Section 6.4 Option to Pay for Group Health Insurance During Layoff

The Town shall give employees the option of paying for their Insurance Coverage at the group rate for the allotted time an employee retains his seniority status according to Article 4, Section 4.2.

Section 6.5 Excise Tax IRS Code Section 4980I Reopener

Upon written notice (including email) by either party after June 30, 2016, the parties agree to

meet to negotiate concerning the excise tax set forth in IRS Code Section 4980I (the Cadillac tax). Negotiations will commence within 30 days from receipt of the notice.

ARTICLE 7 HOLIDAYS

Section 7.0 Contractual Holidays

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

New Year's Day	Veteran's Day
Martin Luther King Day	3 Floating Holidays
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	Day after Christmas
Columbus Day	

Floating Holidays will be scheduled in advance with the Director of Public Works. One (1) floating holiday will be taken the day before or the day after a scheduled vacation, whichever is agreed to with the Director of Public Works. The day after Christmas will be substituted for Christmas Eve day for all employees except transfer station attendant, who will take Christmas Eve day as the holiday unless he can find a substitute or unless Christmas falls on a Saturday.

Section 7.1 Observance of Holidays Falling on Sunday or Saturday

If a holiday falls on a Sunday, the following Monday shall be considered the Holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.

Section 7.2 Double Time for Holiday Worked

If an emergency makes it necessary for an employee to work on a holiday, he/she shall be paid double time, plus the holiday pay.

Section 7.3 Additional Holiday if New National or State Holiday is Declared

In the event of an unforeseen National or State holiday and it is declared as such and is, in fact, celebrated by the Municipality, each employee shall receive an additional holiday whether or not the employee worked on such date.

ARTICLE 8 VACATIONS

Section 8.0 Vacations

Employees hired on or before December 31, 2014 shall be granted time off with pay for vacation according to the following schedule annually.

Completed six (6) months continuous service	Five (5) working days
Completed one (1) year continuous service	Ten (10) working days
Completed five (5) years continuous service	Fifteen (15) working days
Completed ten (10) years continuous service	Twenty (20) working days
Completed fifteen (15) years continuous service*	Twenty-five (25) working days

* Employees hired between July 1, 2008 and December 31, 2014 shall receive twenty-five (25) working days after completion of twenty (20) years of continuous service.

Employees hired on or after January 1, 2015 shall be granted time off with pay for vacation according to the following schedule annually:

Completed six (6) months continuous service	Five (5) working days
Completed one (1) year continuous service	Ten (10) working days
Completed five (5) years continuous service	Fifteen (15) working days
Completed ten (10) years continuous service	Twenty (20) working days

Section 8.1 Call Backs to Work While on Vacation

Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall receive the regular vacation pay plus time and one-half for the hours they worked.

Section 8.2 Vacation Preference by Seniority and When Vacations Taken

Employees shall be granted their vacation by seniority preference throughout the year subject to the demands of service as determined by the Director of Public Works. All vacation must be taken between July 1st and June 30th except for the months of December, January, February, and March. By mutual agreement, the dates may be extended from December 1st to March 31st by seniority an employee can take their vacation, but only a maximum of five (5) days in each of those months.

Section 8.3 Vacation Must Be Taken in Year Earned; No Accumulation

Vacation time shall not accumulate from year to year and must be taken in the year earned. Vacation pay is granted only in advance for the pay period before their vacation time. No vacation pay is given before such time.

Section 8.4 Payment of Unused Vacation Upon Retirement

Retiring employees who retire in good standing and the surviving spouse or in the absence of a surviving spouse a deceased employee's estate will receive pay for unused vacation in the year earned. Pay for unused vacation will not be prorated unless the employee retires in July or August. Unused vacation to employees who retire in July or August will be paid pro rata based

on the number of full months worked that year rounded to the next highest whole number. For the purpose of this section "good standing" means with at least two (2) weeks advance written notice and not in lieu of a disciplinary discharge.

