

CONTRACT BETWEEN

TOWN OF HEBRON

and

**HEBRON TOWN DEPARTMENT OF PUBLIC WORKS
LOCAL 1303-372 OF COUNCIL 4
AFSCME, AFL-CIO**

JULY 1, 2021 - JUNE 30, 2024

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ARTICLE I

RECOGNITION

Section 1

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in all matters of wages, hours and other conditions of employment for the full-time positions in the Department of Public Works, exclusive of the Supervisor and clerical staff.

Section 2

The terms "him or "her" as used throughout this Agreement are gender neutral.

ARTICLE II

UNION RIGHTS

Section 1

The Town agrees that, upon the written authorization of any employee in the bargaining unit, it will make a deduction from the wages of such employee of an amount authorized by him for the purpose of paying Union dues. Such deduction shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Town by written notice that the employee no longer wants to be a member of the Union. All deductions under this Section will be made from the wages payable on the first regular payroll of each month.

Section 2

The Union agrees to indemnify and hold harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may arise from the Town's having complied with or enforced this provision.

Section 3

The total amount deducted from each pay period, in accordance with this Section, will be remitted by the Town, together with a list of the employees names and home addresses from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Union. Such remittance shall be made by the last day of the month in which the deductions are made.

ARTICLE III

MANAGEMENT RIGHTS

Section 1

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised

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

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices and procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the Town's operations.
- e. To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department, in accordance with other provisions of this contract.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used to reduce the existing union workforce and available overtime.
- i. To create job specifications and to revise existing job specifications, in accordance with the other provisions of this contract.
- j. Management has the right to determine standards of productivity and performance of employees.

Section 2

The above rights, responsibilities and prerogatives are inherent in the Selectmen and Town Manager by virtue of statutory authority and are not subject to delegation in whole or in part.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1

A grievance shall mean a complaint by an employee or a group of employees that, as to him, her, or them, there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Agreement.

Section 2

Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 2:

Step 1 - The aggrieved employee, who may be represented by a Union Representative, shall present in writing the grievance or dispute to his or her immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. Grievances, in order to be considered, must be submitted within the time frames established. The written grievance shall include a statement of the grievance and facts involved, the alleged violation of the Agreement, and the remedy requested. The immediate supervisor shall meet with the interested parties in an attempt to adjust the matter and shall render his decision in writing within three (3) working days of the date the grievance was submitted to him.

Step 2 - If the grievance has not been settled it shall be presented in writing to the Town Manager within three (3) working days after the supervisor's response is received or should have been received. The Town Manager or his designated representative shall meet with the interested parties and render his decision in writing within fifteen (15) working days of the date the grievance was submitted to him.

Step 3 - If the Union is not satisfied with the decision of the Town Manager at Step 2, the parties agree to mediate the grievance. Accordingly, within ten (10) working days of the answer from the Town Manager, the Union will request the services of a mediator from the State Board of Mediation and Arbitration.

Step 4 - If the parties do not reach a settlement in Mediation, the Union may, within ten (10) working days after the conclusion of mediation, submit the grievance to arbitration. Notice of intention to proceed to arbitration must be given to the Town Manager within ten (10) working days after receipt of such decision. Arbitration shall be by the State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reprimands, reductions in rank or compensation, and suspensions without pay, which may at the option of the Town be submitted to the American Arbitration Association. If the Town elects to exercise its option, it shall pay the filing fee of the arbitration. If the Town chooses to exercise such option, it must do so within three (3) working days after receipt of notice of the Union's intention to proceed to arbitration. The arbitrator shall be limited to the express terms of the contract and shall not have the power to modify, amend, or delete any of the terms or provisions of the Agreement.

Section 3

The decision of the arbitrator shall be final and binding on the parties.

Section 4

Except for the initial filing of the grievance, the time limits provided for in Section 3 of this Article may be extended by mutual written agreement of the parties. A grievance that is not timely filed shall be deemed waived.

As used throughout this Article, the term "days" refers to working days, unless otherwise specified.

Section 5

The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 2 of this Article, shall not exceed one (1) at any time, unless the attendance of additional witnesses is required. The Director of Public Works must be notified of the approximate time needed to present the grievance.

Section 6

Should either party fail to appeal to the next step within the time period specified (except as set forth in Section 4) said failure shall be considered acceptance of the decision rendered.

ARTICLE V **HOLIDAYS**

Section 1

The following holidays shall be observed as days off with pay for Department of Public Works employees (except as noted below with respect to the transfer station employee), and except as specified elsewhere in this Article, shall be celebrated on the dates set forth in Connecticut General Statutes, § 1-4:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Floating Day*

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas
Day after Christmas

*(to be decided by each employee
on January 1st annually)

The employee assigned to the transfer station shall receive holiday pay for the above enumerated holidays on days that the transfer station is regularly scheduled to be open to the public.

Section 2

Holiday leave shall be granted on the day of the week on which the holiday falls except:

- a. When a specified holiday falls on a Saturday, the holiday leave shall be granted on the preceding day, Friday, to those employees in such departments as regularly scheduled to work from Monday to Friday.
- b. When a specified holiday falls on a Sunday, the holiday leave shall be granted on the following day, Monday.
- c. The above rules shall apply except when Christmas falls on a Tuesday in which case the day after Christmas shall be celebrated on Monday.

Section 3

Whenever any of these holidays occur while an employee is out on sick leave, he shall be paid for the holiday with no charge to sick leave for that day.

Section 4

When a holiday arises while an employee is on vacation, the employee shall not be charged a vacation day for the holiday.

Section 5

Unauthorized absence from work on the scheduled workdays before or after the holiday will forfeit the employee's eligibility for holiday pay. If an employee is on authorized leave without pay for any duration and a holiday occurs during such absence, the employee shall not be entitled to any holiday pay.

Section 6

Nothing in this Agreement shall in any way abridge the Town's right to schedule employees to work on recognized holidays. An employee scheduled to work on a holiday shall be compensated for such work at two times (2x) his regular rate of pay.

ARTICLE VI **VACATIONS**

Section 1

Annual vacation leave with pay shall be credited to all bargaining unit employees hired prior to July 1, 2018 in a bargaining unit position covered by this Agreement as follows:

- a. Less than four (4) full years of service - two (2) weeks per year.

