Anticipated Opening

TOWN OF WINDSOR LOCKS

External POSITION POSTING
OPERATOR 2-

POST IMMEDIATELY

6/14/2021

OPERATOR 2 –

Location:
- *Water Pollution Control Facility*

Hours:
- *Full Time – 40 hours*

Salary: Hourly Rate bargaining unit nage
- $ per Contract attached

Requirements (not all-inclusive):
- *Associates Degree in Wastewater Technology or Sanitary Engineering from a recognized college or university or a minimum of five (3) years experience in the field with additional education in waste water technology from an accredited and recognized college or university may be substituted for an AS Degree*
- *A State of CT Class II Wastewater Treatment Operators Certificate*
- *NEWEA Grade II Collection System Certification*
- *Process control, analysis, advanced mechanical, electrical and electronic maintenance and repairs, and duties typical of other labor grades*

Closing Date of Internal Posting:
- *Open until filled*

The Town of Windsor Locks is an Equal Opportunity employer. AA/EOE
Send resume and cover letter to: Director of Human Resources, Town Hall, 50 Church Street, Windsor Locks, CT 06096
Or email swalker@wlocks.com

***A complete Job Description is available upon request in the Human Resources Department.**

FILE COPY

TOWN OF WINDSOR LOCKS, CONNECTICUT
HIGHWAY, WPCA, PARK DIVISIONS, AND FACILITY MAINTAINERS
OF THE PUBLIC WORKS DEPARTMENT

-and-

THE NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES
LOCAL RI-177, A DIVISION OF NAGE

JULY 1, 2018 – JUNE 30, 2021

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ARTICLE 1
RECOGNITION

The Union is recognized as the exclusive representative for the purpose of the collective bargaining of all the employees covered by this Agreement.

ARTICLE 2
APPLICATION OF AGREEMENT

This Agreement shall apply to all occupational classifications within the Highway, WPCA, Park Division and the Facility Maintainers employed by the Town of Windsor Locks, Connecticut.

ARTICLE 3
NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination of race, color, religion, age, sex, national origin, or Union activity.

ARTICLE 4
TOWN RIGHTS

Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town of Windsor Locks, pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision over the complete operations, practices, procedures and regulations with respect to bargaining unit employees shall remain solely and exclusively in the Town including, but not limited to, the following: to determine the standards of services to be offered by the Town employees; determine the standards of selection for Town employment; direct its employees; take disciplinary action; hire, assign, transfer or promote its employees; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations affecting working conditions not specifically covered by this Agreement; enforce them and, from time to time, change them; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which the Town's operations are to be conducted; determine the content of job classification; determine the methods and procedures for all record keeping; exercise complete control and discretion over its organization and technology of performing its work and fulfill all of its responsibilities to the citizens of Windsor Locks.

ARTICLE 5
DEFINITION OF TERMS

A. The term "Employer" refers to the Town of Windsor Locks, Connecticut, a municipal employer as defined in Public act 159, State of Connecticut.

B. The term "Employee" shall include all occupational classification employees of the Highway, WPCA, and Park Division and the Facility Maintainers. The provisions of the Memorandum of Agreement attached hereto shall govern the conditions of employment for the Facility Maintainers if it is in conflict with the provisions of this Agreement.

C. The term "Union" shall refer to Local RI-177, the National Association of Municipal Employees, Division of NAGE.

ARTICLE 6
NO STRIKE/NO LOCKOUT

A. During the life of this Agreement, there shall not be strike, slowdown, suspension or stoppage of work in any part of the Town's operation by the Union or its members pursuant to State law, C.G.S. 7-475.

B. The Town agrees that it shall not lockout the employees during the term of this Agreement.

ARTICLE 7
HOURS AND OVERTIME

A. The standard workweek for all Highway, WPCA, Park and Facilities Division employees shall be forty (40) hours, consisting of five (5) days of eight (8) hours each, Monday through Friday. The WPCA weekend / Holiday coverage shall start between 6:00am and 9:00 am and continue for three (3) hours.

