

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF WOODBURY
AND THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 443

PUBLIC WORKS BARGAINING UNIT

JULY 1, 2023 – JUNE 30, 2026

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AGREEMENT

This Agreement is made and entered into this 1st day of July, 2023 by and between the TOWN OF WOODBURY, Connecticut (hereinafter referred to as the “Employer”) and the International Brotherhood of Teamsters Local Union 443 (Public Works) (hereinafter referred to as the “Union”).

PURPOSE

The purpose of this Agreement is to promote harmonious relations between the Employer and the Union and to establish wage hours and working conditions for employees in the bargaining unit described in Article I.

ARTICLE I – RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative of all permanent employees in the Public Works Department.

Section 2. The terms “employee” and “employees” as used in this Agreement refer only to employees of the Employer who are included in the bargaining unit set forth above in Section 1.

ARTICLE II – MANAGEMENT RIGHTS

The Employer retains full and exclusive authority for the management of its operations to the extent it had such authority, whether exercised or not, prior to acquiring a duty to recognize and bargain with the Union, subject only to the extent such authority may be limited by the specific provisions expressed in this Agreement. All decisions on such rights and authority, to the extent not so limited by the specific provisions expressed in this Agreement, are reserved solely and exclusively to the Employer’s jurisdiction and discretion. As examples of such authority, but not limited thereto, the Employer shall have the sole right and power to manage its work force; to select and determine the number and qualifications of its employees; to direct, schedule and assign its employees; to hire, promote, transfer, layoff, discipline and discharge its employees; to establish, change, discontinue or enforce work rules and policies; and to modify or discontinue services or operations performed by the Employer.

ARTICLE III – UNION SECURITY

Section 1. Employees who are or who agree to become members of the Union during the term of this Agreement shall pay monthly dues to Teamsters Local 443. Nothing contained in this Article shall require an employee to join or remain a member of the Union during the term of this Agreement as a condition of employment.

Section 2. Employees who do not join the Union or members of the Union who resign their membership during the term of this Agreement may pay a monthly fee equal to the cost of administering and negotiating this Agreement and servicing the grievance provisions, or they may choose not to do so. The monthly service fee, if chosen by the employee, shall commence thirty (30) days after the date of hire of the new employee.

Section 3. Upon receipt of individual written authorization from an employee, the Employer shall deduct from the employee's wages the monthly membership dues, or if no card to become a member is signed and the employee chooses to pay an agency service fee, the Employer agrees to deduct the agency fee from the employee's wages after the time specified in Section 2 above. The Employer shall remit such dues or agency fees to the Union no later than the last day of each month, along with the names and, if possible, the addresses of those employees for whom any such deduction is made.

Section 4. The Union will indemnify and hold the Employer harmless against any liability, in the form of monetary damages or otherwise, which arises or which may arise by reason of any action taken by the Employer in complying with the provisions of this Article and will reimburse the Employer promptly for costs the Employer incurs in defense of any action brought against it under this provision, either in court, before an administrative agency or by means of a grievance. The Union will cooperate with the Employer in preparing its defense.

ARTICLE IV – PROBATIONARY EMPLOYEE

Section 1. Newly hired employees shall be considered probationary for a period of six (6) months from the date of employment.

Section 2. At any time prior to the successful completion of the probationary period, the Employer may discharge the employee and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 3. Upon successful completion of this probationary period, an employee shall accrue vacation time retroactively to the date of his/her last hire. Upon successful completion of the probationary period, an employee shall have his/her seniority calculated from his/her last date of hire.

ARTICLE V – HOURS OF WORK AND OVERTIME

Section 1. A regular workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, 7:00 a.m. through 3:30 p.m. The Employer may change the workday to a starting time of 6:00 a.m. or an ending time of 4:30 p.m. for periods of not less than one (1) week. All employees shall be entitled to an unpaid lunch period, not to exceed thirty (30) minutes. All employees shall be entitled to a paid fifteen (15) minutes coffee break between the hours of 8:30 a.m. and 10:30 a.m. Employees shall also be entitled to a ten (10) minute coffee break between the hours of 1:00 p.m. and 3:00 p.m. Coffee breaks shall be taken at the work area, except that one (1) employee may leave the site to get coffee for the others.

Section 2. Except as otherwise noted below, all the time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for as overtime at one and one-half (1½) times the employee's normal rate. All overtime work must have the prior approval of the Director of Public Works or his/her designee.

