

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF BOLTON**  
**AND**  
**LOCAL 1303-126 OF CONNECTICUT COUNCIL #4**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES**  
**AFL-CIO**

**JULY 1, 2019**  
**TO**  
**JUNE 30, 2022**

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**WORKING AGREEMENT  
BETWEEN  
THE TOWN OF BOLTON  
and  
LOCAL 1303-126 OF COUNCIL # 4  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO**

This agreement entered into and between the TOWN OF BOLTON hereinafter referred to as the "TOWN" and Local 1303-126 OF COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION".

**ARTICLE I  
RECOGNITION**

**Section 1.0**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining in matters of wages, hours of employment and other conditions of employment for all of the Town Highway Department, working twenty (20) hours per week or more, excluding the Public Works foreman and seasonal employees.

**ARTICLE II  
UNION SECURITY**

**Section 2.0**

All new employees shall be given the option to become a member of the Union and pay union dues to cover the cost of collective bargaining, contract administration, grievance adjustment, and other legally permissible costs for the duration of this Agreement and any other extension thereof. The sum which represents such weekly Union dues deduction shall be certified to the Town as constituting such by the duly authorized Financial Officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of the member-employee who has authorized such deductions shall not be increased until thirty (30) days after such written notice of such change has been received by the Town from the duly authorized Financial Officer of the Union.

**Section 2.1**

Deductions provided for in Section 2.0 shall be remitted to the duly authorized Financial Officer of the Union not later than one week following the pay period in which the deduction is made. The Town will simultaneously furnish the duly authorized Financial Officer of the Union, each week, a record of the employee from whose earnings deduction have been made.

## **Section 2.2**

The Town's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this agreement, except that deductions shall be resumed, if an employee, terminated by layoff is rehired with seniority rights during the life of this contract then in existence.

## **Section 2.3**

The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that, during the term of this agreement, it will not authorize sanction or condone any strike, slowdown or interruption of work.

## **Section 2.4**

The Town will place a bulletin board in an accessible place for the exclusive use of the Union.

## **Section 2.5**

The Town will provide each employee as defined in Section 1.0 of this agreement with a copy of this Agreement within thirty (30) days after its signing. New employees, as defined in Section 1.0 of this agreement will be given a copy of this agreement at the time of hire.

## **Section 2.6**

The union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held at the same time the new employee receives new hire information from the Town.

## **Section 2.7**

The Town shall provide, upon written request of the Union, for each employee of the bargaining unit: a) Name; b) Position classification; c) Home and worksite addresses where the employee receives interoffice and/or U.S. mail; and d) Home and work site telephone numbers. The Union may present a written request for employee information twice per calendar year. Additional information such as work and home email addresses will be made available to the Union to the extent such information is available.

## **Section 2.8**

The Union shall have reasonable access to work locations for the purposes of processing grievances or concerning matters within the scope of representation that the building administrator of such work location is notified prior to entry. Such access shall not interfere with the work process, safety or security of the work location.

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

**Section 3.0**

- A. The regular work day shall be from 7:00 A.M. to 3:30 P.M., Monday through Friday, with one-half (1/2) hour for lunch, from 12:00 Noon to 12:30 P.M., and the regular work week shall be forty (40) hours.
- B. The daily work hours may be altered by mutual agreement between the Town and the Union.

**Section 3.1**

Time and one-half (1/2) shall be paid for:

- A. All authorized work performed in excess of eight (8) hours in any one day, or over forty (40) hours in any calendar week without duplication inclusive of all approved paid leave.
- B. All authorized work performed on Saturday.

**Section 3.2**

Double time shall be paid for all work performed on Sundays and Holidays designated in Article IV, Section 4.0.

**Section 3.3**

- A. When an employee is called in to work outside of his regularly scheduled work hours, he shall be paid a minimum of three (3) hours at his applicable overtime rate. If such call-ins run into his regular work day, the employee shall be paid for a minimum of three hours based on the following: time and one-half (1/2) his regularly hourly rate for all hours worked outside of his regularly scheduled hours; and straight time for the remainder of the time necessary to equal the three (3) hours. The employee shall work his regularly scheduled eight (8) hour day. If overtime prior to the normal work day is scheduled by the supervisor at least seventy-two hours in advance, the employee shall only be paid time and one-half (1/2) his regularly hourly rate for all hours worked outside of his regularly scheduled hours, and shall work his regularly scheduled eight (8) hour day.
- B. An employee who is requested to and does work three (3) hours beyond his regular quitting time shall be allowed a one half (1/2) hour eating break without loss of pay. The employee shall be granted eating breaks of fifteen minutes for every four (4) hours thereafter while he or she continues to work.
- C. Any employee called into work prior to 6:00 A.M. shall be allowed one-half (1/2) hour for breakfast to 8:00 A.M. or as soon as practical.

If Town Hall is closed or delays opening or closes early due to inclement weather, Highway Department employees who are working that day will earn compensatory time for the hours during their regularly scheduled work day of 7:00 A.M. to 3:30P.M that Town Hall is closed. The

compensatory time shall be at a straight time basis. Example: Town Hall closes at 1:30P.M. on a Tuesday. Each member of the Highway Department who is working that day (not out on leave) will earn 2 hours of compensatory time. A Friday closure of Town Hall is the only exception which will result in earning six (6) hours of compensatory time.

#### **Section 3.4**

Seasonal employees will not be called to work overtime unless there are no full-time employees available or in the judgment of the employer, safety to the employees and to Town equipment dictates otherwise. Availability shall be determined by one (1) telephone call as directed by the employee. Should an employee not leave a telephone number, this section shall be considered inoperative.

