

AGREEMENT

BETWEEN

THE TOWN OF GROTON

-AND-

**UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL UNION,
AFL-CIO, CLC on behalf of its Local 9411**

JULY 1, 2022 – JUNE 30, 2025

-AND-

**PENSION AGREEMENT
JULY 1, 2005 – JULY 1, 2013**

Table of Contents

WITNESSETH:.....	2
ARTICLE 1-RECOGNITION	2
ARTICLE 2-TEMPORARY AND SEASONAL EMPLOYEES	3
ARTICLE 3-COMMITTEES	3
ARTICLE 4-BULLETIN BOARDS	4
ARTICLE 5-UNION ACTIVITIES	4
ARTICLE 6-DISCRIMINATION	4
ARTICLE 7-STRIKES AND LOCKOUTS	5
ARTICLE 8-GRIEVANCE PROCEDURE	5
ARTICLE 9-HOURS OF EMPLOYMENT AND OVERTIME RATE	8
ARTICLE 10-EXTREMES OF WEATHER	14
ARTICLE 11-HOLIDAYS	15
ARTICLE 12-ANNUAL LEAVE	16
ARTICLE 13-SICK LEAVE	18
ARTICLE 14-EXCUSED ABSENCES WITH COMPENSATION	20
ARTICLE 15-WAGES AND CLASSIFICATIONS	26
ARTICLE 16-SENIORITY	30
ARTICLE 17-LONG AND FAITHFUL SERVICE	32
ARTICLE 18-SEPARATION FROM SERVICE	32
ARTICLE 19-SAFETY	32
ARTICLE 20-GOVERNMENTAL REGULATIONS	34
ARTICLE 21-STABILITY OF AGREEMENT	34
ARTICLE 22-GROUP INSURANCE AND RETIREMENT	36
ARTICLE 23-MAINTENANCE OF PRIVILEGES	40
ARTICLE 24-MISCELLANEOUS	40
ARTICLE 25-DURATION	43
SIGNATURE PAGE	44
ATTACHMENT A-EXPERIENCE REQUIREMENTS	45
ATTACHMENT B-JOB CLASSIFICATIONS AND EQUIPMENT OPERATIONS	49
ATTACHMENT C-CMT II	85
ATTACHMENT D-PENSION AGREEMENT	86
ATTACHMENT E-PAY PLAN EFFECTIVE 7/1/2022	87
ATTACHMENT F-PAY PLAN EFFECTIVE 7/1/2023	88
ATTACHMENT G-PAY PLAN EFFECTIVE 7/1/2024	89

Entered into by and between the TOWN OF GROTON, hereinafter referred to as the Town, and the United Steel, Paper and Forestry, Rubber, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, on behalf of its Local Union 9411, hereinafter referred to as the Union.

WITNESSETH:

WHEREAS, the parties to this Agreement desire to establish and maintain a state of mutual understanding and cooperation, create harmonious relations between the employer and employees and to abide by this Agreement in the settlement of any and all disputes that may arise between them concerning the subject matter of this Agreement, and to set forth herein the basic agreement covering rates of pay, hours of work, classifications of jobs and other conditions of employment to be observed between the parties in the employment of persons in the following divisions of the Public Works Department: Roads and Streets, Transfer Station, Equipment Maintenance, Public Buildings and Water Pollution Control and the Parks and Golf Course Divisions of the Department of Parks and Recreation.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties hereto mutually covenant and agree as follows:

ARTICLE 1-RECOGNITION

- 1.1 The Town recognizes the United Steel, Paper and Forestry, Rubber, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, on behalf of its Local Union, as the sole collective bargaining representative in respect to rates of pay, wages, hours of employment or other conditions of employment for all hourly rated employees in the following divisions of the Public Works Department: Roads and Streets, Transfer Station, Equipment Maintenance, Public Buildings and Water Pollution Control and Department of Parks and Recreation Golf Course and Parks Divisions, excepting executive salaried, clerical, elected officials, foremen, supervisors, department heads and temporary, part-time, seasonal and agrees not to recognize, deal with or negotiate with any other labor union, organization or committee in connection with the terms of conditions of employment herein defined.
- 1.2 The Town will notify the Union immediately when a new employee in a position covered by this Agreement is hired and will afford one (1) Union representative an opportunity to meet with the new employee on one (1) occasion for up to one (1) hour during his/her first week of employment.
- 1.3 The Town will deduct Union dues and initiation fees once each bi-weekly from the wages of each employee who consents in writing thereto. The employer will turn over monies so

collected by check and a complete list of employees to the Treasurer of the Union or to such other duly authorized officer of the Union as may be designated in writing by the Union.

- 1.4 The Town where voluntarily authorized and directed by an employee in writing upon an authorization form approved by the Town, will deduct from the wages of such employee the membership dues of the Union as determined by the International Treasurer during an appropriate reference period and shall continue in the same amount until the wage level of the employee is changed. The initiation fee for new employees will not exceed twenty-five dollars (\$25.00).

If no pay is due an employee on the regular deduction date, the deduction shall be made from the following pay. An employee who has worked at least five (5) days in the current month and who quits or is discharged for cause shall have the current bi-weekly dues deducted from his final pay.

The Union will indemnify, defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, or other form of liability that may arise out of or by reason of any action or inaction taken by the Employer at the request of the Union to comply with this Article, including reasonable attorney's fees and costs.

ARTICLE 2-TEMPORARY AND SEASONAL EMPLOYEES

- 2.1 Any temporary employee who may be needed from time to time to supplement the regular work force shall be limited to a total of five (5) months within a calendar year.
- 2.2 Seasonal employees, those employees requiring the observance of normal working hours, but who only work during certain months or seasons of the year, shall be limited to a total of four (4) months' employment in a calendar year. However, during the period from March through October the length of employment may be increased to six (6) months.

ARTICLE 3-COMMITTEES

- 3.1 The Town recognizes and will deal with local Union Officers and Stewards in all matters relating to grievances, interpretation of the Agreement or in any other matters which affect or may affect the relationship between the Town and the Union.
- 3.2 A list of Local Union Officers, Stewards and Committee Members shall be forwarded to the Town immediately after designation, and the Union shall notify the Town of any changes.
- 3.3 The Town shall provide the Union annually on July 1st a list of bargaining unit members, their seniority date classification, increment date and current step. The Union shall also be

notified of any increase or changes in rates of pay to employees other than normal step increases.

ARTICLE 4-BULLETIN BOARDS

- 4.1 The Town does hereby agree that the Union may erect and maintain bulletin boards, the size, appearance and location of which shall be satisfactory to the Town and Union for the sole purpose of posting notices of Union meetings, Union elections, and results thereof, appointments to Union offices, changes in Union bylaws, and social and recreational affairs. Notices posted shall be dated and authorized by the Union and shall not be derogatory, defamatory, or scurrilous in character. The Town reserves the right to remove notices which violate this provision. The Town shall be furnished in advance with a copy of the notice to be posted.
- 4.2 The Town's bulletin board shall be used by Supervisors to post general orders and instructions.

ARTICLE 5-UNION ACTIVITIES

- 5.1 The Union agrees that no Union activities except as provided for in this Agreement shall take place on the Employer's property or during any working hours.
- 5.2 The Town recognizes the International Representative of the U.S.W. Local Union 9411 for purposes of processing grievances, negotiating renewals of this Agreement and investigating working conditions. He shall be permitted to enter upon the Town's property and job sites provided he shall first notify the appropriate Department Head and abides by all rules and requirements regulating the presence of visitors.
- 5.3 The Town will make a reasonable effort to schedule meetings when the employee has the right to union representation during the normal working hours for the employee and the Union representative or representatives, if warranted. However, nothing herein shall require the payment of overtime if the meetings continue beyond normal work hours.

ARTICLE 6-DISCRIMINATION

- 6.1 The Town agrees that there shall be no discrimination against any officer, committeemen or member of the Union for his Union activity, nor will it discourage or attempt to discourage membership in the Union.
- 6.2 No person in the service of the Town covered by this contract or seeking admission thereto shall be favored or discriminated against in any way because of race, color, religion, sex, age, national origin or political affiliations. No person shall willfully or corruptly make or

cause to be made any false statement, certificate, promotion, demotion, removal or appointment held or made under the provisions of the Town Charter or in any manner commit or attempt to commit any fraud preventing the impartial execution of the Charter provisions. No person shall, either directly or indirectly solicit, pay, render, receive or give any money, service or other valuable thing to any person for, or on account of, or in connection with any test, appointment, promotion, demotion, layoff or dismissal. No officer or employee covered by this contract shall continue in such position after becoming a candidate for election to any public office in the Town of Groton or any political subdivision thereof.

ARTICLE 7-STRIKES AND LOCKOUTS

- 7.1 During the term of this Agreement there shall be no lockouts on the part of the Town and no strikes, slow-downs or stoppages of work on the part of the employees, and the Union agrees that neither it or any international or local officers or representatives will call, instigate, authorize or ratify any strike, slow-down or stoppage of work.
- 7.2 Employees will undertake to carry out properly any work assignment given to them. In the event any grievance arises over the propriety of the assignment of the work, or from any other cause, the work will be performed by the employee without interruption and the employee shall have the right to have the grievance disposed of in accordance with the grievance procedure established herein.

ARTICLE 8-GRIEVANCE PROCEDURE

- 8.1 For the purpose of this Agreement, the word "Grievance" means any dispute or complaint between the Town and the Union, individual employees or groups of employees concerning the effect, interpretation, application, claim, breach or violation of this Agreement with regard to work within classification, wages, hours or other conditions of employment.
- 8.2 The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible and as quickly as possible to insure efficiency and employee morale. It shall be the objective of all parties to come to a quick and amiable solution in accordance with the procedure contained herein.

Employees shall have the right to Union representation at any stage of this procedure and at the time disciplinary action including a recorded oral reprimand is issued. Grievances shall begin at the step above that of the decision-maker and shall be filed within fifteen (15) working days after the employee or the union becomes aware of the event giving rise to the grievance.

If the Director of Human Resources is the decision-maker, he/she may still hear the grievance at Step 3, or if the Union objects, it shall be heard by the Town Manager at Step 3.

STEP 1. Any employee or steward acting on behalf of any employee or employees having a grievance shall first take the matter up with their immediate supervisor; i.e., the person they report to within fifteen (15) working days after the employee became aware of the event giving rise to the grievance. The immediate supervisor shall investigate and then review the matter with the Assistant Director or Facilities Management Supervisor or designee, as appropriate, and give an answer to the employee by the end of the fifth working day following presentation of the dispute.

STEP 2. If not resolved at Step 1, a steward or Union Officer acting on behalf of the employee or employees may submit a written grievance to the Department Head within five (5) working days from receipt of the Supervisor's response. Grievances shall be numbered and dated; specify the nature of the dispute or complaint; the section of the Agreement or practice violated by the Town and the remedy sought by the Union. Within five (5) working days from the date the grievance is received, the Department Head or designee shall hold a meeting with the employee, steward and/or unit officer and the immediate supervisor who investigated the grievance at Step 1 to review and discuss the grievance. The Department Head or designee shall give a written reply by the end of the fifth working day following the date of the meeting. The giving of such reply shall terminate Step 2.

Either party may request that witnesses or other employees having particular knowledge of the issues or circumstances surrounding the particular grievance be allowed to present information at the meeting. Such permission shall not be unreasonably withheld. However, their participation and attendance shall be limited to the presentation of relevant information and they shall not serve as a representative of the grievant.

STEP 3. If the grievance is not settled in Step 2, the Union may present the grievance to the Director of Human Resources or his designee within five (5) working days after the termination of Step 2. A meeting will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting shall take place within twenty (20) working days after the grievance is received by the Director of Human Resources or his designee, unless the parties mutually agree to extend the time.

The International Staff Representative or other representative of the International Union shall be present at such meeting, unless waived by the mutual agreement of the International Staff Representative and the Director of Human Resources. Attendance by the Union Representatives is limited to the grievant, the steward, the Unit chair and a recording secretary. Witnesses shall be made available as needed. A

decision shall be rendered by the Director of Human Resources or his designee within five (5) working days after such meeting and the rendering of such decision shall terminate Step 3. A written copy of the decision will be mailed or presented to the International Staff Representative and the Unit chair.

STEP 4. In the event the grievance is not settled at Step 3 in a manner satisfactory to both the Union and the Town, then either party has the right and authority to submit such grievance or dispute to mediation by the Connecticut State Board of Mediation and Arbitration within thirty (30) calendar days from the receipt of the decision of the Director of Human Resources.

STEP 5. If the dispute is not resolved at mediation, the dispute may within thirty (30) calendar days from the conclusion of mediation be submitted by the Union to arbitration in the manner hereinafter provided.

Generally, arbitration proceedings shall be expedited before the American Arbitration Association with the hearing held in the Town of Groton. Upon objection by either party, the arbitration shall be held pursuant to the voluntary rules of the American Arbitration Association or, by mutual agreement, the State Board of Mediation and Arbitration.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Town. The decision of the arbitrator(s) shall be final and binding on the aggrieved employee(s), the Union, and the Town and shall have the same force and effect as a judgment at law. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The cost of arbitration shall be divided equally between the parties.

- 8.3 In further consideration of the mutual promises contained herein, the parties expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other until the dispute, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and said party after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstance giving rise to such dispute, claim, grievance or complaint.
- 8.4 The parties recognize that the primary responsibility for the investigation of complaints and working conditions rests with the division steward. The Town recognizes that certain issues may require the involvement of a unit officer. In turn, the Union recognizes that if this privilege is abused, work may be unnecessarily disrupted and shall to the extent possible limit the involvement of unit officers in the investigation of complaints and working conditions.

Stewards and officers, before absenting themselves from work to investigate complaints and working conditions, shall request permission from their supervisor which permission shall not be unreasonably withheld. The supervisor shall be promptly notified upon return to work. Stewards shall during working hours be limited to the investigation of complaints within their own division. However, a steward or union officer from another division may with the permission of the Town handle complaints from another division, if the steward from the other division is absent from work for an extended period of time.

- 8.5 Employees participating in the settlement of grievances during their regular working hours shall be paid at their normal rate of pay by the employer except in the arbitration step of the procedure.

ARTICLE 9-HOURS OF EMPLOYMENT AND OVERTIME RATE

- 9.1 It is mutually understood and agreed that the normal maximum work day shall be eight (8) hours, commencing at 7:00 a.m. and terminating at 3:30 p.m. prevailing times. The normal work week shall be five (5) consecutive days, Monday through Friday, inclusive, except as specified below.

Except as is modified during and in accordance with the below described working lunch trial period, on a project-by-project basis, the steward and the supervisor shall have the option to agree to an on-site working lunch in lieu of the scheduled 1/2 hour unpaid lunch, in which event the work day shall conclude 1/2 hour earlier.

Notwithstanding the hours of work set forth in this Section 9.1, the parties agree that upon ratification of the Agreement, and continuing until there is agreement on a successor to this Agreement (except as provided below), a trial period shall be implemented for all employees, with the exception of those employees working at the transfer station, for an on-site working lunch in lieu of the scheduled one-half (1/2) hour unpaid lunch, in which event the work day shall conclude 1/2 hour earlier. A "working lunch" shall mean the employee is able to take a brief interruptible break at the time/hour as operations permit, and during which the operations continue or are suspended for a *de minimis* interruption (e.g., employee takes approximately 10 minutes to eat the lunch the employee has brought with them).

If, in the Town's discretion, the Town determines that the working lunch trial period should be discontinued or should not be implemented on a permanent basis, the Town will provide at least thirty (30) days advance notice to the Union and employees before such discontinuation. The Town shall provide its reason(s) for such determination in writing to the Union and agrees to meet with the Union to discuss the basis for the discontinuation of the trial period or decision not to implement on a permanent basis, however such discussion

and/or meeting shall not restrict the Town's ability to implement the discontinuation upon the conclusion of the notice period.

Roads and Streets

Sweeper Operator. One (1) Equipment Operator assigned to sweeper may be scheduled weekly to work 6:00 a.m. to 2:30 p.m. on a voluntary basis.

Transfer Station

Tuesday through Saturday 8:00 a.m. to 4:30 p.m.

Water Pollution Control Facility

Normal Shift

7:00 a.m. to 3:30 p.m. – Monday through Friday

Public Buildings

1st shift Monday through Friday 7:00 a.m. to 3:30 p.m.

2nd shift Monday through Thursday 3:00 p.m. to 11:30 p.m. (1/2 hour lunch)

Friday 11:30 a.m. to 8:00 p.m. (1/2 hour lunch)

Rotating shift Saturday 7:00 a.m. to 11:00 a.m.

Normal Work Week - Golf Course and Parks Division

The normal work week shall be forty (40) hours per week, except as noted below, with the normal workday not to exceed eight (8) hours per day. The scheduling of work may vary according to the needs of the Golf Course and Parks Division operations and according to the hour at which it is necessary to start the workday.

- 9.1.A. For prearranged overtime for employees at the Golf Course: if (a) the Superintendent or designee does not notify the employee that the prearranged overtime is canceled at least one (1) hour before the start of the prearranged overtime, and (b) the employee reports to work for prearranged overtime and less than three (3) hours of work is available, then the employee shall receive a minimum of three (3) hours of pay.
- 9.2 It is mutually understood and agreed that time and one-half (1 1/2) will be paid for all hours worked in excess of forty (40) hours per week or eight (8) hours in any one (1) day with unpaid sick leave not counted as hours worked.
- 9.3 It is mutually understood and agreed that time and one-half (1 1/2) will be paid for any and all hours worked on Saturday and double time will be paid for any and all hours worked on Sunday except when Saturday and Sunday are part of the normal work schedule.
- 9.4 Overtime up to one (1) hour worked immediately after regular schedule hours shall be paid at actual clock time advanced to the nearest quarter hour. Overtime in excess of one (1) hour shall be paid a minimum of two (2) hours.

- 9.5 Employees called to work other than immediately following regularly scheduled hours shall receive a minimum of three (3) hours pay. This section shall not be applicable to overtime worked on a voluntary basis prior to the start of normal shift if the employee is already on the premises.
- 9.6 Pre-arranged overtime worked in the Sanitation Division immediately following the normal work day will be paid for the actual overtime worked at the applicable rate.
- 9.7 Holiday Pay. For each hour outside normal work schedule, employee shall receive double time, for each hour on normal work schedule, employee shall receive one and one-half (1-1/2) times regular rate plus the normal holiday pay.
- 9.8 A. The employer will make every reasonable effort to distribute overtime opportunities equally among qualified employees, including probationary employees. The employee with the least amount of overtime in the classification being asked to work overtime shall be given the first opportunity to work the overtime. The Union will recognize with emergency or unusual situations it may not always be reasonable to follow this policy in all instances or to have overtime equalized at all times. Overtime hours will be posted monthly in all affected divisions and shall be equalized on an annual basis.

An employee may refuse non-required overtime assignments and the refusal shall not prejudice his/her right to future overtime. However, the refusal to work shall count as an opportunity for overtime equivalent to the number of overtime hours paid to the employee who actually worked the overtime.

Equipment Operators in the Roads and Streets Division who sign off of the primary snowplow list shall have the average number of hours worked by Equipment Operators for snow removal counted as opportunities for overtime.

- B. Employees may be notified twelve (12) hours in advance of prearranged overtime.
- C. Except in cases involving emergency operations, the following procedures shall be used in assigning overtime.
1. Ask the employee in the right classification within the division.
 2. Ask the qualified employee in an equal classification within the division.
 3. Ask the qualified employee at a higher classification within the division.

4. Ask the qualified employee with the least amount of overtime in the next lower classification in the division.
5. Ask the qualified employee within the right classification with the least amount of overtime in another division.
6. Ask the qualified employee within a higher classification with least amount of overtime in another division.
7. Ask the qualified employee of the next lower classification with the least amount of overtime in another division.

