

WORKING AGREEMENT

BETWEEN

**THE TOWN OF EAST HAMPTON
WATER POLLUTION CONTROL AUTHORITY
(Under Joint Facilities Committee Administration)**

AND

**LOCAL R1-319
NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES
NAGE**

JULY 1, 2021 - JUNE 30, 2024

TABLE OF CONTENTS

	<u>Page</u>
Article I - Recognition and Unit Description	2
Article II - Union Security	2
Article III – Wages	2-3
Article IV - Holidays, Personal Days, and Family Funeral Leave	3-4
Article V - Hours of Work	4-5
Article VI - Overtime and Holiday Pay	5-7
Article VII – Seniority	7-8
Article VIII - Layoffs and Recalls	8-9
Article IX – Uniforms	9
Article X - Safety and Health	10
Article XI – Vacations	10-12
Article XII - Sick Leave	12-14
Article XIII - Workers' Compensation	14
Article XIV - Medical Care Insurance	14-16
Article XV – Retirement	16-17
Article XVI - Grievance Procedure	17-18
Article XVII - No Strike	18
Article XVIII - Promotions and New Positions	18-19
Article XIX – Discipline	19
Article XX - General Provisions	19-21
Article XXI - Union Activities Leave	21-22
Article XXII - Job Classification	22
Article XXIII – Severability	22
Article XXIV - Management Rights	22-23
Article XXV - Duration of Agreement	23
Signature Page	23
Appendix A – Wages 2021-2024	24
Appendix B – Longevity	25

**WATER POLLUTION CONTROL EMPLOYEES
(Under Joint Facilities Committee Administration)**

DEFINITIONS

The following definitions shall be used and applied to all sections of this Agreement.

Chief Administrative Officer - shall mean the Town official filling the Charter designated position of Town Manager, who is recognized as the Chief Administrative and Chief Executive Officer of the Town pursuant to law.

Members of the Unit - shall include all members of the bargaining unit.

Regular Full-time Employees - shall mean any employee in the bargaining unit who works twenty (20) hours or more per week.

Full-time Employee and Regular Full-time Employee - shall mean the same thing, an employee in the bargaining unit.

The Town - shall mean the Town of East Hampton Water Pollution Control Authority, herein represented by the Joint Facilities Committee of Colchester and East Hampton who operate and manage the treatment plant. The term Town does not include any other operating units within the Town of East Hampton.

Resignation Without Prejudice - shall mean any employee who voluntarily resigns from Town service with no disciplinary charges pending against him/her.

Resignation With Prejudice - shall mean any employee who resigns rather than facing charges against him/her.

PREAMBLE

This Agreement made and entered into by and between the TOWN OF EAST HAMPTON, CONNECTICUT WATER POLLUTION CONTROL AUTHORITY (hereinafter referred to as the "Town") and LOCAL R1-319 of the NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES (hereinafter referred to as the "Union") by virtue of negotiations between the Town and the Union under Chapter 113, Sections 7-467 through 7-477 of the General Statutes of the State of Connecticut (hereinafter referred to as "MERA"), as amended from time to time, in order to fix the wages, hours of employment and other conditions of employment of all members of the unit as that term is hereinafter defined.

**ARTICLE I
RECOGNITION AND UNIT DESCRIPTION**

Section 1. The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment of all employees of the East Hampton Water Pollution Control Authority who are employed as Operator In Training, Operator I, Operator II, Operator III, Process Control Operator, Chief Operator, excluding the superintendent of the plant.

Section 2. Hereinafter all of the employees in the bargaining unit shall be referred to collectively as “the Unit” and all members of the Unit shall be referred to as the “employee” or “employees”.

**ARTICLE II
UNION SECURITY**

Section 1. The Town agrees to deduct from the pay of all employees who individually certify in writing to the Town that they authorize such deductions and such dues as may be fixed and certified to the Town by the Union and allowed by MERA. The Town will remit to the Union any amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. Such authorizations, forwarded to the Town not less than ten (10) days prior to the first pay day of the month, shall be effective the month received by the Town.

Section 2. If an employee resigns, retires, is terminated or receives a leave, any unused portion of his Union dues shall be returned to said employee upon his written request to the Town and the Union. When an employee does not have sufficient money due him after deductions required by law, Union dues for such deduction periods shall be deducted in the first dues deduction pay period in which the employee has sufficient funds due him.

Section 3. The Union, its officers and members, shall not intimidate or coerce employees into joining or remaining members of the Union; and the Town shall not intimidate or coerce employees for the purpose of not joining the Union.

Section 4. The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article II. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were, or should have been, made.

**ARTICLE III
WAGES**

Section 1. The pay rates and pay ranges for job classes in the Unit, for the period July 1, 2021 through June 30, 2024, are set forth in Appendix A, attached hereto and made a part hereof.

Section 2. Longevity pay will be paid annually to eligible employees according to the schedule set forth in Appendix B attached hereto and made a part hereof.

**ARTICLE IV
HOLIDAYS, PERSONAL DAYS AND FAMILY FUNERAL LEAVE**

Section 1. The Town shall provide the following paid holidays for all regular full-time employees of the unit:

New Year's Day	Columbus Day
Martin Luther King Day (observed)	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day	Two Floating Holidays
Labor Day	

In the event that any of the above mentioned holidays fall on a Saturday, said holiday shall be observed on the preceding Friday; in the event the holidays falls on a Sunday, it shall be observed on the following Monday. In order to receive pay for an observed holiday, an employee must be in work or paid leave status on the scheduled work day immediately preceding, and following, the holiday. The Town may, if abuse is suspected, require a note from the treating physician for the illness that caused the absence illness the day before and/or the day after a holiday, in order for an employee to qualify for holiday pay.

Section 2. If a holiday falls while an employee is on sick leave, he shall be paid for the holiday and no deduction shall be made from his sick leave bank. If a holiday falls during an employee's vacation, he shall be paid for the holiday and no deduction shall be made from his/her vacation time.

