

TOWN OF STAFFORD

AND THE

MUNICIPAL EMPLOYEES UNION
INDEPENDENT

Expires June 30, 2027

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PREAMBLE

This Agreement is made and entered into by and between the Town of Stafford (hereinafter referred to as the "Town") and the Municipal Employees Union Independent (hereinafter referred to as the "Union").

ARTICLE 1- RECOGNITION

Section 1.1 The Town of Stafford herein recognizes the Municipal Employees Union Independent as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment for all full-time Highway, Parks, and Transfer Station Laborers/Drivers, Mechanics, Facilities Maintainer, and Custodians employed by the Town of Stafford, excluding the Public Works Director, Superintendent of Public Works and Supervisors as defined by the Municipal Employee Relations Act.

Section 1.2 Whenever the word "Town" is used in the Agreement, it shall mean the Town of Stafford. Likewise, when the word "Union" is used, it shall mean the Municipal Employees Union. When the word "employee" is used, it shall mean employee in the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- c) To discontinue processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the Town's operations:
- e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of

discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- g) To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h) To establish contracts or subcontracts for municipal operations provided that this right shall not be used for the purpose of laying off current employees in the bargaining unit.
- i) To create job specifications and revise existing job specifications, subject to the Union's right to challenge the accuracy of the new or revised job specification or the propriety of the assigned wage rate, through the grievance procedure.
- j) Supervisory personnel (including the Director of Public Works) shall be able to actually perform the bargaining unit work of employees engaged in maintenance road construction, snow/ice removal and other Public Works projects for the Town of Stafford. This shall in no way be for the purpose of keeping overtime from MEUI members or keeping MEUI members from operating or learning to operate said equipment. The Town agrees to train MEUI members. Such training will be monitored by the Director of Public Works or designee and the MEUI shop steward. However, a supervisor (including the Director of Public Works) can perform bargaining unit work prior to calling in a MEUI member if said work is diminimus, meaning it will take no more than fifteen (15) minutes to complete.

ARTICLE 3 - NONDISCRIMINATION

The Town and the Union agree not to discriminate against any employee or group or employees on any basis prohibited by state or federal law.

A charge of discrimination that can be processed before the CHRO or the EEOC shall be processed up to and including Step 2 of the Grievance Procedure. However, said grievance shall not thereafter be processed to arbitration.

ARTICLE 4 - UNION RIGHTS

Section 4.1 Upon receipt of an employee's signed authorization to deduct membership dues, the Town agrees to deduct from the pay of the employee an amount established and periodically adjusted by the Union. Such deduction shall continue unless the Town is notified in writing that the employee is no longer a member of the Union and no longer voluntarily agrees to have dues deducted from their pay.

Section 4.2 The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deductions.

Section 4.3 The deduction of Union dues for any month shall be made on a monthly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section 4.4 No dues will be deducted from an employee who is out of work and who has exhausted accumulated sick leave or while collecting Workers' Compensation (unless workers' compensation payments are being supplemented with applicable accrued time off).

Section 4.5 The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability, including attorney's fees that shall arise out of the administration or enforcement of this Article.

Section 4.6 The Town agrees to provide space on a bulletin board in a central location for the exclusive use of the Union. The bulletin board space shall be for Union information only.

Section 4.7 Under usual circumstances, union business shall be conducted during non-working hours. Upon advance notification to the Director of Public Works, however, union staff representatives shall have reasonable access to work sites to investigate, process or discuss grievances, provided such access does not interfere with Town operations. The Town reserves the right to ask union staff representatives to reschedule their visits at a more convenient time to the Town. One Union steward or officer shall be allowed reasonable time with pay for grievance meetings and hearings with the Town that cannot be scheduled outside of the working day.

Section 4.8 The Town shall provide each member of the bargaining unit a copy of this contract within thirty (30) days of its signing. Likewise, the Town agrees to provide a copy of the Contract to all new bargaining unit members within one week of their date of initial hire.

Section 4.9 The Union may use a Town facility designated by the First Selectman for Union meetings on non-working time, as long as the Union gives 48 hours' notice.

Section 4.10 The Town will acknowledge the Union-designated steward and/or staff representatives in the processing of grievances and the administration of the contract.

ARTICLE 5 - PRIOR RIGHTS AND BENEFITS

Section 5.1 The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the entire understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 5.2 It is the intent of the parties that the provisions of this Agreement will supersede all prior Agreements, understandings and practices, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights

or claims which may be asserted in arbitration hereunder or otherwise.

ARTICLE 6 - SENIORITY

Section 6.1 Seniority shall be defined as continuous length of full-time service with the Town including all authorized paid leave, providing the employee returns to work immediately at the conclusion of such leave, but excluding any unpaid leave. (Persons employed by the town on or before July 1, 1994 shall have their years of Town service counted toward seniority if they transfer into the bargaining unit.)

The Town shall prepare a list of all employees covered by this Agreement showing their seniority and their length of service and deliver the same by email to the Union Steward and the Union Representative by July 1 of each year.

