

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

*the*

**Town of Granby**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Local 424 - Unit 49  
Granby DPW**

**July 1, 2020 through June 30, 2023**

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## **Preamble**

This Agreement is entered into by and between the Town of Granby, hereinafter referred to as the "Town" and the United Public Service Employees Union, hereinafter referred to as the "Union."

When necessary to the meaning hereof either the masculine or the neuter pronoun shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall be deemed to include the plural.

## **Article 1 - Recognition**

1. The Town of Granby herein recognizes the United Public Service Employees Union, as the exclusive bargaining representative of the Public Works employees specified in the Connecticut State Board of Labor Relations Decision Case No. ME-29637.
2. If the Town shall create any new job classifications during the life of this agreement that might be appropriately classed as positions in the bargaining unit, it shall notify the Union, so as to reach a mutual determination regarding inclusion in or exclusion from the bargaining unit.

## **Article 2 - Non-Discrimination**

1. The Town and the Union mutually agree to treat all bargaining unit members equally and not to discriminate on the grounds of race, color, creed, religion, sex, national origin, age, physical or mental handicap.
2. Nothing in this contract is intended to violate equal employment opportunity laws and regulations to which the Town and Union are subject.

## **Article 3 - Union Rights**

1. The Town agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works for the exclusive use of the Union. The bulletin board space shall be for Union information only.
2. Representation:
  - a) A representative shall be designated by the Union for the purposes of adjusting grievances and shall be granted a reasonable amount of time without loss of pay. The Town shall be notified of the appointment.
  - b) The Union shall designate up to three (3) people for the purposes of meeting with the Town in negotiations relating to any renewal or reopener under this contract. Said persons shall be granted a reasonable amount of time off, without loss of pay, to attend such negotiations if scheduled during their regular work period.
3. The Town shall make available to each employee a copy of the Agreement within thirty (30) days after its signing. New employees shall be given a copy of this Agreement at the time of hire.

4. Upon receipt of individual written authorization from bargaining unit members, the Town agrees to deduct the weekly dues from earned wages during the pay period and to remit same to the Union, together with an itemized statement each pay period, to the Union. Such deductions shall be discontinued in the event of termination of the employee's services or upon his/her written/voluntary request.

The Town will upon hiring any new employees, direct such employee to the current local union president for information regarding union benefits and dues schedule.

5. The Union agrees to indemnify, save and hold the Town harmless from any claims, suits, losses, damages or expenses arising out of or in any respect related to the application of this Article.

#### **Article 4 - Management Rights**

Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of service to be offered by the Town; determine the standards of selection of employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; determine the method, means and personnel by which the Town's operations are to be conducted; determine the content of job and position classifications; exercise complete control and discretion over its organization and the technology of performing its work and fulfilling of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Town Manager by virtue of statutory and charter revisions and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this Agreement.

#### **Article 5 - No Strike, No Lockout**

1. During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation authorized by the Union, nor shall there be any lockout by the Town in any part of the Town's operation.

#### **Article 6 - Seniority**

1. The Town shall prepare a list of all employees as defined in Article I showing their seniority in length of service with the Town. Seniority shall continue to accrue during authorized absences. Upon completion of their probationary period, new employees shall be added to this list. There shall be 2 seniority lists: Full-Time and Part-Time. Full-Time shall have more seniority than Part-Time.
  - a) The name of the Union President shall be provided to the Town in writing. A Union President who has successfully completed probation and has served as President for at least six months shall be deemed to have the highest seniority for the purposes of layoff.

## **Article 7 - Probationary Period**

New employees shall serve a probationary period of six (6) months. The six (6) month probationary period shall begin with the first day of employment with the Town of Granby for all workers covered under the Agreement. There will be three (3) performance evaluations given at two (2), four (4) and six (6) months. Probation may be extended up to one year in time.

1. Current employees who are appointed to a new position shall not lose any seniority rights under the provisions of this contract. All employees after completion of the probationary period shall acquire a length of service record as of the date of their employment. New employees on probation shall not have any rights under the Grievance procedure of this contract and may be disciplined or discharged during the probationary period at the Town's discretion.

## **Article 8 - Vacancies**

1. Job vacancy is defined as an opening created by death, retirement, resignation, dismissal or transfer, or the creation of a new position in the bargaining unit.
2. All vacancies and new positions in the bargaining unit that the Town intends to fill shall be posted for a period of fourteen (14) calendar working days.
3. Vacancies shall be filled based on seniority, qualifications, and competence to perform the work from members within the bargaining unit. The Town reserves the right to hire from outside the bargaining unit if no qualified employee applies from within the bargaining unit.
4. An employee who is promoted shall be placed at the lowest step in the higher grade which produces a pay increase. The promoted employee will be on probation for up to six (6) months and if not acceptable, shall be returned to their previous grade and step. There shall be (3) performance evaluations given at two (2), four (4) and six (6) months. Promoted employees on probation shall not have any rights under the Grievance procedure of this contract regarding being returned to their previous grade and step.

