

AGREEMENT

Between

THE TOWN OF NEW CANAAN

And

LOCAL 1303-013 of CONNECTICUT COUNCIL #4 AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES - AFL-CIO  
(PUBLIC WORKS UNION)

July 1, 2013 - June 30, 2016

**Table of Contents**

ARTICLE 1 RECOGNITION.....3  
ARTICLE 2 GENERAL CONDITIONS .....3  
ARTICLE 3 HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY .....3  
ARTICLE 4 HOLIDAYS.....6  
ARTICLE 5 VACATIONS .....7  
ARTICLE 6 LEAVE PROVISIONS .....8  
ARTICLE 7 GRIEVANCE PROCEDURE .....11  
ARTICLE 8 SEPARATION AND DISCIPLINARY ACTION .....12  
ARTICLE 9 WAIVER OF RIGHTS/PRIOR PRACTICE .....13  
ARTICLE 10 WAGES.....13  
ARTICLE 11 SAFETY AND HEALTH .....14  
ARTICLE 12 INSURANCE AND PENSION.....15  
ARTICLE 13 LONGEVITY .....19  
ARTICLE 14 MANAGEMENT'S RIGHTS .....19  
ARTICLE 15 UNION SECURITY.....19  
ARTICLE 16 EMPLOYER-EMPLOYEE COMMUNICATIONS .....20  
ARTICLE 17 SENIORITY .....20  
ARTICLE 18 TERMINATION .....20  
APPENDIX A JOB CLASSIFICATIONS AND HOURLY WAGE RATES.....22  
APPENDIX B JOB CLASSIFICATIONS AND HOURLY WAGE RATES .....23  
APPENDIX C JOB CLASSIFICATIONS AND HOURLY WAGE RATES .....24

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**Between**  
**THE TOWN OF NEW CANAAN**  
**- and -**  
**LOCAL 1303-013 OF CONNECTICUT COUNCIL #4**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES**  
**AFL-CIO**

This Agreement made and entered into by and between the TOWN OF NEW CANAAN, hereinafter called the "TOWN", and LOCAL 1303 OF COUNCIL #4, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, HEREINAFTER CALLED THE "UNION".

**ARTICLE 1**  
**RECOGNITION**

- 1.0 The Town recognizes the fact that the Union is the sole and exclusive bargaining agent on matters of wages, hours of employment, and other conditions of employment for all temporary and permanent non-office and non-supervisory employees at the Transfer Station, Highway Department, Parks Department and Sewer Department, other than seasonal employees.

**ARTICLE 2**  
**GENERAL CONDITIONS**

- 2.0 It is understood that the Code of Ethics and the Personnel Rules and Regulations of the Town of New Canaan, - dated 1964, with later revisions, shall govern the relationship of the Town and the Union in all cases unless a specific provision is made in the Agreement which contradicts application of said Rules and Regulations to employment in the area covered by the bargaining agent.
- 2.1 Neither the Union nor an employee shall take part in or encourage any strike, sit-down, sit-in, slowdown or refusal or stoppage of work during the term of this Agreement. The only picketing that shall be permitted shall be peaceful with no violence, intimidation, or interference with the operation of any municipal facility and shall be confined to the Town Hall and those facilities where bargaining unit members are employed. Such picketing may only be used after a grievance has been filed and denied.

**ARTICLE 3**  
**HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

- 3.0 Unless instructed by the Supervisor to report at some other time, the normal work week for each department shall be as follows and such schedules shall not be arbitrarily revised.

### Transfer Station

M - F, 7:00 A.M. — 3:30 P.M., with one-half (1/2) hour for lunch, to be taken between the hours of 11:30 A.M. and 1:00 P.M., except when the nature of the work being done at the time prescribes that lunch be taken at another time.

It is recognized that for the purposes of start-ups and shutdowns, some employees will be required to report earlier or later (no more than one (1) hour) than the regularly established starting time.

### Highway

Any provision of the Contract to the contrary notwithstanding, the year round hours of work for the Highway employees shall be Monday through Friday, 7:00 A.M. to 3:30 P.M. with one-half (1/2) hour for lunch, to be taken between the hours of 11:30 A.M. and 1:00 P.M., except when the nature of the work being done at the time prescribes that lunch be taken at another time.

### Parks

Any provision of the Contract to the contrary notwithstanding, the year round hours of work for the Parks employees shall be Monday through Friday 6:30 A.M. to 3:00 P.M. During the period from the second Monday of June through the second Monday of September the work hours will be 6:00 A.M. to 2:30 P.M. with one-half (1/2) hour for lunch, to be taken between the hours of 11:30 A.M. and 1:00 P.M. except when the nature of the work being done at the time prescribes that lunch be taken at another time.

In addition, the Town may solicit volunteers from Highway and Parks to work Tuesday through Saturday, 7:00 a.m. to 3:30 p.m., with one half (1/2) hour for lunch, subject to the summer hours set forth in Section 3.1(E). The Town may order any employee hired after July 1, 2010 to work a Tuesday through Saturday schedule, not to exceed two Highway and two Parks employees.

### Sewer

M - F, 7:00 A.M. - 3:30 P.M., with one-half (1/2) hour for lunch, to be taken between the hours of 12:00 Noon - 1:00 P.M., except when the nature of the work being done at the time prescribes that lunch be taken at another time. The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours.

