

MEMORANDUM

TO: Mayor William W. Dickinson, Jr.
From: Department of Engineering
Re: Request for Bid Waiver
Date: October 3, 2003

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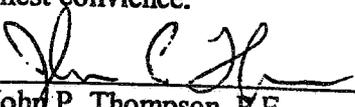
Mayor:

We recently learned that we would be eligible for 100% reimbursement of our costs for inspection services; for the Wall Street Bridge project; if we select a state certified construction inspection firm using their Qualification Based Selection (QBS) process.

As the estimated cost(s) for inspection on this project could range from \$115,000 to \$170,000; based on a pre-bid Engineer's Estimate of Probable Construction costs of \$775,000, I respectfully request that this matter be placed on the next Town Council agenda as a Request for a Bid Waiver.

If you have any questions, or if you need any additional information to support this request please let me know at your earliest convenience.

Respectfully requested:


John P. Thompson, P.E.
Town Engineer

cc: Robert V. Baltramaitis, P.E., Assistant Town Engineer

AGREEMENT

between

THE TOWN OF WALLINGFORD

- and -

LOCAL 1183 - COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

July 1, ~~1998~~ 2003

to

June 30, 2008

INDEX

PAGE

CLASSIFICATIONS.....
CLOTHING ALLOWANCE
DISCIPLINARY ACTION
DURATION
FUNERAL LEAVE
GENERAL PROVISIONS
GRIEVANCE PROCEDURE
HOLIDAYS
HOLIDAY PREMIUM PAY
HOURS OF WORK
INJURY LEAVE
INSURANCE
JURY DUTY
LONGEVITY PAY
MANAGEMENT RIGHTS
MILITARY LEAVE
NO STRIKE OR LOCKOUT
OVERTIME
PART-TIME EMPLOYEES
PRIOR PRACTICE
PROMOTIONS
RECOGNITION
RETIREMENT
SAFETY
SENIORITY
SICK LEAVE
UNION CONVENTIONS
UNION SECURITY
VACATIONS
WAGES

LOCAL 1183 - 1998 2003 - 2008

A G R E E M E N T
between
THE TOWN OF WALLINGFORD, CONNECTICUT
- and -
LOCAL 1183 - COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

AGREEMENT entered into by and between the TOWN OF WALLINGFORD, CONNECTICUT, hereinafter referred to as the "Town", and LOCAL 1183 OF COUNCIL 4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

SECTION 1: The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours and conditions of employment as certified by the Connecticut State Board of Labor Relations on January 31, 1966 for all regular full-time employees in classifications listed in the wage schedule included in this agreement comprised of clerical employees and employees in the Engineering, Public Works and Sewer departments, excluding superintendents, assistant superintendents and foremen.

SECTION 2: The Town further recognizes the Union as the exclusive representative of all employees not already included in an existing bargaining unit, excepting those employees working less than twenty (20) hours per week; excluding supervisory personnel, the Town Treasurer, building-plumbing/heating inspectors, building sanitary inspectors, Personnel Technician and all other employees of the Personnel department (excluding the Risk Management division of the Personnel department) and the executive secretaries to the Mayor, Director of Public Utilities, Personnel Director, Town Attorney, Comptroller, Director of Public Works and the Police Chief and for the purposes of collective bargaining, such employees shall be included in the existing unit presently represented by the Union, as certified by the Connecticut State Board of Labor Relations on December 8, 1970.

ARTICLE 2
UNION SECURITY

SECTION 1: All employees within the bargaining unit shall become and remain members of the Union or pay a service fee equal to Union dues as a condition of continuing employment not later than thirty (30) days after their date of hire. An agency fee payer may apply to the AFSCME International Union for a rebate in accordance with the Union's existing procedure.

SECTION 2: Upon receipt of individual written authorization from bargaining unit members, the Town agrees to deduct the ~~monthly~~ weekly dues or service fee from earned wages during the designated payroll week of each month and to remit same to the Financial Officer of the Union not later than the last day of each month- week.

SECTION 3: The ~~monthly~~ weekly dues or service fees remittances to the Union will be accompanied by a list of names of those employees from whose wages dues deductions have been made.

