

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF ROCKY HILL**

**AND**

**THE NATIONAL ASSOCIATION OF**

**GOVERNMENT EMPLOYEES**

**LOCAL NO. RI- 266**

**IN EFFECT FROM JULY 1, 2010 THROUGH JUNE 30, 2014**

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## **AGREEMENT**

This Agreement is made by and between the Town of Rocky Hill (hereinafter referred to as “the Town”) and the National Association of Government Employees Local No. RI-266 (hereinafter referred to as the “Union”).

### **ARTICLE I RECOGNITION**

The Town recognizes the Union as the exclusive bargaining agent for all employees in the unit consisting of all custodial employees facilities trade mechanics (Electrician, HVAC Mechanic and Multi-Trades Mechanic) who work twenty (20) hours or more per week, excluding the custodian and custodian/cook who work in the Parks and Recreation Department and others who are members of another bargaining unit.

### **ARTICLE II MANAGEMENT RIGHTS**

It is recognized that the Town has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Town of Rocky Hill, its town and school buildings, in all its aspects: including but not limited to the following: to select, hire and demote employees; to discharge and otherwise discipline any employees; and to promote and lay off employees.

### **ARTICLE III NEGOTIATION OF SUCCESSOR AGREEMENT**

Not later than February 1, 2014, either party wishing to negotiate a successor agreement shall notify the other party in writing. The parties agree to meet within fourteen (14) days thereafter for negotiations. During negotiations and until a successor agreement is executed, this Agreement shall remain in effect.

### **ARTICLE IV UNION SECURITY**

SECTION 1. Each new employee, as condition of employment, shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed a “Union Service Fee.” Said “Union Service Fee” shall be an amount in accordance with law.

SECTION 2. The Town agrees to make dues deductions from the pay of members of the Union upon the receipt of a written authorization from the member. Payment of collected dues will be paid over to the Union, normally not later than the second Friday of each month after said dues are collected. The Union agrees to save the Town and its agent (s) harmless from claims, demands or judgments resulting from the implementation of this Article.

SECTION 3. The number of members of the Union negotiating committee to be granted leave under this Article shall be agreed upon in advance of the meeting by a representative of the Town and the Union. The number of staff to be so released would not exceed three (3) members. The purpose of this release is to negotiate the terms of a successor Agreement at sessions which, if scheduled during the working hours of the negotiating committee, are without loss of pay and which, if scheduled during non-working hours, are unpaid.

SECTION 4. Up to three (3) man days per year shall be granted for union business leave, to attend conventions or educational seminars of the Union, and any other off-duty Union business in this Section. No more than three (3) members shall be off duty on Union business leave with pay at the same time. The Union shall be required to submit the names of the three (3) members as far in advance as practicable.

## **ARTICLE V HOURS OF WORK**

SECTION 1. The normal work week for “traditional full-time custodial employees”, other than “floater employees”, shall consist of five (5) eight (8) hour days, Monday through Friday, provided that this shall not be claimed or construed as a promise or guarantee of any minimum number of days or hours of work. Included in the normal work week is one-half hour paid lunch/supper on the premises for employees scheduled to work a full forty (40) hour schedule. All employees will be required to work reasonable amounts of overtime if desired by the town in its discretion. Starting and finishing times shall be as determined by the Director of Facilities, Facilities Coordinator, Building Manager or Principal. Subject to change by the town in its discretion for operational or efficiency reasons, traditional (non-floater) custodial staff should be scheduled as follows;

- 1) The initial shift (the “first” or “day” shift) will begin within two hours of seven o’clock A.M .and end within two hours of three o’clock P.M;
- 2) The second( “evening “)shift will begin within two hours of 2:30 P.M. and end within two hours of 10:30 P.M;
- 3) A second daytime shift will begin within two hours of 10:00 A.M. and end within two hours of 6: 00 P.M.no employee is promised or guaranteed assignment to any established shift and no specific shifts are promised or guaranteed to be maintained by this Agreement. The Town maintains the right to establish new shifts or eliminate or restructure existing shifts at its discretion, after considering any input from the Union.

SECTION 2. Floating Custodians. Beginning in July, 1998, the Town may in its discretion employ two floating custodial employees. Floating custodians shall be flexible assignments and, in the Town’s discretion, either full time and/or part time. Floating custodians will be assigned to work nontraditional shifts and nontraditional work hours and may be assigned to work at more than one facility. Floating custodians shall be paid

according to the wage rate for their position set forth in the wage appendix to this contract, and shall receive overtime pay only after working over 40 hours in a single work week (no overtime premiums are paid except for hours worked in excess of 40 in a single week). In addition to performing a traditional assignment where needed, floating custodians may be used in areas where short term or long term supplementation of the work force is required, for special projects, to work buildings used by outside groups, and for other work assignments. It shall be the responsibility of the Town to determine when and where to assign floating custodians and to decide whether the job in question is to be performed by a floating custodian or by an employee assigned to the facility or location in question.