Section 3. A full time employee who has successfully completed the entry-level probationary period may be granted paid personal leave days. Such days may only be taken with the approval of the employee's immediate supervisor, which will not be unreasonably denied; the time will be used for necessary personal business that otherwise cannot be conducted outside of the work day.

Three (3) personal leave days will be granted to each employee at the beginning of each contract year. Personal leave days not used in one (1) contract year will not carry over into any later contract years.

Pay shall be equal to the hourly rate times the number of hours in a regularly scheduled day for each particular employee. At the discretion of the employee's supervisor, personal leave days may be combined with vacation or may be taken with other personal leave days in the same week. Except in the case of an emergency, employees must request approval from their immediate supervisor to take such leave at least forty-eight (48) hours in advance.

Approved personal leave may be taken in one-half (1/2) hour increments.

Section 4. Each regular full-time employee shall be granted funeral leave up to a total of three (3) working days, or four (4) working days when the funeral is held over three hundred (300) miles from the employee's home, between the date of death and the funeral, inclusive, in the event of the death of the employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, stepchild, or stepparent.

Each regular full-time employee shall be granted, with pay, funeral leave up to a total of two (2) working days, or three (3) working days when the funeral is held over three hundred (300) miles from the employee's home, between the date of death and the funeral, inclusive, in the event of death of the employee's father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law.

Each regular full-time employee shall be granted, with pay, funeral leave up to a total of one (1) working day, or two (2) working days when the funeral is held over three hundred (300) miles from the employee's home, between the date of death and the funeral, inclusive, in the event of death of the employee's aunt or uncle or niece or nephew.

Funeral leave shall apply only to an employee who is actually in attendance at the funeral or engaged in activities in connection therewith.

Section 5. Employees out of work due to a workplace injury shall not be eligible for holiday pay during such absence if the employee is receiving workers' compensation benefits (any form of temporary total disability benefits, temporary partial disability benefits or a permanency award), in accordance with the Connecticut Workers' Compensation Act during such absence.

Section 6. If an employee draws seven (7) holidays in a contract year, the employee will be credited with one (1) personal day to be used within such contract year. The use of the day requires: (a) approval of the employee's immediate supervisor; and (b) adherence to the requirements set forth under Article IV, Section 3. Effective July 1, 2022, if an employee draws six (6) holidays in a contract year, the employee will be credited with one (1) personal day to be used within such contract year. The use of the day requires: (a) approval of the employee's immediate supervisor; and (b) adherence to the requirements set forth under Article IV, Section 3.

ARTICLE V HOURS OF WORK

Section 1. The standard work week for regular, full-time employees of the Town shall consist of forty (40) hours made up of five (5) days of eight (8) continuous hours each, Monday through Friday, from 7:00 a.m. to 3:30 p.m. exclusive of an unpaid lunch period of one-half (½) hour duration. The work day shall be considered to run from midnight to midnight, (12:00:01 a.m. - 12:00:00 p.m.), with employees receiving no more than twenty-four (24) hours pay for any one workday.

Section 2. Each employee may have two (2) fifteen (15) minute breaks each work day, one in the morning and the other in the afternoon or at the end of the day.

Section 3. When an employee is required to work for extended periods during emergency winter and other conditions, no such employee shall be required to work more than ten (10) consecutive hours in addition to said employee's normal work day. Each employee shall be granted up to four (4) hours of rest time with pay at the said employee's regular base rate of pay after working sixteen (16) consecutive hours. The rest time provided for in this Section 5 shall be scheduled by the Town in its absolute discretion with a view toward maximum efficiency of work and safety of employees.

Section 4. Any employee assigned to carry a beeper shall be considered on standby and must be able to respond to a call within thirty (30) minutes. He shall be paid according to the following schedule:

	First Call Out	Second Call Out
Year 1: (July 1, 2021 – June 30, 2022):	\$125.00	\$105.00*
Year 2: (July 1, 2022 – June 30, 2023):	\$125.00	\$125.00
Year 3: (July 1, 2023 – June 30, 2024):	\$130.00	\$130.00

*(upon approval of the collective bargaining agreement by the joint facilities commission)

ARTICLE VI OVERTIME AND HOLIDAY PAY

Section 1. All employees in the Town who perform authorized overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1½) his regular base rate of pay for such authorized overtime.

Section 2. Employees required to work on Saturday shall be paid time and one-half (1½). Employees working on Sunday shall be paid double time pay.

Section 3. When a full-time employee is ordered to work on an official town holiday, as defined in Article IV above, he shall be compensated at the rate of time and one-half (1½) his regular base rate of pay in addition to holiday pay for all hours actually worked and authorized; excepting, however, an employee working on New Year's Day, Memorial Day, Thanksgiving Day and Christmas shall be compensated at the rate of twice the employee's regular base rate of pay in addition to the holiday pay for all authorized overtime. The holiday for double pay purposes shall be the entire twenty-four (24) hour period.

Section 4. Overtime assignments shall be allocated among full-time employees on a fair and reasonable basis to the fullest degree practicable, by rotation following the beeper schedule. If an employee is scheduled for, or offered overtime, and does not avail himself of the opportunity to work, he will be charged with the scheduled overtime as if he had worked.

Section 5. The Town has the right to schedule overtime as required. There shall be no concerted action against overtime work by employees. Should the Town be unable to fulfill its overtime

schedule because of the following order of refusals, the Town may require the first call operator to perform the necessary work required:

- first call;
- backup;
- next in line for first call; and
- refusals.

Section 6. When a regular full-time employee, after departing from his regularly scheduled work day, is officially ordered to report back to work for emergency service, he shall be compensated for all hours worked at the rate of one and one-half (1½) times his regular base rate of pay, for three (3) hours minimum. Only hours worked between the employee's regularly scheduled quitting time and one (1) hour before his next regularly scheduled starting time are subject to this provision. Continuous hours of overtime at the end of the regular workday will be compensated on an as worked basis.