ARTICLE 9 LEAVE PROVISIONS

Section 9.0 Sick Leave

All employees shall receive one and one-quarter days of sick leave for each completed month of work up to the beginning of the fiscal year. All employees at the beginning of the fiscal year shall receive fifteen (15) days sick leave to be drawn upon the coming year and can be paid out if not taken by the end of the year. Unused sick days may be accumulated to a maximum of sixty (60) days. Sick leave is not to be considered as extra vacation time. Supervisors have the right to investigate all sick leave claims if they feel leave is being abused.

In the final pay period of each fiscal year, each employee shall bank any remaining sick days. At the employee's option, the Town shall pay the employee, at the then current rate of pay, for up to fifteen (15) days of his/her remaining unused sick days.

Any "banked" sick days may be used by the employee or the employee's spouse or child for: (1) illness, injury, or health condition; (2) medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or (3) preventive care.

Current sick leave time must be utilized before any banked sick leave is charged.

Section 9.1 Bereavement Leave

Five (5) days special leave with pay shall be granted for the death in the immediate family if the death occurs during the work week. Should the leave period include days not scheduled normally as work days, only the actual work days necessary to complete the five (5) day period shall be allowed. Immediate family shall mean wife, husband, sister, brother, father, mother, children, mother-in-law, father-in-law, or grandparents. Extended leave may be granted for special cases with the approval of the Director of Public Works.

One (1) day special leave with pay shall be granted for death of (aunt, uncle, sister-in-law, brother-in-law) provided the employee attends the funeral and it occurs on a working day.

Section 9.2 Dependent Survivors' Payment

In the event of the death of an employee, his dependent survivors shall receive his normal weekly wage for one (1) month following his/her last earned pay for four (4) consecutive weeks.

Section 9.3 Leave of Absence Without Pay

Leaves of absence without pay or benefits to a maximum of one (1) year may be granted at the

discretion of the Director of Public Works, if requested in writing at least ten (10) days prior to the requested leave.

Section 9.4 Unused Sick and Earned Vacation Payout Upon Retirement or Death

Upon retirement or separation from employment for any reason except discharge for cause or resignation or retirement in lieu of discharge, the employee will be paid a lump sum equal to 100% of their accumulated sick time up to a maximum of sixty (60) days, provided that if the separation is due to retirement or resignation, the employee has given the Town at least two (2) weeks advance written notice. The payment of accumulated sick leave that was advanced on July 1 immediately prior to the employee's date of separation will be the prorated amount calculated by multiplying 1.25 by the number of full months of employment beginning that July until the date of separation.

The surviving spouse or if there is no surviving spouse the estate of a deceased employee shall be paid for unused, accumulated sick leave up to a maximum of sixty (60) days at the rate of pay in effect at the time of the employee's death.

Section 9.5 Personal Leave

Employees may use up to three (3) days of their sick leave annually for personal business, subject to the approval of the Director of Public Works, provided at least twenty-four (24) hours advance notice is given. The days so used shall be charged against the employee's accumulated sick leave. All employees shall be entitled to two (2) personal days with pay annually, subject to the approval of the Director of Public Works and provided at least twenty-four (24) hours advance notice is given to the Director of Public Works.

Section 9.6 Jury Duty

In the event a member of the bargaining unit is called for jury duty, the Town will make up the difference between any compensation he/she may receive for such appearance, and his regular wages, provided he/she works for the Town during such hours when, because the jury is not sitting, he/she is responsibly available for work. The Town's obligation shall be limited to four (4) weeks in any one (1) calendar year.

Section 9.7 Volunteer Firefighters and EMS Personnel

Employees who are active members of the Seymour Volunteer Fire Department or Ambulance Corps, may be granted time off to answer emergency fire calls, provided, however; that they are to return to work upon completion of such emergency calls during their scheduled shift.

