

AGREEMENT
BETWEEN
THE TOWN OF CANTON
AND
THE NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES
LOCAL R1-198
JULY 1, 2010 - JUNE 30, 2013

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PREAMBLE

This Agreement entered into by and between the Town of Canton, State of Connecticut, hereinafter referred to as the Town, and the National Association of Government Employees, Local R1-198, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; more effective service in the public interest; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment as provided for by the General Statutes of the State of Connecticut.

ARTICLE I - RECOGNITION

1.0 The Town hereby recognizes the Union as the exclusive collective bargaining agent, for the purpose of collective bargaining in respect to rates of pay, hours, wages, hours of employment and other conditions of employment for the unit consisting of all employees of the Town of Canton employed as Highway employees, Park Department employees, and Sewer Department employees who work twenty (20) hours or more per week or who work one hundred twenty (120) days or more per year, excluding the Director of Public Works, the Superintendent of Sewage Treatment Plant, and Chief Plant Operator, hereinafter referred to as "employee" or "employees".

ARTICLE II - MANAGEMENT RIGHTS

2.0 It is recognized and agreed that the Town, through the Board of Selectmen, its Chief Administrative Officer and the Water Pollution Control Authority, has and will continue to retain the exclusive rights, duties and responsibilities to manage and direct the affairs of municipal government in all its various aspects except those specifically abridged, or modified by this agreement. Such functions of the Town include but are not limited to the exclusive rights: to hire, promote, demote, to suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of employees and prescribe reasonable rules to that end; to layoff because of lack of work or because of budgetary considerations and to recall; and to introduce or improve methods or facilities. In addition, the Town shall have the sole rights, responsibilities and prerogatives of management of the affairs of the Town and direction of working forces, including, but not limited to the following:

- (a) To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- (b) 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.

- (c) To ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

2.1 The Town agrees in the exercise of its functions to comply with the provisions of this Agreement and that the provisions of this Article shall not be used by the Town for the purpose of infringing upon any employee's right provided in this Agreement.

2.2 It shall be the policy of the Town that all work which can be properly, safely and economically performed by employees covered by this Agreement shall be assigned to and performed by employees covered by this Agreement.

ARTICLE III - UNION SECURITY, DUES DEDUCTION

3.1 As a condition of employment (i) all present employees who are members of the Union upon the effective date of this Agreement shall remain members for the duration of this Agreement or shall be assessed a "union service fee;" and (ii) all employees who are not members shall within thirty-one (31) days after the effective date of this Agreement become members of the Union and remain for the duration of this Agreement or shall be assessed a "union service fee." All employees hired hereafter, as a condition of employment shall become members of the Union on or before their thirty-first day of employment and remain members for the duration of this Agreement or shall be assessed a "union service fee." Said "union service fee" shall be equal to the cost of collective bargaining, contract administration and grievance adjustment (but not more than Union dues) for the duration of this Agreement or any extension thereof.

3.2 The Town agrees to deduct from the salary of all employees covered herein, who authorize in writing such deductions from their salary, such dues, initiation fees, and/or service fees as may be fixed and certified to the Town by the Union as allowed by law. The Town will remit to the Union on or before the last day of the month in which such deductions are made, the aggregate of amounts collected, together with an alphabetic list of employees from whose salary such sums have been deducted. Such deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will save the Town harmless from any claim for damages by reason of carrying out the provisions of this Agreement concerning the deduction from salary of such dues and fees, as here before mentioned.

3.3 These deductions will be made on the pay day of each weekly or bi-weekly pay period (as appropriate) as specified by the Town and agreed to by the union.

ARTICLE IV - SENIORITY

4.1 Seniority shall be by Group (1) Highway and Park Group and (2) Sewer Group and (3) Custodial Group and shall commence on the day that the employee begins work as a paid full time employee within such group, except as provided in Section 4.3 below.

4.2 An employee's seniority shall be broken and he shall forfeit all rights and benefits under this Agreement if he (1) voluntarily resigns and quits, (2) is discharged, (3) takes a leave of absence for the purpose of working at another occupation, or (4) takes a leave of absence for more than 90 days, unless the leave is for military service or educational programs approved by the Town.

4.3 No employees shall attain seniority rights under this Agreement until he has been continuously employed by the Town as a full time member of the Department for a period of one (1) year. During such period, the employee shall be on probation and may be discharged by the Town for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probation period, his seniority shall date back to date of his original employment with the Town.

4.4 An employee's seniority shall not be lost because of absence due to illness, authorized leave, workers' compensation or vacation, personal leave, military leave, layoff or suspension.

4.5 In the event of any reduction in the number of employees, layoff shall be by inverse order of hiring and recall shall be by seniority. Employees shall be placed on a recall list for a period of one (1) year from the date of an employee's layoff, during which time each employee shall be notified by certified mail at their last known address, of any opportunity of re-employment with the Town for any position of which an employee is qualified.