## **Article 9 - Hours of Work/Overtime**

1. The regular hours of work for full-time employees of the bargaining unit shall be as follows:
  - a) The regular workweek shall be from Monday through Friday unless otherwise stated in a specific job description or herein. A regular workweek shall include any paid sick time, personal time, holiday time, or any other paid absence or time off under the terms of this contract. The regular workday for Public Works employees shall be eight and one-half (8 ½) hours including a one-half (1/2) hour lunch break (unpaid). The work schedule shall be for fifty-two (52) weeks per year. Full-time Public Works employees shall be allowed one paid fifteen (15) minute rest period during the workday.
2. Consistent with section one of this article, time and one-half shall be paid for:
  - a) All authorized work performed in excess of a regular forty (40) hour week.
  - b) Part-time employees who work on a holiday.

3. Double time shall be paid to full-time Public Works employees for:
  - a) All authorized work performed on Sunday over a regular forty (40) hour week.
  - b) All authorized work performed on a paid holiday in addition to the pay for the holiday as provided by Article 17 of this Agreement over a regular forty (40) hour week.
  - c) All authorized work performed on a scheduled vacation day in addition to the pay for the vacation day.
4. Compensatory Time.
  - a) Public Works Employees. Upon written request, on forms to be provided by the Town, the Director of Public Works may permit the use of compensatory time off in lieu of pay for overtime. No one can have more than twenty-four (24) hours per calendar year on the books at any time.
5. It is understood that employees should have a reasonable expectation of working a regular schedule and shift. Consequently, the employer shall not reschedule or change an employee's shift or days off for the purpose of avoiding overtime.
6. Rest Break Policy/Storm Emergency.

Employees will be paid at the applicable rate for four (4) hours rest after working sixteen (16) hours consecutively, if employees are required to work after the four (4) hour rest period.
7. All employees shall receive three (3) weeks written notice of any change in the established workweek, excepting emergencies.
8. Any employee assigned to work outside of their grade for more than thirty continuous days shall receive temporary service in the higher grade starting on the thirty first day and will be paid for such work retroactive to the first day of such work at the rate of the higher grade as if promoted thereto until the assignment is relieved.
9. If an employee is scheduled to be out of work for any reason, that employee shall be unavailable for the entire twenty-four hours in that day; the employee will not be called in for any reason unless prior arrangements have been made.
10. The parties agree that the Director of Public Works will attempt to accommodate reasonable requests submitted by the Union President to his/her Supervisor to modify the workweek for Public Works employees due to hot weather from the first day of June until the last day of September.
11. During the period of December 1<sup>st</sup> to April 1<sup>st</sup>, each Public Works employee shall be entitled to up to three (3) weekends off, provided two (2) weeks notice is given to the Department Head or his designee.
12. In the situation of scheduled overtime, where a worker is notified in advance that they need to report early for their shift or stay late after their shift, the employee is not entitled to call-in pay. The employee will be entitled to overtime rates if applicable, for the actual time working prior to or after his/her regular duty hours.

## **Article 10 - Call Out Schedule**

1. Emergency call out for Department of Public Works shall be done first by a rotating sign-up list of volunteers. If there are no volunteers, employees shall be called-in for emergencies on a rotating manner, beginning with the least senior employee. A copy of the rotating list(s) shall be provided by management and posted by the Union on the Union bulletin board. Management shall update the list(s) weekly, provided at least one employee has worked voluntary overtime since the last time the list was provided. The list(s) shall reset in April and September every year. This provision shall not be interpreted to permit a mandatory on-call list or a standby requirement for employees.
  - a) If an employee is called for work during an emergency situation and is unable to report, a reasonable explanation will be provided.
2. From the first week of December through the last week of March, employees may be contacted at times outside of their normal working hours to perform snow and ice removal. Each employee shall provide his/her supervisor with a telephone number (or numbers) by which he/she can be reached during those months.
  - a) If an employee has prior knowledge that he/she will not be available for call-in during a particular hour, day, or week, he/she shall notify his/her supervisor.

## **Article 11- Call-in**

1. In the event an employee is called in to work prior to the start of his/her shift or after his/her shift ends, he/she shall be paid for a minimum of three (3) hours work. However, if the call is less than two (2) hours prior to the start of his/her shift, the employee will be paid from the time the call was received.
2. Department of Public Works' employees shall be paid from the time the initial call-in was received.
3. Response to call-in. Employees are to arrive at their designated location within a reasonable amount of time.

## **Article 12 - Layoff & Recall**

1. The employer shall do layoff or reduction in employees by classifications (classifications meaning public works employees). For the purposes of this article, there shall be two seniority lists: one for full-time employees and one for part-time employees, with full-time employees having more seniority than part-time employees.
2. Employees who are laid off shall be placed on the recall list for two years. Reinstatement shall be in order of seniority. No union-eligible person shall be newly employed in a classification that includes an individual on the recall list until all persons on the recall list in that classification have been notified by certified return receipt mail sent to the individual's last known address and either declines or fails to respond to a recall opportunity within fourteen (14) calendar days of mailing.