B. Overtime at the rate of one and one-half (1-½) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week.

C. The regular shift shall be from 7:00 A.M. to 3:30 P.M. Monday through Friday with a one-half (1/2) hour lunch period.

D. Time and one-half (1 ½) will be paid for all hours worked on Saturday.

E. Double-time (2X) will be paid for all hours worked on Sunday and Holidays.

F. The weekly working hours shall include two (2) ten minute on-site relief periods each day. A reasonable drive time for lunch will not be included in the lunch period. DPW: A ten (10) minute clean up time shall be allotted at the end of the working shift. This clean up time will not include time set aside for the storage of equipment or preparing trucks, or equipment for the following work day. **WPCA**: A thirty-minute clean up time will be allotted at the end of the working shift, for those who choose to shower. Those individuals who choose not to shower will have a ten-minute clean up period at the end of their shift. After showering, tasks such as data entering, preparing paperwork or equipment for the next day's assignments shall be performed. In a two-person crew, if one of the crew does not wish to shower, that person shall be doing daily tasks until his/her ten-minute clean up time begins

G. If an employee is called into work before 5:00 A.M., or if an employee works any hours before 5:00 A.M. of any day, provided that the hours worked are contiguous to the work day, he/she shall be allowed a breakfast paid for by the Town, said meal shall be paid at the rate of five dollars ($5.00). An additional dinner allowance shall be paid at the rate of eight dollars ($8.00) after four (4) hours of overtime if contiguous to the end of the regular day shift. Effective July 1, 2019 the breakfast and dinner meal allowance shall be increased to $10 for each such meal.

H. Any employee called into work outside the regular schedule shall be guaranteed a minimum of three (3) hours overtime pay, unless the hours worked are contiguous to the regular shift. Employees called into work for overtime must be available for any other call-ins during their three-hour coverage, whether at work or at a location where they can be reached. There shall be no duplicating or pyramiding of overtime pay or premium pay for the same hours worked.

I. A. **OVERTIME:**

1. Overtime will be offered to employees in reverse order of the total accumulated hours. Employees with the least total hours within the classification and/or division where overtime work is needed will be asked first.

2. If two or more employees within the classification needed have the same amount of hours, the most senior employee(s) will be offered the assignment first.

3. Employees, that are offered overtime, whether a personal response is received or not, and do not make themselves available for the assignment will be charged as if they had performed the work. The employee(s) that works will also be charged, providing true rotation.

4. Should the Town not be able to fulfill its overtime needs after all employees in that classification are asked, the Town may require the employee(s) with the lowest overtime hours, from the lowest classification

needed to do the overtime work.

B. All overtime work will be distributed with reasonable equality among employees, on an annual basis, where possible, within classifications. The Foreman or his designee will determine the classifications needs. In emergency situations, deviations may occur due to the nature of the emergency

C. Overtime work of an emergency nature is agreed to be a responsibility of all employees. The Town shall determine the emergency status of a work project.

D. The overtime chart will be recorded as follows:

Hours recorded will be at the rate of being paid. Example: An employee works eight hours on Saturday; he/she will be charged 12 hours. If he/she works on Sunday, he/she will be charged 16 hours.

E. An overtime chart will be posted in a convenient place, and updated weekly, showing available overtime hours. Hours will be recorded as stated above.

F. On Call Coverage (WPCA Only)

1. On a calendar year basis the Town may offer up to forty-five (45) days where the beeper/cellular phone will be offered to WPCA Employee(s) in the Bargaining Unit, and where the Employee(s) will receive additional pay as follows:

- $25.00 per day Monday through Friday
- $40.00 per day Saturday, Sunday, and Holidays (as listed in Article 8, Section A of the Contract between The Town of Windsor Locks and Local RI-177, A Division of NAGE)

- The cellular phone / beeper shall be the first emergency contact for the Windsor Locks Police Department call out list.

- Any emergency calls, where the call is activated through the SCADA system, shall be made in accordance with Article 7, Section I, Subsection A. The cellular phone / beeper shall be added to the computerized alarm system at the Windsor Locks Water Pollution Control Facility at the end of the call-in list, ensuring the availability of the licensed operator who has assumed the responsibility of the on-call coverage.