SECTION 3. An employee shall be paid at one and one-half times his regular basic rate for all work performed by him beyond the basic work week of forty (40) hours. For purposes of computing overtime, all paid time shall be considered as time worked.

SECTION 4. Minimum fees paid for activities or call-ins (not building checks) shall be three (3) hours; provided, however, the activities covered by this provision and the amount of time compensated shall be consistent with past practice. The Town shall not assign a custodian more work to avoid payment of the rental fee or to avoid payment of overtime. Building security checks shall be for actual time worked or a minimum of one (1) hour at two (2) times the hourly rate. In the event an employee is called back to work more than once during any three (3) hour period at a time not contiguous to his or her regular shift, the employee shall receive a minimum of three (3) hours pay for the first call back and pay for time not to exceed time actually worked for the subsequent call back(s).

A. The Facilities Trade Mechanic assigned to be “on call” from Friday at 4:30 PM until the following Friday at 4:30 PM shall be compensated a minimum of three (3) hours straight time. All payments shall be in accordance with Article V, Section 4.

SECTION 5. A two-hour minimum notice of cancellation for any rental shall be required or the minimum fee shall be paid to the employee.

SECTION 6. All overtime in each building shall be distributed in each building among off-duty employees assigned to that building on a fair and equal basis. In the event no employee volunteers for an overtime assignment, the administration may assign an employee within each building to perform the work on a rotating basis, commencing with the least senior to the more senior employee.

SECTION 7. When any regular employee (s) are transferred by the Town to a different position or assignment, whether on a temporary or permanent basis, or when the Town wishes to create a new or revised shift, the Town will consult with a representative (s) of the Union and consider their recommendations before finalizing the change.

SECTION 8. The Town shall pay two times the regular hourly rate for work performed on holidays and Sundays.

SECTION 9. In the event of weather emergencies involving snow, rain, wind, ice, electrical storms, hurricane, tornado and the like, bargaining unit members with the exception of HVAC and Electrical Mechanics, will be required to respond to perform outside building tasks such as snow removal, debris removal and other weather related outdoor tasks, including removal of snow from all sidewalks areas including those along the adjacent streets. Union members shall be subject to call in or hold over to perform the needed work.

The Town shall pay each employee who is available to respond to such emergencies an annual lump sum of \$400 payable in the first week of May. Employees will only be eligible for this stipend if attendance for weather related events is a minimum of 90%. Current employees who provide a note from their physician stating for medical reasons (outside of age) they cannot perform snow removal duties will be excused. These employees will not be eligible for the callout stipend. The Town reserves the right to require an exam by a physician of the Town's choice at the Town's expense, if for any reason they have cause to believe the employee is fit for snow removal.

For all employees hired after July 1, 2007 snow removal is a condition of employment.

SECTION 10. All parties who use Town facilities shall abide by Board of Education and Town policies.

SECTION 11. When a regular custodian who possesses a valid trade license is directed by the Town to perform maintenance work (other than his regular duties) such as heating, plumbing, electrical, etc., which maintenance work requires a specific trade license, then the employee will be paid an additional \$1.00 per hour for each hour worked which requires the employee's license. Whenever an employee is temporarily assigned to the duties of head custodian the employee will be paid an additional \$1.00 per each hour worked as head custodian.

## **ARTICLE VI LEAVES OF ABSENCE**

SECTION 1. Except as otherwise specifically provided, the following provisions shall apply to full-time employees.

SECTION 2. Personal Days: Each employee shall be granted with pay up to six (6) personal days (two (2) for part-time employees per year which may be used for personal business that cannot be conducted outside regular work hours. Personal days shall not be used to extend vacation time or to create long weekends. Personnel days cannot be carried over or accrued. Employees shall notify their head custodian and the Director of Facilities Management or his/her designee of their need to take a personal day at least thirty-six (36) hours in advance.

SECTION 3. Bereavement Leave: The Town Manager and/or his designee will grant up to five (5) days leave for full-time custodians and facilities trade mechanics and up to two (2) days for part-time custodians for death in the immediate family. Immediate family shall be defined as to include spouse, parent, parent-in-law, grandparent, brother, sister, child, grandchild, stepchild, stepparent or any relative living within the household. Up to two additional days may be granted by the Town Manager for extended time for extended travel needs or for other good cause. Up to two (2) days will be allowed for attendance at the funeral of other relatives not listed above with prior approval of the Town Manager.

