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**CONTRACT BETWEEN**

**TOWN OF HEBRON**

**and**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 30  
HEBRON TOWN DEPARTMENT OF PUBLIC WORKS**

**JULY 1, 2025 - JUNE 30, 2028**

## TABLE OF CONTENTS

		<u>Page(s)</u>
Article I	Recognition	1
Article II	Union Membership	1
Article III	Checkoff	1-2
Article IV	Management Rights	2-3
Article V	Hours of Work and Overtime	3-7
Article VI	Grievance Procedure	7-8
Article VII	Probationary Period	8-9
Article VIII	Seniority and Layoffs	9-10
Article IX	Disciplinary Procedure	11
Article X	Safety and Health	11-13
Article XI	Wages	13-14
Article XII	Insurance	14-18
Article XIII	Pension	18-19
Article XIV	Holidays	19-20
Article XV	Vacation	20-22
Article XVI	Sick Leave	22-24
Article XVII	Personal Leave	24-25
Article XVIII	Funeral Leave	25
Article XIX	Other Leave	25-26
Article XX	Union Meetings and Union Steward	26-27
Article XXI	Existing Rules and Practices	27-29
Article XXII	Duration	29-30
Schedule A		31

**ARTICLE I**  
**RECOGNITION**

**Section 1.0**

The Town 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 as specified in Connecticut Department of Labor Board of Labor Relations decision and certification Case No. ME-35562 (decision no. 5368).

**ARTICLE II**  
**UNION MEMBERSHIP**

**Section 2.0**

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 2.1**

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 2.2**

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 3.0**

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 3.1**

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 period, 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 3.2**

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 3.3**

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

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

**Section 4.0**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and 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 4.1**

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

**ARTICLE V**  
**HOURS OF WORK AND OVERTIME**

**Section 5.0**

- a. The regular workday 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. Except as set forth below, 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)**

**Winter (Eastern Standard Time)**

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

Upon the separation of employment of the transfer station operator employed by the Town as of June 30, 2025, the hours for the transfer station operator shall thirty-eight (38) hours during the summer schedule and thirty-six (36) hours during the winter schedule in accordance with the following:

<u>Summer (Daylight Saving Time)</u>		<u>Winter (Eastern Standard Time)</u>	
Tues/Thurs.	7:30 to 6:30 p.m. (22 hours)	7:00 to 4:30 p.m.	(19 hours)
Saturday	7:30 to 4:30 p.m. (9 hours)	7:00 to 4:30 p.m.	(9.5 hours)
Sunday	7:30 to 2:30 p.m. (7 hours)	7:00 to 2:30 p.m.	(7.5 hours)

Under either schedule, the hours of work for the transfer station operator may be changed by agreement of the Director of Public Works and the transfer station operator.

- c. Employees will be granted breaks of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon.

**Section 5.1**

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 for employees regularly assigned to the transfer station). If an employee who is not regularly assigned to the transfer station is called in with less than twenty-four (24) hours' notice to work at the transfer station, they shall receive double (2x) time. If more notice is provided, they shall receive time and one-half (1½).
- 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 5.2**

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

### **Section 5.3**

- a. When an employee is called in to work outside of their regularly scheduled work hours, they 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 a reasonable period of time. 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 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) their regular hourly rate from the end of their shift through the end of the assignment.

- b. An employee who is called in 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 meal allowance(s) as set forth below if the employee is required to work at specific mealtimes (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 their 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 V, Section 5.3., 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 mealtime at the times designated by the Director of Public Works or their designee.

~~Mealtime shall be one-half (1/2) hour.~~

**Section 5.4**

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 5.5**

There is no standby requirement for Public Works employees, however, employees are required to let the Supervisor know where they can be reached during the winter months. If an employee is contacted by their 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 5.6**

Overtime shall be distributed equitably among bargaining unit employees.

The overtime list will run from July 1<sup>st</sup> to June 30<sup>th</sup> on an annual basis. A new employee who begins work after July 1<sup>st</sup> 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 their start date.

On July 1<sup>st</sup> 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 their 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 their 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 5.7**

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 VI**  
**GRIEVANCE PROCEDURE**

**Section 6.0**

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 6.1**

Except for the initial filing of the grievance, the time limits provided for in Section 6.2 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 6.2**

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 to the Director of Public Works 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 Public Works 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 the Director of Public Works. The Director of Public Works 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 Public Works 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 the Town Manager.

**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) 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) 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) 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) 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 6.3**

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

### **Section 6.4**

The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 6.2 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 6.5**

Should either party fail to appeal to the next step within the time period specified (except as set forth in Section 6.1) said failure shall be considered acceptance of the decision rendered.

## **ARTICLE VII PROBATIONARY PERIOD**

### **Section 7.0**

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. Within thirty (30) calendar days prior to the end of the

one hundred twenty (120) working days period, the Town will inform the Union, in writing, of its' desire to extend a new full-time employee's probationary period. 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. 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 the new employee 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 their previous classification if the Town deems the employee unfit for such appointment. The employee shall have no right to grieve or arbitrate the reduction.