9.9 Snowplowing/Emergency Operations.

- A. During winter snowplowing or sanding operations, or any other emergency situation as declared by the Town Manager, where the public health, safety and property may be endangered, an employee may not refuse an overtime assignment or call-in unless he has a valid reason.
- B. During snowplowing operations, the number of employees assigned to vehicles shall be determined by the Director of Public Works or his designee and will be based on the severity of conditions, the projected duration of operations and the safety of employees. Supervisory personnel shall not be used to operate equipment or ride shotgun on vehicles engaged in snowplowing or sanding operations except in emergency situations where all union personnel have been called in.
- C. If personnel on the primary response list do not respond to a call-in so that sufficient personnel are available, the Town will call personnel on the voluntary response list in an attempt to have personnel available.
- D. Personnel on the primary response list shall be given a credit of forty (40) hours at the beginning of the snow season. Each time an employee fails to report to a call-in, four (4) hours shall be deducted. Employees shall be paid each year at their regular hourly rate for the number of hours remaining as of April 15th.

The snow season shall begin at 12:01 A.M. on November 15 and end at 11:59 P.M. on April 15.

- E. It is mutually understood and agreed between the parties that whenever six (6) 5CY or larger dump trucks are in service a mechanic will be on duty.
- F. Employees are expected to respond to emergency call-outs immediately. An employee reporting later than forty-five (45) minutes from the time of last call out

shall have four (4) hours deducted from the balance of credited hours under Paragraph D unless there are extenuating circumstances beyond the control of the employee.

- G. Whenever a snowplow route becomes available, the route will be filled by seniority from within the Roads and Streets Division. If no employee wishes to fill the open route, the Town will then ask, by seniority, employees from the Equipment Maintenance Division. Then if the route is still available, the Town will ask other employees on the Primary List.

H. Snowplow Operations Call-In

1. The primary snowplow list will consist of personnel in the Roads and Streets and Fleet Maintenance Divisions. Personnel on the primary response list will be given a credit of forty (40) hours of pay at the beginning of the snow season (November 15) and paid this forty (40) hours at the end of the pay period following April 15. Personnel may be given the opportunity to sign off from the primary list prior to the snow season and waive all eligibility for the forty (40) hour bonus season provided enough qualified personnel remain on the list.
2. When a snow event is initiated, the Foreman or Public Works Supervisor will make two (2) attempts to contact each member of the primary list. A second attempt is required if the first call results in no answer, busy signal or when a message is left on an answering machine. If a second attempt to contact is required and a secondary number is provided, the secondary number will be dialed for the second attempt. If no secondary number is provided, the second attempt will be made at the garage or in route to the garage to assure a reasonable period of time has elapsed since the first call. The Foremen or Supervisor will record time of call and results.
3. Employees are expected to respond to call outs immediately. A member reporting later than forty-five (45) minutes from the time of last call out shall have four hours deducted from their forty (40) hour credit unless there are extenuating circumstances beyond the control of the employee.
4. If a member of the primary response list fails to report to a call-out, they will be subject to progressive discipline in addition to the 4-hour deduction. Progressive Discipline will consist of:

First absence	counseling
Second absence	recorded verbal warning
Third absence	written warning
Fourth absence	removal from primary list

5. A member of the primary list may sign off from snow removal responsibilities on a "first come" basis. Sign off must be in writing and during the normal working hours Monday through Friday of the Highway Garage. A maximum of two (2) members may sign off at one (1) time. More than two (2) may be approved on a situational basis only with the approval of the Assistant Director of Public Works or in his absence the Public Works Supervisor. Sign off relieves the member of reporting responsibility for the period and protects the member from the consequences of failing to report.
- 9.10 A record of all overtime hours worked annually will be made available to the Union upon request.
 - 9.11 All work performed before the regular starting time of the scheduled shift shall be paid for at the rate of time and one-half (1 1/2), unless as previously agreed upon between the Town and the Union.
 - 9.12 Any change in the shift hours specified in this Agreement, unless agreed upon by the Town and the Union, may be taken up as a grievance at any time within one (1) week after such change becomes effective.
 - 9.13 Meals.
 - A. If any employee is required to work overtime, he shall, except as hereinafter stated, be provided with a meal allowance for each meal under any of the following conditions:
 1. When required to report for work starting one and one-half (1-1/2) hours or more before his normal scheduled starting time without having been given twelve (12) or more hours advance notice.
 2. When required, with twelve (12) or more hours advance notice, to report for prearranged overtime work, an allowance will be provided for one (1) meal if the reporting time is two (2) or more hours:
 - a) Before his normal scheduled starting time on a day within his normal work schedule.

- b) Earlier in the day than his normal starting time on a normal scheduled work day if the work is on a day outside of his normal work schedule.
- 3. When required to work two and one-half (2-1/2) or more hours subsequent to his normal scheduled work hours.
- 4. When required to work six (6) or more hours subsequent to the designated lunch period on a prearranged overtime day.
- B. The meal allowance as provided for in Subsection A. of this section shall be included in the employee's regular pay check at the five (5) hour rate of set forth in Paragraph C below.
- C. During work performed outside the normal scheduled work hours beyond the periods stated in the foregoing, the employees will be provided with meal vouchers in accordance with the following:

Duration of Assignment	Amount not to exceed
More than five (5) hours	\$10.00
More than ten (10) hours	\$20.00
More than fifteen (15) hours	\$30.00
More than twenty-four (24) hours	\$40.00

- 9.14 Call-in time for those emergencies that occur outside the normal work schedule shall be paid on the following basis:

Employee called in to work during emergency shall be paid forty-five (45) minutes of travel time for the (¾) three-quarters of an hour immediately preceding the punch at the applicable rate(s).

ARTICLE 10-EXTREMES OF WEATHER

- 10.1 When extreme weather conditions prevail, all employees, except when work of an emergency nature is required, shall be assigned to other work that does not expose them to such extreme conditions and the unavailability of such other work shall not result in loss of pay.
- 10.2 The following guidelines shall be used in determining extremes of weather: steady precipitation; ten (10) degrees F or below; and ninety (90) degrees F or above as measured at the job site. Readings by two (2) thermometers, those of the Union Representative and Supervisor, will be taken in a place where a true reading will be given. The wind chill factor

and heat index will be considered by the Supervisor when evaluating a situation of extreme weather.

- 10.3 For the purpose of this Agreement, the word "Emergency" means any and all work performed by the Public Works Department and Parks Division of the Recreation Department affecting the public safety and health. At the Golf Course, "Emergency" shall constitute any situation which requires immediate action to resolve a problem concerning the conditions of the Course which may affect public health or safety.
- 10.4 When work of an emergency nature is required during extremes of weather, it shall be assigned to the employees in as equitable a manner as possible.

ARTICLE 11-HOLIDAYS

- 11.1 The employer hereby agrees that all employees shall be granted eight (8) hours pay at their normal rate for the following holidays, regardless of the day of the week on which they fall:

New Year's Day	Juneteenth Day	Veterans' Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Presidents' Day	Labor Day	Day After Thanksgiving
Good Friday	Columbus Day	Christmas Day
Memorial Day		

and any other days which the Town Manager may hereafter designate as full paid holidays for other municipal employees.

- 11.2 For employees working a Monday through Friday schedule, when a designated holiday falls on a Sunday, the following Monday shall be observed as the holiday. For employees working a Tuesday through Saturday schedule, when a designated holiday falls on a Sunday, the preceding Saturday shall be observed as the holiday.
- 11.3 For employees working a Monday through Friday schedule, when a designated holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.
- 11.4 For employees working a Tuesday through Saturday schedule, when a designated holiday falls on a Monday, the following Tuesday shall be observed as the holiday.
- 11.5 Water Pollution Control Facility employees working the 1st, 2nd and 3rd shift on Easter Sunday shall be paid at the double time rate.

ARTICLE 12-ANNUAL LEAVE

- 12.1 The employer hereby agrees to grant to regular full time employees, annual leave pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Days Accrued Per Month</u>	<u>Total Leave Per Year</u>
Less than five (5) years	1	12
Beginning of the fifth (5th) year of service but less than ten (10)	1 1/4	15
Beginning of tenth (10th) year of service but less than fifteen (15)	1 1/2	18
Beginning of the fifteenth (15th) year of service and thereafter	2	24

One (1) additional day of annual leave shall be granted for each year of employment beyond twenty-five (25) years, up to a maximum of five (5) additional days of leave.

- 12.2 Personal Days. In addition to the annual leave accrued on a monthly basis, which must be taken in one-half (1/2) day increments, regular employees shall be granted on the 1st day of July two (2) personal days which can be used in one (1) hour increments at the beginning or end of the day.

Employees wishing to use personal time must make a request to their supervisor a minimum of twenty-four (24) hours prior to taking of leave, unless there is an emergency situation beyond the control of the employee in which case notice requirements may be waived and personal time charged to the nearest quarter-hour. The employee shall be required to notify his/her supervisor as soon as reasonably possible. Unused personal time shall be converted to annual leave on June 30th of each year.

- 12.3 A. The eligibility date of annual leave shall begin on the first (1st) day of the month in which the anniversary of the date of employment occurs.
- B. Time spent in full-time employment with the Town, whether under a regular, probational or temporary appointment, shall be included in the determination of said annual leave with pay, providing that no employee holding a probationary or temporary appointment shall be eligible to take such annual leave until he shall have received regular appointment.

- C. Annual leave with pay shall begin to accrue on the first (1st) day of the first (1st) calendar month next following the date of appointment.
- 12.4
- A. Annual leave must be taken as approved by the appropriate Department Head or designated supervisor. Seniority, in all cases, will take preference, provided the employee's annual leave request is posted prior to June 1st. If an employee's request is not posted prior to June 1st, said employee shall give the Department Head two (2) weeks' notice for any annual leave request in excess of three (3) days. Requests for annual leave of less than three (3) days must be made prior to the end of the previous workday. However, nothing shall preclude said Department Head or designated supervisor from granting leave without such notice, if it does not place an undue burden on the operations of the department.
 - B. Accrued annual leave shall be taken before June 30th of the year following the year in which it is accrued. A six (6) month extension may be granted with the recommendation of the Department Head by the Director of Human Resources.
 - C. If a holiday falls in the annual leave period, the holiday will not be charged to annual leave.
- 12.5
- A. Annual leave pay based on the number of hours for which the employee is eligible in the above schedule shall be computed at the normal hourly rate as of the time when he takes his annual leave.
 - B. Annual leave pay shall be distributed to the employee at the normal pay day during his annual leave unless he shall have requested in writing at least seven (7) days in advance of the pay day preceding his annual leave that he be paid in advance of his annual leave that pay due him for his earned annual leave time.
- 12.6
- A. If a regular employee in good standing dies while in the service of the Town and has accrued annual leave at the time of death, the estate of the deceased shall be entitled to an amount equivalent to the accrued annual leave up to the day of the month next preceding the day of death.
 - B. Employees covered by this Agreement, who terminate their service to the Town in good standing shall be paid the salary equivalent to the accrued annual leave up to the last day of the month next preceding the day of the effective date of separation, provided that a notice of termination of service is filed in writing with the Department Head fourteen (14) days prior to the effective date of separation.

ARTICLE 13-SICK LEAVE

- 13.1 Full-time employees earn sick time in accordance with the following table:

<u>Length of Service</u>	<u>Days Earned Per month</u>	<u>Total Days Earned Per Year</u>
Less than five (5) years	1	12
Five (5) or more years	1 ¼	15

Sick leave may be used in quarter hour increments. Sick leave may be accumulated to a total of two hundred (200) days. At retirement, the difference between one hundred (100) days and up to two hundred (200) days of accumulated sick leave may be:

Applied to early retirement prior to retirement, i.e., the employee's last working date would be earlier than their retirement date, or paid as a lump sum computed at the hourly rate at the time of retirement up to a maximum of one hundred (100) accumulated days.

- 13.2 Sick leave accrued in excess of two hundred (200) days shall on each June 30th be converted to pay in the ratio of five (5) sick days' equivalent to one (1) days pay at the employee's current hourly rate. Conversion shall be for complete days only; i.e., employees with two hundred and ten (210) sick days would receive two (2) days pay but an employee with two hundred and nine (209) sick days would only receive one (1) days pay. No employee will be allowed to have more than with two hundred (200) sick days as of July 1st of each year.
- 13.3 A. Employees in the service of the Town with less than five (5) years shall accrue a credit of one (1) sick day with pay per each completed month of service and employees with five (5) years or more shall accrue credit of one and one-quarter (1-1/4) sick days with pay per each completed month of service. However, in the second month within a calendar year in which an employee is absent on three (3) or more occasions due to illness and/or unauthorized leave the employee shall not accrue such credit nor be entitled to said sick leave day(s) for that or any subsequent months in which said absences occur.
- B. Separate absences shall consist of any period of successive days or portions thereof, the absences of which shall be considered terminated upon the occasion of the employee's return to work immediately thereafter following said absence.
- C. The appropriate Department Head with the approval of the Town Manager may waive the sick day penalty clause above.
- 13.4 A. Employees are entitled to use all accumulated sick leave in one (1) year, but sick leave can be used only when necessary for:

1. Personal illness or physical incapacity beyond the employee's control;
 2. To meet medical or dental appointments which cannot be arranged at other than during scheduled working hours;
 3. Illness in the immediate family requiring his or her personal attention, up to a maximum of three (3) days when such need is properly supported by a doctor's certificate. Immediate family shall include spouse, father, mother, brother, sister, son, or daughter, or members of the immediate household regardless of the relationship.
- B. Sick leave shall begin to accrue on the first (1st) day of the first (1st) calendar month next following the date of appointment.
- 13.5 Employees using sick time shall notify their supervisor prior to their normal starting time on the first and any subsequent days of absence or at time of leaving, if at work, stating the nature of their sickness. The requirement to call in each day of absence may be waived if a doctor has been consulted and a note provided stating when the employee is able to return to work.
- 13.6 A. Sick leave benefits cannot be exercised by an employee whose sickness or disability is due directly to the use of illegal drugs or narcotics, or to an injury sustained during the commission of a crime.
- B. Sick leave benefits are not accrued and cannot be used if injury or sickness is due to employment with any outside employer.
- 13.7 The appropriate Department Director may require an employee to furnish an acceptable medical certificate to support sick leave with pay when the absence is three (3) or more consecutive days and such certificate may be required regardless of duration when an employee's absence recurs frequently or habitually, or when there is reasonable cause to require such certificate.
- 13.8 A valuable employee with a record of meritorious service may, in the event he has used up all his accumulated sick leave due to a serious and protracted illness, apply in writing to the Town Manager for an extension of sick leave beyond the maximum provided in this Agreement. The decision of the Town Manager on any such application shall not be subject to the grievance procedure or any other manner of appeal.

ARTICLE 14-EXCUSED ABSENCES WITH COMPENSATION

- 14.1 Jury Duty. Employees covered by this Agreement who are required to serve as a juror, shall be entitled to a leave of absence with pay. The amount of compensation paid to the employee during such leave of absence, shall be the difference between his compensation for jury duty and the amount due him as an employee, provided that if his compensation for jury duty shall equal or exceed the amount due him as a Town employee, his compensation for jury duty shall prevail. The employee, upon his return from such leave, shall, provided his compensation for jury duty does not equal or exceed the amount due him as a Town employee, submit to the Department of Finance the completed Certificate of Jury Duty Pay Form. The Department of Finance will then issue to the employee a check for the difference between the employee's pay for jury duty and the base salary the employee would have received if he had not been on leave for purpose of serving as a juror.

Employees are expected to return to work if relieved from Jury duty prior to the last two (2) hours of their regularly scheduled day.

- 14.2 Military Leave. The Town will comply with the provisions of the Uniform Services Employment and Re-employment Act and state law.

- 14.3 Funeral Leave.

- A. In the case of death of a spouse, father, mother, son, daughter, stepson, or stepdaughter, an employee is entitled to five (5) days off without loss of pay.

In case of death of a member of the immediate family, an employee is entitled to three (3) days off without loss of pay. Immediate family shall include brother, sister, grandmother, grandfather, grandchild, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, spouse's grandmother, grandfather, step-father, step-mother, brother-in-law, sister-in-law and members of the household, regardless of the relationship.

- B. In case of death of an uncle, aunt, niece, nephew, spouse's uncle, aunt, niece or nephew, an employee is entitled to one (1) day off without loss of pay.
- C. Employees granted days off due to funeral leave shall actually be in attendance at the funeral or engaged in activities in connection with same.
- D. A delegation of up to five (5), but not less than three (3), members of the Union, officers, or their designees, shall be granted time off with pay to attend the funeral service of a Union member who has passed away while in the service of the Town or who has retired from the Town.

14.4 Emergency/Other Leave. When emergency or unusual circumstances arise not attributable to any action of the employee, the Town Manager may grant Emergency/Other Leave with pay and such leave will not be charged against the employee affected.

14.5 Special Leave

A. (For Employees who normally work Monday thru Friday).

Special leave will be granted to all employees in the classified service on the days or portions of days listed below:

December 24, whenever it occurs on Monday

December 24, from twelve (12) noon on, whenever it occurs on Tuesday, Wednesday or Thursday. Employees are not eligible for a lunch break, and must work until twelve (12) noon.

December 26, whenever it occurs on a Friday

Other days or portions of days as may be declared by the Town Manager

B. (For Employees who normally work Tuesday thru Saturday).

Special leave will be granted to all employees in the classified service on the days or portions of days listed below:

December 24, whenever it occurs on Tuesday

December 24, from twelve (12) noon on, whenever it occurs on Wednesday, Thursday or Friday. Employees are not eligible for a lunch break, and must work until twelve (12) noon.

December 26, whenever it occurs on a Saturday

Other days or portions of days as may be declared by the Town Manager

C. Employees covered by this Agreement, will be relieved from duty during periods of special leave, unless the nature of the duties require that service be provided. All employees relieved from duty shall be paid the same amount of money as they would normally have received for a normal work day and any employee who, because of his work schedule would not normally have worked during the period of the special leave, will be granted equivalent time off with pay.

- D. Employees covered by this Agreement, required to work during periods of special leave because of the nature of their duties, emergency or other reason, shall be paid at the rate of time and one-half (1-1/2) for each hour worked, provided said work has been authorized by the appropriate Department Head, in addition to the payment provided for in the preceding paragraph.

14.6 Leave of Absence Without Pay.

- A. Leave of absence without pay may be granted to permanent employees for any good and sufficient reason, upon the written recommendation of the Department Head and the approval of the Town Manager for periods of up to a maximum of one (1) calendar year.
 - B. Employees taking leave of absence without pay for thirty (30) calendar days or less shall retain all seniority rights and fringe benefits for which they are normally entitled with the exception of the monthly accrual of sick and annual leave if the absence exceeds ten (10) working days during any given month.
 - C. Employees taking leaves of absence without pay for periods exceeding thirty (30) calendar days shall not retain any benefits or privileges of employment beyond the first thirty (30) calendar days of leave with the following exceptions:
 - 1. With the approval of the Town Manager, said employee may continue insurance coverage at the Town group rate upon agreement to reimburse the Town.
 - 2. Retain seniority rights only for the purposes of determining the order of layoffs in case of reduction of work force. Such periods shall not be considered as being in service for purposes of granting advances within a salary range. The employee's anniversary date shall be adjusted to reflect the amount of leave taken in order to assure that the employee has actually performed the duties and responsibilities in a given position for an entire year prior to the granting of a step increase.
 - D. Periods in excess of thirty (30) calendar days shall not be included in the calculation of pension benefits or eligibility for vesting in the Town's Pension Plan.
- 14.7 A. A permanent full-time member of the classified service employed by the Town for three (3) years or more who has exhausted all his/her accumulated sick and vacation time, is ineligible for disability benefits and is unable to work due to a non-occupational personal injury or illness, may be granted a leave of absence without pay for a period not to exceed one (1) year. Such leave shall be granted upon the

recommendation of the employee's Department Head and the approval of the Town Manager.

