

**AGREEMENT**

**Between**

**TOWN OF NEWTOWN**

**and**

**NEWTOWN PARKS & RECREATION DEPARTMENT  
TEAMSTERS UNION LOCAL 145**

**July 1<sup>st</sup> 2014 – June 30<sup>th</sup>, 2017**

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**PREAMBLE**

This Agreement is made and entered into by and between the TOWN OF NEWTOWN, CONNECTICUT (hereinafter referred to as the Town) and TEAMSTERS UNION LOCAL 145 (hereinafter referred to as the Union).

**ARTICLE 1**  
**RECOGNITION**

**Section 1.01** The Town recognizes the Union as the sole and exclusive representative for the purpose of Collective Bargaining with respect to wages, hours, and other conditions of employment for all employees in the Park Department, excluding all supervisory employees within the meaning of Section 7-471 of the General Statutes, and excluding part-time employees who work less than twenty (20) hours per week, seasonal employees, and temporary employees whose work period does not exceed one hundred forty (140) paid days.

**ARTICLE 2**  
**EMPLOYEES TO RECEIVE COPIES OF CONTRACT**

**Section 2.01** The Town shall give each present employee and each new employee, within thirty (30) days after he/she starts, a copy of this contract.

**ARTICLE 3**  
**PROBATIONARY PERIOD**

**Section 3.01** All new employees shall be subject to a probationary period of six-months and may be subject to a ninety (90) day extension of said probationary period, at the discretion of the First Selectman. A newly hired probationary employee may be released by the Town without cause, without hearing and without recourse by the Union. Any employee promoted for a probationary period of thirty (30) days (with one (1) extension of thirty (30) days allowed) found to be unsatisfactory during such period shall be reinstated to his previous position or equivalent without loss of seniority, grade, or pay of his previous position. An employee who has satisfactorily completed his probationary period shall be entitled to the full rights and protection of this Agreement.

**Section 3.02** A newly hired probationary employee shall be entitled to Union representation during his probationary period except that actions taken with respect to discipline and discharge shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure.

**Section 3.03** Bargaining unit employees, will not be asked to evaluate probationary employees.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**Section 4.01** The Union recognizes that the rights of the Town include but are not limited to the following: the right to manage its operations, to direct and control the work force, including the right to appoint, promote, allocate, assign, and transfer personnel, determine the standards of selection for employment, relieve its employees from duty because of lack of work or for other legitimate reasons, to establish work rules and regulations, to utilize fully its work force and equipment, to maintain discipline and operational efficiency, to discipline and discharge employees for just cause, and to determine the means, methods, processes, materials, procedures, and schedules of operation, and the personnel by which said operations are to be conducted, and all other rights possessed by the Town prior to the effective date of the first Agreement between the parties hereto, except as expressly limited or restricted by the specific terms of this Agreement.

**ARTICLE 5**  
**HOURS OF WORK**

**Section 5.01** The normal work week for Park Department employees shall be Monday through Friday, five (5) days per week, forty (40) hours per week. Normal shifts shall be from 7:00 a.m. to 3:30 p.m. from Labor Day to April 30 of each year and 6:00 a.m. to 2:30 p.m. from May 1 to Labor Day of each year. Employees shall have one paid fifteen (15) minute break in the morning and fifteen (15) minutes of paid wash-up time at the end of the workday. There shall be a one half (1/2) hour unpaid lunch period.

**Section 5.02** Work assignments beyond the employees' normally scheduled workday or work week, except in an emergency situation, shall be made with as much advance notice as practical. When called back for a work assignment beyond the employees normally scheduled work day or work shift, the employee shall receive a minimum of two (2) hours pay at the approved rate.

**Section 5.03** All employees covered by this contract, hired after 2/13/11, are considered essential employees during town emergencies, as determined by the Town or State. These essential employees are required to respond to the Town directive to work under the direction of the Public Works Department. Essential employees will be subject to all operating policies and procedures ordered by the Public Works Director or designee.

**ARTICLE 6**  
**UNION SECURITY**

**Section 6.01** Each employee who has become a Union member prior to the effective date of this Agreement shall as a condition of employment, maintain his membership in the Union by paying the Initiation Fees and periodic membership dues or in lieu of Union membership, shall pay service fees equivalent to the amount uniformly required of all Union members to underwrite the cost of the collective bargaining, contract administration, and grievance adjustment. Each employee hired after the effective date of this Agreement shall, as a condition of employment, after the completion of his/her probationary period, become a member of the union and maintain his membership in the Union by paying the Initiation Fees

and periodic membership dues or service fees, uniformly required of all Union members or in lieu of Union membership, shall pay service fees equivalent to the amount uniformly required of all Union members to underwrite the cost of collective bargaining, contract administration, and grievance adjustment.