SECTION 4: The ~~monthly~~ weekly deductions specified in the above Section(s) may be increased or decreased by the Union with notice from the Union President to the Comptroller ~~Personnel Director~~.

LOCAL 1183 - 1998 2003 - 2008

SECTION 5: The Union agrees to indemnify, save and hold the Town harmless from any claims, suits, losses, damages or expenses arising out of or in any respect related to the application or operation of this Article.

**ARTICLE 3
SENIORITY**

SECTION 1: The length of continuous service with the Town shall constitute Town seniority. This shall govern in the case of vacation and longevity pay.

SECTION 2: The length of continuous service within a Seniority Unit shall constitute Department seniority. This shall govern in the case of vacation preference, lay-off and recall from lay-off. For the purposes of this section, an employee may exercise Department seniority only in that Seniority Unit to which he/she is assigned:

- a) Seniority Unit I: Public Works
- b) Seniority Unit II: Water Pollution Control
- c) Seniority Unit III: Clerical Employees
- d) Seniority Unit IV: Engineering Dept. (non-clerical)

SECTION 3: All new employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this agreement except sick leave credit and the right to grieve discharge. **Each dispatcher hired after the date this contract is signed shall serve a probationary period of nine (9) months. These employees may not grieve a discharge during the probationary period. These dispatchers shall be provided written performance evaluations each sixty (60) to ninety (90) days while on probation.** All employees who have successfully completed their probationary period shall become regular employees and the probationary period shall be counted in determining Town Seniority.

SECTION 4: If the event the status of a temporary, full-time employee is changed to that of a probationary, full-time employee, the continuous period served as a temporary, full-time employee will be credited against the probationary period. Furthermore, in the event the status of this employee then changes to a regular full-time employee, his Town seniority shall commence from the date his continuous full-time employment with the Town began.

SECTION 5: Any employee who has transferred out of the bargaining unit or to another seniority unit within the bargaining unit and returns to his former seniority unit with one (1) year shall retain Department seniority accumulated prior to the date of transfer.

SECTION 6: In the event of a lay-off or recall from lay-off, Department seniority shall be observed, provided the employees retained or recalled have the required skill to perform the work available.

SECTION 7: If a lay-off takes place, temporary, part-time and probationary employees performing bargaining unit work shall be laid off first.

SECTION 8: During their term of office, the President, Vice-President, Treasurer, Secretary and Stewards shall, in the event of a lay-off, head the Seniority lists.

SECTION 9: a) In the event of a reduction of the work force, employees shall be laid off by seniority with the least senior employee being laid off first. An employee being laid off may bump a less senior employee who is equal to or lower in classification in

LOCAL 1183 - 1998 2003 - 2008

the seniority unit identified in Section 3.2. The bumping employee must be qualified to perform the work required in the position he is bumping to. Employees who are bumped shall have the same rights and bumping procedure available to them.

- b) In the event an employee does not qualify or chooses not to exercise bumping rights, he shall be placed on a recall list for two (2) years and no new employees shall be hired until each laid off employee has been recalled.
- c) Employees on a recall list will be recalled to their seniority unit in the reverse order from that in which they were laid off, provided they are able and qualified to perform the available work in the seniority unit and that they return to work within two (2) weeks of the date of notification by the Town to the employees.

SECTION 10: An employee shall lose all seniority under any of the following circumstances:

- a) He/she resigns voluntarily.
- b) He/she is discharged for just cause.
- c) When laid off, he/she fails to return to work within ten (10) working days after the Town has notified him/her to return to work by certified mail to his/her last known address, or fails to give a satisfactory reason for not reporting.
- d) He/she retires.
- e) Lay-off in excess of two (2) years.

SECTION 11: The Town of Wallingford shall establish a seniority list, and the list shall be brought up to date January 1 of each year, and a copy shall be delivered to the Secretary of the Local.

SECTION 12:

1. The Town of Wallingford shall supply the Union secretary with a list of all employees, showing their date of hire and classification annually.
2. The Town will supply the Union Secretary with names of new employees, including their starting rate and classification, no later than fourteen (14) days after their date of hire.