- b. Four (4) but less than twelve (12) full years of service - three (3) weeks per year.
- c. Twelve (12) but less than fifteen (15) full years of service – four (4) weeks per year.
- d. Fifteen (15) full years of service – one (1) additional day each year to a total of twenty-five (25).

Annual vacation leave with pay shall be credited to all bargaining unit employees hired on or after July 1, 2018 in a bargaining unit position covered by this Agreement as follows:

- a. Less than four (4) full years of service - two (2) weeks per year.
- b. Four (4) but less than fifteen (15) full years of service - three (3) weeks per year.
- c. Fifteen (15) years but less than twenty (20) full years of service - four (4) weeks per year.
- d. Twenty (20) full years of service – one (1) additional day each year to a total of twenty-five (25).

Employees shall receive credit for their annual vacation time on July 1st of each calendar year. In the event that an employee leaves employment with the Town after July 1st of any contract year, her/his vacation pay shall be pro-rated for purposes of Article VI, Section 7 for such contract year.

Section 2

No vacation days may be used by an employee until he/she has completed at least six (6) months of continuous service to the Town.

Section 3

Employees may carry over up to two (2) weeks of vacation into the subsequent year. Accumulated vacation will not exceed the current year's allotment plus the two (2) week carry over.

Section 4

No Town employee may use more than ten (10) consecutive vacation days without prior approval of the Town Manager.

Section 5

For the purpose of computing vacation leave only dismissal or resignation will break the continuity of service; other leave except sick leave will defer vacation leave accrual during such leave. Upon completion of six (6) months of service, employees shall have their accrual of such leave computed from the date of their original appointment. For any employee hired prior to July 1, 2012, her/his part-time years of service as a Town employee will be counted in the computation of his/her vacation leave.

Section 6

In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick day to his sick leave, providing a doctor's certificate verifies illness.

Section 7

Employees who resign in good standing or who are laid off shall be paid for any unused vacation leave that has accrued to their last day of service. An employee shall be considered to resign in good standing only if he notifies his department head of such resignation at least fifteen (15) calendar days in advance of his last day of service. Employees who retire shall be entitled to use any accrued vacation leave prior to the effective date of their retirement but any accrued vacation not so used shall be forfeited and in no case may a period of vacation leave delay retirement beyond the date of compulsory retirement as provided by the Town pension plan. Vacation leave shall not further accrue during the period of such terminal leave.

Section 8

Employees entitled to vacation leave who are terminated for cause shall not be paid for any unused vacation leave.

Section 9

Employees may take their vacation leave, in accordance with schedules established by the Town Manager or Director of Public Works, throughout the contract year.

Requests for vacation leave shall be submitted at least seven (7) calendar days in advance to the Director of Public Works. The Director of Public Works will respond to a written request for vacation leave within seven (7) calendar days of the submission of the request.

The Town Manager or the Director of Public Works may limit the number of employees on vacation at any one time because of the operating requirements of the department.

Vacation during the months from December 1st to April 1st will not be granted (winter snow season) unless approved by the Town Manager or Director of Public Works for unique circumstances. Vacation may be approved during such time period if the employee is available to work.

In the event there is a conflict concerning the choice of vacation weeks between employees, the Director of Public Works shall give preference on the basis of greatest length of service in the classification but this decision shall be final.

Section 10

Eligible employees may request and receive advance vacation pay for a scheduled vacation, provided that the employee provides the Town a written request at least three (3) weeks prior to the payday that precedes the vacation period.

ARTICLE VII

SICK LEAVE

Section 1

Sick leave shall not be considered as an entitlement which an employee may use at his discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, or to meet dental appointments, or to take physical examinations or other sickness prevention measures, when such appointment, examination and/or measures cannot reasonably be scheduled outside of working hours. If the sick leave request is the result of an appointment, the Director Public Works will be notified one (1) week in advance of such appointment.

Section 2

Sick leave with pay shall be credited to each employee as follows subject to the restrictions listed below:

- a. Sick leave with pay shall accrue to the credit of each employee at the rate of $\frac{1}{2}$ day per month, up to a total of five for those with less than one (1) full year of service and at the rate of one and one quarter ($1\frac{1}{4}$) day per month for those with greater than one (1) full year of service. Sick leave shall accrue up to a maximum of two hundred (200) days.
- b. No provisions of these rules is to be construed as preventing the Town Manager from withholding sick leave for just cause from any employee under his jurisdiction.
- c. Notwithstanding the foregoing provision regarding paid sick leave, any employee may be granted up to an additional twenty (20) days paid sick leave upon approval of the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service and needs of the Town service.
- d. If in the opinion of the Town Manager an employee has been abusing sick leave or has a pattern of absenteeism, he/she may require a note for sick leave of any duration from the physician treating the employee for the illness that caused the absences. He shall so notify the employee in writing, stating in his letter the reasons for the requirement.

In all cases, sick leave with pay of five (5) consecutive workdays or more will be approved only when a note from a licensed practitioner of medicine or surgery, who is treating the employee for the illness that caused the absences verifying the need for sick leave, has been submitted to the Town Manager or the employee's immediate supervisor on the employee's first day back to work. Failure to present the note upon the employees return to work will result in the employee receiving no pay for the leave. However, if the Town Manager or his designee feels an employee has been abusing sick leave by requesting such leave without justification or the employee has a pattern or absenteeism, the Town Manager may require such a note for future and current sick leave of any duration. The Town Manager will notify the employee in writing, stating the reasons for

the requirement and that further absenteeism or abuse of absences may be the basis for discipline.

- e. Sick leave shall not accrue during any leave of absence without pay.
- f. In case of sick leave of less than one (1) full working day, an employee's accrued sick leave shall only be charged to the nearest full hour of absence from work.

Section 3

Except as set forth below, if an employee hired prior to July 1, 2011 has unused sick leave at the time of his/her retirement (retirement being defined as eligible to receive immediate payment of retirement benefits) or if the said employee is laid off, the employee shall receive payment for fifty percent (50%) of the unused sick leave up to a maximum of one hundred (100) days.

For employees hired on or after July 1, 2011, the payout will be twenty-five percent (25%) of the employee's unused sick leave up to a maximum of fifty (50) days.

Section 4

Upon the death of an employee, his or her spouse or estate shall receive payment for any accumulated sick leave as provided in Section 3. The spouse shall have the option of determining where this payment will go unless explicit instructions were made, in advance, by the employee.