- 3.1 Time and one-half (1 1/2x) shall be paid for:
- A. All work performed in excess of eight (8) hours in any one day or forty (40) hours in one week.
  - B. All work performed on Saturday, except where Saturday is included as a part of the regular work week schedule.
  - C. All work performed on Sunday will be compensated at double time (2x).

- D. All work performed on holidays plus regular holiday pay, except that double time (2x) plus regular holiday pay shall be paid for all work performed on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day.
- E. During that time of year that is designated "daylight savings time" the Town may change the work hours described above (for the Highway, Parks and Water Pollution Control only) to provide that the normal work day shall begin one (1) hour earlier and end one (1) hour earlier, except for Parks employees the work hours shall be 6:00 A.M. to 2:30 P.M. This option for change will be effective only during "daylight savings time" and only if:
  - 1. The Town provides at least one week written notice of its intention to exercise this privilege. Such notice shall continue to be posted and repeated for subsequent periods that the change will be in effect.
  - 2. The change in hours will remain in effect for a minimum of two weeks.

Each of the following Departments shall, individually, have the right to exercise this privilege independent of the others: Highway, Parks, Transfer Station and Water Pollution Control.

Please note that the Transfer Station is specifically excluded from this change because it already has some flexibility in its hours as described in Section 3.0 - Transfer Station.

- 3.2 Full time employees shall be given preference on all overtime assignments. All overtime work shall be offered as equally as possible to eligible employees within the department and job
- 3.3 An employee called for emergency work shall be guaranteed a minimum of four (4) hours of work and shall be paid at the applicable overtime rate. This provision shall apply only when the "callback" results in hours worked which are not annexed consecutively to one end or the other of the working day.
- 3.4 Unless there is a comparable compensation differential, no employee shall be required to work four (4) or more continuous hours at jobs rated in a higher classification category.
- 3.5 A snow season evening shift is established for Highway employees. The hours will be 3:00 P.M. to 11:30 P.M., Monday through Friday, with a half (1/2) hour unpaid lunch.
  - A. Employees will receive a ten percent (10%) per hour premium for all hours worked on the evening shift.
  - B. There will be separate bid lists for Drivers and Laborers. Evening shift work will first be offered on a volunteer basis. If more employees volunteer than openings

exist, the volunteers will rotate on a two (2) week basis, with senior employees receiving first preference.

- C. If not enough employees volunteer, all existing Highway employees, beginning with the least senior employees, will be assigned to the evening shift on a two (2) week rotation, until such time as sufficient numbers of new employees have been hired. New employees are those hired after July 1, 1988.

3.6 A separate evening shift is established for Mechanics. The hours will be 3:00 P.M. to 11:30 P.M., Monday through Friday, with a half (1/2) hour unpaid lunch. Mechanics will be on a permanent shift basis with least senior personnel being subject to that assignment. In the event the more senior mechanic volunteers for second shift, he/she will be given preference with the understanding that he/she may not request a change of shift for one (1) year after making the selection.

- A. Employees will receive a ten percent (10%) per hour premium for all hours worked on the evening shift

#### **ARTICLE 4 HOLIDAYS**

4.0 The following holidays shall be observed as days off with pay:

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

In addition to the above holidays, employees shall be granted other paid holidays when Town Hall is closed by action of the Board of Selectman, not resulting from a requirement of a collective bargaining agreement. This does not include Town Hall closings related to emergencies associated with the Town Hall building itself (e.g. a heating failure or weather related condition).

- 4.1 Holidays falling on a Saturday shall be celebrated on the preceding day; holidays falling on Sunday shall be celebrated on Monday.
- 4.2 If an employee is sick on a holiday, he/she shall only receive his/her regular day's pay for that day, which shall not be charged against his/her accrued sick leave.
- 4.3 If an observed holiday falls during an employee's vacation -period, he/she shall be entitled to an additional day off

- 4.4 To receive pay for a holiday, an employee must have worked his/her last scheduled day before the holiday and the first scheduled day following the holiday unless excused upon submitting evidence of sickness or personal emergency satisfactory to the Board of Selectmen. This provision is subject to the grievance procedure.
- 4.5 An employee who has agreed to work on a holiday and fails to do so shall not receive any pay for that holiday, unless his/her absence was due to sickness or personal emergency upon submitting evidence satisfactory to the Board of Selectmen. This provision is subject to the grievance procedure.
- 4.6 An employee on an unpaid sick leave that extends nine (9) months or more after the sick leave began, shall not receive holiday pay.
- 4.7 Employees will be allowed to leave at 12:00 p.m. with no lunch on the day before the following holidays: Christmas Eve, New Year's Eve and Thanksgiving, and 2:00 p.m. on the day before Memorial Day, Labor Day, and the Fourth of July; provided the day immediately before these holidays is a workday.

**ARTICLE 5  
VACATIONS**

5.0 A permanent employee shall be entitled to one (1) day of annual leave (vacation) with pay for each month that the employee is in the employ of the Town, subject to limitations set forth in this Agreement, if any. A probationary employee shall accumulate annual leave at the above rate during his probationary period, but shall not be credited with it until the-successful completion of his/her probation.