4.6 The Town shall prepare a list of regular employees showing their seniority and time of service with the Town and deliver the same to the Union at the signing of the Agreement. Seniority is the continuous service of the employee in the Town and computed in years, months, and days from the date of hire.

4.7 When new jobs are created, or a vacancy exists the Town shall post the position for one (1) week and each employee within a department who is interested will have the opportunity to apply for said opening providing he is qualified.

4.8 Employees will be given at least two (2) weeks notice before layoffs are made. The Union will be notified at the same time the employee is notified of layoff.

4.9 If an employee is involuntarily transferred from one seniority group to another, he shall retain in the second group the same date of seniority he held in the first group.

4.10 When a vacancy exists or a new position is created, employees will be considered on the basis of their skill, ability, and seniority. Where the qualifications are substantially equal, the employee with the greatest seniority will be given preference.

ARTICLE V - HOURS OF WORK

5.1 The regular working week for Highway, Parks and Sewer employees shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days per week, Monday to Friday inclusive, 7:00 a.m. - 3:30 p.m. with a one-half (1/2) hour unpaid lunch. The working hours for Custodian may consist of an eight (8) hour work day beginning between 7:00 a.m. and 3:30 p.m. and ending between 3:30 pm. and 12:00 a.m. with a one-half (1/2) hour unpaid meal break. The regular working week of the Transfer Station Operator shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days per week, Tuesday through Saturday inclusive, 7:00 a.m. - 3:30 pm. with a one-half (1/2) hour unpaid lunch. Any breaks as may be required by law or permitted by the Public Works Director, shall not extend greater than 15 minutes in length and shall include any travel time to and from the job site. The term "breaks" shall not include "rest periods" pursuant to section 5.13.

5.2 Employees shall receive time and one-half for all hours over eight (8) hours in any one (1) day, for over forty (40) hours in any one (1) week.

5.3 Employees shall receive double time (2x) for all work done on Sundays and time and one half (1.5x) on Saturdays if Saturday or Sunday are not scheduled in an employee's regular working week.

5.4 The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payments.

5.5 Regular full time employees shall have the first preference for all overtime work before part time or seasonal employees are used, within the unit and classification requiring the overtime.

5.6 Whenever overtime is required, overtime shall be divided as equally as efficient operations permit among the employees performing similar work in the group, said group to include maintainers, assistant foreman, and mechanic. Employees shall be required to meet reasonable overtime schedules unless they are unable to do so because of illness, injury, or prior appointment. An employee who refuses overtime will be dropped to the bottom of the call-in list. An employee called in before his normal position shall not lose his regular position on the recall list. A record of overtime worked will be maintained by the supervisor and be available for examination upon request.

5.7 An employee who is told to report to work prior to his regular starting time will be paid for hours worked at the rate of time-and-one-half (1.5x) up to the start of his regular starting time. If the employee is released prior to the beginning of his regular starting time, he shall receive no less that the equivalent of four (4) hours pay at time-and-one-half (1.5x) provided he reports to work within one (1) hour of the time he is called. For the purpose of computing overtime, all paid time shall be considered work time.

5.8 An employee who is called back to work at the end of his normal work day will be paid for the hours worked at the rate of time-and-one-half (1.5x) up to the beginning of his next scheduled work day. If the employee is released prior to the beginning of his next scheduled

work day he shall receive no less that the equivalent of four (4) hours pay at time-and-one-half (1.5x), providing he reports to work within sixty (60) minutes from the time he is called. If the employee arrives within thirty (30) minutes from the time he is called, he shall receive an additional one-half (0.5) hour of pay. For the purpose of computing overtime, all paid time shall be considered work time.

5.9 Employees of the Sewer or Park Department who are required to work the weekend or holiday shall be paid a minimum of two (2) hours at the applicable rate as hereinbefore provided for each day.

5.10 All members of the Highway Department, including Assistant Highway Foreman, Mechanic, Highway Maintainers, Park Foreman, and Park Maintainers, may be called back for highway snow removal operations. Employees shall perform all duties assigned to them including responsibilities apart from their normal work assignment.

5.11 In the event of snow removal or other emergency condition requiring the use of power equipment in addition to trucks, at least two (2) employees shall be called in to work. The Director of Public Works or, in his absence, the Chief Administrative Officer shall have the sole discretion to determine if two (2) employees are necessary.

5.12 Employees shall be granted reasonable time, up to one-half hour off with pay for eating or rest after working four (4) hours overtime in emergency conditions.

5.13 During winter emergencies, when employees are required to work for extended periods, such employees may be granted up to four (4) hours of rest period in which the employee shall receive pay equal to the amount they would have received if they had continued to work. The Town in its discretion shall schedule the rest time provided herein based on workload, maximum efficiency and the safety of employees and the public.

