

CONTRACT BETWEEN

TOWN OF HEBRON

AND

HEBRON PARKS AND RECREATION DEPARTMENT

(PARKS DIVISION)

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 30**

JULY 1, 2024 - JUNE 30, 2027

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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 all full-time and regular part-time parks and recreation department (parks division) employees excluding supervisors, clerical employees and confidential employees.

Section 2

Full-time employees shall be defined as employees who are regularly scheduled to work forty (40) hours per week, fifty-two (52) weeks per year.

Section 3

Regular part-time seasonal employees shall be defined as employees who are regularly scheduled to work forty (40) hours per week for more than seven (7) consecutive calendar months but less than ten (10) consecutive calendar months.

ARTICLE II
UNION MEMBERSHIP

Section 1

The Town agrees to deduct from the wages of employees in the bargaining unit an initiation fee and regular monthly Union dues, as properly authorized and uniformly required as a condition of membership, provided the Town receives voluntary individual authorizations signed by such employees in the form which has been agreed to by the Town and the Union. No deduction shall be made which is prohibited by applicable law.

Section 2

The Town shall remit to the Union once each month the deductions made in such month, together with a list of the employees from whom such deductions have been made and the amounts deducted. The Union agrees to refund to the employee any monies found to have been erroneously or improperly deducted.

Section 3

The Union agrees to indemnify and save the Town harmless from and against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with any provision of this Article.

ARTICLE III
CHECKOFF

Section 1

In order to further the administrative convenience of the parties, provide bargaining unit employees a convenient method of dues and/or initiation fees, and limit the solicitation of such payments during working hours, the Town agrees to check-off dues and/or initiation fees from each employee's earnings. This convenience is limited to employees who voluntarily authorize such deduction by submission of a signed voluntary check-off card authorizing such deduction.

Section 2

The deductions of monthly dues and/or initiation fees shall be made from the earnings received by the employee on a weekly basis commencing in the payroll period immediately following the payroll period in which a properly executed authorization card is received by the Town. The schedule for deductions may be changed upon mutual agreement between the Town and the Union. If in any designated pay week, the earnings of any employee who authorize such deductions are insufficient to permit deductions to be made, the Town will make the appropriate deductions from the employee's earnings in the next designated week's pay.

Section 3

Deductions shall be remitted to the Union by the end of the month in which the deductions were made. The Town shall furnish the Union each month a record of the employees from whose earnings deductions have been made, their earnings, and the amount of the deductions.

Section 4

The Town will provide the Union timely notice of new hires and terminations.

ARTICLE IV
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 the purposes of the Town.

- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices and procedures.
- c. To 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 V GRIEVANCE PROCEDURE

Section 1

A "grievance" shall be defined as a claim by an employee or group of employees or the Union that there has been a violation of a specific term(s) of this Agreement.

Section 2

The term "days", except where otherwise indicated, means working days.

Section 3

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 to the Director of Parks or their designee within five (5) days of the date of the occurrence or within five (5) days from when the aggrieved employee should have reasonably become aware of the alleged violation. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. A copy of the grievance will be provided to the Union. The written grievance shall include a statement of the grievance and facts involved, the alleged violation of the Agreement, and the remedy requested. The Director of Parks or their designee shall meet with the interested parties in an attempt to adjust the matter within five (5) days of the date the grievance was submitted to him. The Director of Parks or their designee shall render their written decision within five (5) days of the date the meeting.

Step 2 - If the grievance has not been settled it shall be presented in writing to the Town Manager within five (5) days after the Director of Parks or their designee's response is received or should have been received. The Town Manager or their designee shall meet with the interested parties and render their decision in writing within fifteen (15) 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, it may, within ten (10) days after receipt of the Town Manager's decision submit the grievance to arbitration. Notice of intention to proceed to arbitration must be given to the Town Manager within ten (10) days after receipt of such decision. Arbitration shall be with the ADRC (American Dispute Resolution Center). 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 4

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

Section 5

The time limits provided for in Section 3 of this Article may be extended by written agreement of the parties.

Section 6

Should either party fail to appeal to the next step within the time period specified said failure shall be considered acceptance of the decision rendered.

ARTICLE VI
SENIORITY AND LAYOFFS

Section 1

An employee shall lose their seniority rights for any of the following reasons:

- (a) Resignation.
- (b) Discharge for just cause.
- (c) Retirement.
- (d) Failure to report from recall (notice of recall to be sent to the employee's last known address).
- (e) Expiration of recall rights.