The Employee that assumes the responsibility of the overtime coverage shall be required to respond to any and all emergencies upon notification. The Employee must always be within a sixty (60) minute commute to the work

site. The Employee is expected to respond as expeditiously as possible. Failure to respond within sixty (60) minutes will forfeit that days pay for the beeper/ cellular phone, as you were not on duty. In the event of a disabling sickness or injury, the scheduled employee shall seek a qualified replacement from the other eligible stand-by personnel. Any change in the personnel that has assumed the responsibility for the overtime coverage shall be reported at the start of the next business day to the Chief Operator, the Shift Operator or the Director of Public Works, in that order. In the event that a change in personnel takes place on the weekend, the scheduled employee shall inform the Chief Operator or the Shift Operator as soon as possible.

ARTICLE 8
HOLIDAYS

A. The following are recognized as holidays:

a.) New Year's Day
b.) Martin Luther King Day
c.) President's Day
d.) Good Friday
e.) Memorial Day
f.) Independence Day
g.) Labor Day
h.) Columbus Day
i.) Veteran's Day
j.) Thanksgiving Day
k.) Day After Thanksgiving
l.) Christmas Day
m.) Floating Holiday (to be scheduled with approval of Department Director)

B. Employees shall receive holiday pay at the regular straight time hourly rate for the normal eight (8) hour day not worked. Any employee required to work on a holiday shall receive premium pay at the rate of double-time (2X) in addition to holiday pay.

C. Whenever any of the stated holidays falls on a Sunday, it shall be observed on the following Monday. Whenever any of the stated holidays falls on a Saturday, it shall be observed on the preceding Friday.

ARTICLE 9
VACATIONS

A. Employees shall be entitled to annual paid vacation on their anniversary date of employment as follows:

Length of Service	Vacation Entitled
After one (1) yr of service to five (5) years*	Ten (10) working days
After five (5) yrs of service to fifteen (15) years	Fifteen (15) working days
After fifteen (15) yrs of service	Twenty (20) working days
After twenty (20) yrs of service	Twenty one (21) working days
After twenty one (21) yrs of service	Twenty two (22) working days
After twenty two (22) yrs of service	Twenty three (23) working days
After twenty three (23) yrs of service	Twenty four (24) working days
After twenty four (24) yrs of service	Twenty five (25) working days

(Note: Employees hired on or before June 30, 2004, shall maintain the prior vacation schedule. See Addendum attached to contract.)

*After six months of employment, one week of the above vacation schedule may be taken. If an employee terminates prior to completing six months, they shall not receive any vacation pay.

The vacation pay shall be computed at the straight hourly rate for forty (40) hours. Vacation time shall be taken in a minimum of two (2) hour increments with twenty-four (24) hour prior notice to the Director of Public Works.

C. If a holiday occurs while an employee is on vacation, the employee shall have an additional day off with pay.

D. Choice of vacation periods shall be according to seniority with no more than two (2) employees per division on vacation, or any other leave, other than sick leave, at any one time. Additional employees may be granted use of leave time at the discretion of the Director of Public Works. All vacations shall be approved in advance by the Director of Public Works as follows:

Less than five (5) days vacation	– Must be requested two (2) working days in advance.
Five (5) but less than ten (10) days	– Must be requested five (5) working days in advance.
Ten (10) or more days	- Must be requested ten (10) working days in advance.

1. An employee shall be allowed to carry over up to five vacation days into the next year. Any additional vacation carry-over into the next calendar year shall only be considered by the Director when an employee is absent four (4) or more months in a calendar year due to the employees' illness or injury. If the carry-over is granted, the portion carried over must be used within six (6) months of the anniversary date of the employee.

ARTICLE 10
CHECK – OFF

The Employer shall deduct from the wages of its employees each week such union dues, initiation fees and assessments as may be due from the said employees to the Union and shall forthwith pay over said sums to the Union by the fifteenth (15th) of each month, provided, however, that the Union procures written authorization from each employee permitting the Employer to make such deductions from the employees. The Union shall indemnify and hold harmless the Town for any and all claims and damages, including the cost of defense, for any and all claims made by any party as a result of the Town's actions pursuant to this Article.