5.14 Any employee sent home after working long hours in storms or emergency conditions and who works into his next regular work day shall be paid for the balance of his regular work day.

5.15 Part time and seasonal employees may be used by the Town to supplement the work force as well as for other reasons. However, no part time or seasonal employee shall be employed to perform the primary functions of any member of the bargaining unit who is on layoff status.

5.16 Whenever an employee is required to use heavy power equipment such as chainsaws and wood chippers, there shall be at least one other employee present at the job site. This provision shall not apply when fire or police personnel are at the site.

ARTICLE VI - HOLIDAYS and VACATIONS

6.1 The following holidays shall be observed:

New Years Day
Martin Luther King's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

Employees scheduled to work on any of the above holidays shall be paid one-and-one-half times (1.5x) his regular rate of pay in addition to the holiday pay.

The Town and Union agree to reopen the contract if during the term of this agreement the Town or Union wants to propose substituting either Columbus Day or Washington's Birthday for the Day after Christmas.

6.2 Any holidays falling on Saturday will be observed on Friday; any holiday falling on Sunday will be observed on Monday.

6.3 If an employee is on vacation or sick leave when a holiday occurs, the day will be considered a holiday, not a vacation or sick leave day.

6.4 Vacation periods not exceeding two (2) weeks in duration may be selected by employees according to seniority consistent with the needs of the Town. Absent extenuating circumstances, each employee who intends to utilize vacation leave shall give his or her Department Head two working days prior notice. Two working days prior notice shall be considered satisfied if notice is given prior to 12:00PM on the second working day prior to the requested vacation leave. For example, in order to give two days notice for a Monday vacation day, the Department Head would have to be notified by 2:00pm on Thursday. Permission shall be obtained from the Chief Administrative Officer for vacation periods exceeding fifteen (15) consecutive working days.

6.5 Employees shall receive the following vacation periods, to be determined as of the employee's anniversary date of hire each year.

<u>Length of Service Completed</u>	<u>Number of Vacation Days</u>
6 Months to 1 Year	2 Days
Over 1 Year Less than 5 Years	10 Days
Over 5 Years Less than 10 Years	15 Days
Over 10 years Less than 20 Years	20 Days
20 Years or More	25 Days

6.6 Full vacations are expected to be taken each year. The maximum accumulated vacation time which an employee can carry over from anniversary date to anniversary date is twenty (20) days.

6.7 Vacation periods consisting of a minimum of five (5) working days shall be on a seniority basis. The minimum vacation leave which may be taken at any one time is two (2) hours.

6.8 If an employee dies while employed by the Town, or his employment is otherwise terminated, provided that the employee is in good standing, the Town shall pay the employee or his estate, as the case may be, his accumulated vacation days. Such sums shall include all days earned on a pro rata basis up to the day of separation.

6.9 When any time off with pay may be allowed other Canton Municipal employees as result of an unanticipated National holiday or National day of mourning, the employee shall either be given extra time off or shall receive additional pay in lieu of such time off.

- 6.10**
- (a) In addition to holidays and vacation herein provided, if an employee shall have a perfect attendance record during any three (3) consecutive months, he shall receive an extra day off.
 - (b) Absence for personal leave, vacation leave, and funeral leave will not mar perfect attendance. Absence for sick leave, or suspension or tardiness will mar perfect attendance.
 - (c) An employee who intends to take perfect attendance time must obtain the permission of his supervisor and shall provide said supervisor with two (2) working days notice. The permission of the supervisor shall not be unreasonably withheld.
 - (d) All perfect attendance days earned shall not accrue from year to year, and must be used within one (1) year from the date they are earned. All perfect attendance days accumulated as of December 31, 1995, must be utilized by July 1, 2009; there shall not be any payout for unused days. Furthermore, perfect attendance days will not be factored into severance under any circumstances.
 - (e) Effective July 1, 1999, newly hired employees shall be ineligible for this benefit.

ARTICLE VII - SICK LEAVE

7.1 Each employee shall earn fifteen (15) sick days each calendar year and said sick days may accumulate up to a maximum of one hundred fifty (150) days. Effective July 1, 1999, all newly hired employees shall earn twelve (12) sick days each calendar year up to a maximum of ninety (90) days. For purposes of severance pursuant to section 7.6 the maximum amount of accrued sick leave that can be considered as severance is 60 days.

7.2 Sick leave shall be granted for the employee's own illness and/or non-compensable bodily injury or disease. The Town may at its discretion require a doctor's certificate for sick leave after three (3) consecutive days or in event there is suspected abuse of sick leave.

7.3 Employees shall report sick as soon as possible but no later than one-half (1/2) hour prior to the start of their shift, except where sufficiently limiting circumstances exist.

7.4 Sick leave shall continue to accumulate during vacation time and sick leave, but shall not accumulate during suspension for cause.

