

**AGREEMENT  
BETWEEN  
THE TOWN OF BOLTON  
and  
LOCAL 818 OF CONNECTICUT COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL  
EMPLOYEES  
AFL-CIO  
(Supervisors)  
THROUGH JUNE 30, 2024**

WORKING AGREEMENT  
BETWEEN  
THE TOWN OF BOLTON  
and  
LOCAL 818 OF COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES  
AFL-CIO

This agreement is entered into by and between the Town of Bolton hereinafter referred to as the "Town" and Local 818 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 Town employees in the following job titles: Buildings and Grounds Supervisor, Library Director, Highway Supervisor, Building Official/Zoning Enforcement Officer, and Senior and Social Services Director, excluding volunteers, seasonal and temporary employees and all others as defined by the Municipal Employee Relations Act. The terms "seasonal" and "temporary" employees shall mean employees who are hired for a period not expected to exceed four (4) months. The Town may utilize volunteers for seasonal and temporary work in various capacities with the approval of the department supervisor.

**ARTICLE II**  
**UNION SECURITY**

**Section 2.0**

It shall be a condition of employment that all employees in the bargaining unit on the date this Agreement is executed shall either become members of the Union in good standing or pay a monthly service fee set by the Union to cover the cost of collective bargaining, contract administration, grievance adjustment, and other legally permissible costs for the duration of this agreement or any extension thereof. In no case shall the allowable service fee charged be in excess of the Union dues charged for the same period.

It shall be a condition of employment that any new employee, covered by this Agreement and hired on or after its execution date shall, on the thirtieth (30th) day following such employment, either become a member of the Union in good standing or pay a monthly service fee set by the Union to cover the cost of collective bargaining, contract administration, grievance adjustment, and other legally permissible costs for the duration of this Agreement and any extension thereof. In no case shall the allowable service fee charged be in excess of the Union dues charged for the same period.

Upon receipt of written authorization from an employee, the Town agrees to deduct from an employee's pay such membership dues as may be fixed by the Union, in accordance with this section.

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. (See Appendix A)

#### 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, the name and address of the employee from whose earnings deductions 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 any employee, terminated by layoff, is rehired with seniority rights during the life of the contract then in existence.

#### Section 2.3

The Town agrees that there will not be any lockout of any employee or employees during the life of this agreement. The Union, its agents and each employee agree(s) that during the term of this Agreement, it or they shall not for any reason authorize, aid, or engage in a strike, slowdown, work stoppage, sympathy strike, or other concerted interference with the Town's operation. The Union shall take reasonable, prompt and positive measures to prevent and stop any acts described in this Article.

#### Section 2.4

The Union shall indemnify and hold the Town harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.

#### Section 2.5

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

#### Section 2.6

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.

### **ARTICLE III** **HOURS OF WORK AND OVERTIME**

#### Section 3.0

For employees who are not exempt from the overtime requirements of federal and state law, the Town shall pay time and one-half for all authorized work performed in excess of forty (40) hours in any one work week. For employees who are exempt from such overtime requirements, the Town shall provide compensatory time, in accordance with applicable law, for all authorized work performed in excess of forty (40) hours in any work week. Compensatory time earned shall be rounded to the nearest half hour.

- A. The normal scheduled hours of work for bargaining unit employees is attached at Appendix D.
- B. The hours of work may be altered by mutual agreement between the Town and the Union.

#### Section 3.1

Double time shall be paid for all authorized time actually required to be performed on the holiday plus the holiday pay as assigned by the First Selectman or his/her designee. Double time shall also be paid for all non-scheduled time on Sunday.

#### Section 3.2

- A. The Buildings and Grounds Supervisor shall earn a minimum of one and one-half (1 1/2) hours of compensatory time for each opening and closing of the facilities.



- B. The Buildings and Grounds Supervisor and/or Highway Supervisor who is required to work three (3) hours beyond his/her regular quitting time shall be allowed a one-half (1/2) hour eating break without loss of pay. The employee shall be granted similar eating breaks for every complete four (4) hour period thereafter while he continues to work.
- C. The Buildings and Grounds Supervisor and/or Highway Supervisor called into work prior to 6:00 a.m. shall be allowed one-half (1/2) hour for breakfast prior to 8:00 a.m. or as soon as practicable thereafter.
- D. When the Buildings and Grounds Supervisor and/or Highway Supervisor is called in on an emergency basis 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 time and one-half (1/2) his regular hourly rate for all hours worked outside of his regularly scheduled hours, and shall work his regularly scheduled work day. The employee shall be paid double the regular hourly rate if the call-in is on a Sunday or holiday.
- E. The Buildings and Grounds Supervisor shall be entitled to work at the Bolton Residential Transfer Station. All conditions described in this contract, along with other current contracts, shall apply to this position. The Buildings and Grounds Supervisor's normal labor rate shall apply to this position.