ARTICLE 11
UNION SECURITY

The Employer reserves the right to hire new employees on the open labor market. Said employees must, however, within thirty (30) days, become members of the Union and remain a member of the Union in good standing during the term of this Agreement. In lieu thereof, any employee hired after the effective date of this Agreement, may choose to pay a monthly Agency fee to the Union in the amount uniformly required of Agency fee payers, subject to applicable law. Those who choose to be Agency fee payers must do so within thirty (30) days of their date of hire.

Upon notice from the Union that a member is not in good standing, or an Agency Fee payer, the Employer shall, within ten (10) days, dismiss the said employee from its employ.

The Employer shall send to the Union a list of its employees, containing names, addresses, classifications, wage rates and seniority dates, and shall update this list as changes occur.

ARTICLE 12
GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

2. Definitions

a. A "grievance" for the purpose of this procedure shall be an employee complaint that:

(1) There has been discharge, suspension or other disciplinary action without just cause
(2) That there has been a misinterpretation or misapplication of a specific and explicit provision of this Agreement.

b. "Days" shall mean calendar days.

3. Time Limits

a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. Failure by the employee at any level to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level, and such decision shall thereafter be binding upon the employee and the Union. Failure by the Administration to respond to a grievance within the specified time limit shall be deemed a denial and the employee may proceed to the next step.

4. Informal Procedure

Any employee who feels that they may have a grievance may first discuss the matter with the immediate supervisor within seven (7) days of the incident, in an effort to resolve the problem informally.

5. Formal Procedure

a. Step One. Any employee who has a grievance shall reduce the grievance to writing and submit it within fifteen (15) calendar days from the date of the event or occurrence to the Director of Public Works. The Director of Public Works' decision shall be submitted in writing to the aggrieved employee and his/her Union representative within seven (7) days of receipt of the grievance.

b. Step Two. If no agreement is reached with the decision rendered by the Director of Public Works, the employee and his/her Union representative shall submit the grievance in writing to the Chief Executive officer within seven (7) days after the date of the decision at Step One. Within ten (10) days after receiving such grievance, the Chief Executive Officer or his/her designee shall render a decision in writing to the aggrieved employee and his/her Union representative.

c. Step Three. If no agreement is reached with the decision rendered by the Chief Executive Officer or designee, the Union or the Town may submit the grievance, with mutual agreement of the parties, to expedite grievance arbitration to the Connecticut Board of Mediation & Arbitration within fifteen (15) days of receipt of the decision of the Chief Executive Officer. If the parties cannot mutually agree to submit the grievance to expedited grievance arbitration, the Union or the Town may submit the grievance to the Connecticut State Board of Mediation & Arbitration within fifteen (15) days of receipt of the decision of the Chief Executive Officer or within fifteen (15) days

after the parties agree to waive expedited arbitration.

The decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement. The arbitrator shall have no power to add to, delete from, or modify the provisions of the Agreement.

The arbitrator's fee shall be shared between the Town and the Union.

ARTICLE 13
WAGES

A. Effective and retroactive to July 1, 2018, the following shall be the classifications and minimum wages of the employees covered by this Agreement and such wages represent a two (2.00%) percent increase above the rates for the year 2017-18, per the schedule below.

B. Effective July 1, 2019, the following shall be the classifications and minimum wages of the employees covered by this Agreement and such wages represent a two (2.00%) percent increase above the rates for the year 2018-19, per the schedule below.

C. Effective July 1, 2020, the following shall be the classifications and minimum wages of the employees covered by this Agreement and such wages represent a two (2.00%) percent increase above the rates for the year 2019-20, per the schedule below.