SECTION 4. Sick leave may be accumulated without a cap however sick leave for the purposes of separation severance pay will be capped at 250 days for all employees hired prior to June 30, 2007. Any employee hired after July 1, 2007 will not be eligible for sick leave severance pay for unused sick time. The Town may grant an extended leave without pay beyond accumulated sick leave. The granting and the determination of the length of such leave shall be at the Town's sole discretion. At the commencement of and during the course of any leave granted for medical reasons, the Town Manager and/or his designee may require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. The Town may require the employee to undergo an examination by a Town- appointed physician to verify this information. No sick leave shall accumulate while an employee is on a leave of absence, medical or otherwise. In the event the Town has a reasonable suspicion that an employee is abusing sick leave, the Town may require the employee to submit a certificate from a physician, at Town expense, substantiating the nature of the employee's illness or injury.

Part-time employees (those working a minimum of twenty hours) shall be entitled to sick leave up to nine (9) per year. Sick leave shall be accrued at the rate of .75 days per calendar month. Sick leave shall be accumulated to not more than two hundred twenty (220) days. The Town may grant an extended leave without pay beyond accumulated sick leave. The granting and the determination of the length of such leave shall be at the Town's sole discretion. At the commencement of and during the course of any leave granted for medical reasons, the Town Manager and/or his designee may require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. The Town may require the employee to undergo an examination by a Town-appointed physician to verify this information. No sick leave shall accumulate while an employee is on a leave of absence, medical or otherwise. In the event the town has a reasonable suspicion that an employee is abusing sick leave, the Town may require the employee to submit a certificate from a physician, at Town expense, substantiating the nature of the employee's illness or injury.

SECTION 5. Severance Pay

- (a) A employee separating from the Town service in good standing shall be entitled to a payment for unused sick leave on the following schedule:

- For separation after 15 years of service – 50% of time accrued
- For separation after 10 years of service – 40% of time accrued
- For separation after 5 years of service – 20% of time accrued

These allowances cannot be used to extend the separation date.

- (b) Employees terminated involuntarily or who leave Town employment in other than good standing shall not be entitled to severance pay.

Employees hired after July 1, 2007 shall not be entitled to this benefit.

SECTION 6. Longevity Pay:

Effective July 1, 2007 Longevity payments will be paid annually on the employee's anniversary date as follows:

Five years	\$400.00
Ten years	\$525.00
Fifteen years	\$750.00
Twenty years	\$850.00

Employees hired after July 1, 2007 will not be eligible for longevity payments.

**ARTICLE VII  
HOLIDAYS**

SECTION 1. All full-time employees shall be entitled to the following holidays with pay:

New Year's Day	Veteran's Day	
Good Friday	Thanksgiving Day	Martin Luther King Day
Memorial Day	Christmas Day	Day after Christmas
Independence Day	Columbus Day	Day after Thanksgiving
Labor Day	President's Day	Employee's Birthday

If the employee's birthday falls on a Saturday then Friday will be considered the day off.  
If the employee's birthday falls on a Sunday then Monday will be considered the day off.

SECTION 2. All regular part-time employees who work twenty (20) hours or more, but less than forty (40) hours per week, shall be entitled to the following holidays at their regular rates of pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	

If the part-time employees are assigned to a non-school building and a holiday is taken for Columbus Day, Veteran's Day, and the day after Christmas, the employee will be paid.

If the employee's birthday falls on a Saturday then Friday will be considered the day off. If the employee's birthday falls on Sunday then Monday will be considered the day off.

SECTION 3. The above holidays shall be celebrated on the day declared by the federal or state government, or in lieu thereof, by the Board of Education, as the official day of celebration and only when school is not in session. In the event that school is in session on a holiday listed above, employees will be given a different day.

SECTION 4. The allowance of holiday pay is subject to the employee working on the scheduled work day immediately prior and immediately after the holiday, with the exception of illness or vacation day (s).

SECTION 5. Facilities Trades Mechanics will take the same holidays as Town Hall employees.

## **ARTICLE VIII VACATIONS**

SECTION 1. A full-time employee shall be entitled to one (1) week (5 working days) of vacation leave for each six (6) months full time service to one (1) year, beginning with the date of employment. No vacation time shall be taken until the employee has completed six (6) months of service.