Section 3. An employee requested to perform work on a Sunday or a paid holiday (or on a Saturday, but only when the work is due to inclement weather) shall be paid at twice the normal rate of pay for all hours actually worked. Said employee shall be guaranteed a minimum of two hours of work at twice the normal rate of pay. In addition to the above, the employee shall also be entitled to the paid holiday as specified in Article XII, or in lieu of straight time holiday pay, or portion thereof, take off the amount of holiday hours worked at a later date, in coordination with his or her supervisor's approval.

Section 4.

- a) An employee requested to work outside his/her normal working hours after having left his/her work station for more than one (1) hour shall be guaranteed a minimum of four (4) hours work at the rate of one and one-half (1½) times the normal rate of pay.
- b) Employees will be paid double time for all hours worked between 11:00 p.m. and 5:00 a.m. during the standard schedule. Time and one-half will be paid for all hours worked between 5:00 a.m. and 7:00 a.m.
- c) The provisions and guarantees of Section 4(a) shall not be applicable to work that either extends into or is a continuation of the employee's regular shift.
- d) Employees shall be paid an additional one-half (1/2) hour at their regular rate of pay for travel time once activated on emergency call-in.

Section 5. The Employer will assign overtime work on a rotational and equitable basis among all qualified employees. Overtime shall be assigned to the most senior employee and then handed down according to seniority in a rotational order. Employees

who miss their rotation (for example, due to a vacation or extended leave of absence) shall not be granted the ability to make up lost overtime. Whenever the overtime consists of continued work on a project commenced earlier in the day, the employee or employees working on that project will be assigned to work that overtime.

ARTICLE VI – DISCIPLINARY ACTION

Section 1. Non-probationary employees shall not be subject to any disciplinary action including discharge except for just cause.

Section 2. A copy of any written reprimand will be placed in the employee's personnel file and copies shall be furnished to the employee and the Union.

Section 3. Any employee suspended or dismissed under this Article shall be given written notice by the First Selectman stating the reasons for suspension or dismissal.

ARTICLE VII – SENIORITY

Section 1. Seniority is defined as the total continuous length of service in the bargaining unit since the employee's last date of hire with the Employer.

Section 2. An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the last date of hire.

Section 3. An employee shall lose his/her seniority and all rights under this Agreement and shall be terminated when he/she:

- a) Quits voluntarily or retires.
- b) Is discharged for proper cause.
- c) Exceeds an official leave of absence, unless he/she is unable to notify the Employer prior to such expiration of his/her inability to return to work for reasons satisfactory to the Employer.
- d) Fails to return to work on recall from layoff within three (3) days after the Employer has sent notice to him/her by certified letter to the last address furnished to the Employer by the employee.
- e) Is absent, except in case of layoff, for three (3) consecutive working days without notifying the Employer.
- f) Is laid off for a period of twelve (12) consecutive months.

Section 4. An employee transferred out of the bargaining unit to other employment with the Employer shall retain seniority but shall not accumulate any further seniority while outside the bargaining unit. Upon his/her return to the bargaining unit, he/she will start to accumulate time toward his/her seniority provided that transfer did not exceed a period of two (2) years.

Section 5. When it becomes necessary to lay off employees because of lack of work, such layoff shall be made by seniority within the job classification in question in the following order:

- a) Part-time employees working less than twenty (20) hours per week.
- b) Probationary employees.
- c) Full-time employees with least seniority.

Section 6. An employee who is laid off shall have the right to “bump” the least senior employee in the next lower paying job classification if that person has less seniority than he/she does. That employee in turn shall have a similar right to “bump” into a lower paying job classification, if any, if that person has less seniority than he/she does. An employee may elect to be laid off rather than to “bump” into a lower paying job classification. An employee may “bump” into another job classification only if he/she has the necessary skill, abilities and physical fitness and other qualifications to perform such job.

Section 7. Recall will be in order of seniority with the employee with the greatest seniority who is qualified for the job being recalled first. It is understood that the employee to be recalled must possess the ability to perform the job he/she is being recalled to.

Section 8. New positions and/or job vacancies shall be offered to employees with the greatest seniority provided the individual has the necessary qualifications. Qualifications shall be determined by the Employer.

Section 9. An employee not recalled due to the inability to perform the job shall remain on the top of the recall list for the remainder of the period.