Section 7. When a regular, full-time employee is officially ordered to report to work for emergency service one (1) hour before his next regularly scheduled starting time, he shall be compensated for all hours worked at the rate of one and one-half (1½) times his regular base rate of pay for three (3) hours minimum.

Section 8. An employee called to work before or after his regularly scheduled work day shall be paid from the time he is called to report to work, provided he reports for work no later than thirty (30) minutes after such notification, otherwise, he will be paid from the time of reporting.

Section 9. Employees who are required to work overtime four (4) or more hours beyond the end of their regular shift will be permitted a one-half (½) hour meal break during that four (4) hour period with no interruption in pay. Employees will be paid for meals during the break, not to exceed twenty dollars (\$20.00).

Section 10. During emergency situations, the Town, in its discretion, may provide a meal to eligible bargaining unit employees at a local eating establishment that the Town has an account with in an amount of up to the allowances set forth below. If a meal at a local eating establishment is not an option offered by the Town, eligible employees will be reimbursed for meals (with the submission of a receipt) for the performance of work while working overtime work, in an amount of up to the following:

Breakfast	\$10.00
Lunch	\$10.00
Supper	\$20.00

Employees called in prior to 6:00 a.m. shall be eligible for the breakfast meal allowance, and those working an extended work day after 6:00 p.m. shall be eligible for the supper meal allowance. In order to qualify for the applicable meal allowance, an employee must be working during the times

referred to above. Additionally, the meal must be purchased on the day of the actual event giving rise to the meal allowance.

Section 11. An operator who misses his on-call responsibilities due to an injury or illness shall, upon his return to work, be placed on-call regardless of his spot on the on-call rotation list (if he is able to perform the on-call work) and will then return to his regular spot on the on-call rotation list.

ARTICLE VII SENIORITY

Section 1. The purpose of seniority is to provide a declared policy of right of preference as to layoffs, transfers, vacations, promotions and other working conditions.

Section 2. For the purposes of this Agreement, seniority shall be based on the employee's total length of continuous service as a regular, full-time employee of the Town and shall be determined from the date such employee was officially appointed as a regular full-time employee.

Section 3. All new employees covered by this Agreement shall serve a probationary period of six (6) months. Determination of the employee's level of performance, whether satisfactory or not, is at the sole discretion of the Public Utilities Administrator, or his designated representative, during this period. During the probationary period, the employee shall be on probation and may be discharged or disciplined for any reason whatsoever, without right of appeal. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the employee's probationary period his seniority shall date back to the date of his original employment as an employee of the Town. If the probationary period is extended for any reason, written notice thereof shall be given to the Union.

Section 4. An employee's earned seniority shall not be broken because of absence due to illness, vacations, authorized leave, or any call to military service for the duration.

Section 5. An employee's seniority in the unit will be broken and cease when he:

- A. Quits.
- B. Retires.
- C. Is discharged for just cause.
- D. Obtains a leave of absence by false or misleading statements.
- E. Is absent from work for three (3) consecutive days without giving notice to his supervisor.
- F. Exceeds a leave of absence without satisfactory explanation to the Town.
- G. Fails to report to work within fourteen (14) calendar days after written notice of recall.
- H. Accepts employment elsewhere while on leave of absence.
- I. Is laid off for a consecutive period equal to his seniority at the time of such layoff, but in no event to exceed eighteen (18) months.

Section 6. 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 at its request but in no event more often than once per fiscal year.

ARTICLE VIII LAYOFFS AND RECALLS

Section 1. When a personnel reduction, in any classification, is required for whatever reason, employees shall be laid off in the inverse order of length of service as defined in Article VII above.

Section 2.

A. Layoffs

Layoffs within classification shall be made by seniority and take effect as follows:

1. Temporary and/or seasonal employees;
2. Probationary employees;
3. Employees working twenty (20) hours but less than forty (40) hours;
4. Regular, full-time employees.

An employee scheduled for layoff may, if he so desires, replace an employee with less seniority in an equal or lower job classification, provided the employee qualifies for the position without retraining and has greater job seniority than the employee he replaces. Such employee's base rate in the lower classification shall be that rate which is nearest to, but does not exceed, his previous base rate and, in no case shall the regular base rate of pay exceed the maximum base rate of the classification.

B. Recalls

Laid off employees, within classifications with the most seniority shall be rehired first, and no employee shall be hired in these classifications until all laid off employees in those classifications have been given the opportunity to return to work within fourteen (14) calendar days of written notification. Such written notice shall be deemed to have been given when the notice has been sent by certified mail to the employee's last known address. Failure to respond in writing to a notice of an opening within fourteen (14) calendar days from the delivery of said notice shall be deemed a refusal to accept re-employment. If an employee has not been recalled within a period of two (2) years, the Town will drop their name from the recall list and have no further obligation under this section to rehire said employee.

Section 3. Regular employees subject to layoff shall be notified in writing, two (2) calendar weeks prior to the effective date, but, in an emergency, not less than one (1) calendar week. In the event that a layoff is pending or proposed, the Town shall notify the Union as soon as practical, but in no event less than forty-eight (48) hours prior to the time said layoff is to be effective.

Section 4. Members of the unit whose names are on the recall list shall be notified of opportunities for temporary, part-time or seasonal employment. No new employees shall be hired for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit recall rights by declining such employment.

Section 5. Employees reinstated, before the expiration of eighteen (18) months of their layoff, shall regain their seniority and provided, however, that the period of separation will not count toward seniority.

