

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF MANSFIELD

AND

LOCAL 2001, CSEA, SEIU – Public Works Employees

July 1, 2006 – June 30, 2009

2006-2009
Collective Bargaining Agreement Between
Local 760, Civil Service Employees Affiliates – Public Works, AFL-CIO
(herein referred to as the Union)
and
The Town of Mansfield, Connecticut

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**Collective Bargaining Agreement Between
Local 760, Civil Service Employees Affiliates, AFL-CIO
(herein referred to as the Union)
and
The Town of Mansfield, Connecticut
(herein referred to as the Town)**

**Article I
RECOGNITION**

- 1.1** The Town recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all regular full-time employees of the Public Works Department of the Town excluding the Director, the Superintendent, clerical employees of the Town, part-time employees who regularly perform less than sixteen (16) hours of work per week, seasonal employees and all other Town employees, including employees of the Board of Education.

**Article II
UNION SECURITY**

- 2.1** As a condition of employment, all regular employees in the bargaining unit shall become and remain members of the Union in good standing within thirty (30) days of hire, or, if the employee chooses not to become a member of the Union, then the employee shall pay a service fee.
- 2.2** Any employee who objects to joining or paying a service fee to a labor organization shall pay said service fee to a non-religious charity approved by the Town and the Union. In addition, such objectors shall be charged representation costs incurred by the Union in processing their grievances.
- 2.3** The Town agrees to deduct from the wages of all employees who are members of the Union under this Agreement the monthly dues and initiation fees and submit same to the Financial Secretary-Treasurer of the Local no later than the fifteenth of each month. Prior to such deduction, the Union agrees to submit to the Town a written authorization card duly signed by each individual member authorizing this deduction. This authorization card shall be in accordance with the requirements of applicable law.
- 2.4** The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other form of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.

**Article III
UNION BUSINESS**

- 3.1** Special leave of absence with pay will be granted under the following conditions to authorized Union representatives for attendance at conferences, institutes or seminars sponsored or endorsed by the Union.
- A.** Written request for such leave shall be submitted by the Union to the department head at least ten (10) calendar days prior to the first day of such requested leave.
 - B.** Not more than an aggregate total of five (5) man days of leave from scheduled duty shall be granted annually with pay under this section.
 - C.** The department head may deny a request for paid leave submitted under this section, if, in his/her opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a period longer than one (1) day, the department head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.
 - D.** After the submission of a request for leave under this section, the department head shall grant or deny the request in writing to the Union within three (3) calendar days. In granting any such request, s/he may require that the employee, upon return to duty, furnish evidence of attendance at the conference, institute or seminar for which the leave was granted.
- 3.2**
- A.** One Union steward in the Public Works Department shall be allowed a reasonable amount of paid working time to perform labor- management business, including but not limited to the investigation and presentation of grievances, communicating with bargaining unit members and with the Union office and/or Union staff, including the use of the telephone for Union business. Notwithstanding the foregoing, the Union or the individual steward will be responsible to reimburse the Town for any toll calls made on a Town telephone.
 - B.** Before engaging in such labor-management business on Town time, the steward will, whenever possible, seek prior approval from an appropriate management official. The Town agrees that such approval will not be unreasonably withheld.
 - C.** When grievance, arbitration or labor board hearings take place during normal working hours, employees whose attendance is required by either the Union or the Town will not lose any pay for attending said hearings. In addition to the grievant, the Union may call a reasonable number of witnesses to attend said hearings. The Union will request the release of required witnesses to attend such hearings at least twenty-four (24) hours prior to the scheduled hearing. Permission to attend the hearing will not be unreasonably withheld by the Town and will only be withheld in circumstances where the absence of employees from their assigned duties would create a hardship for the Town. In such situations,

the parties will mutually agree on a schedule that will allow necessary witnesses to attend grievance, arbitration or labor board hearings.

- 3.3 The Town agrees that a reasonable number of employees, designated by the Union as members of the negotiating committee, will be permitted to attend collective bargaining negotiations without being docked pay when such meetings are scheduled during the normal work day.
- 3.4 The Town will provide each employee with a copy of this Agreement within thirty (30) days after its signing. New employees will be given a copy of this Agreement at the time of hire.

**Article IV
RIGHTS OF THE TOWN OF MANSFIELD**

- 4.1 Unless expressly limited by this Agreement, the rights, powers and authority held by the Town of Mansfield, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, current or future, general or special act of the legislature, town ordinance, regulation or other type of lawful provision, over matters involving the Mansfield Public Works Department, including but not limited to, full operational control over the policies, practices, procedures, regulations and direction with respect to employees of the Department covered by this Agreement shall remain vested solely and exclusively in the Town of Mansfield.

**Article V
THE SUPERINTENDENT**

- 5.1 Except in emergency situations, the superintendent shall not perform any bargaining unit work or operate any equipment except to get a job started or to troubleshoot equipment where bargaining unit employees qualified to perform the work are not available.

**Article VI
OUTSIDE EMPLOYEES AND PART-TIMERS**

- 6.1 Except for subcontractors and their employees, and except in emergency situations, the Town will not bring in outside workers or part-time workers not covered by this Agreement in order to avoid overtime for regularly scheduled bargaining unit employees. This clause will not preclude the Town from employing regularly scheduled part-time employees nor will it limit the Town's right to subcontract work.
- 6.2 Additionally, in snow and other emergency situations, when all regularly scheduled bargaining unit employees are working, the Town shall have the right to utilize outside workers and part-time workers as the Town Manager or his representative deems necessary. This clause (6.2) shall not be interpreted as a limitation of the Town's right to subcontract.