ARTICLE VIII – GRIEVANCE AND ARBITRATION

Section 1. A “grievance” is dispute over the application or interpretation of a specific provision of the Agreement, and shall be processed exclusively in accordance with the procedure set forth herein.

Section 2. The Union may appoint a steward solely for the purpose of discussing

grievances in accordance with the Article. The Union staff representative will be given reasonable access to the Town offices for purposes of investigating and processing grievances in accordance with this Article. Employees shall not engage in Union activity during working time except as necessary to process a grievance in accordance with this Article.

Step 1. A grievance must be presented in writing to the employee's Department Head no later than ten (10) working days after the events giving rise to the grievance allegedly occurred. The Department Head or his/her designee, the steward and the grievant shall meet within five (5) working days after the grievance is received to resolve the grievance subject to the final approval of the First Selectman.

Step 2. If the grievance is not resolved at the Step 1 meeting, the Union staff representative may present the grievance in writing to the First Selectman within ten (10) working days of receipt of the Step 1 decision. The First Selectman or his/her designee, the Union staff representative and the grievant shall meet within ten (10) working days after the grievance is received to resolve the grievance. The First Selectman shall issue a decision within fifteen (15) days after the grievance is received.

Step 3. If the grievance is not resolved to the satisfaction of the grievant within five (5) working days after such meeting with the First Selectman in Step 2, the grievant or the union representative may file for mediation by the American Arbitration Association ("AAA").

Step 4. In the event the First Selectman and the Union staff representative fail to reach a mutually satisfactory settlement at the Step 2 meeting or after the Step 3 mediation, the Union may, within thirty (30) calendar days of receipt of the First Selectman's decision, file a grievance with the American Arbitration Association ("AAA") for arbitration in accordance with the applicable Arbitration Rules, but the Union must do so by certified mail, return receipt requested.

- a) The grievance filed with the AAA must be the same one as submitted to the First Selectman at Step 2, neither revised, amended nor supplemented;
- b) Only the Union may file a grievance for arbitration; in the event the Union Representative is of the opinion that an employee's grievance is without merit, the local Union shall not be required to process the matter any further and he/she shall so inform the employee filing the grievance and the Employer; and
- c) Simultaneously with Union's filing of the grievance with AAA, the Union shall mail a copy of the filed documents to the Employer.

Section 3. The decision and award of the arbitrator shall be in writing and shall be final and binding upon all parties. The arbitrator shall have no authority to change, amend, add to, or subtract from any of the specific provisions of this Agreement and shall have the authority only to determine whether, by the acts alleged in the grievance, the Employer misinterpreted or misapplied the specific provision expressed in the Agreement as the Union claims. The fees of the Arbitrator and the cost of the arbitration shall be shared equally by the Employer and the Union.

Section 4. The time limits specified herein may only be extended by mutually written agreement of the Employer and the Union. Failure by the steward or the Union staff representative to process a grievance within the time limits provided above shall be deemed a waiver of such grievance, and the grievance shall be considered resolved in accordance with the position of the Employer. Failure by the Employer to meet or respond to the grievance within the time limits provided above shall permit the Union to process the grievance to the next step within the time limits set forth above.

Section 5. When the grievant is required to testify at the arbitration proceedings during regularly scheduled working time, the grievant shall not lose regular pay for working time spent testifying or waiting to testify.

ARTICLE IX – LEAVES OF ABSENCE

Section 1. Employees who are regularly scheduled to work more than 1,250 hours per year may request FMLA leave for any of the following reasons:

- a) For the birth of a child and to care for the newborn child;
- b) For the adoption of a child or for the placement of the child by foster care;
- c) To care for the employee's spouse, child or parent with a serious health condition; and
- d) Because of serious health condition that makes the employee unable to perform the functions of the employee's job.

Section 2. The First Selectman will determine whether the requested leave is justified based on medical or legal documentation supplied along with the request.

Section 3. The FMLA leave shall not exceed a twelve-week period within any twelve-month period.

Section 4. The leave specified as Section 1 shall be unpaid; however, the Town shall continue to provide the employee with the medical insurance coverage program under the same terms that the employee had prior to the leave provided that the employee shall be required to pay his/her share of medical premiums while on leave.