**Section 6.02** Each month, the Employer agrees to deduct monthly Union Dues, in the amount certified by Teamsters Local 145, or service fees, as the case may be, from each member of the Bargaining, Unit who is on the payroll and has signed a payroll deduction authorization card. All dues and service fees so collected, together with a report showing the name of each employee and the amount deducted, shall be remitted each month to the person and place designated by an officer of Teamsters Local 145.

**Section 6.03** The Union agrees that it will save the Town harmless and indemnify it from any claim for damages, cost, expense, action or proceeding, judgments and attorney fees incurred by the Town by reason of or in connection with the Town carrying out the provisions of this Agreement concerning the assignment of wages for such dues as herein before mentioned, or by virtue of any action or non-action taken by the Town in compliance with the terms of this Article VI.

**Article 7**  
**Promotions**

**Section 7.01** For the purpose of promotions, promotional openings shall be posted for a period of five (5) working days. Promotions shall be made on the basis of ability, qualifications, and attendance record (limited to the most recent five (5) years). If two (2) candidates competing for a promotional opening are reasonably equal, the candidate with the most seniority shall be awarded the position.

**ARTICLE 8**  
**SENIORITY**

**Section 8.01** Seniority, according to this Agreement, shall consist of the total continuous paid service of the employee with the Town as a regular, full time employee.

An employee's continuity of seniority shall be broken upon any of the following conditions:

- (1) Resignation.
- (2) Discharge for cause.
- (3) Retirement.
- (4) Death.
- (5) Reduction in force due to elimination of position, ~~reduction in force~~ or for other legitimate reason, i.e. layoff.
- (6) Authorized leave of absence or temporary layoff for a period in excess of twelve (12) months.
- (7) Failure of an employee on layoff to return to work upon recall within three (3) days of receiving notice of return to work. It is the

obligation of the employee to leave his/her last known address on record with the Town's Human Resources Department.

**Section 8.01** In the event an employee is rehired into the bargaining unit within one (1) year of having been laid off the employee's former seniority shall be reinstated, except that no credit shall be given for the period of non-employment.

**Section 8.02** The purpose of seniority is to provide a declared policy of right or preference as to layoff, transfers, and vacations. The Seniority List shall be brought up to date upon a request from the President of the Union at reasonable intervals and shall be posted in a conspicuous place.

**Section 8.03** Seniority, after ninety (90) days or any extension of the probationary period, will be retroactive to the date of hire.

## **ARTICLE 9** **LAYOFFS AND DISMISSALS**

**Section 9.01** When it becomes necessary to reduce the force, layoff will be made in inverse order of hiring and recall shall be by seniority. However, an employee shall only be able to bump laterally or to a lower rated job classification, provided he can perform the work without training.

**Section 9.02** In the event of a layoff for lack of work is pending or proposed, the Town will notify the Union as soon as practical, but in no event not less than forty eight (48) hours. No employee shall be laid off without two (2) weeks notice unless such notice is not practical.

**Section 9.03** No part time, temporary, or seasonal employees shall be employed while employees of the unit are on layoff status.

**Section 9.04** No permanent employee shall be subject to disciplinary action, discharge, or a suspension except for just cause. If any employee is so disciplined and in his judgment this action is taken without just cause, he may file and process his/her grievance through the Grievance and Arbitration procedure in this Agreement, and shall have the right to be represented by the Union; provided, however, that notwithstanding the foregoing, only the Union may appeal a grievance to arbitration and only the Union, not the employee, is recognized as the grievant/party to the arbitration. He shall be provided a copy of all charges and statements as soon as possible, of any adverse action as above.

**Section 9.05** All disciplinary action shall be applied in a fair manner. Disciplinary action shall include:

- (a) Verbal warning or reprimand,
- (b) Written warning or reprimand,
- (c) Suspension without pay,
- (d) Demotion, and

(e) Discharge.

The parties recognize that the type of disciplinary action taken shall be appropriate to the employee's infraction.

**Section 9.06.** All disciplinary action may be appealed through the established grievance procedure.

**Section 9.07** The Town shall, within 24 hours, notify the Union, in writing, of any suspension or discharge, except suspension or discharge of a probationary employee, with a copy given to the employee.

## **ARTICLE 10** **GRIEVANCE AND ARBITRATION**

A grievance is defined as a complaint alleging a violation of, or concerning interpretation and/or application of any of the specific terms of this Agreement.

Grievances will be processed in the following manner:

**Section 10.01** The employee or the Union having a grievance or complaint must take up the grievance or complaint with the employees immediate supervisor in writing within ten (10) work days of the occurrence giving rise to the grievance or within ten (10) work days of the date the employee could have known of such occurrence. The immediate supervisor shall give his/her answer, in writing within ten (10) work days after receipt of the grievance.