3. When it becomes necessary for the Town to reduce the work force, the Town shall give not less than twenty-one (21) calendar days written notice to the affected employees. During that time, the Town and the Union shall meet to discuss the possible alternative proposals to avoid the layoff.
4. Any employee who was recalled and accepts an offer of re-employment under the provisions of this Article shall begin such re-employment with all unused sick days that were accrued at the time of layoff, unless the employee elected payout for the sick leave at time of layoff. Further, seniority shall not be broken during the recall period; however, seniority shall not accrue while an employee is on layoff.

### **Article 13 - Performance Evaluation**

1. The employee shall be given a copy of any performance evaluation, which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employee.
2. Prior to issuing an overall unsatisfactory performance evaluation, supervisors shall counsel the employee on any deficiency. When the employee is rated "unsatisfactory" in any performance criteria, the rating supervisor shall state in writing the reasons why.

### **Article 14 - Job Descriptions**

1. The Town shall provide up to date job descriptions for all bargaining unit members.

### **Article 15 - Leave Provisions**

1. Training and Development. Town shall strive, within budgetary limits, to provide for the professional development through related school and conferences for their employees. Upon approval of the Town Manager, employees enrolling in college level courses related to professional employment within the Town at an accredited college/university shall have the Town pay for the cost of tuition and related fees. Employees once paid may be subject to reimbursing the Town if the employer or employee terminates employment within two years following payment or if they don't receive a C or passing grade.
2. Personal Leave. Each bargaining unit employee may be granted four (4) days leave per year at the employee's current wage, provided that any such day taken shall be for reasons of legitimate business (other than rest, relaxation, entertainment, other vacation pursuits, illness, or injury) and confidential reasons requiring the absence of the employee. Reason must be noted on a Personal Action Request form. Such leave shall be taken in segments of no less than one half (1/2) day and shall be so charged. Other arrangements may be made upon request provided no additional cost is incurred.
3. The Town shall, upon reasonable advance notice, permit two employees whom the Union designates, to use personal leave to attend a one-day training session per contract year.
4. Sick Leave. Each full-time employee shall be entitled to sick leave with full pay which shall accrue at the rate of one and one-quarter (1¼) working days per month, up to one hundred fifty (150) days. Each employee in the bargaining unit shall be notified of the employee's



accumulated sick leave, within the first quarter of each fiscal year. Sick leave may be used in the event of personal illness or physical incapacity.

- a) No employee shall be granted sick leave with pay for any period of absence unless the employee notified his/her immediate supervisor or department head of his absence and the cause thereof before the expiration of the first hour of absence or as soon thereafter as practical.
  - b) If an employee is out of work for more than three (3) consecutive working days, the Town may require a physician's certificate as to the nature and disabling aspects of the illness or injury.
  - c) A sick day may be used when the serious illness of a member of the employee's immediate family requires his/her personal attendance, provided that leave for this purpose shall not exceed three (3) working days per calendar year. The supervisor may require a medical certificate at his or her discretion.
  - d) Any employee, upon retirement, shall receive, on the basis of the employee's current wages, fifty (50) percent of any unused sick leave as severance pay.
  - e) In the event of an employee's death, the employee's spouse and/or minor children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulated sick leave.
  - f) Any employee who terminates employment in good standing and has provided the Town with two (2) weeks notice, or whose position is eliminated with the Town, shall receive, on the basis of the employee's current wages, twenty-five (25) percent of all unused accumulated sick leave for less than ten (10) years of service, thirty (30) percent of all unused accumulated sick leave for ten (10) to fourteen (14) years of service, and fifty (50) percent of all unused accumulated sick leave for fifteen (15) or more years of service.
5. Jury Duty. Employees shall be entitled to full pay at their base rate for absence because of jury duty, provided that reimbursement for same and regular pay together does not exceed an employee's regular wage. Employee must provide proof of juror service to be eligible for pay.
  6. Military leave will be granted to employees as provided by Federal Law.
  7. Bereavement Leave. Up to three (3) days leave with pay per occurrence shall be granted to an employee for death in the immediate family of the employee, or the immediate family of the employee's spouse. Immediate family for purposes of this clause is defined as: parents, grandparents, spouse, brother, sister, child, stepchild, son-in-law, daughter-in-law, or grandchild, and any relation who is domiciled in the employee's household. In the event of bereavement during an employee's vacation period, the employee may request the option of charging the days to the employee's bereavement leave.
  8. In exceptional cases, and solely at the Town's discretion, the Town may grant additional leave with pay. Request for additional leave should be in writing and must be signed by the employee. The denial of such additional leave with pay shall not be grievable.

9. Whenever an employee is absent from work as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the employee shall receive the workers' compensation payment and, at the election of the employee, a supplement so that the employee receives full pay, provided that in such cases the leave shall be charged to his/her annual or accumulated sick leave on a pro rata basis. Such period shall not exceed the compensable period for worker's compensation.