7.5 Upon retirement, layoff, or resignation in good standing, Employees shall be paid for any unused accumulated sick leave on the following schedule: one-fifth (1/5) after completion of three (3) years of service; two-fifths (2/5) after completion of seven (7) years of service; and one-half (1/2) after completion of ten (10) years of service. In addition, the Employee shall receive accumulated vacation days. New employees hired on or after July 1, 2010 shall be ineligible for payment of accumulated sick leave under this section.

7.6 **Family & Medical Leave.** The Town shall provide to eligible employees, in accordance with the federal Family and Medical Leave Act of 1993 (FMLA) and companion state law, with up to twelve (12) weeks of unpaid family leave in any one (1) year period beginning on January 1st of each year.

ARTICLE VIII - PERSONAL LEAVE

8.1 Each employee shall be granted, with pay, three (3) personal days each fiscal year. Personal days are not cumulative. Except in an emergency, an employee's supervisor shall be notified two (2) working days in advance in order to obtain the permission of the supervisor for taking any personal days. Such permission shall not be unreasonably withheld by the supervisor. An "emergency" shall be defined as an urgent situation which the employee could not have reasonably anticipated. In an emergency, the employee shall notify the supervisor of his/her need to utilize personal leave as soon as practicable but no later than the start of his/her regular shift.

ARTICLE IX - FUNERAL LEAVE

9.1 In the event of the death of an employee's spouse or partner to a civil union in accordance with Conn. Gen. Stat. §46b-38aa et. seq., father, mother, father-in-law, mother-in-law, sister, brother, child, step-child, step-father, step-mother, step-brother, step-sister, grandparent, son-in-law, daughter-in-law or grandchild, an employee may have time off starting on the date of death and continuing to the date of funeral (not to exceed three days) without loss of regular pay, provided the employee attends the funeral of the deceased. Such days off shall not be charged to sick leave.

9.2 In the event of the death of an employee's brother-in-law or sister-in-law, an employee may have one (1) calendar day to attend the funeral without loss of regular pay. Such day off shall not be charged to sick leave.

ARTICLE X - MILITARY LEAVE

10.1 Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as it may be amended from time to time.

ARTICLE XI - UNION ACTIVITIES LEAVE

11.1 Up to three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

11.2 The Union President and Vice President shall be granted leave from duty with full pay for all meetings between the Town and the Union for purposes of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

11.3 One (1) employee designated by the Union shall be given five (5) days annual leave from duty with full pay to attend Union activities or training, the purpose of which is to improve employees. Such leave may be used in half-day increments.

ARTICLE XII - GRIEVANCE PROCEDURE

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

12.2 A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

- (a) Discharge, suspension or other disciplinary action.
- (b) Charge of favoritism or discrimination.
- (c) Matters relating to the interpretation and application of the articles and sections of this agreement.

12.3 Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this agreement.

(a) Step 1. Any employee who has a grievance shall reduce the grievance to writing and submit it within ten (10) working days from the date of the occurrence to the head of the department who shall use his best efforts to settle the dispute. The department head's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within ten (10) working days of receipt of the grievance.

(b) Step 2. If no agreement is reached with the decision rendered by the head of the department, the employee or his representative shall submit the grievance in writing within ten (10) working days to the Chief Administrative Officer. Within ten (10) working days after receiving such grievance, the Chief Administrative Officer shall render his decision in writing to the aggrieved employee and his representative.

(c) Step 3. If no agreement is reached with the decision rendered by the Chief Administrative Officer, the employee through his representative may submit the grievance to arbitration to the Connecticut State Board of Mediation & Arbitration ("Board") within ten (10) working days after receipt of the written decision of the Chief Administrative Officer or, if mediation services are used, within ten (10) working days after the conference with the mediator appointed by the Board, and the decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties.

(d) Mediation. The mediation services of the Board may be used after the second step above provided both parties mutually agree in writing. A request for mediation shall be filed with the Board by the employee or his representative within ten (10) working days after receipt of the written decision of the Chief Administrative Officer.

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

(f) Representation. The employee, the Union or the Town shall have the right, at his or its own expense, of choice of representation whenever representation is desired.

ARTICLE XIII - DISCIPLINARY HEARING

13.1 If at any time the Town elects to have a formal hearing and investigation pertaining to disciplinary action of any employee at which witnesses shall be called and questioned, the employee shall have a right to be represented by counsel of his choice, at that employee's expense and shall have the right to produce witnesses, who shall testify under oath. Each party will have the right to cross-examine all witnesses and parties and any party may have a public stenographer present at that party's expense. If formal charges are made against an employee, the employee shall be given a copy of such charges forty-eight (48) hours prior to the hearing. An employee whose actions is the subject of the hearing shall be given notice of the hearing at least seven (7) days prior to the hearing.