Article VII
SENIORITY AND LAYOFFS

- 7.1** Seniority shall be defined as an employee's length of continuous full-time service from the first day of work since his/her most recent date of hire in the Public Works Department. Probationary employees shall have no seniority during the period of their probation, but at the expiration of such period, they shall immediately accrue seniority from their date of hire.
- 7.2** In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to replace any less senior employee in any equivalent or lower job classification for which s/he is qualified and is physically capable of performing the duties of the equivalent or lower job classification; and such replaced employee may exercise the same right. An affected employee has no option but to accept layoff when there is no less senior employee in any equivalent or lower job classification in the Public Works Department. For the purposes of this section only, a Union steward (not to exceed one (1) shall be treated as the most senior person in his/her classification or in any classification into which s/he is placed as a result of this section. This shall not, however, affect the Union's right to appoint an alternate steward, who will not have super seniority, to act in the absence of the steward.
- 7.3** Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a minimum of two (2) years from the date of layoff. Recall shall be in order of seniority. An employee who is recalled shall be so notified by certified mail, and shall be expected to report for duty not more than ten (10) days after the mailing of such notification. The time limit may be waived by agreement of the parties for good cause. Recalled employees shall return to the same status held on the date of layoff in terms of classification, pay rate within classification, vacation and sick leave accumulation (if any), seniority and all other benefits (including pension, to the extent permitted by the Connecticut Municipal Employees Retirement Fund B Ordinance). However, no seniority or other leave time, vacation time or other benefits shall accrue during the period of layoff.
- 7.4** Seniority shall be broken only by the following events: discharge for cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within ten (10) days after notification of recall (unless waived in accordance with preceding section); or absence without notification for a period of more than three days unless unusual circumstances prevent timely notification. Seniority accumulation shall be suspended but not broken during layoff.
- 7.5** No employee shall attain seniority under this Agreement until s/he has been continuously on the payroll of the Town for a period of one hundred eighty (180) calendar days. During such period, s/he shall be on probation and can be terminated by the Town in its sole discretion for any reason whatsoever, and neither the employee nor the Union on his/her behalf shall have recourse to the grievance or arbitration provisions of this Agreement. Upon completion of the probationary period, an employee's seniority shall date back to the commencement of his/her employment.

- 7.6 When the Town determines a vacancy is to be filled, the Town agrees to offer the job to lower rated employees. If promotions are made to higher rated jobs, they shall be made on the basis of seniority, ability and experience. This is to be determined by the Town Manager and/or the Director of Public Works. Whenever possible, any promotion out of seniority shall be discussed with the Union business agent before being put into effect.
- 7.7 A fourteen (14) calendar day notice shall be given in writing to the Union when there are to be layoffs. A list will be given to the Union indicating the names of employees to be laid off and their seniority status in relation to the remaining employees.
- 7.8 The Town will provide the Union annually with a seniority list containing names, addresses, classifications, pay scales and dates of hire for all employees in the bargaining unit. Additionally, the Town will notify the Union of changes in said list as they occur. The Union must designate in writing to the Town Manager the name of the Union Steward upon signing of the contract and thereafter when a change is made to receive preferential seniority.
- 7.9 Except as otherwise specifically set forth in this article, the term layoff means involuntary separation from employment because of lack of work, lack of funds, elimination of position or other legitimate reason. The term layoff shall not include demotion or cases where an employee is promoted but does not successfully complete the probationary period for the new classification. Such an employee shall be returned to a position in his/her former classification if at any time during the probationary period the Town determines s/he is not qualified for the new classification.

Article VIII HOLIDAYS

- 8.1 The following holidays shall be observed as days off with regular straight time pay:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
One Floating Holiday	

- 8.2 To be eligible, an employee must work the regularly scheduled day before and day after the holiday, unless excused because of illness or other reason acceptable to the Town.
- 8.3 Except as provided in section 8.4, all work performed by bargaining unit employees on the above-enumerated holidays (section 8.1) shall be paid for at one and one-half times the employees rate of pay. Such pay shall be in addition to the holiday pay to which those employees are entitled.

- 8.4 All work performed by bargaining unit employees on New Year's Day (January 1), Christmas Day (December 25) and Thanksgiving Day (fourth Thursday in November) shall be paid for at twice (double time) the employees rate of pay. Such pay shall be in addition to the holiday pay to which those employees are entitled.
- 8.5 Holidays for the solid waste and recycling areas employees will be observed as follows.

Group I - Days Open

Veterans' Day

Group II - Days Closed

New Year's Day
 July Fourth
 Christmas

Group III - Always on Monday

Martin Luther King's Birthday
 President's Day
 Memorial Day
 Labor Day
 Columbus Day

Group IV

Good Friday
 Thanksgiving
 Friday after Thanksgiving
 Floating Holiday

Group I holidays that fall on a Sunday or Monday will be treated as Group III holidays with another day taken off for the Monday that the holiday is observed.

Group I holidays that fall on a Saturday will be observed on the Friday preceding the Saturday, and the Saturday worked as a regular work day.

Group II holidays that fall on a Saturday are legally observed on the Friday preceding the Saturday. As the landfill will be closed on this Saturday, employees will be scheduled to work the preceding Monday.

Group III holidays always fall on a Monday when the solid waste and recycling areas is closed. Solid waste and recycling area employees may take another day off for these holidays, normally within 14 days of the actual holiday.

Group IV holidays will be taken off on the days that they fall on and are observed (Thursday and Friday for Good Friday and Thanksgiving; the designated day for the Floating Holiday.)

Holidays that fall on Tuesday through Friday will simply result in the closure of the facility on that day.