## **Article 16 - Vacations**

1. The employee's anniversary date of hire will be used to determine the amount of vacation time due. Full-Time employees shall be entitled to vacations with pay at the employee's base pay on the following basis:
  - a) Ten (10) days of vacation each year for employees with one (1) year through five (5) years of full-time service.
  - b) Fifteen (15) days of vacation each year for employees with five (5) years of full-time service but less than ten (10) years.
  - c) Twenty (20) days of vacation each year for employees with ten (10) years of full-time service but less than twelve (12) years.
  - d) Twenty-one (21) days of vacation each year for employees with twelve (12) years of full-time service but less than fourteen (14) years.
  - e) Twenty-two (22) days of vacation each year for employees with fourteen (14) years of full-time service but less than sixteen (16) years.
  - f) Twenty-three (23) days of vacation each year for employees with sixteen (16) years of full-time service but less than eighteen (18) years.
  - g) Twenty-four (24) days of vacation each year for employees with eighteen (18) years of full-time service but less than twenty (20) years.
  - h) Twenty-five (25) days of vacation for employees with twenty (20) years of service or more.

During the period of December 1st to April 1st, two Public Works employees shall be allowed to be on vacation at the same time.

2. Public Works part-time employees who work a minimum of 750 hours per anniversary year shall receive 2 weeks of paid vacation per year.
3. Each full-time employee shall be allowed to accumulate up to twenty-five (25) vacation days.
  - a) Pro-rata accumulated vacation pay from the date of hire to the end of the current month shall be granted to an employee in the event the employee terminates service with the Town, providing the employee gives the Town at least two (2) weeks advance written notice of said employee's desire to terminate.
4. In the event of an employee's death, the employee's pro-rata accumulated vacation pay will be paid to the employee's beneficiary listed on the Group Life Insurance Plan signed by the employee and on file with the Town at the time of death.
5. In the event of illness of more than three (3) days duration during an employee's vacation period, the employee shall be given an option of charging the sick days to the employee's sick leave, provided a doctor's certificate verifies illness, subject to the approval of the Town Manager.

6. Requests for vacation must be made in writing at least one (1) week prior and are subject to approval by the Town Manager or designee.

Department of Public Works' employees may request one (1) or two (2) days vacation time (at least a half day of vacation must be taken) with less than twenty-four (24) hour notice, with the approval of the Department Head.

7. The decision for granted time off for Public Works Employees for Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day will be decided by November 1<sup>st</sup> of that year.
8. Any employee who has accrued a minimum of fifteen (15) accumulated vacation days will have the option of being paid for a maximum of five (5) days in any fiscal year in lieu of taking such vacation time.

## **Article 17 - Holidays**

1. The following thirteen (13) holidays shall be observed as days off with full pay:

|                  |                            |
|------------------|----------------------------|
| New Year's Day   | Martin Luther King Day     |
| President's Day  | Good Friday                |
| Memorial Day     | Independence Day           |
| Labor Day        | Veteran's Day              |
| Thanksgiving Day | Day After Thanksgiving Day |
| Christmas Day    | Two (2) floating holidays  |

2. Whenever any of the holidays listed above occur while an employee is out on extended sick leave of ten consecutive work days, the employee may charge the day to sick leave, in which case the employee shall be entitled to take a day off at a later date to compensate for the holiday. If the employee chooses to take a day off at a later date, the date selected shall be subject to mutual agreement between the employees' immediate superior and the employee. If a subsequent time off is not possible, the employee shall be paid for the day at the employee's regular rate.
3. If not designated by the Town Manager, floating holidays shall be taken at the convenience of the employee with the consent of the employee's immediate supervisor. Request for a floating holiday must be made in writing at least two (2) weeks prior to the holiday.
4. Department of Public Works' employees will be notified by July 1<sup>st</sup> of each year whether a holiday shall be celebrated on Monday or Friday.
5. Holidays falling on a Saturday or Sunday shall be celebrated either the proceeding Friday or following Monday at the discretion of the Town Manager; except that the Town Manager may designate that Holidays falling on a Saturday be observed on that Saturday for employees who work on Saturdays.

## **Article 18 - Insurance and Pension**

1. The Town shall continue to provide, and effective July 1, 2020 the full-time employee shall contribute 16% of the premium equivalent rate for, the following insurance plans or equivalent for full-time employees and their dependents. Full-time employees shall

contribute 17.0% of the premium equivalent rate for, the following insurance plans or equivalent for full-time employees and their dependents effective July 1, 2021. Full-time employees shall contribute 18% of the premium equivalent rate for the following insurance plans or equivalent for full-time employees and their dependents effective July 1, 2022.