Seniority accumulation shall be suspended (but not broken) during layoff or during an approved long-term leave of absence without pay (more than thirty (30) days).

Section 2

Seniority shall be defined as an employee's length of service in the bargaining unit since their most recent date of hire. Probationary employees shall have no seniority during the period of their probation or extended probationary period, if applicable, but at the expiration of such period they shall immediately accrue seniority from the date of hire.

Section 3

Layoffs within classification shall take effect as follows:

- a. Temporary employees;
- b. Probationary employees;
- c. Regular part-time seasonal employees;
- d. Full-time employees.

Layoffs shall be in inverse order of seniority. An employee scheduled to be laid off shall be given at least thirty (30) days notice.

Section 4

Employees on layoff shall retain recall rights for a period of one (1) year 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 respond to such notice within (3) business days after receipt of such notification. Failure to respond within the three (3) day period shall be cause for removal from the recall list and a loss of all seniority rights.

Section 5

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 their former classification, if at any time during the probationary period the Town or employee determines he is not qualified for the new classification.

Section 6

The Town shall maintain a seniority list and provide the Union with a copy each July 1st.

ARTICLE VII **PROBATIONARY PERIOD**

Section 1

- A. All new full-time employees shall serve a probationary period of one hundred twenty (120) workdays. All new regular part-time season employees shall serve a probationary period of sixty (60) workdays.

By written agreement of the Town and the Union, a new full-time employees' probationary period may be extended for up to an additional sixty (60) workday period (for new part-time season employees, the probationary period may be extended for up to an additional thirty (30) workdays by written agreement of the Town and the Union).

Workdays shall be defined as days that the employee actually attends a full day of work.

During a new employee's probationary period or the employee's extended probationary period the employee may be dismissed or otherwise disciplined without access to the grievance procedure of this Agreement. Upon completion of the probationary period or extended probationary period the seniority of the new employee shall commence from the employee's first date of actual employment.

- B. An employee who is offered and accepts either: (1) a vacant position or (2) a new position created by the Town that has been posted in accordance with Article XXVI shall serve a probationary period of one hundred twenty working (120) days.

If the employee is not retained in the position, he shall be transferred back to their former position. Additionally, the employee during their probationary period may choose to return to their former position.

If the employee is either transferred back to their former position by the Town or chooses to return to their former position, the employee who filled their former position will be bumped and will fill their former position.

If a new employee was hired and is impacted by the aforementioned bumping, he shall be laid off.

ARTICLE VIII **HOURS OF WORK AND OVERTIME**

Section 1

The regular workday shall normally be from 7:00 a.m. to 3:30 p.m., Monday through Friday with a one-half (½) hour unpaid lunch. The regular work week shall be forty (40) hours.

Upon notification to the Union, the regular workday may be altered to commence as early as 6:00 a.m. Such notification shall be provided as soon as practicable to the Union Steward. The daily work hours may be altered on a permanent basis by mutual agreement between the Town and the Union.

Section 2

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

1. All authorized work performed in excess of eight (8) hours in any one day or over forty (40) hours in any calendar week.
2. All authorized work performed on Saturdays.

Double time shall be paid for:

1. All authorized work performed on Sundays and holidays (as set forth in Article XV, Section 1). On holidays, the employee will also receive the regular holiday pay.

Section 3

Overtime will be distributed in the following manner:

Overtime will be offered to full-time employees first. If the full-time employee(s) either refuses the overtime or is unavailable, the overtime will be offered to regular part-time employees (during the months that they are employed), provided that they are qualified and available to perform the work.

Overtime will be distributed on as equitable basis as possible taking into consideration that employees may not be qualified to perform certain work.

Section 4

When an employee is called in to work outside of their regularly scheduled work hours for unscheduled overtime, he shall be paid a minimum of three (3) hours at their applicable overtime rate commencing at the time of the call if the employee reports to work within sixty (60) minutes

of the call in; in the event that an employee fails to report within the aforementioned sixty (60) minute time frame, he shall not be eligible for the three (3) hour minimum.

If a call-in is contiguous to their regular workday, the employee shall be paid time and one-half (1½) their regular hourly rate for all hours worked outside of their regularly scheduled hours and shall work their regularly scheduled eight (8) hour day (and shall not be eligible for the three (3) hour minimum).