5 to 12 years	- 15 days
12 to 15 years	- 17 days
15 years	- 21 days
16 years	- 22 days
17 years	- 23 days
18 years	- 24 days
20 years	- 25 days

Employees hired after July 1, 2010 shall receive the following vacation days.

1 to 4 years	- 12 days
5 to 14 years	- 15 days
15 years and over	- 21 days

An employee on an unpaid sick leave that extends nine (9) months or more after the sick leave began, shall not accumulate vacation days.

5.1 Effective July 1, 2013 all bargaining unit employees will be entitled to the following. Annual leave shall preferably be taken in the year earned and, with the permission of the department head, may be accrued for a period not to exceed that which is accumulated in two (2) years' time, i.e., 24 working days, 30 working days, or 42 working days depending upon the years of service. Vacations may be taken throughout the year and in accordance with current practice. Winter vacation at the Highway Department shall be limited, but not unreasonably denied. All vacations must be approved by the Supervisor in advance of the vacation date.

5.2 Pay in lieu of vacation shall not be granted except in the - following cases:

A. If a permanent employee leaves the employ of the Town of New Canaan.

B. If a permanent employee, while in the Town service, dies and he/she has vacation leave to his/her credit, the salary equivalent to the accrued vacation shall be payable to the following classes in the following order of priority:

1. A named beneficiary whose name has been filed by said employee with the Department of Finance.
2. When not having so filed a name of beneficiary, to his/her widow or widower or widower.
3. When not having named a beneficiary or not having left a widow or widower, to the estate of the deceased.

5.3 Vacation pay shall be paid in advance to all employees when vacation coincides with the Town pay period.

#### **ARTICLE 6 LEAVE PROVISIONS**

6.0 All permanent and probationary employees shall be entitled to accrue one (1.08) days of sick leave with pay for each month during which the employee is in the employ of the Town to a maximum of thirteen (13) () days per year.

6.0.A All permanent and probationary employees shall be entitled to two (2) personal days each calendar year for business that cannot be conducted during the regular workday.

Sick leave shall not accrue while an employee is on an unpaid sick leave that extends nine months after the sick leave began

6.1 Earned sick leave may be accumulated up to a maximum of 180 days.

6.2 The purpose and intent of sick leave is to provide for the continuance of pay in the event an employee falls ill or is injured and is unable to work or is otherwise covered under this Section it is not to be interpreted as "accumulated time off".

Sick leave may be used only in the following cases:

- A. Personal illness or physical incapacity.
- B. Enforced quarantine of the employee in accordance with the community health regulations.
- C. Illness or physical incapacity in the employee's immediate family.
- D. To meet dental or medical appointments or other sickness prevention measures which cannot be scheduled at some other time.
- E. Any personal emergency reason, if approved by his/her department head, and such approval shall not be unreasonably withheld.

6.3 Proof of illness may be required by a department head or the Board of Selectmen and, in the event of an absence for three (3) working days, a physician's certificate may be demanded as proof. In the event of prolonged illness or injury, employees may be required to submit proof of continuing illness or injury from time to time.

6.4 In exceptional cases, the Board of Selectmen may grant additional sick leave with pay. Request for such additional sick leave shall be in writing and must be signed by the employee or his/her agent.

6.5 No reinstatement of vacation time shall be allowed due to illness incurred while on vacation leave unless sufficient proof of such illness can be provided to the Selectmen's Office, in which event such time shall be charged against the employee's sick leave.

6.6 Five (5) days' special leave with pay shall be granted for the death of an employee's spouse, parent, child, or stepchild, and three (3) days shall be granted for the death of any other immediate member of the employee's family. Immediate family, for the purposes of this clause, is defined as grandparent, brother, sister, grandchild, mother-in-law, father-in-law, or any other relative, whether by birth or marriage, actually domiciled in the employee's household or to whose support the employee contributed a majority share.

6.7 Upon the death of an employee, a sum equal to forty-five (45) days of accumulated sick leave shall be paid to the survivor of the deceased employee out of the employee's sick leave benefit.

- A. All employees shall receive upon retirement, a full day's pay for one-half (1/2) of all accumulated sick leave in excess of one hundred ten (110) days.

6.8 Injury Leave

- A. Each permanent employee of the Town shall be entitled to injury leave, as the result of service-connected injury, with full pay for the number of days necessary,

commencing after the fifth (5<sup>th</sup>) workday missed up to a maximum of three (3) months following the date of the injury. A complete report of each accident shall be made to the Selectmen's Office as soon as it occurs.

- B. Payment made to any employee while on injury leave as compensation insurance shall be deducted from the amount to be paid that employee by the Town during each time that he/she is carried on the Town payroll.
- C. If an employee so elects, payments at full salary may be continued for any period of injury leave beyond the three (3) month period to the extent of the employee's accrued unused sick and vacation leave, but not to exceed eighteen (18) months
- D. At any time during the recovery period, the Town can require the, injured employee to undergo a physical examination conducted by a physician designated by the Town.
- E. In exceptional cases, the Board of Selectmen may grant additional injury leave with pay. Request for such additional injury leave shall be in writing and must be signed by the employee or his/her agent.
- F. The Town will provide leave consistent with the Family and Medical Leave Act (FMLA). Additionally, the FMLA leave will run concurrently with other leave entitlements granted under this Agreement. The Town will apply the rolling basis method to determine how much leave an employee is entitled to under the FMLA.