- a) Medical insurance coverage within the “Anthem PPO” plan and dental insurance coverage within Delta Dental as presently in force.
  - 1. Office visit co-pay shall be \$15 per visit. Prescription co-pays shall be \$5 for mail in, \$8 for generic drugs, and \$10 for brand name drugs. Employees may also participate in pre-tax deductions as may be permitted under Section 125 of the IRS code.
- b) The Town shall reimburse each employee up to \$250 per calendar year toward the purchase of eyeglasses or contact lenses for the employee only. The Town shall reimburse each employee up to \$1,800, as a lifetime limit, toward the cost of laser corrective surgery for the employee only. Such reimbursement toward surgery will not pertain to any surgery that occurs within the same calendar year in which the employee has received any reimbursement from the Town toward eyeglasses or contact lenses. Employees shall not be reimbursed more than \$1,800 in total during the employee’s service career in the Town for any such surgery. Once an employee has received any Town reimbursement toward any surgery, that employee shall not receive any reimbursement toward eyeglasses or contact lenses during the remainder of the employee’s service career in the Town. Employees shall not be reimbursed for any eyeglasses, contact lenses, or surgery referenced herein absent the submission of a statement for services rendered, including the date services were rendered, from an optician, optometrist, or other eye care physician.
- c) The Town shall provide the following insurances at no cost to the employees:
  - 1) Group Life Insurance based upon two (2) times the employee’s annual salary, with double indemnity (employee only).
  - 2) Long term disability insurance plan (employee only).
- d) The Union agrees to work cooperatively with the Town in an effort to contain costs for insurance coverage wherever possible. The Union agrees to work cooperatively toward a managed care program.
- e) Waiver. The employee may elect to waive all group health insurance benefits and, in lieu thereof, be remunerated in the amount of \$1,500.00 per annum provided the employee was eligible for single coverage, in the amount of \$2,500.00 per annum provided the employee was eligible for employee plus one coverage, and in the amount of \$3,500.00 per annum provided the employee was eligible for family coverage. Such remuneration shall be paid retroactively to the employee on a pro rata basis twice per year, on or about December 1 and June 1. Employees electing this option shall be able to change their options on July 1 for any reason and not more than one time during each fiscal year, unless there has been a significant change in the employee circumstances such as divorce, death of spouse, etc., which warrants such change in option. A request for change must be presented in writing to the Town Manager at least 60 days prior to the beginning of the month in which the change is to take effect. Upon receipt of the

revocation of the waiver, coverage by the insurer shall be subject to regulations that may be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier. The Town may require written proof of alternate coverage by the employee and/or family as a precondition to the election of this option.

- f) The Town reserves the right to require a physical examination at the Town’s expense for determination of fitness for duty.
  - g) Retired employees may purchase medical insurance within the “Anthem PPO” plan and dental insurance coverage within Meritain Health as presently in force at their own expense under the Granby insurance group rate as long as their coverage is uninterrupted and does not cause adverse effect on the group’s experience as determined by the Town. Once a retired employee is eligible for Medicare, the town’s insurance will be supplemental if the employee wishes to continue participation. If the insurance carrier rejects the continuance of any Granby retiree as a member of the Granby insurance group, the Town will not be liable for continuing coverage in any other manner.
2. Effective July 1, 2021, employees will have a choice of two health insurance plans, a Preferred Provider Option (“PPO”) and a High Deductible Health Plan (“HDHP”). Employees may also participate in pre-tax deductions as may be permitted under Section 125 of the IRS Code. See Schedule B for the plan summary.
- a) Effective July 1, 2021, the Town shall continue to offer a PPO and an optional HDHP with an HSA contribution to all bargaining unit members.
  - b) An Open Enrollment period will be held annually on each July 1.
  - c) Members will be able to select individual, two person or family plan options.
  - d) Employee premium sharing contributions to these insurance options are shown below:

|             | <b>2020-2021</b> | <b>2021-2022</b> | <b>2022-2023</b> |
|-------------|------------------|------------------|------------------|
| <b>PPO</b>  | 16%              | 17%              | 18%              |
| <b>HDHP</b> | N/A              | 15%              | 15%              |

- e) The Town will contribute 75% for an employee, an employee plus one or family plan in fiscal year 2021-2022 and 50% for an employee, an employee plus one or family plan in fiscal year 2022-2023. Funding shall be made in full in July into an HSA of the employees choosing. Employees will assume responsibility for all fees associated with their HSA. It is understood that the Town has no obligation to fund any portion of the HSA deductible for the HDHP after the employee has left the Town’s employ.

The Town and Union agree to meet before March 15, 2022 to discuss the option of joining the SPP 2.0 Healthcare Plan.

### 3. Pension

- a) Retirement benefits shall be as provided to full-time employees by ordinance adopted November 10, 2003. Effective upon ratification and approval, all new employees will join the Defined Contribution Plan. The employee will pay 7% and the employer will match 7%. Employees already enrolled in the Defined Contribution Plan will also contribute 7%, which the employer will match.
- b) 457 Deferred Compensation. The Town agrees to make the appropriate deduction for employees who participate in a 457 deferred compensation program. The Town shall determine the total number of programs that are available to employees.