Section 5. An employee may make a written request to the First Selectman for a leave of absence not to exceed one year because of compelling circumstances. The First Selectman will determine whether the requested leave of absence should be recommended to the Board of Selectmen for approval. Leaves of absence granted under this Section shall be unpaid. Employees absent on an approved leave under this Section may continue their group health insurance at their own cost.

Section 6. Employees shall not earn or accrue fringe benefits, including but not limited to sick leave or vacation, during a leave approved under this Article.

Section 7. Any employee who fails to return to work as scheduled following the expiration of a leave of absence approved under this Article shall be deemed to have voluntarily resigned his or her employment.

Section 8. Military leave, not to exceed ten (10) working days per year, shall be granted to regular, full-time employees to serve on Active Reserve or National Guard duty. The Town shall pay the difference between the employee's regular compensation and the military compensation if the Town compensation is higher.

Section 9. Employees shall be granted leave of absence for required jury duty. Employer shall compensate employee the difference between their pay and that received as a juror for the first five (5) days of service as a juror. Employees called for jury duty shall furnish the Town with a notice of service and evidence of jury service, and any payments made to them.

Section 10. Attendance at conferences and training sessions related to the job shall be allowed without loss of pay provided that such attendance is approved in advance by the Department Head and by the First Selectman or designee. The cost of travel and conference expenses for the employee only shall be paid for all mileage traveled in excess of the mileage normally traveled to and from the employee's normal work location.

Section 11. The Town shall comply with the provisions of the federal Family and Medical Leave Act (FMLA). FMLA leave shall run concurrent with any time out of work including, but not limited to, while on Workers' Compensation leave, sick leave or other paid leave.

ARTICLE X – WORK STOPPAGES AND LOCKOUT

Section 1. During the term of the Agreement, neither the Union nor any employee shall engage in, support or promote any strike, work stoppage, slowdown, or any to other act disruptive of the work, for any reason.

Section 2. Any employee engaging in any strike or other activity prohibited by this Agreement shall be deemed to be engaging in unprotected activity and subject to immediate discharge without recourse and shall be liable to the Employer for any and all damages resulting from such activity. The Union shall be liable to the Employer for any and all damages the Employer suffers as the result of the violation of the Article by the Union.

Section 3. The Employer shall not lockout the employees during the term of this Agreement.

ARTICLE XI – WAGES AND JOB CLASSIFICATION

Section 1. There shall be two (2) classifications of employees in the Highway Department: Mechanic/Equipment Operator and Equipment Operator. The Employer reserves the right to change the number of classifications and the number of employees in each classification. Written notice of any such change will be given to the Union.

Section 2. New employees shall be paid at the following rates:

- a) No more than \$2.00 below the prevailing rate for the job classification for the first twelve (12) months.

Until all employees are paid the same rate in each job classification, the prevailing rate shall be considered the lowest wage being paid for the job classification at that time.

Section 3. Regular, full-time employees shall receive the following longevity payments in a lump sum, in a separate check from payroll, with payments made in November, if they have completed the required years of service.

| <u>Completed Years of Service</u> | |
|---------------------------------------|-------|
| 5 or more years | \$400 |
| 10 or more years | \$500 |
| 15 or more years | \$600 |
| 20 or more years | \$750 |
| 25 or more years | \$900 |

Employees hired after July 1, 2011 shall not be entitled to longevity payments.

Section 4. Wages will be increased according to the following schedule:

| | <u>Retroactive to</u> | | |
|---------------------------------|-----------------------|---------------|---------------|
| | <u>7/1/23</u> | <u>7/1/24</u> | <u>7/1/25</u> |
| Mechanic/ Equipment Operator | 3.0% | 3.0% | 3.0% |
| Equipment Operator | 3.0% | 3.0% | 3.0% |

Section 5. Effective July 1, 2023, employees who are placed on standby by the Town shall receive twenty-five dollars (\$25) per week between November 1 and April 1, during which employees shall be available to be called in to work. An employee on standby who fails to report for a call-in shall forfeit such pay. Employees shall be paid their standby pay in a lump sum, in a separate check from payroll, in April.

Section 6. The Public Works Director may designate an employee to serve as Lead Operator in the absence of the Public Works Director and any employee so designated shall be paid an additional one dollar (\$1.00) per hour for all hours the individual serves as Lead Operator.