#### **Section 3.5**

The Union shall be given annually the opportunity to inspect the Town's records of all overtime hours worked by, and the hourly rate paid therefore, to each employee in the bargaining unit.

#### **Section 3.6**

On a weekly basis, employees may opt to earn compensatory time in lieu of overtime wages for all authorized work performed in excess of forty (40) hours in any work week. Compensatory time shall be earned at the equivalent overtime rate and shall not exceed forty (40) hours per fiscal year. The Town will attempt to honor the requests of employees for use of compensatory time, subject to the operational needs of the Town. Employees shall be paid prior to June 30th on an annual basis for all earned but unused compensatory time.

Financial compensation for compensatory time shall not be allowed under any circumstances at termination of employment. For the sole purpose of approving and tracking compensatory time or the need for such time, bargaining unit employees will be required to document all hours worked.

#### **Section 3.7**

- A. All overtime opportunities without exception shall be equalized as far as practicable within the bargaining unit by hours. Overtime opportunities shall not be recorded by specific job classification only by hours worked per each member of the bargaining unit and equalized in the same manner per bargaining unit member.
- B. If an employee is scheduled for overtime or refuses an unscheduled overtime assignment and does not avail himself/herself of the opportunity to work, the employee will be charged the same hours as the employee that accepts the assignment.
- C. All overtime will be recorded in hours offered.
- D. Hours recorded will be at the rate of pay being paid. Example: An employee working four (4) hours on a Saturday at time and one-half will have six (6) hours recorded. A chart will be posted in the Town Garage, and updated on a bi-weekly basis. Hours recorded will be the quantity as explained in the previous statement.

- E. At the beginning of the fiscal year, all employees shall start out with zero hours and initial rotation established by seniority.
- F. Extended Leave – During any extended leave situation, long-term illness or Worker's Compensation (25 workdays or longer), no overtime will be charged. When the employee returns, the accumulated hours of the employee with the lowest total within the bargaining unit will be posted as current for the returning employee. The exception to this is if the returning employee has more accumulated hours, in which case the returning employee will retain his/her own hours.

## **ARTICLE IV**

### **HOLIDAYS**

#### **Section 4.0**

The following holidays shall be observed as days off with full pay for employees in the bargaining unit who are regularly scheduled to work at least thirty (30) hours per week and who are regularly scheduled to work on the day of the observed holiday. The parties to this Agreement recognize that calendar dates of the following holidays may change from year to year during the term of this contract. Accordingly, the parties hereto agree that the Connecticut General Statutes shall govern the calendar dates on which the following holidays fall, provided, however, that it is expressly understood that only the following holidays, and not State statutory holidays, shall be observed under the present contract as days off with pay. Holiday pay shall be based on the total number of hours an employee is regularly scheduled to work on the day of the observed holiday.

New Year's Day	Memorial Day	Veterans' Day
Presidents' Day	July 4th	Thanksgiving Day
Labor Day	Christmas Day	Day after Thanksgiving
Good Friday	Columbus Day	Martin Luther King Day
Individual Floating Holiday *		

\* An employee shall give a thirty (30) days' notice to the First Selectman or his/her designee prior to taking their individual floating holiday. The staffing operations of the Town must be met for approval. Employees scheduled to work under thirty (30) hours shall not be granted a floating holiday.

#### **Section 4.1**

Any holiday occurring on a Sunday shall be celebrated on the Monday following. Any holiday occurring on a Saturday shall be celebrated on the preceding Friday.

#### **Section 4.2**

When a holiday occurs while an employee is on vacation leave, he shall receive an additional day of vacation with pay which shall be taken in conjunction with that vacation leave.

### **Section 4.3**

If a holiday occurs while an employee is out on sick leave, the employee shall accept the date as a holiday with no charge to sick leave.

### **Section 4.4**

In order to obtain holiday pay, an employee must work the day preceding and the day following the holiday, unless he is on vacation, sick leave or taking an approved personal leave day.

## **ARTICLE V** **SENIORITY, PROMOTIONS AND LAYOFFS**

### **Section 5.0**

The Town shall prepare a list of bargaining unit employees, showing their seniority in length of service with the Town, and deliver same to the Union on January 31<sup>st</sup> on each year. Upon completion of their probationary period, new employees shall be added to this list.

### **Section 5.1**

- A. New employees shall serve a probationary period of one hundred eighty (180) calendar days and shall have no seniority rights or the protections of the just cause provisions of Article XVII of this Agreement during this period but shall be subject to all other provisions of this agreement. All employees who have completed their probationary period shall acquire length of service records as of the date of their employment. Probationary employees shall not be covered under the terms of this Agreement's grievance procedure if they are dismissed from employment.
- B. All job assignments at the beginning of a shift or work day will be given seniority in classification and/or certification. It is not the intent of this article to have an employee pick his own area of work.

### **Section 5.2**

- A. If vacancies occur in regular positions, or new positions are created, the positions shall be filled by employees who have sufficient skill and ability to perform the work in order of their seniority. The employee shall be paid the higher rate of pay for that vacancy while serving the thirty (30) day probationary period.
- B. When an employee, other than a probationary or seasonal employee, is retained in a vacancy or new position for a period of thirty (30) consecutive work days, other than for vacation or illness, he shall then be considered qualified and allocated to said position, for the next succeeding contract period. If the employee is proven unqualified, he shall return to his former position.



- C. Any employee who is promoted to a position within the bargaining unit who does not complete his or her thirty (30) day period as referred to in 5.2.B. shall be returned to his/her original position and pay scale.