Section 5

Employees must contact the supervisor within fifteen (15) minutes of the beginning of the workday to notify him/her of the intended sick day. Contact can be made by leaving a message on the machine at the Public Works Garage. Sick leave shall not be granted unless the Supervisor has been contacted.

Section 6

All eligible employees are subject to the provisions of the Federal Family and Medical Leave Act.

ARTICLE VIII PERSONAL LEAVE

Employees who have successfully completed their probation period shall be granted three (3) paid personal leave days per contract year. Personal days are to be used solely for the purpose of conducting personal business which cannot be transacted outside of work hours, such as a required attendance at a house closing.

Except in cases of emergency, an employee wishing to use a personal day shall submit a request to the Director of Public Works at least twenty four (24) hours in advance.

Failure to properly inform the Director of Public Works within twenty four (24) hours will result in time taken off without pay.

Personal days may not be carried forward into subsequent years and are therefore not cumulative.

ARTICLE IX

FUNERAL LEAVE

When death occurs in an employee's immediate family, up to three (3) days leave with pay shall be granted.

Exceptions to this provision will be referred to the Town Manager.

For purposes of this section, the term "immediate family" shall be defined as the following: father, mother, grandfather, grandmother, grandchild, spouse, child, sister, brother of the employee or the spouse of the employee or domestic partner.

A domestic partner shall be defined as two adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else.

Documentation of need and priority may be required at the discretion of the Town Manager.

At the discretion of the Town Manager, an extra day of funeral leave may be granted to an employee whenever a funeral for their father, mother, sister, brother, spouse, or child is held at a location of three hundred (300) miles or more distance from the Town Office Building of Hebron.

ARTICLE X

OTHER LEAVE

Employees shall be granted leave with pay for the following reasons and subject to the following restrictions:

- a. Jury duty;
- b. any other required appearance before a court or public body except where the employee is a litigant;
- c. participation in required field training for any member of the reserve corps or any branch of the armed forces of the United States, not to exceed thirty (30) days in any calendar year. In the event of the activation of the member, leave shall continue, but without pay, and the member shall have such rights of reemployment as are provided by Connecticut General Statutes §7-462. During any such leave of absence, the Town shall provide

medical, dental and health insurance comparable to that provided all other employees but only to the extent that evidence is provided to show that medical, dental and hospital care is not otherwise provided by the military service;

- d. participation in conferences or official meetings which enhance the employee's value to the Town and are approved by the Town Manager; and
- e. participation in education or training courses which enhance the employee's value to the Town and are approved by the Town Manager. In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, his Town salary shall be reduced by the amount for the duration of the leave.

ARTICLE XI

WAGES

Section 1

The pay schedules set forth in Schedule "A" show the annual compensation to become effective as specified. The job descriptions for all positions in the bargaining unit may be updated by the Town Manager.

In the event that the Town Manager creates new job descriptions, revises or updates existing job descriptions, the Union will be provided with a copy for review at least thirty (30) calendar days prior to implementation, and possible impact bargaining, of the job description.

Section 2

Annually, in December, each employee shall receive a bonus of fifty dollars (\$50.00).

Section 3

The Town will review each employee's performance annually during the month of January.

Section 4

The Town may employ temporary or seasonal employees in accordance with the Connecticut General Statutes provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.

Section 5

No employee shall repeatedly or for an extended period be detailed or required by his superiors to perform duties of a higher level of skill or responsibility than those included in the description of his regular position in the classification plan without reasonable provision or additional compensation to the employee, except as provided below. Such duty is hereinafter referred to as "higher work assignment" and such additional compensation shall be paid for the period of a minimum of one week of such "higher work assignment" at a rate not less than five percent (5%) higher than the employee's current rate in his regular position. Notwithstanding the foregoing,

however, additional compensation shall not be paid for any "higher work assignment" that, with the consent of the employee, is included as part of an apprenticeship or on-the job training program administered under regular supervision as designed specifically to prepare the employee for possible advancement.

ARTICLE XII

UNION BUSINESS LEAVE, UNION OFFICERS, UNION MEETINGS

Section 1

No more than two (2) hours in wages are payable to not more than two (2) employees unless agreed to by management for time spent in negotiations during normal working hours. Negotiations do not include grievance procedures.

Section 2

Union business, such as consultation with the business agent regarding grievances, shall only be conducted during the first or last hour of the working day so as not to interfere with work operation. The Director of Public Works shall be notified of this meeting.

Section 3

A written list of all Union Officers shall be furnished to the Town immediately after their designation and the Union shall notify the Town promptly of change.

Section 4

The Union may call meetings in the Town Office Building or Public Works Office before or after working hours, provided that such meetings do not conflict with work or other scheduled activities or programs and upon at least forty-eight (48) hours notice to the Town.

Section 5

The Town recognizes the right of the Union to designate a member of the bargaining unit as steward for the purpose of representing employees in the adjustment of grievances in accordance with the grievance procedure (Article IV) of this Agreement.

Section 6

The Union shall have the right to remove the steward and appoint a new steward in his place at any time. The Union will give the Town written notice of any changes within forty eight (48) hours after they occur.

Section 7

The Union shall give the Employer written notice of the name of the steward upon signing of the Agreement.

Section 8

The steward will be limited to the handling of grievances as provided in Section 9 below, except that the steward shall have the right to transmit to the proper representative of the Town written messages and information which originate with and are authorized by the Union.

Section 9

The steward shall receive and forward grievances and shall spend no more time than is necessary in handling grievances so as not to interfere with the normal operation and procedure of business. The steward shall utilize the first and last hour of the work day for this function so as to not interfere with the order of daily work. A steward shall be paid by the Town at his regular hourly rate for the time reasonably spent during regular working hours in the adjustment of grievances under the grievance procedure. The Director of Public Works should be notified of the approximate time needed for the grievance.

Section 10

A Council 4 representative, with a minimum of twenty-four (24) hours advance notice to the Town Manager, shall be permitted to meet with a bargaining unit employee (or, if necessary, bargaining unit employees) for the purpose of discussing, processing or investigating grievances (or attend a meeting with management and the bargaining unit employee with respect to employment issues), provided, such meetings shall be held during an employee's non-work time (unless authorization for the meeting to be held during an employee's work time is granted by the Town Manager and the number of participants is agreed to, in advance, by the Town and the Union).

Additionally, such meetings shall not conflict with work or other scheduled activities or programs.