ARTICLE XII – HOLIDAYS

Section 1. The Employer shall observe the following holidays during the term of this Agreement:

| | |
|-------------------------------|---------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Presidents' Day | Thanksgiving Day |
| Good Friday | Thanksgiving Friday |
| Memorial Day | Christmas Day |
| Independence Day | |

Section 2. Regular, full-time employees shall receive their regular pay on holidays set forth above. Regular, part-time employees who have successfully completed their probationary period and who regularly work at least twenty (20) hours per week shall receive their regular pay for holidays set forth above, provided they are scheduled to work on the day the holiday is observed by the Employer.

Section 3. When a holiday occurs on Saturday, Friday shall be the day of observance. When a holiday occurs on Sunday, Monday shall be the day of observance.

Section 4. To be eligible for holiday pay under this Article, an employee must:

- a) Work his or her last regularly scheduled workday preceding the holiday unless excused by the Director of Public Works or his/her designee;
- b) Work his or her next regular scheduled workday after such holiday unless excused by the Director of Public Works or his/her designee;
- c) Must not be laid off or on a leave of absence approved under this Agreement on the day the holiday is observed by the Employer.

Section 5. If a holiday falls during an employee's vacation, the employee shall not be charged a vacation day for such holiday.

ARTICLE XIII – VACATIONS

Section 1. The standard vacation year shall run from January 1 through to December 31. An employee's vacation time shall be computed on the basis of his or her anniversary date of employment. Vacation days may be taken consecutively or otherwise, but the time for taking them must be approved in advance by the Director of Public Works or his/her designee. Vacation days may be taken in no less than ½ day increments.

Section 2. Vacation time shall accrue as follows:

- a) For employees with less than five (5) years of service, 5/6 vacation days shall accrue every calendar month of service (ten (10) working days annually);
- b) For employees with between five (5) and ten (10) years of service, 1¼ vacation days shall accrue every calendar month of service (fifteen (15) working days annually);
- c) For employees with more than ten (10) years of service, 1 and 2/3 vacation days shall accrue for every calendar month of service (twenty (20) working days annually).

Section 3. Employees shall receive their regular pay for all earned but unused vacation at the time of termination, provided that employees terminated for just cause shall forfeit all earned but unused vacation.

Section 4. No vacation time shall accrue for employees who are on leave of absence without pay or when an employee is on Workers' Compensation or other disability leave.

Section 5. No more than fifteen (15) vacation days may be carried from one year to the next. Maximum accruable vacation time is thirty (30) days.

Section 6. The Employer reserves the right to allow only two (2) employees to be on vacation in any week.

Section 7. Whenever there is a conflict in requested vacation days, vacation shall be granted to the employee with the greatest seniority.

ARTICLE XIV – MEDICAL AND INSURANCE BENEFITS

Section 1. The Employer will provide group health insurance benefits described in Appendix A attached hereto to eligible employees and their dependents. Eligibility to participate in the group plan shall be governed solely by the terms of the insurance contract.

a) Group health insurance benefits:

- High Deductible Health Plan (HDHP) with \$2500/\$5000 deductible and Health Savings Account (HSA) (See Appendix A)
- Deductible funding by the Town:
 - July 1, 2023 through June 30, 2024 35%
 - July 1, 2024 through June 30, 2025 35%
 - July 1, 2025 through June 30, 2026 35%
- The Town contributions to employees' HSA accounts shall be made in two (2) installments (in July and in January of each contract year). The parties agree that an employee who incurs medical costs that exceed the first installment payment prior to the first payroll in January of any contract year, after showing proof of his/her exhaustion of the Town's first installment payment on covered medical expenses, is eligible to receive the second installment payment prior to the first payroll in January. The employee agrees to re-pay the Town, on a pro-rata basis, for any unearned portion of the Town's deductible contribution should the employee's employment with the Town terminate prior to June 30 of any contract year.

The parties acknowledge that the Town's contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees, beneficiaries, dependents, or other individuals upon their separation from employment.

b) Life Insurance of one and one-half times (1½ times) the employee's base salary, or twenty thousand dollars (\$20,000), whichever is greater.

- c) Long-term disability coverage equal to 60% of an employee's monthly pay to a maximum of \$2,250.00 per month offset by workers' compensation and social security disability payments. Long-term disability coverage provided under this Agreement is subject to and governed by the terms and conditions of the insurance contract. To be eligible for long-term disability coverage under this Agreement, the employee must be employed by the Employer regularly on a full-time or part-time basis for six (6) continuous months and must work at least thirty (30) hours per week.
- d) Health benefits will be extended to qualifying adult children in accordance with applicable law.