**Section 10.02** If the Union is not satisfied with the decision, they may, within ten (10) work days of receipt of the Supervisors answer submit it to the Director of Parks and Recreation, who shall render his/her decision, in writing, within ten (10) work days of his receipt of the grievance.

**Section 10.03** If the Union is not satisfied with the Second Step answer, they may appeal that decision to the First Selectman or his/her designated representative, in writing, within ten (10) work days of receipt of the answer to the Second Step. The First Selectman or his designated representative shall render his/her decision in writing within fifteen (15) work days after receipt of the appeal.

**Section 10.04** If the decision of the First Selectman is not acceptable to the Union, the Union may appeal to the State Board of Mediation and Arbitration within thirty (30) days of the First Selectman's decision. The decision of the arbitrator shall be final and binding on both parties of this Agreement. If not submitted for arbitration, the Selectman's decision is final and binding. The arbitration shall be confined in the decision to be rendered to the interpretation and/or the application of particular provisions of the Agreement and the facts which gave rise to the grievance or grievances. The arbitrator shall have no power to add to or to subtract from or to modify this Agreement. Only the Union may appeal a grievance to the State Board of Mediation and Arbitration. The Union, not the employee, is recognized as the grievant/party to the arbitration.

**Section 10.05** The cost of arbitration shall be borne equally by the Employer and the Union.

**Section 10.06** In all cases, unless the parties agree otherwise, mediation shall be used before the matter is decided by an arbitrator.

## **ARTICLE 11** **WORKING RULES AND DIRECTIVES**

**Section 11.01** The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner,

**Section 11.02** Written working rules and written directives of the Town affecting the working conditions of the employees of the Park Department shall be posted, with copies provided to the Union President.

**Section 11.03** Non-bargaining unit employees may be used by the Town to supplement the work force. However, such employees shall not be hired by the Town for the purpose of avoiding hiring full time employees. Non-bargaining unit employees will not be offered overtime before regular employees.

## **ARTICLE 12** **OVERTIME**

**Section 12.01** Time and one half (1 - 1/2) the employee's regular hourly rate of pay shall be paid in the following instances:

- (a) All paid time in excess of forty (40) hours per week or time in excess of eight (8) hours in any one day.
- (b) There shall be no pyramiding of overtime.
- (c) When "ordered-in" on Saturday or Sunday.

All hours performed on the holidays hereinafter specified in this Agreement shall be paid at the rate of double time in addition to the regular holiday pay of eight (8) hours.

### **Section 12.02**

- (a). Overtime work shall be divided equally, as far as practicable by rotation on a seniority basis, subject to the employees ability and clarification to perform the required work. The employee who has been offered the least amount of overtime shall be ordered in first. During the 39 week "on-call" period, the on call staff shall be considered the first responder for all overtime needs. Outside of the 39 week "on-call" period the employee who has been offered the least amount of overtime shall be ordered in first.

- (b) When overtime is required outside the employee's normal shift, the Town shall attempt to notify the employee at the last telephone number supplied to the Town. In the event there is no answer to a telephone call the employee will be charged a turn on the rotation list. Employees who are mistakenly missed for overtime will be given priority on the rotation schedule for the next scheduled overtime assignment for which they are qualified.
- (c) Employees who fail to fulfill the obligation of a scheduled overtime shift or fail to notify the supervisory personnel 48 hours in advance of absence of such shift may be subject to disciplinary action.

**Section 12.03** Whenever practical regular full time employees shall have first preference for all overtime work before part time, temporary, or seasonal employees are used.

**Section 12.04** Any employee with a Class B, CDL license who has received snow plow training by the Public Works Department may perform back up snow plow assignments as assigned by the Director of Public Works or his/her designee. The Director of Public Works shall maintain a back up snow plow list for any employee and offer assignments in accordance with section 11.02(b). The decision of the Public Works Director to utilize or not utilize employees for back up snow plow assignments is not subject to the grievance procedure,

**Section 12.05** Any work performed pursuant to Section 11.04 will be paid at the prevailing Truck Driver rate for employees of the Public Works Department. This rate will only be paid for snowplow assignments requiring a CDL.

**Section 12.06** Any employee performing work which requires a CDL is subject to drug testing in accordance with federal law and Town Policy and Procedures.