- B. An employee granted leave under this provision shall not retain any benefits or privileges of employment except as follows:
 - 1. Retention of employment rights for the same or substantially equivalent position within the classified service for the period of the leave; however, these rights shall not continue beyond one (1) year.
 - 2. Group insurance coverage as provided in Article 22 will be continued up to one (1) year.
- C. If the period of leave exceeds six (6) months, a physical evaluation shall be made by the employee's physician with review by the Director of Health or another physician designated by the Town to determine when and if the employee will be able to return to work. If it is determined that the employee has reached maximum improvement and will not be able to return to work, employment may be terminated. However, insurance coverage will be maintained for the one (1) year period in accordance with Section 14.7(B)(2).
- D. A regular employee employed for less than three (3) years may be granted leave as provided in Section 14.7A for a period of ninety (90) days. If, at the end of the ninety (90) day period, the employee is unable to return to work, the employee's physician shall provide the Town with a projected date of return.
 - 1. Depending on the date of return and departmental operations, the leave of absence may be extended up to an additional ninety (90) days. Such extension shall be upon the recommendation of the Department Head and approved by the Town Manager.
 - 2. The employee shall retain the same reemployment rights as specified in Section 14.7B for the period of leave, but not exceed six (6) months. Insurance coverage as specified in Article 22 shall be continued for the ninety (90) day initial leave period and any additional period of approved leave up to a total of six (6) months.

14.8 Worker's Compensation.

- A. When an employee is injured while in the performance of his duties as an employee and has filed a Form 30-C, Notice of Claim, as supplied by the Town, and provided written documentation from a medical care provider, (as defined in the Workers' Compensation Act), establishing with a reasonable degree of medical probability that

there is a causal relationship between the employment and the injury and resulting disability, he shall continue to receive his normal forty (40) hours pay less workers' compensation during his absence from work up to eighteen (18) months from the date of the injury or until workers' compensation payments cease whichever is sooner.

- B. If a dispute arises over an employee's eligibility for workers' compensation, the employee shall continue to receive his/her full salary in accordance with the above paragraph until a determination is made by the Workers' Compensation Commissioner as to the employee's eligibility.
- C. If the employee is found to be ineligible, any time absent from work between the time of injury and the determination by the Workers' Compensation Commissioner shall be charged to sick leave and/or annual leave. However, if an employee has not accumulated sufficient sick and annual leave to cover the period of absence, the employee shall be considered on leave with pay and shall be required to repay the Town for any salary advanced while on leave with pay.
- D. An employee remaining out of work after a determination of ineligibility by the Workers' Compensation Commissioner shall be required to furnish an acceptable medical certificate in accordance with Section 13.7 before any additional absences can be charged to sick leave.

14.9 Union Training Courses. Leave of absence with pay will be granted for duly authorized members of the Union who have been selected by the members of the Local to attend training sessions held by the International Union. Such leaves of absence will be granted to no more than two (2) employees for a total of five (5) working days per year between the employee(s). All such leaves shall be requested from the Director of Public Works or appropriate Department Head fifteen (15) days in advance of the leave and shall be approved by the Director of Public Works or appropriate Department Head within two (2) days after the request is made. No such request shall be denied without a good and sufficient reason and the Director of Public Works or appropriate Department Head shall make reasonable efforts to adjust the operations of the Department to accommodate such requests. It is recognized that any employee who is granted such leave will, during the period of leave, be acting in his capacity as a member of the Union and not as an employee of the Town, and it is, therefore, agreed that during the period of such leave, the employer shall have no greater obligation to such employee than it would have to an employee absent from duty on authorized leave without pay.

14.10 Union Leave. The Town will permit not more than one (1) employee at any time to go on an administrative leave without pay for an absence up to one (1) year when requested by the International Union in writing subject to the following conditions:

- A. The Town may fill the vacancy on a temporary basis consistent with the procedures of this Collective Bargaining Agreement or on a temporary sub-contractual basis as work dictates.
- B. If the job is posted and filled on a temporary basis, the employee, if he/she meets requirements, has preference for the position if permanently posted.
- C. Employees taking leave of absence without pay for thirty (30) calendar days or less shall retain all seniority rights and fringe benefits for which they are normally entitled with the exception of the monthly accrual of sick and annual leave if the absence exceeds ten (10) working days during any given month.
- D. Employees taking leaves of absence without pay for periods exceeding thirty (30) calendar days shall not retain any benefits or privileges of employment beyond the first thirty (30) calendar days of leave with the following exception:

Accrue seniority rights only for the purposes of determining the order of layoffs in case of reduction of workforce. Such period shall not be considered as being in service for the purposes of granting advances within a salary range. The employee's anniversary date shall be adjusted to reflect the amount of leave taken in order to assure that the employee has actually performed the duties and responsibilities in a given position for an entire year prior to the granting of a step increase.
- E. Buy Back of Service. For periods in excess of thirty (30) calendar days employees shall have the option to buy back up to one (1) year of full-time service for the purpose of benefit calculation and retirement eligibility if legally permissible. The buy back amount shall be four percent (4%) of the employee's hourly rate of pay at the time of leave multiplied by the number of hours desired to be bought back. Payment shall be by lump sum and payroll deduction with terms and interest rate to be determined by the retirement board. This option must be exercised within one (1) year of the return from leave.
- F. From the effective date of this Agreement through 6/30/2005, the Town may permit Union leave without pay to members of the bargaining unit who are required to attend Union business for purposes not covered in other sections of this Agreement. The decision to grant such leave shall be in the sole discretion of the Town. The decision to deny leave shall not be a subject of the grievance procedure and shall not be arbitrable. All requests for such leave shall be made to the Director of Human Resources at least fifteen (15) days in advance of such leave. The request shall include the names of employees attending to such business and the required dates of absence.

ARTICLE 15-WAGES AND CLASSIFICATIONS

- 15.1 A. The attached pay plans (Attachments E and F) listing the classifications covered by this Agreement and the appropriate wage rates for each classification are hereby incorporated into this Agreement. The wage rates reflect the following agreed upon percentage increases and effective dates:

July 1, 2022	2.75% (Retroactive)
July 1, 2023	2.75% (Retroactive)
July 1, 2024	2.75%

- B. The pay plan for each classification covered by this Agreement shall consist of eight (8) steps.
- C. Employees not at the top step of their classification shall advance one (1) step on the pay plan on their classification date, i.e., upon satisfactory completion of one (1) full year's service in their current step.

Satisfactory shall mean a performance evaluation of "meets standard" for the entire period of service in their current step.

The employee's performance shall then be evaluated over the next ninety (90) days, and if performance improves to a satisfactory level the step increase shall be granted retroactive to the employee's classification date.

Performance evaluations shall be completed thirty (30) days prior to the employee's classification date. If the evaluation is not completed thirty (30) days prior to the employee's classification date the performance shall be deemed to be satisfactory.

- D. Any employee who is promoted shall be placed in the beginning step of the new classification or the first step in the higher classification, which exceeds their current step in the wage schedule for their present classification. Their classification date shall then be changed to reflect the effective date of the promotion.

15.2 Out-of-Class Work.

- A. Employees performing out-of-class work exceeding two (2) hours in any one (1) day or more than four (4) hours in any week shall be compensated at the first step in the higher classification which exceeds or is equal to the next full step in the wage schedule for their present classification for all the hours worked in the higher classification.

- B. Assignment of out-of-class work shall be in accordance with the following procedure:
 - 1. Out-of-class work will be assigned to the qualified and senior individual in the classification which is being asked to work out of class for an entire shift.
 - 2. Qualified is defined as:
 - a. Demonstrated ability to operate the equipment and perform the duties of the out-of-class assignment.
 - b. Passing the State driver's test and been issued a license to operate the equipment in the out-of-class assignment.
 - 3. Seniority will be defined according to Article 16 of current contract.
- C. Individuals will be assigned by asking the employees in the following order (except in cases involving emergencies and snow and sanding operations).
 - 1. Ask the employee in the same division until no employee can be found to work.
 - 2. Ask the employee in a different division.
- D. In cases of emergency, the appropriate Director may assign employees to pieces of equipment without regards to seniority in class.
- E. Out-of-class assignments may not be used to eliminate or reduce the number of employees in a higher classification by regularly assigning out of class work to employees in a lower classification.
- F. If no employee volunteers to accept an out-of-class assignment, the work will be given to the least senior qualified employee.

15.3 Additional Compensation for Use of Special Equipment.

- A. Additional Compensation
 - 1. All employees, while handling pneumatic tools, will receive fifty (50) cents per hour above their normal rate.
 - 2. Qualified operators, while operating street sweeper, will receive fifty (50) cents per hour above their normal rate.

3. The chipper will be considered special equipment and only the operator of the chipper will be compensated at fifty (50) cents per hour above their normal hourly rate for time performed in this duty.
4. Employees assigned to tree trimming who are actually performing work above ground shall be compensated at seventy five (75) cents above their normal rate for time performed in this duty.
5. Sewer Inspection Camera - employee operating the camera shall receive fifty (50) cents above their normal rate of pay while performing this duty.

B. The above section shall be administered as follows.

1. Pneumatic Tools - if known in the morning when assignments are made, shall be offered to the most senior qualified Equipment Operator within that Division, with the exception of individuals assigned to the sweeper on a regular basis or as an out of class assignment. If for whatever reason, pneumatic tools are required to be used after the initial assignments are made, it shall be offered to the most senior qualified Equipment Operator within the crew. Nothing herein shall require that an operator be brought in from another crew. However, the Town will endeavor to make assignments involving the use of pneumatic tools in the morning whenever possible.
2. Sweeper - The Equipment Operator with the most bargaining unit seniority within the Highway Division shall be offered assignment as Sweeper Operator. The duration of the assignment shall be one (1) year. An Equipment Operator who turns down the assignment or after accepting decides not to continue shall have relinquished his/her rights to the assignment until the current assignments are completed, with the exception of out of class assignments.
3. Chipper - the same process shall be followed as for pneumatic tools.
4. Tree Trimming - the same process shall be followed as for pneumatic tools.

15.4 Longevity.

- A. Longevity payments are provided only to employees hired before July 1, 2011, who otherwise meet the eligibility requirements. Longevity payments will be calculated from the first day of service as a full-time employee, whether permanent, probationary or temporary. Eligible employees will be entitled to these longevity

payments annually on the anniversary of their date of employment as a full-time employee.

- B. Following is an explanation of the required years of service and the amounts to be paid:

Year of Employment	Amount	Year of Employment	Amount
6 th	\$150	16 th	\$455
7 th	\$175	17 th	\$485
8 th	\$200	18 th	\$515
9 th	\$225	19 th	\$535
10 th	\$275	20 th	\$575
11 th	\$305	21 st	\$605
12 th	\$335	22 nd	\$635
13 th	\$365	23 rd	\$665
14 th	\$395	24 th and thereafter	\$675
15 th	\$425		

- C. Longevity pay will be included in the employee's regular pay.

- D. No employee hired on or after July 1, 2011, will be eligible for longevity pay.

- 15.5 Supervisors or clerical personnel will not be allowed to perform any work that is normally done by the employees covered by this Agreement, except in case of emergency.

- 15.6 Employees shall be paid bi-weekly.

Direct Deposit: Employees covered by this Agreement will be paid by direct deposit to the employees designated bank accounts by noon bi-weekly on Friday.

- 15.7 For those employees who are late in reporting for work, their pay will be computed to the nearest unit of fifteen (15) minutes.

- 15.8 The Town will provide, for employees hired on or before July 1, 2019, reimbursement of up to \$5,000 in total per year for CDL training for employees who successfully completed CDL B or CDL A training on their own. Employees who leave employment with the Town within two (2) years of receiving payment must repay the Town in full.

Training Programs.

- A. Equipment Training

1. Employees promoted into other Equipment Operation classifications must prior to the end of their probationary period demonstrate their ability to operate the equipment as measured by passing a test involving the actual operation of the equipment.
 2. All tests will be conducted by neutral parties and will include a written evaluation of the employee's ability to operate and maintain the equipment.
 3. Failure to pass the test shall result in the employee being returned to his prior classification.
- B. Mechanic Operator Trainee Program. Employees in the classification of Mechanic Operator Trainee must successfully complete the required training program within eighteen (18) months from date of employment. Failure to do so shall result in termination or assignment to another classification provided openings are available and the employee meets the qualifications for the position.

ARTICLE 16-SENIORITY

- 16.1 Seniority is the right of preference with reference to promotion or layoff measured by length of service.
- 16.2 In the event of a reduction of force, layoffs shall be implemented within the division and the classification where the reduction in force occurs, by seniority. The Town will provide the Union with a minimum of forty-five (45) calendar days' notice of any proposed layoff or reduction of force.

No employee shall be laid off until the Town has ceased utilizing probationary employees who perform USW work.

A laid off employee may bump any employee with less seniority at an equal or lower pay level, provided that the displaced employee is the least senior employee in the classification in the division where the displaced employee works.

The employee electing to bump must be qualified to perform the functions of the classification; including, but not limited to, degrees, licenses and certificates, for the position as stated in Attachment A. Employees shall be afforded a reasonable orientation period in the new position after which he/she shall be able to perform the work without additional training.

An Employee who is bumped to a lower classification shall be given first preference to return to a vacant position in the classification from which they were displaced for a period of up to twelve (12) months from the date of assignment to the lower classification.

An Employee who is laid off shall be placed on a recall list for up to twelve (12) months. The employee is responsible for providing the Director of Human Resources with a valid home address, email address and cell phone number at the time of separation from employment, and must notify the Director of Human Resources in writing of any change in contact information. Seniority shall be the determining factor in the order of any recall. Prior to filling a position with a new employee the Town shall offer the position to a qualified employee on the recall list. The offer shall be made by regular mail, email and cell phone to the contacts submitted by the former employee. The former employee forfeits any and all recall rights by not contacting the Director of Human Resources within 7 days of the day that the Town sent the notification via regular mail, email and cell phone. The former employee likewise forfeits all recall rights by declining an offered position.

- 16.3 Effective upon ratification of this Agreement, no seniority right or status shall be attained or acquired by any new employees until they have completed a probationary period of nine (9) months. If such new employees work beyond a probationary period of nine (9) months, their length of service shall be counted from the date they began work. A new employee, who is in probationary status, shall be considered to be an at-will employee. As such, there shall be no requirement of just cause for the discipline or discharge of a probationary employee, and the Town shall make the final determination as to the qualifications of a probationary employee. Therefore, a probationary employee shall have the right to grieve discipline or discharge, he/she shall not have the right to arbitrate any issue of qualifications or just cause for discipline or discharge. Any discipline issued to a probationary employee who successfully completes the probationary period shall remain on his/her record, but he/she shall have the right to challenge such action if relied upon by the Town to justify subsequent discipline action or penalty.
- 16.4 Whenever a vacancy exists which the employer intends to fill or when the employer wishes to add to the number of employees in any classification covered by this Agreement, a suitable notice will be posted.
- A. The employer will give preference to its regular qualified employees over hiring new employees when making placements in more desirable job openings.
- B. In order to be eligible for selection, an employee must have a "meets standard" or higher for the most recent evaluation period and pass a rated oral interview and/or test if applicable to the position.

Eligible employees shall be considered in the order of their seniority. The selection of the employee shall be based on seniority, necessary experience, past work record, ability and qualifications to fulfill the duties of the job involved.

- C. In the event that more than one (1) employee is qualified for the job, the job shall be assigned to the employee with the greatest amount of seniority. The probationary period for employees promoted into a new classification shall be six (6) months. An employee who does not qualify for the job during his probationary period shall be returned to his previous job with no loss of seniority.

- 16.5 Nothing herein shall prevent an employee from requesting a transfer to an equal or lower classification, provided there is a job opening. Any such request shall be considered as provided in Sections 16.4 A, B and C above. Such requests shall be limited to one (1) a year by an employee.

An employee granted a transfer under this Section shall be placed in the same step in the new classification as he/she was in their previous classification. The employee's classification date will remain the same.

ARTICLE 17-LONG AND FAITHFUL SERVICE

- 17.1 An employee who becomes unable to handle heavy work to advantage shall be given every consideration for such light work as may be available and such employee shall receive a rate of pay commensurate with service performed.

ARTICLE 18-SEPARATION FROM SERVICE

- 18.1 All discharges, demotions, and/or suspensions will be for just cause only and will be subject to the grievance procedure as outlined in Article 8 of this Agreement.

ARTICLE 19-SAFETY

- 19.1 The Town shall make provisions for the safety of the employee during working hours and the Union will encourage employees to work in a safe manner and to observe all safety regulations prescribed by the Town.
- 19.2
 - A. The Town shall furnish, at no cost to the employee, gloves, goggles, hard hats and protection clothing such as raincoats and boots.
 - B. Upon completion of an employee's probationary period, the employee shall receive

one hundred and twenty-five (\$125.00) dollars to be used for the purchase of suitable work clothes.

- C. Up to two (2) coveralls per year will be provided annually as needed to employees in the following classifications: Equipment Mechanic, Heavy Equipment Mechanic, Chief Equipment Mechanic, Mechanic (WPCF), Mechanic Operator Trainee, Operator (WPCF), Landfill Operator, Heavy Equipment Operator, Sweeper Operator and Senior Equipment Operator. Employees accepting the coveralls will be expected to wear them during working hours, required to sign a receipt for coveralls received and responsible for the cleaning and appearance of same. Coveralls may consist of one (1) winter pair and one (1) summer pair.
- D. Annually, the Town shall provide a clothing allowance of two hundred dollars (\$200.00) per fiscal year per employee to be used to replenish their supply of work clothes.

Employees of the Public Works Department have a one (1) time option to elect to receive the clothing allowance above or to be provided with a uniform service with the full cost being paid by the Town of Groton. All employees provided uniforms shall wear said uniforms while on duty.

The Town shall also provide the employee each year with a total of two hundred dollars (\$200.00) toward the actual purchase of one (1) or more pairs of approved safety work shoes which cover or rise above the ankle after the probationary period.

- E. Employees shall be required to wear suitable work clothes and safety shoes at all times during working hours.
- F. When an employee leaves the employment of the Town for any reason, he shall return all safety equipment and foul weather equipment assigned to him. For any of the above items not returned to the Town, the cost for the replacement of said items shall be deducted from the employee's final pay check.
- G. Upon the completion of their probationary period, the Town shall provide employees who need prescription glasses and are required to wear safety glasses at work, a pair of OSHA approved prescription safety glasses. If their prescription changes, a new pair of glasses will be provided with a limit of one (1) pair per calendar year. Employees may upgrade glasses at their own expense through the Town approved vendor.
- H. The Town shall provide and maintain a first-aid kit in every truck.

- 19.3 The Town recognizes a Safety Committee, and it shall have the right to bring all hazardous conditions to the attention of the Town in writing who shall promptly remedy any hazards.
- 19.4 The Town shall make provision for the proper medical precautions to further assure the health and safety of those employees covered by this Agreement who work at the Water Pollution Control Facility and those who assist in the maintaining and/or repair of these facilities, including sewer lines.
- 19.5 The Town will make provision for employees assigned to the Water Pollution Control Facility, Landfill as well as Equipment Mechanics to have annual physicals, to include x-rays at no cost to the employee or other mutually agreed upon job-related tests.