Article IX
SICK LEAVE

- 9.1** The department head may allow sick leave for the following purposes.
- A.** Personal illness, physical incapacity or non-compensable bodily injury or disease.
 - B.** Enforced quarantines in accordance with public health regulations.
 - C.** To meet medical or dental appointments in excess of two (2) hours duration when an employee has made reasonable efforts to secure appointments outside normal working hours, provided the department head is notified at least one (1) day in advance of the day on which the absence occurs.
 - D.** Illness or physical incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of three (3) days per year.
- 9.2** All employees will earn and accrue ten (10) hours of sick leave per month, not to exceed a maximum accrual of 240 hours, to be used as payment of wages for time lost due to personal illness or injury for one of the reasons set forth in 9.1 above.
- 9.3** A department head may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required. The Town may investigate any absence for which sick leave is requested.
- 9.4** On the first day of absence from work due to illness, the employee shall report his/her illness to the supervisor no later than one (1) hour after the beginning of the scheduled work assignment, except that where a relief employee is required, such report must be made at least one (1) hour prior to the beginning of the scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.
- 9.5** The Town shall establish a Retirement Health Savings (RHS) Account for each employee hired prior to July 1, 2006 with a sick leave balance in excess of 120 hours at the time of the establishment of the Account. Each RHS Account shall be funded according to the following formula: 1) the Town shall first reserve a sick leave balance of 120 hours to be used as payment of wages for time lost due to personal illness or injury for one of the reasons set forth in 9.1 above; 2) for the sick leave balance remaining, the Town shall deposit in the employee's RHS Account an amount equivalent to one-half (1/2) of the employee's remaining sick leave balance, not to exceed a total of 640 hours.
- A.** In lieu of a RHS Account, each employee with a sick leave balance in excess of 120 hours shall be eligible for six months following the execution of this Agreement to elect to receive payment for a portion of his/her sick leave balance, payable according to the following formula: 1) the Town shall first reserve a sick leave balance of 120 hours to be used as payment of wages for time lost due to personal illness or injury for one of the reasons set forth in 9.1

above; 2) for the sick leave balance remaining, the Town shall pay the employee the amount equivalent to one-half (1/2) of the employee's remaining sick leave balance, not to exceed a total of 640 hours. No employee shall be able to exercise this option after this Agreement has been in effect for six months, and the Town shall establish an RHS Account according to the terms of Section 9.5 above for any employee who has not elected within six months following the execution of the Agreement to receive either a RHS Account or payment in the form of cash.

- B. Until such time as the Town receives guidance from its labor or legal counsel that voluntary employee contributions to the RHS Plan are permissible, employees will not have the option to make voluntary contributions to the RHS Plan. If the Town subsequently determines that such voluntary employee contributions to the RHS plan are permissible, all employees will have the option to establish a RHS Account and to make voluntary contributions to the RHS Plan on an ongoing basis, to the extent allowed by law and the Plan guidelines.
- C. Each employee who retires from Town service on or before December 31, 2006, will have the option of: 1) receiving a cash payment equivalent to one-half (1/2) of his/her accrued sick leave balance, not to exceed a total of 640 hours; or 2) contributing an amount equivalent to one-half (1/2) of his/her sick leave balance, not to exceed a total of 640 hours, towards an RHS Account to be established by the Town on behalf of the employee.

9.6 In addition to sick leave each employee shall be covered by the Town's short-term and long-term disability benefit programs. The key features of these programs are as follows:

Short-term Disability:

- Coverage for non-occupational illness or injury
- Elimination period – 13th day of accident or illness
- Benefit following the elimination period – 66 2/3 percent of weekly base pay to a maximum of \$1,500 per week. The Town shall supplement the insurance payments to ensure that the employee receives one hundred percent (100%) of full net pay.
- Short-term absences covered for up to 11 weeks prior to commencement of long-term benefits
- Multiple periods of disability during any eleven-week period covered only if the separate occurrences are at least 14 days apart

Long-term Disability:

- Coverage for non-occupational illness or injury of the employee, other than child care, with a pre-existing condition exclusion for conditions incurred within three months of the plan's inception, with the three-month pre-existing condition exclusion waived after the employee has been insured for at least 12 months
- Elimination period – 90th day of accident or illness

- Benefit following the elimination period – 66 2/3 percent of weekly base pay to a maximum of \$7,500 per month
- Long-term absences covered for up to two years if the employee is unable to perform the essential functions of his/her own occupation; thereafter if the employee cannot engage in any meaningful occupation. Mental disabilities covered for a maximum of 24 months
- Multiple periods of disability covered only if the separate occurrences are at least six months apart
- Benefits are offset by Social Security benefits

**Article X
FAMILY AND MEDICAL LEAVE**

- 10.1** An employee who has completed at least one year's service and has worked at least 1250 hours during that year shall be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993. An employee shall be required to use all paid leave concurrently with unpaid FMLA leave. Requests for and inquiries concerning family and medical leave shall be submitted to the Town Manager's office.

**Article XI
PERSONAL LEAVE**

- 11.1** All employees covered by this Agreement and who have completed their probationary period may request, and the director of Public Works may grant, up to a maximum of three (3) personal leave days per year with pay for the purpose of:
- A. Personal business which cannot be conducted outside normal working hours; or
 - B. Other good and sufficient personal reasons.

Employees may not take personal leave of less than one-quarter (1/4) of their normal workday.

**Article XII
BEREAVEMENT LEAVE**

- 12.1** In the event of a death in the immediate family, bargaining unit employees will be entitled to three (3) consecutive work days paid leave. All days must be taken within one week of the funeral or service.

Immediate family includes only spouse, party to a valid civil union pursuant to P.A. 05-10, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren,

great grandparents and any other relation domiciled in the employee's household. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, s/he shall be granted an additional consecutive workday off with pay.

Article XIII VACATIONS

- 13.1** All employees covered by this Agreement who have completed the following periods of continuous service with the Town will receive paid vacation as follows.
- A.** Six (6) months of service - five (5) days (40 hours) (6.67 hrs/month). An employee may not utilize paid vacation during his/her first six (6) months of full-time employment with the Town.
 - B.** One (1) year of service - five (5) additional days; a total of ten (10) days per year (80 hours) (6.67 hrs/month)
 - C.** Five (5) years of service - fifteen (15) days (120 hours) (10 hrs/month)
 - D.** Ten (10) years of service - twenty (20) days (160 hours) (13.34 hrs/month)
 - E.** Twenty (20) years of service - twenty-five (25) days (200 hours) (16.67 hrs/month)

For employees hired prior to July 1, 2006, the monthly vacation accrual system shall be implemented upon each employee's anniversary date following the execution of this Agreement, to ensure that no employee loses any earned vacation time.