ARTICLE IX UNIFORMS

Section 1. Upon submission of a receipt for the purchases, the Town shall reimburse annually, all regular full-time employees who are normally required to wear a uniform, the actual cost of the required uniform, to include a winter jacket, a light weight jacket, pants and shirts up to a maximum of \$350.00 in year 1 of the contract (July 1, 2021 through June 30, 2022), \$350.00 in year 2 of the contract (July 1, 2022 through June 30, 2023) and \$375.00 in year 3 of the contract (July 1, 2023 through June 30, 2024) to also include lab coats and coveralls, as necessary, as determined by the plant superintendent. The color and style of such uniforms shall be agreed to by the Town and the Union. The Town may designate a single source vendor to purchase the clothing from, with mutual agreement by the Town and the Union giving due consideration to price and quality. Neither party's agreement will be unreasonably withheld. Cleaning of issued clothing shall be the responsibility of the employee. Title to all issued uniforms shall remain with the Town. Uniforms shall be turned in when an employee terminates employment with the Town.

Section 2. The Town shall reimburse each employee, who is required by law and regulations to wear safety shoes, for the purchase of said safety shoes up to a maximum of two hundred twenty-five dollars (\$225.00) in each contract year upon submission of a receipt for the purchase. Safety shoes are defined as shoes with steel toes and steel shank or may be constructed of composite material as approved by the American National Standards Institute (ANSI).

Section 3. Unless otherwise authorized by the Plant Superintendent, employees shall be required to wear all items of the prescribed working uniform. If any employee fails to wear such uniform items as made available and prescribed by the Town, he shall be subject to the disciplinary procedure provided in Article XIX.

**ARTICLE X
SAFETY AND HEALTH**

Section 1. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 2. The Town shall, at its sole cost and expense, furnish to all regular full-time employees who are normally required to wear same, foul-weather gear, i.e., raincoats, rain hats, boots, dry and wet weather gloves, etc., and for their care as necessary.

Section 3. The Town shall furnish safety helmets, safety glasses or goggles and facemasks to employees working in hazardous locations, and equipment as prescribed by the Plant Superintendent. If such equipment has been issued and the employee fails to wear such equipment, he shall be subject to the disciplinary procedure provided in Article XIX.

The Town will reimburse an employee fifty percent (50%) of the price of prescription safety glasses, up to a maximum of one hundred dollars (\$100.00) per purchase. A receipt for the purchase of the glasses must be provided by the employee in order to receive reimbursement. The glasses may be used by employee either at work or at home. The Town will reimburse employees for the initial purchase of prescription safety glasses and as needed for replacement glasses when such replacements are needed as a result of breakage or retirement under normal use or as a result of reasonable loss.

Section 4. The Town shall replace such foul-weather gear and safety equipment as found necessary upon inspection, and as approved by the Plant Superintendent. Such replacement shall be at the Town's expense, except that gear or equipment damaged or lost through the employee's negligence or wrongdoing shall be replaced at the employee's expense.

Section 5. If an operator of mechanical equipment reasonably believes that the equipment that he is operating, or about to operate, is unsafe, he should report his concerns to the foreman or supervisor on duty at the time. No employee may operate equipment that he or she reasonably believes to be unsafe.

Section 6. The Town agrees to abide by and follow all State and federal statutes and regulations with respect to providing safe, healthy and sanitary conditions for all employees in the unit.

**ARTICLE XI
VACATIONS**

Section 1. Regular, full-time employees shall be eligible for annual vacation leave paid at forty (40) hours times an employee's straight time hourly rate at said employee's normal weekly salary, exclusive of overtime for each week, in accordance with the following schedule:

Length of Continuous Service**Vacation Leave Earned**

Less than one (1) year	zero (0) days*
Upon completion of one (1) year	ten (10) days
Upon completion of five (5) years	fifteen (15) days
Upon completion of ten (10) years	twenty (20) days
Upon completion of fifteen (15) years	twenty-five (25) days

*After six (6) months, an employee in good standing may be permitted to take five (5) days of vacation from the ten (10) days he/she will earn upon the completion of one (1) year of service.

Years of service for determining vacation eligibility hereunder shall be based upon full years of employment and the employee's anniversary date of employment shall be used.

Section 2. Requests for vacation time shall be made at least forty-eight (48) hours in advance and shall be granted where practicable to employees in accordance with seniority rights within classification. Vacation requests made without notice will be considered in light of operating needs and vacation schedules. There will be no mass shutdown for vacation purposes. The minimum amount of vacation time that may be used is two (2) hours.

Section 3. Employees shall be allowed to accumulate unused vacation leave from year to year up to a maximum of twenty-five (25) vacation days. Notwithstanding anything to the contrary set forth in this Section 3, any employee who has accumulated in excess of twenty-five (25) vacation days as of July 1, 1990 shall be allowed to maintain said accumulated vacation time but it shall not be increased thereafter. The Town has the option to purchase excess accumulated vacation time from employees who have maintained same under this Section.

Section 4. When a holiday occurs during a regular vacation, the employee shall be paid for the holiday and no deduction shall be made from his/her vacation time.

Section 5. An employee who is separated, discharged or retired from Town service shall be paid the total of his accrued vacation leave prior to the date of such separation. Retiring employees may not utilize vacation time to extend retirement date. Payment for such days shall be in two (2) payments: the first during the then current fiscal year and the second payment one (1) year after the first payment.

Section 6. In the event of the death of an employee, the employee's accrued vacation time shall be paid to the employee's estate, up to the maximum number of hours permitted, provided, however, for purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through the date of death. Payment for such days shall be in two (2) payments: the first during the then current fiscal year and the second payment one (1) year after the first payment.

Section 6. In the event of the death of an employee, the employee's accrued vacation time shall be paid to the employee's estate, up to the maximum number of hours permitted, provided,

however, for purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through the date of death.