ARTICLE 20-GOVERNMENTAL REGULATIONS

- 20.1 This Agreement has been entered into pursuant to Section 7-467 to 4-478 inclusive of the Connecticut General Statutes. The provisions of this Agreement shall be subject to said Statutes and to all applicable laws, regulations, directives and orders, State and Federal, now or hereafter issued or enacted.

ARTICLE 21-STABILITY OF AGREEMENT

- 21.1 No agreement, alteration, understanding, variation, waiver or modification of any of the terms of conditions or covenants contained herein shall be made by any employee or group of employees within the Town, and in no case shall it be binding upon the parties hereto, unless such agreement, alteration, understanding, variation, waiver or modification is made and executed in writing between the parties hereto.
- 21.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.
- 21.3 In the interpretation of this Agreement, the Town has and shall continue to retain, whether exercised or not, all of the rights, powers and authority had by it, and except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to, the following:
- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.

- B. To establish or continue policies, practices and procedures for the conduct of Town business and its relationship with its 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.
- E. To establish contracts or sub contracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed except as hereinafter provided.

The Town agrees to inform the Union in writing of any proposed subcontracting or contracting of municipal services involving bargaining unit work and agrees to negotiate with the Union over any proposed contracting or subcontracting which would result in a reduction of force among the bargaining unit or the dislocation of bargaining unit employees or result in a reduction in the average normal overtime hours of bargaining unit employees within a division by ten percent (10%) or more. Average normal overtime shall be computed over the immediately preceding two (2) years.

Within ten (10) calendar days following written notice of the proposed subcontracting, the Union may request in writing that they wish to enter into negotiations over the proposed subcontracting. If no request is received, the Town may implement the subcontracting as proposed. If the Union requests negotiations over the proposed subcontracting, the Town agrees not to implement the subcontracting prior to an agreement being reached or a decision issued by the arbitrator as provided hereafter.

Negotiations shall commence immediately after the request is received from the Union and if no agreement is reached after thirty (30) calendar days, the matter shall be submitted immediately to the American Arbitration Association under the Streamlined Labor Arbitration Rules. The decision of the American Arbitration Association shall be binding on the parties.

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of Statutory and Charter provisions and are not subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE 22-GROUP INSURANCE AND RETIREMENT

- 22.1 A. Medical/Prescription Primary Plan. The Town shall provide each full time employee and dependents subject to the co-insurance listed in Section 22.2, with a group health and hospitalization insurance plan and benefits as listed below or a substantially similar plan.

The Town shall provide current full time employees and dependents with the following medical coverage, subject to the co-insurance listed in Section 22.2:

A High Deductible Health Plan (HDHP), or substantially similar plan, with shared in network (\$2000/\$4000) and out of network (\$5000/\$6850) deductibles; medical cost of care edits and utilization management; prescription rider with mandatory generic substitution, cost of care edits and utilization management.

After the deductible, 0% co-insurance for in network, 80%/20% co-insurance for out of network, medical cost of care edits and utilization management, and the following or substantially similar, prescription drug rider with mandatory generic substitution, cost of care edits and utilization management, no annual limit and the following co-pays:

Retail (30 day supply)

\$10/generic

\$25/brand

\$40/non listed brand

Mail Order (90 day supply)

\$10/generic

\$50/brand

\$80/non preferred brand

Employees are required to open and maintain a Health Savings Account (HSA) in conjunction with the HDHP.

Employees are required to open and maintain a Health Savings Account (HSA) in conjunction with the HDHP.

To active employees enrolled in the HDHP, the Town will pay an annual total amount equivalent to fifty percent (50%) of the employee's respective in-network deductible (e.g. \$1,000/\$2,000 of \$2,000/\$4,000). This monetary payment will be made directly to the employee's HSA, provided the employee has set up an HSA.

From July 1, 2022 through June 30, 2024, the Town will make its contribution in one (1) annual installment on or about July 1. Effective July 1, 2024, the Town will make its contribution via two (2) equal installments, one-half on or about July 1, and one-half on or about January 1.

The Town's HSA contribution shall be pro-rated as of a new employee's date of enrollment in the HDHP, and new employees shall receive their first installment of such pro-rated contribution as soon as practicable following notification to the Town of their HSA information or their enrollment date, whichever is later. For contributions rendered annually, proration shall be by twelfths (twelve (12) months for annual payment) and by sixths for semi-annual payments (six (6) months per installment).

EXAMPLES:

For the first year of employment, a new employee starting on September 18, 2023 who elects to participate in the HDHP single coverage upon hire, shall receive a pro-rated contribution of the \$1,000 payment (i.e. the pro-rated amount of the full contribution (\$1,000) upon the later of their HDHP enrollment date or notification to the Town of their HSA information.

For the first year of employment, a new employee starting on September 18, 2024 who elects to participate in the HDHP family coverage upon hire, shall receive a pro-rated contribution of the \$1,000 payment (i.e. the pro-rated amount of the first installment (one-half (1/2)) of the full contribution (\$2,000)) upon the later of their HDHP enrollment date or notification to the Town of their HSA information. In January 2025, this employee shall receive the full amount of their second installment (the remaining half (\$1,000) of the total contribution (the full \$2,000), provided they remain employed by the Town at the time of such second installment.

Employees who are legally ineligible to open a HSA, but who enroll in the HDHP, will receive the contribution amount on a taxable basis.

NOTE: The Town's contribution(s) to an employee's HSA is not an element of the underlying insurance plan. The Town shall have no obligation to contribute to any retiree or other individual's HSA upon their separation from employment. Retiree health care entitlements are governed by Section 11 of Attachment D.

- B. Dental Coverage. Flexible Dental Plan or a substantially similar dental plan to that in effect immediately prior to the signing of this Agreement with a \$2000 cap effective July 1, 2016, subject to the co-insurance listed in 22.2.

- C. Alternative Plan. The Town may offer an alternative health insurance plan. Each employee may choose whether or not to enroll in any alternative plan. The Town reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternative plan.
- D. Workers' Compensation Insurance.
- E. A Group Life Insurance Policy in the principal sum of fifty thousand dollars (\$50,000).
- F. Effective July 1, 2001, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above. Employees choosing to decline coverage must do so in writing, stating the reason for declining coverage for themselves and/or dependents and providing evidence of other medical insurance coverage for themselves and dependents.

If employee, spouse or dependent declines coverage at enrollment or subsequent to enrollment, they can elect to pick up coverage again effective each July 1st. Election must be made prior to June 1st of the year. Election will be permitted at any time of the year upon the occurrence of the following:

- New dependent due to marriage, birth or adoption
- Loss of coverage for the employee, spouse or dependents under another plan
- Loss of employee, spouse or dependent COBRA coverage under another plan.

Coverage must be requested within 30 days of the occurrence. If coverage is added for any of the above reasons, it will begin on the first day of the month following submission of the enrollment application.

An employee who elects to waive coverage will receive payments of five hundred dollars (\$500) in January and five hundred dollars (\$500) in July for each year in which coverage is waived, provided that coverage has not been added within the six (6) month period preceding any payment.

- G. The Town will permit the Union to increase the benefit package for group medical insurance, prescription and dental riders, other than provided above and will administer the revised group program at no cost to the Union, the cost of additional benefit is to be borne by one hundred percent (100%) employee contributions.
- H. The co-insurance employees are required to pay shall be deducted bi-weekly from their paycheck.

22.2 A. Medical/Prescription/Dental Insurance.

Effective April 1, 2022, each employee shall be responsible for thirteen percent (13%) of the applicable allocated rate determined by the insurance carrier or administrator for the HDHP plan (medical and prescription insurance benefits) and dental plan, but excluding life insurance and accidental death and dismemberment.

Effective July 1, 2024, employees shall be responsible for thirteen and three-quarters percent (13.75%) of the applicable allocated rate determined by the insurance carrier or administrator for all HDHP health insurance benefits (including prescription and dental) but excluding life insurance and accidental death and dismemberment.

Effective June 30, 2025, employees shall be responsible for fourteen and one-half percent (14.5%) of the applicable allocated rate determined by the insurance carrier or administrator for all HDHP health insurance benefits (including prescription and dental) but excluding life insurance and accidental death and dismemberment.

- B. Employee insurance cost shares shall be made in twenty-four (24) equal installments over the fiscal year. No payments shall be made during the third pay period in a month.

22.3 Section 125 Plan. The Town will offer a pre-tax contribution for employees. This employee benefit is known as Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for group health insurance on a pre-tax, rather than an after-tax basis.

22.4 Non - Job Related Disability Payments.

- A. The Town shall provide non-job related disability leave for all bargaining unit members who have been employed by the Town in a permanent full-time position for one (1) year or more. During the period of such leave, employee shall receive bi-weekly payments equal to hourly rate at time of disability sixty percent (60%) of wages based on a forty (40) hour week for a period up to thirty nine (39) weeks. Payment shall be subject to withholding tax, social security and retirement deductions. Elective withholdings such as credit union may be discontinued upon proper notification to the Finance Office.
- B. Qualifications: To be eligible for disability leave, the length of absence must exceed twenty (20) working days and be due to non-job related injuries or illnesses. However, no payments shall be made if the absence is caused by, contributed to or is a consequence of an illegal act or work for another employer.

C. Employees must request disability leave in writing to their Department Head. The employee must be under the care of a physician or surgeon and have submitted along with the request for leave a letter from a physician or surgeon documenting the nature of the disability and that the employee is unable to perform the duties of his/her position as well as the estimated duration of absence. Leave shall be approved only up to estimated duration of absence. However, nothing herein shall preclude the Town from obtaining a second medical opinion as to the nature and extent of disability leave. No employee on disability leave may return to work without the written permission of a physician or surgeon. The appropriate Department Head, in conjunction with the Director of Health, shall make the final determination when and if an employee may return to his/her former position or a similar position within the same department or with the approval of the Town Manager, another position in the Town.

D. Other Provisions: While on disability leave employee shall not accrue sick or vacation time.

Anniversary/classification dates will be adjusted to reflect period of leave if it exceeds thirty (30) calendar days.

22.5 Retirement Plan. The Retirement Plan shall be attached to this contract, Attachment D.

ARTICLE 23-MAINTENANCE OF PRIVILEGES

23.1 It is mutually agreed that any and all privileges enjoyed by employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that the employees or the Town have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE 24-MISCELLANEOUS

24.1 Any employee on leave of absence for purposes of Jury Duty shall not be subject by reason of such absence to loss or reduction of Holiday, Annual Leave, Sick Leave or Military Leave privileges.

24.2 Any employee on leave of absence for purposes of field training in connection with membership in the National Guard, Naval Militia, Reserve Corps, or Organized Militia, shall not be subject by reason of such absence to loss or reduction of Holiday, Annual Leave, Sick Leave or Military privileges.

- 24.3 If an employee retires from the service of the Town and has accrued annual leave at the time of his retirement, he shall be entitled to an amount equivalent to the accrued annual leave up to the day of the month next preceding the day of retirement.
- 24.4 Call-In-Time - in the event an employee reports for work on his regular shift without having been previously notified not to report, he shall be given at least eight (8) hours work, or if no work is available, he shall be given eight (8) hours pay.
- 24.5 The Town will provide an annual tool replacement allowance of \$50.00 per year to employees in the following classifications: Heavy Equipment Mechanic, Equipment Mechanic and Chief Equipment Mechanic, Floor Leader.

Upon verification by the Assistant Director of Public Works and/or his/her designee, the Town shall also pay the replacement cost of tools broken in the course of employment to the employees in the above classifications. Provided, on or before 07/01 annually, the employees shall each provide an inventory of their tools to the Assistant Director of Public Works or his/her designee.

- 24.6 Anniversary Date shall affect longevity payments, annual leave, sick leave, seniority and retirement benefits. The Classification Date affects only the step-up for the yearly increment.
- 24.7 If an emergency situation arises at a pump station other than during regularly scheduled working hours, a mechanic or Operator according to the established call-in list shall be called in to evaluate the situation. If the mechanic determines that immediate action is required to alleviate the problem and such action necessitates entering a wet well, the mechanic shall call in a second employee to assist before entering the wet well.
- 24.8 After sixteen (16) consecutive hours of operations, provision shall be made for employees to have a four (4) hour paid rest period. Employee meal periods shall count as consecutive hours worked.
- 24.9 On-Call Provisions - Water Pollution Control Facility
- A. The Chief Mechanic and Chief Operator, along with the Operations Supervisor and Maintenance Supervisor, shall be assigned to be on call on a rotating, weekly basis. The Chief Mechanic and Chief Operator shall be compensated at their normal hourly rate for fifteen (15) hours for each week assigned to be on call.
- B. Employees on call shall be able to arrive at the Water Pollution Control Facility or designated emergency site within forty-five (45) minutes from receipt of call and failure to so respond shall be cause for disciplinary action. Employees responding to

a call shall receive overtime for the period of the call-in, in addition to the established pay for being on call.

24.10 Tuition Reimbursement

- A. In addition to training provided through the individual departments during normal working hours, the Town will reimburse the employee fifty percent (50%) of the tuition cost up to a maximum of four hundred dollars (\$400.00) per course for undergraduate, trade or certificate courses directly related to the employee's current position with the Town. To be eligible the employee must be enrolled in a degree or certificate program at an accredited college or university or trade school. The maximum number of courses per semester for which reimbursement shall be made is two (2).
- B. Employees seeking reimbursement for courses shall prior to the start of the course submit a Tuition Reimbursement Request Form to their Department Head containing a brief description of the course, tuition amount, and the college or university or school in which they are enrolled. The form will then be submitted to Human Resources for final approval. The employee will be notified whether or not the course meets the requirements for reimbursement.
- C. Upon completion of the course, the employee shall submit to the Human Resources Department a copy of the course grade. Reimbursement shall be by separate check and is contingent upon receiving a grade of "C" or above in undergraduate courses or a pass in pass/fail programs.
- D. Courses under this section are intended to be taken outside of normal work hours and shall not be considered hours worked. However, there may be special circumstances under which an employee may request to take a course during normal work hours, e.g., the course is only offered during the day. In this case, the employee may make a written request to their Department Head stating the reasons why they want to take a particular course(s). It shall then be up to the Department Head whether or not to allow the employee flexibility in schedule in order to attend the course(s). If permission is granted, the employee still must work their regular number of hours per week. In no case shall an employee be compensated for or become eligible for overtime solely as a result of time spent attending classes under this section. The decision of the Department Head shall be based on departmental needs and shall not be grievable.
- E. The rationale for Town reimbursement of the cost of such courses and classes is that such courses significantly improve the work of the employee, thereby benefiting the Town as well as the employee. Therefore, if the employee voluntarily resigns from Town employment, the following percentages of the Town's contributions shall be

refunded to the Town either by direct payment prior to leaving employment or by the withholding of the appropriate portion of the employee's termination pay in accordance with the following provisions:

If the employee leaves within one (1) year	100% returned
If the employee leaves within one (1) to two (2) years	80% returned
If the employees leaves within two (2) to three (3) years	50% returned
Over three (3) years	No return

- 24.11 Copies of Contract: The Town shall provide the Union with a number of copies of the contract so that every member of the bargaining Unit shall be given a copy with five (5) additional copies supplied.

ARTICLE 25-DURATION

- 25.1 This Agreement shall be effective from July 1, 2022 and shall remain in full force and effect until June 30, 2025. This Agreement shall continue in full force and effect from year to year unless either party shall on or before December 1, 2024 give notice by certified mail to the other party of intention to terminate or amend.

IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures as of this 17th day of October, 2023.

UNITED STEELWORKERS,
AFL-CIO-CLC

David McCall,
President

John E. Shinn,
International Secretary-Treasurer

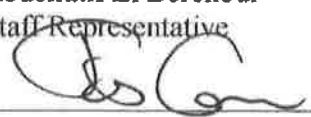
Emil Ramirez,
Vice President, Administration

Kevin Mapp,
Vice President, Human Affairs

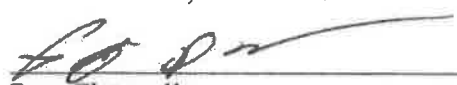
David M. Wasiura,
Director, District 4



Abdellatif El Berchoui
Staff Representative



Travis Comeau
Unit President, LU 9411-03



Pete Chappelle
Negotiating Committee



Dan Fleury
Negotiating Committee

Negotiating Committee

FOR THE COMPANY
Town of Groton



John Burt
Town Manager



Arnetia Green
Director of HR/Risk Management

ATTACHMENT A-EXPERIENCE REQUIREMENTS

Following are the experience requirements for the classifications covered by this Agreement. These requirements must be met in order for an individual to be hired or promoted into the classification. Newly hired employees shall be required to have a valid driver's license at time of appointment. The requirements may be waived only upon the recommendation of the Department Head and the written approval of the Director of Human Resources who shall notify the Union of the reason for the waiver. The Town shall reimburse employees who obtain a CDL license the difference in cost between the CDL and a regular driver's license.

The Town will pay for one (1) exam required for a higher certification. If the employee fails the first test, the Town will reimburse the employee only for any subsequent test that he/she passes. The Town also will pay for CEUs approved by the Director and required to maintain certifications, as approved by the Director.

The following requirements, in addition to any set forth in the job descriptions for these positions, shall apply to all bargaining unit employees.

- 1) Maintainer: Two- (2) years full time work experience. Valid driver's license. Ability to read and comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job.
- 2) Equipment Operator: Ability to read and comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job; CDL - B license with two (2) years work experience arising out of the voluntary snowplow list, or two (2) years experience as a Groundskeeper or a Maintainer, or two (2) years related experience in equipment operation; demonstrated ability to operate applicable equipment measured by passing of test prior to end of probationary period. Must also obtain the following before end of probationary period: CDL-B tank endorsement (N); (WPCD) Collection System Operator Certification (WPCD).
- 3) Heavy Equipment Operator: Two (2) years experience as Equipment Operator. Demonstrated ability to operate equipment at completion of probationary period measured by passing of test. CDL-A, within six (6) months, on the condition the Town provides regular training during the six (6) month period.
- 4) Landfill Operator: Three (3) years experience as Equipment Operator or one (1) year as Heavy Equipment Operator. Demonstrated ability to operate equipment at completion of probationary period measured by passing of test. CDL-A.

- 5) Senior Equipment Operator: Two (2) years experience as Heavy Equipment or Landfill Operator. CDL-A. Demonstrated ability to operate equipment at completion of probationary period measured by passing of test.
- 6) Groundskeeper: Ability to read and comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job. Minimum of two (2) years related experience in operation of grounds-keeping equipment measured by passing of test prior to completion of probationary period. Valid driver's license and must obtain operational spray license issued by Department of Environmental Protection prior to completion of probationary period.
- 7) Chief Groundskeeper: Four (4) years experience as Groundskeeper. Valid driver's license. With course work in turf management preferred. Must have or be able to obtain within one (1) year an operational spray license.
- 8) Solid Waste Inspector: High school education or equivalent and two (2) years full time work experience. Valid driver's license.
- 9) Weighmaster Clerk: Four (4) years full time work experience, high school graduate or equivalent with demonstrated mathematical and recordkeeping abilities. Valid driver's license. Must have or be able to obtain within six (6) months of the appointment a Connecticut State Public Weigher's license.
- 10) Custodian: Two (2) years full time work experience, some building maintenance experience preferred. Ability to read and comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job.
- 11) Maintenance Worker: Ability to read and comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job. Valid driver's license. Four (4) years full time work experience including three (3) years in a building trade or as a Facilities Maintenance Technician. Employees applying for this position from within the bargaining unit may satisfy this requirement by demonstrating experience in construction or maintenance work. Demonstrated ability to perform maintenance work as measured by completion of Facilities Maintenance Program and HVAC training provided by the Town within the six (6) month probationary period.
- 12) Chief Equipment Mechanic: Six (6) years experience in repair of motor vehicles/equipment with demonstrated ability to repair all town equipment. Requires certification as ASE Master Auto Mechanic and Master Truck Mechanic. Must within one (1) year of appointment complete formalized instruction in basic welding.