## **Article 19 - Disciplinary Action**

1. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.
2. All disciplinary actions may be appealed through the established grievance procedure.
3. Except in the case of emergency, notification of all suspensions and discharges shall be made in writing with reasons stated and a copy given to the employee and the Union at the time of suspension or discharge.
4. Discipline of an employee shall be done in a private manner when practical.
5. The severity of the disciplinary action to be taken shall depend on the seriousness of the employee's violation. Disciplinary action shall be administered in a progressive manner, shall not be limited to the following, and need not follow this order depending on the seriousness of the infraction of the employee;
  - a) documented oral warning;
  - b) written warning;
  - c) suspension with or without pay;
  - d) discharge.
6. Any documented oral or written warning shall not be used as progressive discipline if it is over two years old unless there is a reoccurrence of similar discipline. However, any prior discipline will apply in the event other discipline is imposed within the two-year period.
7. No new disciplinary material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material).
8. If the employee decides during a potential disciplinary interview he/she needs a representative, the meeting shall come to a close. The union will work to obtain a representative as soon as possible.

## **Article 20 - Uniforms/Clothing/Shoes/Commercial Driver's License or Exams**

1. Public Works employees shall be provided uniforms upon hire. Unsatisfactory uniforms shall

be replaced or repaired, at no cost to the employee. The employee will tag such garments for repair or replacement and provide the garment to management. The Town may employ a uniform service to supply Public Works employees with uniform clothing and repair. Effective upon ratification and approval, all Public Works employees shall receive reimbursement up to \$200 for safety shoes/boots from the approved list.

2. Eyewear or personal items that are damaged under unusual circumstances while the employee is in the course of performing his/her responsibilities shall be replaced by the Town to a maximum of \$300 to the extent that such damage is due in no part to employee negligence.
3. The Town agrees to pay for 50% of DOT Physical Exam for maintaining the CDL endorsement.

### **Article 21 - Volunteer Fire and Ambulance Duty**

1. Any full-time Department of Public Works bargaining unit employee who is a member of the Volunteer Fire Department or Volunteer Ambulance Association shall be released upon approval by their immediate supervisor from work without loss of pay or benefits to respond to emergencies.

### **Article 22 - Mileage Reimbursement**

1. An employee authorized to drive their own vehicle for Town business shall be compensated at the IRS rate.

### **Article 23 - Grievance Procedure**

A grievance shall be defined as a claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of the specific provisions of this agreement. Grievances shall be settled in the following manner:

The establishment of the steps for the formal handling of grievances shall not prohibit or discourage discussion between an employee and his supervisor of any matter arising out of the employee's relationship with the Town. An employee with a potential grievance shall meet with a supervisor in an attempt to clear up any misunderstandings and attempt to resolve the issue amicably. If unable to come to a resolution, the employee may proceed to step 1.

Step 1. The aggrieved employee shall present in writing the grievance or dispute to their immediate supervisor within fourteen (14) calendar days of the date of the grievance or his knowledge of its occurrence. The written grievance shall include a statement of the grievance and facts involved, the alleged violation of the agreement, and the remedy requested.

Within fourteen (14) calendar days after the supervisor receives such grievance, a meeting shall take place with the grievant and a union representative (if requested by the grievant) for the purpose of adjusting or resolving such grievance. The supervisor shall render a decision within fourteen (14) calendar days after the hearing.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Director of Public Works within fourteen (14) calendar days after the supervisor's response is received.

Within fourteen (14) calendar days after the Director of Public Works receives such grievance, a meeting shall take place with the grievant and a union representative (if requested by the grievant) for the purpose of adjusting or resolving such grievance. The Director of Public Works or a designated representative shall render his decision in writing within fourteen (14) calendar days after the hearing.

Step 3. If the grievance has not been settled, it shall be appealed to the Town Manager within fourteen (14) calendar days after the decision of the Director of Public Works, or the designated representative is received. Within fourteen (14) calendar days after the Town Manager receives such grievance, he or his designated representative shall arrange to and shall meet with the grievant and a union representative, if requested, for the purpose of adjusting or resolving such grievance. The Town Manager or his designated representative shall render a decision within fourteen (14) calendar days after the hearing.

Step 4. If the grievance has not been settled, the union may submit said grievance to arbitration. Either party shall have the option to choose either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association; however, if either party chooses A.A.A., then the cost of the arbitrator shall be equally shared. The decision of the arbitrator(s) shall be final and binding.

Any arbitrator shall be limited to ruling on interpretations as to the application or meaning of the terms of the Agreement, and shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

Failure by the Union at any step to appeal within specified time limits shall be considered acceptance of the last decision rendered. Failure of the Town to render a decision within the specified time limits shall be grounds for appeal to the next step. The time limits specified herein may be extended by written agreement.

Neither the Town nor the union shall object to the use by either party of a public stenographer or a mechanical recording device at Step 4 of this procedure.

All answers at any stage of this procedure shall be in writing to the grievant and union.

The Union and the Town may take appropriate steps to combine grievances, which they agree arise out of the same subject or event in order to avoid the necessity of processing and hearing several grievances. It is understood that decisions and remedies in such combined cases may vary based on the facts of each case.

Probationary employees shall have the same right to union representation as have permanent employees at disciplinary meetings and throughout this grievance procedure, but probationary employees shall have no access to the grievance procedure in cases of dismissal.