Section 9.8 Workers' Compensation Differential Pay and Notice of Changes in Status

- A. Employees shall receive Workers Compensation temporary disability benefits if they are injured on the job and shall receive the difference between such Workers Compensation

benefits and ninety percent (90%) of their regular base pay for long term disabilities not to exceed one (1) year. Such long-term absence shall not be charged to sick leave. An employee receiving Workers' Compensation benefits shall in no event receive in any twelve (12) month period compensation in excess of his normal wages.

An employee while on Workers' Compensation shall not be entitled to holidays, vacations, and sick pay.

- B. Employees must immediately report all work related injuries to the Director of Public Works regardless of whether or not medical attention is sought.
- C. Employees on Workers' Compensation leave must notify the Director of Public Works by phone, text or email of their change in status within twenty-four (24) hours from the time they are:
 - 1. Released to return to work with work restrictions;
 - 2. Informed of any change in their work restrictions; or
 - 3. Released to return to full duty.

Section 9.9 Family Medical Leave

Any employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. § 2601 et seq., shall be granted a leave of absence in accordance with the provisions of the FMLA, including as follows:

- 1. Up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. Any paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA, and said paid leave time shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable FMLA leave. A medical certificate acceptable to the Town shall be required for the FMLA leave situation.
- 2. Up to twelve (12) weeks of FMLA leave for certain qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status in support of a contingency operation.
- 3. Up to twenty-six (26) weeks of leave in a single 12-month period to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligible employees are entitled to a combined total of up to 26 weeks of all types of leave during the single 12-month period.

**ARTICLE 10
GRIEVANCE PROCEDURE**

Section 10.0

Grievances involving the interpretation or application of a Section of this Agreement which are submitted in writing within ten (10) working days after the occurrence (or knowledge of the occurrences, or with reasonable diligence should have known) of the event giving rise to it shall be processed in the following manner:

- A. The employee's immediate steward shall present the grievance to the Director of Public Works, who shall answer it in writing within five (5) working days. Such written answer is to be given to the Union and the employee.
- B. If no satisfactory settlement is reached, the grievance may be submitted to the First Selectman within five (5) working days from the first step answer. The First Selectman will give a written answer to the employee within seven (7) working days. Such written answer is to be given to the Union and the employee.

Section 10.1

If the grievance is not settled through the informal procedure above, the Union, with notice to the Town, may file a notice of appeal within fifteen (15) working days to submit the matter to binding arbitration by the State Board of Mediation and Arbitration. Such notice must be sent within fifteen (15) working days of receipt of the decision in Section 10.0 (B) Step. The arbitration decision shall be final and binding on both parties.

Section 10.2

One (1) officer of the Local Union or that Union representative who actually represents the employee(s) at any steps of the grievance procedure shall be permitted reasonable time off without loss of pay for all time actually spent in hearings. The same shall apply for the principal participants.

**ARTICLE 11
SAFETY AND HEALTH**

Section 11.0

Both parties to this Agreement acknowledge the importance of the enforcement of safety rules and regulations.

Section 11.1

Should any employee complain that his/her work required him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by

Representatives of the Town and the Union. If the matter is not adjusted satisfactorily, a grievance may be processed according to the grievance procedure of this Agreement.

Section 11.2

When employees are working overtime or are assigned to emergency duties, and when in the judgment of the Director of Public Works and the employee additional help is needed, the Director of Public Works will dispatch assistance.

**ARTICLE 12
PRIOR PRACTICE**

Section 12.0

Nothing in this Agreement shall be construed as abridging any rights, benefit or privilege that employees have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

**ARTICLE 13
UNION ACTIVITIES**

Section 13.0

Union Officers, not to exceed two (2), shall be allowed to attend official Union conferences without loss of pay for the period required to attend the function.

**ARTICLE 14
NO STRIKE/NO LOCK OUT PROVISION**

Section 14.0

During the life of this Agreement, there shall not be any strike, slowdown, suspension or stoppage of work in any part of the Town's operation by any employee or employees, nor a lockout by the Town in any part of the Town's operation. Violation of the above shall be grounds for disciplinary action.