~~**SECTION 13:** Despite the provisions of Section 2 of this Article, any employee who has transferred out of the bargaining unit or to another seniority unit within the bargaining unit and is laid off within one (1) year of the date of transfer shall have the right to return to his/her former seniority unit in the same classification.~~

**ARTICLE 4
PROMOTIONS**

SECTION 1: Promotions, whenever possible, will be made from within the Seniority Unit involved in accordance with the Town's Classified Service Rules, with credit given for seniority as prescribed therein.

SECTION 2: When a promoted employee successfully completes a working test period of six (6) months

in the new position, he shall be considered a regular employee. If, however, he is removed from the position within the six (6) month trial period, he shall be returned to his former position within the Seniority Unit. In no event may the employee voluntarily remove himself from the new position to his former position during this period without the explicit approval of the Personnel Director and only if a vacancy exists in the former position.

ARTICLE 5
HOURS OF WORK, OVERTIME, & HOLIDAY PREMIUM PAY

SECTION 1: Hours of Work for Public Works Department and Garage

The normal work week shall be forty (40) hours, consisting of five (5) work days, Thursday through Wednesday, of eight (8) hours each day, ~~7:30 a.m. - 4:00 p.m.~~ **7:00 a.m. to 3:30 p.m.**, with one-half (1/2) hour off for lunch, from 12:00 noon to 12:30 p.m.

SECTION 1a:

~~Where operational needs permit, the summer (April first to November first) hours of work for the Public Works Department shall be 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour off for lunch.~~

SECTION 2: Hours of Work for Sewer Department:

- a. The normal work week for day workers shall be forty (40) hours, consisting of five (5) work days, Monday through Friday, of eight (8) hours each day, 8:00 a.m. - 4:30 p.m., with one-half (1/2) hour off for lunch.
- b. The normal work week for rotating shift workers shall be forty (40) hours, consisting of five (5) days of eight (8) hours each day, including one-half (1/2) hour paid lunch period, followed by two (2) days off, which shall be consecutive, except in the case of a shift change. The Department will, insofar as is practicable, provide equal rotation of shifts and days off.
- c. For rotating shift workers, there shall be three (3) shifts per twenty-four (24) hour period: 8:00 a.m. - 4:00 p.m.; 4:00 p.m. - 12:00 midnight; 12:00 midnight - 8:00 a.m. In order to provide twenty-four (24) hour, seven (7) day week coverage, whenever swing shifts shall be necessary, employees shall be assigned to such shifts on an equitable basis.
- d. **Discussions regarding summer work hours (7:30 a.m. to 4:00 p.m.) for a given calendar year shall begin by May 1 of each year.**

SECTION 3: Hours of Work for Police Dispatchers:

- a. All full-time police dispatchers shall work a five-day, forty (40) hour week, with one-half hour paid meal break, and two fifteen minute coffee breaks during which the dispatcher will be available in the dispatch center. The normal shift hours for police dispatchers shall be: 2300-0700, 0700-1500 and 1500-2300.
- b. The scheduling of overtime shall first be offered to bargaining unit personnel on a rotating basis so as to reasonably equalize the overtime opportunities for each employee.
- c. Notwithstanding the procedures set forth within Section 3a above, the Police Chief or

LOCAL 1183 - 1998 2003 - 2008

his designee may, when he determines that an emergency or other situation demands immediate staffing, assign personnel until the emergency or other situation has been resolved.

SECTION 4: Shift Differential for Police Dispatchers. The 1500 to 2300 shift employees shall receive a five percent (5%) shift differential above base pay. The 2300 to 0700 shift employees shall receive a ten percent (10%) shift differential above base pay.