ARTICLE XII SICK LEAVE

Section 1. Authorized sick leave shall be considered to be absent from duty, with pay, for the following reasons:

- A. Personal illness, physical quarantine, physical incapacity, or non-compensable bodily injury, except where directly traceable to employment by an employer other than the Town.
- B. When the employee is required to undergo medical, optical, or dental treatments, only when this cannot be accomplished on off duty hours, and provided the Plant Superintendent is notified at least two (2) days in advance of the day on which the absence is to occur.
- C. When the serious illness, as defined under the Federal Family & Medical Leave Act, of a member of the employee's immediate family living in his household requires his personal attendance, when supported by a doctor's certificate.

Section 2. The Town may require proof of illness for any authorized sick leave, provided, sick leave in excess of three (3) consecutive days must be accompanied by a note from the employee's treating physician for the illness causing the employee's absence from work.

Additionally, in the event that an employee either demonstrates a pattern of absenteeism or an abuse of sick leave, the Town may require a note from the employee's treating physician addressing the employee's absences.

In the judgment of the Plant Superintendent, proof of sick leave may include a doctor's certificate, or other proof of illness or injury from the employee's treating physician for the illness that caused the absence, indicating the nature and duration of the illness. Proof of illness or injury will not normally be required for sick leave of less than four (4) consecutive full work days or less than eight (8) full work days per rolling twelve (12) month period. If the frequency rate rises to eight (8) full work days, a doctor's certificate from the physician treating the employee for the illness that caused the absence may be required for all illnesses unless waived by the Plant Superintendent or the Utilities Administrator. The Town may investigate and require proof of illness or injury for any absence for which sick leave is requested.

Section 3. In order to have an absence counted as sick leave, the employee, on the first day of absence due to illness or injury, shall notify either the employee's department head or his designated representative, of his illness or injury at least thirty (30) minutes subsequent to his normal time for reporting to work. The ill employee or his or her representative will discuss the

nature of the illness or injury to the extent possible with the Plant Superintendent or Utilities Administrator or their designee on the first day of absence.

Section 4. To the extent allowed by the Americans with Disabilities Act and other applicable laws, the Town reserves the right to require any employee to submit to a physical examination by a doctor of the Town's choice, the cost of the physical examination to be at the Town's expense.

Section 5. Sick leave shall be earned by each regular, full-time employee at the rate of one and one-fourth (1¼) working days for each complete calendar month of continuous service, the total of which shall not exceed fifteen (15) sick leave days in any twelve (12) months. Sick leave earned in any month of service shall be available during any subsequent month.

Section 6. The following shall apply to sick leave accumulation:

- A. All unused sick leave of any regular, full-time employee during continuous employment may be accumulated up to a maximum of one hundred twenty (120) days.
- B. The amount of each employee's accumulated sick leave on the day prior to the effective date of this Agreement shall be credited toward his accumulated sick leave under this Agreement.
- C. No credit toward accumulated sick leave shall be granted for time worked in excess of his normal work week.
- D. Sick leave shall continue to accumulate during authorized leaves of absence with pay.

Section 7. The following shall apply to sick leave redemption:

- A. An employee who has successfully completed the probationary period, upon resignation without prejudice, shall receive, on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum.
Payment for such days shall be in two (2) payments: the first during the then current fiscal year and the second payment one (1) year after the first payment.
- B. An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his unused, accumulated sick leave.
- C. Upon retirement or death of a regular, full-time employee, eighty percent (80%) of his unused, accrued sick leave shall be remitted on the basis of his current base rate of pay to the employee, or his estate, up to a maximum of ninety (90) days. Payment for such days shall be in two (2) payments: the first during the then current fiscal year and the second payment one (1) year after the first payment.

- D. An employee, who is subject to a layoff without prejudice, may elect to receive, on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum. If an employee elects the above, he will forfeit all sick leave on the books if recalled at a later date regardless of his seniority. An employee must exercise this option before his seniority rights have expired under Article VIII, Section 5.

Section 8. The minimum amount of sick time that may be used is one-half (1/2) hour with prior written approval of the Plant Superintendent or his/her designee to be used, if possible, at the beginning or the end of the employee's work shift.

ARTICLE XIII WORKERS' COMPENSATION

Section 1. Each employee shall come under the terms of the Workers' Compensation Act for injuries which occur while the employee is engaged in the performance of his duties for the Town. Employees are covered by Worker's Compensation Insurance and are paid stated amounts due to injuries received on duty. The Town, in case of a compensable injury incurred in the line of duty, shall supplement the payments of the insurance company so the employee will receive his full base rate of pay during his absence (less applicable state and federal withholdings) while the employee is out of work and receiving temporary, total disability benefits, for a period not to exceed six (6) calendar months.

In the event that an employee is out of work and is temporary, partially disabled and light duty work is available for such employee (as determined by the Town); he/she shall work the light duty assignment (provided such light duty work is within his/her light duty restrictions) and not be eligible for the supplemental benefit set forth herein.

In the event that an employee is out of work and is temporary, partially disabled and no light duty work is available within his/her light duty restrictions (as determined by the Town), he/she shall be eligible for the supplemental benefit set forth herein.

ARTICLE XIV MEDICAL CARE INSURANCE

Section 1. The Town will provide the following insurance coverage for the period from July 1, 2021 through June 30, 2024 for all regular, full-time employees and their dependents:

1. The Connecticut State Partnership Plan (health, dental and vision) and the prescription drug plan offered through the Connecticut State Partnership Plan. If the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted.

2. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP").
3. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
4. The carrier network for the plan will be the carrier selected by the State.
5. Employees will pay the following premium share contributions in lieu of the premium share contributions set forth under Article X of the collective bargaining agreement between the parties:

July 1, 2021 – June 30, 2022:	14%
July 1, 2022 – June 30, 2023:	14.5%
July 1, 2023 – June 30, 2024:	15%

Such premium share contribution shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.

6. In the event that the State imposes additional fees or increases the Town's cost of the premium at the end of any contract year, employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution as set forth above. The additional fees and/or increases in the premium, if any, will be paid as part of the employee's premium share contribution during the term of the contract year.
7. If the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.