- 13.2** Vacation leave shall be accrued on a monthly pro-rata basis, based on the annual earned vacation leave.
- 13.3** Employees shall be entitled to select their vacation periods subject to the approval of the Town Manager or his/her designee, with consideration given first to those employees with the longest seniority.
- 13.4** Employees may not take vacation leave of less than one-hour intervals.
- 13.5** An employee may accumulate from year to year a maximum of ten (10) earned vacation days (80 hours) in addition to his/her yearly-earned vacation leave, up to a maximum of thirty-five (35) days (280 hours). The maximum number of days must be at the prescribed limit on November 1st of each year. This subsection shall enter into effect on November 1, 2008.
- 13.6** Unless an employee is eligible for and chooses to take separation leave pursuant to section 14.1 of this agreement, upon separation he/she will be paid for any vacation balance accrued at the time of separation, subject to the maximum vacation time allowed (annual accrual plus 10 days).

**Article XIV
SEPARATION LEAVE**

- 14.1** An employee who retires under a normal or disability retirement according to the provisions of the Connecticut Municipal Employees Retirement System may utilize his/her vacation accrued at the time of retirement, subject to the maximum time allowed, as separation leave. While on separation leave, the employee will not continue to accrue any form of paid leave, but will continue to receive holiday pay and retain his/her health insurance benefits as he/she would as an active employee.

**Article XV
WAGES AND HOURS**

- 15.1**
- A. Effective July 1, 2006 and for the period, July 1, 2006 through and including June 30, 2007, each employee covered by this Agreement shall be paid pursuant to the schedule attached hereto and captioned Appendix A. Wage increase of 3.50%.
 - B. Effective July 1, 2007 and for the period July 1, 2007 through and including June 30, 2008, each employee covered by this Agreement shall be paid pursuant to the schedule attached hereto and captioned Appendix B. Wage increase of 3.50%.
 - C. Effective July 1, 2008 and for the period July 1, 2008 through and including June 30, 2009, each employee covered by this Agreement shall be paid pursuant to the schedule attached hereto and captioned Appendix C. Wage increase of 3.50%.

- 15.2** Employees shall receive longevity pay based on the following formula:

Continuous Years of Service Annual Longevity Pay

6 years but less than 10 years	\$575
10 years but less than 15 years	\$650
15 years but less than 20 years	\$750
20 years or more	\$900

Longevity is to be determined on the basis of total years of continuous full-time service in Town employment. Each fiscal year, longevity pay shall be earned on the Sunday following the employee's anniversary hiring date and paid in the second payroll of November of that fiscal year.

- 15.3** Bargaining unit employees shall receive up to three (3) meal reimbursements within any twenty-four (24) hour period. The breakfast allowance will be \$7, lunch \$8 and dinner \$10; receipts will not be required. Meal reimbursements will be provided under the following conditions:

- A. During snow and ice control operations:

- (1) When an employee is called to report to work at least one (1) hour before his/her normal starting time and s/he, in fact, reports to work at least one-half (1/2) hour before his/her normal starting time, s/he is entitled to receive both the breakfast allowance and lunch allowance for that day.
- (2) When an employee is required to work beyond his/her regular shift and through the dinner hour (5:30 p.m.), s/he is entitled to a dinner allowance. As long as s/he stays on the clock, s/he continues to be entitled to additional meal allowances at breakfast (6:00 a.m.), lunch (noon), and dinner (5:30 p.m.), not to exceed three (3) meal allowances in a 24hour period.
- (3) When an employee is required to work through breakfast (6:00 a.m.), lunch (noon), and dinner (5:30 p.m.) on a Saturday, Sunday or holiday, s/he is entitled to meal allowances as specified in paragraph (2) above.

B. At all other times:

- (1) Meal allowances may be provided to employees under unusual or emergency situations at the discretion of the Director of Public Works.

C. An employee shall be paid for any meals that the employee has worked through when his/her shift has been temporarily changed requiring the employee to report to work earlier than his/her normal starting time.

15.4

- A.** The regular workday shall consist of eight (8) consecutive hours between the hours of 6:00 am and 6:00 p.m. Lunch breaks will be taken at the job site. Except as provided in 16.4B and for meal/rest breaks during snow and ice and other emergency operations, no separate unpaid lunch break will be taken.
- B.** Solid waste and recycling area employees shall have a non-paid one-half hour lunch break on days when the area is open to the public.
- C.** Management shall set the shift schedule(s), and once it is set, it shall not be changed except with twenty-four (24) hours' notice. For any scheduled shift whose eight (8) hours will end after 6:00 p.m., employees will receive premium pay of twenty-five cents (\$.25) per hour over and above their regular pay.

15.5 The regular workweek shall consist of five (5) consecutive workdays, Monday through Friday, except that either Monday through Friday or Tuesday through Saturday shall constitute the regular workweek for the solid waste and recycling area crew, custodial crew, or any part of the solid waste and recycling area or custodial crews.

15.6 There will be two (2) fifteen-minute coffee breaks per day. Coffee breaks will generally be taken on the job site.

15.7 A newly hired employee shall be paid at the starting rate for the classification until the employee has successfully completed the probationary period in that classification. Upon successful completion of the probationary period, the employee shall be paid at

the six-month rate for the classification and upon successful completion of one year of service, the employee shall be paid at the one-year rate for the classification.

If a newly hired employee is demoted to a lower classification during the probationary period, he/she shall be paid at the starting rate for the lower classification and shall begin a new probationary period from the date of demotion. Upon successful completion of the new probationary period, the employee shall be paid at the six-month rate for the classification and upon successful completion of one year of service in the new classification, the employee shall be paid at the one-year rate for the classification.