### Section 3.3

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

## **ARTICLE IV** **HOLIDAYS**

### Section 4.0

The following holidays shall be observed as days off with 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
Floating Holiday (30 days notice required)		

#### Section 4.1

Any holiday occurring on a Sunday shall be celebrated on the Monday following. With the exception of Library employees, any holiday occurring on a Saturday shall be celebrated on the preceding Friday. For Library employees, if the actual holiday falls on a day the Library is scheduled to be open, that day will be celebrated as the holiday and the Library will be closed. In addition, Friday holidays for the Library will be celebrated on the Saturday following. The Library will be closed on the Saturday prior to Memorial Day, Labor Day and July 4<sup>th</sup>, if the fourth of July falls on a Sunday or Monday. Employees scheduled to work on the Saturday of Memorial Day weekend, Labor Day weekend or July 4<sup>th</sup> weekend, when the fourth falls on a Sunday or Monday, shall work their normal non-Saturday work week schedule.

For the Buildings and Grounds Supervisor scheduled to work on a July 4<sup>th</sup> which falls on a Saturday or Sunday, that day shall be considered the holiday.

#### Section 4.2

When a holiday occurs while an employee is on vacation leave, the employee will not be charged with taking a vacation day for that day.

#### Section 4.3

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

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

#### Section 5.0

Seniority shall be defined as the length of time an employee has continuously been employed by the Town of Bolton. The Town shall prepare a list of bargaining unit employees, showing their seniority in length of service and in job classification and forward same to the Union on January 31st of each year. Upon completion of their probationary period, new employees shall be added to this list.

An employee shall forfeit accrued seniority:

- a) Upon voluntary resignation or retirement,
- b) Upon discharge, or
- c) Upon the expiration of recall rights under Section 5.4.

### Section 5.1

New employees shall serve a probationary period of one hundred eighty (180) calendar days, excluding time lost from work for any reason, and shall not have seniority rights during this period but shall be subject to all other provisions of this agreement except those designated in this paragraph. All employees who have completed their probationary period shall acquire length of service records retroactive to date of hire. During or at the end of the probationary period, a probationary employee may be discharged at will by the Employer, with no recourse to the grievance and/or arbitration procedures set forth in this Agreement.

### Section 5.2

If the Town elects to fill a vacancy, the Town shall post the vacancy 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 who in its judgment is most qualified for the position. If individuals have equal qualifications, preference will be given to the current qualified Town employee.

### Section 5.3

The Town has the sole and exclusive prerogative to eliminate or reduce positions in the bargaining unit. When the Town determines that such a reduction in the work force is required, the reduction shall be made in the following order within classification:

- a) Probationary employees.
- b) Employees with the least amount of seniority, as defined in Section 5.0.
- c) An employee scheduled for lay off, may, if he/she so desires, replace an employee covered by this contract with less seniority in an equal or lower job classification.

The bumping employee must have greater seniority than the employee whom he/she bumps. Also, the employee must possess the ability to do the job.

The employee who goes to a lower job classification shall be paid accordingly to the pay schedule for that classification.

### Section 5.4

Employees shall have recall rights to job classifications from which they have been laid off. If a vacancy occurs in a job classification from which an employee has been laid off, employees will be recalled to such positions in inverse order of the order set forth in Section 5.3. Employees shall retain recall rights for a period no longer than one (1) calendar year from the effective date of layoff. Notice of recall shall be sent to the last known address of the employee, return receipt requested. If the employee rejects the appointment offer or fails to respond within fifteen (15) days of receipt, the employee shall forfeit seniority and shall no longer be eligible for recall.

#### Section 5.5

Where possible, the Town will provide one week's notice to an employee who is to be laid off as a result of a reduction in force.

### **ARTICLE VI** **WAGES**

#### Section 6.0

The wage schedule for employees in the bargaining unit is attached hereto as APPENDIX B, which is made a part of this Agreement.

#### Section 6.1

Employees who are required to operate their personal vehicles in the scope of their job responsibilities shall be reimbursed at the IRS rate in effect at such time.