Group Term Life Insurance. Effective July 1, 1989 Group Term Life Insurance shall be one (1) times the annual salary rounded to the highest one thousand dollars (\$1,000.00). Employees who retire after July 1, 1990 shall be provided with a two thousand five hundred dollars (\$2,500.00) life insurance policy.

Section 2. Employees may voluntarily elect, in writing, on a form provided by the Town, to waive the health, dental and vision insurance coverage's listed above, and in lieu thereof, receive quarterly payments (paid at the end of each quarter) in accordance with the following:

Number of eligible bargaining unit employees who elect to waive

	<u>1</u>	<u>2</u>	<u>3 or more</u>
Quarterly payment	\$500.00	\$550.00	\$600.00

If a change in the employee's status prompts the employee to resume Town provided insurance coverage, the prior written waiver may, following written request to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers. In order to receive full payment, notice of intent to waive insurance coverage shall be sent to the Town Manager not later than May 1st, for a waiver to be effective July 1st; otherwise, the payment will be pro-rated based on the date the employee decides to exercise the waiver (insurance waiver payment covers the fiscal year). If an employee is hired for a bargaining unit position covered by this Agreement on or after July 1, 2021, the waiver language set forth herein shall not apply to the employee if he/she is eligible for coverage under any health insurance plan offered by the Town. Notwithstanding the above, life insurance shall continue to be provided to such employee who chooses to waive medical insurance coverage.

Section 3. The Town reserves the right to change insurance carriers cited in Section 1 as long as the benefits are equivalent to, or better than, those offered above as determined on an overall plan benefit basis, with the consent of the Union which shall not be unreasonably withheld.

**ARTICLE XV
RETIREMENT**

Section 1. Except as set forth in Section 2, herein, the Town's present and existing retirement plan (the "Retirement Plan") shall remain in full force and effect unless modified by mutual agreement and approved by the Town's legislative body and the Union. Effective July 1, 2021, the eligible employee's contribution toward such plan shall be seven and one-half percent (7.5%). Effective July 1, 2022, the eligible employee's contribution toward such plan shall be eight percent (8.0%).

Section 2. A separate pension plan agreement effective January 1, 2008 and separately negotiated shall continue in effect until amended by mutual agreement of both parties. Effective July 1, 2021, the eligible employee's contribution toward such plan shall be seven and one-half percent (7.5%). Effective July 1, 2022, the eligible employee's contribution toward such plan shall be eight percent (8.0%).

Employees hired on or after July 1, 2015, shall not be eligible for the plans set forth herein. Such employees shall be eligible for a 401A defined contribution plan offered by the Town in accordance with the terms of the plan.

"Average Annual Earnings" means if the Participant retires from employment with the Town on or after his Normal Retirement Date, or retires or otherwise terminates employment prior to his

Normal Retirement Date, his highest average annual earnings received for the last sixty (60) months immediately preceding the date the Participant's employment terminates.

Section 3. The Town will implement a pre-tax wage deduction plan in accordance with applicable federal and state laws.

ARTICLE XVI GRIEVANCE PROCEDURE

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

Section 2. A grievance for the purpose of this procedure shall be considered to be a written complaint, alleging a specific violation, misapplication, or misinterpretation of at least one (1) provision of this Agreement, filed by a grievant(s), who is a member of the bargaining unit making a claim that a grievance has occurred to his or her detriment.

Section 3. The grievance procedure under this Agreement shall be as follows:

Step 1 The grievant shall, within ten (10) calendar days of occurrence of same, reduce the grievance to writing and submit it to the Plant Superintendent in which the grievance occurred. Plant Superintendent shall meet with the grievant within five (5) working days of receipt of such grievance and use his/her best efforts to settle the dispute and shall issue a written decision to said party within five (5) working days of such meeting.

Step 2 If said grievant is not satisfied with the decision rendered by the Plant Superintendent and elects further processing, they may, within ten (10) working days, submit the grievance to the Public Utilities Administrator who shall meet with the grievant within five (5) working days of receipt of such grievance and use his best efforts to settle the dispute. The Public Utilities Administrator's decision shall be submitted in writing to said party within five (5) calendar days of such meeting.

Step 3 If said grievant is not satisfied with the decision rendered by the Notice of intention to proceed to arbitration must be given to the Public Utilities Administrator and elects further processing, the Union may, within fifteen (15) calendar days, submit the grievance to the Connecticut State Board of Mediation and Arbitration. Notice of intention to proceed to arbitration must be given to the Public Utilities Administrator. The arbitrator or arbitrators shall be limited to the express terms of the Agreement and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

Step 4 Neither party waives its or his right to legal appeal under the Connecticut General Statutes.

Section 4. Mediation services may be used at any step of the grievance procedure.

Section 5. If either of the parties related to the grievance process desires to meet for the purposes of oral discussion, a meeting shall be requested and if satisfactory to the other party, a meeting shall be promptly scheduled. Such procedure shall not extend the time limitations above.

Section 6. The employee, the Union, or the Town shall have the right, at his or its own expense, of choice of representation whenever representation is desired. While the employee has the right to the choice of representation, he or she may have only one spokesperson at any one step of the grievance procedure or at arbitration.

Section 7. Disciplinary action other than dismissal and/or suspension, when appealed through the grievance procedure shall be effective with the decision of the State Board of Mediation and Arbitration.

Section 8. The parties will use the State Board of Arbitration and Mediation's tripartite panel arbitration. The prevailing party in said grievance procedure shall be reimbursed for his or its filing fee by the losing party. If the grievance is partially sustained, the fee will be split by both parties. The parties may by mutual agreement use expedited arbitration, referenced in earlier agreements by these parties as single public member arbitration.