- (a) Two (2) weeks vacation each year for employees with one (1) year through five (5) years of full-time service.
- (b) Between the 5<sup>th</sup> and 15<sup>th</sup> year of employment, full-time employees shall be entitled to additional vacation as follows:

5 <sup>th</sup> & 6 <sup>th</sup> years	15 days
7 <sup>th</sup> & 8 <sup>th</sup> years	16 days
9 <sup>th</sup> year	17 days
10 <sup>th</sup> , 11 <sup>th</sup> & 12 years	18 days
13 <sup>th</sup> & 14 <sup>th</sup> years	19 days
15 <sup>th</sup> year	20 days
20 <sup>th</sup> year	22 days

Any employee currently receiving more than twenty (22) days vacation will be capped at their current number of vacation days.

SECTION 2. A full-time employee, who on June 30<sup>th</sup> of the preceding year was continuously and actively employed for twelve (12) months, shall be entitled to his vacation leave as of July 1<sup>st</sup>. All facilities trades mechanics that on January 1<sup>st</sup> of the preceding year were employed continuously and actively employed for twelve (12) months shall be entitled to vacation leave as of January 1<sup>st</sup>.

SECTION 3. Pro-rated accumulated vacation pay from the date of employment to the end of the preceding month shall be granted to an employee in the event the employee terminates service with the Town, providing the employee gives the Town at least two (2) weeks advance notice of said employees desire to terminate.

SECTION 4. A maximum of ten (10) vacation days may be carried over to the following year if requested in writing prior to June 30<sup>th</sup> and approved by the Director of Facilities Management and the Town Manager. All vacation carry over time must be used by December 31<sup>st</sup>.

SECTION 5. Vacations shall be scheduled by mutual agreement of the employee and the immediate supervisor, with the approval of the Town Manager and/or his designee. Seniority shall prevail among employees of the same classification should scheduling conflicts arise.

Section 6. Employees shall be entitled to take vacation on a day-to-day basis. Such requests for a day of vacation shall require forty-eight (48) hours' advance notice to the employee's immediate supervisor.

SECTION 7. Regular part-time employees who work twenty (20) or more hours, but less than forty (40) hours, per week, shall be entitled annually to five (5) days of vacation with pay, after the completion of one (1) year of employment, and ten (10) days vacation with pay after completion of ten (10) years of employment. After ten (10) years, the employee will be entitled to one (1) additional day each year after fifteen (15) years, when the employee shall be entitled to three (3) weeks vacation with pay. Said pay will be based on the number of hours normally worked by the individual part-time employee.

**ARTICLE IX  
INSURANCE BENEFITS**

SECTION 1. Health Insurance benefits shall be in accordance with the following policies and will become effective as soon as practicable after ratification of this Agreement. The Town will provide the employees with a PPO Non-Gatekeeper Plan with the following provisions.

\$15 Office Visit Co-pay

\$15 Wellness Visit Co-pay

\$250 Hospital Co-pay

\$15 Walk-in Clinic Co-pay

\$15 Urgent Care Facility Co-pay

\$100 Emergency Room Co-pay

Out of Network Coverage

Deductible \$400/800/1200

Co-insurance 70/30

OOP \$2400/\$4800/\$7200

Prescriptions

Full Managed 3-tier \$5/10/20

Mail order 2x Co-pay

Employees may elect to take the following Health Insurance Option:

Health Savings Account \$2500/\$5000 deductible

Non-Gatekeeper

Once Deductible has been achieved

\$0 Office Visit, after deductible

\$0 Wellness, deductible waived

\$0 Hospital after deductible

\$0 Outpatient Surgery, after deductible

\$0 Walk-In Clinic, after deductible

(a) Dental Plan with Rider A and Rider D;

Effective July 1, 2010 premium share will be 10%.

Group Life Insurance: \$20,000 in group life insurance is provided to all non-bargaining employees. Basic benefit is doubled in the event of accidental death. Effective July 1, 2010 this coverage will not be subject to any premium share on the part of the employee therefore the employee shall not have the right to waive coverage.

Pre-Tax Contribution: In accordance with Public Act No. 07-185 any employee for which any portion of the premiums for health insurance are deducted from the employees' pay shall be offered the opportunity to have such portion excluded from their gross income for state or federal income tax purposes, except as required under Section 125 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, from time to time amended. In order to be eligible for this benefit a Salary Reduction Agreement signed by the employee must be submitted.

SECTION 2. The Town shall have the right to change insurance carrier provided that the coverage offered by the new carrier is substantially equivalent to the present coverage when viewed as a whole.

SECTION 3. Any employee may elect to waive group medical insurance coverage and receive additional annual compensation in lieu of said coverage. The amount of annual compensation the employee shall receive shall be equal to 50% of the premium cost of health insurance coverage waived capped at the premium rates in effect on July 1, 2010. The additional annual compensation shall be paid on a pro-rata basis each pay period and such pro-rata payments shall continue until such time as the employee terminates employment, or until his election to receive additional annual compensation is revoked in accordance with the procedure set forth below. Such additional annual compensation shall not be considered part of the employee's annual salary or wage.