#### Section 6.2

The Town shall pay all full time employees who are regularly scheduled to work at least thirty (30) hours per week and who have successfully completed probation a yearly longevity payment per the following schedule:

10 to 15 years of completed service	- \$200
15 to 20 years of completed service	- \$400
20 + years of completed service	- \$600

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

#### Section 6.3

Effective July 1, 2004, the pay cycle shall be bi-weekly.

### **ARTICLE VII** **WORKERS' COMPENSATION**

#### Section 7.0

Employees shall be covered for workers' compensation in accordance with the Connecticut Workers' Compensation Act.

## **ARTICLE VIII**

### **PENSION**

#### **Section 8.0 Pension**

Employees 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, five and a half (5.5%) percent and six (6%) percent (as stated in the table below) of each employee's gross base wages earned during the prior month. The Town's contribution on behalf of each employee shall be made to a defined benefit 401 at ICMA-RC. The term 'gross base wages' 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 wages' shall exclude all other payments, such as additional straight time, overtime, and longevity.

Town will contribute, on a monthly basis, on behalf of each employee, the equivalent of the following percentage of each employee's gross base wages earned during the prior month.

<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
5%	5.5%	6%

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 to participate 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) Employees who have successfully completed one (1) continuous month (30 days) of employment may also contribute on their own by making bi-weekly payroll deductions to a deferred compensation (457) plan. The Town will forward these contributions on a monthly basis to ICMA-RC.

## **ARTICLE IX**

### **INSURANCE**

#### **Section 9.0**

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 \$30,000 of term life and accidental death and dismemberment insurance, reduced by 35% at age 65 and further reduced by 35% for every five (5) years thereafter, subject to a \$1,000 minimum.

## Section 9.1

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). After the employee has contributed through payroll deduction his/her percentage contribution as found in E. below, the Town shall pay for 100% of the remaining insurance premium for employees scheduled to work thirty (30) hours per week. For employees hired after July 1, 2008, the Town's share shall be prorated for employees working less than forty (40) hours. For example, after the employee has paid their employee percentage contribution, the Town shall pay 75% of the remaining insurance premium for an employee working thirty (30) hours per week. Insurance coverage for all employees shall be for twelve (12) months of the year.

A. The plan shall be Anthem State Partnership Plan (or comparable coverage or benefits). For July 1, 2021 to June 30, 2023.

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 2019 - 2021 collective bargaining Agreement shall not be subject to the opener.

C. "Full-Service Dental" and "Full-Service-Vision" insurance rider or comparable coverage and benefits.

D. Blue Cross 65 and CMS 65, if needed for an active employee or comparable coverage and benefits. Once an employee qualifies for medicare either through COBRA or reaching age 65, he/she can purchase supplemental insurance offered by the Town plus a three (3) percent administrative fee. In addition, a retiring employee who is at least 60 years old and with a minimum of 15 consecutive years of full time employment (40 hours per week) can continue on and purchase the Town's current insurance plan until medicare eligible at 103% of the Town's cost.

- E. Each bargaining unit member who elects coverage under the Town shall contribute through payroll deductions:

7/1/18	1/1/19	7/1/19	1/1/20	7/1/20	1/1/21	7/1/21	7/1/22	7/1/23
12.5%	13%	13.5%	14%	14.5%	15%	15%	16%	17%

- F. The Town shall continue to provide a Section 125 plan for insurance premium conversion, unreimbursed medical expenses and dependent care expenses, consistent with the provisions of all applicable laws.
- G. 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 existing reference coverage.
- H. Employees who are on FMLA 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.
- I. Any eligible 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 \$700.00 for waiving individual coverage and \$1,400.00 for waiving two person or family coverage to be paid half in December and half on or before June 30<sup>th</sup> of the next calendar year.  
New hires that choose to waive health insurance coverage for the remainder of the fiscal year in which they are hired shall receive prorated compensation. Such employees must submit in writing their intent to waive coverage within fifteen (15) days from the start of employment. Compensation will be reduced by \$80.00 per month for waiving individual coverage and by \$155.00 per month for waiving two person or family coverage. A new hire starting in April, May, or June would not qualify for compensation during their first fiscal 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 that 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.
- J. New employees who are eligible to participate in the insurance program shall be allowed to do so starting with the next available enrollment period.