ARTICLE XIV - INSURANCE

14.1 The Town of Canton shall provide a program of health insurance as specified in Sections 14.2 or 14.3 for employees and their enrolled dependents. Effective on July 1, 2010, employees shall pay sixteen percent (16%) of the fully-insured equivalent premium for coverage provided in Section 14.2 or 14.3. Effective July 1, 2011, employees shall pay seventeen (17%) percent of the fully-insured equivalent premium for coverage provided in Sections 14.2 or 14.3. Effective July 1, 2012, employees shall pay eighteen percent (18%) of the total premium for coverage in Section 14.2 or 14.3. Long-term disability as specified in Section 14.4 and life and accidental death and dismemberment insurance as specified in Section 14.5 will be provided by the Town at no cost to the employee.

14.2

Upon ratification, the Anthem BlueCross/Blue Shield of Connecticut Blue Care Century Preferred Plan shall be modified and offered as follows:

Routine Office Visits	\$15.00
Specialist Visit	\$15.00
Preventative Care Visit	\$0.00
Inpatient Services	\$100.00
Outpatient Services	\$50.00
Emergency Room	\$50.00
Urgent Care	\$50.00
PT/OT/Speech/Chiro	\$0.00
Deductible	\$300/600/900
Co-Insurance	\$1000/2000/3000
OOP Max	\$1300/2600/3900
Rx Copay	\$10/20/35 3-

	Tier
Mail Order	2x Retail
Max	\$2,000.00
Retail Day Supply	30 days
Mail Day Supply	90 days
MD DAW Allowed	Yes (requires prior auth)
Member DAW Allowed	No
Quantity/Duration Limits	Yes
Cross Brand Exclusion	Yes
Prior Auth	Yes
Step Therapy	Yes

14.3 High Deductible Health Plan (“HDHP”) with Health Savings Account (“HSA”).

- (a) This option may be offered by the Town with a \$1,500 deductible for individual coverage and \$3,000 deductible for 2-person and family coverage. There shall be 100% in-network coinsurance after the deductible and 80% out of network coinsurance after the deductible with an out of network maximum of \$3,000 for individual coverage and \$6,000 for 2-person and family coverage. In-network preventative care shall be covered at 100% and shall not be subject to the deductible. Out of network preventative care shall be subject to the deductible and coinsurance.
- (b) For employees who select this option, the Town will deposit fifty percent (50%) of the applicable deductible (“Employer Contribution”) into a Health Savings Account (“HSA”) established by the Town for the purpose of implementing this insurance coverage option. The Town will fund 1/12th of the Employer Contribution on a monthly basis for every month the active employee is enrolled in the High Deductible Health Plan (“HDHP”). It is understood that the Town shall have no obligation to fund any portion of the HSA deductible for the High Deductible Health Plan for any individual on or after their separation from employment.
- (c) Prescription drug benefits shall be treated as any other medical expense subject to the deductible and coinsurance (if applicable). Employees shall receive a 30 day supply of a prescription filled at a retail pharmacy and a 90 day supply of a prescription filled by mail order. The prescription plan shall require prior authorization for physician dispense as written.
- (d) Full Service Dental Plan, with "Rider A" or its equivalent for employees and their enrolled dependents.

14.4 Group long-term disability plan, including sixty percent (60%) of an employee's basic monthly salary not to exceed three thousand dollars (\$3,000), effective one hundred-twenty (120) days after disability for a period of two (2) years.

14.5 Life insurance equal to one and one-half (1 1/2) times the employee's basic annual salary rounded to the nearest thousand dollars and accidental death and dismemberment insurance of five thousand (\$5,000) dollars.

14.6 Full Service Dental Plan, with 'Rider A' or its equivalent for employees and their enrolled dependents.

14.7 The Town, with the concurrence of the Union, shall have the ability to self-insure or to obtain coverage provided by another carrier(s), provided substantially the same coverages and benefits are provided.

ARTICLE XV – PENSION

15.1 The memorandum of agreement between the Town and the Union dated February 21, 2001 amending the Town's defined benefit retirement plan for full-time employees is incorporated into and made part of this Agreement. The plan was amended to include the following changes:

- (a) The effective date of any changes to the Retirement Plan will be as of July 1, 2001.
- (b) The Town shall provide the Union with a copy of the biennial actuarial valuation report upon receipt from the actuary.
- (c) Each participant shall receive annually a copy of their individual status in the plan stating their current vested status and projected benefits at normal retirement.
- (d) The definition of normal retirement benefit shall be 2% of final average compensation multiplied by the number of years of credited service.
- (e) Define "final average compensation" as the member's highest IRS W-2 reported wages which are subject to withholding for Federal Income Tax purposes for three (3) calendar years out of the ten (10) years preceding his Normal Retirement Date.
- (f) Effective July 1, 2010, members shall contribute four percent (4.5%) of their gross salary, effective July 1, 2011, members shall contribute 6% of their gross salary and effective July 1, 2012, members shall contribute 7% of their gross salaries.