No employee shall attain seniority rights under this Agreement until they have been continuously on the payroll of the Town as a member of the bargaining unit for a period of six (6) months. Upon completion of this probationary period, the name of the new employee shall be added to the seniority list, effective upon their date of hire or transfer into the bargaining unit.

Days lost during the probationary period for any reason shall not be counted as employment for purposes of computing the probationary period.

Section 6.2 Until expiration of the probationary period of the first six (6) months of work (any lost time will extend the probationary period), an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on their behalf shall have recourse to the grievance or arbitration provisions of this Agreement.

However, if requested, an employee who does not successfully complete their probationary period shall be entitled to a conference with the First Selectman to discuss reasons for the termination. The Town, as a matter of right, may extend the probationary period for an additional twenty (20) working days.

Section 6.3 The name of the Union Steward shall be provided to the Town in writing. A Union Steward who has successfully completed probation and has served as steward for at least six (6) months shall be deemed to have the highest seniority for the purposes of layoff.

Section 6.4

An employee's seniority shall be lost when they:

- (1) terminate voluntarily;
- (2) are discharged for cause;
- (3) fail to report to work within fourteen (14) calendar days after receipt of notice of recall directed to their last known address;
- (4) fail to report to work upon the termination of a FMLA leave;

- (5) are absent from work for a period of three (3) consecutive workdays without proper notification of absence to the Employer;
- (6) are absent as a result of illness, accident or injury on the job for a period in excess of six (6) months and the employer has provided the employee with notice of at least one (1) week prior to the expiration of the six (6) months; or
- (7) are laid off in excess of contractual recall rights.

An employee whose seniority is lost for any of the reasons outlined in this paragraph, shall be considered as a new employee if re-employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

ARTICLE 7 - VACANCIES

Section 7.1 A job vacancy is defined as a vacant or new bargaining unit position the Town seeks to fill.

Section 7.2 Prior to filling any vacancy, the employer shall first send notice of any such vacancy to the Union and shall concurrently post a notice of the vacancy on the bulletin board it ordinarily uses to notify bargaining unit employees. Such notice shall be posted for not less than seven (7) calendar days. The position may be filled on a temporary basis during the period of time it takes to fill the vacancy.

Section 7.3 Prior to any outside recruitment, each vacancy shall be filled from among qualified applicants within the bargaining unit (by skill, ability, past work performance based upon the applicant's personnel file, interview for the position, leadership ability, education and/or certification, and physical fitness to perform the job). A physician chosen by the Town must examine an applicant in order to determine the applicant is not physically fit to perform the job. Determination of "qualified" shall be made by the appropriate authority under the circumstances (Department Head, Supervisor, Human Resources, or First Selectman). The determination of "qualified" shall not be made in an arbitrary and capricious manner.

Qualified part-time employees are eligible to apply for full-time vacancies and shall be given consideration but not automatic preference over outside recruitment.

Section 7.4 If qualifications are equal, as defined above in Section 7.3, vacancies shall be filled on the basis of greater seniority

Section 7.5 An employee who is promoted shall receive the rate of pay for the higher classification effective the first day of the promotion.

Section 7.6 Notwithstanding any other provisions of this agreement, an employee may be trained to qualify for a higher position without any additional compensation provided such training does not exceed more than fifty percent of such employee's work time for no more than 40 working days.

ARTICLE 8 - TRANSFERS

A transfer is defined as a change in an employee's job location or job assignment. The Public Works Director or designee may transfer/assign employees to different job locations based upon the operational needs of the Town. The decisions regarding transfers/assignments will not be made in an arbitrary and capricious manner.

ARTICLE 9 - HOURS OF WORK

Section 9.1 The standard work week for full-time employees is forty (40) hours and currently is as follows:

Highway Employees	6:00 AM-4:30 PM	Monday-Thursday
Parks Employees	6:00 AM-2:30 PM	Monday-Friday
Transfer Station Employees	7:00 AM-4:30 PM	Wednesday-Saturday OR
	6:00 AM-4:30 PM	Wednesday, Friday, Saturday and
	8:30 AM-7:00 PM	Thursday*
Facilities Maintainer	6:00 AM-3:30 PM	Monday through Thursday and
	6:00 AM-10:00 AM	Friday
Custodian	6:00 AM-2:30 PM	Monday-Friday

* Transfer Station employees work a flex schedule.

With thirty (30) calendar days advance notice to employees, the Town may change the schedules listed above to a five (5) day forty (40) hour work schedule. The Union's Staff Representative will be notified of the change prior to bargaining unit employees.

Section 9.2 Each employee shall be entitled to one (1) unpaid thirty (30) minute lunch period during a regularly scheduled eight (8) or ten (10) hour shift. Travel time is included in the thirty (30) minute lunch period.

Normally, the lunch period will be provided from 12:00 noon to 12:30 PM but may on occasion be adjusted up to a half hour in either direction if the work situation warrants at the discretion of the supervisor.

Section 9.3 Each employee shall be entitled to a paid fifteen (15) minute break at the work site scheduled near the middle of each half of the shift.