ARTICLE XVII NO STRIKE

During the term of this Agreement, the Union agrees that there shall be no authorized or sanctioned cessation, retarding, or stoppage of work, picketing, sympathy strikes, work to rule action, or other interference, because of any dispute that may result from interpretations of this Agreement or for any cause whatsoever. The failure or refusal on the part of any employee to comply with these provisions shall be cause for immediate discipline, including discharge.

ARTICLE XVIII PROMOTIONS AND NEW POSITIONS

Section 1. When new jobs are created or exist, the Town shall post the position for ten (10) working days and each employee within the unit who is interested shall have the opportunity to apply for said opening.

When a vacancy exists and the Town, in its' discretion, decides to fill the vacant position, the Town shall post the position for ten (10) working days and each employee within the unit who is interested shall have the opportunity to apply for said opening.

Section 2. When a vacancy exists (and the Town decides to fill the vacancy) or a new position is created, applicants will receive preference on the basis of their qualifications. Where the qualifications of two or more applicants are equal, the internal applicant with the greatest seniority will be given preference. The candidate will be placed on a probationary period per Article VII of

this Agreement. If the probation is not satisfactorily completed, then the candidate will be returned to his or her original position, if it exists. Otherwise the candidate will have all rights he or she would otherwise have under the reduction in force provisions of this Agreement.

ARTICLE XIX DISCIPLINE

Section 1. No employee shall be suspended or discharged without good and sufficient cause. All suspensions and discharges shall be preceded by a notice in writing with the reasons for said suspension or discharge stated therein. A copy of such notice must be given to the employee at the time of the suspension or discharge. The Union President shall be notified when an employee is disciplined or discharged.

Section 2. Disciplinary actions shall normally follow this order:

- A. Verbal warning with notation or order in writing;
- B. Written warning;
- C. Suspension without pay;
- D. Discharge.

Section 3. Any of the above steps may be omitted by the Town depending on the severity of the infraction and the discipline required. All disciplinary actions shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.

ARTICLE XX GENERAL PROVISIONS

Section 1. The Town shall provide bulletin board space for the Union located in the designated areas for the posting of notices concerning Union business and activity.

Section 2. The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment and five (5) copies to the National Union.

Section 3. The provisions of the federal Family and Medical Leave Act (Act) shall apply to employees, if the employee's meets the eligibility requirements set forth in the Act, based on a rolling year, as defined in the Act, as amended.

Section 4. The Town will provide jury leave for regular, full-time employees ordered to serve on jury duty, precluding their being available for work. In such cases, the employee shall receive that portion of his regular pay, which will, together with jury pay, equal his total salary for the same pay period. The employee shall notify his immediate supervisor of the scheduled jury duty at least forty-eight (48) hours in advance, except where sufficiently limiting circumstances exist. An employee reporting for jury duty and who is dismissed shall return to work so long as one half a work day or more remains to be worked.

Section 5. When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.

Section 6. During the term of this Agreement, the Town shall furnish the Union with an up to date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and the rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

Section 7. Each employee may review his personnel file with the Plant Superintendent by appointment. Copies of material placed in the employee's file other than a record keeping shall be provided to an employee upon written request.

Section 8. When an employee is required by the WPCA to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at the IRS rates.

Section 9. The Town agrees that the regular payday is Thursday and may be weekly or biweekly at the discretion of the Town.

Direct deposit of paychecks shall be required for all employees.

Section 10. Request for reclassification must be made by the employee to the Plant Superintendent by January 1st of each year. The Plant Superintendent will make a recommendation to the Public Utilities Administrator who will, in turn, respond formally to the employee on or before July 1st of each year.

Section 11. All Personnel Rules and Regulations that are the property of the Town shall be available to all bargaining unit employees. Any future changes that affect those working conditions subject to the Municipal Employee Relations Act ("MERA"), as amended, shall be negotiated with the Union.

Section 12. Nothing in this Agreement shall prevent any employee from holding outside employment, other than Town work, as long as such employment does not conflict with the employee's duties as a Town employee subject to the approval by the Town which will not be unreasonably withheld.

Section 13. Nothing in this Agreement shall require any employee to be a resident of the Town of East Hampton, except that said employee must reside within a thirty (30) minute drive to the treatment plant.

Section 14. Copies of individual job descriptions will be provided to the Union.

Section 15. Past practices concerning subjects that would require bargaining under the Municipal Employees Relations Act ("MERA") presently enjoyed by the Bargaining Unit are protected by this Agreement.

Section 16. The Town shall provide for reimbursement for all tuition and books needed by an employee attending job related courses, approved by the Plant Superintendent and Public Utilities Administrator, and with documentation of a C or better grade (or a "pass" in a "pass/fail" course) once they have completed one year of service. Reimbursement of all tuition, books, and other costs are up to a maximum of one thousand dollars (\$1,000.00) per calendar year for undergraduate or work-related courses and up to one thousand five hundred dollars (\$1,500.00) per calendar year for graduate-level courses. Seminars and conferences are to be approved by supervisor and the Town Manager. Any books purchased will remain the property of the Town.

Section 17. The Town shall reimburse employees required by the Town to possess a CDL the difference between the cost of a regular driver's license and the CDL. Amounts for trailer endorsements required by the Town shall also be reimbursed by the Town to the employee.

Section 18. If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

Section 19. An operator holding a class three (3) license or above that is assigned, in writing, by the Public Utilities Administrator to fill in for the Superintendent for a period of more than three (3) consecutive work days shall receive a premium of five percent (5%) higher than the operator's regular straight time hourly rate of pay retroactive to the first day of such coverage for all hours worked by the operator during the timeframe set forth above in lieu of the pay rate and time frame set forth under Article XXII, Section 3.

Any subsequent periods of time that the operator is assigned, in writing, by the Public Utilities Administrator to fill in for the Superintendent shall require the same period of coverage (greater than three (3) consecutive days) to receive the additional remuneration set forth above.