- (g) The Town and the Union agree that this pension document shall remain in full force and effect, and shall not be subject to further negotiations until December 31, 2008.

15.2 The memorandum of agreement between the Town and the Union dated February 21, 2001 providing for the establishment of a defined contribution retirement plan for all employees hired after July 1, 2001 and the option for current defined benefit plan participants to withdraw from that plan and join the defined contribution plan is incorporated into and made part of this Agreement. The Town shall contribute six percent (6%) and the employee shall contribute six percent (6%) of the employee's wages. The employee shall allocate the contributions among investment options chosen by the Plan Administrator.

15.3 The Town will permit and will allow payroll deductions for the employees who choose to maintain a deferred compensation plan (IRC Sec. 457 plan).

ARTICLE XVI - RATES OF PAY

16.1 The salaries and wages shall be shown on the pay schedules attached to this Agreement.

- (a) Effective July 1, 2010, there shall be a three and one quarter percent (1.9%) general wage increase.
- (b) Effective July 1, 2011, there shall be a three and one quarter percent (2.25%) general wage increase.
- (c) Effective July 1, 2009, there shall be a three percent (2.5%) general wage increase.

16.2 Each employee shall receive an annual stipend of \$325 during the term of this agreement. The stipend shall be paid as part of the first full pay period in March. In order to receive such payment the employee must have been employed on the first day in January on the year in which the stipend is awarded and been employed through the end of February of the same year.

16.3 When an employee has performed sufficient work in a classification he is in, to establish that he is qualified to perform the work in the higher classification, he shall thereafter be paid on the basis of the higher classification for work performed in that classification. No employee shall move to a higher classification unless the Director of Public Works determines the employee has satisfied the requirements of the higher classification. Such requirements shall be specified in writing and agreed to by the Town and Union. Any employee who is eligible for a higher classification and has been employed in the same classification for a period of 30 months or greater shall have their current employment status reviewed by the Chief Administrative Officer. Upon review, the Chief Administrative Officer must give written reasons to such employee if the employee is not granted the higher classification.

16.4 The Town agrees that any member advanced to a higher level shall be paid that next highest rate of pay in the advanced level.

16.5 Employees who are regularly scheduled to work a minimum of forty (40) hours per week shall, in addition to their regular pay, receive a longevity payment of \$250 annually after they have completed ten (10) years of service with the Town, \$300 annually after they have completed fifteen (15) years of service with the Town, \$350 annually after they have completed twenty (20) years of service with the Town, and \$400 annually after they have completed twenty-five (25) years of service with the Town. Longevity payments shall be paid to the employees in a lump sum by a separate payroll check. Effective July 1, 1999, newly hired employees shall be ineligible for this benefit.

16.6 The Town shall have the right to implement a bi-weekly payroll. The Town shall give the Union and employees at least 60 days notice of the change from weekly to bi-weekly pay.

ARTICLE XVII - WORKING RULES AND DIRECTIVES

17.1 All copies of written working rules and written directives of the Town affecting the working conditions of the employee shall be provided to the Union by the Town, upon request of the President of the Union, at reasonable times. The Town will also provide the Union President with a copy of any new or changed policies upon implementation.

ARTICLE XVIII - PROTECTIVE CLOTHING

18.1 The Town shall provide ten (10) sets of uniforms, including five (5) t-shirts and two (2) sweatshirts, at no cost to the employee and provide for up to two (2) pairs of safety shoes or boots annually. The maximum annual cost for shoes or boots shall be \$150.00. In addition, the Town shall provide each employee with one (1) winter coat and one (1) three-season coat with reflectors to be replaced as needed at the discretion of the Director of Public Works, but no more frequently than once every two (2) years unless the advance approval of the Chief Administrative Officer is obtained. The Union through its President may indicate a preference for a certain type or style of coat, however, it is understood that the final decision as to the style and choice of the coats to be provided will be made in the sole discretion of the Town; such decision shall not be arbitrable. Uniforms, including t-shirts, sweatshirts and coats but excluding shoes or boots, will be turned in when leaving Town employment. The Town shall supply protective clothes, as necessary. This shall consist of helmets, rain gear and boots.

ARTICLE XIX - HEALTH AND SAFETY

19.1 The Town and the Union shall cooperate fully in all matters of safety, health and sanitation affecting the employees.

19.2 If an operator of mechanical equipment feels that the equipment is unsafe to operate he may not be required to operate the equipment until inspected by the garage mechanic or supervisor on duty at the time. After certification by the said mechanic or supervisor, the said employee shall then commence operation of the said piece of equipment.