**Section 12.07**      **On-call Duty.**

- (a) The On-call employee shall be chosen by seniority in rotation. A list of the month's designated On-call employees shall be posted no later than the 15<sup>th</sup> of the preceding month. Should an employee be unable to accept the On-call status, he shall forfeit such opportunity and go to the bottom of the rotation list. The "on-call" duration shall begin 39 weeks prior to the week containing the first Friday of December.
- (b) Employees who are in On-call standby status for the week will receive a \$100 stipend for the week. When actually called for duty, On-call employees will be paid at the overtime rate for their normal classification with a minimum of two (2) hours pay. All new employees and promoted employees may be required to serve in the rotation for On-call duty when management deems it appropriate.
- (c) It shall be the On-call employee's responsibility to notify the Assistant Director of Parks or his/her designee and the Communication Center when the designated On-call employee is being substituted for by another member

of the bargaining unit. It shall be the sole responsibility of the On-call employee to obtain any substitution in the event that the On-call employee is unable to respond.

- (d) If the On-call employee calls in sick for the day, he/she must get a replacement for that day and follow the notification procedure as stated above. Employees on any leave will not be eligible to be called-in and will be considered unavailable.
- (e) It shall be the Town's responsibility to notify the Communications Center of the monthly On-call employee. All requests for on-call shall be made through the Newtown Communications Center. If an employee receives a request from anyone other than a Newtown Telecommunicator that employee must redirect the call to the Communications Center in order to establish proper documentation of the call. A pager and/or other communication device shall be provided as a primary means of notification. Providing additional numbers authorizes the Town to utilize those numbers as a secondary means of contact. Authorization to use the number provided shall be granted without reservation or anticipation of reimbursement of any charges from said use.
- (f) The on-call person is responsible to respond immediately to the situation that exists and will be notified as soon as practical/possible of his/her assignment. If a message is left on a cell phone or answering machine the on-call person shall return the call to the Communications Center within sixty minutes. Failure to respond to the on-call message within the sixty minute period may result in that assignment being granted to the next overtime position. The on-call person shall be utilized as "replacement" personnel when a scheduled overtime employee cannot fulfill the obligation during the 39 week on-call period.
- (g) Should an employee fail to respond to a call under this provision 11.07 a-f, he/she may be subject to progressive disciplinary action.

**Section 12.08**

An Employee on a sick day or are on any form of workers compensation including light duty will not be eligible for scheduled overtime for that day unless approved by management.

**ARTICLE 13**  
**HOLIDAYS**

**Section 13. 01**  
Bargaining Unit:

The Town shall provide the following paid holidays for all employees of the

- |                       |                        |
|-----------------------|------------------------|
| New Year's Day        | Veterans Day           |
| Washington's Birthday | Thanksgiving Day       |
| Good Friday           | Day after Thanksgiving |
| Memorial Day          | Christmas Day          |
| Independence Day      | Martin Luther King Day |

Labor Day  
Columbus Day

Half Day Christmas Eve  
Half Day New Years Eve

Holidays shall be observed as officially designated. When the officially designated holiday falls on a Saturday, it shall be observed on the proceeding Friday, When the officially designated holiday falls on a Sunday, it shall be observed on the following Monday.

**Section 13.02** Employees who are off duty on any of the approved holidays above by reason of sick leave pursuant to Section 15.01A shall not be charged for a sick day but will be paid for the holiday. Employees who are on vacation shall not be charged that vacation day but will be paid for the holiday.

**Section 13.03** If any employee is called in to work on any of the above holidays he/she shall be paid double time their hourly rate for all hours worked, in addition to any regular holiday pay.

## **ARTICLE 14** **VACATIONS**

### **Section 14.01**

(a) Full-time employees shall be entitled to the vacation benefits as follows:

1. Employees with one (1) year of continuous service, but less than five (5) years of continuous service as of December 31st of any year, will receive ten (10) days of paid vacation leave on January 1, in that calendar year.
2. Employees with five (5) years of continuous service, but less than twelve (12) of continuous service as of December 31st of any year, will receive fifteen (15) days of paid vacation leave on January 1 in that calendar year.
3. Employees with twelve (12) or more but less than 21 years of continuous service as of December 31st of any year, will receive twenty (20) days of paid vacation leave on January 1, in that calendar year.
4. Employees with twenty one (21) years of continuous service as of December 31 of any year will receive twenty one (21) days of paid vacation on January 1st of that calendar year plus an additional one (1) day per year of continuous service over twenty-one (21) to a maximum total of twenty-five (25) days of paid vacation leave.

(b) Part time employees shall be entitled to vacation with pay as follows:

1. Employees with one (1) year of continuous service, but less than three (3) years of continuous service as of December 31st of any year, will receive two (2) days of paid vacation leave in that calendar year.

2. Employees with three (3) years of continuous service as of December 31st of any year, will receive five (5) days of paid vacation leave in that calendar year and thereafter.