Section 2. Regular, full-time employees who regularly work at least thirty (30) hours per week shall contribute toward payment of the premiums for medical/surgical and hospital benefits, major medical, dental and prescription plans offered by the Town in the following amounts:

| <u>Dates</u> | <u>Percentage of Employee Premium Contribution</u> |
|------------------------|--|
| 7/1/23 through 6/30/24 | 20% |
| 7/1/24 through 6/30/25 | 20% |
| 7/1/25 through 6/30/26 | 21% |

Prescription Drug Co-Pays shall be as follows after the employee's yearly deductible has been met:

| | |
|--------------------------|---------|
| Generic Drugs: | \$15.00 |
| Brand Name Preferred | \$25.00 |
| Brand Name Non-Preferred | \$40.00 |

Section 3. The Employer may change carriers provided that the coverage made available to employees is comparable to the coverage described in this Article.

Section 4. Except as otherwise provided below, once the employee, who has regularly retired under the terms of the Town of Woodbury Pension Plan, is eligible for Medicare coverage, the Town shall provide, without cost to the employee, the medical supplemental riders (Plan F) to the employee. If the employee wishes to include his/her spouse with this coverage, the employee must pay one hundred (100%) percent of the difference in premium between that of the employee/spouse coverage, and that of the employee only coverage. Any employee hired on or after July 1, 2014 shall not be eligible for any post-employment medical benefits provided by the Town.

ARTICLE XV – SICK LEAVE

Section 1. Sick leave without loss of regular pay shall be granted to employees in accordance with the following:

- a) Sick leave shall accrue at the rate of 1 and 1/12 day per full calendar month of employment. No sick leave shall accrue during the time in which an employee is on a leave of absence without pay for more than three (3) days.

Section 2. Employees must notify their supervisors as far in advance as possible of their inability to report to work and their anticipated length of absence. Sick leave may be taken in hourly increments.

Section 3. Sick leave may be granted for personal or family sickness or physical incapacity resulting from causes beyond the employee's control. Sick leave may be taken to meet medical or dental appointments outside his or her working hours, provided the department head is notified at least one day in advance. The Employer may require medical verification of illness that lasts for more than three (3) working days.

Section 4. Sick leave shall not be granted to an employee who, within the same twenty-four (24) hour period of the workday, performs work activities for compensation for another employer or in a self-employed capacity. No sick leave shall be granted in case of an injury to an employee when he/she is engaged in outside employment or any occupational illness attributed thereto.

Section 5. Accrued but unused sick leave shall not be payable on termination except for retirement. Upon retirement, an employee will receive one-quarter (1/4) day's pay for each unused sick day.

Section 6. Funeral leave of one (1) day will be granted if there is a death in the immediate family of the employee. Additional day(s), charged to sick leave, will be granted permitting a cumulative of three (3) days for such death with the exception of the death of a spouse when four (4) days of leave inclusive of one (1) funeral day will be granted. The "immediate family" shall mean father, mother, spouse, son, daughter, brother, sister, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunts, uncles, grandfather and grandmother of the employee.

Section 7. Regular, full-time employees regularly scheduled to work at least thirty (30) hours per week shall be permitted three (3) personal days off without loss of regular pay or deduction from any other source per calendar year. Personal days may be used for personal business or for the observance of religious holidays. Employees are eligible to take these days upon completion of the probationary period.

Section 8. When possible, written application for such personal leave shall be made to the Director of Public Works on a form supplied by the Selectmen's Office as far

in advance as practical and at least two days in advance. Personal leave may be taken in hourly units.

Section 9. Employees may participate in a Voluntary Master Sick Leave Bank as set forth in “Negotiation Side Letter – Public Works”, dated July 1, 2004 attached hereto as Appendix B. In order to be eligible to access sick leave benefits under the terms of the Sick Leave Bank, an employee must first exhaust all sick leave, personal leave and all but five (5) days of vacation available to the employee.

ARTICLE XVI – PENSION

Section 1. The Employer shall maintain in effect for the duration of this Agreement the Town of Woodbury Pension Plan updated as of July 1, 2014. Employees hired on or after July 1, 2021 shall not be eligible to participate in the Town Pension Plan. Instead, once they complete their probationary period they shall participate in a 401(a) defined contribution plan established by the Town.