### **Section 5.3**

If the Town elects to fill a vacancy, the Town shall post the vacancy internally within this Local for ten (10) working days. Employees desiring to apply for the job shall file an application in writing within the posted time limit. After the posting period expires, the Town shall select the person from this bargaining unit who in its judgment is most qualified for the position. If there are no applicants deemed qualified the Town shall fill the vacancy at their discretion.

Copies of the job posting and a list of persons bidding for the job and the name of the person appointed to the job, shall be sent to the Union President at the end of the posting period.

### **Section 5.4**

Layoffs without pay shall take effect as follows within classifications:

- A. Seasonal employees
- B. Probationary employees
- C. An employee scheduled for layoff, may, if he so desires, replace an employee covered by this contract with less seniority in an equal or lower job classification, provided the bumping employee had greater seniority than the employee whom he bumps. The employee who goes to a lower job classification shall be paid according to the pay schedule for that classification. A demoted employee shall have a preference when his former position becomes available for a period not to exceed eighteen (18) months.

### **Section 5.5**

Laid off full time employees within classifications with the most seniority shall be rehired first, and no new employees shall be hired in those classifications until laid off eligible employees have been given an opportunity to return to work. A registered letter sent to the laid off eligible employees last known address shall serve as sufficient notification and they shall have fifteen (15) days in which to respond. The rehire rights shall terminate one (1) year from the date of layoff.

### **Section 5.6**

Any employee, other than seasonal or employees dismissed for just cause, shall be given one (1) week notice in the event of termination or layoff.)

- A. Seasonal employees are defined as supplemental employees from May to September each year and seasonal employees shall include persons hired temporarily to assist in snowplowing and/or oiling and/or sanding operations.

## **ARTICLE VI**

### **WAGES**

#### **Section 6.0**

A list of present employees, showing classification and rates of pay shall be attached hereto as APPENDIX B, and made a part of this agreement.

#### **Section 6.2**

The Town shall pay all full time and part time employees who were hired prior to July 1, 2019 and have successfully completed probation a yearly longevity payment per the following schedule.

10 to 15	years of completed service - \$100
15 to 20	years of completed service - \$200
20+	years of completed service - \$300

The longevity payment shall be paid on the first payday following the employee's anniversary.

#### **Section 6.3**

The pay cycle shall be biweekly.

## **ARTICLE VII**

### **PENSION**

#### **Section 7.0**

Employees hired after July 1, 2016 who have successfully completed the probationary period of employment and who are regularly scheduled to work at least thirty (30) hours per week may participate in the Town Retirement Program. The Town will contribute, on a monthly basis, on behalf of each employee, the equivalent of five (5%) percent of each employee's gross base wage earned during the prior month. The town's contribution on behalf of each employee shall be made to a defined benefit 401 plan at ICMA-RC. The term "gross base wage" shall be calculated by multiplying the employee's regular wage rate times the number of hours the employee is regularly scheduled to work in a week times the number of weeks in the fiscal year. The term "gross base wage" shall exclude all other payments, such as additional straight time, overtime, and longevity.

Participation in the plan thereof will be governed by the following rules:

- A. Participation is subject to all the terms and conditions of the plan.
- B. Each new employee hired will become eligible in the plan effective the first day of the next calendar month after completing the probationary period of employment. The Town will hold an orientation meeting with each new employee to explain the operations of the plan.
- C. After thirty (30) days of employment, an employee can also contribute on their own by making weekly payroll deductions to a deferred compensation (457) plan. The Town will

forward these contributions on a monthly basis to ICMA-RC. Employees can change the amount of their payroll deductions on a quarterly basis unless an unforeseeable emergency occurs.

## **ARTICLE VIII** **INSURANCE**

### **Section 8.0**

For each employee who has successfully completed the probationary period and who is regularly scheduled to work at least thirty (30) hours per week, the Town shall provide and pay for the full cost of \$20,000.00 of term life insurance, reduced by 35% at age 65 and further reduced by 35% for every five years thereafter, subject to a \$1,000.00 minimum.

### **Section 8.1**

For each current employee scheduled to work at least thirty (30) hours per week, the Town shall provide for the following insurance, or comparable coverage, for such employees and their dependents, subject to any and all eligibility requirements imposed by the carrier(s).

For new employees hired after July 1, 2010, the Town shall pay for 100% of the remaining insurance premium for employees (after the employee has contributed through payroll deduction his/her percentage premium contribution as found in F. below) scheduled to work forty (40) hours per week. The Town's share shall be prorated for employees working less than forty (40) hours hired after July 1, 2010. For example, after the employee has paid their employee percentage premium contribution, the Town shall pay 75% of the remaining insurance premium for an employee working thirty (30) hours per week. For a new employee scheduled to work less than forty (40) hours per week, the Town will not prorate the additional insurance cost until the employee is at 100% of the full wage.

- A. Plan shall be Cigna High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) component or comparable coverage or benefits (\$2,500/\$5,000 deductible). Beginning July 1, 2019, the Town will fund fifty percent (50%) of the applicable HSA deductible amount for full time employees, split into two (2) equal payment made in July and January. The Town's contributions are for active employees only and the Town has no obligation to fund any portion of the HSA for retirees or individuals upon their separation from employment.
- B. Should any Federal statute or regulations pertaining to the Internal Revenue Code §49801, otherwise known as the Affordable Care Act, be mandated to take effect during the life of the contract triggering the imposition of an excise tax with respect to the contractually agreed upon insurance plan offered, the parties agree to commence negotiations immediately, within thirty (30) days to address the excise tax. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design and premium cost share. Other negotiated subject matter in the 2016- 2019 collective bargaining Agreement shall not be subject to the opener.
- C. Cigna "Full-Service Dental" insurance rider or comparable coverage and benefits.
- D. Accidental Death and Dismemberment coverage in the principal sum of \$20,000.00 reduced by 35% at age 65 and further reduced by 35% for every five years thereafter, subject to a \$1,000.00 minimum.