## **ARTICLE VIII** **SENIORITY AND LAYOFFS**

### **Section 8.0**

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 8.1**

Layoffs within classification shall take effect as follows:

- a. Temporary employees;
- b. Probationary employees;
- c. Layoffs shall be in inverse order of seniority.
- d. 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.
- e. An employee scheduled to be laid off shall be given at least thirty (30) days' notice with a copy to the Union Business Representative.

### **Section 8.2**

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 five (5) working days after receipt of such notification. Failure to respond within the five (5) working day period shall be cause for removal from the recall list and a loss of all seniority rights.

### **Section 8.3**

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 the 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 8.4**

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

### **Section 8.5**

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 8.6**

- 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 their 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 8.7**

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 1<sup>st</sup> of each year.

**ARTICLE IX**  
**DISCIPLINARY PROCEDURE**

**Section 9.0**

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 their 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. Verbal warnings shall not be subject to arbitration under the grievance and arbitration process.

g. All verbal and written warnings will be sealed and not used in any disciplinary proceedings after eighteen (18) months from the date of the specific incident, provided no additional infractions have occurred since the date of the specific incident.

**ARTICLE X**  
**SAFETY AND HEALTH**

**Section 10.0**

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 Public Works or their designee. If the safety concern is not resolved by the Director of Public Works or their designee, the unresolved issue will be presented to the Health and Safety Committee by a Union representative.~~

### **Section 10.1**

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 10.2**

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 10.3**

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 10.4**

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 their 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 10.5**

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). Effective July 1, 2025, the allowance shall be two hundred twenty-five dollars (\$225.00).

The OSHA approved safety boot allowance will be paid in the first pay period after July 1<sup>st</sup> annually. Each employee shall be responsible for the purchase of such OSHA approved safety boots on their 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.

**ARTICLE XI**  
**WAGES**

**Section 11.0**

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 11.1**

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

**Section 11.2**

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

**Section 11.3**

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 11.4**

No employee shall repeatedly or for an extended period be detailed or required by their superiors to perform duties of a higher level of skill or responsibility than those included in the description of their 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 their 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**  
**INSURANCE**

**Section 12.0**

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 who are currently enrolled in the PPO Plan:**

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”):**

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, 2025 to June 30, 2026), 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, 2026 to June 30, 2027), 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, 2027 to June 30, 2028), 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 1<sup>st</sup> annually (fifty percent (50%) of the Town’s contribution toward the deductible)

and on or about January 1<sup>st</sup> annually (the remaining fifty percent (50%) of the Town's contribution toward the deductible).

An employee shall receive a prorated contribution toward their 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 30<sup>th</sup> 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, 2025:	22%
Effective July 1, 2026:	23%
Effective July 1, 2027:	24%

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, 2025:	16%
Effective July 1, 2026:	17%
Effective July 1, 2027:	18%

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

Effective July 1, 2025:	18%
Effective July 1, 2026:	19%
Effective July 1, 2027:	20%

On an annual basis, in the event that the employee and their family members on the Town health insurance plan completes a health risk assessment and biometric screening, their 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 their spouse and dependents complete a health risk assessment and biometric screening during a contract year, the employee will receive a one percent (1%) reduction in their premium share contribution for the subsequent contract year.

On July 1<sup>st</sup> 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, 2025:	21%
Effective July 1, 2026:	22%
Effective July 1, 2027:	23%

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 12.1**

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, December 1<sup>st</sup> and June 1<sup>st</sup> 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 group medical coverage should be aware a subsequent election to take the insurance coverage may subject them and/or their dependents to certain requirements and/or restrictions may include, but not limited to: ~~carrier declining to provide any coverage to the employee and/or their 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 12.2**

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.

## **ARTICLE XIII PENSION**

### **Section 13.0**

#### **Pension**

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 13.2**

#### **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.

**ARTICLE XIV**  
**HOLIDAYS**

**Section 14.0**

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, Section 1-4.

- |                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Labor Day              |
| Martin Luther King's Birthday | Columbus Day           |
| Presidents' Day               | Veterans Day           |
| Good Friday                   | Thanksgiving Day       |
| Memorial Day                  | Day after Thanksgiving |
| Independence Day              | Christmas              |
| Floating Day*                 | Day after Christmas    |

\*(to be decided by each employee on January 1<sup>st</sup> 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 14.1**

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 14.2**

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 14.3**

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

**Section 14.4**

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 14.5**

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) their regular rate of pay.

**ARTICLE XV**  
**VACATIONS**

**Section 15.0**

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 1<sup>st</sup> of each calendar year. In the event that an employee leaves employment with the Town after July 1<sup>st</sup> of any contract year, their vacation pay shall be pro-rated for purposes of Article XV, Section 15.6 for such contract year.

#### **Section 15.1**

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 15.2**

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) weeks carry over.