In the event an employee voluntarily terminates employment with his position in the Town, any grievances pending shall become void. This will not affect the remaining people in a combined grievance.

## **Article 24 - Wages and Longevity**

1. Longevity. Each full-time employee shall receive in a separate paycheck additional



compensation for years of service as follows:

|          |   |       |
|----------|---|-------|
| 10 years | - | \$250 |
| 20 years | - | \$500 |
| 30 years | - | \$750 |

2. General Wage Increase:

|           |                                                       |
|-----------|-------------------------------------------------------|
| 2020-2021 | 2.0% above current rates, retroactive to July 1, 2020 |
| 2021-2022 | 2.0% above current rates                              |
| 2022-2023 | 2.75% above current rates                             |

## **Article 25 - Savings Clause**

If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this agreement shall not be affected thereby. Either party may notify the other party in writing of its desire to bargaining collectively over any invalidated articles, sections, clauses, or phrases. Neither party is obligated to participate in any such negotiations.

## **Article 26 - Duration**

1. This agreement shall be effective from July 1, 2020 through June 30, 2023. This Agreement shall remain in full force and be effective during the period of negotiations.
2. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement. Negotiation sessions shall commence on or about January 2023, with an expected completion date of June 30, 2023. This agreement shall not otherwise be terminated except by mutual consent of both parties.
3. This agreement, upon ratification, supersedes and cancels all prior practices, memoranda, understandings and agreements, whether written or oral, unless expressly stated to the contrary and included in writing herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for this term.

## Schedule A - Wages

Based upon successful evaluation, which shall include attendance and supervisor recommendation, each employee shall receive wages according to the attached schedules. Evaluations will be completed prior to an employee's anniversary date. Each employee shall receive a step increase following the first pay period of the anniversary date of employment. However, if an employee receives a promotion, this date becomes the employee's new anniversary date only in relation to future step increases. Only step increases shall be based upon successful evaluation. Yearly general wage increases shall be automatic.

Part-time employees shall receive wages according to the following schedules for their position.

| <b>2020 - 2021 PAY PLAN (2%)</b>         |                        |             |         |         |         |         |
|------------------------------------------|------------------------|-------------|---------|---------|---------|---------|
| <b>Non-Exempt Hourly (40 Hours/Week)</b> |                        |             |         |         |         |         |
| Pay Grade                                | Position Title         | Hourly Wage |         |         |         |         |
|                                          |                        | A           | B       | C       | D       | E       |
| GM-2                                     | Maintainer II          | \$24.29     | \$25.71 | \$27.08 | \$28.46 | \$29.89 |
| GM-3                                     | Maintainer III         | \$26.37     | \$27.90 | \$29.42 | \$30.94 | \$32.46 |
| GM-4                                     | Maintainer IV/Mechanic | \$28.14     | \$29.73 | \$31.31 | \$32.93 | \$34.53 |
| GM-5                                     | Maintainer V           | \$30.35     | \$32.06 | \$33.77 | \$35.51 | \$37.21 |

|              |           |           |         |  |  |  |
|--------------|-----------|-----------|---------|--|--|--|
| Public Works | Part Time | 2020-2021 | \$17.48 |  |  |  |
|--------------|-----------|-----------|---------|--|--|--|

| <b>2021 - 2022 PAY PLAN (2%)</b>         |                        |             |         |         |         |         |
|------------------------------------------|------------------------|-------------|---------|---------|---------|---------|
| <b>Non-Exempt Hourly (40 Hours/Week)</b> |                        |             |         |         |         |         |
| Pay Grade                                | Position Title         | Hourly Wage |         |         |         |         |
|                                          |                        | A           | B       | C       | D       | E       |
| GM-2                                     | Maintainer II          | \$24.78     | \$26.22 | \$27.62 | \$29.03 | \$30.49 |
| GM-3                                     | Maintainer III         | \$26.90     | \$28.46 | \$30.01 | \$31.56 | \$33.11 |
| GM-4                                     | Maintainer IV/Mechanic | \$28.70     | \$30.32 | \$31.94 | \$33.59 | \$35.22 |
| GM-5                                     | Maintainer V           | \$30.96     | \$32.70 | \$34.45 | \$36.22 | \$37.95 |

|              |           |           |         |  |  |  |
|--------------|-----------|-----------|---------|--|--|--|
| Public Works | Part Time | 2021-2022 | \$17.83 |  |  |  |
|--------------|-----------|-----------|---------|--|--|--|

| <b>2022 - 2023 PAY PLAN (2.75%)</b>      |                        |             |         |         |         |         |
|------------------------------------------|------------------------|-------------|---------|---------|---------|---------|
| <b>Non-Exempt Hourly (40 Hours/Week)</b> |                        |             |         |         |         |         |
| Pay Grade                                | Position Title         | Hourly Wage |         |         |         |         |
|                                          |                        | A           | B       | C       | D       | E       |
| GM-2                                     | Maintainer II          | \$25.46     | \$26.94 | \$28.38 | \$29.83 | \$31.33 |
| GM-3                                     | Maintainer III         | \$27.64     | \$29.24 | \$30.84 | \$32.43 | \$34.02 |
| GM-4                                     | Maintainer IV/Mechanic | \$29.49     | \$31.15 | \$32.82 | \$34.51 | \$36.19 |
| GM-5                                     | Maintainer V           | \$31.81     | \$33.60 | \$35.40 | \$37.22 | \$38.99 |

|              |           |           |         |  |  |  |
|--------------|-----------|-----------|---------|--|--|--|
| Public Works | Part Time | 2022-2023 | \$18.32 |  |  |  |
|--------------|-----------|-----------|---------|--|--|--|