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

ARTICLE IX **DISCIPLINE**

Section 1

A regular non-probationary employee shall not be disciplined and/or discharged except for just cause.

Section 2

Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

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

Section 3

All notices of disciplinary action, except verbal warnings, must be in writing to the employee, with a copy to the Business Agent of the Union.

Section 4

Warnings shall not be used for further discipline after eighteen (18) months, provided no further discipline is given to the employee.

ARTICLE X **WAGES**

Section 1

The wage rates of employees covered by this Agreement are set forth in Schedule A which is attached hereto and made part of this Agreement.

Section 2

The Town will review each employee's performance during the months of May and November.

Section 3

The Town may employ temporary and/or seasonal employees provided no full-time or regular part-time seasonal member of the bargaining unit is on layoff (during their normal work period).

A temporary employee shall be defined as a person employed for a period not to exceed sixty (60) calendar days in a fiscal year.

A seasonal employee shall be defined as a person employed for no more than one hundred twenty (120) calendar days in a fiscal year.

If a regular part-time seasonal employee is on layoff (during their normal work period), the Town cannot hire a temporary and/or seasonal employee without first offering the position to all regular part-time seasonal employees on layoff (during their normal work period).

If a regular part-time seasonal employee is on layoff (during the period of time he does not normally work) and the Town requires their services, the employee, if available, shall report to work to perform such work.

Section 4

The Town will deduct from the regular wages of employees amounts that the employee has authorized to be deposited into the International Union of Operating Engineers Local 30 Credit Union.

ARTICLE XI **INSURANCE**

Section 1

Medical, Dental, Vision and Life Insurance Coverage for Eligible Employees

- a. All full-time bargaining members will be eligible to enroll in the IUOE Local 30 Benefits Fund, and thus will not be eligible for the group medical, dental, and vision insurance coverages offered by the Town.
- b. The Town shall pay to IUOE Local 30 Benefits Fund the agreed upon contribution rate, per regular hours paid (straight pay, e.g. 40 hours/week), for each eligible bargaining unit employee who elects coverage so they can access the Union's medical, dental, vision and life insurance benefits. The Town shall combine the above weekly contributions owed to the IUOE Local 30 Benefits Fund into one (1) monthly payment and submit the same to the Local 30 All Funds account, 16-16 Whitestone Expressway, Whitestone, NY 11357, on or before the 15th day of the month following the month for which contributions are to

be made, together with the names, social security numbers, and rates of pay of all employees for whom payments are made.

Section 2

The Town shall have the right to select carriers for the insurance covering its employees, provided that the level of benefits are equal to or better than the plan set forth under Section 1 herein on an overall plan benefit basis, and the Town shall notify the Union sixty (60) days prior to any changes being made.

Section 3

Regular part-time seasonal employees shall not be eligible for health and dental insurance benefits, except as required under applicable law.

Section 4

Any employee eligible for health insurance may elect to waive medical, dental, and vision coverage and receive additional annual compensation in lieu of said coverage. Each employee who waives medical, dental, and vision 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 medical, dental, and vision coverage in accordance with applicable IUOE Local 30 Benefits Fund 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, the first pay period in June and December (the payment in June is for the period January through June and the payment in December is for the period July through December) of each calendar year. These payments shall continue until such time as the employee's employment with the Town ends for any reason; until their 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 medical dental, and vision coverage should be aware a subsequent election to take the insurance coverage may subject him/her and/or their dependents to certain requirements and/or restrictions set forth by the IUOE Local 30 Benefits Fund or applicable law.

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 5

The Town shall provide statutory Workers' Compensation Insurance. During the period of time that an employee 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 employee may elect to receive the difference between the workers' compensation benefit check and their regular weekly pay by using accrued sick leave pay to supplement such payment for up to twenty-six (26) weeks.

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 6

Upon retirement, for eligible employees hired prior to July 1, 2024, the Town shall provide and pay for health insurance for the eligible employee subject to all of the following: (a) the employee must have fifteen (15) years of service with the Town; (b) the 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)); and (d) the employee may continue to carry coverage for their spouse, however, the premium for the spouse will be paid by the employee.

Employees hired on or after July 1, 2024 shall not be eligible for the benefit set forth under Article XI, Section 6.

ARTICLE XII **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 Director of Parks or their designee.

Section 2

The Union shall cooperate with the Town in carrying out all of the employers' 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 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.

ARTICLE XIII UNION MEETINGS AND UNION STEWARD

Section 1

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

Section 2

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 V) of this Agreement.