An employee's election to select, or waive group medical insurance shall remain in effect for a minimum of two (2) years. A change in election shall also, remain in effect for a minimum of two (2) years. Any employee eligible to make such election (other than an election made upon initial employment) shall make the election during the month of February by submitting the appropriate election form to the Payroll office. Such election shall become effective on the next April 1<sup>st</sup>.

An employee's election to receive additional annual compensation in lieu of group medical coverage should be aware that a subsequent election to take the insurance coverage may subject him and/or his dependents to certain requirements and/or restrictions being imposed by the carrier.

SECTION 4. Regular part-time employees who work more than twenty (20) hours and less than thirty-five (35) hours shall be entitled to purchase the group medical insurance, and group life insurance detailed in Section 1 by paying in advance monthly forty-five percent (45%) of group premium rates.

SECTION 5 for employees retiring who were hired before July 1, 1990, at the regular or early retirement age of sixty-two (62) with at least fifteen (15) years of service the Town shall continue to assume 100% of the cost of the individual health insurance coverage until such time the employee is eligible for Medicare.

If they retire on or after July 1, 2001, under the Plan with at least twenty-five years (25) or more of credited service, they may elect to continue Town provided medical and major medical insurance coverages in effect after retirement for his/her eligible dependents, with the Town paying one-half (50%) of the cost of the dependent coverage and the Retiree the remaining cost. When any Retiree who is receiving insurance continuation from the Town under this provision is divorced or has a marriage annulled, any and all spousal (dependent) coverage which may then be provided by the Town under this provision shall immediately cease. In the event of the death of a Retiree who is receiving insurance continuation under this provision for himself/herself and eligible dependent (s), the dependent(s) shall be permitted to continue the coverage in effect after the death of the Retiree at the established 50%/50% shared payment rate until either/or remarriage of the surviving spouse/dependent, end of dependency status, or upon eligibility for coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program. As stated above, the post-retirement insurance continuation benefits provided herein shall terminate when the Retiree is or becomes eligible for any another medical insurance coverage and it is specifically to be the case that Retirees who become eligible for any government insurance continuation program such as Medicare or Medicaid and their dependents will no longer be eligible for benefits under this section.

Effective July 1, 2007 any person hired after July 1, 2007 who retires after twenty years of service and is at least age sixty will continue to receive medical benefits until eligible for coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program.

SECTION 6. Group Long Term Disability: Bargaining unit members shall be entitled to Long Term Disability Insurance for injury or sickness to begin on the later of: (a) the date all accrued sick leave has been used; or (b) 180 days. The Town will assume the full cost of this plan.

Benefit Percent	60% of current salary
Maximum Monthly Benefit	\$5,000

SECTION 7. The Town will designate an employee to whom employees may direct insurance questions. This person shall not be empowered to give legal advice and may not waive, alter or amend any insurance policy or regulation.

**ARTICLE X  
GRIEVANCE PROCEDURE**

SECTION 1. A grievance is hereby defined to be any complaint of an employee that, as to him there has been a misinterpretation or misapplication of the specific terms of this Agreement or that the employee's rights have otherwise been violated by the Town or any individual authorized to act on behalf of the Town.

SECTION 2. Unless a grievance is presented in writing with ten (10) calendar days of the date the employee knew, or should have known, of the cause for the grievance, then it shall be considered waived.

SECTION 3. The investigation, discussion, and settlement of grievances shall be done outside of working hours unless the Town and the Union representative agree that it is necessary to investigate, discuss or settle a grievance during working hours. No employee shall leave his work station for the purpose of presenting, processing or discussing grievances without first obtaining the permission of his immediate supervisor.

SECTION 4. Any grievance arising between the Union and/or an employee and Town shall be handled in the following manner:

SECTION 5. The Union representative or employees shall first discuss the grievance with the immediate non bargaining unit supervisor and attempt to find a solution. If the employee is not satisfied with such an informal discussion, then the employee shall proceed with Step 1.

Step 1. The Union representative or aggrieved employees must present the grievance in writing to his/her immediate non bargaining unit supervisor specifying the nature of the grievance and the specific section (s) of the contract he claims to be misinterpreted or misapplied. The Town will notify the Union in writing of the specific supervisor (s) to whom employees must present grievances at Step 1. If a satisfactory adjustment is not effected with his non bargaining unit supervisor within six (6) days, he may appeal to Step 2 within three (3) working days.