ARTICLE XIII

SENIORITY AND LAYOFFS

Section 1

Seniority shall be defined as an employee's length of service in the bargaining unit since his most recent date of hire, provided, the Town agrees to use the date of hire as a Town employee for any employee hired for a bargaining unit position covered by this Agreement prior to July 1, 2018 for the limited purpose of eligibility for vacation time and layoff.

Probationary employees shall have no seniority during the period of their probation, but at the expiration of such period they shall immediately accrue seniority from the date of hire.

Section 2

Layoffs within classification shall take effect as follows:

- a. Temporary employees.
- b. Probationary employees.
- c. Regular part-time employees.
- d. Employees in inverse order of seniority.
- e. In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to displace any less senior employee in the bargaining unit in any lower job classification provided he or she is qualified. Such replaced employee may exercise the same right.
- f. An employee scheduled to be laid off shall be given at least thirty (30) days' notice with a copy to the Union President.

Section 3

Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of two (2) years from the date of layoff. Recall shall be in order of seniority. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification. This time limit may be waived by agreement of the parties for good cause. Employees recalled to any classification shall return to the same status they held on the date of layoff in terms of pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits (including pension, to the extent permitted by ordinance). However, no seniority, leave time or other benefits shall accrue during the period of layoff. Employees shall have recall rights to any classification to which they had displacement rights under Section 2, as well as to their former classification. Employees who accept recall to a lower classification shall retain recall rights to their former classification for the balance of their recall period.

Section 4

Seniority shall be broken only by the following events: discharge for just cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within ten (10) days after notification of recall (unless waived in accordance with preceding Section). Seniority accumulation shall be suspended (but not broken) during layoff or during long term leave of absence without pay (more than thirty (30) days).

Section 5

Employees in the bargaining unit whose services are terminated as a result of the elimination of his position are entitled to any unused vacation leave accrued.

Section 6

Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of lack of work, lack of funds, elimination of position, or other legitimate reasons. The term "layoff" shall not include demotion, nor cases where an employee is promoted but does not successfully complete the probationary period for the classification. Such an employee shall be returned to a position in his former classification, if at any time during the probationary period the Town or employee determines he is not qualified for the new classification.

Section 7

- a. When a vacancy exists (and the Town, in its discretion decides to fill the vacancy) or a new position is created within the bargaining unit, the employee within the unit with the most seniority shall be given the first opportunity to fill the position, provided the employee meets the requisite qualifications and has the ability to perform the work as decided by the Director of Public Works. If the employee refuses, it shall go to the next senior employee who meets the above requirements.
- b. If a promoted employee proves to be unable to perform the work at any time within one hundred eighty (180) calendar days from his/her first day in the position, the employee shall be returned to a position in the former classification from which the employee came.
- c. If no employee in the bargaining unit is qualified, the provision of this Section shall not apply.

Section 8

The Employer shall prepare and maintain, subject to examination by Union representatives, a seniority list. This seniority list shall record the name, job title, work location and date of hire of each employee in the bargaining unit, and arrange such information from the most senior to the least senior employee in the unit. The Union shall be provided with a copy of the seniority list on October 1st of each year.

ARTICLE XIV

INSURANCE

Section 1

The Town shall provide the following coverage subject to the conditions herein to all bargaining unit employees:

A PPO Plan with the following for employees hired for a bargaining unit position covered by this Agreement prior to July 1, 2015:

Office Visits:	\$35.00 co-pay
Specialist:	\$40.00 co-pay
Emergency Room:	\$250.00 co-pay

Outpatient Surgery:	\$300.00 co-pay
In patient Admission	\$500.00 co-pay
Walk in	\$35.00 co-pay
Urgent Care	\$75.00 co-pay
High Cost Diagnostics	\$75.00 co-pay (\$375.00 annual maximum)
PT/OT/ST/Chiro	\$20 co-pay (maximum of 50 visits)
Prescriptions:	3 Tier MP4 Prescription Drugs (Anthem Essential)

\$5.00 co-pay generic/\$25.00 co-pay preferred brand/ \$40.00 co-pay non-preferred brand

\$2,000.00 calendar year maximum

Mail order: 2x retail co-pay

Out of Network:

Deductible:	\$1,000/\$2,000/\$3,000
Coinsurance:	70%/30% - \$2,000/\$3,000/\$4,000
Out of Pocket Maximum	\$3,000/\$5,000/\$7,000

TMJ; Acupuncture; M.O.; foot orthotics will not be covered.

- Does not cover bariatric procedures
- Infertility benefits are subject to the state mandate limits
- Prior authorization is required for high-cost diagnostics

A High Deductible Health Plan ("HDHP") with the following for employees hired for a bargaining unit position covered by this Agreement on or after July 1, 2015:

The HDHP shall have a combined \$2,000.00 single and \$4,000.00 family deductible for in network and out-of-network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered medical services. Upon satisfaction of the deductible, prescriptions will be subject to a managed three tier drug rider with co-pays of \$5.00 Generic/\$25.00 Preferred Brand Name/\$40.00 Non-Preferred Brand Name (unlimited maximum) (mandatory generic) (mail order: 1x retail co-payment (generic); 2x retail co-payment (brand) for 31 to 90 day supply) (Anthem National). Prescription drugs are subject to an in-network out of pocket maximum of \$1,000 for the individual and \$2,000 for the family.

Out of pocket maximum: in network \$3,000.00 for the individual and \$6,000.00 for the family, including the deductible and Rx copays.

Out of network medical services will be subject to a 80% plan/20% member coinsurance.

Out of pocket maximum: out of network \$4,000.00 for the individual and \$8,000.00 for the family, including the deductible and member coinsurance.

- Does not cover bariatric procedures
- Infertility benefits are subject to the state mandate limits
- Prior authorization is required for high-cost diagnostics

In year one of the contract (July 1, 2021 to June 30, 2022), the Town will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

In year two of the contract (July 1, 2022 to June 30, 2023), the Town will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

In year three of the contract (July 1, 2023 to June 30, 2024), the Town will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

The Town's contribution toward the deductible will be deposited into the HSA accounts on or about July 1st annually (fifty percent (50%) of the Town's contribution toward the deductible) and on or about January 1st annually (the remaining fifty percent (50%) of the Town's contribution toward the deductible).

An employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Town after the commencement of the applicable plan year; or (b) is new to the bargaining unit after the commencement of the applicable plan year; or (c) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

The parties acknowledge that the Town's contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment. The Town's contribution for employees who enroll in the HDHP mid-year will be pro-rated based on date of enrollment in the plan.

Premium share contributions:

PPO:

Effective July 1, 2021:	20%
Effective July 1, 2022:	21%
Effective July 1, 2023:	22%

Employees hired (or new to the bargaining unit) on or after July 1, 2015 shall only be eligible for

the HDHP Plan.

HDHP:

For employees hired prior to July 1, 2015:

Effective July 1, 2021:	14%
Effective July 1, 2022:	15%
Effective July 1, 2023:	16%

For employees hired (or new to the bargaining unit) after July 1, 2015:

Effective July 1, 2021:	16%
Effective July 1, 2022:	17%
Effective July 1, 2023:	18%

On an annual basis, in the event that the employee and his/her family members on the Town health insurance plan completes a health risk assessment and biometric screening, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the employee and his spouse and dependents completes a health risk assessment and biometric screening during a contract year, the employee will receive a one percent (1%) reduction in his premium share contribution for the subsequent contract year.

On July 1st of the subsequent contract year, the premium share set forth herein shall be in effect for the employee. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Town. The only information provided by the carrier to the Town is whether the assessment and screening were completed.

The health risk assessment shall be in accordance with the Anthem Preventive Care Program (or a similar program if a different health care provider is adopted by the Town).

Dental – All Eligible employees (single coverage):

Effective July 1, 2021:	19%
Effective July 1, 2022:	20%
Effective July 1, 2023:	21%

In the event that the employee desires dependent coverage in addition to the single coverage, the employee shall be responsible for one hundred percent (100%) of the cost of such premium.

Section 2

Any employee eligible for health insurance may elect to waive group medical coverage and receive additional annual compensation in lieu of said coverage. Each employee who waives group medical coverage must, on an annual basis, provide a signed, witnessed waiver form to the Town and written proof of health insurance coverage (including the period of coverage) under an insurance plan sponsored by an employer or entity that is not affiliated with the Town or its related entities and institutions.

As specified in IRS Section 125 which regulates qualifying events, an employee may re-enter the Town's group medical coverage in accordance with applicable insurance company procedures and policies. In such circumstances, the employee's waiver compensation as set forth above shall be prorated.

The amount of annual compensation the employee shall receive shall be one thousand five hundred dollars (\$1,500.00) for single coverage, two thousand dollars (\$2,000.00) for employee plus one coverage and two thousand five hundred dollars (\$2,500.00) for family coverage.

The additional annual compensation shall be paid twice a year, July 1st and January 1st of each calendar year. These payments shall continue until such time as the employee's employment with the Town ends for any reason; until his/her election to receive additional compensation is revoked in accordance with the procedure set forth below; or the employee is no longer covered by a health insurance plan sponsored by an employer or entity that is not affiliated with the Town or its related entities and institutions. Such additional waiver compensation shall not be considered part of the employee's annual salary or wages.

An employee who elects to receive additional annual compensation in lieu of group medical coverage should be aware a subsequent election to take the insurance coverage may subject him/her and/or his/her dependents to certain requirements and/or restrictions may include, but not limited to: carrier declining to provide any coverage to the employee and/or his/her dependents, carrier declining to provide any coverage for pre-existing conditions; carrier requiring employee and/or dependents to undergo medical tests, etc.

The waiver language set forth herein shall only be available to employees who are not covered under any health insurance plan offered by the Town.

Section 3

The Town will provide and pay for a fifty thousand dollar (\$50,000.00) life insurance policy, for each employee, with Accidental Death and Dismemberment coverage in the principal sum.

Section 4

The Town shall provide statutory Workers' Compensation Insurance. In the event that is out of work and receiving either temporary total disability benefits or temporary partial disability benefits (if no light duty work is available within the employee's work restrictions, as determined by the Town), The Town will pay the difference between the workers' compensation pay and normal weekly wages for the first four weeks out due to a workers' compensation injury.

If light duty work is available within the employee's work restrictions (as determined by the Town), the employee shall be required to perform such work.

Section 5

Upon retirement of a bargaining unit employee employed by the Town in a bargaining unit position prior to July 1, 2015, the Town shall provide and pay for health insurance for the eligible employee subject to all of the following:

- a. Employee must have fifteen (15) years of service with the Town.
- b. Employee must be at least sixty-two (62) years of age.
- c. The Town will provide the coverage until the employee becomes eligible for Medicare (age sixty-five (65)).
- d. Employee may continue to carry coverage for their spouse, however, the premium for the spouse will be paid by the employee.

Bargaining unit employees hired on or after July 1, 2015 shall not be eligible for this benefit.

A bargaining unit employee employed by the Town in a bargaining unit position prior to July 1, 2015 who accepts a Town position that is represented by a union shall continue to be eligible for the benefit set forth herein.

ARTICLE XV PENSION

Section 1

Pension

Effective July 1, 2000, following each quarter of the fiscal year, the Town shall pay seven percent (7%) of the hours worked during the quarter of each current participant into the group pension fund.

The existing Town Pension Plan remains in effect.

Section 2

Deferred Compensation

Full-time employees hired prior to July 1, 2021

The Town will, if allowed by law, contribute fifty percent (50%) of the dollar amount contributed by a full-time employee hired for a bargaining unit position covered by this Agreement prior to July 1, 2021, if the full-time employee elects to contribute less than seven percent (7%) of his/her wages into the plan on a before-tax basis. The Town will, if allowed by

law, contribute four and one-half percent (4½%) if the an employee elects to contribute seven percent (7%) of his/her wages into the plan on a before-tax basis. If a full-time employee contributes ten percent (10%) of his/her wages into the plan on a before-tax basis, the Town will contribute five percent (5%).

Full-time employees hired on or after July 1, 2021

For full-time employees hired by the Town for a bargaining unit position covered by this Agreement on or after July 1, 2021, the Town will, if permitted by law, contribute to the Plan a match of fifty percent (50%) of the full-time employee's contributed to a maximum of fifty percent (50%) of a ten percent (10%) contribution in each Plan Year.