Section 3

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

Section 4

The Union steward shall be granted one (1) day off, with pay, in each year of this Agreement to attend the annual IUOE local shop steward training. The Union steward will submit their request for the day off to the Director of Parks or their designee, at a minimum, thirty (30) calendar days prior to the date of the training.

ARTICLE XIV PENSION

Section 1

Pension

Upon an employee's completion of their probationary period in a position covered by this Agreement, the Town will commence contributing seven percent (7%) of the employees' gross wages to the Union Pension Fund.

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

Section 3

Regular part-time seasonal employees shall be eligible for pension and/or deferred compensation benefits.

**ARTICLE XV
HOLIDAYS**

Section 1

The following holidays shall be observed as days off with pay for all full-time employees, and except as specified elsewhere in this Article, shall be celebrated on the dates set forth in Connecticut General Statutes, Section 1-4.

- | | |
|----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |
| Presidents' Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas |
| One (1) Floating Day* | Day After Christmas |

*The floating holiday may be taken with advance notice and the approval of the Director of Parks or their designee. Floating holidays may not be carried over from one fiscal year to another. Regular part-time seasonal employees shall not be eligible for the floating holiday.

Section 2

Regular part-time seasonal employees shall be eligible for holiday pay for holidays that fall during their work period upon completion of their probationary period, or extended probationary period, where applicable (with the exception of the floating holiday). Such holiday pay shall not be retroactive.

Section 3

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 4

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

Section 5

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

Section 6

To be eligible for holiday pay, an employee must work the last scheduled workday before the holiday and the first scheduled workday after the holiday. Absence from the last scheduled workday before or the first scheduled workday after the holiday will be excused only for: (1) attendance at court as a witness under subpoena; (2) jury duty; (3) death in the employee's immediate family; (4) approved paid vacation time, if applicable; or (4) illness authenticated by a doctor's certificate or prearranged absence taken with the permission of the Town Manager or their designee.

Section 7

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

ARTICLE XVI
VACATION

Section 1

Full-time employees hired prior to July 1, 2018 in a bargaining unit position covered by this Agreement who have completed six (6) months of employment are eligible for use of paid vacation days in accordance with the following:

- a. Less than one (1) full year of employment – credited 5/6 days per month of employment for purposes of vacation time.
- b. One (1) year to four (4) full years of employment – credited ten (10) days per year for purposes of vacation time.
- c. Four (4) years to twelve (12) full years of employment – credited fifteen (15) days per year for purposes of vacation time.
- d. Twelve (12) years to fifteen (15) full years of employment – credited twenty (20) days per year for purposes of vacation time.
- e. Fifteen (15) full years of service or more – credited one (1) additional day for each year of full service to a total of twenty-five (25) days for purposes of vacation time.

Full-time employees hired on or after July 1, 2018 in a bargaining unit position covered by this Agreement who have completed six (6) months of employment are eligible for use of paid vacation days in accordance with the following:

- a. Less than one (1) full year of employment – credited 5/6 days per month of employment for purposes of vacation time.
- b. One (1) year to four (4) full years of employment – credited ten (10) days per year for purposes of vacation time.
- c. Four (4) but less than fifteen (15) full years of service – credited fifteen (15) days per year for purposes of vacation time.
- d. Fifteen (15) years but less than twenty (20) full years of service – credited twenty (20) days per year for purposes of vacation time.
- e. Twenty (20) full years of service – one (1) additional day each year of full service to a total of twenty-five (25) for purposes of vacation time.

During a new employee's first year of employment with the Town in a bargaining unit position, vacation days will be credited on a prorated basis from their date of hire through June 30th.

In all subsequent years, a full-time employee's vacation days shall be credited on July 1st annually based on the employee's number of years in a bargaining unit position on their anniversary date (as set forth in paragraphs a. through e. above) that preceded July 1st.

In the event that an employee is allowed to take paid vacation and subsequently leaves employment with the Town prior to the time he is eligible for credit for such time, the remuneration he received during the vacation period shall be deducted from his last paycheck.

Section 2

Full-time employees shall receive credit for their annual vacation time on July 1st of each calendar year.

Section 3

Regular part-time seasonal employees shall not be eligible for paid vacation days.

Section 4

No vacation days may be used by an eligible employee until they have completed at least six (6) months of continuous service to the Town, provided, however, that an employee may be granted vacation time during their first six (6) months of employment upon approval of the Town Manager or their designee. Such request shall not be unreasonably denied. A denial of a request for vacation time during this period of time shall not be subject to arbitration under Article V, Section 3, Step 3.