19.3 Clothing or eyeglasses that are damaged under unusual circumstances while the employee is in the course of performing his responsibilities shall be replaced by the Town to the extent that such damage is due in no part to the employee's negligence. The maximum that shall be paid to an employee for damage to clothing or eyeglasses under this section shall be \$200.00 unless such clothing or eyeglasses exceed \$200.00 in value based solely on medical necessity (for example prescriptive eye glasses).

ARTICLE XX - STABILITY OF AGREEMENT

20.1 No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

ARTICLE XXI - WORKERS' COMPENSATION

21.1 If an employee is absent from work due to sickness or injury incurred in the line of duty, he/she shall be compensated in accordance with the Workers' Compensation Act. In addition, such employee shall receive the difference between any workers' compensation payments and his/her regular straight time earnings for the period not to exceed twelve (12) months. Thereafter, an employee who is absent from work due to a compensable illness or injury for longer than twelve (12) months shall be entitled to utilize his/her accumulated sick leave to make up the difference between any workers' compensation payments and his/her straight time earnings.

ARTICLE XXII - GENERAL

22.1 The Town shall, as soon as practical, notify the Union in writing of any discharge or dismissal, and the reason or reasons for such action.

22.2 The Town agrees that it will not sub-contract for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of the work to be done makes it practical to do so.

22.3 Each employee shall have the right to see his personnel file upon request made to the Chief Administrative Officer.

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

22.5 The Town shall give each employee a copy of this Agreement.

22.6 The Town shall provide flu shots to employees at no cost to the employee.

ARTICLE XXIII - PRIOR RIGHTS

23.1 The Town agrees to maintain for the life of this Agreement any and all benefits currently enjoyed by the employees and which are not expressly referred to in the Agreement.

ARTICLE XXIV - DURATION OF AGREEMENT

24.1 The effective date of this Agreement shall be July 1, 2010, and it shall remain in effect for three (3) years. This Agreement shall remain in effect after July 1, 2013, during negotiations until an Agreement is reached and signed to amend or modify this Agreement. Upon agreement, all items agreed upon, except where noted otherwise, shall be retroactive.

24.2 Any negotiated wage agreement or modification of this Agreement shall be reduced to writing and upon ratification by both parties, shall become a part thereof.

24.3 In the event that any Federal or State legislation or court decision invalidates any Article or section of this Agreement, such Article or section shall be subject to renegotiations; all other Articles and sections not so invalidated shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto have set their hands and seal this _____ day of November, 2010.

TOWN OF CANTON, CONNECTICUT

**NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES,
LOCAL RI-198**

Richard Barlow, First Selectman

Richard D. Lassen
President, NAGE Local R1-198

**DRAFT TENTATIVE AGREEMENT
SUBJECT TO REVIEW AND RATIFICATION BY TOWN AND UNION**

**APPENDIX "A"
MAINTENANCE GROUP
WAGE SCHEDULE – JULY 1, 2010**

			ENTRANCE	SIX MONTHS (if promoted)	ONE YEAR	TWO YEARS
LEVEL 1:	CUSTODIAN I	HOURLY	\$17.46		\$18.12	\$18.81
	MAINTAINER I	WEEKLY	\$698.40		\$724.80	\$752.40
	PLANT OPERATOR I	YEARLY	\$36,316.80		\$37,689.60	\$39,124.80
LEVEL 2:	MAINTAINER/EQUIPMENT OPERATOR II CUSTODIAN II	HOURLY	\$18.81		\$19.51	\$20.32
		WEEKLY	\$752.40		\$780.40	\$812.80
		YEARLY	\$39,124.80		\$40,580.80	\$42,265.50
LEVEL 3:	MAINTAINER/CUSTODIAN PLANT OPERATOR II	HOURLY	\$20.32		\$21.03	\$21.85
		WEEKLY	\$812.80		\$841.20	\$874.00
		YEARLY	\$42,265.50		\$43,742.40	\$45,440.00
LEVEL 4:	MAINTAINER/EQUIPMENT OPERATOR III TRANSFER STATION/DISPOSAL AREA OPERATOR MAINTENANCE SUPERVISOR	HOURLY	\$21.85		\$22.72	\$23.65
		WEEKLY	\$874.00		\$908.80	\$946.00
		YEARLY	\$45,440.00		\$47,257.60	\$49,192.00
LEVEL 5:	MECHANIC PARKS SUPERVISOR PLANT OPERATOR III	HOURLY	\$23.65	\$24.13	\$24.55	\$25.55
		WEEKLY	\$946.00	\$965.20	\$982.00	\$1,022.00
		YEARLY	\$49,192.00	\$50,190.40	\$51,064.00	\$53,144.00
LEVEL 6:	FOREMAN	HOURLY	\$25.55	\$26.04	\$26.48	\$27.57
		WEEKLY	\$1,022.00	\$1,041.60	\$1,059.20	\$1,102.80
		YEARLY	\$53,144.00	\$54,163.20	\$55,078.40	\$57,345.60