ARTICLE XVI **PROBATION**

Section 1

To enable the Town to exercise sound discretion in the filling of positions within the Public Works Department, no appointment, employment or promotion to any position within the Public Works Department shall be deemed final and permanent until after the expiration of a period of one hundred twenty working (120) days. Workdays shall be defined as days that the employee actually attends a full day of work. During the probationary period, the Town may discipline or discharge a new employee if the Town deems him unfit for such appointment. The employee shall have no right to grieve or arbitrate the discipline or dismissal. During the probation period of a promoted employee, the Town may reduce such employee to his previous classification if the Town deems him unfit for such appointment. The employee shall have no right to grieve or arbitrate the reduction.

ARTICLE XVII **HOURS OF WORK AND OVERTIME**

Section 1

- a. The regular work day shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday with one-half (½) hour for lunch and the regular work week shall be forty (40) hours. The daily work hours may be altered on a temporary basis upon one week notification to the Union. The daily work hours may be altered on a permanent basis by mutual agreement between the Town and the Union.
- b. The transfer station operator shall work thirty-eight (38) hours per week and be paid for all hours worked based upon such work schedule.

The hours will be as follows:

Summer (Daylight Saving Time)

Tues/Thurs. 7:30 to 6:30 p.m. (22 hours)

Winter (Eastern Standard Time)

6:30 to 4:30 p.m. (20 hours)

Saturday	7:30 to 4:30 p.m. (9 hours)	6:30 to 4:30 p.m. (10 hours)
Sunday	7:30 to 2:30 p.m. (7 hours)	6:30 to 2:30 p.m. (8 hours)

- c. Employees will be granted breaks according to past practices.

Section 2

Time and one half (1½) shall be paid for:

- a. All authorized work performed in excess of eight (8) hours in any one day, except for work performed by the transfer station operator, or over forty (40) hours in any calendar week without duplication.
- b. All authorized work performed on Saturdays (except transfer station operator unless the forty (40) hours in one (1) week has been attained).

Double (2x) time shall be paid for:

- c. All authorized work performed on Sundays (except employees scheduled to work at the transfer station).
- d. All hours of work performed on Holidays as designated in Article V shall be paid at the rate of double (2x) time with a minimum of three (3) hours of pay guaranteed. In addition, the employee shall receive the regular holiday pay.

Section 3

All employees shall receive two (2) weeks written notice of any change in the established work week, excepting emergencies.

Section 4

- a. When an employee is called in to work outside of his regularly scheduled work hours, he shall be paid a minimum of three (3) hours at his applicable overtime rate commencing at the time of the call if the employee reports to work within a reasonable period of time. If such call-ins run into his regular work day, the employee shall be paid time and one-half (1½) his regular hourly rate for all hours worked outside of his regularly scheduled hours, and shall work his regularly scheduled eight (8) hour day.

The Town may recall an employee during this three (3) hour period and it shall be considered the same call in.

Additionally, in the event that the call in is within two (2) hours of the completion of the employee's regular shift, such call in pay shall not apply; rather, the employee shall receive overtime pay at time and one-half (1½) his regular hourly rate from the end of his shift through the end of the assignment.

- b. An employee who is called in and does work two (2) hours before the commencement of his regular shift or two (2) hours after the end of the employee's regular shift shall be entitled to meal allowance(s) as set forth below if the employee is required to work at specific meal times (defined as 8:00 a.m., noon and 6:00 p.m.).

An employee who is requested in advance and does work two (2) hours before the commencement of his regular shift or two (2) hours after the end of the employee's regular shift shall be entitled to a meal allowance as set forth below.

Except for any work performed at the transfer station:

- an employee who is required to report to work prior to 7:00 a.m. on a Saturday, Sunday or observed holiday, will be entitled to breakfast paid for by the Town;
- an employee who is required to report to work or remain at work between 11:30 a.m. and 3:30 p.m. on a Saturday, Sunday or observed holiday, will be entitled to lunch paid for by the Town; and/or
- an employee who is required to report to work or remain at work after 5:30 p.m. on a Saturday, Sunday or observed holiday, will be entitled to dinner paid for by the Town.

The provisions set forth above regarding entitlement to a Town paid for meal does not apply to a call-in that takes three (3) hours or less to perform, as set forth under Article XVII, Section 4. A., unless the call-in is contiguous to the employee's regular start time.

Meal Allowance

The Town will provide Public Works employees with a meal allowance based upon the amounts set forth below.

Breakfast	\$12.00
Lunch	\$14.00
Dinner	\$16.00

Employees may take meal time at the times designated by the Director of Public Works or his designee.

Meal time shall be one-half (½) hour.

Section 5

Unscheduled overtime shall be that which is required in the event of storms or other natural or man made emergency. When unscheduled overtime is required, employees will be called in by the appropriate supervisor or held over as necessary,

Section 6

There is no standby requirement for Public Works employees, however, employees are required to let the Supervisor know where he/she can be reached during the winter months. If an employee is contacted by his Supervisor and he fails to report, he may be subject to disciplinary action. Any employee who cannot be contacted for snow removal may be subject to disciplinary action. In the event a winter storm starts during the regular workday and continues beyond the regular work hours, each employee with a snow and ice assignment who, in the opinion of the Director of Public Works, is needed will be expected to continue work.

Section 7

Overtime shall be distributed equitably among bargaining unit employees.

The overtime list will run from July 1st to June 30th on an annual basis. A new employee who begins work after July 1st shall commence work with the average amount of overtime hours worked by all of the bargaining unit members as of the first pay day after his start date.

On July 1st annually the list will start anew in order of seniority. After the first rotation (which was done in seniority order), the Director of Public Works (or his designee) will, if possible, call the employee with the least amount of hours for the next overtime assignment (provided this shall not apply in emergency situations).

All paid leave will be considered as hours worked as part of the equitable calculation. Overtime for transfer station operator will be considered as part of the calculation.

A reasonable effort will be made to post the list on a bi-weekly basis. The list will set forth the number of overtime hours accrued by each Public Works Department employee.

When an employee refuses overtime he or she shall be charged as if worked for equalization purposes.

When there are insufficient employees available for overtime work the Director of Public Works (or his designee) will distribute work among qualified employees on a rotating basis in inverse order of seniority.

An employee will not be penalized for declining overtime work but an employee who refuses an order to work overtime may be subject to disciplinary action. There shall be no basis for any employees claim for compensation in any form for hours not worked.

Section 8

The Union shall be given annually the, opportunity to inspect the Town's record of all overtime hours worked by, and the hourly rate paid therefore, to each employee in the bargaining unit.