Section 9.4 Employees shall be paid at the rate of two (2) times their regular base hourly rate of pay for all hours worked on observed holidays, (except for the day after Thanksgiving which is paid at time and one-half (1 ½), and for any work on Sunday (unless Sunday is part of the employee's normal workweek). Time and one-half (1 ½) shall be paid for all actual hours worked in excess of forty (40) hours worked in an employee's regularly scheduled workweek; vacation, personal, holidays, and float holidays count towards hours worked in overtime calculations. Sick time will not count as hours worked. Work performed on a Saturday will be paid at the rate of

time and one-half (1 ½) unless Saturday is part of the employee's normal workweek.

ARTICLE 10 - LAYOFF AND RECALL

Section 10.1 In the event of a reduction in the work force and subsequent recall to work, the provisions of this article shall be controlling.

Section 10.2 Prior to laying off full-time employees, the Town shall lay off all probationary employees first.

Part-time employees shall be laid off prior to full-time employees and shall not have the right to bump full-time employees.

Part-time employees shall have recall rights for part-time positions but not for full-time positions.

Section 10.3 Prior to reducing the work force, the Town shall consult with the Union to discuss possible alternatives.

Section 10.4 When it becomes necessary for the Town to reduce the workforce, the Town shall give not less than three (3) weeks' written notice to the affected employee.

Section 10.5 Employees with the least seniority within the classification in which reductions are to be made shall be laid off first. Employees to be laid off in one classification shall have the right to displace a less senior employee in a lower classification, provided that the employee has the demonstrated ability to perform the job requirements of such lower classification without the need of any training.

An employee may choose a layoff rather than placement in a lower classification. Employees choosing to displace an employee in a lower classification shall receive the same rate of pay as was received by the displaced employee.

Section 10.6 Employees on layoff shall retain recall rights for a period of twenty months from the date of layoff. Laid off employees with the most seniority shall be recalled first, provided they have the demonstrated ability to perform the job requirements of the position being filled. Employees on layoff are required to maintain their current mailing address on file with the Town. Recall letters will be sent by certified mail to the address on file.

Refusal by a laid off employee to accept recall to a position in a comparable classification from which originally laid off shall result in the loss of any further recall rights. Failure to respond to a recall notice within ten (10) working days from its date will be construed as a refusal to accept recall.

ARTICLE 11 - JOB DESCRIPTIONS

In the event the Town makes substantial changes to existing job descriptions or creates a new

bargaining unit position, it shall negotiate the salary impact of these changes with the Union.

ARTICLE 12 - PERSONNEL RECORDS

Section 12.1 An employee, at a time convenient to the Town, shall be permitted to examine materials in their personnel file and may request a copy of the contents. The Union may have access to any employee's records upon presentation of written authorization by the affected employee.

Section 12.2 No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has an opportunity to sign it indicating receipt of such material. If the employee refused to sign, a Union Steward or Staff Representative will sign the document indicating that the employee received the document. The Union Steward or Staff Representative will be provided with a copy of the document at the time of signing.

Section 12.3 An employee may file a timely rebuttal to negative or derogatory material placed in their personnel file.

ARTICLE 13 - SICK LEAVE

Section 13.1 An employee hired on or before July 1, 2012 shall earn sick time at a rate of twelve (12) hours per month, a portion accrued each pay period, up to a maximum accumulation of 1,000 hours. Employees hired after July 1, 2012 shall earn sick time at the rate of eight (8) hours per month, a portion accrued each pay period, up to a maximum accumulation of 1,000 hours. Employees may use sick leave as accrued in accordance with Section 13.2.

Section 13.2 Sick leave which may be taken for a minimum of four (4) hour increments* for the following situations:

- (a) Personal illness;
- (b) Recommended isolation of the employee in accordance with CDC and/or community health regulations;
- (c) Illness of an immediate family member (spouse, mother, father, child, brother; sister) provided the employee submits documentation from a physician, if requested, that the family member requires care so as to necessitate the employee's presence. Only five (5) days per year to be used for this purpose.

* Except that an employee who is unable to schedule a doctor's appointment during non-working hours may use sick leave in less than four (4) hour increments upon submitting documentation from the physician regarding the purpose of the visit and a statement that the employee was not able to get an appointment during non-working hours.

Section 13.3 Medical Certificates may be required in the discretion of the First Selectman or designee to substantiate a request for sick leave for the following reasons:

1. Any period of absence consisting of more than three (3) consecutive working days;

2. To support request for sick leave of any duration during vacation;
3. Sick leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified that a certificate will be required.
4. Sick leave of any duration when evidence indicates reasonable cause of requiring such a certificate.
5. The Board of Selectmen or the appointing authority may provide a physician, at its own cost for the amount not covered by the employee's insurance, to make a further examination.

In reviewing an employee's record to determine whether the employee is excessively using sick leave, the employer shall consider all of the following factors:

1. Number of days taken;
2. Number of occurrences;
3. Patterns of usage;
4. The employee's past record;
5. Possible extenuating circumstances.