Section 5

Eligible employees may carry over up to five (5) vacation days into the subsequent year. Accumulated vacation days will not exceed the current year's allotment plus the week carry over.

Section 6

No eligible employee may use more than ten (10) consecutive vacation days without prior written authorization of the Town Manager and Director of Parks or their designee.

Section 7

Upon completion of six (6) months of service, eligible employees shall be credited with such leave on a prorated basis computed from the date of their original appointment through June 30th for purposes of vacation time.

Section 8

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

Section 9

Eligible employees who resign in good standing or who are laid off shall be paid for any unused vacation leave that have been credited to their last day of service, provided, however, with respect to the employee's last year of service, such days shall be prorated for purposes of any payment to the employee for unused vacation days. An employee shall be considered to resign in good standing only if he notifies the Director of Parks or their designee of such resignation at least fifteen (15) calendar days in advance of their last day of service. Eligible employees who retire shall be entitled to use any credited vacation leave on a prorated basis prior to the effective date of their retirement but any credited 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 be further credited during the period of such terminal leave.

Section 10

Eligible employees entitled to vacation days who are terminated for cause shall not be paid for any unused vacation days.

Section 11

Eligible employees may take their vacation days, in accordance with schedules established by the Town Manager or Director of Parks, throughout the fiscal year, except as noted below. Requests for vacation shall be submitted at least three (3) weeks in advance to the Director of Parks. The Director of Parks will respond to a written request for vacation time within five (5) business days. Vacation during the months from December 1st to March 15th will not be granted unless approved by the Town Manager and Director of Parks or their designee for unique circumstances. In the event that more than one person requests the same vacation period (defined as one (1) week or more), the employee with the most seniority shall be granted the vacation, provided that the request is made in a timely manner.

Section 12

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 five (5) days prior to the payday that precedes the vacation period.

ARTICLE XVII

SICK LEAVE

Section 1

Sick leave shall not be considered as an entitlement which an employee may use at their 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 of Parks will be notified at least one (1) week in advance of such appointment.

Section 2

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

- a. Sick leave with pay shall be credited to each employee at the rate of one-half ($\frac{1}{2}$) day per month, up to a total of five (5) 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 be credited 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 their jurisdiction.
- c. Notwithstanding the foregoing provision regarding paid sick leave, any employee may be credited 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. In all cases, sick leave with pay in excess of three (3) consecutive workdays or more will be approved only when a note from a regularly 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 Director of Parks or their designee on the employee's first day back to work. An employee's failure to present the note to the Parks and Recreation Director by noon on the employee's 2nd day back to work from such absence will result in the employee receiving no pay for the leave. However, the employees return to work feels an employee has been abusing sick leave by requesting such leave without justification, he may require such a note for future and current sick leave of any duration. He shall so notify the employee in writing, stating in the reasons for the requirement and that further absenteeism or abuse of absences may be the basis for discipline.

Additionally, a pattern of absenteeism or abuse of absences may be the basis for discipline.

- e. Sick leave shall not be credited during any leave of absence without pay.
- f. In case of sick leave of less than one (1) full working day, an employee's sick leave shall only be charged to the nearest full hour of absence from work.
- g. Sick time shall be granted before it is credited, but if any employee resigns, they shall be prorated and pay back any time in excess of time credited.

Section 3

If a full-time employee has unused sick leave at the time of their 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.

Section 4

Upon the death of a full-time employee, their or her spouse or estate shall receive payment for any credited sick leave as provided in Section 2. a. provided, however, with respect to the employee's last year of service, such days shall be prorated for purposes of any payment to the employee for unused sick days. 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 Director of Parks or their designee at least fifteen (15) minutes prior to 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 Parks and Recreation Department. Sick leave shall not be granted unless the Director of Parks has been contacted.

ARTICLE XVIII **PAID TIME OFF DAYS FOR PART-TIME SEASONAL EMPLOYEES**

Section 1

Regular part-time seasonal employees shall be provided with paid time off days which shall be credited to each employee at the rate of one-half ($\frac{1}{2}$) day per month, up to a total of six (6) for those with less than one (1) full year of service and at the rate of one and one quarter ($1\frac{1}{4}$) days per month for those with greater than one (1) full year of service. Paid time off days shall be credited up to a maximum of two hundred (200) days.