- E. Each bargaining unit member who elects coverage under the Town shall contribute through payroll deductions:  
7/1/19 7/1/20 7/1/21  
12% 12½% 13%
- F. The Town shall establish a Section 125 plan for insurance premium conversion, un-reimbursed medical expenses and dependent care expenses, consistent with the provisions of all applicable laws.
- G. Insurance coverage for all employees shall be for twelve (12) months of the year except for new staff beginning mid-year.
- H. The Town reserves the option to change insurance carriers, but not more than once in any calendar year, through competitive bidding, for all insurance benefits; however any insurance benefits being provided shall not be affected by the change in carriers and shall be equivalent or better than the then existing referenced coverages.
- I. Employees who are on FMLA leave, sick leave or leave of absence shall have the opportunity to continue under group coverage at their own expense to the extent permitted by the carrier, except as otherwise provided by law.
- J. Any employee may waive all of the health insurance coverage provided by the Town as of July 1<sup>st</sup> of each year and receive \$500.00 for waiving individual coverage and \$1,000.00 for waiving two person or family coverage, to be paid on or before June 30th of the next calendar year. For good cause an employee may re-enter the Town's health insurance plan in accordance with applicable insurance company procedures and requirements. An employee who elects to receive additional annual compensation in lieu of group medical insurance coverage should be aware a subsequent election to take the insurance coverage may subject him and/or his dependents to certain requirements and/or restrictions being imposed by the carrier. Such requirements and/or restrictions may include, but not be limited to: carrier declining to provide any coverage to the employee and/or his dependents, carrier declining to provide any coverage for pre-existing conditions, carrier requiring employee and/or dependents to undergo medical tests, etc.

Any new employee hired after July 1<sup>st</sup> of any fiscal year, who waives all of the health insurance coverage for the remainder of that fiscal year shall receive prorated compensation. The new employee must submit in writing their intent to waive coverage within 15 days from the start of employment. For waiving coverage, compensation will be reduced by \$50.00 per month. A total of \$450.00 would be paid to an employee starting in July which decreases to \$0.00 being paid to an employee starting in April, May, or June. For waiving two person or family coverage, compensation will be reduced by \$100.00 per month. An employee starting in July would receive \$900.00 which would decrease to \$0.00 for an employee starting in April, May, or June.

## **ARTICLE IX**

### **VACATIONS**

#### **Section 9.0**

Employees shall be entitled to vacations with pay at the employee's base earnings on the following basis:

- A. One (1) week for six (6) months but less than one (1) year of service.  
B. Two (2) weeks for one (1) year but less than five (5) years of service.

- C. Three (3) weeks for five (5) years of service.
- D. Four (4) weeks for ten (10) years of service.
- E. Five (5) weeks for over twenty (20) years of service effective on employee's anniversary date following contract signing.
- F. The employee's anniversary date will be used to determine the amount of vacation due.

### **Section 9.1**

The scheduling of vacation periods will be made by the Town, no later than April 15th of the vacation year. Requested dates for vacation leave shall be granted with due consideration to the wishes of the employees except that it may be deferred by the supervisor so as not to conflict with the emergency or peak workloads of the department or division. Whenever there shall be a conflict of requested dates, preference will be given to the employee according to seniority.

### **Section 9.2**

In the event that an employee is terminated or laid off by the Town, he/she shall be paid for his accumulated but unused vacation. If an employee resigns from employment with the Town, the employee shall be paid for his accumulated but unused vacation provided that he has provided the Town with two (2) weeks written notice in advance of the effective date of the resignation.

### **Section 9.3**

In the event of the death of the employee, his spouse, and/or minor children shall receive his accumulated vacation pay. If the employee has neither spouse nor children, the pay shall be given to the estate of the deceased employee.

### **Section 9.4**

In the event of illness necessitating confinement lasting three (3) or more days during an employee's vacation period, the employee shall be given the option of charging the sick days to his sick leave with doctor's certificate.

### **Section 9.5**

Vacation periods shall normally be taken in segment of not less than one (1) week.

### **Section 9.6**

Employees may carry over up to five (5) days of unused vacation time from one year to the next. In order to carry over additional time, an employee must obtain prior approval from the First Selectmen or his/her designee on any decision made with regard to such a request shall not be subject to the grievance and/or arbitration procedure.

## **ARTICLE X**

### **SICK LEAVE**

#### **Section 10.0**

All employees shall earn sick leave at the rate of one and one half (1 1/2) working days for each complete calendar month of service. One day of sick leave shall be equivalent to the total number of hours an employee is regularly scheduled to work during a work week, divided by the number of days an employee is regularly scheduled to work in a week. An "hourly" format shall be used to track sick leave. Employees hired prior to July 1, 2016 shall accumulate sick leave to a maximum of three hundred (300) days. Employees hired after July 1, 2016 but prior to July 1, 2019, shall accumulate sick leave to a maximum of one hundred eighty (180) days. Employees hired after July 1, 2019, shall accumulate sick leave to a maximum of one hundred twenty (120) days.

All sick leave accumulated prior to the date of this agreement shall be carried forward to each employee. Each employee shall be notified of his accumulated leave by letter when he is given his W-2 form each year.