**Section 14.02** The vacation schedule for the calendar year shall be posted on the shop bulletin board by the Department Head on or before the first (1st) day of March of each year. Employees may schedule their vacation at any time other than April 1<sup>st</sup> through and including May 31<sup>st</sup> and August 15<sup>th</sup> through and including September 30<sup>th</sup>. Upon the request of an employee, an exception may be granted by the Department Head, solely at his/her discretion, for up to one (1) week based on seniority.

**Section 14.03** Employees shall select their vacation for up to two (2) consecutive weeks by seniority. Employees entitled to more than two (2) weeks of vacation shall schedule their remaining vacation weeks by seniority after all employees have had an opportunity to schedule their first two (2) weeks of vacation. Exception to this procedure may be granted by the Department Head at the request of the Union. An employee with more than two (2) weeks of vacation may take the excess above two (2) weeks outside of the normal vacation period with the advance approval of the Director of Parks and Recreation and provided the employee states his intentions by no later than March 1.

**Section 14.04.** No more than a total of two employees shall be on vacation at any one time.

**Section 14.05** Employees may be allowed to carry over a maximum of five (5) vacation days from one (1) vacation year to the next with the permission of the First Selectman or his designee. All requests for carry over must be submitted to the First Selectman or designee no later than December 15th. Carryover vacation time must be used by June 1st the following year and permission to use the carry over days shall not be unreasonably denied. There shall be no payment in lieu of vacation days which have been carried over. Employees shall receive full payment for any unused vacation time if they are terminated, laid off, quit, or retire.

Vacation time eligible for carry-over to the next calendar year will be decreased on a one-for-one basis for each unpaid day taken during the calendar year in which the vacation time was earned.

**Section 14.06** In order to schedule work properly, requests for one or more vacation days must be submitted three (3) days in advance for approval. The supervisor may authorize a request of less than three days for an emergency situation which shall be considered on a case by case basis.

## **ARTICLE 15** **PERSONAL LEAVE**

**Section 15.01** Each employee may be granted three (3) personal leave days by his/her department head in each calendar year for emergencies and other extremely important personal situations which cannot be reasonably anticipated and for occasions which cannot be taken care of during non-working hours. Personal leave may not be carried over or accumulated.

**Section 15.02** Funeral Leave: Any employee may be granted up to three (3) consecutive days for death in the immediate family. The employee shall receive pay for any of the three (3) consecutive days only to the extent the employee was other-wise scheduled to work on any of the three (3) days. For the purpose of computing consecutive time off, holidays and weekends shall be included. Immediate family means parents, spouse, child, brothers, sisters, grandchild, stepchild, parents-in-law, brothers-in-law, and sisters-in-law. One (1) day leave shall be granted for the death of a son or daughter-in-law, aunt, uncle, grandparents, and any other relative living in the domicile of the employee.

**Section 15.03** Employees may be eligible for unpaid leave in accordance with the Federal Family and Medical Leave Act of 1993 and/or the State of Connecticut Family and Medical Leave Act.

**Section 15.04** Notwithstanding any provision of this Agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act, 42 USC 2101, et seq. (ADA). Upon request, the Employer will meet and discuss specific concerns identified by the Union, however, this shall not delay any actions taken to comply with the ADA.

**ARTICLE 16**  
**SICK LEAVE**

**Section 16.01** Income Protection Plan: The parties agree that, as a condition of employment, all employees are expected to report to work on their regularly scheduled shifts except as specifically provided otherwise in this Agreement. It is recognized, however, that on occasions employees will be rendered physically unable to perform assigned work due to non-job related accidents or debilitating illness. The paid sick days provided by this Section are for purposes of any illness or other than job related sickness or injury covered by Worker's Compensation and shall not be considered as personal days off. In the event the First Selectman has reasonable cause to believe that an employee is abusing sick leave by taking sick days for purposes other than personal illness or in the event an employee is absent for more than three (3) consecutive work days, the First Selectman may require substantiation of the employee's illness from a recognized medical authority.

- a) Sick leave.
  - (1) Sick leave shall mean any absence for non-job related illness or injury of five (5) or less consecutive work days.
  - (2) For employees with more than six (6) months of continuous service, sick days of absence due to non-job related illness or injury of the employee shall be paid up to an accumulated total of ten (10) days of paid absence in any calendar year.
  - (3) Employees with less than six (6) months of continuous service shall be paid up to two (2) days of paid absence in the first six (6) months of employment.