Step 2. Upon appeal from Step 1, the Director of Facilities Management shall consider the grievance and shall render a decision in writing not later than (5) days from the date his/her final meeting with the employee occurs. If the employee or Union is not satisfied with the decision of the Director of Facilities Management, he/she may appeal to the Town Manager under Step 3 in writing within three (3) working days of the Director of Facilities Management's decision.

Step 3. The Town Manager shall consider the appeal of the aggrieved or Union and shall render a decision in writing within six (6) working days after his/her final meeting with the employee or Union.

Step 4. In the event the grievance is based upon an alleged violation of the specific language of this Agreement, and the grievant is dissatisfied with the decision of the Town Manager, he/she may file a written request with the Union that the matter be submitted to arbitration. Such request must be filed within five (5) working days of the date he receives the decision of the Town Manager. A copy of the request must be filed simultaneously with the Town Manager. Within ten (10) days of receipt of the request, the Union may submit a demand for arbitration to the Connecticut State Board of Mediation and Arbitration. The decision of said Board shall be confined to interpretation of the specific language of this Agreement and shall be binding on both parties.

SECTION 6. The grievant shall be entitled to have a Union representative present at any or all steps of the above procedures. The Town shall allow the grievant and the Union steward or one officer of the Union the necessary time off without loss of pay to attend hearings scheduled during the workday for purposes of resolving any grievances. The Town shall also allow two members of the Union negotiating committee time off without loss of pay to attend negotiating sessions scheduled during the workday.

The cost of arbitration shall be borne equally by the Town and the Union. Individual employees shall not have the right to appeal grievances to arbitration. In cases of employee discharge only the Town or the Union shall have the right to have the grievance arbitrated before the American Arbitration Association under its Voluntary Labor Arbitration Rules.

## **ARTICLE XI INTERRUPTION OF WORK**

The Union agrees that there will be no strike or stoppage of work during the term of this Agreement.

## **ARTICLE XII UNIFORMS**

The Town shall provide uniforms for all full-time custodians and head custodians, and coveralls for those whose work involves cleaning and maintenance of boilers or painting. Such uniforms shall be provided at no cost to the employee. All safety equipment required by law shall be provided at the expense of the Town.

Each full-time employee shall be issued annually five (5) long-sleeved shirts and five (5) short-sleeved shirts plus five (5) pairs of trousers. Facilities trade mechanics shall receive up to \$225.00 per fiscal year for denim work pants. Part-time employees shall be issued annually three (3) long-sleeved and three (3) short-sleeved shirts. In addition, up to two

(2) replacement uniforms shall be issued annually to individuals who render uniforms unusable during the course of the workday. It is understood that employees shall report to work with clean and neat uniforms. Cost of caring for and cleaning of uniforms shall be borne by the employee.

Two (2) sets of foul weather gear (one medium size and large size) per snow blower will be provided for the use of the custodial staff at each building where a snow blower is located. Employees shall receive a stipend of up to two hundred dollars (\$200.00) per year, upon proof of purchase, for the purpose of purchasing two pairs of safety shoes. Unless the employee's physician indicates otherwise, such shoes must be worn by each employee at all times.

### **ARTICLE XIII SENIORITY**

SECTION 1. New employees shall serve a probationary period of ninety (90) calendar days and shall have no seniority rights nor any grievance rights during this period, but shall be subject to all other provisions of this agreement. All employees' who have completed the probationary period shall acquire length of service records as of the date of their employment.

SECTION 2. The Town shall prepare a list of all employees in the bargaining unit showing their seniority in length of continuous service with the Town. Such seniority shall be from the date of employment. The Town shall give the Union a copy of an up-to-date seniority list annually in June. Separate seniority lists shall be maintained for head custodians, facilities trade mechanics full-time employees and part-time employees. Part-time employees who become full-time employees without interruption of service shall have seniority dated to the date of employment as part-time employees.

Whereas the Town of Rocky Hill assumed the labor contract covering the bargaining unit from the Rocky Hill Board of Education effective July 1, 1993, and became the employer of the bargaining unit members as of that date, the seniority of all former Board of Education employees who became employees of the Town of Rocky Hill as of July 1, 1993, without a break in service, shall be carried over to their Town service and shall continue to accumulate unbroken.

SECTION 3. In the head, full-time and part-time custodian classifications (as set forth in Appendix A-Salary Schedule), layoffs shall be made within the employees classification in the reverse order of seniority provided always that the retained employees are capable of performing the available work. In the event of layoff for lack of work, probationary employees will be laid off first.

SECTION 4. In the event of a layoff within the full-time head custodian classification, the employee affected shall have the right to displace the least senior employee within the fulltime custodian classification.