## ARTICLE X VACATIONS

### Section 10.0

All employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to vacations with pay at the employee's base earnings on the following basis:

- a) One (1) week upon successful completion of the probationary period.
- b) One (1) additional week upon the completion of one (1) year of service.
- c) Two (2) weeks for at least two (2) years but less than five (5) years of service.
- d) Three (3) weeks for at least five (5) years of service.
- e) Four (4) weeks for at least ten (10) years of service.
- f) One (1) additional day per year of service beginning at fifteen (15) years of service to a maximum of five (5) additional days. A day 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 rounded to the nearest half-hour. When the number of days is equivalent to an employee's regularly scheduled work week, it shall be considered a week.
- g) The employee's anniversary date will be used to determine the amount of vacation due.
- h) All vacation leave accumulated prior to the date of this Agreement shall be carried forward to each employee.
- i) One week of vacation shall be equivalent to the total number of hours an employee is regularly scheduled to work during a work week. An "hourly" format shall be used to track vacation time.

### Section 10.1

The scheduling of vacation periods will be made by the Town. The Town will attempt to honor the requests of employees for vacation schedules, subject to the operational needs of the Town.

### Section 10.2

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 Four (4) weeks' written notice in advance of the effective date of the resignation.



### Section 10.3

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

### Section 10.4

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

### Section 10.5

Vacation periods shall be taken in segments of not less than one (1) hour subject to the approval of the First Selectman or his/her designee for scheduling purposes.

### Section 10.6

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 Selectman or his/her designee. Any decision made by the First Selectman or his/her designee with regard to such a request shall not be subject to the grievance and/or arbitration procedure.

## **ARTICLE XI** **SICK LEAVE**

### Section 11.0

All employees regularly scheduled to work at least thirty (30) hours per week will earn sick leave commencing with their date of hire at the rate of one and one half (1 1/2) working days for each complete calendar month of service, to a maximum accumulation of three hundred (300) days. 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 rounded to the nearest half-hour. An "hourly" format shall be used to track sick leave.

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 four (4) 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.

A doctor's certificate showing date of illness or incapacity may be required in cases of suspected abuse or consistent abuse of sick leave either preceding or following a holiday, vacation or personal day.

#### Section 11.1

- A. An employee 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.
- B. In the event of an employee's death, his/her spouse and/or minor children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's accumulated but unused sick leave. If the employee has neither spouse nor children, the pay shall be given to the estate of the deceased employee.

### **ARTICLE XII** **JURY DUTY**

#### Section 12.0

Employees shall be granted leaves for required jury duty provided such notice is given to the First Selectman 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 workday 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 XIII** **MILITARY LEAVE**

#### Section 13.0

Military leave shall be granted in accordance with applicable law.

**ARTICLE XIV**  
**BEREAVEMENT LEAVE**

**Section 14.0**

Three (3) days shall be granted to an employee for death in the immediate family. 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 on that day.

**ARTICLE XV**  
**PERSONAL LEAVE**

**Section 15.0**

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 three (3) paid personal leave days per calendar year.

Employees hired during the year shall receive pro-rata leave days as follows and shall be allowed to use same at the completion of the probationary period:

Hired on or after July 1 through September 30—3 personal leave days

Hired on or after October 1 through December 31—2 personal leave days

Hired on or after January 1 through March 31—1 personal leave day

Hired on or after April 1 through June 30—0 personal leave days

One day of personal leave shall be equivalent to the total number of hours an employee is regularly scheduled to work on that day.

**Section 15.1**

Personal days are to be used solely for the purpose of conducting personal business which cannot be transacted outside of work hours, such as required court appearance or attendance at a house closing. Recreational use of personal days 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 connection with compensatory time unless approved by the First Selectman or his/her designee and only in case of an emergency or hardship. 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 unless otherwise approved by the First Selectman or his/her designee. Personal leave days may not be carried over into the next calendar year.

**ARTICLE XVI**  
**LEAVE OF ABSENCE**

**Section 16.0**

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. One day of leave shall be equivalent to the total number of hours an employee is regularly scheduled to work on that day.

**Section 16.1**

Any employee who becomes pregnant shall so notify the First Selectman 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 to her former position, provided that the employee notifies the First Selectman or his/her designee in writing at least sixty (60) days in advance that she intends to return to work.

**Section 16.2**

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 16.3**

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

**ARTICLE XVII**  
**SAFETY AND HEALTH**

**Section 17.0**

- A. Safety helmets and safety goggles shall be furnished to employees working in the classifications of Buildings and Grounds Supervisor and Highway Supervisor, 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 provide flu shots to its employees annually.