(b) Disability Benefits:

- (1) Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or illness including pregnancy, and is therefore prevented from performing the duties of his or her occupation. To be eligible for disability benefits, an employee must have completed six (6) months of continuous service by the Town.
- (2) Short Term Disability:
  - a. Short term disability shall apply to any extended absence for non-job related illness or injury of more than five (5) consecutive workdays.
  - b. After the first five (5) days of absence, and for a maximum duration of twenty six (26) weeks and a day, weekly benefits will be paid in the amount of sixty six and two thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician and continues to provide the Town with medical documentation in support of his/her absence from work.
- (3) Long Term Disability
  - a. Employees who, after twenty six (26) weeks, are totally and permanently disabled and are unable to perform their own job for the first two (2) years of disability and, following the first two (2) years, or any other occupation or trade to which they are suited by reason of education or training, shall be eligible to receive a long term disability benefit as determined by the Long Term Disability carrier which shall be equal to fifty percent (50%) of their normal monthly straight time earnings at the time of their disablement less any payments for which they are eligible from Social Security, and any other insurance, or pension plan to which the Town has contributed. Employees shall be eligible for long term disability benefits for the length of their disablement up to their normal retirement date.

**Section 16.02** Employees hired prior to July 1, 1988 shall retain any sick leave bank accumulated as of June 30, 1991. Said sick leave bank may be used to supplement short term disability benefits as set forth in Section 15.01(b)(2)(b) at a charge to the bank of one third (1/3) day for each day the supplement is paid. Accumulation of sick leave days ends as of June 30, 1991.

**Section 16.03** Unexcused absence in excess of five (5) days in a calendar year is cause for termination. An unexcused absence shall mean the employee is absent from work without authorization from management, prior approval or in violation of contract.

**Section 16.04**      **Workers Compensation**

Any employee who incurs an injury or illness which is covered under the Connecticut Worker's Compensation Act shall be entitled to injury leave pay at one hundred percent of the injured employee's rate of pay for the 1<sup>st</sup> full month. The Town will supplement workers compensation payments at eighty percent of the injured employee's rate of pay for the 2<sup>nd</sup> and 3<sup>rd</sup> full months. The Town will not supplement worker's compensation payments after the end of the 3<sup>rd</sup> full month.

**ARTICLE 17**  
**EMPLOYEE RIGHT'S AND REPRESENTATION**

**Section 17.01**      Employees have and shall be protected in the exercise of the right, without the fear of penalty or reprisal, to join and participate in the Union. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer.

**Section 17.02**      Not more than one (1) officer, representative or grievance committee member shall be granted leave with full pay for the express purpose of processing grievances upon proper notification to his supervisor at the first two (2) steps of the grievance procedure.

**Section 17.03**      Not more than one (1) officer, representative, or grievance committee member shall be granted leave with pay for necessary time required to process grievances at Selectman's level or higher through arbitration.

**Section 17.04**      A member of the Union's bargaining committee, to a maximum of one (1) who is scheduled to work a tour of duty during collective bargaining negotiations, shall be granted a leave of absence without loss of pay or benefits for such meetings between the Employer, its agents, or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereto.

**Section 17.05**      The employee may, after notification to and with permission of the Parks Operations Supervisor, contact a steward during the working hours regarding adverse action which could not be resolved at the time by a supervisor.

**Section 17.06**      Not more than one (1) member shall be off duty on Union business leave without pay at the same time. The Union shall be required to submit the name of the one (1) member as far in advance as practical.

**ARTICLE 18**  
**EMPLOYEE GROUP INSURANCE**

**Section 18.01** The Town agrees to continue in effect for each employee and his enrolled dependents medical insurance provided each enrolled employee shall pay the following percentage of the monthly premiums for the medical and dental insurance as stated in attachment A.

July 1 <sup>st</sup> , 2014	11%
July 1 <sup>st</sup> , 2015	11%
July 1 <sup>st</sup> , 2016	12%

Such payment shall be made by payroll deduction. Employee premium shares for dental coverage will be the same as designated for the medical plan.

**Section 18.02** The Town shall make a premium conversion and flexible spending account plan available to employees participating in the group health insurance plans described above for health insurance premiums to the extent permitted by and subject to the terms of Section 125 of the Internal Revenue Code, as that provision may be amended from time to time.

**Section 18.03** The Town shall provide \$50,000 Group Life and Accidental Death & Dismemberment Insurance

**Section 18.04** The Town may change insurance carriers at any time during the course of this Agreement provided the Union receives prior notification and provided further, all benefits and services supplied by a new carrier shall be comparable to the benefits and services supplied by the former carrier. The Town may also institute a managed care program at its discretion.

If the Union does not agree that the benefits and services are comparable, the Union may forward the matter through the Grievance & Arbitration process. The Town will not implement this change of carriers, should this occur, until the arbitrator has made a ruling.

**Section 18.05** Each employee, upon hire and upon ratification of the collective bargaining agreement, shall receive a copy of the group health insurance contracts or descriptive plan booklets.