Section 2. Town agrees to create an IRS 125 account (pre tax) for pension contributions.

ARTICLE XVII – SAFETY AND HEALTH

Section 1. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations. Helmets shall be furnished employees on jobs whenever overhead hazards exist. Employees are required to wear protective shoes at all times and the Employer shall give each employee a three hundred twenty-five dollar (\$325.00) allowance for protective work shoes, provided the employee provides the original receipt. The Employer shall provide, each contract year, uniforms for each full-time employee as listed below:

- One (1) pair of coveralls per year
- One (1) pair of summer and one (1) pair of winter work gloves
- One (1) pair of safety glasses
- One (1) pair of ear protection
- Six (6) shirts with emblem, or any combination thereof of the employee’s choice
- Five (5) T-shirts of an approved safety color with emblem
- Four (4) pairs of pants or shorts, or any combination thereof of the employee’s choice
- One (1) lined jacket with emblem

Additional work gloves may be provided, as needed, within the discretion of the Director of Public Works or his/her designee.

Such uniforms shall be maintained in a sanitary and orderly fashion by the employee, cleaned at the expense of the employee, and worn by the employee while on duty. The Employer shall provide all employees with foul weather gear.

Section 2. A safety committee composed of the Employer and employee representatives shall be formed and review safety conditions periodically. The employee representative shall be designated by the employees. The safety committee shall meet quarterly with one (1) representative from the bargaining unit.

Section 3. Employees will comply with the terms of the Guidelines for Safe Practices as established by the Town, as such Guidelines may change from time to time.

ARTICLE XVIII – UNION RIGHTS

Section 1. Representatives of the Union shall be allowed access to employee work areas provided they notify the First Selectman or his/her designee in advance and they do not disrupt Town employees during work hours.

Section 2. The Town shall provide the Union with a space on a bulletin board for the purpose of posting notices.

Section 3. A bargaining unit member may take up to two (2) days off without pay each year, to be scheduled with at least two (2) weeks advance notice to the Public Works Director provided that an employee requesting such time off without pay shall substantiate the Union business to be conducted during such leave.

ARTICLE XIX – MISCELLANEOUS

Section 1. If any provision of the Agreement is held to be invalid, the remainder of the Agreement shall continue in full force and effect.

Section 2. The Employer agrees to furnish each employee covered by this Agreement with a copy of such Agreement.

Section 3. When an employee is authorized and required by Town management to use his/her personal vehicle for Town business, the employee will receive reimbursement at the current IRS mileage rate per mile. Written requests for reimbursement for mileage and tolls shall be submitted monthly.

Section 4. The Town will reimburse the employee for 50% of the cost of tuition and fee expenses, up to a maximum of \$500.00 per year, incurred by the employee to attend a job related training course, provided that the course is approved in advance by the First Selectman and provided that the employee receives a passing grade.

Section 5. An employee, upon request, shall have access to his/her personnel file as provided by law. The Town will notify the employee if a person other than the Employer seeks access to the employee's personnel file.

Section 6. The Employer shall follow the Town of Woodbury's Drug Testing Policy as it may be amended from time to time to comply with DOT regulations.

ARTICLE XX – DURATION

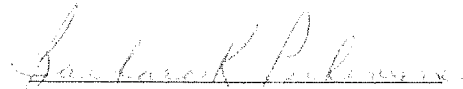
This Agreement shall be effective as of July 1, 2023 through June 30, 2026. The Agreement shall continue from year to year thereafter unless either party gives 150 days written notice prior to June 30, 2026, or June 30 in any year thereafter, of its desire to modify or terminate this Agreement.