Sick leave may be used for the following purposes:

- a. Personal illness or injury.
- b. Enforced quarantine of the employee in accordance with community health regulations.
- c. In the event of serious illness or injury to a member of the immediate family creating an emergency, provided that no more than three (3) days of sick leave per calendar year shall be granted for this purpose. "Immediate family" means husband, wife, father, mother, sister, brother, child, mother-in-law or father-in-law and also any relative who is domiciled in the employee's household.
- d. Employees are normally expected to schedule medical appointment outside their normal work hours. If however medical appointments must be scheduled during work hours then the employee will be allowed to use sick leave for such appointments.

#### **Section 10.1**

- A. An employee hired prior to July, 2016 who has reached the age of 55 and who has completed at least ten (10) years of service with the Town shall be paid upon retirement, on the basis of his current wages, compensation for one-half (1/2) of his accumulated but unused accumulated sick leave. For employees hired after July 1, 2016, an employee who has reached the age of 55 and who has completed at least fifteen (15) years of service with the Town shall be paid upon retirement, on the bases of his average base hourly wage for the last three (3) years, compensation for one-half (1/2) of his accumulated but unused sick leave.
- B. In the event of an employee's death, his spouse and/or minor children shall receive, on the basis of the employee's cur-rent wages, full compensation for any of the employee's accumulated sick leave. If the employee has neither spouse nor children, the pay shall be given to the estate of the deceased employee.

## **Section 10.2**

Additional sick leave with pay may be granted as warranted by the Board of Selectmen when applied for by the employee or his representative in writing, stating the reason for the additional sick leave. A response to the request shall normally be given within seven (7) working days.

## **ARTICLE XI JURY DUTY**

### **Section 11.0**

Employees shall be granted leaves for required jury duty provided such notice is given to the First Selectmen or his/her designee, promptly after the employee has been advised of jury duty selection. The employee shall report to work for any portion of a regular work day when he/she is not required in court. Such employee shall receive that portion of his/her regular pay which will, together with all monies received from jury duty, equal his/her total regular pay for the same period.

## **ARTICLE XII MILITARY LEAVE**

### **Section 12.0**

Military leave shall be granted in accordance with applicable law.

## **ARTICLE XIII BEREAVEMENT LEAVE**

### **Section 13.0**

Three (3) days shall be granted to an employee for death in the immediate family of the employee or the immediate family of his/her spouse. Immediate family for purposes of this section is defined as: parents, grandparents, spouse, brother, sister, child, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law or grandchild, and also any relative who resides in the employee's household. One day of funeral leave shall be equivalent to the total number of hours an employee is regularly scheduled to work during a work week, divided by the number of days an employee is regularly scheduled to work during a work week.

## **ARTICLE XIV PERSONAL LEAVE**

### **Section 14.0**

Employees who have successfully completed probation and who are regularly scheduled to work at least thirty (30) hours per week shall be granted up to two (2) paid personal leave days per calendar year effective January 1, 2004. Personal leave for new employees shall be calculated as follows: employees hired from January 1<sup>st</sup> through June 30<sup>th</sup>-one (1) day in the first year;

employees hired from July 1st through December 31st-two (2) days in the first year. For employees working less than forty (40) hours per week, one day of personal leave shall be equivalent to the total number of hours an employee is regularly scheduled to work on that day.

Personal days are to be used solely for the purpose of conducting personal business which cannot be transacted outside of work hours, such as a required attendance in court or attendance at a house closing. Recreational use of a personal leave day is not permitted. Personal days are not to be used the day before or day after the following: a holiday; an employee's scheduled vacation; sick leave; or in conjunction with compensatory time unless approved by the First Selectman or his/her designee and only in the case of an emergency or hardship. The decision made in the case of an emergency or hardship may be appealed to the Board of Selectmen. An employee wishing to use a personal day shall submit a written request to his or her department head at least one week in advance, except in emergencies. Personal leave days shall normally be taken in segments of one (1) day and not less than one-half (1/2) day. Personal leave days may not be carried over into the next calendar year.

## **ARTICLE XV**

### **LEAVE OF ABSENCE**

#### **Section 15.0**

Employees shall be granted up to three (3) days of paid leave which shall be deducted from sick leave in connection with the birth, adoption or taking of custody of a child. For employees working less than forty (40) hours in a week one day of leave shall be equivalent to the total number of hours an employee is regularly scheduled to work on that day.

#### **Section 15.1**

Any employee who becomes pregnant shall so notify the First Selectmen or his/her designee at least four months prior to the expected date of delivery. Such employee shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Except in the case of unusual medical difficulties, as verified by a physician, leave is expected not to exceed six (6) weeks after delivery. Such leave shall be treated the same as any other short-term disability, and shall be with pay to the extent of accumulated sick leave. Upon return, the employee shall be assigned her former position, provided that the employee notifies the First Selectmen or his/her designee in writing at least sixty (60) days in advance that she intends to return to work.

#### **Section 15.2**

All employees shall be covered by the State Family and Medical Leave Act. All accrued paid leave time shall be used by the employee during their FMLA leave.

#### **Section 15.3**

An employee may request an unpaid leave of absence from the First Selectmen or his/her designee. No decision by the First Selectmen or his designee regarding such a request shall be subject to the grievance and/or arbitration procedure.