An occasion of sick leave is defined as any one continuous period of absence for the same reason. However, if an employee must have a series of medical or dental appointments to treat a single illness or injury, or as a follow-up to surgery, the series shall be considered one occasion of absence provided that:

1. The employee provides a statement from the physician that treatment program is required and indicating the expected number of visits;
2. Advance notice of the appointments is given to employee's supervisor.

Prior to taking steps to restrict an employee's use of sick leave, the employer shall first counsel the employee and issue written notice of such counseling.

An employee who has been counseled and who continues to make excessive use of sick leave may be required to produce an acceptable medical certificate to substantiate the need for sick leave, provided the employee has been notified in writing of such requirement and fails to produce an acceptable medical certificate, they shall be charged with unauthorized leave of absence without pay.

The employer shall review the attendance record of the employee who has been placed on a medical certificate requirement status after a nine (9) month period of time.

This review shall be conducted to determine whether the medical certificate requirement shall be rescinded. Any dispute arising from denial shall be grievable through the Arbitration Step of the grievance procedure, provided that the burden shall be upon the employee to show marked improvement in attendance and that said improved attendance has risen to a satisfactory level.

Section 13.4 Employees may donate accrued but unused sick time to a co-worker who has a

serious injury or illness that is not work-related and that requires continuous absence from work. Serious illness or injury is defined as a condition or combination of conditions affecting the mental or physical health of the employee. Employees receiving donated sick time from an employee may not receive more than sixty (60) additional sick days in a five (5) year period. The Board of Selectmen shall make the decision regarding whether an employee can receive additional sick time and said decision shall not be subject to the grievance procedure. In making the decision, the board will consider the employee's past use of sick leave.

Section 13.5 Nothing herein shall be construed so as to prohibit an employee from requesting additional paid sick leave from the Board of Selectman in exceptional cases when all accumulated sick time is used. If additional sick leave is granted under the provisions of this section, it shall be charged to the employee's future accumulation of paid sick leave.

Section 13.6 Upon retirement or resignation in good standing, employees who have completed at least five (5) years of service shall receive payment at their regular base hourly rate of pay for 50% of their unused accumulated sick leave, up to a maximum of 400 hours. Employees hired after July 1, 2012, shall not be eligible for payment of accumulated sick leave upon retirement or resignation in good standing.

ARTICLE 14 - BEREAVEMENT LEAVE

In the event of death in the immediate family, no more than three (3) working days leave with pay shall be granted for each occurrence. Immediate family means spouse, child, father, mother, father-in-law, mother-in-law, grandparent, grandchild, sister, brother or a person residing with the employee. In the event of the death of a brother-in-law or sister-in-law, one (1) working day with pay shall be granted for each occurrence. Additional bereavement leave may be given at the discretion of the First Selectman.

ARTICLE 15 – VACATIONS

Section 15.1 An employee who is regularly scheduled to work forty (40) hours per week shall earn vacation as follows, said vacation to be provided on July 1st to be used during that fiscal year.

From their date of hire through June 30th - 6.67 hours per month

The July following an employee's anniversary date of hire after one (1) year of service shall receive 80 hours per year.

The July following an employee's anniversary date of hire after five (5) years of service shall receive 120 hours per year. Effective upon execution of this Agreement that expires on June 30, 2027, employees hired after July 1, 2012 shall receive 100 hours per year.

The July following an employee's anniversary date of hire after ten (10) years of service shall receive 160 hours per year. The July following an employee's anniversary date of hire after eleven (11) years of service, shall receive 164 hours per year, and thereafter in succeeding years, shall receive an additional four (4) hours per year up to a maximum of 200 hours per year after twenty

(20) years of service. Effective on July 1, 2025 for employees hired after July 1, 2012, the July following the employee's anniversary date of hire after ten (10) years of service shall receive 140 hours per year. The July following the employee's anniversary date of hire after eleven (11) years of service shall receive 144 hours per year, and thereafter in succeeding years, shall receive an additional four (4) hours per year up to a maximum of 164 hours per year after sixteen (16) years of service.

Any employee regularly working less than forty hours per week shall have their vacation schedule adjusted proportionately.

Section 15.2 Earned vacation hours must be used by June 30th, except that employees may carry over to the next fiscal year (July 1-June 30) no more than forty (40) earned vacation hours, to be used during the same fiscal year as carried over.

Section 15.3 All vacation time off must be requested at least two (2) workdays in advance to the Director of Public Works or designee. With the approval of the Director of Public Works or designee, vacation may be taken in minimum units of a half (1/2) day.

Section 15.4 By March 1 of each year, employees shall bid their requested vacation time off for the entire next fiscal year. Vacation shall be approved/awarded on the basis of seniority and based on the needs of the Town; a decision to deny vacation requests shall not be made in an arbitrary or capricious manner. Requests for vacation time off submitted after March may be approved/awarded on the basis of seniority and based on the needs of the Town. No more than one (1) Highway Laborer/Parks Laborer/Mechanic may be approved for vacation time off at any given time between November 15th and April 15th. However, more than one (1) Highway Laborer/Parks Laborer/Mechanic may be approved at the discretion of the Public Works Director or designee.