		2018-19		
POSITION	STARTING	6 MOS.	12 MOS.	18 MOS.
Maintainer I	$18.12	$19.94	$21.72	$23.49
Maintainer II	$21.52	$23.17	$24.78	$26.39
Maintainer III	$24.92	$26.40	$27.84	$29.28
Mechanic	$26.27	$28.64	$30.22	$31.88
Crew Chief	$29.18		$31.40	
Foreman	$31.74		$34.26	
Operator I	$25.41	$26.75	$28.41	$29.82
Operator II	$26.69	$28.19	$29.79	$31.40
Maintenance Foreman	$32.34			
Operator III	$31.44		$33.24	
Shift Operator	$33.20		$35.70	
Chief Operator	$34.97		$37.47	
Facilities Maintainer	$26.90			
		2019-20		
POSITION	STARTING	6 MOS.	12 MOS.	18 MOS.
Maintainer I	$ 18.48	$ 20.34	$ 22.16	$ 23.96
Maintainer II	$ 21.95	$ 23.63	$ 25.28	$ 26.92
Maintainer III	$ 25.42	$ 26.93	$ 28.40	$ 29.87
Mechanic	$ 26.80	$ 29.21	$ 30.82	$ 32.51
Crew Chief	$ 29.77		$ 32.03	
Foreman	$ 32.38		$ 34.94	
Operator I	$ 25.92	$ 27.28	$ 28.97	$ 30.41
Operator II	$ 27.23	$ 28.76	$ 30.38	$ 32.03
Maintenance Foreman	$ 32.99			
Operator III	$ 32.07		$ 33.91	
Shift Operator	$ 33.86		$ 36.42	
Chief Operator	$ 35.67		$ 38.22	
Facilities Maintainer	$ 27.44			
		2020-21		
POSITION	STARTING	6 MOS.	12 MOS.	18 MOS.
Maintainer I	$ 18.85	$ 20.75	$ 22.60	$ 24.44
Maintainer II	$ 22.39	$ 24.10	$ 25.78	$ 27.46
Maintainer III	$ 25.93	$ 27.47	$ 28.96	$ 30.47
Mechanic	$ 27.33	$ 29.80	$ 31.44	$ 33.16
Crew Chief	$ 30.36		$ 32.67	
Foreman	$ 33.03		$ 35.64	
Operator I	$ 26.44	$ 27.83	$ 29.55	$ 31.02
Operator II	$ 27.77	$ 29.33	$ 30.99	$ 32.67
Maintenance Foreman	$ 33.65			
Operator III	$ 32.71		$ 34.59	
Shift Operator	$ 34.54		$ 37.14	
Chief Operator	$ 36.38		$ 38.98	
Facilities Maintainer	$ 27.99		$ -	

Maintainer II – Position would encompass truck driver, sweeper operator, loading of their trucks and other related duties as outlined in the current job description of Operator – Maintenance. The operation of heavy equipment such as the backhoe, rollers and other related equipment would be under the Maintainer III's duties. After two (2) years in the position of Maintainer I, an employee may petition the Town to apply for a promotion to a Maintainer II, provided the candidate meets the qualifications. If the candidate doesn't pass the examination for the position of Maintainer II, then the employee must wait a period of six month's before applying again.

(Note: To be added to addendum: In the event that the position of Chief Operator is filled, said position shall not be provided with a motor vehicle outside of working hours.)

One Facility Maintainer shall be designated the Lead Facility Maintainer and shall receive an annual stipend of $1,800, paid over the course of the year.

D. Employees when designated and approved by the Director or Public Works or his designee for working out of class shall receive an additional One dollar and twenty-five cents ($1.25) per hour when serving as acting Foreman.

E. Longevity: Employees shall receive on the payroll period next following their anniversary of employment, a longevity payment as follows:

10 years through 14 years of service - $100.00
15 years through 19 years of service - $150.00
20 years of service or more - $200.00

F. The Town shall reimburse any employee for damage to personal property that is safety related, up to $100.00 per employee per year, provided that the damage to said property is not caused by the negligence of the employee.

G. Additional Skill Pay. Any additional skill pay shall be at the discretion of the Director of Public Works. The Town may pay an additional $1.25 per hour to an employee above his/her normal rate of pay for his/her additional skill(s).

ARTICLE 14
ACCESS TO PREMISES

The Union's representative or authorized officers shall be permitted to confer with the employees on the premises of the Employer; however, conferences shall not interfere with the normal operations of the department.