**ARTICLE XVI**  
**SAFETY AND HEALTH**

**Section 16.0**

- A. Safety helmets and safety goggles shall be furnished to employees while working in hazardous locations and on hazardous equipment. Failure to wear authorized safety equipment as required under OSHA regulations when directed shall result in appropriate disciplinary action.
- B. The Town will furnish heat and hot water at the Town Garage.
- C1. The Town will pay an annual safety shoe allowance of up to \$200 per employee. The shoe allowance shall be paid during each fiscal year upon the employee's submittal of a valid receipt for the purchase (excluding sales tax) before the end of the fiscal year.
- C2. a. The Town shall provide and pay for a uniform/clothing allowance of \$10 per week beginning July 1, 2019, \$11 per week beginning July 1 2020 and \$12 per week beginning July 1, 2021. In addition, the Town shall furnish one pair of summer and one pair of winter coveralls to be stored at the Town Garage for the Crewman III position.
  - b. During the term of this agreement and at the request of the Town, the Union and the Town will meet for the purpose of discussing mutually agreeable reasonable rules and regulations regarding the use of uniforms and standardization of uniforms for bargaining unit employees.
  - c. The Town reserves the right to request bids for new uniform services at its discretion. All bids shall be in compliance with OSHA regulations regarding uniforms supplied.
- D. The Town shall furnish rubber boots and raincoats as necessary.
- E. The Town shall provide flu shots to its employees annually.

**ARTICLE XVII**  
**DISCIPLINARY PROCEDURE**

**Section 17.0**

- A. Disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which disciplinary action is being applied.
- B. Disciplinary actions shall include:
  - 1. a verbal warning;
  - 2. a written warning;
  - 3. suspension without pay;
  - 4. discharge;and normally follow this order, depending on the seriousness of the alleged infraction.

- C. All suspensions and discharges must be for just cause, in writing with reasons stated and a copy given to the employee and the Union within twenty-four (24) hours of suspension or discharge.
- D. All discipline shall be for just cause.

## **ARTICLE XVIII**

### **GRIEVANCE PROCEDURE**

#### **Section 18.0**

Grievances arising out of matters covered by this agreement will be processed in the following manner at the request of either party:

- A. Between the aggrieved employee, the Union Steward and the Foreman, within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the employee's knowledge of its occurrence, whichever comes later.
- B. In the event there is no settlement within five (5) working days in Step (1) above, the matter shall be submitted in writing by the aggrieved employee, the Union Representative and/or the Steward, to the First Selectmen who shall provide an answer to the grievance within five (5) working days of the date of submission to him. The writing shall contain the following:
  - 1. Statement of the grievances and the facts involved.
  - 2. The remedy requested.
  - 3. The violation, if any, of the agreement which is claimed.
- C. In the event there is no settlement within five (5) working days of Step (B) above, the matter may be submitted by the Union or the Employer for arbitration by the State Board of Mediation and arbitration within thirty (30) days.
- D. The arbitrator shall not have the power to add or interpret, delete or amend any of the terms of this agreement. The decision of the arbitrator or arbitrators shall be final and binding on both parties.

#### **Section 18.1**

The Steward of the Union shall be designated by the Union for the purpose of adjusting grievance and/or contract negotiations and shall be afforded the necessary amount of time without loss of pay to conduct such business.

#### **Section 18.2**

The costs of arbitration under this article shall be borne equally by the Union and the Town.

**ARTICLE XIX**  
**SAVINGS CLAUSE**

**Section 19.0**

If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions therein shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article, Section, sentence, clause or phrase.

**ARTICLE XX**  
**DURATION**

**Section 20.0**

This agreement shall become effective July 1, 2019, and remain in effect June 30, 2022 and from year to year thereafter unless either party notifies the other by registered or certified mail, return receipt requested, no later than one hundred twenty (120) days before the expiration date above, that it wishes to negotiate a new Agreement.

**Section 20.2**

The agreement shall remain in full force and effect during such negotiation.

**ARTICLE XXI**  
**MANAGEMENT RIGHTS**

**Section 21.0**

The Town hereby retains and reserves unto itself and its Board of Selectmen, without limitation or powers, rights, authority, duties and responsibility, in the exercise thereof or conferred upon and vested in them by the Constitution and the laws and regulations of the United States and of the State of Connecticut, without such exercise being made by subject of a grievance or arbitration hereto except as otherwise provided by/for in this agreement.

**ARTICLE XXII**  
**ENTIRE AGREEMENT**

**Section 22.0**

The agreement expressed herein in writing, constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.


**Section 22.1**


The parties acknowledge that during the bargaining during this agreement, each had 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this agreement.

**Section 22.2**

The Town and the Union for the life of this agreement, 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 not settled, during bargaining, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

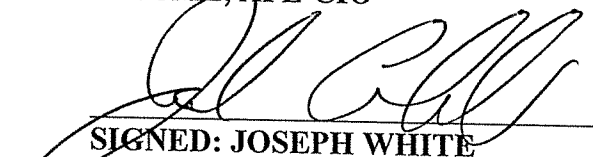
**TOWN OF BOLTON**

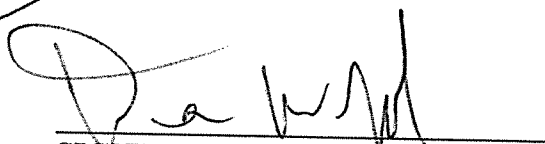
  
SIGNED: JOYCE M. STILLE

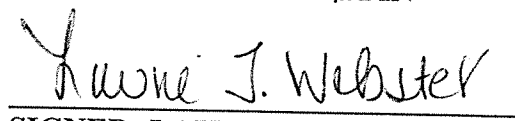
  
SIGNED: ROBERT R. MORRA

  
SIGNED: SANDRA W. PIEROG

**LOCAL 1303-126 OF COUNCIL 4  
AFSCME, AFL-CIO**

  
SIGNED: JOSEPH WHITE

  
SIGNED: DENNIS GRIFFIN

  
SIGNED: LAURIE WEBSTER  
STAFF REPRESENTATIVE

## APPENDIX B

### CLASSIFICATIONS AND HOURLY RATES OF PAY

POSITION	2019-2020	2020-2021	2021-2022
Crewman 1	27.78	28.54	29.32
Crewman 2	30.32	31.15	32.01
Crewman III	32.16	33.04	33.95

Employees entering a new classifications (Crewman 1) shall start at the entry-level rate, which is 75% of the job rate. At the completion of the probationary period (6 months) the employee shall be compensated at 85% of the job rate. At the employees first anniversary date the employee shall be compensated at 90% of the job rate. And on the employees second anniversary date he shall be paid at the full (100%) rate of pay.