No provision of these rules is to be construed as preventing the Town Manager from withholding paid time off days for just cause from any employee under their jurisdiction.

An employee may not use more than two (2) consecutive paid time off days without prior written authorization from the Town Manager or their designee.

Paid time off days shall not be credited during any leave of absence without pay.

In case of a paid time off day of less than one (1) full working day, an employee's paid time off day shall only be charged to the nearest full hour of absence from work.

Section 2

If a regular part-time seasonal employee has unused paid time off days at the time of their retirement (retirement being defined as they have attained the age of sixty-two (62) with a

minimum of fifteen (15) years of service with the Town), the employee shall receive payment for fifty percent (50%) of the unused paid time off days up to a maximum of one hundred (100) days, provided, however, with respect to the employee's last year of service, such days shall be prorated for purposes of any payment to the employee for unused paid time off days.

Upon the death of a regular part-time seasonal employee, their spouse or estate shall receive payment for any credited paid time off days as provided in Section 1. The spouse shall have the option of determining where this payment will go unless explicit instructions were made, in advance, by the regular part-time seasonal employee.

ARTICLE XIX **PERSONAL LEAVE**

Section 1

A full-time employee who has successfully completed their probationary period (or extended probationary period, where applicable) shall be granted three (3) paid personal leave days per contract year. During a full-time employee's first year of employment with the Town in a bargaining unit position covered by this Agreement, their personal days shall be prorated from their date of hire through June 30th. Effective on July 1st, the employee shall be eligible for three (3) paid personal leave days.

Personal days are to be used solely for the purpose of conducting personal business which cannot be transacted outside of work hours, such as required attendance at a house closing. An employee wishing to use a personal day shall submit a request to the Director of Parks or their designee at least one (1) week in advance, except in emergency situations. Failure to properly request such time off in a timely manner will result in time taken off without pay. Personal days may not be carried forward into subsequent years.

The Director of Parks or their designee shall have the right to limit the number of employees on leave under this section at any one time in order to meet the operational requirements of the Town.

ARTICLE XX **FUNERAL LEAVE**

Section 1

Upon completion of a full-time employee's probationary period, when death occurs in such employee's immediate family, up to three (3) days leave with pay shall be granted.

For purposes of this section, the phrase "immediate family" shall be defined as any of the following: spouse, child, father, mother, grandparent, grandchild, sister, brother, stepbrother, stepsister, stepparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother and sister-in-law. Documentation of need and priority may be required at the discretion of the Town Manager. An extra day of funeral leave will be granted to all employees 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.

Section 2

Regular part-time seasonal employees shall be eligible for funeral leave in accordance with the above during the period that they are an active employee of the Town.

ARTICLE XXI
OTHER LEAVE

Section 1

Full-time employees shall be granted leave with pay for the following reasons and subject to the following restrictions:

- (1) Jury duty (regular part-time employees shall receive such paid leave if the jury duty is during the period that he is an active employee of the Town); and
- (2) Military leave in accordance with applicable federal and state law.
- (3) Family and Medical Leave Act in accordance with applicable law.

Section 2

The Town Manager or their designee may grant an unpaid leave of absence to an employee provided that the position remains vacant or is filled by a temporary appointment until the expiration of such leave. Benefits will not accrue during the period of leave. Eligible employees may continue to receive health insurance benefits at the employee's expense if such continuation is acceptable to the insurance carrier. A denial of a request for an unpaid leave of absence shall not be subject to arbitration under Article V, Section 3, Step 3.

ARTICLE XXII
DIRECT DEPOSIT

There will be mandated direct deposit of pay for all current and new employees.

ARTICLE XXIII
VOLUNTARY POLITICAL ACTION FUND DEDUCTION

During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization. When filed with the Employer, the authorization from will be honored in accordance with its terms. The amount deducted and roster of employees using payroll deduction for voluntary political action contributions will be transmitted monthly to the Union by check payable to "I.U.O.E. Local 30 P.A.C. Fund."

ARTICLE XXIV
CREDIT UNION

The Employer agrees to check-off sums of money to the Northeastern Engineers Federal Credit Union as designated by the employee on authorized payroll deduction Credit Union form "Direct Deposit Authorization," which will be supplied by the aforementioned Credit Union. This designated amount shall be forwarded to the Northeast Federal Credit Union, 115-06 Myrtle Avenue, Richmond Hill, NY 11418 on or before the tenth (10th) day of the following month for which monies are deducted.