Section 15.5 Upon resignation in good standing or retirement, each employee will be paid for unused vacation at their current base hourly rate of pay.

ARTICLE 16 - PERSONAL LEAVE

Each employee shall receive forty (40) hours of personal leave each fiscal year. Use of personal time shall be for the purpose of conducting personal business but may not be taken the day before or after a holiday. However, the holiday restriction may be waived by the First Selectman, in writing. Except in an emergency, notice for use of personal time must be given at least 24 hours in advance. Accrued but unused personal time may not be carried over into the next fiscal year but, upon termination in good standing or retirement, employees shall be paid for unused personal leave time up to a maximum of twenty (20) hours.

ARTICLE 17 – STAFFORD VOLUNTEER FIRE/AMBULANCE

A bargaining unit member of the Stafford Volunteer Fire Department and/or the Stafford Volunteer Ambulance Service may be released from work, with the approval of the Director of Public Works or designee without loss of pay during their regular work hours, for catastrophic fires/situations. The Town shall only be required to compensate the employee up to the amount of time remaining

on the employee's shift. However, the employee must return to work after addressing the catastrophic fire/situation if their shift with the Town has not ended. If the employee is released from work for a catastrophic fire/situation while working overtime for the Town, the employee shall be paid up until the time they leave work to attend to the catastrophic fire/situation.

ARTICLE 18 - LEAVE BALANCES

The Town shall notify each employee of their paid time off balances on their paystub.

ARTICLE 19 – HOLIDAYS

New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

- a) While employees are working a four (4) day workweek (Monday through Thursday), if a holiday falls on a Friday or a Saturday, employees will be given a floating holiday equivalent to ten (10) hours to be taken at a mutually agreeable time based upon the operational needs of the Town. While employees are working a four (4) day workweek (Wednesday through Saturday), if a holiday falls on a Sunday, Monday, or Tuesday, employees will be given a floating holiday equivalent to ten (10) hours to be taken at a mutually agreeable time based upon the operational needs of the Town.

While employees are working a five (5) day workweek (Monday through Friday), if a holiday falls on a Saturday, it shall be celebrated on Friday.

If a holiday falls on a Sunday, the following Monday will be recognized as the contractual holiday.

If an employee works on the actual holiday, they will be paid the applicable hourly rate in accordance with Section 9.4 and will receive eight (8) or ten (10) hours of additional holiday pay for their regularly scheduled workday.

- b) Except for the use of approved vacation time or sick time documented by a doctor's certificate, an employee must work the entire scheduled day before and the entire scheduled day after a holiday to receive holiday pay.
- c) When a holiday occurs during an approved vacation, the holiday will be paid as such, and the day shall not be charged against the employee's earned vacation time.

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 20.1 A grievance is defined as and limited to a written complaint involving an alleged

violation of or a dispute involving the application or interpretation of a specific provision of this Agreement.

Section 20.2 Format. Grievances shall be filed on mutually agreed forms which specify

- (a) facts,
- (b) the issue,
- (c) date of alleged violation,
- (d) contract section violated,
- (e) the remedy or relief sought. A grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Whenever "days" are used in this article, it shall mean "working days."

Section 20.3 Time limits. If a grievance in writing is not filed within fifteen (15) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

The time limits specified within this article, except for the initial filing, may be extended by mutual agreement of the Union and the Town or its designee, provided that, if a grievance is not submitted on a timely basis to a higher step, it shall be deemed settled on the basis of the answer in the last step considered. Failure by an administrator or the Town to render their decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section 20.4

Step 1. A grievance may be submitted within the fifteen (15) day period specified in section three to the employee's first supervisor in the chain of command who is outside the bargaining unit. Such supervisor shall meet with the Union representative and the grievant and issue a written response within ten (10) days after submission of the grievance.

Step 2. First Selectman. If no satisfactory resolution arises, the grievance may be submitted within five (5) days thereafter to the First Selectman who will meet to discuss the grievance further. The First Selectman shall meet and answer the grievance in writing within ten (10) working days.

In case of dismissal, suspension, demotion and class action or union grievance, the grievance shall be submitted directly to Step 2.

Arbitration. If the grievance shall not have been disposed of to the satisfaction of the aggrieved and if it concerns the interpretation or application of any of the provisions of this Agreement, either the Town or the Union may submit it to the State Board of Mediation and Arbitration within thirty (30) calendar days, with notice to the other party, and the decision rendered by the Arbitrator or Arbitrators shall be binding upon all parties as provided by law. The Arbitrator(s) shall be bound

by and shall apply only the terms of the Agreement and shall not add to, delete from, or modify this Agreement in any way. The Arbitrator's decision shall be in writing and in accordance with

the rules and regulations of the Connecticut State Board of Mediation and Arbitration. The Arbitrator(s) shall arbitrate only one (1) grievance at a time unless otherwise agreed.

The Arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.