Any Equipment Mechanic who meets the experience and certification requirements listed above for Chief Equipment Mechanic, shall advance to the classification of Chief Equipment Mechanic.

- 13) Equipment Mechanic: Four (4) years experience in repair of motor vehicles/equipment. Ability to read and comprehend procedures, policies, documents, and directives that are necessary to the safe performance of the job. Graduation from high school or vocational school preferred. Valid driver's license. ASE A1 or T1 or T2 certification required. Mechanics assigned to the Public Works Department must within six (6) months of appointment to Equipment Mechanic obtain a CDL-B license.
- 14) Heavy Equipment Mechanic: Four (4) years experience as Equipment Mechanic; demonstrated ability to repair heavy equipment. Valid driver's license.
- 15) Operator Trainee (WPCF): Must pass State of Connecticut Class I Wastewater Treatment Plant Operator exam within twelve (12) months of starting as Operator Trainee. Upon passing Class I exam, promoted to Transitional Operator.
- 16) Transitional Operator (WPCF): Must pass State of Connecticut Class II Wastewater Treatment Plant Operator exam within twelve (12) months of starting as Transitional Operator. Upon passing Class II exam, promoted to Operator.
- 17) Operator (WPCF): Upon completion of time in grade, becomes State of Connecticut Class II Water Treatment Plant Operator. Must then possess and maintain State of Connecticut Class II Wastewater Treatment Plant Operator Certificate. Must remain current and in compliance with Connecticut Certification regulations and any mandatory requirements, continuing education and/or trainings, as they may change from time to time.
- 18) Senior Operator (WPCF): Must possess and maintain State of Connecticut Class III Wastewater Treatment Plant Certificate. Must remain current and in compliance with Connecticut Certification regulations and any mandatory requirements, continuing education and/or trainings, as they may change from time to time. Must possess England Water Environmental Association (NEWEA) Lab Analyst Class I Certificate (or Director approved equivalent).
- 19) Shift Operator (WPCF): Must possess State of Connecticut Class III or Class IV Wastewater Treatment Plant Certificate. Must remain current and in compliance with Connecticut Certification regulations and any mandatory requirements, continuing education and/or trainings, as they may change from time to time. Must possess New England Water Environmental Association (NEWEA) Lab Analyst Class I Certificate (or Director approved equivalent).
- 20) Mechanic Trainee (WPCF): Must pass the Connecticut Class I Wastewater Treatment Plant Operator exam within twelve (12) months of hire. Obtain the NEWEA Grade 2 Collection Systems Certificate within twelve (12) months of hire based on class availability. Once employee passes Grade 2 Collection System exam, employee is promoted to Mechanic (WPCF).
- 21) Mechanic (WPCF): Must hold State of Connecticut Class I Wastewater Treatment Operator in Training status and possess NEWEA Grade 2 Collection Systems Certificate.

22) Senior Mechanic (WPCF): Must hold State of Connecticut Class I Wastewater Treatment Operator in Training status and possess NEWEA Grade 3 or 4 Collection Systems Certificate. Thirty (30) CEU's of secondary education in a field the Director determines is related to the maintenance and repair of wastewater treatment facilities. Six (6) years of practical experience in maintenance and repair of wastewater treatment facilities. Substitutions for education and experience may be considered by the Director. Must be able to perform ordinary mathematical procedures through standard practical applications. Must successfully pass mathematical and practical tests. Examination will be given.

23) Chief Mechanic (WPCF): Must hold State of Connecticut Class I Wastewater Treatment Operator in Training status and possess have a NEWEA Grade 4 Collection Systems Certificate. Sixty (60) CEU's of secondary education in a field the Director determines is related to the maintenance and repair of wastewater treatment facilities. Seven (7) years of practical experience in maintenance and repair of wastewater treatment facilities. Substitutions for education and experience may be considered by the Director. Must be able to perform ordinary mathematical procedures through standard practical applications. Must successfully pass mathematical and practical tests.

24) Laboratory Technician: Associates Degree in physical, biological or engineering science and two (2) years relevant experience or a high school graduate and four (4) years industrial or wastewater laboratory experience. Must obtain Class I Wastewater Certification. Must possess New England Water Environmental Association (NEWEA) Lab Analyst Class II Certificate (or Director approved equivalent). Valid driver's license.

ATTACHMENT B-JOB CLASSIFICATIONS AND EQUIPMENT OPERATIONS

The following is a list of job classifications covered under this contract. Listed underneath each classification are those items of equipment, and the operation thereof, that are considered to be, but not limited to, the responsibilities and duties of employees within this classification. All employees are authorized to perform all duties in classifications lower than that in which they are presently employed, but may not perform work included in a higher classification unless the employee is compensated at the rate of the higher classification.

Maintainer - All vehicles which do not require a CDL license, excluding the bucket truck and all vehicles listed under Equipment Operator or Heavy Equipment Operator, but including manual and power driven tools used to cut wood and metal and other materials, 1 1/2 CY dump truck, stake bed truck, all pickups with or without plows, automobiles, vans, step vans, boom mowers/sickle mowers, and all attachments to these vehicles including snowplows, jet sanders and power tools; pavement saws, chain saws, power mowers up to and including 86 inch decks, brush cutters, brush chippers, stump grinders, spray painters, hand operated power tools, carpentry tools, masonry tools, painting tools, sign installation, cement mixer, line painting, snow blowers/small tractor plows, air compressor, computers, portable pumps with less than a 4-inch suction/discharge, portable generators 5.5 kw and less, jack hammer, paver hammer (hand held), earth auger (power hand), power lawn sweeper, field groomer, sod cutter, leaf vacuum and string trimmer. Maintainer may perform miscellaneous carpentry, painting, paint spraying, line and sign painting, less skilled grounds maintenance work and masonry work.

Equipment Operator - All tools and equipment operated by Maintainers, plus all vehicles requiring a CDL-B license, excluding those specifically listed under Heavy Equipment Operator, and including two (2) axle dump trucks, ten wheeled dump trucks, tri-axle dump trucks, grapple trucks, roll off containers, wheeled loaders with or without attachments or buckets, skid steer loaders, all rollers, sweepers, garbage trucks, wheeled backhoe, sewer jet truck, forklift, paver, and all attachments to the above vehicles, including snowplows, jet sanders and power tools, sewer inspection camera.

Heavy Equipment Operator - All equipment included under Equipment Operator and Maintainer and lowbed type trailer tractor. Bulldozers, concrete grooving saws, core drills, tracked excavator, tag-a-longs over ten thousand (10,000) lb., motor graders, power shovels, portable pumps with over a 4-inch suction/discharge and sewer vacuum units and other vehicles that must be operated with a CDL-A license.

Landfill Operator - All heavy equipment included under Heavy Equipment Operator, compactors, and track loaders.

Senior Equipment Operator - All heavy equipment included under Landfill Operator.

Groundskeeper - All tools and equipment operated by Maintainers. Dump truck one (1) ton, pickup truck one half (1/2) ton, pickup truck three quarter (3/4) ton, pickup truck 4 x 4, van truck

up to one (1) ton, stake body/box body truck to twenty-six thousand and one (26,001) pound (lb.) capacity. Trailers up to ten thousand (10,000) pound (lb.) capacity. Tractors up to one hundred (100) horse power, tractor loader up to one (1) cubic yard, tractor backhoe up to one quarter (1/4) cubic yard, tractor with snowplow/snowblower, tractor mowers up to eighteen feet (18') mowing width. Chain saws, power weed cutters, power brush cutters, power sprayers, aerators, lawn sweepers, power edgers, portable generators, radial arm saw, power top dressing machine, lawn roller, power line painter, over seeding machine, snowblower, ball field conditioner, power sod cutter, push mowers, trencher up to forty (40) horse power, bobcat loader to one half (1/2) cubic yard, power hand tools, pressure washer, pumps up to three inches (3"), reel mowers, rotary mowers, flail mowers, power leaf blowers, rotor tillers, brush chippers, stump grinders, power hedge trimmers, power pruners, cement mixer to two (2) cubic yard capacity.

Chief Groundskeeper - All equipment listed under Groundskeeper as well as computers and/or related equipment.

Solid Waste Inspector - Radio and all tools and equipment listed under Maintainer.

Weighmaster Clerk - Performs a variety of semi-skilled and skilled tasks related to use, minor maintenance, operation and record keeping of the landfill vehicle weighing scale and computerized recording system.

Custodian - Materials and both manual and power driven equipment and tools used in building maintenance and cleaning. Tools used in minor building and equipment repairs and maintenance; tools used in painting.

Maintenance Worker - Materials and both manual and power driven equipment and tools used in buildings, furnishings, electrical, heating and ventilation maintenance and repair. Operates bucket lift truck.

Equipment Mechanic - Manual and power driven equipment and tools and test equipment associated with the preventive maintenance and repair of all town equipment and vehicles up to and including heavy equipment. May operate mower as per past practice.

Heavy Equipment Mechanic/Welder - Manual and power driven equipment and tools and test equipment associated with heavy equipment, vehicles and mobile equipment maintenance and repair. Modern welding equipment, and stick welding.

Chief Equipment Mechanic - All tools and equipment operated by Equipment Mechanics; operation and use of welding equipment.

Mechanic/Operator Trainee (WPCF) - All equipment and tools listed under Operator and Mechanic WPCF.

Laboratory Technician - Equipment and tools associated with the sampling and testing of wastewater and other samples.

Operator (WPCF) - Operate and maintain wastewater treatment plant, sludge processing and disposal equipment, collection system equipment, portable power generating equipment over 5.5 kw. Use of related hand and power tools and test equipment.

Mechanic (WPCF) - Repair, maintain and operate wastewater treatment plant, sludge processing and disposal equipment, collection system equipment, portable power generating equipment over 5.5 kw. Use of related hand and power tools and test equipment.

Chief Mechanic (WPCF) - Repair, maintain and operate wastewater treatment plant, sludge processing and disposal equipment, collection system equipment, portable power generating equipment over 5.5 kw. Use of related hand and power tools and test equipment.

TOWN OF GROTON
Job Description

Job Title: Parks Leader
Department: Parks and Recreation, Parks Division
Reports To: Manager of Golf Course and Parks Maintenance
Position Status: Full Time
FLSA Status: Hourly/Non-Exempt
Union: USW
Pay Grade: Level 10
Prepared by: HR
Prepared Date: May 2016
Approved By: Town Council
Approved Date: June 21, 2016

POSITION OVERVIEW

Under the direction of the Manager of Golf Course and Parks Maintenance, performs or assists in a variety of tasks related to groundskeeping, landscaping, construction, repair and maintenance of grounds, equipment and facilities; does related work as required. Assigns work and provides direction to employees engaged in the maintenance of equipment and care of parks and recreational facilities. Insures for orderly work flow of equipment and parks maintenance, and notifies the next level of management when issues surface needing supervisory intervention.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties described below are the primary functions and duties of the classification. There may be other types of work that may be performed, and the omission of a particular duty or function does not exclude that duty or function from the classification, provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Performs a variety of semi-skilled and skilled tasks related to the maintenance of Town infrastructure and grounds to include, but not limited to, painting, paint spraying, line and sign installation, road maintenance tasks, sight line cutting, masonry work, mowing, trimming, pruning, planting shrubs, flowers, trees, planters, bed maintenance, grooming baseball fields, watering turf, event set up, brush cutting, and other similar tasks.

Ability to use all tools and equipment required for the maintenance of Town infrastructure to include, but not limited to, chain saws, power weed/brush cutters, hand operated power tools, manual and power driven tools to cut wood, metal, concrete and other materials, stump grinders, brush chippers, spray painters, masonry tools, sign installation tools, painting tools, cement mixer, ball field groomer, athletic field power line painter, power edger, power brooms, power mowers, to include greens mowers, apron and tee mowers, ride on mowers to 72 in. cut, push mowers and self-propelled walk behind mowers, walk behind power compactor, sand trap machine, cars, vans and trucks with or without trailers.

Assists immediate supervisor with long range maintenance, project planning and schedules. Implements remedial action in emergency situations. With supervisor approval, coordinates activities between various divisions and departments. Submits written reports, as required, pertaining to assigned duties. Must be able to respond to emergency call outs of Town personnel. Must possess considerable ability to establish and maintain effective and courteous working relationships with Town and public officials, residents, members of the general public, other departments and agencies, co-workers and volunteers.

QUALIFICATIONS

The skills and knowledge required would generally be acquired with a High School or Trade School Diploma with a minimum of six (6) years' experience in parks maintenance. Must have the ability to use and care for the tools of the trade, bench and testing equipment and maintain computerized databases for record keeping and reference.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess a valid driver's license with class CDL-B designation and operational spray license issued by DEEP.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee is frequently required to stand, walk, sit, kneel, bend and climb or balance. The employee will at times be exposed to solvents and lubricants.

The employee may have to ability to lift up to 20 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision and the ability to adjust focus. The employee will routinely be required to operate equipment, tools and machinery with high levels of noise and vibration.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential duties and functions of this job. While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is frequently exposed to wet and/or humid conditions. The employee is regularly exposed to moving mechanical parts, fumes or airborne particles. The noise level in the work environment is usually moderate.

Parks Leader – USW

TOWN OF GROTON
Job Description

Job Title: Operator Trainee – Water Pollution Control Facility
Department: Public Works
Reports to: Chief Plant Operator (operations supervisor)
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: USW / Level 3
Prepared By: Human Resources/Public Works
Prepared Date: June 2021
Approved By: Town Council
Approved Date: August 3, 2021

POSITION OVERVIEW

Under the direction of the Chief Operator assists in performance of any combination of the following tasks pertinent to maintaining and controlling the operation of the treatment plant and collection system in accordance with Federal and State laws and regulations and performs tasks as directed.

Ensures orderly work flow and notifies the next level of management when issues arise needing supervisory intervention.

DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Operates and maintains treatment facilities and equipment, including but not limited to valve and gates, pumps, engines, and generators either manually or by remote control to control flow and processing of wastewater, sludge and effluent. Monitors gauges, meters and control panels. Observes variations in operating conditions and interprets meter and gauge readings and test results. Extracts samples and performs routine tests and analysis as required. Keep simple records. Handles and mixes chemicals required in treatment. Keeps work areas clean and neat.

Operates and maintains Pump Stations, Collection System or other WPCD property, performs routine building maintenance work such as painting, cleaning, custodial work, etc. Perform site maintenance work such as snow removal, landscaping, sweeping etc. Assists other WPCD employees as directed, including but not limited to performing pump station, WPCD property, and collection system maintenance. Assist all tasks of WPCA as directed including but not limited to remove, repair, or install WPCA equipment and property.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

LICENSE & CERTIFICATION REQUIREMENTS

The following licenses are required for this position:

Must possess and maintain a valid Motor Vehicle Operator's License.

Class I Wastewater Treatment Plant Operator's Certificate must be obtained within 12 months of the start of this position. Once Class I DEEP Operator In Training Certificate (OIT) is obtained, promotion to Transitional Operator - WPCF.

State of Connecticut Wastewater Treatment Plant Licensing requirements are contained within the Wastewater Treatment Operator Regulations which are Sections 22a-416-1 to 22a-416-10 of the Regulations of Connecticut State Agencies. The most current requirements will apply.

QUALIFICATIONS

New hires subject to criminal background, drug testing and driving record checks prior to employment.

Must have High School graduate or equivalency certificate. Must be able to perform ordinary mathematical procedures through standard practical applications. Must successfully pass mathematical and practical tests. This is an entry level position.

Communicate – can effectively communicate in written and oral form with fellow WPCF employees to convey information and describe problems and solutions. Ability to communicate with operations staff.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, sit, and use hands to finger, feel, handle and reach. The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee may operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON

Job Description

Job Title: Transitional Operator – Water Pollution Control Facility
Department: Public Works
Reports to: Chief Plant Operator (operations supervisor)
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: USW / Level 4
Prepared By: Human Resources/Public Works
Prepared Date: June 2021
Approved By: Town Council
Approved Date: August 3, 2021

POSITION OVERVIEW

Under the direction of the Chief Operator, assists in performance of any combination of the following tasks pertinent to maintaining and controlling the operation of the treatment plant and collection system in accordance with Federal and State laws and regulations and performs tasks as directed.

Ensures orderly work flow and notifies the next level of management when issues arise needing supervisory intervention.

DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Operates and maintains treatment facilities and equipment, including but not limited to valve and gates, pumps, engines, and generators either manually or by remote control to control flow and processing of wastewater, sludge and effluent. Monitors gauges, meters and control panels. Observes variations in operating conditions and interprets meter and gauge readings and test results. Extracts samples and performs routine tests and analysis as required. Keep simple records. Handles and mixes chemicals required in treatment. Keeps work areas clean and neat.

Operates and maintains Pump Stations, Collection System or other WPCD property, performs routine building maintenance work such as painting, cleaning, custodial work, etc. Perform site maintenance work such as snow removal, landscaping, sweeping etc. Assists other WPCD employees as directed, including but not limited to performing pump station, WPCD property, and collection system maintenance. Assist all tasks of WPCA mechanics as directed including but not limited to remove, repair, or install WPCA equipment and property.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

LICENSE & CERTIFICATION REQUIREMENTS

The following licenses & certifications are required for this position:

Must possess and maintain a valid Motor Vehicle Operator's License.

Must possess a Connecticut Class I Wastewater Treatment Plant Operator In Training Certificate. Must pass the Connecticut Class II Operator exam within 12 months of starting this position. Once Class II Operator Certificate is obtained, promotion to Operator - WPCF.

State of Connecticut Wastewater Treatment Plant Certification requirements are contained within the Wastewater Treatment Operator Regulations which are Sections 22a-416-1 to 22a-416-10 of the Regulations of Connecticut State Agencies. The most current requirements will apply.

QUALIFICATIONS

New hires subject to criminal background, drug testing and driving record checks prior to employment.

Must be High School graduate or equivalency certificate. Must be able to perform ordinary mathematical procedures through standard practical applications. Must successfully pass mathematical and practical tests. Six (6) months practical experience in wastewater operations.

Communicate – can effectively communicate in written and oral form with fellow WPCF employees to convey information and describe problems and solutions. Ability to communicate with operations staff.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, sit, and use hands to finger, feel, handle and reach. The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee may operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON

Job Description

Job Title: Operator – Water Pollution Control Facility
Department: Public Works
Reports to: Chief Plant Operator (operations supervisor)
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: USW / Level 7
Prepared By: Human Resources/Public Works
Prepared Date: June 2021
Approved By: Town Council
Approved Date: August 3, 2021
Revision Date: July 2023
Approved Date: [RATIFICATION DATE BY TOWN COUNCIL]

POSITION OVERVIEW

Under the direction of the Chief Operator, assists in performance of any combination of the following tasks pertinent to maintaining and controlling the operation of the treatment plant and collection system in accordance with Federal and State laws and regulations and performs tasks as directed.

Ensures orderly work flow and notifies the next level of management when issues arise needing supervisory intervention.

DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Operates and maintains treatment facilities and equipment, including but not limited to valve and gates, pumps, engines, and generators either manually or by remote control to control flow and processing of wastewater, sludge and effluent. Monitors gauges, meters and control panels. Observes variations in operating conditions and interprets meter and gauge readings and test results. Extracts samples and performs routine tests and analysis as required. Keep simple records. Handles and mixes chemicals required in treatment. Keeps work areas clean and neat.