- C. The Town will pay an annual shoe allowance of up to \$125 to employees working in the classifications of Buildings and Grounds Supervisor, Building Official and Highway Supervisor. The shoe allowance shall be paid once during each fiscal year upon the employee's submittal of a valid receipt for the purchase (excluding sales tax).
- D.
  - 1. The Town shall provide and pay for a uniform/clothing allowance of up to \$9.00 per week for employees working in the classifications of Buildings and Grounds Supervisor and Highway Supervisor.
  - 2. The Town reserves the right to request bids for new uniform services at its discretion.
- E. The Town shall furnish foul weather gear for use by employees working in the classifications of Buildings and Grounds Supervisor and Highway Supervisor.
  - I. The Town shall maintain a Labor-Management Safety and Health Committee.
  - J. The employees covered by this agreement shall be entitled to use Herrick Park once during a calendar year with the user fee waived. All other regulations and fees shall apply.

## **ARTICLE XVIII**

### **DISCIPLINARY PROCEDURE**

#### **Section 18.0**

- 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.

**ARTICLE XIX**  
**GRIEVANCE PROCEDURE**

**Section 19.0**

A "grievance" shall mean a complaint by an employee, the Union, or a group of employees that his/her/their rights under the specific language of this Agreement have been violated. Failure by the grievant and/or the Union at any level to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level.

**Section 19.1**

Grievances, as defined in Section 19.0, shall be processed as follows:

- A. Step One: The aggrieved employee and the Union Steward shall first attempt to resolve the grievance informally with the aggrieved employee's immediate supervisor, within five (5) working days after the aggrieved employee knew or should reasonably have known of the occurrence of the condition giving rise to the grievance.
- B. Step Two: In the event the grievance is not resolved at Step One, the aggrieved employee and/or the Union Steward shall submit the grievance in writing to the First Selectman or his/her designee. The grievance must be filed in writing with the First Selectman or his/her designee within ten (10) days after the aggrieved employee knew or should reasonably have known of the occurrence of the condition giving rise to the grievance. The written grievance must state: the specific contract provision(s) allegedly violated; the facts underlying the grievance; and the remedy requested. The First Selectman or his/her designee shall provide a written answer to the grievance within five (5) working days of the date of submission to him/her.
- C. In the event the grievance is not resolved at Step Two, the matter may be submitted to arbitration by the Union or the Employer. In order to file for arbitration, the Employer or the Union must file a written demand for arbitration with the State Board of Mediation and Arbitration within ten (10) days of the Step Two response, with a concurrent copy to the other party.
- D. The arbitrator shall have no power to add to, subtract from, alter or modify any provision of this Agreement. The arbitrator shall render his decision in writing no later than thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding, as provided by law.

**ARTICLE XX**  
**MANAGEMENT RIGHTS**

**Section 20.0**

1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to those rights provided by the Constitution, laws and regulations of the United States and of the State of Connecticut, and including, but not limited to, the following:

- (a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town, including the right to determine the methods and locations for storing all Town vehicles.
- (b) To discontinue processes or operations or to discontinue their performance by employees.
- (c) To select and to determine the number and types of employees required to perform the Town's operations.
- (d) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town.
- (e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (f) The Town will have the right to subcontract bargaining unit work if the Town deems such subcontracting to be in the best interest of the Town and: 1) there are no qualified bargaining unit employees available to perform the work in question; or 2) circumstances occur which make the use of bargaining unit employees impracticable.
- (g) To create and revise job descriptions, subject to the Union's right to negotiate the assigned wage rate.
- (h) To conduct written employee evaluations on an annual or semi-annual basis.

2. Notwithstanding any provision of this Agreement, the Town shall have the right to take any action necessary in order to comply with any provision of federal and/or state law, including, but not limited to, the Americans with Disabilities Act and the Drug Free Workplace Act.

3. The above rights, responsibilities and prerogatives are inherent in the Town by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

## **ARTICLE XXI** **ENTIRE AGREEMENT**

### **Section 21.0**

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

### **Section 21.1**

The parties acknowledge that during bargaining, 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 21.2**

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 unless mutually agreed upon by both parties.

## **ARTICLE XXII** **TRAINING**

### **Section 22.0**

In its discretion, the Town may provide release time and reimbursement for employees for courses/seminars which are job related. In order to receive release time and/or reimbursement under this section, an employee must receive prior written approval from the First Selectman or his/her designee. Any decision made by the First Selectman or his/her designee under this section shall not be subject to the grievance and/or arbitration procedure.