If a newly hired employee is promoted to a higher classification during the probationary period, he/she shall be paid at the starting rate for the higher classification and shall begin a new probationary period for the new position from the date of the promotion. Upon successful completion of the new probationary period, the employee shall be paid at the six-month rate for the classification and upon successful completion of one year of service in the new classification, the employee shall be paid at the one-year rate for the classification.

If an employee is promoted to a higher classification following completion of his/her probationary period, but prior to completion of one year of service, he/she shall be paid at the one-year rate for the higher classification. Dating from the time of the promotion, the employee shall begin a new probationary period and must successfully complete the new probationary period in order to remain in the higher classification.

An employee who is at the one-year rate for a classification and is demoted to a lower classification shall be paid at the rate of the lower classification that is closest to but not greater than the rate he/she was earning prior to demotion.

An employee who is at the one-year rate for a classification and is promoted to a higher classification shall be paid at the one-year rate of the higher. Dating from the time of the promotion, the employee shall begin a new probationary period and must successfully complete the new probationary period in order to remain in the higher classification.

- 15.8** Pay changes resulting from the completion of probation, merit, promotion, demotion, cost of living or related salary adjustments become effective the Sunday immediately following such action.

Article XVI

ASSIGNMENTS AT HIGHER RATED CLASSIFICATIONS

- 16.1** Assignment to a higher classification means that due to operating requirements as determined by management, an employee has been temporarily assigned to perform work in a classification with a higher pay rate.
- 16.2** In the case of assignments to a higher rated classification, if the employee works more than one (1) hour at the higher classification, s/he will receive the higher rate of pay for those hours (or fractions hereof) that s/he worked the higher rated job.

**Article XVII
OVERTIME**

17.1 All work performed over eight (8) hours in any one (1) payroll day, or all work over forty (40) hours in any one (1) week, shall be paid for at one and one-half (1 ½) times the employee's rate of pay.

17.2 An employee may accrue compensatory time in lieu of overtime. No employee may accumulate more than 60 hours of compensatory time. Employees will have six months following the quarter that the compensatory time was earned in to utilize these hours. Requests to take compensatory time must be made at least 24 hours in advance.

17.3 All work performed by bargaining unit employees on Saturday and Sunday shall be paid at one and one-half (1½) times the employee's rate of pay. However, employees whose normal workweek is Tuesday through Saturday shall receive one and one-half (1½) times their regular rate of pay for all work performed on Sunday or Monday.

17.4

A. In the event that a bargaining unit employee is required to report back to duty at a time other than his/her regular working hours, the Town shall provide a minimum of four (4) hours work, or in lieu thereof, four (4) hours pay at the applicable rate. If such call in runs into his/her regular work day, the employee shall be paid time at one and one-half (1-1/2) his/her regular hourly rate for all hours worked outside of the regularly scheduled hours, and shall work his/her regularly scheduled eight (8) hour day. Any subsequent callback within the original call-in period will be considered part of the original call back.

B. When called in for plowing, sanding, storms or other emergencies, employees shall be paid from the time they are called provided the employee reports to work in accordance with the following schedule:

Distance from Employee's Residence to Town garage	Reporting Time After Call
0 to 5 miles	40 minutes
6 to 10 miles	50 minutes
Over 10 miles	60 minutes

C. Employees who punch in later than the above time intervals shall be paid from the time they punched in.

17.5 There shall be no pyramiding of overtime premiums.

17.6 A. Overtime shall be equalized among employees within their classifications, within twenty-four (24) hours per year.

B. All overtime shall be offered first to the employees within their classification, except in the situation where another bargaining unit employee has been working on the jobsite in an upgraded capacity. In this situation, the Town may offer the overtime to the upgraded bargaining unit employee, provided the

extension of the workday or the additional hours offered to the upgraded employee does not exceed two hours.

- C. If no employee in the proper classification is available, other bargaining unit employees may be utilized.
 - D. An employee who does not avail himself or herself of the opportunity to work overtime will be charged on the overtime records as though s/he had worked the overtime offered.
 - E. When the entire crew is called out (for emergencies, snow plowing, sanding, etc.), all employees will be charged with the same number of hours worked.
- 17.7** Any overtime situation not equalized in accordance with section 18.6 above will be corrected by the Town within ninety (90) days of receipt of written notice from the Union to the Town Manager.
- 17.8** It is specifically agreed and understood that the prior practice of assigning more than one (1) employee to a vehicle during snow plowing and sanding operations shall be and is hereby discontinued effective July 1, 1981. The Town reserves the right to use more than one (1) employee in a vehicle at its discretion.
- A. To compensate employees for the elimination of this practice, each employee hired prior to July 1, 1981, will be paid a lump sum of \$100 with the first payroll in December of each year.
 - B. Each driver shall be entitled to receive a rest break every six (6) hours on the clock during snow plowing and sanding operations.
 - C. The Town will maintain radio contact with each vehicle on an hourly basis.

Article XVIII WORKERS' COMPENSATION

- 18.1** An employee who is disabled as the result of an on-the-job injury which is accepted as compensable under the Workers' Compensation Act shall be placed on injury leave. Injury leave is leave without pay, but with continuation of pension, medical and life insurance benefits and continuation of seniority. When an employee is on injury leave, wages will be paid as follows.
- A. In the case of injuries causing temporary disability which necessitate absences of three days or less, the Town shall pay the employee's full gross base pay for that time, since payments are not made under Workers' Compensation insurance for such accidents.
 - B. For periods in excess of three days but not exceeding six months, the Town shall supplement the payments of the insurance company so that the employee will receive full net pay during such absence.

- 18.2** As part of the Town's Workers' Compensation coverage, the Town shall become a member of a preferred provider network for health care services as they relate to Workers' Compensation injuries. The Town will also utilize the services of a managed care program provided by the Town's Workers' Compensation insurance carrier.