The Town may also require an employee to periodically contact the Town about his or her status while out on FMLA. The Town will consider and treat extended leave requests consistent with applicable state and federal laws.

#### 6.9 Other Leave With Pay

Employees shall be granted leave with pay at the employee's current base rate of pay for the following reasons:

- A. Jury Duty.
- B. Any required appearance before a court or other public - body as a witness through subpoena.
- C. Participation in short term military training in the - United States Military Reserve or National Guard.
- D. Participation in conferences or official meetings which enhance the employee's value to the Town with the permission of the appointing authority.
- E. With the permission of the appointing authority, participation in education or training courses which enhance the employee's value to the Town. Dependent

upon the degree of benefit to the Town and provided funds are available for this purpose, the appointing authority may authorize Town assumption of the tuition cost of training courses and may authorize these courses to be taken on Town time.

In case the employee receives any pay or remuneration, such as a fee for jury duty, a witness fee, or military pay, or a scholarship or fellowship, his/her Town salary shall be reduced by that amount for the duration of the leave.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

- 7.0 Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of the employer-employee relationship will be processed in the following manner at the request of either party:
- A. An employee shall first present his/her grievance within fifteen (15) days of its occurrence to his/her immediate supervisor who shall make careful inquiry into the facts and circumstances of the complaint. The supervisor shall attempt to resolve the problem promptly and fairly.
  - B. If an employee or the Union is dissatisfied with the decision of the supervisor, either the employee or the Union may submit a grievance in writing to the department head within five (5) work days of the answer given by the supervisor. The department head shall make a separate investigation and inform the employee and the Union in writing of his/her decision and the reasons therefor within five (5) work days after receipt of the grievance.
  - C. If the employee or the Union is dissatisfied with the department head's decision, either the employee or the Union may obtain a review by the Board of Selectmen by submitting a request for review within seven (7) calendar days following the receipt of the decision to the department head. The Board of Selectmen shall make such investigation and conduct such hearings as it deems necessary and shall, within fifteen (15) calendar days after the receipt of the employee's request for review, inform the employee and the Union in writing of its findings and decision.
  - D. At any time within fifteen (15) calendar days after receipt of the decision of the Board of Selectmen, the employee or the Union may submit a written request for further review to the Connecticut State Board of Mediation and Arbitration under the rules and procedures, providing that a copy of such arbitration request is provided to the First Selectman at the time the Union requests arbitration.
  - E. The decision of the arbitrator shall be final and binding, provided the arbitrator decides only whether or not a specific provision of this Agreement has been violated and in no event shall the arbitrator have the power or authority to modify,

alter, amend, add to or detract from any provisions of the Agreement. The costs of arbitration, if any, shall be divided equally between the Town and the Union.

- F. Nothing shall preclude the Union from taking up grievances of a general nature in the same manner as described herein.
- G. Any grievance that is not appealed to the next step within the specified time limits, unless both parties agree to an extension, will be considered settled on the basis of the last decision rendered.

## ARTICLE 8 SEPARATION AND DISCIPLINARY ACTION

8.0 Employees shall not be discharged without just cause. Disciplinary actions shall normally follow this order except that severe offenses such as fighting and theft may result in immediate suspension or discharge:

- A. Verbal Warning
- B. Written Warning
- C. Suspension
- D. Dismissal

The Union shall be notified of all disciplinary actions taken within forty-eight (48) hours.

### 8.1 Layoffs

- A. Necessary layoffs shall be made in the following order:
  - 1. Temporary Employees.
  - 2. Part Time Employees.
  - 3. Probationary Employees.
  - 4. Permanent employees in the inverse order of employment in the class and department involved.
- B. Laid off full-time employees (within classifications) with the most seniority shall be rehired first, and no new employees shall be hired in these classifications until all laid off employees in those classifications have been given an opportunity to return to work. If called back, the employee shall indicate within forty-eight (48) hours whether or not he/she will return, and he/she shall report no later than two (2) weeks after the date of notice.
- C. If a reduction in the number of employees within a job classification within a department is required in the judgment of the Town, the employee with the least seniority in the classification being reduced shall have the opportunity to displace any less senior employee in the same pay grade provided the employee is fully qualified to perform the work available. If the employee is unable to displace any less senior employees in the same pay grade, he/she shall displace any less senior

employee in the next lower pay grade provided the employee is fully qualified. If no positions are available for which the employee is fully qualified, he/she shall be laid off.

An employee shall retain seniority status and right to recall for twelve (12) months following the date of layoff

If a laid off employee refuses recall to the job from which the employee was laid off, said employee shall lose recall rights.

D. Employees shall lose seniority for the following reasons:

1. Retirement
2. Voluntary Resignation
3. Unauthorized absence in excess of five (5) work days without satisfactory reason for failure to report to work.
4. Layoff in excess of twelve (12) months.