SECTION 5. In the event of a layoff within the full-time custodian classification, the employee affected shall have the right to displace the least senior employee within the part-time custodian classification.

SECTION 6. For a period of two (2) years the affected employees shall have the right to be recalled to the classification from which he/she was laid off, if a position should become vacant or be reinstated, or to a position in a lower classification. The choice of employees to rehire shall be based upon seniority. Provided the employee can, in the judgment of the Town, satisfactorily perform the available work.

SECTION 7. No person shall be newly employed in a classification that includes personnel on that recall list until all persons on the recall list have been notified by certified mail sent to the employee's last known address and such persons either are offered re-employment or decline such re-employment offer. It shall be the employee's responsibility to notify the Town of his current address. An employee who declines an offer of re-employment in the same classification as previously employed shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after mailing thereof shall be deemed a refusal to accept re-employment. Returning employees must return to work within thirty (30) calendar days from the date of mailing of the notification.

SECTION 8. Members of the bargaining unit whose names are on the recall list will be notified of opportunities for temporary part-time or seasonal employment. No new employee shall be hired for a temporary part-time or seasonal position until all employees and the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit rights by declining such employment.

#### **ARTICLE XIV WORKERS' COMPENSATION**

In cases where a full-time employee is absent from work because of injury or illness as covered by the Workers' Compensation Act, he shall receive from the Town an amount which represents the difference between full salary and compensation benefits. The amount expended by the Town during the first one hundred twenty (120) days of disability shall not be chargeable to any sick leave which the employee has accrued. Any benefits for subsequent periods shall be computed and charged against accumulated sick leave on a pro-rata basis.

#### **ARTICLE XV PROMOTIONS**

All vacancies and new positions shall be advertised to bargaining unit members for a period of five (5) days prior to permanently filling such vacancies or new positions. Job appointments are made by the Town, whenever practicable. On the basis of ability to perform work, qualifications and seniority. All things being equal, seniority shall prevail provided, however with regard to promotions, whether ability and qualifications are equal

shall be determined at the discretion and in the opinion of the Town. Should the Union object to the application of these provisions after July 1, 1994, the provisions of this Article in the 1989-92 collective bargaining agreement shall be reinstated.

**ARTICLE XVI  
GENERAL PROVISIONS**

SECTION 1. If any article or section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

SECTION 2. Every employee shall have the right to see and review his personnel file by appointment. Exclusive of Title VII complaints, records of written reprimand or memorandum of instruction shall be removed from an employee's personnel file at the end of twenty-four (24) months if such employee has no recurrence of any kind of similar discipline during that period. In maintaining such files, the Town shall respect the privacy rights of employee-s within constraints of applicable state law.

SECTION 3. When the Town declares a special holiday, day of mourning or other event which cancels school (excluding snow days), said day shall be considered as an additional holiday under this Agreement.

SECTION 4. The Town shall provide and pay for a copy of this Agreement to each current and new bargaining unit employee.

SECTION 5. A direct deposit account into any financial institution selected by the employee will be implemented if determined feasible by the Director of Finance.

**ARTICLE XVII  
REMUNERATION**

Employees shall be compensated in accordance with their classification as stipulated in Appendix A.

**ARTICLE XVIII  
SUBCONTRACTING**

It is understood that the Town shall not subcontract for the purposes of laying off individual employees during the term of this Agreement.

**ARTICLE XIX  
PENSION**

The parties agree that the custodians and facilities trade mechanics employed by the Town shall be covered under the Town Retirement Plan as adopted and amended by ordinance dated August 18, 1975 to include any future changes or amendments made applicable to them. Effective July 1, 1999, the retirement plan will be enhanced to provide a basic pension benefit of 1.5% of average monthly earnings, increased from the previous benefit level of 1.25%, and employee pension contributions shall be increased from 3% to 3.5% of wages. This pension benefit enhancement effective July 1, 1998 shall be for prospective service on and after July 1, 1998 ,only and will not be applied retroactively to service performed before that date for pension benefit calculation purposes, and pension benefits for credited service worked prior to July 1, 1998, shall be calculated at the previous, 1.25% benefit rate. All employees hired after July 1, 2007 shall contribute 4% of wages to the pension plan, with pension benefits being calculated at 1.5% of average monthly earnings. An employee will be permitted to purchase prior years of credited service for pension purposes for prior service with the Town of Rocky Hill, the United States military, the State of Connecticut, or any other municipality in the state, at actuarially determined rates, provided that such purchase does not have any cost impact to the Town. An employee may make arrangements with the Town for reasonable payments schedules for any such purchase of prior service, in accordance with the pension plan.