Operates and maintains Pump Stations, Collection System or other WPCD property, performs routine building maintenance work such as painting, cleaning, custodial work, etc. Perform site maintenance work such as snow removal, landscaping, sweeping etc. Assists other WPCD employees as directed, including but not limited to performing pump station, WPCD property, and collection system maintenance. Assist all tasks of WPCA mechanics as directed including but not limited to remove, repair, or install WPCA equipment and property.

May stand in as Lab Tech as assigned during Lab Tech absence.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

LICENSE & CERTIFICATION REQUIREMENTS

The following licenses & certifications are required for this position:

Must possess and maintain a valid Motor Vehicle Operator's License.

Must possess a Connecticut Class II Wastewater Treatment Plant Operator's Certification or Class II Operator in Training certificate. Once licensed as a Class II Operator, must remain current and in compliance with Connecticut certification regulations and any new mandatory requirements or continuing education and training the state may impose.

State of Connecticut Wastewater Treatment Plant Certification requirements are contained within the Wastewater Treatment Operator Regulations which are Sections 22a-416-1 to 22a-416-10 of the Regulations of Connecticut State Agencies. The most current requirements will apply

QUALIFICATIONS

New hires subject to criminal background, drug testing and driving record checks prior to employment.

Criminal background, drug testing and driving record checks required prior to employment. High School graduate or equivalency certificate. Must be able to perform ordinary mathematical procedures through standard practical applications. Must successfully pass mathematical and practical tests. Eighteen (18) months practical experience in wastewater operations.

Communicate – can effectively communicate in written and oral form with fellow WPCF employees to convey information and describe problems and solutions. Ability to communicate with operations staff.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, sit, and use hands to finger, feel, handle and reach. The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee may operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON
Job Description

Job Title: Shift Operator – Water Pollution Control Facility
Department: Public Works
Reports to: Chief Operator
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: USW / Level 10
Prepared By: Human Resources/Public Works
Prepared Date: June 2021
Approved By: Town Council
Approved Date: August 3, 2021
Revision Date: July 2023
Approved Date: [RATIFICATION DATE BY TOWN COUNCIL]

POSITION GOALS

Assists Chief Plant Operator in performance of any combination of the following tasks pertinent to maintaining and controlling the operation of the treatment plant and collection system and performs tasks as directed.

Performs WPCF operator duties when required.

Serves as Duty Supervisor as scheduled.

In accordance with CGS 22a-416, when the Chief Operator is unavailable, the Shift Operator assumes the duties and responsibilities of the Chief Operator.

DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Provides technical direction and assigns work to employees engaged in the operation of the equipment, and monitors and adjusts the treatment processes. Monitors the performance of all equipment, gauges and charts in the treatment plant; records or causes to be recorded statistical data concerning plant operations; operates and maintains assigned equipment; monitors lab test results for trend analysis and ensures records of analyses and test results are maintained; evaluates data and writes reports as required.

Ensures orderly work flow and notifies the next level of management when issues arise needing supervisory intervention.

Monitors activities of laboratory personnel including sample collection and determination of concentrations of chemical, physical or biological characteristics of wastewater required in accordance with local, state and federal requirements; gathers and tests wastewater samples for plant efficiency reports as required.

Monitors results of quality control tests on lab equipment and lab analyses; ensures laboratory personnel conduct testing properly and accurately. Ensures laboratory testing is conducted and reported in accordance with the National Pollution Discharge Elimination System (NPDES) permit.

Notifies Chief Operator and other department personnel as appropriate for the circumstances. Can be called as needed to assist with emergencies.

When laboratory technician is unavailable, trains lesser skilled operators in acceptable lab methods and procedures to ensure accuracy of test results. May stand in as Lab Tech as assigned during Lab Tech absence.

Trains lesser skilled operators

Assigns duties to operators

Performs WPCF operator duties when required.

Serves as Duty Supervisor on a regular, rotational basis. As Duty Supervisor, provides initial response to emergency calls about treatment plant or collection system problems. Diagnoses issues, obtains appropriate staff or contractor resources, follows up via telephone or in person to verify resolution of problem. Interacts with property owners and other town employees and departments during correction of the issue as required.

When serving as "Chief Operator", has ultimate supervisory responsibility for the operation of the WPCF. Uses laboratory results and operations data to determine appropriate modifications to flow rates, aeration, chlorine concentration and other plant processes to ensure effluent compliance with permit requirements. Ensures the department complies with the requirements proscribed within the plant's NPDES permit.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

LICENSE & CERTIFICATION REQUIREMENTS

Shall possess and maintain a valid Motor Vehicle Operator's License.

Shall possess a Connecticut Class III or IV Wastewater Treatment Plant Operator's Certificate. Must remain current and in compliance with Connecticut certification regulations and any new mandatory requirements or continuing education and training the state may impose.

QUALIFICATIONS

New hires subject to criminal background, drug testing and driving record checks prior to employment.

Must successfully pass mathematical and practical tests.

Communicate – can effectively communicate in written and oral form with fellow WPCF employees to convey information and describe problems and solutions. Ability to communicate with operations staff, and to give instructions to properly operate the WPCF.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, sit, and use hands to finger, feel, handle and reach. The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee may operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON

Job Description

Job Title:	Senior Operator – Water Pollution Control Facility
Department:	Public Works
Reports to:	Chief Plant Operator (operations supervisor)
FLSA Status:	Hourly/Non-Exempt
Union/Pay Grade:	USW / Level 9
Prepared By:	Human Resources
Prepared Date:	June 2021
Approved By:	Town Council
Approved Date:	August 2021

POSITION OVERVIEW

Under the direction of the Chief Operator, assists in performance of any combination of the following tasks pertinent to maintaining and controlling the operation of the treatment plant and collection system in accordance with Federal and State laws and regulations and performs tasks as directed.

Ensures orderly work flow and notifies the next level of management when issues arise needing supervisory intervention.

When the Shift Operator is absent or unavailable, the senior plant operator assigns the work of all operators assigned to work during that period.

DUTIES AND RESPONSIBILITIES

The essential functions or duties listed above are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Operates and maintains treatment facilities and equipment, including but not limited to valve and gates, pumps, engines, and generators either manually or by remote control to control flow and processing of wastewater, sludge and effluent. Monitors gages, meters and control panels. Observes variations in operating conditions and interprets meter and gage readings and test results. Extracts samples and performs routine tests and analysis as required. Keep simple records. Handles and mixes chemicals required in treatment. Keeps work areas clean and neat.

Trains new or lesser trained operators. Assists all tasks of Lab Technician as directed. Stands in as Lab Tech as assigned during Lab Tech absence. Operates and maintains Pump Stations, Collection System or other WPCD property, performs routine building maintenance work such as painting, cleaning, custodial work, etc. Perform site maintenance work such as snow removal, landscaping, sweeping etc. Assists other WPCD employees as directed, including but not limited

to performing pump station, WPCD property, and collection system maintenance. Assist all tasks of WPCA mechanics as directed including but not limited to remove, repair, or install WPCA equipment and property.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

LICENSE & CERTIFICATION REQUIREMENTS

The following licenses and certifications are required for this position:

Must possess and maintain a valid Motor Vehicle Operator's License.

Must possess a Connecticut Class III or IV Wastewater Treatment Plant Operator's Certification. Once certified as a Class III Operator, must remain current and in compliance with Connecticut certification regulations and any new mandatory requirements or continuing education and training the state may impose.

Must possess a New England Water Environmental Association (NEWEA) Lab Analyst Class I certification (or Director approved equal).

State of Connecticut Wastewater Treatment Plant Certification requirements are contained within the Wastewater Treatment Operator Regulations which are Sections 22a-416-1 to 22a-416-10 of the Regulations of Connecticut State Agencies. The most current requirements will apply.

QUALIFICATIONS

New hires subject to criminal background, drug testing and driving record checks prior to employment.

Criminal background, drug testing and driving record checks required prior to employment. High School graduate or equivalency certificate. Two (2) years practical experience in wastewater operations including at least 6 months Operator experience at Town of Groton WPCF. Must successfully pass mathematical and practical test.

Communicate – can effectively communicate in written and oral form with fellow WPCF employees to convey information and describe problems and solutions. Ability to communicate with operations staff.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, sit, and use hands to finger, feel, handle and reach. The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee may operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON
Job Description

Job Title: Mechanic Trainee – Water Pollution Control Facility
Department: Public Works
Reports to: Facilities & Maintenance Supervisor
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: USW / Level 3
Prepared By: Human Resources/Public Works
Prepared Date: June 2021
Approved By: Town Council
Approved Date: August 3, 2021

POSITION OVERVIEW

Under the direction of the Facilities & Maintenance Supervisor assists in performance of any combination of the following tasks pertinent to maintaining and controlling the operation of the treatment plant and collection system in accordance with Federal and State laws and regulations and performs tasks as directed.

Ensures orderly work flow and notifies the next level of management when issues arise needing supervisory intervention.

DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are the primary functions and duties of the classification. There may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Operates, maintains, & repairs treatment facilities and equipment, including but not limited to valve and gates, pumps, engines, and generators either manually or by remote control diagnose, evaluate & repair WPCF equipment. Monitors gauges, meters and control panels. Observes variations in operating conditions and interprets meter and gauge readings and test results. Keep simple records. Keeps work areas clean and neat.

Operates and maintains Pump Stations, Collection System or other WPCD property, performs routine building maintenance work such as painting, cleaning, custodial work, etc. Perform site maintenance work such as snow removal, landscaping, sweeping etc. Assists other WPCD employees including mechanics as directed, including but not limited to performing pump station, WPCD property, and collection system maintenance.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

LICENSE & CERTIFICATION REQUIREMENTS

The following licenses & certifications are required for this position:

Must possess and maintain a valid Motor Vehicle Operator's License.

Must pass the Connecticut Class I Wastewater Treatment Plant Operator exam within 12 months of hire. Obtain the NEWEA Grade 2 Collection Systems Certificate within 12 months of hire based on class availability. Once Grade 2 Collection systems certification is passed, promotion to Mechanic - WPCF.

State of Connecticut Wastewater Treatment Plant Certification requirements are contained within the Wastewater Treatment Operator Regulations which are Sections 22a-416-1 to 22a-416-10 of the Regulations of Connecticut State Agencies. The most current requirements will apply.

QUALIFICATIONS

New hires subject to criminal background, drug testing and driving record checks prior to employment.

High School graduate or equivalency certificate. Must be able to perform ordinary mathematical procedures through standard practical applications. Must successfully pass mathematical and practical tests. This is an entry level position.

Communicate – can effectively communicate in written and oral form with fellow WPCF employees to convey information and describe problems and solutions. Ability to communicate with operations staff.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, sit, and use hands to finger, feel, handle and reach. The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee may operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON

Job Description

Job Title: Mechanic – Water Pollution Control Facility
Department: Public Works
Reports to: Facilities & Maintenance Supervisor
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: USW / Level 7
Prepared By: Human Resources/Public Works
Prepared Date: June 2021
Approved By: Town Council
Approved Date: August 3, 2021

POSITION OVERVIEW

Under the direction of the Facilities & Maintenance Supervisor assists in performance of any combination of the following tasks pertinent to maintaining and controlling the operation of the treatment plant and collection system in accordance with Federal and State laws and regulations and performs tasks as directed.

Ensures orderly work flow and notifies the next level of management when issues arise needing supervisory intervention.

DUTIES AND RESPONSIBILITIES

The essential functions or duties listed above are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Operates, maintains, & repairs treatment facilities and equipment, including but not limited to valve and gates, pumps, engines, and generators either manually or by remote control to diagnose, evaluate and repair WPCF equipment. Monitors gauges, meters and control panels. Observes variations in operating conditions and interprets meter and gauge readings and test results. Keep simple records. Keeps work areas clean and neat.

Operates and maintains Pump Stations, Collection System or other WPCD property, performs routine building maintenance work such as painting, cleaning, custodial work, etc. Perform site maintenance work such as snow removal, landscaping, sweeping etc. Assists other WPCD employees including mechanics as directed, including but not limited to performing pump station, WPCD property, and collection system maintenance.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

LICENSE & CERTIFICATION REQUIREMENTS

The following licenses & certifications are required for this position:

Must possess and maintain a valid Motor Vehicle Operator's License.

Must hold Connecticut Class I Wastewater Treatment Plant Operator Certificate and possess NEWEA Grade 2 Collection Systems Certificate.

State of Connecticut Wastewater Treatment Plant Certification requirements are contained within the Wastewater Treatment Operator Regulations which are Sections 22a-416-1 to 22a-416-10 of the Regulations of Connecticut State Agencies. The most current requirements will apply.

QUALIFICATIONS

New hires subject to criminal background, drug testing and driving record checks prior to employment.

High School graduate or equivalency certificate. Must successfully pass mathematical and practical tests.

Communicate – can effectively communicate in written and oral form with fellow WPCF employees to convey information and describe problems and solutions. Ability to communicate with operations staff.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, sit, and use hands to finger, feel, handle and reach. The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee may operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON
Job Description

Job Title: Senior Mechanic – Water Pollution Control Facility
Department: Public Works
Reports to: Facilities & Maintenance Supervisor
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: USW / Level 8
Prepared By: Human Resources/Public Works
Prepared Date: June 2021
Approved By: Town Council
Approved Date: August 3, 2021

POSITION OVERVIEW

Under the direction of the Facilities & Maintenance Supervisor assists in performance of any combination of the following tasks pertinent to maintaining and controlling the operation of the treatment plant and collection system in accordance with Federal and State laws and regulations and performs tasks as directed.

Ensures orderly work flow and notifies the next level of management when issues arise needing supervisory intervention.

When Chief Mechanic is absent or unavailable, the senior mechanic assigns work to other mechanics and assists when need

DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Operates, maintains, & repairs treatment facilities and equipment, including but not limited to valve and gates, pumps, engines, and generators either manually or by remote control to diagnose, evaluate and repair WPCF equipment. Monitors gauges, meters and control panels. Observes variations in operating conditions and interprets meter and gauge readings and test results. Keep simple records. Keeps work areas clean and neat.

Operates and maintains Pump Stations, Collection System or other WPCD property, performs routine building maintenance work such as painting, cleaning, custodial work, etc. Perform site maintenance work such as snow removal, landscaping, sweeping etc. Assists other WPCD

employees including mechanics as directed, including but not limited to performing pump station, WPCD property, and collection system maintenance.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

LICENSE & CERTIFICATION REQUIREMENTS

The following licenses are required for this position:

Must possess and maintain a valid Motor Vehicle Operator's License.

Must possess a Connecticut Class I Wastewater Treatment Plant Operator In Training Certificate and a NEWEA Grade 3 or 4 Collection Systems Certificate.

State of Connecticut Wastewater Treatment Plant Certification requirements are contained within the Wastewater Treatment Operator Regulations which are Sections 22a-416-1 to 22a-416-10 of the Regulations of Connecticut State Agencies. The most current requirements will apply.

QUALIFICATIONS

New hires subject to criminal background, drug testing and driving record checks prior to employment.

High School graduate or equivalency certificate. 30 CEU's of secondary education in a field the Director determines is related to the maintenance and repair of wastewater treatment facilities. Six (6) years of practical experience in maintenance and repair of wastewater treatment facilities. Substitutions for education and experience may be considered by the Director. Must be able to perform ordinary mathematical procedures through standard practical applications. Must successfully pass mathematical and practical tests. Examination will be given.

Communicate – can effectively communicate in written and oral form with fellow WPCF employees to convey information and describe problems and solutions. Ability to communicate with operations staff.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, sit, and use hands to finger, feel, handle and reach. The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee may operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON
Job Description

Job Title: Chief Mechanic – Water Pollution Control Facility
Department: Public Works
Reports to: Facilities & Maintenance Supervisor
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: USW / Level 9
Prepared By: Human Resources/Public Works
Prepared Date: June 2021
Approved By: Town Council
Approved Date: August 3, 2021

POSITION OVERVIEW

Under the direction of the Facilities & Maintenance Supervisor assists in performance of any combination of the following tasks pertinent to maintaining and controlling the operation of the treatment plant and collection system in accordance with Federal and State laws and regulations and performs tasks as directed.

Ensures orderly work flow and notifies the next level of management when issues arise needing supervisory intervention.

DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are the primary functions and duties of the classification. In addition to being able to perform all duties of a lower classification, there may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the classification provided the duty or function is similar in work, related to the work or logically assigned to the classification.

Operates, maintains, & repairs treatment facilities and equipment, including but not limited to valve and gates, pumps, engines, and generators either manually or by remote control to diagnose, evaluate & repair WPCF equipment. Monitors gauges, meters and control panels. Provides technical direction and assigns work to employees in the operation and repair of equipment. Ensures orderly work flow and notifies the next level of management when issues arise needing supervisory intervention. Observes variations in operating conditions and interprets meter and gauge readings and test results. Keep simple records. Evaluates data and write reports as required. Keeps work areas clean and neat.

Operates and maintains Pump Stations, Collection System or other WPCD property, performs routine building maintenance work such as painting, cleaning, custodial work, etc. Perform site maintenance work such as snow removal, landscaping, sweeping etc. Assists other WPCD employees including mechanics as directed, including but not limited to performing pump station, WPCD property, and collection system maintenance.

Serves as Duty Supervisor on a regular, rotational basis. As Duty Supervisor provides initial response to emergency calls about the treatment plant or collection system problems. Diagnoses issues, obtains appropriate staff or contractor resources, follows up via telephone or in person to verify resolution of problem. Interacts with property owners and other town employees and departments during correction of the issue as required.

Considerable ability to establish and maintain effective and courteous working relationships with residents, members of the general public, other departments and agencies, co-workers and volunteers.

LICENSE & CERTIFICATION REQUIREMENTS

The following licenses are required for this position:

Must possess and maintain a valid Motor Vehicle Operator's License.

Must possess a Connecticut Class I Wastewater Treatment Plant Operator In Training Certificate and NEWEA Grade 4 Collection Systems Certificate or Director approved equivalent.

State of Connecticut Wastewater Treatment Plant Certification requirements are contained within the Wastewater Treatment Operator Regulations which are Sections 22a-416-1 to 22a-416-10 of the Regulations of Connecticut State Agencies. The most current requirements will apply.

QUALIFICATIONS

New hires subject to criminal background, drug testing and driving record checks prior to employment.

High School graduate or equivalency certificate. 60 CEU's of secondary education in a field the Director determines is related to the maintenance and repair of wastewater treatment facilities. Seven (7) years of practical experience in maintenance and repair of wastewater treatment facilities. Substitutions for education and experience may be considered by the Director. Must be able to perform ordinary mathematical procedures through standard practical applications. Must successfully pass mathematical and practical tests.

Communicate – can effectively communicate in written and oral form with fellow WPCF employees to convey information and describe problems and solutions. Ability to communicate with maintenance and operations staff.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand, walk, sit, and use hands to finger, feel, handle and

reach. The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 60 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is exposed to moving mechanical parts and outside weather conditions. The noise level in the work environment is usually moderate. The employee may operate typical business office equipment, including computer hardware.