SECTION 5: Shift Swaps for Police Dispatchers. Each dispatcher who has completed probation may be permitted to initiate up to ~~forty-eight (48)~~ ~~thirty (36)~~ shift swaps per calendar year but no more than ~~five (5)~~ ~~three (3)~~ shift swaps per calendar month, not cumulative, with another dispatcher provided, however, that such shift swap is in compliance with the rules stated hereafter. Each dispatcher may swap no more than three (3) shifts in one work week, and further, that Such request shall be submitted on a standard written agreement form as promulgated by the police administration, signed by both parties to the agreement and received by the Chief or his designee for approval at least forty-eight (48) hours before the shift to be worked (swapped).

a. ~~Probationary dispatchers are ineligible for shift swaps.~~ All shift swaps are for full shifts, not partial shifts, and swaps are prohibited when either employee is scheduled for training or other activity requiring the employee's presence. An employee being asked to swap a shift has the right to refuse. Dispatchers serving a nine (9) month probationary period consistent with Article 3 Section 3 shall have the right to swap shifts after the first six (6) months of said probationary period.

b. ~~An employee shall not be entitled to a shift swap during his shift changeover week and~~ The swap agreement shall not result in either employee working, or agreeing to work, in excess of sixteen (16) hours in any twenty-four (24) hour period.

c. Any shift premium shall only be paid to the person who actually works a shift for which the premium pertains. The language of Article 5 Section 10 shall not apply when hours worked due to shift swapping exceeds eight (8) hours per day.

d. Should the dispatcher agreeing to work the swap (replacement employee) fail to report for duty for ~~any~~ whatever reason, it shall be the responsibility of the replacement employee to find another replacement. In the event the replacement employee must book-off sick or take funeral leave, he shall be charged, but not paid, for sick leave or funeral leave as the case may be and will also forfeit one swap day. A replacement employee shall not book-off for vacation or for any reason other than sick leave or funeral leave and may be subject to disciplinary action for failing to report for duty.

e. No monetary payments, gifts or tangible property of any kind will be exchanged by employees in connection with a shift swap. No swap shall result in or cause any additional cost to the Town, including overtime or otherwise. Under no circumstances shall the Town incur any liability under the Fair Labor Standards Act, as amended, or under any regulation of the Department of Labor, as may be implemented from time to time, arising out of or related to this Article and the Union agrees to hold the Town harmless from such liability.

SECTION 6: Hours of Work for General Clerical:

a. The hours of work for clerical employees shall coincide with the assigned office or section and shall not be reduced during the term of this agreement.

LOCAL 1183 - 1998 2003 - 2008

- b. All part-time employees covered by this Agreement shall retain their present scheduled hours of work during the term of this agreement.

SECTION 7: Hours of Work for Engineering Department:

- a. The normal work week shall be forty (40) hours, consisting of five (5) work days, Monday through Friday, of eight (8) hours each day, 8:00 a.m. - 4:30 p.m., with one-half (1/2) hour off for lunch.
- b. The normal work week for employees in draftsperson classifications shall be forty (40) hours, consisting of five (5) work days, Monday through Friday, of eight (8) hours each day with one-half (1/2) hour off for lunch as follows:
1. Based upon seniority and subject to the needs of the department, and with the approval of the Department Head, employees in draftsperson classifications shall work the following schedule: one employee shall work 7:30 a.m. to 4:00 p.m. and the other shall work 8:00 a.m. to 4:30 p.m. This schedule may be flexible and rotate between employees in these classifications in this department with the approval of the Department Head.

c. The normal work week for the survey crew shall be forty (40) hours, consisting of five (5) work days, Monday through Friday, of eight (8) hours each day, 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour off for lunch. Such schedule may be amended by the Department Head to coincide with summer hours worked by the Public Works employees subject to the needs of the department.

SECTION 8: Coffee Break

1. Each employee is allowed a work break not to exceed fifteen (15) minutes in the morning and afternoon at a time and place most convenient to the work as determined by the Town. The Union recognizes such breaks are subordinate to the work schedule and, as such, may be changed by the supervisor as the workload dictates. When feasible, in the Town's discretion, coffee will be brought to the job site by one employee. Employees working at a fixed location shall take work breaks in areas designated by the department for such use.

SECTION 9: Work Week:

For the purpose of computing overtime, the work week for employees in the Sewer division and the Police department shall commence at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday. The work week for all other employees shall commence at 12:01 a.m. Thursday and end at 12:00 midnight the following Wednesday.