## Schedule B - Health Insurance Plan Summary

|                                                       | <u>Current PPO</u>            | <u>Proposed HDHP</u>                          |
|-------------------------------------------------------|-------------------------------|-----------------------------------------------|
| <b>IN-NETWORK</b>                                     |                               |                                               |
| Deductible (Individual/Two Person/Family)             | N/A                           | \$2,000 / \$4,000 / \$4,000                   |
| Coinsurance                                           | N/A                           | 100%                                          |
| Out-of-Pocket Maximum (Individual/Two Person/Family)  | \$6,600 / \$13,200 / \$13,200 | \$2,000 / \$4,000 / \$4,000                   |
| Preventive Care                                       | No Charge                     | No Charge                                     |
| Office Visits PCP/Specialist Coinsurance              | \$15/\$15                     | 0% after deductible met                       |
| Inpatient per Admission                               | No Charge                     | 0% after deductible met                       |
| Outpatient Surgical                                   | No Charge                     | 0% after deductible met                       |
| Emergency Room                                        | \$25                          | 0% after deductible met                       |
| Urgent Care                                           | \$25                          | 0% after deductible met                       |
| Diagnostic Test (x-ray blood work)                    | No Charge                     | 0% after deductible met                       |
| <b>Out of Network</b>                                 |                               |                                               |
| Deductible (Individual/Two Person/Family)             | \$100 / \$200 / \$300         | \$2,000 / \$4,000 / \$4,000                   |
| Coinsurance                                           | 20%                           | 20%                                           |
| Out-of-Pocket Maximum (Individual/Two Person/ Family) | \$500 / \$1,000 / \$1,500     | \$4,000 / \$8,000 / \$8,000                   |
| <b>PRESCRIPTION DRUGS - RETAIL</b>                    |                               |                                               |
| Deductible                                            | N/A                           | Subject to Medical Plan Deductible            |
| Out of Pocket Maximum                                 | N/A                           | Subject to Medical Plan Out-of-Pocket Maximum |
| Tier 1                                                | \$8                           | 0% after deductible met                       |
| Tier 2                                                | \$10                          | 0% after deductible met                       |
| Tier 3                                                | \$10                          | 0% after deductible met                       |
| Tier 4                                                | \$10                          | 0% after deductible met                       |
| Out of Network for all Tiers                          | 20% after deductible          | 20% after deductible                          |

**IN WITNESS WHEREOF**, the Parties agree to the terms of this Agreement and set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_.

For the Town of Granby:

For Local 424 - Unit 49, UPSEU

\_\_\_\_\_  
William F. Smith, Jr.  
Town Manager

\_\_\_\_\_  
Kevin E. Boyle  
UPSEU President

\_\_\_\_\_  
Kimi Cheng  
Director of Finance

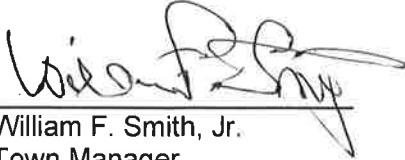
\_\_\_\_\_  
Stuart Young  
Local Union President

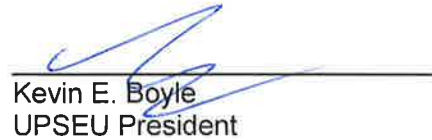
\_\_\_\_\_  
Jeremy A. Powell  
UPSEU- Labor Relations

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and set their hand and seal this 13 day of July, in the year of 2021.

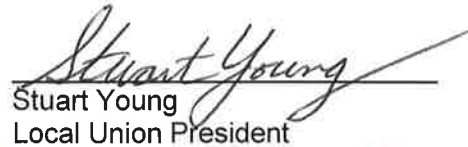
For the Town of Granby:

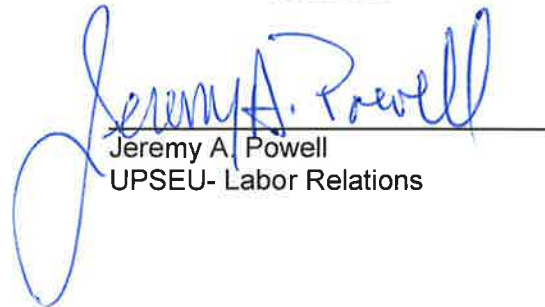
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UPSEU- Labor Relations