ACCOMMODATIONS

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

TOWN OF GROTON

Job Description

Job Title: Skilled Building Technician
Department: Public Works, Facility Management Services
Reports To: Public Works Building and Fleet Supervisor
Position Status: Full Time
FLSA Status: Hourly/Non-Exempt
Union/Pay Grade: USW / Level 7
Prepared By: HR
Prepared Date: November 2015
Approved By: Town Council
Approved Date: January 2016

POSITION OVERVIEW

Under direct guidance of the Public Works Building and Fleet Supervisor or designee, performs multi-craft, skilled and semi-skilled work involving maintenance and repair of facilities and Mechanical, Electrical and Plumbing (MEP) systems. Responsibilities include, for example, operation, troubleshooting and repair of mechanical, electrical, plumbing, Heating, Ventilation and Air Conditioning (HVAC) and life safety, security, and emergency generators. Performs work assignments of at least journeyman level in one (1) of the areas of the maintenance of buildings and their related MEP or HVAC systems. Routine assignments include the use of diagnostic tools, interpreting test results and determining corrective action. Work assignments are provided by the Supervisor and the employee may work independently or with others; in certain circumstances, teamwork will be required to carry out assignments. Sound interpersonal skills are required. Employee may act as the Town representative with contracted personnel performing work.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Performs technical repair and makes recommendations for installation, operation, maintenance, repair and alteration of heating, air conditioning, ventilation, refrigeration, water, sewer, gas systems and elevator maintenance.

Assists in the development of preventative maintenance schedules and replacement programs.

Understands and applies operating instructions, safety and maintenance procedures.

Prepares and or obtains estimates for contract maintenance and assigned projects; schedules and inspects contractor's performance of the work.

Evaluates and make recommendations concerning supplies and equipment offered by vendors for possible use in the facilities.

Runs various computer programs and systems.

Creates and/or obtains a bill of materials.

Performs emergency repairs required for the safety and preservation of buildings, equipment and occupants of the facility. Work may be performed outside of regularly scheduled work hours.

Collects, maintains, monitors and utilizes a variety of records and information through the use of written and computerized maintenance management systems.

Operates security alarms, locks and opens Town facilities, and assumes the responsibility for building security.

Establishes and maintains effective and courteous working relationships with State and Federal officials, Town officials, public officials, the general public, other departments and agencies, and co-workers.

Regular attendance is a requirement of this position.

****The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.****

OTHER JOB FUNCTIONS

Performs related work as required.

LICENSE AND CERTIFICATION REQUIREMENTS

Must possess and maintain a valid Motor Vehicle Operator's license.

QUALIFICATIONS

Graduation from a related vocational course of study or equivalent experience with not less than five (5) years employment in the construction or maintenance field including at least three (3) years employment in the special trade skill, preferably in the field of facility maintenance and repair. In lieu of these requirements, an equivalent combination of experience and apprentice, vocational school, or on the job training may be accepted.

Considerable knowledge of the methods, materials, tools, and practices of at least one (1) of the following trades: carpentry, electrical, plumbing, steamfitter, boilerman, HVAC mechanic.

Skilled in the use of a computer.

Ability to perform at a journeyman level in at least one (1) of the trades.

Ability to work from rough sketches and blueprints.

Knowledge and understanding of safety codes and procedures and their application in occupied buildings.

Ability to read and write English.

Ability to understand and follow oral and written instructions.

Ability to read and write all associated materials instructions and reports related to job.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position. The employee must possess sufficient physical strength to withstand the strain of long hours of varied manual labor. Considerable physical strength and stamina is required.

While performing the duties of this job the employee is frequently required to: hear; speak; stand; sit; walk; bend; twist; stoop; kneel; crouch or crawl; climb stairs to various levels; use hands to finger, handle, feel or operate objects, tools or controls; use wrists for repetitive motion; reach with hands and arms; uses hand and arms in handling, installing, positioning and moving materials and manipulating things.

The employee must have the ability to lift, move and otherwise manipulate, on a regular basis, up to fifty (50) pounds and exert a minimal of 100 pounds of force. Occasionally, the employee will lift, move and otherwise manipulate up to ninety (90) pounds with or without assistance.

Specific vision abilities required by the job include close vision, distant vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. The employee must have the ability to detect or tell the differences between sounds that vary in pitch and loudness. Hand-eye coordination is necessary to operate equipment.

Employee must be free from mental and physical disorders that would interfere with performance of duties as described, and have the mental capacity to handle stressful situations, physical danger and risk of serious injury to person and others. Ability to maintain his/her composure with the public and coworkers in everyday, stressful and emergency situations. Employee may occasionally have to function in situations where subjected to aggressive verbal behavior.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable

accommodations will be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. The employee may occasionally work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays. The employee must be able to meet deadlines with severe time constraints. The noise level in the work environment is usually moderate.

****The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.****

ATTACHMENT C-CMT II

Employees holding the position of Certified Maintenance Technician II as of July 1, 2015 are grandfathered in their positions. The position of CMT II otherwise ceased to exist effective July 1, 2011

ATTACHMENT D-PENSION AGREEMENT

THE PENSION AGREEMENT WILL BE AFFIXED TO THE END OF THE CONTRACT.

ATTACHMENT E-PAY PLAN EFFECTIVE 7/1/2022

USW PAY PLAN 7/1/2022

2.75% General Wage Increase

POSITION		1	2	3	4	5	6	7	8
Maintainer		\$22.43	\$23.36	\$24.24	\$25.20	\$26.12	\$27.18	\$28.22	\$29.34
Custodian		\$22.88	\$23.77	\$24.72	\$25.63	\$26.65	\$27.70	\$28.78	\$29.89
Solid Waste Inspector		\$22.88	\$23.77	\$24.72	\$25.63	\$26.65	\$27.70	\$28.78	\$29.89
Mech/Opr Trainee		\$24.24	\$25.20	\$26.12	\$27.18	\$28.22	\$29.34	\$30.44	\$31.69
Equipment Operator		\$24.24	\$25.20	\$26.12	\$27.18	\$28.22	\$29.34	\$30.44	\$31.69
Weighmaster Clerk		\$24.24	\$25.20	\$26.12	\$27.18	\$28.22	\$29.34	\$30.44	\$31.69
Groundskeeper		\$24.24	\$25.20	\$26.12	\$27.18	\$28.22	\$29.34	\$30.44	\$31.69
Maintenance Worker		\$24.72	\$25.63	\$26.65	\$27.70	\$28.78	\$29.89	\$31.06	\$32.26
Transitional Operator		\$24.72	\$25.63	\$26.65	\$27.70	\$28.78	\$29.89	\$31.06	\$32.26
Hvy Equipment Operator		\$26.12	\$27.18	\$28.22	\$29.34	\$30.44	\$31.69	\$32.89	\$34.18
Equipment Mechanic		\$27.18	\$28.22	\$29.34	\$30.44	\$31.69	\$32.89	\$34.18	\$35.53
Landfill Operator		\$27.18	\$28.22	\$29.34	\$30.44	\$31.69	\$32.89	\$34.18	\$35.53
Operator (WPCF)		\$27.70	\$28.78	\$29.89	\$31.06	\$32.26	\$33.57	\$34.84	\$36.21
Laboratory Tech		\$27.70	\$28.78	\$29.89	\$31.06	\$32.26	\$33.57	\$34.84	\$36.21
Mechanic (WPCF)		\$27.70	\$28.78	\$29.89	\$31.06	\$32.26	\$33.57	\$34.84	\$36.21
Skilled Building Technician		\$27.70	\$28.78	\$29.89	\$31.06	\$32.26	\$33.57	\$34.84	\$36.21
Senior Mechanic		\$28.22	\$29.34	\$30.44	\$31.69	\$32.89	\$34.18	\$35.53	\$36.93
Hvy Equipment Mechanic	x	\$28.22	\$29.34	\$30.44	\$31.69	\$32.89	\$34.18	\$35.53	\$36.93
Sr Equipment Operator	x	\$28.22	\$29.34	\$30.44	\$31.69	\$32.89	\$34.18	\$35.53	\$36.93
Chief Groundskeeper		\$28.22	\$29.34	\$30.44	\$31.69	\$32.89	\$34.18	\$35.53	\$36.93
Senior Operator		\$28.78	\$29.89	\$31.06	\$32.26	\$33.57	\$34.84	\$36.21	\$37.65
Chief Equip Mechanic		\$28.78	\$29.89	\$31.06	\$32.26	\$33.57	\$34.84	\$36.21	\$37.65
Chief Mechanic (WPCF)		\$28.78	\$29.89	\$31.06	\$32.26	\$33.57	\$34.84	\$36.21	\$37.65
Shift Operator		\$31.06	\$32.26	\$33.57	\$34.84	\$36.21	\$37.65	\$39.13	\$40.87
Floor Leader		\$31.06	\$32.26	\$33.57	\$34.84	\$36.21	\$37.65	\$39.13	\$40.87
Parks Leader		\$31.06	\$32.26	\$33.57	\$34.84	\$36.21	\$37.65	\$39.13	\$40.87
X= Grandfathered Positions									

ATTACHMENT F-PAY PLAN EFFECTIVE 7/1/2023

USW PAY PLAN 7/1/2023

2.75% General Wage Increase

POSITION		1	2	3	4	5	6	7	8
Maintainer		\$23.05	\$24.00	\$24.91	\$25.90	\$26.84	\$27.92	\$28.99	\$30.14
Custodian		\$23.51	\$24.42	\$25.40	\$26.33	\$27.39	\$28.46	\$29.57	\$30.71
Solid Waste Inspector		\$23.51	\$24.42	\$25.40	\$26.33	\$27.39	\$28.46	\$29.57	\$30.71
Mech/Opr Trainee		\$24.91	\$25.90	\$26.84	\$27.92	\$28.99	\$30.14	\$31.28	\$32.56
Equipment Operator		\$24.91	\$25.90	\$26.84	\$27.92	\$28.99	\$30.14	\$31.28	\$32.56
Weighmaster Clerk		\$24.91	\$25.90	\$26.84	\$27.92	\$28.99	\$30.14	\$31.28	\$32.56
Groundskeeper		\$24.91	\$25.90	\$26.84	\$27.92	\$28.99	\$30.14	\$31.28	\$32.56
Maintenance Worker		\$25.40	\$26.33	\$27.39	\$28.46	\$29.57	\$30.71	\$31.92	\$33.15
Transitional Operator		\$25.40	\$26.33	\$27.39	\$28.46	\$29.57	\$30.71	\$31.92	\$33.15
Hvy Equipment Operator		\$26.84	\$27.92	\$28.99	\$30.14	\$31.28	\$32.56	\$33.79	\$35.13
Equipment Mechanic		\$27.92	\$28.99	\$30.14	\$31.28	\$32.56	\$33.79	\$35.13	\$36.51
Landfill Operator		\$27.92	\$28.99	\$30.14	\$31.28	\$32.56	\$33.79	\$35.13	\$36.51
Operator (WPCF)		\$28.46	\$29.57	\$30.71	\$31.92	\$33.15	\$34.49	\$35.80	\$37.20
Mechanic (WPCF)		\$28.46	\$29.57	\$30.71	\$31.92	\$33.15	\$34.49	\$35.80	\$37.20
Skilled Building Technician		\$28.46	\$29.57	\$30.71	\$31.92	\$33.15	\$34.49	\$35.80	\$37.20
Senior Mechanic		\$28.99	\$30.14	\$31.28	\$32.56	\$33.79	\$35.13	\$36.51	\$37.94
Laboratory Tech**		\$28.99	\$30.14	\$31.28	\$32.56	\$33.79	\$35.13	\$36.51	\$37.94
Hvy Equipment Mechanic	x	\$28.99	\$30.14	\$31.28	\$32.56	\$33.79	\$35.13	\$36.51	\$37.94
Sr Equipment Operator	x	\$28.99	\$30.14	\$31.28	\$32.56	\$33.79	\$35.13	\$36.51	\$37.94
Chief Groundskeeper		\$28.99	\$30.14	\$31.28	\$32.56	\$33.79	\$35.13	\$36.51	\$37.94
Senior Operator		\$29.57	\$30.71	\$31.92	\$33.15	\$34.49	\$35.80	\$37.20	\$38.68
Chief Equip Mechanic		\$29.57	\$30.71	\$31.92	\$33.15	\$34.49	\$35.80	\$37.20	\$38.68
Chief Mechanic (WPCF)		\$29.57	\$30.71	\$31.92	\$33.15	\$34.49	\$35.80	\$37.20	\$38.68
Shift Operator		\$31.92	\$33.15	\$34.49	\$35.80	\$37.20	\$38.68	\$40.20	\$42.00
Floor Leader		\$31.92	\$33.15	\$34.49	\$35.80	\$37.20	\$38.68	\$40.20	\$42.00
Parks Leader		\$31.92	\$33.15	\$34.49	\$35.80	\$37.20	\$38.68	\$40.20	\$42.00
X= Grandfathered Positions									

**** Laboratory Tech rate listed here is effective as of Ratification Date. From July 1, 2023 until such Ratification Date, the applicable wage rates are as follows:**

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
\$28.46	\$29.57	\$30.71	\$31.92	\$33.15	\$34.49	\$35.80	\$37.20

ATTACHMENT G-PAY PLAN EFFECTIVE 7/1/2024

USW PAY PLAN 7/1/2024

2.75% General Wage Increase

POSITION		1	2	3	4	5	6	7	8
Maintainer		\$23.68	\$24.66	\$25.59	\$26.61	\$27.58	\$28.69	\$29.79	\$30.97
Custodian		\$24.16	\$25.09	\$26.10	\$27.05	\$28.14	\$29.25	\$30.38	\$31.56
Solid Waste Inspector		\$24.16	\$25.09	\$26.10	\$27.05	\$28.14	\$29.25	\$30.38	\$31.56
Mech/Opr Trainee		\$25.59	\$26.61	\$27.58	\$28.69	\$29.79	\$30.97	\$32.14	\$33.45
Equipment Operator		\$25.59	\$26.61	\$27.58	\$28.69	\$29.79	\$30.97	\$32.14	\$33.45
Weighmaster Clerk		\$25.59	\$26.61	\$27.58	\$28.69	\$29.79	\$30.97	\$32.14	\$33.45
Groundskeeper		\$25.59	\$26.61	\$27.58	\$28.69	\$29.79	\$30.97	\$32.14	\$33.45
Maintenance Worker		\$26.10	\$27.05	\$28.14	\$29.25	\$30.38	\$31.56	\$32.79	\$34.06
Transitional Operator		\$26.10	\$27.05	\$28.14	\$29.25	\$30.38	\$31.56	\$32.79	\$34.06
Hvy Equipment Operator		\$27.58	\$28.69	\$29.79	\$30.97	\$32.14	\$33.45	\$34.72	\$36.09
Equipment Mechanic		\$28.69	\$29.79	\$30.97	\$32.14	\$33.45	\$34.72	\$36.09	\$37.51
Landfill Operator		\$28.69	\$29.79	\$30.97	\$32.14	\$33.45	\$34.72	\$36.09	\$37.51
Operator (WPCF)		\$29.25	\$30.38	\$31.56	\$32.79	\$34.06	\$35.44	\$36.79	\$38.23
Mechanic (WPCF)		\$29.25	\$30.38	\$31.56	\$32.79	\$34.06	\$35.44	\$36.79	\$38.23
Skilled Building Technician		\$29.25	\$30.38	\$31.56	\$32.79	\$34.06	\$35.44	\$36.79	\$38.23
Senior Mechanic		\$29.79	\$30.97	\$32.14	\$33.45	\$34.72	\$36.09	\$37.51	\$38.99
Laboratory Tech**		\$29.79	\$30.97	\$32.14	\$33.45	\$34.72	\$36.02	\$37.51	\$38.99
Hvy Equipment Mechanic	x	\$29.79	\$30.97	\$32.14	\$33.45	\$34.72	\$36.09	\$37.51	\$38.99
Sr Equipment Operator	x	\$29.79	\$30.97	\$32.14	\$33.45	\$34.72	\$36.09	\$37.51	\$38.99
Chief Groundskeeper		\$29.79	\$30.97	\$32.14	\$33.45	\$34.72	\$36.09	\$37.51	\$38.99
Senior Operator		\$30.38	\$31.56	\$32.79	\$34.06	\$35.44	\$36.79	\$38.23	\$39.75
Chief Equip Mechanic		\$30.38	\$31.56	\$32.79	\$34.06	\$35.44	\$36.79	\$38.23	\$39.75
Chief Mechanic (WPCF)		\$30.38	\$31.56	\$32.79	\$34.06	\$35.44	\$36.79	\$38.23	\$39.75
Shift Operator		\$32.79	\$34.06	\$35.44	\$36.79	\$38.23	\$39.75	\$41.31	\$43.15
Floor Leader		\$32.79	\$34.06	\$35.44	\$36.79	\$38.23	\$39.75	\$41.31	\$43.15
Parks Leader		\$32.79	\$34.06	\$35.44	\$36.79	\$38.23	\$39.75	\$41.31	\$43.15
X= Grandfathered Positions									

**AGREEMENT PROVIDING FOR PENSIONS
FOR MEMBERS OF THE UNITED STEELWORKERS OF AMERICA
LOCAL 9411-03**

SECTION 1 - DEFINITIONS

The following words and phrases as used in this agreement, unless a different meaning is plainly required by the context, shall have the following meanings:

- A) AVERAGE ANNUAL PAY: the average of the highest three years annual pay.
- B) ANNUAL PAY: Effective July 1, 2000 the annual salary or wages for service to the Town for one (1) year plus longevity and overtime payments up to \$6,000 per year. One (1) year shall be the one (1) year period immediately proceeding the effective date of the employee's retirement.
- C) RETIREMENT SYSTEM: the plan for retirement of Town employees covered by this agreement.
- D) RETIREMENT BOARD and THE BOARD: the Board established by the Town Charter for the management of the retirement fund.
- E) PENSION: a payment made to an employee according to the provisions of this agreement other than a return of contributions.
- F) "HE" and "HIS" shall connote "SHE" and "HER" as appropriate.
- G) RETIREMENT FUND: the fund derived from contributions made as herein provided for the payment of pensions under this agreement.
- H) REGULAR INTEREST: interest compounded annually on the last day of the fiscal year at the rate determined from time to time by the retirement board.
- I) FISCAL YEAR: the twelve months from July first (1st) of any year to June thirtieth (30th) of the following year, both dates inclusive.

SECTION 2 - RETIREMENT BOARD

The management of the retirement system shall be vested in a Retirement Board constituted, appointed and with powers as provided in Section 5.5 of the Charter of the Town of Groton. The Board shall be the trustee of the Retirement Fund and shall have full power to control investments of the same in accordance with the laws of the state governing the investment of trust funds. Responsibility for the administration of the plan, unless otherwise provided herein, shall rest with the Director of Administrative Services who has been designated by the Town Manager as Plan Administrator.

SECTION 3 - APPLICABILITY

This agreement shall apply to all full-time employees in the classifications covered by the collective bargaining agreement between the Town of Groton and the United Steelworkers of America Local 9411-03. Each eligible employee, who shall enter the classified service of the Town at any time, shall be required to participate in the retirement system, and such participation shall be a condition of continued employment.

SECTION 4 - CONTRIBUTIONS BY THE TOWN

The Town shall pay into the Retirement Fund such amounts, in addition to contributions of the employees, that are actuarially necessary to provide future pensions on account of service rendered by employees subsequent to the date upon which each shall begin participation in the Retirement System. Whenever the retirement benefits payable to employees are increased by an amendment to this agreement, the Town shall also be liable to the Retirement Fund for an actuarially determined amount on account of future pensions representing services rendered prior to the effective date of such amendment, adequate to compensate the Retirement Fund for the difference between monies received from other actuarial value of these prior services and the full actuarial value of the prior services, which amount shall be payable periodically as necessary to discharge such liability over a definite period not to exceed thirty (30) years; provided that in no fiscal year shall the payment made on this account be less than the regular interest on the amount of such liability still outstanding.

SECTION 5 - CONTRIBUTIONS OF EMPLOYEES

A) **CONTRIBUTION RATE:** the rate of contribution to be made by an employee participating in said Retirement System shall be 4% of annual pay. All contributions shall be collectible from the employee as deductions from pay and transmitted immediately to the Retirement Fund.