ARTICLE 15
INSURANCE COVERAGE

A. The employer agrees to make payments for all eligible employees and their dependents, subject to the employee's contribution as set forth below:

1. A. Blue Cross/Blue Shield Century Preferred Plan;
   Home/Office per the attached Plan Design Summary.
   OR
   High Deductible Health Care Plan (HDHP with HSA) per the attached Plan Design.
2. Blue Cross Full Service Dental Plan
3. Blue Cross Dental Rider A
4. Blue Cross three tier public formulary Prescription Drug Rider
   Per the attached Plan Design Summary
   b. Maximum Prescription Benefit $3,000 per year

Effective July 1, 2019, the only plan available will be the High Deductible Health Care Plan (Plan Design Summary Attached)

The Town shall pay the following percentage of the health care premiums for any plan selected by the employee,

	PPO	HDHP
Effective July 1, 2018	80%	80%

and the employee shall pay his/her portion of the health care premiums for the coverage listed above by means of weekly payroll deduction based upon the allocation rate premium rate.

Effective July 1, 2019	n/a	14.0%
Effective July 1, 2020	n/a	15.0%

For the High Deductible Health Care Plan, the Town will contribute toward the deductible the following amounts:

2019-20	100% of the deductible, payable with the first pay period after July 1, 2019
2020-21	50% of the deductible, payable quarterly

Enrolled bargaining unit members not eligible to participate in the plan above shall be eligible for a similarly-designed HDHP with a Health Reimbursement Account.

In the event that it is reasonably likely that an excise or other fee or tax will be imposed under the Affordable Care Act or any other federal, state or other law or regulation, the Town shall have the right to offer alternative health care plan(s) that do not cause such tax or fee to be imposed, under the same premium share as set forth above. Any employee may continue on the current health care plan, but shall reimburse the Town the cost of such tax or fee by increasing the premium share by the amount of said tax or fee.

C. The Town has available an I.R.C. Section 125 Plan which allows most employee insurance premium contributions to be made on a pre-tax basis.

D. The Employer agrees to make payments for all eligible employees for term life insurance in the amount of his/her base salary, rounded up to the nearest one thousand dollars ($1000), effective as soon as possible after the signing of this Agreement. The employee will be responsible for any additional income tax liabilities as a result of said insurance.

E. Where the Town of Windsor Locks is a participating municipality in the Municipal Employees Retirement Fund, the Town will allow employees who retire under normal retirement and who are covered by Plan B of the Connecticut State Municipal Pension Plan to continue hospital and medical coverage by those health service groups who accept the retirees as a member of the group plan in effect with the Town through deductions from their Pension Plan according to the following procedure:

F. The Town of Windsor Locks shall make available a program of medical insurance for retirees who have retired on a normal or automatic retirement and dependents of retirees covered by the insurance program set forth in this Agreement at the time of the employee's retirement, reduced by benefits available under all parts of Medicare, whether or not application is made for all or any portion thereof. If the retired employee elects to enroll as in the above paragraph, he/she shall, at the time of retirement, indicate to the Town his/her intention of doing so, and shall pay the full cost at the group rate, of the hospitalization and physicians' services benefit which will be arranged and adjusted, as the case may be, so as to guarantee full reimbursement to the Town by the enrolled retiree.

G. The Town shall have the right to substitute substantially similar health insurance coverage, either through a different Plan, Provider or carrier.

H. The Town shall have the right to offer additional plan(s) which shall be additional option(s) for the employees.

ARTICLE 16
LEAVE PROVISIONS

Sick Leave

A. Employees shall be entitled to fifteen (15) sick days per year, which may be accumulated to a total of one hundred and forty (140) days effective July 1, 1993. Employees hired after January 1, 1982, shall earn sick leave credits at the rate of one and one-quarter (1 ¼) normal work days per month; up to a maximum of fifteen (15) sick leave days per fiscal year. Unused sick leave shall be accumulative to one hundred and forty (140) days.