#### **ARTICLE 9 WAIVER OF RIGHTS/PRIOR PRACTICE**

9.0 The Town and the Union acknowledge during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, each voluntarily and unqualifiedly, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, except that nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that all employees in the bargaining unit have enjoyed and of which the Director of Public Works had personal knowledge since January 1, 1965, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

#### **ARTICLE 10 WAGES**

10.0 Effective and retroactive to July 1, 2013, all employees shall be paid in accordance with the wage rates set forth on the Job Classification and Hourly Rates attached hereto as Appendix A. Appendix B shall become effective July 1, 2014. Appendix C shall become effective July 1, 2015.

10.1 Employees shall advance one (1) step each year, at the beginning or the midpoint of the fiscal year, dependent on date of employment as prescribed in the Personnel Rules and Regulations. The Town may withhold payment of a step for a period not to exceed one

(1) year in the event that the employee's work performance is unsatisfactory in the reasonable judgment of the Employer. An employee so disciplined shall be placed in the step at the conclusion of the withholding period which the employee would have been in had the discipline not occurred. Any employee so disciplined shall be notified in writing at least thirty (30) days before the discipline is to commence.

- 10.2 Annual notification shall be given to each employee on his/her rate of pay, and whenever his/her classification is changed, he/she shall also be so notified.

## **ARTICLE 11 SAFETY AND HEALTH**

- 11.0 Rain gear and boots shall be furnished to employees as needed. Individual assignments will be made to those employees only who normally are required to work out of doors during inclement weather.
- 11.1 Hard hat helmets, safety glasses, safety shoes, and gloves shall be furnished to any employees working in hazardous locations or working on hazardous equipment. Failure on the part of the employee to utilize safety equipment where required shall result in disciplinary action.
- 11.2 Mechanics, Sewer Department employees and all Transfer Station employees shall be furnished a sufficient number of uniforms so as to provide each employee a reasonably clean and odor-free uniform each day.
- 11.3 A safety committee shall be formed by the Town with the Union having a representative. Said committee shall review and recommend safety and health conditions in all departments.
- 11.4 Employees required to work beyond the regular working hours shall receive a meal voucher, which must be used within thirty (30) days, if employed during meal times at 6:00 P.M., 12 midnight, and 6:00 A.M. if employed on a paid holiday or Saturday or Sunday, the noon meal shall be paid. The meal allowance for breakfast shall be ten dollars (\$10.00). The meal allowance for lunch shall be ten dollars (\$10.00). The meal allowance for dinner shall be ten dollars (\$10.00).
- 11.5 A Substance Abuse Policy has been adopted and is described in the document entitled "Town of New Canaan Substance Abuse Policy" in the Town of New Canaan Substance Abuse Guidance Manual dated June 10, 1998.

The Substance Abuse Program in effect for CDL employees will be extended to all Public Works/Park employees effective 30 days after Union ratification of the Contract. From April 2, 2004 to the date of implementation, employees at risk may voluntarily enter the Town's EAP Program. Following implementation, employees found outside of compliance will be given one opportunity to enter the EAP Program as part of a Last Chance Agreement.

- 11.6 Effective and retroactive to July 1, 2013, Mechanics who purchase a tool or tools to be used in the performance of their duties for the Town with the supervisor's approval, and with the appropriate receipt, shall be reimbursed up to \$300.00 for each fiscal year.
- 11.7 Effective and retroactive to July 1, 2013, the annual shoe allowance per fiscal year shall be increased to \$200.00.

**ARTICLE 12  
INSURANCE AND PENSION**

- 12.0 All eligible employees of the bargaining unit, hired after September 1, 1976, shall become members of the Town Group Insurance Plan upon completion of one (1) month of continuous active service. Upon proper application, Insurance Plan benefits are extended to dependents of eligible employees.
- 12.1 The Town Group Insurance Plan shall consist of the following:
  - A. A PPO Plan with the following deductibles and copayments:

Deductible	\$250/\$500/\$750 In Network; \$500/\$1,000/\$1,250 Out of Network
OOP Maximum	\$250/\$500/\$750 In Network; \$2,500/\$5,000/\$6,250 Out of Network
O.V. Copay	\$20 Primary Care; \$40 Specialist
In-Patient Hospital	100% after deductible In Network; 70% Out of Network
Out-Patient Surgery	100% after deductible In Network; 70% Out of Network
Rx	\$10/\$35/\$45 (\$20/\$70/\$90 mail order); commercial version

In addition, an HSA Plan as an option for current employees and only for employees hired after July 1, 2013 with the following premium sharing:

1) PPO Premium Contribution:

Effective and retroactive to July 1, 2014, the annual premium cost sharing shall be fifteen percent (15%) of the single plus one premium. Effective January 1, 2015, the annual premium cost sharing shall be sixteen percent (16%). Effective July 1, 2015, the annual premium cost sharing shall be seventeen percent (17%).