**Section 18.06**      **Affordable Health Care Act**

The Town and the Union agree should legislation approve a tax through the Affordable Health Care Act the Town and the Union shall re-open the contract to include medical coverage.

**Section 18.07**      **Declining Medical Coverage**

Full-time employees shall be given an option one time each year to decline the medical coverage described in Section 15.02 of this Article. Employees who elect such option shall be

ineligible for medical coverage for twelve (12) months following the effective date pre-existing medical coverage ceases or medical coverage would have commenced had the option not been chosen. The Town shall pay employees who elect such option \$1500 in April and \$1500 in October. In the event an employee who has received said payments in lieu of medical coverage severs employment with the Town for any reason, the payments shall be prorated on a monthly basis and the Town shall deduct its share from any sums owed to the employee

**ARTICLE 19**  
**PROTECTIVE CLOTHING**

**Section 19.01** The Town shall provide reimbursement to the employee within forty-five (45) days for uniforms, boots and safety shoes meeting OSHA Standards for all employees in the bargaining unit in the amount of five hundred dollars (\$500.00) in 2011, 2012 and 2013. Employees shall receive reimbursement upon approval of garments and after providing proper receipts. Only approved clothing shall be worn during working hours. Protective clothes shall be supplied by the Town. This shall consist of helmets, rain gear, boots, work gloves, safety glasses and hearing protection.

**ARTICLE 20**  
**RETIREMENT**

**Section 20.01**      **Defined Benefit Plan**

The Town and the Union agree that the provisions of the Defined Benefit Plan covering Park Department employees shall continue in full force and effect during the term of this Agreement.

Participation in the Town Defined Benefit Pension Plan is mandatory for all employees commencing July 1, 1991 through the employment duration of all employees hired prior to the date of the signing of this contract. Employees will become one hundred percent (100%) vested in such plan after five (5) continuous years of service.

**Section 20.02**      **Defined Contribution Plan**

Effective upon the signing of this contract all newly hired employees may participate in the Town's Defined Contribution plan. The Town contribution shall be at a rate of 5% of base pay. Vesting shall be at 100% after one year completed service. Employee's contribution rate shall be 5% of base pay. Vesting shall be at 100% after one year completed service. The employee shall have a 60 day election period upon hire, once elected participation is mandatory for the term of employment. If not elected, employee will not be able to participate in the future. The Defined Benefit plan shall no longer be available to newly hired employees. Refer to the Town's Defined Contribution Pension Plan for specific language.

**ARTICLE 21**  
**WAGES**

**Section 21.01**

Effective July 1<sup>st</sup>, 2014, in addition to a 1.9% general wage increase for each of the three year terms, there shall be a wage adjustment made in the amounts of \$1350, \$1325 and \$1325 per year.

The rates set forth below shall be in effect as indicated.

		JULY 1, 2014		
	<u>CURRENT</u>	<u>1.90%</u>	<u>\$1,350</u>	<u>TOTAL</u>
MECHANIC	21.77	0.41	0.65	22.83
MAINTAINER	21.32	0.41	0.65	22.37

		JULY 1, 2015		
	<u>CURRENT</u>	<u>1.90%</u>	<u>\$1,325</u>	<u>TOTAL</u>
MECHANIC	22.83	0.43	0.64	23.90
MAINTAINER	22.37	0.43	0.64	23.44

		JULY 1, 2016		
	<u>CURRENT</u>	<u>1.90%</u>	<u>\$1,325</u>	<u>TOTAL</u>
MECHANIC	23.90	0.45	0.64	24.99
MAINTAINER	23.44	0.45	0.64	24.52

**Section 21.02** Depending on the experience of newly hired employees, the Town may establish starting rates up to twenty-five (25%) less per hour than the scheduled rate for the first (1st) year of employment and up to twelve and one half percent (12 1/2%) less than the scheduled rate during the second (2nd) year of employment. In the third (3rd) year of employment, employees will receive the current rate as stated in Section 20.01 Appendix A.

**Section 21.03** Employees who are assigned to perform the responsibilities of a higher rated job classification shall be compensated at the higher rate provided the job assignment involves at least one half (1/2) of the working shift.

**ARTICLE 22**  
**NO STRIKE/NO LOCKOUT**

**Section 22.01** During the life of this Agreement, there shall be no strike, slowdown, or stoppage or curtailment of work or other type of interference by employees or employee, nor shall there be any lockout by the Town in any part of the Town's operation.

**ARTICLE 23**  
**DURATION OF AGREEMENT**

**Section 23.01** This Agreement shall be effective from July 1<sup>st</sup>, 2014 through June 30th 2017 and shall automatically be renewed unless negotiations for a new contract are requested, in writing, by either party not less than one hundred and twenty (120) days or more than one hundred and eighty (180) days prior to the expiration date of the contract.