## **Town of Bolton**

**Title:** Crewman I

**Position Definition:** Operates and maintains heavy dump truck and heavy and light equipment used in the construction, repair and maintenance of town roads, bridges, and grounds.

**Supervision Received:** Works under the direct supervision of the Public Works Supervisor and task supervision of the Crewman III, who assign specific work to be performed; plans work from order and knowledge of project and available equipment', work is reviewed while in progress and/or upon completion and results obtained.

**Supervision Exercised:** Provide task supervision to assigned workers.

### **Examples of Essential Duties:**

1. Operates truck and equipment as needed to perform roads and grounds maintenance; equipment includes chain saw, tractors, heavy construction and trucks. Prepares equipment, services with fuel, lubricants and accessories. Observes performance of equipment and reports malfunctions to Supervisor. Makes minor repairs to truck and equipment and assists in major engine or transmission work.
2. Operates trucks and equipment to plow and sand in winter snow removal and to haul equipment and materials. Operates heavy equipment such as pay loaders, back hoes, rollers and tractors to mow roadsides and public are-as and to lay and repair pipe, and to pave and repair roads.
3. Uses jack-hammer, chain saws, chippers and related equipment in general maintenance work. Uses hand tools to repair and build catch basins, clear culverts and to perform related repair and maintenance work. Repairs and install fences, street signs, and guard rails. Uses power equipment and hand tools to cut and remove brush, trees, etc. Keeps tools, equipment, and work areas in a clean orderly manner. Maintains all safety levels and security standards as determined by the Public Works Supervisor.

### **Examples of Incidental Duties:**

1. Performs flag person tasks on major road construction and repair projects.
2. Assists in major engine or transmission repair work. Leads helpers on maintenance projects as needed. May operate welding equipment in the repairing vehicles and equipment.
3. Spreads and tamps asphalt for minor road repairs. Performs related work as required.

**Knowledge, Skills and Abilities Required:** Knowledge of the functions, operating methods, and care and maintenance required of the light and heavy equipment used in roads and maintenance projects. Ability to operate and maintain truck and heavy and light maintenance and construction equipment. Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagrammatic form. A working knowledge of the work hazards and safety practices relating to light and heavy equipment operation and road maintenance work, Ability to work independently and to provide lead super-vision to assigned helpers.

**Minimum Qualifications Required:** High school diploma or equivalent and two years of heavy construction or road repair work; experience in repair garage or completion of an automotive mechanical apprenticeship program desirable.

**License or Certificate-** Possession of a valid CDL, Class B operator's license at time of employment.

**Physical Exertion/Environmental Conditions:** Ability to perform strenuous physical work under adverse weather conditions. Considerable physical effort required in lifting, walking, standing and climbing while performing equipment operations and roads maintenance duties. Ability to lift a minimum of 50 pounds. Considerable highway driving may be required to carry out duties. Exposed to hazardous conditions during routine work and in general emergencies. May include periodic repetitive tasks.

**Note:** The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

## **Town of Bolton**

### **Title:** Crewman II

**Position Definition:** Performs skilled mechanical repair work in the repair, overhaul, and maintenance of town automobiles, trucks, and heavy and light construction equipment. Operates and maintains heavy dump truck and heavy and light equipment used in the construction, repair and maintenance of roads, bridges, buildings, grounds and facilities. Performs manual labor in highway, roadside and maintenance.

**Supervision Received:** Works under the direct supervision of the Public Works Supervisor or Crewman III, who assigns specific work to be performed; plans work from order and knowledge of project and available equipment; work is reviewed while in progress and/or upon completion and results obtained.

**Supervision Exercised:** Provide task supervision to assigned workers.

### **Examples of Essential Duties:**

1. Plans and organizes work procedures using repair manuals, charts and experience to maintain and repair town vehicles and equipment. Performs engine and transmission overhauls, electrical system repairs and rewiring, brake system repairs, clutch repairs and replacement, and similar mechanical work. Uses mechanic's hand tools and power equipment to remove, repair, rebuild or replace defective parts or units. Uses hand tools and power tools to repair damaged vehicle and body parts, and performs welding as required. Reviews and recommends vehicle and equipment upgrades, and prepares specifications for related bid proposals for Supervisor.
2. Operates truck and equipment to perform roads and ground maintenance; equipment includes chain saw, mowers, tractors, heavy construction and trucks. Prepares equipment, services with fuel, lubricants and accessories. Operates trucks and equipment to plow and sand in winter snow removal and to haul equipment and materials. Operates heavy equipment such as pay loaders, back hoes, rollers, tractors and grader to mow roadsides, and public areas, to lay and repair pipe, and to pave and repair roads.
3. Uses jack-hammer, chain saws, chippers and related equipment in general maintenance work. Uses hand tools to repair catch basins, clear culverts and for related repair and maintenance work. Repairs and install fences, street signs, and guard rails. Uses power equipment and hand tools to cut and remove brush, trees, etc. Maintains all safety levels and security standards as determined by the Public Works Supervisor.

### **Examples of Incidental Duties:**

1. Performs flag person tasks on major road construction and repair projects. Spreads and tamps asphalt for minor road repairs.
2. Performs related work as required. Keeps tools, equipment, and work areas in a clean orderly manner.