**ARTICLE XXIII**  
**SAVINGS CLAUSE**

**Section 23.0**

If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid by a court of final jurisdiction, 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 they 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 XXIV**  
**DURATION**

**Section 24.0**

Unless otherwise indicated this agreement shall become effective upon signing, and shall remain in effect through and including June 30, 2023 and from fiscal year to fiscal year thereafter unless either party notifies the other by registered or certified mail, return receipt requested, no later than one hundred fifty (150) days before the expiration date of the agreement, that it wishes to negotiate a new Agreement.

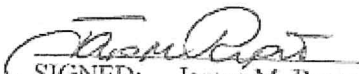
**Section 24.1**

Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party.

**Section 24.2**

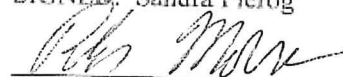
The agreement shall remain in full force and effect during such negotiations for a successor agreement.

TOWN OF BOLTON

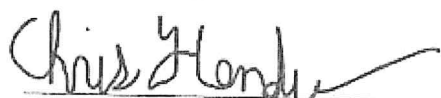
  
SIGNED: James M. Rupert

Administrative Officer

  
SIGNED: Sandra Pierog

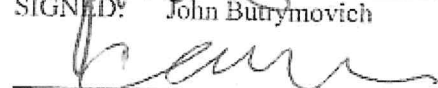
  
SIGNED: Robert Morra

LOCAL 818 OF COUNCIL 4  
AFSCME, AFL-CIO



SIGNED: Christopher Henderson Esq.  
Staff Representative  
Connecticut Council 4  
AFSCME, AFL-CIO

  
SIGNED: John Butrymovich

  
SIGNED: Carrie Concatelli

**APPENDIX A**

CONNECTICUT COUNCIL NO. 4  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES  
AFL-CIO

DESIGNATION OF REPRESENTATIVE AND PAYROLL DEDUCTION

By: \_\_\_\_\_  
Please Print                      Last Name                      First Name                      Middle Name

To: \_\_\_\_\_  
Name of Employer

Effective \_\_\_\_\_, I hereby designate the AFSCME Connecticut Council No. 4 and/or its appropriate affiliates to be my representative for collective bargaining.

Effective \_\_\_\_\_ I hereby authorize you to deduct from my earnings each Payroll Period \_\_\_\_\_ a sufficient amount to provide for the regular payment of the current rate of monthly union dues or service fees, as certified by the union. The amount deducted shall be paid to the treasurer of Local of the American Federation of State, County, and Municipal employees. This authorization shall remain in effect in accordance with the working agreement or upon termination of my employment.

Dues to AFSCME are not tax deductible as charitable contributions for Federal Income Tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

\_\_\_\_\_  
Signature (Do not print)

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Street Address (Print)

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
City and State (Print)

\_\_\_\_\_  
Zip Code

**APPENDIX B**  
**WAGE/SALARY**

	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>	<u>7/1/23</u>
Senior and Social Services Director	69,204	74,204	75,874	77,581
Highway Supervisor	84,548	86,450	88,395	90,384
Library Director	81,231	83,059	84,928	86,839
Town Wide Facilities Director	99,822	102,068	104,365	106,713
Building Official/ZEO*	103,873	106,210	108,600	111,044

Employees entering a new classification shall start at the entry level rate which is 90% of the job rate. At the completion of the probationary period, the employee shall be compensated at 95% of the job rate. At the employees first anniversary date he/she shall be paid at the full (100%) rate of pay.

\*Building Official/ZEO and Building and Grounds Supervisor have a Memorandum of Understanding

APPENDIX C  
JOB CLASSIFICATION

Section 6.3

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF BOLTON  
AND  
LOCAL 818 OF CONNECTICUT COUNCIL #4 AFSCME

On October 2, 2007, First Selectman Bruno Simonetti appointed and the Board of Selectmen confirmed the appointment of Mr. James Rupert as the Town of Bolton Emergency Management Director. Mr. Rupert as the current Building Official/Zoning Enforcement Officer for the Town of Bolton works thirty-three (33) hours per week. Under the initial Memorandum of Understanding, the parties agreed that Mr. Rupert shall work an additional seven (7) hours per week for as long as his appointment to the Emergency Management position exists and, as a result, Mr. Rupert's salary and benefits were commensurate with the additional hours and responsibility effective November 5, 2007. Furthermore, the parties agreed to additional responsibilities as reflected in the revised job description for the position of Building Official/Zoning Enforcement Officer effective July 1, 2009. In addition, the Town agreed to sponsor Mr. Rupert's enrollment in the State Fire Marshal training program which he successfully completed.