**Article XIX
DISCIPLINARY PROCEDURE**

- 19.1** No employee covered by this Agreement shall be discharged or disciplined except for just cause.
- 19.2** Other than in the case of probationary employees, any disciplinary action, including discharge, may be appealed through the grievance procedure of this Agreement.
- 19.3** Written warnings shall remain a part of an employee's personnel record for twenty-four (24) months from the date of the warning. However, if another written warning for the same type of offense is received within the twenty-four (24) month period, both warnings shall remain on the record for a period of twenty-four (24) months from the date of the most recent warning. Other more severe disciplinary actions shall remain a permanent part of the employee's personnel record.

Written warnings will become null and void in keeping with the above, however, they will not be literally destroyed by the Town until official permission is received from the State Public Records Administrator.

**Article XX
GRIEVANCE PROCEDURE**

- 20.1** The following terms are agreed to mean as stated below:
- A.** A "grievance" is any controversy, dispute or complaint arising over the interpretation or application of the provisions of this Agreement.
 - B.** "Days" in this article are defined as working days (Monday through Friday, excluding Saturdays, Sundays and holidays).
 - C.** "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union.
 - D.** "Town" shall mean the Town, an agent of the Town, or a committee of the Town, at the Town's option.
- 20.2 Step One:** The Union steward and/or the aggrieved employee shall present the grievance in writing to his/her immediate supervisor not later than five (5) days after the occurrence of the incident giving rise to the grievance, or within five (5) days after which s/he knew or should have known of the occurrence of the event giving rise to the grievance. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. The grievance shall be orally discussed by the supervisor, the employee and/or the steward who shall attempt to settle the matter. A written response will be rendered within five (5) days.

- 20.3 Step Two:** If the grievance is not settled at Step One, it may be submitted to the department head in writing specifying the section or sections of the agreement involved within five (5) days hereafter. If submitted, the grievance shall be discussed by the employee and/or the steward and the department head who shall attempt to settle the matters. A written response will be rendered within five (5) days. If the grievance is not resolved, it may then be submitted within five (5) days hereafter to the Town Manager.
- 20.4 Step Three:** Grievances filed by the employer may be initially presented at this step of the procedure. Grievances processed in the name of the Union may be initiated at this step also. Grievances must be filed within ten (10) days of the occurrence, or ten (10) days of knowledge of, or reasonably should have had knowledge of the occurrence of the event giving rise to the grievance.
- A.** A meeting to discuss such grievance, including at least one officer or business agent of the Union and the Town Manager, will be held as soon as possible, but no later than thirty (30) days from the date of the request for such a meeting by either party unless agreed upon by the parties.
 - B.** The Town will produce such records and disciplinary notices as may be considered necessary to the settlement of the grievance.
 - C.** The Town Manager will render a decision in writing as soon as possible but no later than ten (10) days after such meeting.
 - D.** Any written grievance that is satisfactorily settled will be so marked and signed by the Town Manager and president of the Union, or his designee.

Article XXI ARBITRATION

- 21.1** If the grievance is not settled by the procedures outlined in Article XVIII, either party may submit the matter to arbitration. The request for arbitration must be in writing and be filed with the arbitrator no later than fifteen (15) calendar days after the written answer of the Town Manager is given to the Union. The party filing for arbitration shall simultaneously deliver or mail a copy of its request for arbitration to the other party hereto. Grievances concerning suspensions of five (5) days or more and/or grievances concerning terminations will be arbitrated by the American Arbitration Association in accordance with their rules and procedures. The Connecticut State Board of Mediation and Arbitration will arbitrate all other grievances.
- 21.2** The arbitrator's award shall be final and binding as provided by law. S/he shall be bound by, and must comply with, all the terms of this agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of the arbitration procedure shall be borne equally by both parties. It is understood that each party is responsible for their own costs of legal counsel, expert witnesses, and other expenses not normally considered the mutual responsibility of both parties.
- 21.3** Any time limits specified within this article or the previous article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

**Article XXII
INSURANCE PROGRAM**

22.1 On behalf of the employees, the Town will maintain group membership in the Anthem Century Preferred and the Bluecare POS Plans, as well as the Health Savings Account Comprehensive PPO Plan. The details of the Anthem Century Preferred, the Bluecare POS and Health Savings Account Comprehensive PPO Plans are summarized in Appendix D of this Agreement. Subject to any plan restrictions, the employee may choose to participate in any of the three options.

- A.** Dental insurance: employees and their dependents may enroll in the dental insurance coverage offered through the Town. Employees will be responsible for the full cost of these benefits.
- B.** Life insurance: in addition hereto, the Town shall provide for the employee only the following double indemnity insurance: a term life insurance policy in an amount equal to one and one-half (1-1/2) times the employee's base salary on July 1, to include benefits for accidental death or dismemberment to an additional one and one-half (1-1/2) times the employee's base salary. Said insurance amount will be recalculated each July 1.
- C.** The Town and the employees agree to share the cost of insurance premiums for the coverage outlined in Appendix D. The employees are responsible on an annual basis for the percentage amounts listed below, with the payments to be made by payroll deduction from each check in substantially equal payments.

	<u>Year 1 (2006/07)</u>	<u>Year 2 (2007/08)</u>	<u>Year 3 (2008/09)</u>
Bluecare POS	8% of premium	9% of premium	10% of premium
Century Preferred PPO	9% of premium	10% of premium	11% of premium
HSA Comp PPO	3% of premium and 50% of deductible	5% of premium and 50% of deductible	5% of premium and 50% of deductible

22.2

- A.** The Town shall provide the following insurance for employees retiring subsequent to July 1, 2006, with the full cost to be borne by the employee: Anthem Century Preferred or Bluecare POS Plan until age 65 or until eligible for Medicare, and Anthem Medicare Supplement Plan F for those over 65.
- B.** Upon execution of this agreement, the Town agrees to pay \$120 per month toward the cost of these insurances for each employee who retires after July 1, 2006 (a) upon completing twenty-five (25) years of aggregate service; or (b) upon attaining the age of fifty-five (55) years provided such employee has had ten (10) years of continuous service or fifteen (15) years of aggregate service; (c) or upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS).