2) HSA Premium Contributions:

Effective July 1, 2014, the annual premium cost sharing shall be nine percent (9%). Effective January 1, 2015, this annual premium cost sharing shall be ten percent (10%). Effective July 1, 2015, the annual premium cost sharing shall be eleven percent (11%). In the event that seventy five percent (75%) or more of the entire bargaining unit are

enrolled in the HSA Plan (Option B), the premium cost sharing for the HSA shall be reduced by one percent (1%)

- 3) Effective and retroactive to July 1, 2013, all new hires who are smokers or otherwise use tobacco products, and those who are morbidly obese, shall contribute an additional two percent (2%) towards the cost of insurance.
- B. Dental Care benefits with a \$50.00 deductible per person and \$100.00 deductible per family per calendar year for all services. Preventative, Diagnostic and Therapeutic Services and Fillings will be paid by the Plan as specified at 100%. Prosthetic and Restorative services are subject to an 80%/20% co-insurance after payment of the deductible up to a \$1500.00 maximum per person per calendar year. The Town shall contribute twenty-five (25) percent of the cost for spousal dental coverage.
- C. Group Life Insurance (\$50,000) and Accidental Death and Dismemberment Insurance (\$50,000) or comparable insurance coverage.
- D. Effective July 1, 2007, each Union member will have the option to elect to not have medical and dental insurance provided to the member and his family by the Town of New Canaan. If the member elects to choose no medical insurance, the member must provide proof of alternative medical insurance for the member and their family. Once proof is provided and verified, the Town of New Canaan will compensate the member three thousand dollars (\$3,000.00). The payments will be received in December and June for each year. The member will have the option of choosing their coverage once each year on the open enrollment date or anything during the year for a qualifying life event.
- E. The Town of New Canaan will offer all full-time employees Flexible Spending Accounts.
- F. Notwithstanding any other provision in the Agreement to the contrary, the Town may change or substitute insurance carriers, self-insurance, administrators or managed care organizations for the above-referenced health benefit programs as long as the programs (meaning coverages, benefits and administration, i.e., timeliness of payments and claims processing) provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall not be less than the programs available to employees under the group health insurance policies described elsewhere in this Agreement. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc., shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. The change in carriers may result in a disruption of access to providers. The Town will provide a copy of a disruption report developed by the carrier(s) who are under consideration. The disruption report will compare the provider network of the carrier(s) under consideration to that of the current carrier provider network. This report will be based on all the providers in the various carriers' networks. It will be based on the percentage of match of providers from the physician encounters based upon the prior year's visits. This report will then be compared to the provider network extended by the new carrier under consideration. The new carrier network must have a 90% or better match of the top 100 physicians, in terms of encounters (number of visits). Of the physicians who are not in this network match, no more than three (3) such physicians can be in any one specialty or discipline. In addition, 100% of the general hospitals in Connecticut shall be in the network for the program under consideration. Furthermore, a change in formulary shall be considered equivalent if

at least 90 of the 100 drugs most commonly used by volume by the bargaining unit members shall be included in the formulary. The Town will notify the union at least sixty (60) days in advance before making any changes in medical carrier/coverage. The Union shall have the right to grieve any change in medical carrier/coverage to determine if the alternate medical carrier/plan is lesser than the replaced program under the group health insurance policies described above in Section 12.1. The Town shall have the right to implement the alternate plan pending resolution of the grievance.

12.2 Effective January 1, 2011, each employee shall contribute one quarter percent (0.25%) of salary to the Town's Other Post-Employment Benefits Trust. Effective January 1, 2015 the employee contribution shall increase to one-half percent (.50%) of salary; effective January 1, 2016, it shall increase to three-quarters percent (.75%) of salary

12.3 Pension benefits shall be granted in accordance with "The Funded Retirement Plan of the Town of New Canaan, Connecticut" and the "Town of New Canaan Benefit Plan for Widows and Dependents", effective July 1, 1989, with amendments thereto (collectively "the Town of New Canaan Pension Plan" or "the Pension Plan"). Effective July 1, 1996, full benefits without reduction for early commencement will be available on and after age 60 if the participant has at least 25 years of service. Employees hired on or after July 1, 2010 will receive a defined contribution plan, subject to employee contribution and will not participate in the Town of New Canaan Pension Plan. The Town will match the employee's contribution up to six (6%) percent of the employee's base salary each fiscal year.

12.4 "Average Annual Compensation" shall mean the Highest Single year within the ten (10) year period immediately preceding the date of computation.

In determining the Average Annual Compensation, compensation in any calendar year shall be limited to that portion which does not exceed the taxable wage base in effect on the first day of such calendar year.

12.5 The employee contribution to the Pension Plan shall be one percent (1%). Effective July 1, 2010, the employee contribution to the Pension Plan shall be one and one half percent (1.5%). Effective January 1, 2015, employee contributions shall be two and one-quarter percent (2.25%) and effective January 1, 2016, employee contributions shall increase to three percent (3%). Effective July 1, 2014, employees who have thirty (30) or more years of credited service shall no longer contribute towards the cost of the pension plan.

12.6 For purposes of this Pension Plan, the surviving spouse benefits shall be equally applicable to the surviving spouse of a deceased member, regardless of sex, provided, however, that such surviving spouse has been the spouse of such member at least twelve (12) months prior to the date of death of the member. The effective date for the amendments to the Town's Pension Plan regarding "spouse's benefits" is changed from January 1, 1996 to January 1, 1989.

12.7 Effective January 1, 2010, the Normal Retirement Benefit shall be equal to two and one quarter percent (2.25%) of employees average annual compensation immediately prior to

Normal Retirement date or Deferred Retirement Date, whichever is applicable, multiplied by employees years of Credited Service (including 1/12<sup>th</sup> of a year for each completed month in excess of completed years) up to a maximum of 30 years of Credited Service.