B. All parties hereby agree that sick leave shall be allowed only in the event of actual

illness or injury of an employee, and shall not be considered as a privilege, which an employee may use at his/her discretion. An employee may use up to three (3) sick days per year as a family sick day. Sick leave shall not be allowed for lost time for medical, optical or dental appointments during work hours. Sick leave must be used in increments of at least one-half (1/2) an employee's work day. C. For an absence for which sick leave is claimed, notice must be given to the Public Works Director or his/her designee by the starting time of scheduled work. In the first instance, when the Public Works Director has a reason to suspect that an abuse of sick leave is being or has been committed by an employee, the Public Works Director shall be entitled to counsel the employee and may give the employee a written warning notice. Thereafter, further counseling and/or progressive disciplinary action may be taken and the Town may also require evidence of the eligibility of sick leave in the form of a physician's certificate or other written medical documentation acceptable to the Public Works Director to attest to the legitimacy of the illness for which sick leave is claimed. Such certificate shall state the nature of the illness or injury and the expected duration. Failure to provide such certificate upon request shall be sufficient to deny sick leave. The Town reserves the right to require the employee to submit to a physical examination by a doctor of the Town's choice and at the Town's expense.

d. The Employer shall pay all accumulated sick leave, up to one hundred (100) days, to employees upon retirement.

Bereavement Leave

E. Employees shall be entitled to receive three (3) days off with pay in the event of a death in the immediate family, as defined below, and one (1) day for the death of a grandparent. In the event of the death of a spouse or child, employees may take up to seven (7) additional days of leave from his/her sick leave.

F. Immediate family shall include mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, legal guardian or any other relative actually a member of the employee's household.

Union Leave

G. The Employer agrees to pay up to five (5) days' pay (in a calendar year) for the time lost from work to an authorized Union delegate for attending authorized Union functions.

Personal Leave

H. Each employee shall be entitled to three (3) personal days per year, which he/she may take off without giving any reason. Employees shall give the Department Supervisor twenty-four (24) hours notice, except in cases of emergency. Personal days scheduled

in advance shall be assigned as in Article 9, section D. Personal days will be issued on the employee's anniversary date. Pro-rating of Personal leave shall be calculated back to July 1 for employees whose anniversary days fall at other times of the year.

ARTICLE 17
SENIORITY

A. Seniority shall be defined as the right of precedence accruing to an employee based upon length of continuous service in the employ of the Town.

B. In the event the Employer finds it necessary to lay off any of its employees because of insufficient work or any other reason, the seniority rule in each classification shall prevail.

C. In the event of such layoff, the employee shall receive payment for his/her vacation period.

D. An employee who is laid off shall have recall rights for a period of six (6) months. Employees shall be recalled in the reverse order of layoff.

E. Newly created or vacant positions shall be offered to employees in the bargaining unit in accordance with their seniority, providing the employee can perform the available work. The job shall be posted for ten (10) working days.

ARTICLE 18
GENERAL TERMS

A. It is agreed that per the previous July 1, 2001 – July 1, 2004 Contract, the pension plan, Workers' Compensation and other benefit programs shall remain in effect.

1. The Employer shall make payment to an employee who is out of work due to a Workers' Compensation illness or injury incurred during employment of the Town which shall be equal to the regular weekly wages paid by the Town less the amount of the Workers' compensation benefit, for a maximum of fifteen (15) months from the date of injury. Vacation and sick time shall not accumulate when an employee is on Workers Compensation leave that exceeds ninety (90) days.

B. For emergencies such as storms and snowplowing, before outside contractors are called to perform that work, the Town must offer overtime work to the bargaining unit employees, providing such employees are available and are able to perform that work.

C. There shall be a Safety Committee consisting of two (2) members of the bargaining unit and two (2) members of management that shall operate in accordance with the

Occupational Safety and Health Act of 1970.

D. The Town reserves the right to implement, supervise and provide procedures, including time clocks, to ensure that accurate records of hours worked daily and weekly are maintained.

E. The Town shall provide each employee with an annual shoe reimbursement of up to $150 per year payable upon receipt of purchase copy for safety shoes in July of each year. Effective July 1, 2019 the annual shoe reimbursement shall be increased to $200.

F. The Town will post safety classes as soon as they are scheduled so that employees can assure attendance.

G. For those employees who are required to maintain a Commercial Driver's License ("CDL") the Town shall arrange and pay for the required physical examination to be performed by the Town's health care provider. If an employee wishes to use his/her personal or other physician, the employee shall be responsible for the cost of the examination.