B) **RETURN OF CONTRIBUTION:** in the event of termination of employment of any employee from the Retirement System, provided that he does not elect to leave his contributions in the Retirement Fund as provided herein, or in the event of his death prior to the effective date of his retirement, the Fund shall pay to him or to his legal representative an amount equal to his contributions under this section, plus regular interest thereon compounded annually; or, at the death of an employee subsequent to the effective date of his retirement, provided he has not elected the contingent beneficiary option or the ten year certain option, the amount of any excess of his accumulated contributions under this section, plus regular interest thereon compounded annually; or, at the death of an employee subsequent to the effective date of his retirement, provided he has not elected the contingent beneficiary option or the ten (10) year certain option, the amount of any excess of his accumulated contributions as of such effective date of retirement over pension payments made to him; or, in the event of the discontinuance of the Retirement System in whole or in part, an amount equal to his accumulated contributions and interest thereon.

SECTION 6 - VESTING

No employee shall have a vested interest in any funds of the Retirement System, other than in an amount equal to his own contributions plus regular interest thereon, except that upon termination of employment after at least five (5) years of continuous service an employee shall be 100% vested in the Town's contributions and, provided he shall elect to leave his contributions in the Retirement Fund, shall be entitled to receive a deferred retirement benefit computed as provided in Section 9 for normal retirement, commencing at the earliest date on which he could have retired under Section 7 if he had continued in the service of the Town.

SECTION 7 - RETIREMENT ELIGIBILITY

A) **NORMAL RETIREMENT:** Any member of the Retirement System who has completed ten (10) years of continuous service as an employee of the Town of Groton and has attained the age of sixty (60) years or has completed five (5) years of continuous service as an employee of the Town of Groton and has attained the age of sixty-five (65) years or has attained the age of fifty-five (55) and has completed twenty-five years (25) of continuous service as an employee of the Town of Groton shall be eligible for retirement for superannuation under the provisions of this agreement.

1) In lieu of an annual Pension payment an Employee shall have the option to receive their retirement benefit as an actuarially equivalent lump sum payment calculated using UP-84 Mortality table on a unisex basis with an 8% interest rate.

B) **EARLY RETIREMENT:** Any member of the Retirement System who does not meet these age and service requirements, but who has attained the age of fifty and has completed twenty-five (25) years of continuous service as an employee, may be granted an early retirement in accordance with the following table:

Age	Reduction Factor
50	85%
51	88%
52	91%
53	94%
54	97%
55	100%

C) Any such eligible member may retire from service by filing with the Director of Administrative Services a written statement duly attested, setting forth at what time, subsequent to the date of filing thereof, but not earlier than thirty days (30) subsequent to the date of filing thereof, the desire to be retired.

Upon certification from the Director of Administrative Services that the member meets the eligibility requirement for retirement, the Retirement Board shall by resolution authorize payment of benefits from the retirement fund in accordance with the provisions of this agreement.

D) **DISABILITY RETIREMENT:** Any member of the Retirement System, who, after ten (10) years of continuous service as an employee of the Town, shall be totally and permanently disabled, except as a result of his own willful misconduct, from earning compensation at any employment may be retired for disability according to the provisions of this agreement; provided proof of total disability is established to the satisfaction of the Board in accordance with the following procedure. The request for disability retirement shall be submitted in writing to the Director of Administrative Services, who shall cause examinations to be made by at least two impartial medical examiners; the results of which shall be presented to the Board. However, if it is shown to the satisfaction of the Board that such total disability was sustained during the performance of essential duties pertaining to his employment by the Town, the member shall be eligible to retirement for disability, irrespective of duration of his employment.

SECTION 8 - CONTINUOUS YEARS OF SERVICE

In the case of absence from employment for more than one (1) year, the Retirement Board shall determine the period within which the employee may return without breaking the continuity of his service. Reinstatement of an employee in the Retirement System shall be conditioned upon such medical examinations as the Board may prescribe. In no event will reinstatement be permitted if the employee has received a refund of his contribution to the system upon his former withdrawal from the system; such employee shall be deemed to be a new employee from the date of such reemployment or resumption, and his period of continuous service shall be counted from such date.

In the case of eligible employees of the Town who were such prior to July 31, 1962, credit shall be given for service prior to August 1, 1962 only to the extent that the employee has made the contributions required with respect to such service according to the provisions of this agreement.

The period during which any employee is on leave of absence for service in the military forces of the United States in time of war, or for compulsory service in the military or in computing length of service, provided that the employee shall have received an honorable discharge or certificate of satisfactory completion of service and shall have returned to the employ of the Town within ninety (90) days after such discharge, or completion of service, except this period may be further extended from time to time by the Retirement Board in its sole discretion for disability incurred in the course of such service.

SECTION 9 - RETIREMENT BENEFITS

A) **NORMAL RETIREMENT:** The Retirement Board shall pay to each member of the retirement system who has been retired for superannuation, according to the provisions of this agreement, a pension for life in an amount determined as follows: two percent (2%) of his average annual pay multiplied by the number of years of his continuous service with the Town up to thirty (30) years of service and one and one-half percent (1 ½%) of average annual pay multiplied by years of continuous service thereafter. Once the employee reaches the maximum retirement benefit as defined under Section 10B, the employee's contribution rate shall be reduced to 0%.

B) **DISABILITY RETIREMENT:** The Retirement Board shall pay to each member who has been retired for disability, according to the provisions of this agreement, a pension during the continuance of such disability in an amount determined as in the case of a member retiring for superannuation, as provided herein, but based upon his average annual pay and continuous service prior to the date of his retirement for disability. The Board may, from time to time, call for medical evidence that the employee continues totally disabled. If the Retirement Board shall, upon competent medical evidence, conclude that the disability for which the employee is receiving a pension no longer exists, or if it be established that such employee is engaged in gainful occupation, the Board shall thereupon order a discontinuance of the pension payable to such employee and he shall be entitled to any excess of his accumulated contributions as of the date of commencement of disability over the amount of disability pension paid.

C) **OPTIONAL PENSION BENEFITS:** Each member of the Retirement System shall have the option to be exercised by written direction to the Retirement Board, at any time at least six (6) months prior to the commencement of his pension benefits, or at any time within such six (6) month period, provided he furnishes evidence of good health satisfactory to the Retirement Board, to elect to have his pension paid according to either one of the following optional forms:

1. **Contingent Beneficiary Option:** An actuarially reduced pension benefit payable to him during his lifetime after retirement with all or part of such reduced pension benefit, as the member shall specify, to continue to a contingent beneficiary for his life after the death of a retired member.

2. **Ten Year Certain Option:** An actuarially reduced pension benefit payable to him during his lifetime, and in the event of his death within a period of ten (10) years after his retirement, the same reduced amount shall be paid for the remainder of such ten (10) year period to his designated beneficiary.

3. **Pop - Up Option:** An actuarially reduced pension benefit payable to him during his lifetime with all or part of such reduced pension benefit, as the member shall specify, to continue to a contingent beneficiary for his life after the death of a retired member. However, if the contingent beneficiary shall die before the retired member, the benefit paid to the retired member shall "pop-up" to the initial pension benefit in effect prior to the election of this option.

The reduced pension payable under the terms of these options shall be actuarially equivalent, to the pension otherwise payable in accordance with the provisions of this contract.

SECTION 10 - PAYMENT PROVISIONS

A) **NORMAL BENEFITS:** All pension payments shall represent completed months of retirement, and shall become due and payable to the person entitled thereto on the last day of each calendar month; provided the initial pension payment to a retired member shall be computed at the proportion of the amount of his regular monthly pension corresponding to the fraction of the month elapsed since the effective date of his retirement.

B) **MAXIMUM BENEFIT:** No pension paid to any member under this ordinance shall exceed seventy percent (70%) of his average annual pay.

C) **MINIMUM BENEFITS:** The Town guarantees that no pension for superannuation or for disability which shall become payable under this agreement shall be less than \$350.00 per month or the amount which the member's accumulated contributions will purchase according to the actuarial tables employed for this purpose, whichever is greater except that the minimum pension for years of continuous participation in the Retirement System shall be determined by multiplying the minimum monthly pension of \$350.00 by the ratio of the number of years of continuous participation to ten (10), i.e., an employee with nine (9) years of continuous participation would be entitled to a minimum pension of 9/10 of \$350.00. The Town also guarantees that no pension payable hereunder to an employee who was a member of the Retirement System on June 30, 1962 shall be less than the pension to which the employee would have been entitled under Number 378 of the Special Acts of 1943, as amended:

D) **DISABILITY BENEFITS:** No pension payable on account of total permanent disability sustained during the performance of essential duties pertaining to the Town, as provided herein, shall be less than four thousand two hundred dollars (\$4,200) per annum including any concurrent payment available under the Workmen's Compensation Act or under the Federal Social Security Act.

E) **CONTINGENT BENEFICIARY OPTION:** In the case of the contingent beneficiary option, the following rules shall apply. If a member who has elected this option dies before his actual retirement date, no benefits under this option shall be payable to his designated contingent beneficiary. If the contingent beneficiary of a member who has elected this option dies before the member's actual retirement date, the monthly pension benefit normally provided under this contract will be payable to the member upon his retirement as this option had not been elected. If the contingent beneficiary dies after the member's actual retirement date and prior to the death of the member, the amount of the pension payments which the retired member is then receiving will continue unchanged and will cease upon the member's death. Election of this option is conditional upon the designation of the name and sex of the contingent beneficiary and furnishing to the Retirement Board proof satisfactory to such board of the age of the contingent beneficiary prior to the member's retirement. Any change may be made in the election of this option provided that such change is made at least six months prior to the commencement of the member's pension benefits, or the Retirement Board may permit a change within such six month period provided the member and the proposed contingent beneficiary furnish to the Retirement Board evidence of good health satisfactory to such Board.

F) **TEN-YEAR CERTAIN OPTION:** In the case of the ten-year certain option, the following rules shall apply. If a member who has elected this option dies before his actual retirement date, no benefits shall be payable under this option. At any time, and from time to time, each member shall have the unrestricted right to designate the beneficiary to receive the death benefits, if any, provided for by this option, and to change any such designation. Each such designation shall be evidenced by a written instrument filed with the Retirement Board in such form as the Board may prescribe. If no such designation is on file with the Board at the time of death, or if for any reason such designation is defective, then the estate of such member shall be deemed to be the beneficiary designated to receive such benefits; in this event, the computed value off the balance of

payments, as determined by the Retirement Board, shall be paid in a lump sum to the estate of the deceased member.

G) PAYMENTS FOR ACCIDENTAL DEATH RESULTING FROM PERFORMANCE OR DUTY: If it shall be shown to the satisfaction of the Retirement Board that a member sustained bodily injuries effected directly or independently of all other causes through external violent and accidental means, while engaged in essential duties pertaining to his employment by the Town of Groton, and that such injuries, independently and exclusively of all other causes, and within nine (9) months from the date of the accident, caused the death of such member, the surviving spouse of such member shall be entitled to an annuity of four thousand two hundred dollars (\$4,200.00) payable in monthly installments, during her legal status as such, but for a period not to exceed ten (10) years, the first payment to become due one (1) month subsequent to the discontinuance of any payments of which the Town may be liable under the Workmen's Compensation Act. In the event that no surviving spouse shall survive the deceased member, or in case of the death of any such surviving spouse prior to her receipt of such annuity payments for a period of ten (10) years, the right to receive any remaining payments shall vest in the children of the deceased member, if any thereby, share and share alike, provided no payment shall be made to any such child after the attainment of his eighteenth (18th) birthday and provided the liability of the Town under this section shall be limited in any case to payments amounting to four thousand two hundred dollars (\$4,200.00) per annum for ten (10) years. The Town of Groton shall reimburse the Retirement Fund for all moneys paid out to beneficiaries in accordance with this section.

If the surviving spouse is entitled to benefits as a designated contingent beneficiary under Section 9, the spouse has the option to receive benefits under either section. However, the election of benefits must be made within ninety (90) days from receipt of a Notice from the Retirement Board requesting election of benefits.

SECTION 11 - INSURANCE COVERAGE

A. ELIGIBILITY

Employees hired before July 1, 2005 and retiring under section 7A under the provisions of this agreement may choose to continue to participate in the Town of Groton Group Insurance Plan for themselves and spouse. Coverage is contingent upon retiree paying as a deduction from his/her retirement benefit any applicable share of premium costs.

B. ELECTION OF COVERAGE

Such choice shall be made at the time of retirement. However, a retiree and/or spouse covered by another employer's health insurance plan may elect not to continue Town group insurance. Retiree and/or spouse choosing not to elect Town Group Insurance may choose to do so later provided they supply a certificate of prior coverage notating cancellation of prior coverage. Retiree and/or spouse electing to continue coverage at retirement may choose to stop coverage at a later date provided they show documentation of other coverage. Retiree and/or spouse may rejoin the plan at any time provided they show a certificate of prior coverage for re-entry.

Retiree shall choose one of the options below at retirement and/or at re-entry as indicated by paragraph b above. Choice shall be irrevocable for duration of coverage; i.e. may change upon reentering the plan.

OPTION 1

SCOPE OF COVERAGE UNDER AGE 65

The Preferred Provider Plan or a substantially similar managed care Point of Service plan and the prescription drug plan in effect for current employees with no annual maximum.

Flexible Dental Plan.

SCOPE OF COVERAGE OVER 65.

(If Medicare eligibility age changes due to social security reform, retirees will remain in the coverage outlined in the above paragraph until they reach eligibility)

Option 1A

UPON REACHING AGE 65, the Town will provide the following coverages for employees who have retired or will be retiring under the provisions of this agreement and their spouses upon reaching age 65 (note: Coverage is contingent upon eligibility for Medicare Parts A and B and D):

- o Blue Cross 65 High Option
- o Blue Shield 65 Plan 82
- o Blue Cross Major Medical (\$50,000 max \$100 deductible)

Option 1B

UPON REACHING AGE 65, the Town will provide the following coverages for employees who have retired or will be retiring under the provisions of this agreement and their spouses upon reaching age 65 (note: Coverage is contingent upon eligibility for Medicare Parts A and B) Employee and/or spouse if applicable must not be enrolled in Medicare Part D:

- o Blue Cross 65 High Option
 - o Blue Shield 65 Plan 82
 - o Blue Cross Major Medical (\$50,000 max \$100 deductible) or if available the Blue Cross Major Medical plan excluding prescription drug coverage provided the plan is otherwise substantially equivalent.
- Prescription drug plan in effect for current employees with no annual limit.
 - Flexible Dental Plan.

COST SHARE FOR RETIREE HEALTH COVERAGE

Age at Retirement	Premium Percentage Paid by Retiree	
	Retiree	Spouse*
65 AND ABOVE (1A)	5%	50%
65 AND ABOVE (1B)	10%	50%
60 - 65	15%	50%
55 - 59	20%	50%

* Percentage of additional cost above single coverage.

OPTION 2

SCOPE OF COVERAGE

The Preferred Provider Plan or a substantially similar managed care Point of Service Plan and prescription drug plan with no annual maximum in effect for current employees.

The Town shall pay 100% of the premium cost for the former employee and 50% of the premium cost for the spouse for the above coverages.

Upon reaching age 65, the Town will provide the following coverages for employees who have retired or will be retiring under the provisions of this agreement and their spouses upon reaching age 65 (note: coverage is contingent upon eligibility for Medicare Parts A and B):

Blue Cross 65 High Option
Blue Shield 65 Plan 82
Blue Cross Major Medical (\$50,000 max \$100 deductible)

The Town shall continue to pay 100% of the premium cost for the employee and 50% of the additional premium cost for their spouse.

ELECTIVE COVERAGES*

- The Prescription drug plan in effect for current employees with no annual maximum.
- Flexible Dental Plan.

*Retiree and/or spouse will be responsible for 100% of the cost of elective coverages.

SECTION 12 - EMPLOYEES OF CERTAIN POLITICAL SUBDIVISIONS

A) If an employee of a political subdivision of the Town terminates his or her employment with the subdivision and simultaneously becomes an employee of the Town, or if any employee of the Town terminates his or her employment with the Town and simultaneously becomes an employee of a political subdivision of the Town which has included its employees in the Retirement System, the retirement benefits of any such employee shall not be affected by any such change of employment provided that the contributions required from such employee are continued to be made by him or her to the Retirement Board and provided that the new employer of any such employee makes to the fund the contribution required from the employer on account of such employee.

B) If an individual is employed by both the town and a political subdivision of the Town which has included its employees in the Retirement System, the contributions of such an employee to the retirement fund and the benefits afforded such an employee shall be determined as though the services of such employee were performed solely for the Town provided that the employer's contributions to the fund for such employee shall be shared by the Town and the political subdivision, each being responsible for the proportion of the total employer's contribution as the pay received by such employee from each employer bears to the pay received by such employee from both employers. The collection of both the employee's and employer's contributions shall be in accordance with such rules and regulations as the Board may prescribe.

SECTION 13 - LIMITATIONS OF ACTION

No action for any amount due under the provisions of this agreement shall be brought but within six (6) years after the right of action shall accrue. Persons legally incapable of bringing an action when the right shall accrue may sue at any time within three years next after becoming legally capable of instituting suit. All amounts not claimed within said period shall remain absolutely apart of the retirement fund.

SECTION 14 - EXCEPTION FROM TAXATION

The right of any person to a pension or to the return of contributions, any benefit or right accrued or accruing to any person under the provisions of this act shall be exempt from any state or municipal tax, and exempt from levy and sale, garnishment, attachment or any other process, and shall be unassignable except as required by law.

SECTION 15 - ANNUAL REPORT

The Retirement Board shall file with the Town Council an annual report showing the financial condition of the Retirement System as of the end of the completed fiscal year, including an actuarial valuation of assets and liabilities, and setting forth such other facts, recommendations and date as may be of value to the members of the retirement system and the Town of Groton.

SECTION 16 - SPECIAL PROVISION FOR RETIREMENT OF CERTAIN EMPLOYEES

All provisions of the retirement system established for the employees of the Town of Groton by Number 378 of the Special Acts of 1943, as amended, shall continue to apply without change to all members retired prior to August 1, 1962, without regard to the terms of this amended ordinance.

SECTION 17 - RETIREES

The benefits being paid retirees shall be reviewed every two (2) years jointly by the Town and the union to determine if adjustments should be made. The Union may submit recommendations to the Town for consideration. Factors to be considered in determining whether an adjustment in benefits will be recommended shall include: increases in the cost of living, the financial condition of the retirement fund, in particular the rate of return on investments and the length of time since the last adjustment. Any recommended increases shall be forwarded to the Town Council.

If the parties cannot agree on a recommended adjustment, both the union and Town proposals may be submitted to the Town Council without recommendation. The recommended adjustment or proposals shall be forwarded to the Town Council on or about October 1st, beginning in 2000 with any increases to be effective the next July.

The decision of the Town Council shall be final and not subject to the grievance procedure, nor shall the process outlined in this section be considered interim bargaining under Section 7-473c C.G.S..

SECTION 18 - DURATION

This agreement shall be effective July 1, 2005 and remain in effect until July 1, 2013 and shall continue thereafter until a new agreement is reached by the parties. Negotiations shall be in accordance with Section 7-467 to 7-477 inclusive of the Connecticut General Statutes including any amendments thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Groton, Connecticut, on this 26th day of September, 2005.

UNITED STEELWORKERS OF
AFL-CIO-CLC

Michael Burnham
MICHAEL BURNAM
Staff Representative

TOWN OF GROTON

Douglas R Ackerman
DOUGLAS ACKERMAN
Director of Administrative Services

Joyce Sauchuk
JOYCE SAUCHUK
Manager of Labor Relations/Risk Management

LOCAL UNION COMMITTEE:

John F. [Signature]
S. Michael Burnham