ARTICLE XVIII
EXISTING RULES AND PRACTICES

Section 1

The Town agrees to provide a bulletin board within the Department of Public Works and to permit the Union to utilize it for posting of notices concerning Union business and activities.

Section 2

The Town shall utilize the boards for posting any matter generally related to wages, hours or conditions of employment.

Section 3

Except as specifically abridged, modified by or in conflict with express provisions of this Agreement, the "Town of Hebron Personnel Policies" shall continue in effect as amended.

Section 4

If any Article or Section of this contract is declared invalid by a competent court or by any state labor department ruling, for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be held valid and in continued force.

Section 5

The Town agrees to reproduce sufficient copies of this contract and to provide a copy to the Union officers and to each Supervisor, new employees and other administrators, by whatever title, whose functions are substantially managerial.

Section 6

Mileage reimbursement for employees who use their private automobiles for business purposes shall be in accordance with the IRS allowable mileage (cents per mile) when verified by their supervisor and approved in advance by the supervisor to use their private automobiles.

Section 7

In addition to outside contractors, the Town may use employees not represented by the Union to engage in snow and ice control when the needs of the Town require their assistance and all available regular bargaining unit employees have first been offered the opportunity to perform such work.

Section 8

Bargaining unit members may work together with Parks Division employees when: (1) employee(s) from both bargaining units have previously worked on the projects together; or (2) the Town determines that employees(s) from both bargaining units are needed to work together.

Section 9

In accordance with past practice, the Town may use Parks Division employees to perform Department of Public Works work when such work has previously been performed by Parks Division employees.

Section 10

The Town may utilize members of the Parks and Recreation Crew to engage in snow and ice control including, at the discretion of the Director of Public Works, the assignment of a regular snow plowing route. Over the duration of the snow and ice season, the parks and Recreation Crew member shall not be given any more overtime pertaining to snow and ice removal than the members of the Union as provided for and calculated under Article XVIII of this Agreement.

Section 11

- a. The Town's Code of Ethics is binding upon the employees.
- b. The Town will provide a list of its vendors and private businesses it does business with to the Union and to update the same when changes arise.
- c. The Union will provide from the Town's list, a list of the vendors and businesses that its members do work for. The Union will update its list in the event its members work for additional vendors or businesses. The work performed by the Union members shall not violate the Town's Code of Ethics.
- d. Members of the Union shall be allowed without violating the Town of Hebron's Code of Ethics to make emergency repairs to their personal vehicle if the damage occurs or is discovered at the Town Garage or other Town property and shall be allowed to use Town property, facilities and equipment to make the repairs.
- e. Members of the Union shall also be allowed without violating the Town's Code of Ethics to use Town property, equipment and materials to wash their personal vehicles in the event their vehicles are soiled from snow, salt or sand or other materials during the course of the members' work for the Town.
- f. Members of the Union may utilize town tools on an emergency basis for their personal use without violating the Town's Code of Ethics. Employees will be required to pay for any damage that occurs to the tools when being used for personal use.

Section 12

If any illness or injury results in a disability, the Town shall have the right to retire or discharge the employee whenever the undisputed medical prognosis indicates that the employee will not be able to perform the essential functions of the position with reasonable accommodations (as determined by the Town) that the employee held prior to the injury or illness.

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position with or without reasonable accommodations for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

Section 13

In the event that either the federal government or the Governor or his designee declares a state of emergency, all full-time and regular part-time bargaining unit employees shall be required to report to work as essential personnel (unless the employee is not scheduled to work due to previously approved vacation leave).

ARTICLE XIX **SAFETY AND HEALTH**

Section 1

The Union and the Town recognize the need for safe and healthy working conditions.

- a. The Town shall make every reasonable effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions are reported.
- b. Employees shall perform their duties in a safe manner and shall comply with the Town's safety rules and accident prevention measures. Unsafe conditions shall be reported to the Town immediately. Failure to report unsafe conditions can be construed as neglect of duty and may be cause for disciplinary action. Failure to act in a safe manner while performing work duties can be a cause for disciplinary action.
- c. Complaints regarding safety concerns shall be handled internally through the Supervisor and representatives from the Public Works Department who are on the Health and Safety Committee.

Section 2

There shall be a Health and Safety Committee comprised of town employees including a representative from the Union. The Committee shall meet when necessary to respond, in writing, to any written complaints received by the Union or Town. They will also review and make recommendations on any other safety concerns or health measures as they may arise. Any decisions and recommendations made by the Committee shall be by a majority vote of the entire Committee. Recommendations of the Committee shall be forwarded to the Town Manager who will review and implement or reject the decisions. If the Town Manager rejects the decisions or recommendations of the Committee he or she shall propose an alternative or provide an

explanation of the reason for disagreement with recommendations as part of the response to the Health and Safety Committee. They will review the Town Manager's alternatives. If an amicable solution cannot be reached then the Union may submit the matter to Step III of the grievance procedure.

Section 3

The Union representative on the Health and Safety Committee, when acting as a body, shall be paid for time spent on Committee activities at their normal base rate of pay or if overtime is involved they shall receive compensatory time off (in lieu of overtime).

Section 4

The Union shall cooperate with the employer in carrying out all of the employees' safety measures and practices for accident prevention. Employees shall perform their duties in each operation in such a manner as to promote safe and efficient operation of each duty and of each job as a whole. The Town shall provide each employee with appropriate safety equipment and shall replace said equipment upon request. The Union agrees that employees will use the health and safety equipment provided by the Town. An employee who knowingly fails to perform work in a safe or efficient manner, fails to report unsafe conditions or who fails to use or wear safety equipment provided by the Town shall be subject to disciplinary action.

Section 5

Each bargaining unit employee agrees that he shall wear OSHA approved safety boots and uniforms at all times during working hours.

The Town shall provide each bargaining unit employee an annual OSHA approved safety boot allowance of two hundred dollars (\$200.00).

The OSHA approved safety boot allowance will be paid in the first pay period after July 1st annually. Each employee shall be responsible for the purchase of such OSHA approved safety boots on his own time. If in the opinion of the Director of Public Works the employee's OSHA approved safety boots are unsafe, the employee will be required to immediately purchase new OSHA approved safety boots. The only exception will be with an approved medical certificate from a doctor removing the employee from this requirement. If this occurs the employee will not be eligible for the boot allowance.