#### **Section 15.3**

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

#### **Section 15.4**

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, their part-time years of service as a Town employee will be counted in the computation of their vacation leave.

#### **Section 15.5**

In the event of illness during an 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 15.6**

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 they notify their department head of such resignation at least fifteen (15) calendar days in advance of their 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. Vacation leave shall not further accrue during the period of such terminal leave.

**Section 15.7**

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

**Section 15.8**

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 1<sup>st</sup> to April 1<sup>st</sup> 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 15.9**

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 XVI**  
**SICK LEAVE**

**Section 16.0**

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 Public Works will be notified one (1) week in advance of such appointment.

## **Section 16.1**

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 ½ 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 (1¼) 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 are 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 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 their 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 their 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 16.2**

Except as set forth below, if an employee hired prior to July 1, 2011 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.

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 16.3**

Upon the death of an employee, their spouse or estate shall receive payment for any accumulated sick leave as provided in Section 16.2. The spouse shall have the option of determining where this payment will go unless explicit instructions were made, in advance, by the employee.

**Section 16.4**

Employees must contact the supervisor within fifteen (15) minutes of the beginning of the workday to notify them 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 16.5**

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

**ARTICLE XVII**  
**PERSONAL LEAVE**

**Section 17.0**

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 30<sup>th</sup>. Effective on July 1<sup>st</sup>, 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 a required attendance at a house closing.

Personal leave may be taken in not less than one (1) hour increments scheduled at either the beginning or end of an employee's workday.

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 XVIII**  
**FUNERAL LEAVE**

**Section 18.0**

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: spouse, child, father, mother, grandfather, grandmother, grandchild, sister, brother, stepbrother, stepsister, stepparent, 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 XIX**  
**OTHER LEAVE**

**Section 19.0**

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, their Town salary shall be reduced by the amount for the duration of the leave.

## **ARTICLE XX**

### **UNION MEETINGS AND UNION STEWARD**

#### **Section 20.0**

During the life of this Agreement, Union Representatives may enter onto the Town's property for purposes of meeting with employees during the workday to investigate and discuss grievances, workplace related complaints and other workplace and or contractual issues. Additionally, Union representatives may conduct worksite meetings on the Town premises before and after the workday, during meal periods and during paid and unpaid breaks, 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 20.1**

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 20.2**

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 20.3**

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 VI) of this Agreement.

#### **Section 20.4**

The steward will be limited to the handling of grievances, 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. 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.

**Section 20.5**

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 changes within forty-eight (48) hours after they occur. The Union shall give the Employer written notice of the name of the steward upon signing of the Agreement.

**ARTICLE XXI**  
**EXISTING RULES AND PRACTICES**

**Section 21.0**

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 21.1**

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

**Section 21.2**

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

**Section 21.3**

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 21.4**

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 21.5**

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 21.6**

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 21.7**

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 21.8**

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 21.9**

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 XXI of this Agreement.

**Section 21.10**

- 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 21.11**

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 21.12**

In the event that either the federal government or the Governor or their designee declares a state of emergency, all full-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 XXII  
DURATION**

**Section 22.0**

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 22.1**

This Agreement shall be in full force and effect from July 1, 2025 to June 30, 2028 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 21 day of December, 2025.

**Town of Hebron**

**International Union of Operating Engineers,  
Local 30, Hebron Town Department of  
Public Works**

Andrew Tierney  
Signed: Andrew Tierney  
Town Manager

[Signature]  
Business Manager

[Signature]  
President

[Signature]  
Treasurer

[Signature]  
Business Representative

**SCHEDULE A**  
**WAGES**

**Hourly Rates**

<b><u>Position</u></b>	<b>7/1/25 – 6/30/26</b>	<b>7/1/26 – 6/30/27</b>	<b>7/1/27 – 6/30/28</b>
	<b>4%</b>	<b>3.25%</b>	<b>3.25%</b>
Transfer Station Operator*	\$26.53	\$27.39	\$28.28
Truck Driver/Maintainer	\$29.73	\$30.70	\$31.70
Mechanic 2	\$33.33	\$34.42	\$35.53
Equipment Operator/C. Leader	\$33.47	\$34.55	\$35.68
Mechanic	\$37.09	\$38.29	\$39.54
Foreman	\$37.35	\$38.56	\$39.81

\*The Transfer Station Operator wage rate shall not apply to Gordon Rathbun. However, it shall apply to any other current or future employee hired for the position. In lieu of the Transfer Station Operator wage rate above, Gordon Rathbun shall receive a wage rate of \$27.50 in year 1 of the contract (July 1, 2025 through June 30, 2026), \$28.39 in year 2 of the contract (July 1, 2026 through June 30, 2027), and \$29.31 in year 3 of the contract (July 1, 2027 through June 30, 2028.). If Mr. Rathbun continues to work for the Town as the Transfer Station Operator after June 30, 2028, Mr. Rathbun's wage rate for successor contract negotiations shall be based on the \$29.31 per hour wage rate.