ARTICLE XXV
MISCELLANEOUS

Section 1

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 2

If any Article or Section of this Agreement 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 3

The Town agrees to reproduce sufficient copies of this contract and to provide a copy to each bargaining unit member.

Section 4

The Town shall promptly furnish the Union with copies of all duly authorized new and revised job descriptions concerning classifications within the bargaining unit.

Section 5

The Town agrees to provide a bulletin board within the new Park Operations Building and permit the Union to utilize it for posting of notices concerning Union business and activities.

Section 6

In accordance with past practice, the Director of Parks may continue to mow and engage in other bargaining unit work, when necessary.

Section 7

In accordance with past practice, bargaining unit members may continue to work on joint projects with the Department of Public Works employees.

Section 8

In accordance with past practice, the Town may use Department of Public Works employees to perform parks and recreation work when all active parks and recreation employees are being utilized.

Section 9

Bargaining unit employees may be called in by the Town for snow, ice or other inclement weather conditions either to fill-in for Department of Public Works employees or when the needs of the Town require the employee's assistance and the employee is available.

Such duties shall be limited to snow, ice or the removal of other debris caused by inclement weather conditions on Town owned or leased property, parking lots and sidewalks, unless the employee, at the request of the Town, agrees to engage in other inclement weather-related work required by the Town.

Additionally, in the event that either the federal government or the Governor or their designee declares a state of emergency, all full-time and active regular, part-time seasonal bargaining unit employees shall be required to report to work.

During the period from November through April, the essential duties and responsibilities of the Parks and Recreation Truck Driver/Maintainer hired after July 1, 2019 shall include the performance of snow, ice and other Department of Public Works inclement weather-related duties (including driving a snowplow on a regular basis) as well as be on call to perform such duties).

Section 10

Parks and Recreation employees shall receive time and one-half (1½) the employee's regular rate of pay for all work performed under Article XXV, Section 9 outside of the employee's regular work hours.

Section 11

When a Parks and Recreation Division employee is involved in snow, ice or other inclement weather condition operations, such employee shall be eligible for the following with respect to such work duties:

- a. When an employee is called in to work outside of their regularly scheduled work hours for snow, ice or other inclement weather condition operations, they shall be paid a minimum of three (3) hours at their applicable overtime rate at the time of the call if the employee reports to work within sixty (60) minutes of the call in; in the event that an employee fails to report within the aforementioned sixty (60) minute time frame, he shall not be eligible for the three (3) hour minimum.

If such call-ins run into their regular workday, the employee shall be paid time and one-half (1½) their regular hourly rate for all hours worked outside of their regularly scheduled hours and shall work their regularly scheduled workday.

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 workday, such call in pay shall not apply; rather, the employee shall receive overtime pay at time and one-half (1½) their regular hourly rate.

- b. An employee who is called in for snow, ice or other inclement weather condition operations, and does work two (2) hours before the commencement of their regular shift or two (2) hours after the end of the employee's regular shift shall be entitled to a meal paid for by the Town. An employee who is requested in advance for snow, ice or other inclement weather condition operations and does work two (2) hours before the commencement of their regular shift or two (2) hours after the end of the employee's regular shift shall be entitled to a meal paid for by the Town as set forth below.

In the event that an employee performs snow or ice removal on weekends or holidays, the employee's entitlement to mealtime shall be based on whether the call in and performance of the work is within two (2) hours before the commencement of the employee's regular shift or two (2) hours after the end of the employee's regular shift.

The Town will make arrangements within the Town (with at least two (2) eating establishments, if possible) for the Parks and Recreation employees to charge their meals to be paid by the Town at the allowances as follows:

Breakfast	\$ 10.00
Lunch	\$ 10.00
Dinner	\$ 14.00

Employees may take mealtime at the times designated by the Town. Mealtime shall be one-half (½) hour.

Section 12

The Town may use outside contractors when: (1) specialized skills or operations are required; (2) the Town does not have the equipment; or (3) employees are not available to perform the work.

Section 13

The Town may continue to contract out services (i.e. – bathroom cleanup at Town parks and facilities) in accordance with current practices.

Section 14

Upon request of the Director of Parks or their designee, employees may be required to become certified in areas relevant to parks and recreation activities. Such areas include, but are not limited to, aerial truck certification by the crew leader.