- C. Upon execution of this agreement, the Town agrees to pay \$130 per month toward the cost of these insurances for each employee who retires after July 1, 2007 (a) upon completing twenty-five (25) years of aggregate service; or (b) upon attaining the age of fifty-five (55) years provided such employee has had ten (10) years of continuous service or fifteen (15) years of aggregate service; (c) or upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS).
 - D. Upon execution of this agreement, the Town agrees to pay \$140 per month toward the cost of these insurances for each employee who retires after July 1, 2008 (a) upon completing twenty-five (25) years of aggregate service; or (b) upon attaining the age of fifty-five (55) years provided such employee has had ten (10) years of continuous service or fifteen (15) years of aggregate service; (c) or upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS).
- 22.3** The Town may change the carriers or self-insure for any of the foregoing insurance provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages. The Town is required to obtain agreement from the Union that the benefits are equivalent or better, and such agreement shall not be unreasonably withheld.
- 22.4** Payment in Lieu of Health Benefits. This program is designed for those employees who currently have dual health insurance coverage or who have the ability to acquire health insurance from another source. The plan provides some reimbursement for employees who terminate their coverage with the Town. The covered benefits are limited to health benefits only and do not include dental insurance benefits.
- A. To enroll in this program, employees must complete the "Waiver of Insurance Agreement" and provide documentation of coverage from their spouse or another source. The official enrollment period will be June of each year, but employees may enroll at other times on a pro-rated basis. New employees can enroll at the time of employment or may enroll during the June following the date of employment.
 - B. The annual payments in lieu of coverage are as follows:

Individual	\$1,200
Two-person	\$2,400
Family	\$3,000
 - C. Payments will be made in two installments during the fiscal year, in January and July. If an employee terminates or joins the program at any time during the fiscal year, the payments will be prorated on a monthly basis.
 - D. Payments are considered taxable in accordance with the IRS Code.
 - E. Employees may re-enroll in the Town Group Health Insurance Plan under the following circumstances:
 - (1) The coverage that the employee had through another plan is terminated.
(Copy of plan documents required.)

- (2) The employee and/or his/her dependents become ineligible for coverage under the other plan.
 - (3) The employee acquires a new dependent through marriage, birth or adoption, and the dependent is not covered by the other plan.
 - (4) The coverage that is provided by the other plan is substantially reduced or the cost of that plan becomes prohibitive.
 - (5) The employee has not been enrolled in the Town's Health Insurance Plan for the past two years from his/her date of cancellation and now wishes to renew coverage.
 - (6) The employee is eligible to retire under Town's pension plan and qualifies for the group health benefit. The employee must re-enroll one year prior to retirement.
- D. Employees re-enrolling may enroll only in the Town's Health Insurance Program. Employees must provide required documentation and notify the Town in writing that they are requesting reinstatement. Provided that all information is received, the Town will enroll the employee in the Group Health Insurance Plan effective the first of the month preceding the notification.
- E. Employees retiring after July 1, 2006 may also participate in the payment in lieu of health benefits program for a benefit of \$750 per year. The requirements of sections 23.4(A), 23.4(C), 23.4(E)(1) – 23.4(E)(5) and 23.4(F) shall apply to this subsection.

Article XXIII PENSIONS

- 23.1** All members of the bargaining unit who are eligible shall be covered by the Connecticut Municipal Employees Retirement System (CMERS) Fund B, under its terms and conditions. This article shall not be subject to the grievance arbitration provisions of the contract. The only exception shall be the Town's failure to meet its obligation to enroll a bargaining unit employee who otherwise is eligible to be covered by CMERS.

Article XXIV SAFETY AND HEALTH

- 24.1** The Town is responsible for providing a safe work environment. Employees have a responsibility to perform their duties so as to minimize injuries to themselves or coworkers.
- 24.2** The Town will provide each employee a \$350 per year clothing and shoe allowance payable during the month of August each year this contract is in effect. New employees will receive the applicable clothing allowance on a prorated basis, based on their date of employment.

- 24.3** Regularly appointed lead mechanics, mechanics and mechanics helpers will be provided with an additional \$50 clothing and shoe allowance during July each year this contract is in effect.
- 24.4** Failure to wear approved safety shoes or to use safety equipment as directed will result in disciplinary action by the Town.
- 24.5** Employee Wellness Program. Employees are eligible to participate in the Town's Employee Wellness Program, which entitles employees to receive the resident rate and a \$75 per year discount for annual memberships at the Mansfield Community Center. To receive the benefits outlined in this program, employees must satisfy the requirements outlined in the Employee Wellness Policy.

**Article XXV
MISCELLANEOUS**

- 25.1** When the Town creates new class specifications, the Town and the Union shall negotiate about the impact of any changes on bargaining unit employees.
- 25.2** The Town will continue its practice of providing a lost and broken tool allowance of up to \$200 per year per mechanic. In addition, the Town will provide replacement insurance for all mechanics' privately owned tools lost by theft or fire while on Town-owned premises.

**Article XXVI
NO LOCKOUT- NO STRIKE**

- 26.1** The Town agrees that it will not lock out the employees covered by this Agreement during its term.
- 26.2** The Union and the employees expressly agree that there will be no strikes, slow downs, picketing during working hours, work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Public Works Department.
- 26.3** Any or all employees participating in such strike or other prohibited activity described above in section 27.2 shall be subject to disciplinary action by the Town up to and including discharge.

**Article XXVII
DRUG TESTING**

- 27.1** All employees who are subject to the Department of Transportation, Federal Highway Administration regulations shall be subject to testing for drugs and alcohol in accordance with the Town's policy and shall be required to comply with that policy. Actions taken by the Town in implementing this policy are not exempt from the grievance procedure.

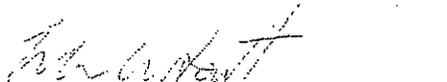
with the Town's policy and shall be required to comply with that policy. Actions taken by the Town in implementing this policy are not exempt from the grievance procedure.