SECTION 10: Time and One-Half shall be paid for:

1. All work performed in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week unless otherwise provided.
2. All work performed on Saturday unless otherwise provided.

SECTION 11: Double Time shall be paid for:

1. All work performed on those holidays specified in this Agreement, in addition to holiday pay.

LOCAL 1183 - 1998 2003 - 2008

2. All work performed on Sunday, except in the case of a shift worker(s) where such Sunday is a scheduled workday.

SECTION 12: Change in Shift Schedule:

When an employee's normal work schedule, other than clerical and engineering employees, is changed with less than seventy-two (72) hours' advance notice, any time worked within the new normal schedule, which was not normal work time under the old schedule, will be paid for at one and one-half (1-1/2) straight time rates until the advance notice period has expired, except when other rates are applicable, and excepted further that when an employee's normal work schedule is changed to provide relief coverage because of sickness or other unexpected absences of employees, forty-eight (48) hours shall be the advance notice period for application of greater than straight time rates. An employee may be returned to his previous normal schedule without forty-eight (48) hours' advance notice after serving a relief coverage assignment as described herein.

SECTION 13: Full-time regular employees in the Bargaining Unit shall be given preference on all overtime assignments.

SECTION 14: All overtime work shall be distributed as equally as possible (within twenty hours) among employees within classifications during each calendar year provided they are qualified. **Effective upon signing, for Sewer Division employees, the overtime distribution shall be within thirty (30) hours among employees by classification during each calendar year provided they are qualified.**

SECTION 15: Any employee summoned for overtime work and who was not available shall be considered to have worked and so recorded, and his/her name dropped to the bottom of the overtime call-in list.

SECTION 16: The Union shall be given a list of all overtime hours and hourly rate paid to each employee periodically.

SECTION 17a: Call-In Pay:

- a. Any employee called back to work after his/her workday has ended, and he/she has left the premises, shall receive a minimum of four (4) hours' pay at the applicable overtime rate. This clause shall not apply, however, in the case of planned overtime. In the event an employee is called in more than one (1) time within any four (4) hour period, the second call shall begin with the time the employee "rings in".
- b. No fewer than two (2) employees will be called in for each call-in assignment in the Public Works Department between November 1 and March 31. This clause shall not apply, therefore, in any instance where the work can be performed by only (1) man. Moreover, this clause shall not be interpreted to preclude the assignment for one (1) man to each vehicle to perform snowplowing or similar work.

SECTION 17b: Sewer Division:

Qualified employees assigned to the Sewage Collection System, including Pumping Stations, whose job requirements include assignment to take emergency calls outside their regular working hours shall be placed "on call" as follows:

LOCAL 1183 - 1998 2003 - 2008

- a. One (1) "call man" will be placed on call for each period consisting of seven (7) consecutive days according to a systematic procedure of assignment.
- b. When placed "on call", the "call man" will be required, during the period of such assignment, to make himself/herself available at his/her reporting base within one-half (1/2) hour.
- c. Any "call man" who is assigned by the Sewer Division to take emergency calls outside his/her normal scheduled hours will be paid one and one-half (1-1/2) hours at basic straight time rate for each such day assigned, Monday through Saturday, and two and one-quarter (2-1/4) hours at basic straight time rate for each Sunday and recognized holiday so assigned.
- d. If called upon to perform work in addition to (c), he/she shall receive a minimum of three (3) hours pay at the applicable overtime rate.
- e. In the event an employee is called in more than one (1) time within any two (2) hour period, the second call shall begin with the time the employee "rings in".

SECTION 18: Whenever employees work in excess of ten (10) consecutive hours (consecutive hours shall not be considered to be broken by the normal lunch period. The lunch period shall not be counted as time worked), they shall be afforded a one (1) hour paid meal period and will be paid a meal allowance of seven dollars and fifty cents (\$7.50). If the employee continues to work, he or she will be afforded a one hour paid meal period and will be paid a meal allowance for each additional five (5) hours at work (unbroken by the meal periods). Effective July 1, 2001 such meal allowance shall be eight dollars and fifty cents (\$8.50).