Section 6

Uniforms will be provided by the Town and employees will be required to wear them at all times when working for the Town, unless directed by the Supervisor otherwise. Each employee shall be furnished with eleven (11) pairs of pants or jeans and a winter jacket. The Director of Public Works or his designee, will inspect the employee's winter jackets in October (on an annual basis) to determine whether an employee's winter jacket should be replaced.

Section 7

If an employee possess a personal cell phone and brings it with him or her to the job, it shall be kept in whatever vehicle the employee is using that day. The Town is not responsible for any damage, or for the loss of said cell phone.

ARTICLE XX **DISCIPLINARY PROCEDURE**

Section 1

- a. Disciplinary actions shall be for just cause and shall be applied in a fair manner and shall not be inconsistent with the infraction for which disciplinary action is being applied.
- b. Disciplinary actions shall include:

- 1. a verbal warning;
- 2. a written warning;
- 3. suspension without pay;
- 4. discharge.

and normally follow this order, depending on the seriousness of the alleged infraction.

- c. No permanent employee shall be discharged, reduced in rank or compensation, suspended without pay or disciplined in any other manner except for just cause. All suspensions and discharges must be, in writing with reasons stated and a copy given to the employee and the Union within twenty-four (24) hours of suspension or discharge.
- d. An employee who is being interviewed concerning an incident which may subject the employee to disciplinary action shall be informed of his rights to have a Union Steward (unless steward involved) present prior to the start of the meeting. If the employee decides during an interview he needs a representative, the meeting will come to a close until the Union representative can be present.
- e. Whenever it becomes necessary to discipline an employee, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.
- f. All verbal and written warnings will be sealed and not used in any disciplinary proceedings after four (4) years from the date of the specific incident, provided no additional infractions have occurred since the date of the specific incident.

ARTICLE XXI
EDUCATION AND TRAINING

Section 1

Any employee who successfully completes a job related educational or vocational course, approved in advance by the Town Manager shall be reimbursed fifty percent (50%) of the cost of the tuition incurred by such employee.

ARTICLE XXII
WORK STOPPAGES

Section 1

The Union agrees that it will not call, authorize, instigate or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining union employees who are on duty. The Town agrees that it will not lockout any employees.

ARTICLE XXIII
DURATION

Section 1

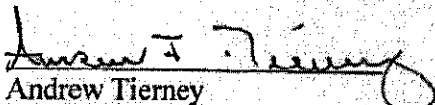
This Agreement contains the full agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether covered or not covered herein, during the term hereof.

Section 2

This Agreement shall be in full force and effect from July 1, 2021 to June 30, 2024 and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law.

IN WITNESS WHEREOF, the parties hereto have set their hand on this 20 day of July, 2021.

TOWN OF HEBRON


Andrew Tierney
Town Manager

**HEBRON TOWN DEPARTMENT OF
PUBLIC WORKS EMPLOYEES,
LOCAL 1303-272 OF COUNCIL 4
AFSCME, AFL-CIO**


Darren Norton
President


Tricia Santos
Staff Representative

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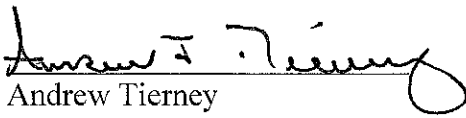
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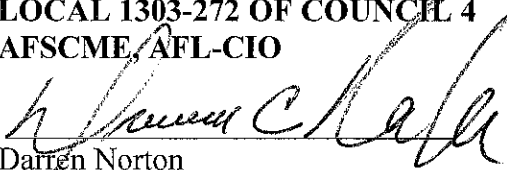
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TOWN OF HEBRON


Andrew Tierney
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**HEBRON TOWN DEPARTMENT OF
PUBLIC WORKS EMPLOYEES,
LOCAL 1303-272 OF COUNCIL 4
AFSCME, AFL-CIO**


Darten Norton
President

Tricia Santos
Staff Representative

SCHEDULE A
WAGES

July 1, 2021 - June 30, 2022

2.25%

Hourly Rates

<u>Positions</u>	1st to 6 months @90%	6 to 18 months @95%	18+ months @100%
Truck Driver/Maintainer	\$23.07	\$24.35	\$25.63
Transfer Station Operator	\$20.73	\$21.88	\$23.03
Mechanic	\$28.92	\$30.52	\$32.13
Foreman	\$27.63	\$29.17	\$30.70
Equipment Operator/C. Leader	\$25.88	\$27.31	\$28.75
Equipment Operator	\$25.88	\$27.31	\$28.75

An employee who maintains a CDL Class A license shall receive ten cents (\$.10) per hour more than his base hourly wage rate set forth above.

July 1, 2022 - June 30, 2023

2.50%

Hourly Rates

<u>Positions</u>	1st to 6 months @90%	6 to 18 months @95%	18+ months @100%
Truck Driver/Maintainer	\$23.64	\$24.96	\$26.27
Transfer Station Operator	\$21.25	\$22.43	\$23.61
Mechanic	\$29.64	\$31.28	\$32.93
Foreman	\$28.32	\$29.90	\$31.47
Equipment Operator/C. Leader	\$26.52	\$28.00	\$29.47
Equipment Operator	\$26.52	\$28.00	\$29.47

An employee who maintains a CDL Class A license shall receive ten cents (\$.10) per hour more than his base hourly wage rate set forth above.

SCHEDULE A
WAGES

July 1, 2023 - June 30, 2024

2.25%

Hourly Rates

<u>Positions</u>	1st to 6 months	6 to 18 months	18+ months
	@90%	@95%	@100%
Truck Driver/Maintainer	\$24.17	\$25.52	\$26.86
Transfer Station Operator	\$21.73	\$22.93	\$24.14
Mechanic	\$30.30	\$31.99	\$33.67
Foreman	\$28.96	\$30.57	\$32.18
Equipment Operator/C. Leader	\$27.12	\$28.62	\$30.13
Equipment Operator	\$27.12	\$28.62	\$30.13

An employee who maintains a CDL Class A license shall receive ten cents (\$.10) per hour more than his base hourly wage rate set forth above.

Employees entering a new classification shall start at the entry level rate which is either the rate of the Transfer Station Operator/Truck Driver (for a new employee) or ninety percent (90%) of the job classification for the upgraded position. At the completion of the probationary period (6 months) the employees shall be compensated at ninety-five percent (95%) of the job rate. One year thereafter (after 18 months in the position) the employee shall be compensated at the full (100%) rate of pay.