12.8 The parties agree that the actuarial reduction for early retirement after age 55 and prior to age 60 will be six (6%) percent per year. Effective for retirements on and after the date this Agreement is signed, there shall be no actuarial reduction for early retirements after age 60.

12.9 Medical Insurance for Retired Employees:

A. Upon Normal Retirement of any employee, the Town shall provide and pay for single only coverage under the current medical plan in effect for the bargaining unit as same may be modified in the future for active employees through collective bargaining subject to the retiree's premium contribution, which shall be the same as that of active employees, as same may be modified in the future for active employees through collective bargaining from such date of Normal Retirement, until his Medicare retirement date. Employees hired after July 1, 2010 must have twenty five years service plus be age 60 to receive retiree medical benefits. Employees hired after July 1, 2010 shall pay fifty percent (50%) of the premium cost for retiree single coverage insurance.

B. The retired employee shall have the option of purchasing, at his or her own cost, the same insurance coverage that is available to him or her for their spouse or dependent, until they reach the Medicare retirement date. In the event the retired member has comparable benefits available at no additional cost to him or her (resulting from his or her subsequent employment, or through the employment of his or her spouse) the benefits provided under this Section will be suspended.

C. Upon normal retirement of any employee, the Town shall provide and pay for a Medicare Supplement Plan subject to the retiree's premium contribution which shall be the same percentage as that of active employees. Employees hired after July 1, 2010 who qualify for retiree medical benefits under Section 12.9(A), above, shall pay fifty percent (50%) of the premium cost for the Medicare Supplement Plan.

D. Effective January 1, 2012, employees hired prior to July 1, 2010 upon normal retirement shall receive a stipend of \$2,250.00 annually to apply toward the cost of their own or their spouse's retiree medical benefits through age 64 for the employee and through age 64 for his/her spouse.

12.10 Effective July 1, 2007, employee will have the ability to sell back to the Town up to twenty-five (25) paid sick days for a .5% increase in the pension benefit. The employee will also have the right to sell up to fifty (50) vacation days for a .5% increase in the pension benefit. At the time of retirement if the employee has the maximum accumulation of 25 sick days and the maximum accumulation of 50 vacation days which

can be sold back for pension credit (3-3/4% increase in employee pension) the Town of New Canaan will add .5% to employee's pension for a total increase of 4.25% in the employees' pension benefit.

- 12.11 One member, whom is elected by the membership, may sit on the Town's Pension Fund Committee as a non-voting member.

### **ARTICLE 13 LONGEVITY**

- 13.0 All eligible employees of the bargaining unit shall receive an extra premium for longevity based on the following.

A.	After 5 years of service	\$175.00
B.	After 10 years of service	\$300.00
C.	After 15 years of service	\$400.00
D.	After 20 years of service	\$500.00

This longevity premium shall be paid fifty percent (50%) in the first pay period in December and fifty percent (50%) in the second pay period in June of each year.

Employees hired after July 1, 2010 are not eligible to receive a longevity premium.

### **ARTICLE 14 MANAGEMENT'S RIGHTS**

- 14.0 The Town as employer shall have the sole and exclusive right to manage and direct its affairs and work force. These rights shall include, but not be limited to, the right to hire, layoff, promote, suspend or demote, discipline, or discharge for proper cause; to transfer or to assign; to determine the extent to which facilities are operated, including but not limited to, the determination of the work to be assigned to each employee and the work to be contracted out; to establish and change methods, work schedules, equipment, materials, or processes, to extend, limit, or curtail its operations when it may deem it advisable to do so; to classify employees and designate foremen and supervisors; to judge the quality of work performed and to determine merit increases; to change job content; to create new qualifications; to establish wage rates for new or changed jobs; and to exercise any other function of management not expressly limited by the clear and explicit language of some other provision of this Agreement.

### **ARTICLE 15 UNION SECURITY**

- 15.0 The Town agrees to deduct an initiation fee and monthly dues from the wages of all Town employees covered by this Agreement, provided each employee voluntarily executes a written authorization for such deduction. All employees who are members of the Union shall, as a condition of employment, either remain members or pay an amount equal to the monthly membership dues for the duration of the Agreement. All employees

hired on or after March 1, 1978, shall, as a condition of employment either remain members or pay an amount equal to the monthly membership dues for the duration of the Agreement. The Town shall not be responsible for the collection of delinquent dues.

- 15.1 The deduction will be made on a regular monthly basis in the amount specified by the Union and shall be remitted to the AFSCME Treasurer of Local 1303 within a uniform period.
- 15.2 The monthly remittance to the Union will be accompanied by a list of names of employees whose dues deductions have been made.
- 15.3 The Town shall prepare a list of full-time employees showing their seniority in length of service with the Town and deliver the same to the Union Local on September 1 of each year. Upon completion of their probationary period, new employees shall be added to this list.

#### **ARTICLE 16 EMPLOYER-EMPLOYEE COMMUNICATIONS**

- 16.0 It shall be incumbent upon both parties to arrange joint meetings of the Town, Union Representatives, and members of the bargaining unit at least twice a year.
- 16.1 It shall be the intent and purpose of these meetings to provide for a wider range of communications between the participants.
- 16.2 It is incumbent upon the Union to promote and encourage voluntary participation in these meetings by its membership.