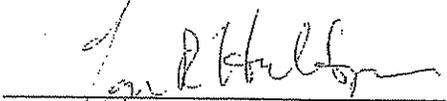
**Article XXVIII
DURATION AND RENEWAL**

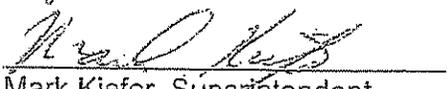
- 28.1 The parties agree that the above sections constitute the full and complete Agreement between them and supersede all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether oral or written.
- 28.2 This Agreement may be altered or modified only by mutual written agreement of the parties hereto.
- 28.3 This Agreement shall be binding upon the Town and the Union from the first day of July 2006 and shall continue in full force and effect until midnight of the thirtieth day of June 2009, when it shall expire, provided that if neither party gives the notice provided for in 29.4 this Agreement shall automatically renew itself for additional periods of one (1) year each and all provisions shall remain in effect with the same force as during the original term hereof.
- 28.4 If either the Union or the Town desire to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other by certified or registered mail not more than one-hundred fifty (150) days, nor less than one-hundred twenty (120) days prior to the expiration date hereof.

For the Town of Mansfield


Martin H. Berliner, Town Manager

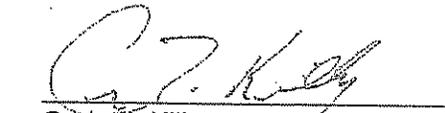

Matthew W. Hart, Assistant Town Manager

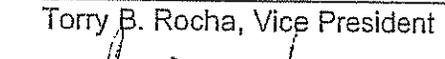

Lon R. Hultgren, Director of PW

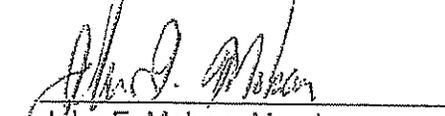

Mark Kiefer, Superintendent

For Local 760, CSEA, AFL-CIO


Santo Franzo, Local 760


Craig J. Kilby, President


Torry B. Rocha, Vice President


John F. Mohan, Member


Donald W. Neborsky, Member

WILLIAM CORSH

MEMORANDUM OF AGREEMENT

One-Year Extension to Collective Bargaining Agreement Expiring June 30, 2009

IT IS HEREBY STIPULATED, CONSENTED AND AGREED AS FOLLOWS:

This Agreement is made between the Town of Mansfield (the "Town") and CSEA, Local 760 - Public Works unit (the "Union") in full and final settlement of the 2009 contract negotiations for a successor contract.

1) Both parties agree that the collective bargaining agreement expiring June 30, 2009 shall be extended for a period of one year from July 1, 2009 through June 30, 2010 which shall remain in force until a subsequent successor contract is negotiated.

2) During the one-year contract extension, all provisions of the collective bargaining agreement shall remain unchanged with the following exceptions:

a. There shall be no step increases awarded to employees for the Fiscal Year period from July 1, 2009 through June 30, 2010.

It is hereby agreed, acknowledged and understood that certain bargaining unit employees with anniversary dates nearing the end of the Fiscal Year 2008-2009 (June 30, 2009) may be awarded a step increase for the Fiscal Year ending June 30, 2009; but that, due to the evaluation process and the payroll process, such step increases awarded through June 30, 2009 if any may be paid retroactively during Fiscal Year 2009-2010.

b. There shall be no clothing allowance payments made to eligible employees for the period of July 1, 2009 through June 30, 2010.

c. There shall be no general wage increase awarded or paid for the Fiscal Year period of July 1, 2009 through June 30, 2010.

3) a. The parties agree that a primary objective of this agreement is to preserve the integrity of the workforce and to limit reductions in force.

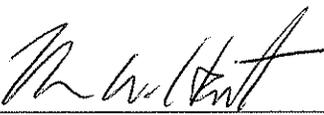
b. The Town represents that it has notified the union and the employee whose hours are to be affected by budget cuts during the term of this Agreement, and intends no reductions in force within the bargaining unit beyond those announced by the Town to date. It is agreed by the parties that the affected employee shall retire from Town service on or before June 30, 2009. The parties agree to complete a separate retirement agreement for the affected employee which shall include a health insurance retirement incentive for the employee.

c. Nothing herein shall be construed to prevent the Town from electing not to fill a vacancy.

d. In the event that the final Town budget deviates significantly from that proposed by the Town Manager upon which this agreement is based, and the Town is

considering any reduction in force as a result, the Town agrees to bargain in good faith with the Union over any such proposed reduction in force in order to consider alternatives including, but not limited to, furloughs, voluntary layoffs, retirements, flex time, alternative work week, etc.

- 4) All provisions relating to health insurance shall remain unchanged.
- 5) In the event that intergovernmental revenues actually received by the Town from the State of Connecticut for the Fiscal Year 2009-2010 deviate from the amount upon which the Town Manager's budget is based in an amount equal to or greater than \$500,000, the parties agree to meet and collaboratively discuss whether any adjustment to this agreement is appropriate at that time. (For example, in the event of an increase in funds, adjustments to be discussed would be increases in wages, hours or benefits, and in the event of a decrease in funds, adjustments to be discussed would be reductions in force or in hours.)
- 6) The parties agree and acknowledge that this Agreement is subject to the ratification of both the Town and the Union. The negotiating committees for the Town and the Union further agree to support and recommend the ratification of this Agreement. Once ratified, the parties understand and agree that this Agreement fully and finally resolves the 2009 contract negotiations for a successor contract to the 2006-2009 collective bargaining agreement.



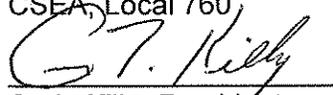
Matthew W. Hart
Town Manager

05/28/2009
Date



Susan Nelson, Esq.
CSEA, Local 760

5-28-09
Date



Craig Kilby, President,
Local 760

5-28-09
Date