**ARTICLE 24**  
**EMPLOYEE RECORDS**

**Section 24.01** Each employee shall annually, prior to July 1, receive a written job performance evaluation which is to be reviewed and signed by the employee. The form of this evaluation shall be agreed upon by the Town and Union.

**Section 24.02** Any employee shall be able to review the content of his/her personnel file. Each evaluation shall be placed in such files. It shall be the responsibility of the employee to notify the Town of any changes in vital statistics contained in the records.

**Section 24.03** The request to review such files may be denied if the First Selectman believes that the employee is abusing the privilege. The grievance procedure shall apply to this section if such denial is exercised.

**Section 24.04** Each employee shall be required to turn in weekly time sheets and overtime authorization to their supervisor or Department Head by the end of work on Thursday covering the seven (7) previous days. These records and only these records shall be kept in the Finance Department office. All other records and the permanent personnel file shall be kept in the First Selectman's office.

**ARTICLE 25**  
**ENTIRE AGREEMENT AND SAVINGS CLAUSE**

**Section 25.01** This Agreement upon ratification supersede and cancels all prior practices and agreement whether written or oral unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunities are set forth in the Agreement.

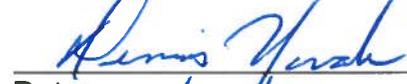
**Section 25.02** **Savings Clause.** Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force.

**IN WITNESS WHEREOF**, the parties hereto have set their hands.

For the Town

  
\_\_\_\_\_  
Date: 7/19/14

For the Union

  
\_\_\_\_\_  
Date: 7/18/14

**Town of Newtown**

**Medical Plan Change: Firm Division 108**

<b>Medical Benefits</b>	<b>Century Preferred</b>
Office Visit	\$30
Hospital Copay	\$250
ER/UR Copay	\$150/\$50
Outpatient Surgery	\$200
In Network Ded.	-
In Network Coin. Max.	-
In Network OOP Max.	-
In Network Coins. %	100%
Out of Network Deductible	\$400/\$800/\$1,000
Out of Network Coins. Max	\$1,600/\$3,200/\$4,000
Out of Network OOP Max.	\$2,000/\$4,000/\$5,000
Out of Network Coins. %	80%
<b>Prescription Drug</b>	\$10 generic/\$25 brand formulary/\$40 brand non-formulary \$2,000 Annual Max. 2x Mail Order Drug

## FLEXIBLE DENTAL SERVICES - SCHEDULE OF BENEFITS

**BENEFIT PERIOD** Individual per Calendar Year

**DEDUCTIBLE** Shared by Categories 2 and 3

**INDIVIDUAL** \$75 per Member per Benefit Period

**FAMILY** Three Individual Deductibles

**3-MONTH DEDUCTIBLE CARRYOVER** Applicable

**COINSURANCE**

Category 1 - 100%
Category 2 - 80%
Category 3 - 50%
Category 4 - 50%

**MAXIMUM** \$1,000 per Member per Benefit Period for Categories 1, 2 and 3

**LIFETIME MAXIMUM** \$1,000 per Member per Lifetime for Category 4

### COVERED SERVICES

#### CATEGORY 1

Initial Oral Exam	1 per Member in 36 Months
Periodic Oral Exam	2 per Member per Benefit Period
Prophylaxis or Periodontal Maintenance Procedure	Combination of 2 per Member per Benefit Period
Topical Application of Fluoride	2 per Member per Benefit Period for Under Age 19
Space Maintainers	2 per For Members per lifetime for under Age 19
Consultation	X-rays
Surgical Extractions	Emergency Treatment

#### CATEGORY 2

Fillings	1 per tooth surface in any consecutive 12 month period
Endodontics	Periodontics
Simple Extractions	Oral Surgery
General Anesthesia	
Stainless Steel Crowns (Primary Tooth)	1 per tooth in 5 years

#### CATEGORY 3

Inlays	1 per tooth in 5 years
Onlays	1 per tooth in 5 years
Crowns	1 per tooth in 5 years
Post and Core	1 per tooth in 5 years
Prosthodontics	1 per tooth in 5 years
Repair Bridge	1 per Benefit Period
Repair Dentures	1 per Member per Benefit Period
Add to Dentures	1 per Benefit Period
Recement Crowns	1 per tooth per Benefit Period
Recement Bridge	1 per Benefit Period

#### CATEGORY 4

Orthodontics	
Orthodontics Appliances	
Appliance for Harmful Habits	
Temporomandibular Joint Dysfunction (TMJ)	
TMJ Appliance	