#### **ARTICLE 17 SENIORITY**

- 17.0 The Town and the Union hereby recognize the principle of seniority for purposes of promotion, transfer, filling vacancies, vacation preference, layoffs and recall subject, however, to the limitation that seniority would prevail if ability, qualifications, experience and training were substantially equal. Any appointment as a new employee, as well as any promotion to a higher classification, shall be subject to a six (6) month probationary period.
- 17.1 Vacancies to be filled in the appropriate job classifications shall be posted for at least seven (7) days. Consideration will be given to the most senior employee applicant in the event two (2) or more applicants are determined to be equally qualified to fill the vacancy.

#### **ARTICLE 18 TERMINATION**

18.0 This Agreement shall be effective upon ratification and shall continue in full force and effect through June 30, 2016.

18.1 Negotiations for a successor Agreement shall begin no later than the January 15th immediately preceding the expiration date of this Agreement provided that either party has notified the other of its desire to negotiate a successor Agreement.

**IN WITNESS WHEREOF**, Robert Mallozzi, as Selectman and acting herein on behalf of the Board of Selectmen and the Town of New Canaan, hereunder duly authorized by the Town Council, has hereunto set his hand and the seal of the Town, and John Killinger, as Chairperson of Local 1303-013 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereunto duly authorized by said Local and Council, has hereunto set his hand this 27<sup>th</sup> day of ~~May~~ June, 2014.

Signed, Sealed and Delivered

The Town of New Canaan

Local 1303-013 of Council 4  
American Federation of State, County  
and Municipal Employees, AFL-CIO

By: *R. E. Mallozzi*  
Selectman

By: *[Signature]*  
Local Chairman

By: *[Signature]*  
Vice Chairman

ATTEST:

By: \_\_\_\_\_

By: *Kelly Martinez*  
AFSCME, Council 4

**APPENDIX A  
JOB CLASSIFICATIONS  
AND HOURLY WAGE RATES**

**EFFECTIVE RETROACTIVE FROM JULY 1, 2013**

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Groundsman I	20.29	22.46	24.00	24.86	25.77
Laborers	21.72	24.00	25.77	26.83	27.73
Groundsman II					
Chipper Operator					
Building Custodian					
Tractor Operator	22.93	25.33	27.30	28.38	29.46
Groundsman III					
Scale Operator					
Equipment Operator II					
Sewer Plant Operator					
Transfer Station Operator					
Highway Crew Leader	24.08	26.62	28.67	29.78	30.94
Mechanic					
Sewer Lab Technician					
Sewer Plant Operator Technician					
Equipment Operator III					
Park Crew Leader					
Mason					
Irrigation Technician					
Welder/Equipment Operator	25.68	28.39	30.56	31.84	33.06
Mechanic/Shop Foreman					
Field Technician					

**APPENDIX B  
JOB CLASSIFICATIONS  
AND HOURLY WAGE RATES**

**EFFECTIVE FROM JULY 1, 2014**

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Groundsman I	20.70	22.91	24.48	25.35	26.28
Laborers Groundsman II Chipper Operator Building Custodian	22.15	24.48	26.28	27.36	28.29
Tractor Operator Groundsman III Scale Operator Equipment Operator II Sewer Plant Operator Transfer Station Operator	23.39	25.84	27.85	28.95	30.05
Highway Crew Leader Mechanic Sewer Lab Technician Sewer Plant Operator Technician Equipment Operator III Park Crew Leader Mason Irrigation Technician	24.56	27.16	29.25	30.38	31.56
Welder/Equipment Operator Mechanic/Shop Foreman Field Technician	26.20	28.96	31.17	32.47	33.72

**APPENDIX C  
JOB CLASSIFICATIONS  
AND HOURLY WAGE RATES**

CLASSIFICATION	EFFECTIVE JULY 1, 2015			STEP 4	STEP 5
	STEP 1	STEP 2	STEP 3		
Groundsman I	21.11	23.37	24.97	25.86	26.81
Laborers Groundsman II Chipper Operator Building Custodian	22.59	24.97	26.81	27.91	28.86
Tractor Operator Groundsman III Scale Operator Equipment Operator II Sewer Plant Operator Transfer Station Operator	23.85	26.35	28.40	29.53	30.65
Highway Crew Leader Mechanic Sewer Lab Technician Sewer Plant Operator Technician Equipment Operator III Park Crew Leader Mason Irrigation Technician	25.05	27.70	29.83	30.99	32.19
Welder/Equipment Operator Mechanic/Shop Foreman Field Technician	26.72	29.54	31.80	33.12	34.39

MEMORANDUM OF UNDERSTANDING THE TOWN OF NEW CANAAN  
and -

LOCAL 1303 OF CONNECTICUT COUNCIL #4 AFSCME, AFL-CIO

Groundsman I

It is the intention of the Town of New Canaan to retain the position of Groundsman I for the following purposes:

1. To provide an entry level position to an individual who has had little or no experience and who might not otherwise be hired.
2. To provide a position to an individual of limited abilities who may not ever be capable of operating any power equipment other than to walk behind a lawn mower or to perform other duties more complex than those outlined on the Groundsman I job description.