TEAMSTERS LOCAL 443

TOWN OF WOODBURY



Secretary Treasurer



Barbara K. Perkinson
First Selectman

7-14-23

Date

July 10, 2023

Date



Fully Underwritten Rate Quotation For:
 Rate Period Beginning: July 1, 2016

Town of Woodbury
 July 1, 2016

Aethra HSA - Current

Anthem HSA - Effective 7/1/16

Plan Description: Plan 1 - Current HFC HSA
 Plan 2 - Alternative Option HFC HSA

Funding Type Embedding: Fully Insured Non-Embedded
 Fully Insured Non-Embedded

| | In-Network | Out-of-Network | In-Network | Out-of-Network |
|-----------------------|--------------------------|--------------------------|--------------------------|---------------------------------|
| MEDICAL | | | | |
| Office Visit | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance |
| Specialist Visit | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance |
| Inpatient Admission | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance |
| Emergency Room | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance |
| Outpatient Surgery | Deductible & Coinsurance | Not Covered | Deductible & Coinsurance | Deductible & Coinsurance |
| Urgent Care | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance |
| High Cost Diagnostic | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance |
| Deductible | \$250 / \$700 | \$450 / \$500 | \$500 / \$500 | Shareholder/Retiree: 76 / \$500 |
| Coinsurance | 10% | 10% | 10% | 10% |
| Out-of-Pocket Maximum | \$3,300 / \$680 | \$700 / \$500 | \$3,300 / \$680 | \$2,500 / \$4,000 |

| | | | | |
|-----------|--------------------------|--------------------------|--------------------------|--------------------------|
| DIME | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance | Deductible & Coinsurance |
| Identity | Applicable cost share | Applicable cost share | Applicable cost share | Applicable cost share |
| Bariatric | Not Covered | Not Covered | Not Covered | Not Covered |

PHARMACY

| | | | | |
|------------|----------------|----------------|----------------|----------------|
| Rx Rider | N/A | N/A | N/A | N/A |
| Mail Order | N/A | N/A | N/A | N/A |
| OC / SD | N/A | N/A | N/A | N/A |
| MAC | N/A | N/A | N/A | N/A |
| Formulary | Not Applicable | Not Applicable | Not Applicable | Not Applicable |

ODHP OPTIONS

| | | | | |
|--------------|--|--|--|--|
| Account Fees | Employer pays account fees with incentives | Employer pays account fees with incentives | Employer pays account fees with incentives | Employer pays account fees with incentives |
| Incentives | 5% of net savings | 5% of net savings | 5% of net savings | 5% of net savings |
| Rx | N/A | N/A | N/A | N/A |
| Funding | N/A | N/A | N/A | N/A |
| Rollover | N/A | N/A | N/A | N/A |

BlueCross BlueShield of Vermont
 100 Waterbury Street, Waterbury, VT 05671
 800-833-8333

APPENDIX B

July 1, 2004

Stephen R Ferrucci, III
CSEA, Inc., SEIU, AFL-CIO, Local 760
760 Capitol Avenue
Hartford, CT 06106-1263

Re: Negotiation Side Letter – Public Works

Dear Steve:

This letter confirms the agreement we reached during the recent negotiations for a new Collective Bargaining Agreement (“Agreement”) with the Public Works employees.

1. The Town shall establish a voluntary master sick leave bank for use by employees who suffer prolonged illness or have an immediate family member who suffers prolonged illness, and who have exhausted their sick leave.
2. The master sick leave bank shall become effective on January 1, 2005.
3. Participation in the master sick leave bank requires a minimum annual contribution of two sick days from the participating employee’s accumulated sick leave. However, employees may contribute more than two days if they desire. Employees wishing to participate in the master sick leave bank must contribute to the bank during the month of January each year.
4. A participating employee shall be permitted, upon written application to the First Selectman, and with the First Selectman’s approval, to withdraw up to thirty days from the bank after his/her own accumulated sick leave has been exhausted. The employee shall be permitted, upon written application to the First Selectman, and with the First Selectman’s approval, to withdraw one additional thirty-day period. Any employee applying to the First Selectman for leave from the master sick leave bank shall provide documentation clearly demonstrating that the illness warrants such absence.
5. Any employee who ceases participation in the master sick leave bank shall not be allowed to withdraw any contributed sick days.
6. Any employee withdrawing sick days from the master sick leave bank shall not be required to replace such days, except as a regular participating member of the bank.

7. The First Selectman may approve an employee's request for sick leave from the bank even if there are no days remaining in the bank and shall debit the sick leave bank for used days, as the days become available through contributions. The First Selectman reserves the right to deny an employee's application for leave if there is insufficient employee participation in the sick leave bank.

8. For purposes of the master sick leave bank, a day of leave is equivalent to a day of pay for the participating member, and as such, there shall be no difference in the monetary value between the days contributed by one participating member and the days received by another member.

9. Leave from the master sick leave bank may be used until the participating member qualifies for long term disability. Leave from the master sick bank may not be used to supplement payments received through the Town's long term disability plan.

Sincerely,

Richard W. Crane
First Selectman

cc: Domenico Zaino, Esq.