Section 14.1

No employee shall be required to cross a picket line which will put the employee or his equipment in physical danger, provided, however, that such employees shall immediately report the situation to his superior and if the superior determines in his sole discretion that no danger exists, or if the protection of a police officer is available or provided, the employee shall not refuse to cross the picket line. Such refusal shall be grounds for disciplinary action.

**ARTICLE 15
WAGES**

Section 15.0

The wage schedule shall then be increased as follows:

Effective July 1, 2021: 2.49%; effective July 1, 2022: 2.49%; effective July 1, 2023: 2.49%;
effective July 1, 2024: 2.49%.

<u>Classification</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
Laborer	19.00	19.47	19.96	20.45
Driver	36.18	37.08	38.00	38.95
Transfer Station	38.32	39.28	40.25	41.26
H.E. Operator	39.76	40.75	41.76	42.80
Mechanic	38.22	39.17	40.15	41.15
Crew Leader	41.18	42.21	43.26	44.33

The wage step progression for all new hires shall be as follows:

HIRE RATE	70% OF CLASSIFIED JOB RATE
END OF PROBATION	80% OF CLASSIFIED JOB RATE
1 YEAR ANNIVERSARY	90% OF CLASSIFIED JOB RATE
2 YEAR ANNIVERSARY	100% OF CLASSIFIED JOB RATE

Laborers are not subject to the wage step progression.

All hours worked in Heavy Equipment shall be compensated at H.E Rate. The following equipment shall, for payroll purpose, be considered Heavy Equipment: BULLDOZER, BUCKET TRUCK, BACK-HOE, PAY-LOADER, SWEEPER, BRUSH CUTTER, and ROLLER, any vehicle with a GVW over 35,000 lbs when used for plowing snow regardless of classification of the individual worker.

**ARTICLE 16
MISCELLANEOUS**

**Section 16.0 Laborers May Operate Heavy Equipment and Trucks When
Regular Operators Not Available**

If regular operators are not available, Laborers will be allowed to operate Heavy Equipment and Heavy Trucks, provided they are qualified. At least five (5) employees shall be trained on the Bucket Truck.

Section 16.1 Transfer Station Attendant

- A. Wash-up period of fifteen (15) minutes shall be allowed before quitting time as in the past.
- B. There shall be at least five (5) bargaining unit employees that will have the proper license to operate the Transfer Station.
- C. Employees will be asked on voluntary bases to attend the class necessary to receive the license.
- D. If less than five (5) employees volunteer, then the least senior employees will be required to get and maintain the license. All current employees with a Transfer Station License must maintain said license for the duration of this Agreement.
- E. The Town will be responsible for all fees required for receiving and maintaining the license.
- F. The Town will be responsible for all fees required for receiving and maintaining the license in a timely manner.
- G. The attendant working as the shift operator in direct charge of the operation of the Transfer Station shall have a current license/certification.

Section 16.2 Power Sweeper Operator

The Power Sweep Operator shall be allowed sufficient time each morning to wash down the machine, fill the water and grease machine. Also, allowed wash up-time of fifteen (15) minutes prior to quitting.

Section 16.3 Drivers to Comply with DOT Regulations

The Driver is responsible for the operation and driver maintenance of the truck and all equipment towed by the truck he is driving. Drivers shall comply with all applicable laws and DOT regulations, including but not limited to, 49 Code of Federal Regulations (CFR) § 396.11 concerning daily vehicle inspection.

Section 16.4 DOT Medical Examination

If DOT physical examinations required for employees to maintain or renew their commercial driver's licenses are not covered by the group medical insurance plan, the Town will reimburse employees for the cost of DOT physical examinations required to maintain their CDLs up to a maximum of one hundred fifty-dollars (\$150) per exam, not to exceed one exam every 12 months, provided that the exam is conducted by a medical examiner certified by the FMCSA and that the employee produces documentation for reimbursement.

Section 16.5 Winter Stipend

In addition to the wages described in Section 15.0, all bargaining unit employees shall receive an additional stipend of Eighty-Five Dollars (\$85.00) per month for four (4) months, from December 1st to March 31st. This stipend is for making themselves available for additional overtime during that period.