Section 20. The WPCA and Joint Facilities are governed by federal and state law. Accordingly, no provision of this Agreement shall be contrary to the terms, conditions and requirements set forth under applicable law and applicable regulations.

ARTICLE XXI UNION ACTIVITIES LEAVE

Section 1. One (1) member of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. One (1) member of the Union Grievance Committee, in addition to the employee or employees who filed the grievance, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

**ARTICLE XXII
JOB CLASSIFICATION**

Section 1. When the Town creates a new classification or changes an existing job other than a minor change, the Town and the Union shall negotiate appropriate pay rates for such new or changed classification, and said classification and pay rates shall become effective upon agreement through negotiations.

Section 2. All members of the various classifications listed in the wage schedules shall be paid at a rate in accordance with the amount of services they have in that particular classification except that any member advanced or promoted to a higher classification shall be paid the next higher rate of pay, not less than one full step, over which he was receiving at the lower classification.

Section 3. When an employee is assigned, in writing, by the Public Utilities Administrator to another job classification for more than thirty (30) consecutive work days (due to either another employees absence from work or the position is vacant), and the employee satisfactorily performs all of the essential duties of the position, the employee shall be paid at the next higher pay rate in his/her pay grade for all such time worked in excess of thirty (30) consecutive work days in the classification.

**ARTICLE XXIII
SEVERABILITY**

This agreement contains the full and complete agreement between the Town and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this agreement. It is the understanding of the parties to this contract that each provision of this Agreement and any schedules or addenda hereto is severable and distinct from any other provision, schedule or addenda hereof and that the unenforceability or invalidity of any one of said provisions, schedules or addenda shall not affect the remainder of this Agreement and this Agreement shall be read and construed as if said unenforceable or invalid portion has never been included herein.

**ARTICLE XXIV
MANAGEMENT RIGHTS**

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Town of East Hampton, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, general or special acts of the legislature, Town ordinance, regulation or other type of lawful provision over matters involving Town employees, including but not limited to full control over the policies, practices, procedures and regulations with respect to employees of the Town covered by this Agreement, shall remain vested solely and exclusively in the Town of East Hampton.

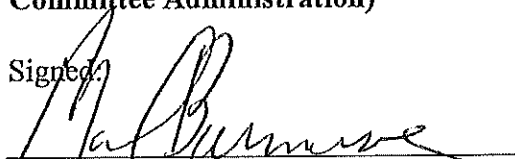
**ARTICLE XXV
DURATION OF AGREEMENT**

The effective date of this Agreement shall be July 1, 2021 and it shall remain in effect for three years until June 30, 2024. This contract shall remain in effect upon expiration and during negotiation until agreement is reached and signed to amend or modify this Agreement. At least one hundred twenty (120) days before the expiration date of this contract, the parties agree to meet and discuss a new Agreement.

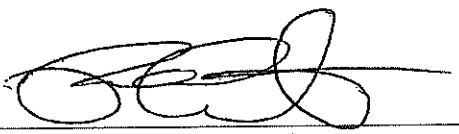
**FOR THE TOWN OF EAST HAMPTON
WATER POLLUTION CONTROL
AUTHORITY (Under Joint Facilities
Committee Administration)**

**EAST HAMPTON MUNICIPAL
EMPLOYEES ASSOCIATION
NAGE LOCAL RI-319**

Signed:



Mark Barnasse, Chairman



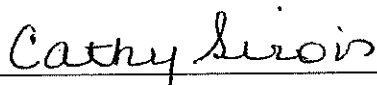
Paul Cerreta, NAGE President



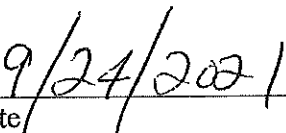
David Cox, Town Manager



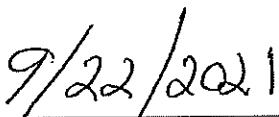
Witness



Witness



Date



Date

Appendix A

**Town of East Hampton
And
Local RI-319 NAGE**

**Water Pollution Control Authority
(Under Joint Facilities Administration)**

Position Title	Class IV	Class III/PCO	Class II	Class I	OIT
7/1/2021 - 6/30/2022*	2.25% \$38.70	2.25% \$31.55	2.25% \$28.97	2.25% \$27.05	2.25% \$26.19
7/1/2022 - 6/30/2023	2.50% \$39.67	2.50% \$32.34	2.50% \$29.69	2.50% \$27.73	2.0% \$26.71
7/1/2023 - 6/30/2024	2.50% \$40.66	2.50% \$33.15	2.50% \$30.43	2.50% \$28.42	2.0% \$27.24

*Retroactive to July 1, 2021

All job classifications are to be in compliance with current DEP certification requirements.

Operator performs all routine, skilled and semi-skilled duties in the operation and maintenance of Joint Facilities.

Shift Operator (Second in Command) responsibility for the daily operation & maintenance of the Joint Facilities in the absence of the Supt/Chief Operator or during any operating shift. Requires Class II or higher Operator certification. Position is designated by management.

Process Control Operator (PCO) responsibility for process control direction. Requires Class III Operator certification. Position is designated by management.

Operator in Training (OIT) primary duties are to perform all routine, skilled and semi-skilled duties in the operation & maintenance of the Joint Facilities. Individual is required to receive Class I certification within two years

APPENDIX B

**Town of East Hampton
and
Local R1-319 NAGE**

**Water Pollution Control Authority
(Under Joint Facilities Administration)**

LONGEVITY

Section 1. Longevity pay, as noted in this Article, will be paid annually after the employee meets the service requirement as follows:

5 years	\$200.00
10 years	\$350.00
15 years	\$500.00
20 years	\$650.00
25 years	\$800.00
30 years	\$950.00
35 years	\$1,100.00

Annual longevity payments shall be made in full upon the anniversary date of employment. Only employees employed in the bargaining unit as of June 11, 2013 shall be eligible for longevity payments.