**Knowledge, Skills and Abilities Required:** Ability to perform skilled automotive and heavy construction equipment maintenance and repair work. Ability to diagnose vehicle and equipment failures and to prepare related repair orders. Knowledge of the functions, operating methods, and care and maintenance required of the light and heavy equipment used in roads and maintenance projects. Ability to operate and maintain truck and heavy and light maintenance and construction equipment. Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagrammatic form. A working knowledge of the work hazards and safety practices relating to light and heavy equipment operation and road maintenance work. Ability to work independently and to provide lead supervision to assigned helpers.

**Minimum Qualifications Required:** High school diploma or equivalent and three years of maintenance and repair of automotive and construction equipment; or three years' experience in a repair garage or completion of an automotive mechanical apprenticeship program.

**License or Certificate:** Possession of a valid CDL, Class B operator's license at time of employment.

**Physical Exertion/Environmental Conditions:** Ability to perform strenuous physical work under adverse weather conditions. Considerable physical effort required in lifting, walking, standing and climbing while performing equipment operations and roads maintenance, and roads inspection duties. Considerable highway driving may be required to carry out duties. Exposed to hazardous conditions during routine work and in general emergencies.

**Note:** The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

## **Town of Bolton**

### **Title:** Crewman III

**Position Definition:** Leads work crews in the construction, repair and maintenance of town roads, bridges and grounds. Performs skilled and semiskilled repair work in operating and maintaining vehicles and heavy construction equipment. Assumes responsibility of the Public Works Supervisor in his absence.

**Supervision Received:** Works under the general supervision of the Public Works Supervisor, who assigns functional work areas; plans and outlines work from order and knowledge of project and available equipment; reports work in progress and/or upon completion and results obtained. Works with considerable independence.

**Supervision Exercised:** Provides general direction and task supervision to Public Works maintenance crew members.

### **Examples of Essential Duties:**

1. Assists in organizing and preparing road maintenance and improvement projects; winter and general emergency procedures to assure safe road and bridge operating conditions; and maintenance schedules and routines for vehicles and equipment.
2. Operates truck and equipment to perform roads and maintenance work; equipment includes chain saw, mowers, tractors, heavy construction and trucks. Prepares equipment, services with fuel, lubricants and accessories. Observes performance of equipment and repairs vehicles and equipment as necessary. Operates trucks and equipment to plow and sand in winter snow removal and to haul equipment and materials. Inspects roads for sanding or plowing and may initiate winter call-ins as necessary.
3. Performs heavy equipment operation, including such equipment as pay loaders, back hoes, rollers and tractors to mow roadsides, and public areas and to lay and repair pipe, and to pave and repair roads. Drives trailer truck to transport heavy equipment. Assures all safety levels and security standards, as determined by Public Works Supervisor, are maintained.
4. Maintains and makes repairs to vehicles and equipment, including routine repair work. Assist Mechanic in repair work requiring more than one worker. Reviews and recommends vehicle and equipment upgrades, and prepares specifications for bid proposals for Supervisor.

### **Examples of Incidental Duties:**

1. Uses jack-hammer, chain saws, chippers and related equipment in general maintenance work. Uses hand tools to repair catch basins, clear culverts and to perform related repair and maintenance work.
2. Repairs and install fences, street signs, and guard rails. Uses power equipment and hand tools to cut and remove brush, trees, etc.

3. Performs flag person tasks on major road construction and repair projects. Performs related work as required.

**Knowledge, Skills and Ability Required:**

**Minimum Qualifications Required:** Ability to organize and plan work projects and to supervise assigned skilled and semi-skilled workers. Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagrammatic form. Ability to prepare comprehensive project reports, including statistical data as needed. Ability to perform skilled automotive and heavy construction equipment maintenance and repair work. Ability to diagnose vehicle and equipment failures and to prepare related repair orders. Ability to operate and maintain truck and heavy and light maintenance and construction equipment. A working knowledge of the work hazards and safety practices relating to light and heavy equipment operation and road maintenance work and related OSHA regulations.

**License or Certification:** Possession of a valid commercial CDL, Class A license at time of employment.

**Physical Exertion/Environmental Conditions:** Ability to perform strenuous physical work under adverse weather conditions. Considerable physical effort required in lifting, walking, standing and climbing while performing equipment operations, roads maintenance, and roads inspection duties. Considerable highway driving may be required to carry out duties. Exposed to hazardous conditions during routine work and in general emergencies. Some stress involved in public contact.

**Note:** The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

**SUPPLEMENT AGREEMENT NO.1**

**BETWEEN**

**THE TOWN OF BOLTON**

**AND**

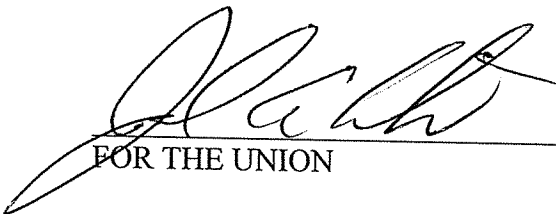
**LOCAL 1303-126 OF CONNECTICUT COUNCIL #4 AFSCME**

**DRINKING WATER SERVICE**

1. The Town agrees to pay the cost of renting the drinking water unit until such time as the problem with the water is solved or a new facility is constructed.
2. The Town agrees to pay the cost of purchasing the drinking water until such time as the problem with the water is solved or a new facility is constructed.
3. The Town reserves the right to review the total costs and expenses with regard to the drinking water service and to request cost explanations if expenditures seem high or disproportional.

  
\_\_\_\_\_  
FOR THE TOWN

6/25/19  
DATE

  
\_\_\_\_\_  
FOR THE UNION

6/26/19  
DATE