SECTION 19: Employees of the Public Works Department who may be asked to work long hours due to storm conditions or other unusual circumstances will not be required to work more than sixteen (16) consecutive hours without going home for an adequate rest period.

SECTION 20: Effective upon signing, dispatchers held over or called back to fill shift vacancies will work such overtime in four (4) hour increments with the following conditions:

- a. The overtime may extend to more than four (4) hours if a replacement is not found.
- b. This procedure of overtime assignment will occur for a six (6) month trial period or, if, in the Town's opinion the procedure is untenable for any reason, the Town may terminate this procedure and revert to the prior procedure of full shift holdovers or callbacks. If, in the Town's opinion, the procedure works to its satisfaction, the procedure may be continued at the Town's discretion. The Town reserves the right to terminate this overtime procedure at any time after discussions with the Union. Any decision made regarding this procedure shall not be subject to the grievance procedure.
- c. Nothing in this agreement shall be interpreted to mean a dispatcher may only be ordered in or volunteer for overtime in four (4) hour blocks.

SECTION 21: a) In the event an employee in the Public Works department works in excess of twelve (12) continuous hours for a snow emergency, and the twelfth (12th) hour worked falls between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, the Director of Public Works or his designee may send said employee home with pay if he is no longer needed to work the snow emergency.

LOCAL 1183 - 1998 2003 - 2008

- a) The Town may limit the number of employees, including garage personnel, who may be sent home based upon operational needs of the department and at the discretion of the Director of Public Works or his designee.
- b) Employees required to remain at work during these circumstances shall be selected based upon inverse seniority on a rotating basis on the condition they are qualified to perform the work. These employees will be compensated straight time wages for hours worked between 7:00 a.m. and 3:30 p.m.
- c) In the event the Town requires employees to return to work during the hours of 7:00 a.m. to 3:30 p.m. due to an emergency, any employee called back to work shall be called based upon inverse seniority among qualified employees to perform the required work. Employees called back to work under this circumstance shall be compensated straight time wages for hours worked between 7:00 a.m. and 3:30 p.m. In the event an employee works beyond 3:30 p.m. he shall be compensated at the regular overtime rate and call back rate pursuant to Section 17a of this article, if applicable.
- d) Employees sent home who fail to return to work within one (1) hour of being called by the Town will be ineligible to be considered for this paid rest time procedure for a period of one (1) year from the date of the occurrence.

**ARTICLE 6
GRIEVANCE PROCEDURE**

SECTION 1: The term "grievance" as used in this agreement is defined as follows: any dispute, disagreement or difference arising between any one or more employees and the Town, or between the Union and the Town, as to the application of any of the terms and provisions of this agreement.

The establishment of the steps for the formal handling of grievances shall not prohibit or discourage discussion between an employee and his supervisor of any matter arising out of the employee's relationship with the Town and shall not prohibit or discourage the amicable solution of such matters without recourse to the formal grievance procedure.

Nothing in this agreement is intended to deprive any employee or group of employees or the Union of any right with respect to the presentation or adjustment of grievances conferred upon them respectively by law.

Any grievance, as heretofore defined, shall be handled as follows:

- a. Step 1 The aggrieved employee, with or without the steward, within ten (10) working days after the grievance or knowledge thereof arises, shall state his case to the immediate supervisor who will use his best efforts to settle the dispute and shall give his answer in writing within five (5) working days.
- b. Step 2 In the event that the grievance is not satisfied in this manner, the employee, with the steward or designated Union representative, within five (5) working days after the receipt of the immediate supervisor's answer, shall submit the grievance in writing to the Department Head, or his representative, setting forth the nature of the grievance and the provision of the agreement on which the grievance is based. The Department Head or his representative shall respond in writing within five (5) working days or hold a meeting at this step within five (5) working days. If a meeting is held, the Department Head will give his answer in writing within five (5) working days.