ARTICLE 21 - INSURANCE BENEFITS

Section 21.1 Employees shall be eligible to enroll in the Connecticut Partnership Plan in accordance with its eligibility requirements. The Town shall provide the following insurance for you and your dependents, where applicable. Dependent benefits are only extended to spouses and children for a period of time in accordance with law. If an employee (or spouse or dependent(s)) does not comply with the wellness provisions/requirements of the plan, known as the Health Enhancement Program ("HEP"), they will be responsible for penalties issued for noncompliance.

Section 21.2 Group Term Life Insurance

The Town shall provide employees with a group life and AD&D insurance policy in the amount of \$100,000. Upon termination of employment, the employee may request to convert the group policy to an individual insurance policy at the employee's expense.

Section 21.3 Health Insurance Premium Share

Effective August 28, 2024, employees shall contribute by bi-weekly deduction 16.0% towards the cost of the Connecticut Partnership Plan. Effective July 1, 2026, employees shall contribute by bi-weekly deduction 16.5% towards the cost of the Connecticut Partnership Plan.

Section 21.4 Voluntary Waiver of Health Insurance Coverage

- a) In the event of spousal coverage and to avoid duplication of benefits, any Town employee may elect on a completely voluntary basis to waive the town-approved Medical/Dental/Vision insurance coverage. Town employees electing to do so shall sign a voluntary waiver of coverage form during the open enrollment period for each policy year waived, provided they furnish satisfactory proof of comparable coverage elsewhere.
- b) In consideration of such voluntary waiver of Medical/Dental/Vision coverage, the Town will pay \$2,000 each fiscal year in two (2) equal installments; fifty (50) percent in December and fifty (50) percent in June of the following year. However, if the employee waives medical but chooses either dental or vision or both coverages, they will still receive the waiver amount set forth herein; however, the above-referenced premium share for enrolled benefits will be deducted from their paychecks.

If at a future date coverage is lost due to a qualifying event allowed under the Town's

insurance plan, the employee may revoke their insurance waiver by notifying the benefits manager in writing and enroll in benefits. Without a qualifying event, the employee must wait until the next open enrollment period. Any waiver money that has been issued for the specific coverage period will be returned on a prorated basis to the Town through payroll deductions.

The availability of the Medical/Dental/Vision insurance coverage waiver and the reinstatement of any of these benefits are subject to the terms of the Town's insurance policies prevailing at the time the employee seeks payment in lieu of insurance or reinstatement. Additionally, this waiver is contingent upon no additional cost being assessed against the Town above the normal group rate as a result of an employee's exercise of their options under this section. At no time shall the Town be deemed a self-insurer.

Section 21.5 Change of Carriers

The Town shall have the right to change insurance plans and/or carriers and/or self-insure, in whole or in part, in order to provide the insurance coverage set forth above, provided that the plan(s) which result(s) from a change in carriers and/or self-insurance will not result in an overall reduction of benefits.

ARTICLE 22 - UNIFORMS AND EQUIPMENT

Section 22.1 The Town shall supply foul weather gear which must be worn by employees while exposed to severe weather. The Town shall also supply uniforms to employees which must be worn while working. Effective in fiscal year 2024-2025, each employee shall be reimbursed up to \$250.00 per fiscal year for footwear that meets the OSHA standard for hazards the employee could reasonably expect to encounter in their workday upon submission of an original paid receipt to the Finance Office. The Town must approve the safety footwear purchased and such footwear must be worn by all employees. The Town will make reasonable arrangements for employees to purchase footwear directly from vendors at reduced costs.

Employees hired after July 23, 2024, whose employment is separated, voluntarily or for just cause, prior to the successful completion of their probationary period, will reimburse the Town the amount of money received for reimbursement of safety footwear. Said payment shall be deducted from their last paycheck. If their last paycheck does not cover the reimbursed amount, the individual will pay the amount owed to the Town within thirty (30) calendar days of their separation date.

Employees separating employment with the Town, voluntarily or for just cause, must return the uniforms received from the Town.

Section 22.2 The wearing of shorts will be permitted on jobs (not on flagging) at the discretion of the Director of Public Works or designee during the summer season (Memorial Day to Labor Day) subject to the following conditions:

- (a) Shorts must be blue "Dickies" or comparable brand knee length and hemmed (no cut-offs)
- (b) Employees must have long pants available at all times in order to change should they encounter a hazard that requires long pants to ensure their own safety.

(c) Shorts are supplied by the employees, not the Town.

ARTICLE 23 - WAGES

Section 23.1 Wage scales will be calculated as follows: Effective upon execution of this Agreement that expires on June 30, 2027, and retroactive to July 1, 2024, employees on the payroll shall receive a 3.0% increase. Effective July 1, 2025, employees on the payroll shall receive a 3.0% increase. Effective July 1, 2026, employees on the payroll shall receive a 3.0% increase. The Town will notify the Union Steward by email in June of each fiscal year to advise them of the pay period the Town will process general wage increases for bargaining unit members. Wages are attached as Appendix A.

Crew Leaders

The Director of Public Works or designee can, in their discretion, assign an employee to work as a crew leader.