**DRAFT TENTATIVE AGREEMENT
SUBJECT TO REVIEW AND RATIFICATION BY TOWN AND UNION**

**APPENDIX "A"
MAINTENANCE GROUP
WAGE SCHEDULE – JULY 1, 2011**

			ENTRANCE	SIX MONTHS (if promoted)	ONE YEAR	TWO YEARS
LEVEL I:	CUSTODIAN I	HOURLY	\$17.85		\$18.53	\$19.23
	MAINTAINER I	WEEKLY	\$714.00		\$741.20	\$769.20
	PLANT OPERATOR I	YEARLY	\$37,128.00		\$38,542.40	\$39,998.40
LEVEL 2:	MAINTAINER/EQUIPMENT OPERATOR II CUSTODIAN II	HOURLY	\$19.23		\$19.95	\$20.78
		WEEKLY	\$769.20		\$798.00	\$831.20
		YEARLY	\$39,998.40		\$41,496.00	\$43,222.40
LEVEL 3:	MAINTAINER/CUSTODIAN PLANT OPERATOR II	HOURLY	\$20.78		\$21.50	\$22.34
		WEEKLY	\$831.20		\$860.00	\$893.60
		YEARLY	\$43,222.40		\$44,720.00	\$46,467.20
LEVEL 4:	MAINTAINER/EQUIPMENT OPERATOR III TRANSFER STATION/DISPOSAL AREA OPERATOR MAINTENANCE SUPERVISOR	HOURLY	\$22.34		\$23.23	\$24.18
		WEEKLY	\$893.60		\$929.20	\$967.20
		YEARLY	\$46,467.20		\$48,318.40	\$50,294.40
LEVEL 5:	MECHANIC PARKS SUPERVISOR PLANT OPERATOR III	HOURLY	\$24.18	\$24.67	\$25.10	\$26.12
		WEEKLY	\$967.20	\$986.80	\$1,004.00	\$1,044.80
		YEARLY	\$50,294.40	\$51,313.60	\$52,208.00	\$54,329.60
LEVEL 6:	FOREMAN	HOURLY	\$26.12	\$26.63	\$27.08	\$28.19
		WEEKLY	\$1,044.80	\$1,065.20	\$1,083.20	\$1,127.60
		YEARLY	\$54,329.60	\$55,390.40	\$56,326.40	\$58,635.20

**DRAFT TENTATIVE AGREEMENT
SUBJECT TO REVIEW AND RATIFICATION BY TOWN AND UNION**

**APPENDIX "A"
MAINTENANCE GROUP
WAGE SCHEDULE – JULY 1, 2012**

			ENTRANCE	SIX MONTHS (if promoted)	ONE YEAR	TWO YEARS
LEVEL 1:	CUSTODIAN I	HOURLY	\$18.30		\$18.99	\$19.71
	MAINTAINER I	WEEKLY	\$732.00		\$759.60	\$788.40
	PLANT OPERATOR I	YEARLY	\$38,064.00		\$39,499.20	\$40,996.80
LEVEL 2:	MAINTAINER/EQUIPMENT OPERATOR II CUSTODIAN II	HOURLY	\$19.71		\$20.45	\$21.30
		WEEKLY	\$788.40		\$818.00	\$852.00
		YEARLY	\$40,996.80		\$42,536.00	\$44,304.00
LEVEL 3:	MAINTAINER/CUSTODIAN PLANT OPERATOR II	HOURLY	\$21.30		\$22.04	\$22.90
		WEEKLY	\$852.00		\$881.60	\$916.00
		YEARLY	\$44,304.00		\$45,843.20	\$47,632.00
LEVEL 4:	MAINTAINER/EQUIPMENT OPERATOR III TRANSFER STATION/DISPOSAL AREA OPERATOR MAINTENANCE SUPERVISOR	HOURLY	\$22.90		\$23.81	\$24.78
		WEEKLY	\$916.00		\$952.40	\$991.20
		YEARLY	\$47,632.00		\$49,524.80	\$51,542.40
LEVEL 5:	MECHANIC PARKS SUPERVISOR PLANT OPERATOR III	HOURLY	\$24.78	\$25.29	\$25.73	\$26.77
		WEEKLY	\$991.20	\$1,011.60	\$1,029.20	\$1,070.80
		YEARLY	\$51,542.40	\$52,603.20	\$53,518.40	\$55,681.60
LEVEL 6:	FOREMAN	HOURLY	\$26.77	\$27.30	\$27.76	\$28.89
		WEEKLY	\$1,070.80	\$1,092.00	\$1,110.40	\$1,155.60
		YEARLY	\$55,681.60	\$56,784.00	\$57,740.80	\$60,091.20