REVISED July 7, 2014

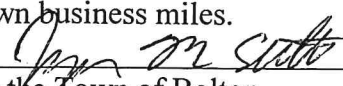
The Town of Bolton has entered into an agreement with the Town of Willington to provide Willington with Building Official services. Under this Memorandum of Understanding, the parties agree that Mr. James Rupert, Town of Bolton Building Official, shall work an additional ten (10) hours per week for as long as the agreement with the Town of Willington (or other town(s) at least equaling the ten Hours) for Building Official services exists and, as a result, Mr. Rupert's salary and benefits shall be commensurate with the additional hours. This became effective the first day of the executed Willington/Bolton agreements.

WORK SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday
8 AM-7:30 PM	7 AM-6:30	7:30 AM-4:30 PM	7 AM-4 PM	7 AM-1 PM

Plus 3 additional hours per week for meetings/additional work for a total of 50 hours. The Town shall provide compensatory time at a time and one-half basis for all authorized work over fifty (50) hours per week. The Administrative Officer or his/her designee and Mr. Rupert may mutually agree to changes to the work schedule.

Due to the various trainings, workshops and other job related activities, primarily related to EMD and Fire Marshal, a mileage stipend of \$400.00 per year shall be paid to Mr. Rupert. Payment will be made in two (2) equal installments, December and June of each year. In the event a Town vehicle is no available for daytime use by the BO/ZEO (including EMD and Fire Marshal), Mr. Rupert, with pre-approval from the Administrative Officer (or First Selectman if Administrative Officer is not available), shall be reimbursed at the current IRS rate for current Town business miles.

  
For the Town of Bolton

Date

6/12/18

  
For the Union

Date

6/18/18

REPLACES PRIOR MEMORANDUM OF UNDERSTANDING  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF BOLTON  
AND  
LOCAL 818 OF CONNECTICUT COUNCIL #4 AFSCME

On October 2, 2007, First Selectman Bruno Simonetti appointed and the Board of Selectmen confirmed the appointment of Mr. James Rupert as the Town of Bolton Emergency Management Director. Mr. Rupert as the current Building Official/Zoning Enforcement Officer for the Town of Bolton works thirty-three (33) hours per week. Under the initial Memorandum of Understanding, the parties agreed that Mr. Rupert shall work an additional seven (7) hours per week for as long as his appointment to the Emergency Management position exists and, as a result, Mr. Rupert's salary and benefits were commensurate with the additional hours and responsibility effective November 5, 2007. Furthermore, the parties agreed to additional responsibilities as reflected in the revised job description for the position of Building Official/Zoning Enforcement Officer effective July 1, 2009. In addition, the Town agreed to sponsor Mr. Rupert's enrollment in the State Fire Marshal training program which he successfully completed.

REVISED July 7, 2014

The Town of Bolton has entered into an agreement with the Town of Willington to provide Willington with Building Official services. Under this Memorandum of Understanding, the parties agree that Mr. James Rupert, Town of Bolton Building Official, shall work an additional ten (10) hours per week for as long as the agreement with the Town of Willington (or other town(s) at least equaling the ten Hours) for Building Official services exists and, as a result, Mr. Rupert's salary and benefits shall be commensurate with the additional hours. This became effective the first day of the executed Willington/Bolton agreements.

WORK SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday
8 AM-7:30 PM	7 AM-6:30	7:30 AM-4:30 PM	7 AM-4 PM	7 AM-1 PM

Plus 3 additional hours per week for meetings/additional work for a total of 50 hours. The Town shall provide compensatory time at a time and one-half basis for all authorized work over fifty (50) hours per week. The Administrative Officer or his/her designee and Mr. Rupert may mutually agree to changes to the work schedule.

Due to the various trainings, workshops and other job related activities, primarily related to EMD and Fire Marshal, a mileage stipend of \$400.00 per year shall be paid to Mr. Rupert. Payment will be made in two (2) equal installments, December and June of each year. In the event a Town vehicle is no available for daytime use by the BO/ZEO (including EMD and Fire Marshal), Mr. Rupert, with pre-approval from the Administrative Officer (or First Selectman if Administrative Officer is not available), shall be reimbursed at the current IRS rate for current Town business miles.