An employee designated as a crew leader will receive a \$1.00 per hour pay differential in addition to the regular base hourly rate of pay and the corresponding time and one-half (1 ½) differential per hour for overtime worked as a crew leader.

Section 23.2 The salary schedule, rates of pay and classifications of the present employees attached as Appendix A shall be a part of this agreement.

Section 23.3 Recognition for continuous employment with the Town of Stafford shall be as follows, payable in November of each fiscal year:

5 years	\$700	13 years	\$1,020
6 years	\$740	14 years	\$1,060
7 years	\$780	15 years	\$1,100
8 years	\$820	16 years	\$1,140
9 years	\$860	17 years	\$1,180
10 years	\$900	18 years	\$1,220
11 years	\$940	19 years	\$1,260
12 years	\$980	20 years	\$1,300

Employees hired after July 1, 2012 shall not be entitled to longevity payments.

ARTICLE 24 - DISCIPLINARY ACTION

No employee shall be discharged, suspended without pay, or otherwise disciplined, except for just cause.

a) The following list, while not exhaustive, details when an employee may be discharged immediately by the Town after due process is provided to the employee:

1. Use of alcohol or drugs during working hours;

2. Reporting to work under the influence of alcohol or drugs;
 3. Falsification of any record, including employment application, time reports, reimbursement vouchers;
 4. Insubordination, defined as refusal to carry out a lawful order of any supervisor, department head, or Town official;
 5. Theft of Town property or funds;
 6. Willful damage to Town property or any other property during working hours;
 7. Soliciting or accepting from a member of the public any privilege or thing of value as a condition of performing official duties; or otherwise using their position as a Town employee for personal gain;
 8. Unauthorized absence from work.
- b) Disciplinary actions shall be consistent with the infraction for which discipline is being applied and normally progress as follows;
1. Verbal warning;
 2. A written warning or reprimand;
 3. Suspension for a period not to exceed five (5) days; and
 4. Discharge.
- c) All disciplinary actions may be processed through the established grievance procedure.
- d) An employee is entitled to Union representation on disciplinary matters in accordance with law.
- e) For any disciplinary action, the employee and the Union Steward shall be furnished, in writing, a statement of the reasons for such action and the discipline imposed.

ARTICLE 25 - SAVINGS CLAUSE

If any sections, 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, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions, and the parties do hereby declare of any other portion or provisions, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE 26 - UNION BUSINESS

Upon reasonable advance notice, the Town shall allow the Union President or designee two (2) days per year with pay to attend a Union convention or training session.

ARTICLE 27 - EMPLOYEE EXPENSE

Employees who are authorized in advance to use their own vehicles for Town business shall be entitled to compensation at the applicable IRS rate.

ARTICLE 28 - SCHEDULED AND UNSCHEDULED OVERTIME

Section 28.1 Scheduled overtime shall be that which is determined by the Town to be necessary for the timely completion of regular work already in progress, to support understaffed work assignment situations, and/or to perform work that cannot be safely or efficiently completed during regularly scheduled shifts.

- a) Scheduled voluntary overtime shall be distributed by seniority based on the skills needed to perform the overtime assignment, as determined by the Director of Public Works or designee.
- b) When there are insufficient volunteers for scheduled voluntary overtime, the Employer reserves the right to assign such overtime to employees based upon the division the employee works and the skills needed to perform the overtime assignment, as determined by the Director of Public Works or designee.
- c) The Town shall keep accurate, up-to-date records of overtime distribution by Division in an area accessible to the employees.

Section 28.2 Unscheduled overtime shall be that which is required in the event of weather-related storms, natural or man-made disasters, or other designated emergencies. When unscheduled overtime is required, employees will be called in by their supervisor or held over as necessary based upon a determination of the Director of Public Works or designee. Unscheduled overtime will be distributed by division based upon the skills needed to perform the overtime work as determined by the Director of Public Works or designee. The Town reserves the right to determine the manpower and skills needed to perform the overtime work. Prior to utilizing outside contractors, however, all available and qualified employees must be called in to work.

- a) Each employee is expected to be available for unscheduled overtime.
- b) Employees must report to work within thirty (30) minutes of being notified if called-in after their regularly scheduled hours, or if located outside of a thirty (30) minute radius, an additional fifteen (15) minutes will be provided, if necessary. If an employee plans to travel outside the area such that these response times cannot be met, the employee will notify their supervisor of the anticipated travel prior to departure. Such travel does not alleviate the employee of the requirement to report for duty in a safe and timely manner, once notified to report in to work.
- c) The Town shall provide reasonable paid meal periods for unscheduled overtime operations that may occur in excess of the regularly scheduled workday.