H. Effective July 1, 2019, Employee may earn up to 24 hours of compensatory time in a fiscal year (e.g. 12 hours of double time would equal 24 hours of compensatory time). The compensatory time limit may not be replenished in fiscal year. Compensatory Time must be used within sixty (60) days of when the time was earned or the end of fiscal year, whichever comes first. If the time is not used prior to the end of the fiscal year, the employee will be paid for the time. Effective July 1, 2020, Town may, with notice to Union, reduce time period to use compensatory time to thirty (30) days if it determines there is a problem with implementation. The date of the use of compensatory time must be mutually agreed between the employee and the Town.

I.

ARTICLE 19
PAYMENT OF WAGES

A. The Employer agrees to deduct from the wages of its employees each pay period an amount designated by each employee in writing on a form supplied by the Credit Union office.

B. For all employees using electronic transfer and for all employees hired after the date of the award in Case No.: 2008-MBA-206, all wages due an employee hereunder shall be paid via electronic transfer ("direct deposit") to a depository institution designated by the employee.

ARTICLE 20
PROBATIONARY PERIOD

No employee shall attain seniority or other rights or benefits under this Agreement until he/she

has been continuously on the payroll of the Town for a period of one hundred twenty (120) days. During such period, he/she shall be on probation and may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of employee's probationary period, his/her seniority shall date back to his/her original hiring date. Newly promoted or employees transferred to another position, shall serve a thirty calendar day evaluation period. During that time the employee may request or be informed that he/she is being returned to his/her original position.

ARTICLE 21
TOTAL AGREEMENT

A. This Agreement represents the full and complete agreement of the parties with respect to all matters relative to rates of pay, hours of work and other conditions of employment. The parties agree that there has been full opportunity to bring up for negotiations any matter pertaining to rates of pay, hours of work and other conditions of employment, and that no such matter will be brought up for negotiations during the term of this Agreement, except as allowed by the State.

B. If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

C. There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.

ARTICLE 22
INTENT OF THE AGREEMENT

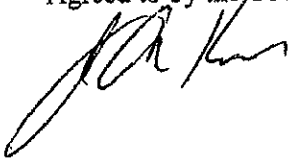
It is agreed to between the respective parties hereto that the Employer, employees and the Union shall endeavor to promote the welfare of the respective parties to this Agreement.

It is agreed that they shall work for the establishment of decent and safe working conditions, service to the community and recognition of their mutual responsibilities.

The Town agrees to furnish safe equipment at all times.

The parties herein mentioned agree that they shall abide by all the Articles and terms of this Agreement from July 1, 2018 of this Agreement, unless the terms hereof specify a different date until June 30, 2021.

Agreed to by the Town:



Charles T. Russell 6-6-19

Agreed to by the Union:

Approved as to Form:

Anthem.

Lumenos

Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2019, contributions can be made to your HSA up to the following:
$3,500 individual coverage
$7,000 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Earn Rewards

If you do this:	You can earn:
• Future Moms for participation and completion	Up to $200
• Healthy Lifestyles online participation	Up to $150
• ConditionCare participation and completion.	Up to $300

Some eligibility requirements apply. See page 2 for program descriptions.

Plus – To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then –

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal $0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility
In Network and Out of Network Providers
$ 2,000 individual coverage
$ 4,000 family coverage

If Needed –

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:
100% for in-network providers
80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers
$ 4,000 individual coverage
$ 6,850 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

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Anthem.

Lumenos

Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a $200 Future Mom's incentive. This includes three milestones: $100 initial enrollment, $50 interim, and $50 postpartum; timing and rules apply.
Healthy Lifestyles Online: Each adult family member can earn up to $150 each year. Members earn a $50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.
Enroll in ConditionCare: (Incentive $100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.
Graduate from ConditionCare: (Incentive $200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:
Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision, hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:
Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services subject to an unlimited number of visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)	Mail Order (90 day supply)
$10 Tier 1 copayment	$10 Tier 1 copayment
$25 Tier 2 copayment	$50 Tier 2 copayment
$40 Tier 3 copayment	$80 Tier 3 copayment

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Anthem.

Lumenos

Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.

Anthem.

Lumenos

In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent Licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

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