Section 16.6 Safety Shoe and Clothing Reimbursement

Effective July 1, 2010, employees shall be reimbursed Five Hundred Dollars (\$500.00) annually for the purchase of safety shoes and work clothing to comply with OSHA standards payable by September 1 each year.

**ARTICLE 17
LONGEVITY PAY**

Section 17.0

Employees hired prior to January 1, 2015 shall receive a special payment in recognition of longevity of service. Annually in the pay period following the employee's anniversary date of completed years of continuous full time service, each employee shall receive a payment equal to the following compensation (overtime pay, any extra pay or any differential pay, are not included in the longevity pay):

<u>Completed Years</u>	<u>Percentage</u>
At Least 5 Years, Less Than 8 Years	1.5%
At Least 8 Years, Less Than 12 Years	1.75%
At Least 12 Years, Less Than 17 Years	2.0%
At Least 17 Years, Less Than 22 Years	2.5%
More Than 22 Years	3.0%

Section 17.1

Years of service shall be computed from the records in the Finance Office that show the date of starting the job at Public Works for each employee.

Section 17.2

Longevity payments shall be made in the employee's next paycheck following his/her Anniversary date.

**ARTICLE 18
DISCIPLINARY ACTION**

Section 18.0

Disciplinary action shall be for just cause. The steps of progressive discipline generally are as follows:

1. Documented oral warning;
2. A written warning or reprimand;
3. Suspension with or without pay; and
4. Discharge.

The steps of progressive discipline are merely guidelines applied to correct performance issues or where the infraction or offense is minor. The parties recognize that the seriousness and/or consequences of the infraction or offense may in appropriate circumstances warrant skipping one or more steps of progressive discipline and in some instances proceeding immediately to discharge.

Section 18.1

The Public Works Director can suspend an employee without pay for a maximum of five (5) working days for serious Infraction/s or Violation/s of the Department Rules and Regulations such as but not limited to, abusing the Director or fellow employees or the public, or misconduct with any of the equipment or tools, verbal abuse, and/or refusing to do a job.

Section 18.2

A disciplinary hearing will be conducted by The Board of Public Works to determine the seriousness of the infraction or violation and determine to reinstate employee or terminate his/her employment.

Section 18.3

Written warnings will be placed in the employee's personnel file. Documented oral warnings and written warnings will be removed from the employee's record one year after violation unless the employee receives a second warning or further discipline within the oneyear period. If such a warning is not removed, then it becomes a permanent part of the employee's personnel file. This section does not prevent the Director of Public Works from taking other disciplinary action.

ARTICLE 19 FULL AGREEMENT, COPIES, AND DURATION OF AGREEMENT

Section 19.0 Full Agreement

This Agreement contains the fully and complete Agreement between the Town and the Union on all bargaining issues, and neither party shall be required during the term hereof, to negotiate or bargain upon any issue whether or not it is covered in this Agreement. All prior Agreements, understandings, practices, policies, and obligations are void and of not force or effect unless reduced to writing and approved by the signatures hereto and executed after the effective date of this Agreement.

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Section 19.1 Copies of Agreement

The Town will provide each employee with a copy of this Agreement within thirty (30) days after signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire.

Section 19.2 Term of Agreement

This Agreement shall be in full force and effect from the date of its acceptance until June 30, 2025. Negotiation for a successor agreement shall be conducted according to the provisions of the Municipal Employee Relations Act. The parties will commence negotiations no later than January 1, 2025.

In witness whereof, the parties have set their hands this day 21st of July, 2021.


FOR THE TOWN OF SEYMOUR

FOR LOCAL 1303-24 OF COUNCIL 4
AFSCME, AFL-CIO


Annmarie Drugonis, First Selectperson


Sean Strumello, Union President


Frank Gabianelli
Negotiating Committee Member


Emily Demicco, Staff Representative,
Council 4, AFSCME, AFL-CIO