**ARTICLE XX  
DURATION**

This Agreement shall be effective from July 1, 2010, to and including June 30, 2014.

This Agreement shall be subject to negotiation on or before February 1, 2014, at the request of either party.

**TOWN OF ROCKY HILL**

**THE NATIONIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES LOCAL  
NO. RI-266**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A  
SALARIES**

**NAGE – R266  
July 1, 2010 – June 30, 2014  
(2010-2%, 2011-2.5%, 2012-2.5%, 2013-3%)**

**Head Custodian\***

	<b>Start</b>	<b>6 Months</b>	<b>12 Months (Maximum)</b>
7/1/10	\$21.14	\$21.70	\$22.30
7/1/11	\$21.93	\$22.25	\$22.85
7/1/12	\$22.48	\$22.80	\$23.42
7/1/13	\$23.16	\$23.49	\$24.13

\*Head Custodians will receive \$2.00 per hour differential for duties as Head Custodian.

**Custodian**

	<b>Start</b>	<b>6 Months</b>	<b>12 Months (Maximum)</b>
7/1/10	\$21.14	\$21.70	\$22.30
7/1/11	\$21.93	\$22.25	\$22.85
7/1/12	\$22.48	\$22.80	\$23.42
7/1/13	\$23.16	\$23.49	\$24.13

**Facilities Trade Mechanics**

	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>	<b>30 months</b>	<b>36 months</b>	<b>42 months</b>	<b>48 months</b>
7/1/10	\$26.28	\$26.77	\$27.36	\$28.18	\$28.64	\$29.11	\$29.59	\$30.02
7/1/11	\$26.94	\$27.44	\$28.04	\$28.88	\$29.36	\$29.84	\$30.33	\$30.77
7/1/12	\$27.61	\$28.13	\$28.74	\$29.61	\$30.09	\$30.58	\$31.08	\$31.54
7/1/13	\$28.28	\$28.97	\$29.61	\$30.49	\$31.00	\$31.50	\$32.02	\$32.48

**Floater\*\***

7/1/10	\$22.30
7/1/11	\$22.85
7/1/12	\$23.42
7/1/13	\$24.13

\*\*Floaters will receive a \$1.00 per hour differential.

**Part Time Custodian**

7/1/10	\$18.70
7/1/11	\$19.16
7/1/12	\$19.64
7/1/13	\$20.23



**AMENDED APPENDIX A  
SALARIES**

**NAGE – R266  
July 1, 2010 – June 30, 2014  
(2010-2%, 2011-2.5%, 2012-2.5%, 2013-3%)**

**Head Custodian\***

	<b>Start</b>	<b>6 Months</b>	<b>12 Months (Maximum)</b>
7/1/10	\$21.14	\$21.70	\$22.30
7/1/11	\$21.93	\$22.25	\$22.85
7/1/12	\$22.48	\$22.80	\$23.42
7/1/13	\$23.16	\$23.49	\$24.13

\*Head Custodians will receive \$2.00 per hour differential for duties as Head Custodian.

**Lead Custodian\*\***

\*\*Lead Custodians will receive \$1.00 per hour differential and work an overlapping shift between the shift of the head custodian and the custodians as to be determined by the school operating time for each building.

**Custodian**

	<b>Start</b>	<b>6 Months</b>	<b>12 Months (Maximum)</b>
7/1/10	\$21.14	\$21.70	\$22.30
7/1/11	\$21.93	\$22.25	\$22.85
7/1/12	\$22.48	\$22.80	\$23.42
7/1/13	\$23.16	\$23.49	\$24.13

**Facilities Trade Mechanics**

	<b>Start</b>	<b>6 month</b>	<b>12 months</b>	<b>24 months</b>	<b>30 months</b>	<b>36 months</b>	<b>42 months</b>	<b>48 months</b>
7/1/10	\$26.28	\$26.77	\$27.36	\$28.18	\$28.64	\$29.11	\$29.59	\$30.02
7/1/11	\$26.94	\$27.44	\$28.04		\$28.88	\$29.36	\$29.84	\$30.33
7/1/12	\$27.61	\$28.13	\$28.74		\$29.61	\$30.09	\$30.58	\$31.08
7/1/13	\$28.28	\$28.97	\$29.61		\$30.49	\$31.00	\$31.50	\$32.02

**Floater\*\*\***

7/1/10	\$22.30
7/1/11	\$22.85
7/1/12	\$23.42
7/1/13	\$24.13

\*\*\*Floaters will receive a \$1.00 per hour differential.

**Part Time Custodian**

7/1/10	\$18.70
7/1/11	\$19.16
7/1/12	\$19.64
7/1/13	\$20.23