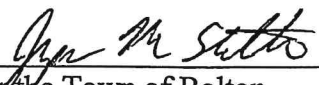
REVISED December 20, 2018

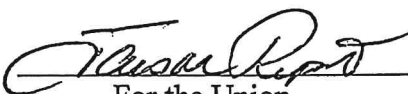
In recognition of Mr. Rupert's additional appointment as Fire Marshal, a reduction of hours and new work schedule becomes effective December 31, 2018. Accrued benefits shall now be based on this new schedule.

#### WORK SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday
8 AM-6:30 PM	7:30 AM-6:30	7:30 AM-4 PM	7:30 AM-4 PM	7:30 AM-1 PM

Plus 3 additional hours per week for meetings/additional work for a total of 47 hours. The Town shall provide compensatory time at a time and one-half basis for all authorized work over fifty (47) hours per week. The Administrative Officer or his/her designee and Mr. Rupert may mutually agree to changes to the work schedule.

  
\_\_\_\_\_  
For the Town of Bolton  
12/20/18  
\_\_\_\_\_  
Date


  
\_\_\_\_\_  
For the Union  
12/20/18  
\_\_\_\_\_  
Date



SUPPLEMENTAL AGREEMENT NO. 1  
BETWEEN  
THE TOWN OF BOLTON  
and  
LOCAL 818 OF CONNECTICUT COUNCIL #4 AFSCME

The Highway Supervisor shall be provided with a Town owned vehicle which may be taken home at night, on weekends, holidays and other such appropriate occasions provided that the employee resides in the Town of Bolton or in an adjacent municipality. This vehicle is to be used for transportation to and from work and for other job related duties outside the employee's normal working hours. The employee may use such vehicle for transportation within the immediate geographic area outside their normal working hours with the understanding that during such times they must be available to respond to all work related calls.

This agreement shall only be altered by mutual agreement between the Town and the Union.

  
\_\_\_\_\_  
For the Town

  
\_\_\_\_\_  
For the Union

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF BOLTON  
AND  
LOCAL 818 OF CONNECTICUT COUNCIL #4 AFSCME

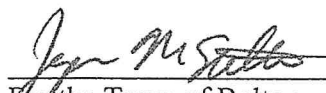
Commencing on May 1, 2019 the Town and Board of Education entered into a shared Facilities Director Services Agreement. The Buildings and Grounds Supervisor position has been eliminated based on the agreement and a new position of Town-wide Facilities Director has been created. John Butrymovich has been appointed to this new position. Under this Memorandum of Understanding, the parties agree to the following changes in benefits for Mr. Butrymovich:

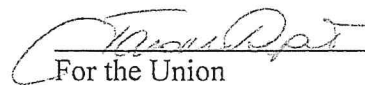
Use of Town Vehicle – The Town-wide Facilities Director shall be provided with a Town owned vehicle which may be taken home at night, on weekends, holidays and other such appropriate occasions. This vehicle is to be used for transportation to and from work and for other job related duties outside the employee's normal working hours. As a result, no mileage stipend will be paid to Mr. Butrymovich effective July 1, 2019.

Salary/Wages: May 1, 2019 (retroactive upon MOU signing) to November 1, 2019 \$88,118; November 1, 2019 to May 1, 2020 \$92,524; May 1, 2020 to June 30, 2020 \$97,150; and the negotiated contract increases thereafter.

All other benefits shall be based on current contract language.

In addition, the Town agrees that should the shared Facilities Director Services Agreement be terminated, Mr. Butrymovich will be appointed to another supervisor position within the Town as long as the the termination of the agreement is not the result of his misfeasance.

  
\_\_\_\_\_  
For the Town of Bolton  
5/15/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union  
5/15/19  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TOWN OF BOLTON, CT  
AND  
LOCAL 818 OF CONNECTICUT COUNCIL #4**


**Chief Building Official/Land Use Department Head**

It is the mutual agreement of the Town of Bolton and Local 818 that Building Official job title/job description be changed to that of Chief Building Official/Land Use Department Head. This position is a salary position exempt from overtime (with regular work hours of 37 to 40 hours per week) with required attendance at various evening meetings. Please see the attached job description (revised 1/17/2023) for all changes.

Employees entering a new classification shall start at the entry level rate which is 90% of the job rate. At the completion of the probationary period, the employee shall be compensated at 95% of the job rate. At the employees first anniversary date he/she shall be paid at the full (100%) rate of pay.

This agreement shall only be altered by mutual agreement between the Town and the Union.

  
For the Town

  
For the Union