An employee engaged in unscheduled overtime operations that exceed fourteen hours of continuous work (including the unpaid half-hour meal period of a regularly scheduled shift) shall be entitled to a three (3) hour paid rest break on Town premises or at home at a time determined by the Director of Public Works or designee before returning to perform remaining unscheduled overtime work. Employees may collectively agree, upon approval of the Director of Public Works or designee, to continue working beyond fourteen (14) hours without stopping for a paid three (3) hour rest break to avoid returning to complete a minimal amount of remaining unscheduled overtime work. If this occurs, in addition to actual hours worked, employees will receive an additional two and one-half (2.5) hours of pay. The paid three (3) hour rest break or two and a half (2.5) hours of extra pay are counted towards overtime calculations.

Section 28.3 Call-in/Recall. An employee who is required to report for work on either a scheduled or unscheduled overtime basis, as described in Section 28.1 and 28.2, shall receive a minimum of two (2) hours' pay.

An employee who is called-in/recalled, within two (2) hours after being released from a regularly scheduled workday shall be considered to be performing continuous work and shall be paid for time between punching out and punching back in to perform work.

Section 28.4 When the Town determines that three (3) or more pieces of heavy equipment are needed to perform scheduled or unscheduled overtime operations, at least one (1) mechanic will also be called in to work; however, if one of the employees already called in is a mechanic that would prevent the need to call in another mechanic.

ARTICLE 29 - RETIREMENT

The Pension Plan for Employees of the Town of Stafford, Board of Education, and Water Pollution Control is in effect for bargaining unit employee participants but closed to employees hired on or after July 1, 2012.

The Town will provide a copy of the Pension Plan document to plan participant members of the bargaining unit upon request and shall provide an annual Pension Plan summary of accrued and projected benefits to plan participants as soon as the Town receives this information from its actuaries.

Death Benefits. (Pension Plan, Section 4.10) If a Participant dies while an employee, after completing 6 years of service, the Participant's spouse or beneficiary will receive 50 times the participant's accrued monthly benefit. Unused vacation, sick, and personal leave shall not be paid to the employee's beneficiary/estate.

Employees hired after July 1, 2012, who are not Town of Stafford Pension Plan Participants shall participate in a defined contribution plan and contribute a minimum of 4% of their base salary. The Town will match fifty percent (50%) of an employee's contributions during the fiscal year up to a maximum of twelve percent (12%) of the employee's base pay, which equates to a maximum match by the Town of six percent (6%) of the employee's base pay.

ARTICLE 30 - MILITARY LEAVE

Military leave shall be granted in accordance with Federal and Connecticut State Statutes.

ARTICLE 31 - NO STRIKE/LOCKOUT

Section 30.1 Employees in the bargaining unit, in accordance with Section 7-475 of the Connecticut General Statutes, do not have the right to strike, and such strikes are prohibited. The Union agrees that it will not call, support, or condone, directly or indirectly, any strike, picketing, slowdown, sick-out or sick-in, or any other concerted refusal to render services to the Town.

Section 30.2 The Town shall not engage in any lockout of employees.

ARTICLE 32 - LIGHT DUTY

The Town will institute a light duty program subject to the availability of light duty work, as determined in the sole discretion of the Director of Public Works or designee. An employee who sustained a work-related injury or illness, or a non-work-related injury or illness, may be assigned to light duty work for a period not to exceed ninety (90) calendar days, unless the Director of Public Works or designee determines, in their sole discretion, to extend the light duty assignment beyond the ninety (90) day period.

Eligibility for the light duty program shall be based upon the employee's medical care provider's medical opinion as to the specific job functions the injured or ill employee can perform. The Director of Public Works or designee will then determine, in their sole discretion, whether light duty work is available. A determination that light duty work is not available will not be subject to the grievance procedure. However, the determination will not be made in an arbitrary or capricious manner.

ARTICLE 33 - DURATION

Section 33.1 Except as otherwise provided herein, this Agreement shall be effective upon signing, and shall continue in full force and in effect until June 30, 2027. This Agreement shall remain in full force and be effective during the period of negotiations for a successor agreement.

Section 30.2 This Agreement shall not be altered, amended or changed except in writing, signed by both the First Selectman and the Union President, upon ratification of the Board of Selectmen and the Union, which amendment shall be appended hereto and become a part hereof.

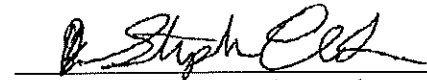
TOWN OF STAFFORD


William Morrison, First Selectman

Date: 9-3-24

MUNICIPAL EMPLOYEES UNION
INDEPENDENT


Rich Baez, CEUI


Steve Clark, Union Steward

Date: 09/04/24

APPENDIX A

MEUI

	Hours Per week	FTE	July 1, 2024	July 1, 2025	July 1, 2026
			3%	3%	3%
Mechanic	40	1	31.0522	31.9838	32.9433
Laborer/Driver Highway, Transfer Station, Parks with CDLA or B	40	14	29.1312	30.0051	30.9053
Custodian	40	1	21.9099	22.5671	23.2442
Facilities Maintainer shall receive \$1.00 less than Laborer/Driver	40	1	28.1312	29.0051	29.9053
Parks Laborer without CDL shall receive \$0.50 less than Laborer/Driver	40	2	28.6312	29.5051	30.4053

Crew Leader Differential \$1.00 per hour additional on base rate