If an employee is requested to become certified, the Town shall pay of the cost of a workshop for the employee to prepare for such certification and the cost of the certification.

Section 15

Each bargaining unit employee agrees that he shall wear OSHA approved safety shoes and uniforms at all times during working hours. The Town shall provide each bargaining unit employee an annual OSHA approved safety shoe allowance of two hundred twenty-five dollars (\$225.00). The OSHA approved safety shoe 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 shoes on their own time. If in the opinion of the Director of Parks the employee's OSHA approved safety shoes are unsafe, the employee will be required to immediately purchase new OSHA approved safety shoes. 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 shoe allowance.

While working on school grounds, employees are required to wear identification cards provided by the Town that must be visible to the public at all times.

Employees will be required to wear appropriate attire at all times while at work. The Town and the Union agree to meet to decide on the appropriate attire for members of the bargaining unit. Each employee shall be furnished by the Town with the appropriate attire agreed upon by the Town and the Union at a cost not to exceed three hundred twenty-five dollars (\$325.00) annually for full-time employees and two hundred twenty-five dollars (\$225.00) annually for regular part-time employees. Employees shall be reimbursed for the aforementioned sums upon the submission of a receipt for such attire.

Section 16

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 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 for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

Section 17

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.

Section 18

A bargaining unit member may be used to perform snow removal on all sidewalks during their regular work shift. Such snow removal must be completed within twenty-four (24) hours of the time the work is assigned to the bargaining unit member.

Snow removal shall not include snow removal from the Town's library, Town Hall Annex (Horton House) and Town Hall, provided, however, if Town maintenance employees who regularly perform snow removal from the Town's library, Town Hall Annex (Horton House) and Town Hall are unavailable (or require assistance), members of the bargaining unit may perform such work (if assigned to perform the work by the Town).

In the event that the language under Article VIII, Section 2 (overtime) applies to the time that the work is performed, the employee performing the work shall be eligible for overtime.

ARTICLE XXVI
VACANCIES

Section 1

When a vacancy or a new position is created and the Town decides to fill such position, the Town will post the position for a period of fifteen (15) calendar days. Employees and outside applicants who submit written applications within such posting period will be considered for the opening. The Town will provide the Union Business Agent with a copy of the posting at the commencement of the posting period.

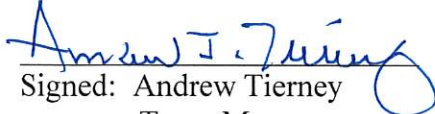
The position will be filled based on the qualifications of the applicants. In the event that the qualifications of two (2) or more applicants are deemed equal by the Town, the bargaining unit member with the greatest seniority will be chosen to fill the position over outside applicants and/or less senior bargaining unit member(s). The probationary period set forth under Article VII shall apply to the vacant and/or newly created position.


ARTICLE XXVII
DURATION

This Agreement shall become effective as of the first day of July 1, 2024 to June 30, 2027 at which time either party may serve written notice one hundred and twenty (120) days previous of their desire to negotiate a new Agreement. Should neither party give such one hundred and twenty (120) day notice, this Agreement shall remain in full force and effect until such notice is given for one hundred and twenty (120) days thereafter.


TOWN OF HEBRON


HEBRON PARKS AND RECREATION
DEPARTMENT (PARKS DIVISION),
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 30


Signed: Andrew Tierney
Town Manager


William Lynn, Business Manager


Robert Moccio, President


Kevin Cruse, Treasurer


Steve Broderick, Business Representative

Appendix A

	<u>July 1, 2024</u>	<u>July 1, 2025</u>	<u>July 1, 2026</u>
	2.0%	2.0%	2.0%
PT/FT Maintainer III	\$35.50	\$36.22	\$36.94
Truck Driver/Maintainer	\$27.74	\$28.30	\$28.86
Truck Driver/Maintainer (If CDL required, at Town's Discretion)	\$27.87	\$28.42	\$28.99
FT/PT Maintainer II	\$24.68	\$25.18	\$25.68
FT/PT Maintainer II (If CDL required, at Town's Discretion)	\$24.85	\$25.34	\$25.85
FT/PT Maintainer I	\$21.37	\$21.80	\$22.23

All bargaining unit employees must maintain a pesticide commercial operators' certificate.

Employees who work in a higher wage classification shall, after fifteen (15) consecutive workdays in such position, receive a wage rate that is five percent (5%) higher than their regular wage rate retroactive to the first day that he worked in the higher wage classification.