LOCAL 1183 - 1998 2003 - 2008

- c. Step 3 If the employee remains dissatisfied, the grievance shall be presented, within five (5) working days after receipt of the Department Head's answer, to the Personnel Director or his authorized representative. The Personnel Director, or his representative, will convene a meeting within ten (10) working days of receipt of the grievance appeal, to be attended by himself and such other representatives of management as required, plus the grievant and not more than three (3) employee representatives to be designated by the Union. The Personnel Director shall render his decision in writing within ten (10) working days after the close of the hearing.
- d. Step 4 If the grievance is not satisfactorily disposed of, and if it concerns the interpretation or application of any of the provisions of this agreement, the Union may submit it to the Connecticut State Board of Mediation and Arbitration (Board) for arbitration, but only within twenty (20) **working** days after submission of the Personnel Director's disposition of the grievance to the Union, or within twenty (20) **working** days after the Union answer to a Town grievance, as the case may be, and the decision of the Board shall be final and binding on both parties. The cost of the arbitration will be shared by the parties. Notwithstanding the above language, within twenty (20) **working** days after the Union has filed for arbitration in compliance with paragraph (d), the Town may, in its sole discretion, notify the Union that it wants the matter heard by the American Arbitration Association (AAA) and submit a demand for arbitration to AAA. If the matter is heard by, the Town agrees to pay the full costs of the AAA administrative fees and the arbitrator's full fee.

SECTION 2: The arbitrator(s) shall conduct the hearing in accordance with the applicable rules and render a decision which shall be final and binding on all parties provided, however, that the full legal rights of the parties in the courts shall not be restricted in any way and that the panel shall not modify, alter, add to or subtract from the provisions of this agreement.

SECTION 3: Any grievance not presented or followed through the grievance procedure above outlined shall be deemed waived and withdrawn by the Union. If at any step in the grievance procedure, the Town fails to give its answer within the prescribed time, the grievance will automatically proceed to the next step unless time is extended by mutual consent in writing.

SECTION 4: The grievant and/or not more than three (3) members or stewards from this bargaining unit, as designated by the Union, shall be allowed reasonable time off without loss of pay for the purpose of adjusting grievances.

**ARTICLE 7
VACATIONS**

SECTION 1a: In each calendar year, each regular employee in the Public Works and Sewer units hired prior to July 1, 1994 shall be granted vacation leave with pay in accordance with the following schedule:

Service	Vacation Allowance	
	Weeks	Days
Completed 6 mos. by July 1	1 week	= 5
Completed 1 yr. by July 1	2 weeks + 1	= 11
Completed 2 yrs. by July 1	2 weeks + 2	= 12
Completed 3 yrs. by July 1	2 weeks + 3	= 13
Completed 4 yrs. by July 1	2 weeks + 4	= 14
Completed 5 yrs. by July 1	3 weeks	= 15
Completed 6 yrs. by July 1	3 weeks + 1	= 16
Completed 7 yrs. by July 1	3 weeks + 2	= 17

LOCAL 1183 - ~~1998~~ 2003 - 2008

Completed 8 yrs. by July 1	3 weeks + 3	= 18
Completed 9 yrs. by July 1	3 weeks + 4	= 19
Completed 10 yrs. by July 1	4 weeks	= 20
Completed 11 yrs. by July 1	4 weeks + 1	= 21
Completed 12 yrs. by July 1	4 weeks + 2	= 22
Completed 13 yrs. by July 1	4 weeks + 3	= 23
Completed 14 yrs. by July 1	4 weeks + 4	= 24
Completed 15 yrs. by July 1	5 weeks	= 25
Completed 16 yrs. by July 1	5 weeks + 1	= 26
Completed 17 yrs. by July 1	5 weeks + 2	= 27
Completed 18 yrs. by July 1	5 weeks + 3	= 28
Completed 19 yrs. by July 1	5 weeks + 4	= 29
Completed 20 yrs. by July 1	6 weeks	= 30

SECTION 1b: Notwithstanding Section 1a of this Article, in each calendar year, each regular employee in the Public Works and Sewer units hired after July 1, 1994 and each regular employee in the clerical and engineering units hired after July 1, 1998 shall be granted vacation leave with pay in accordance with the following schedule:

<u>Service</u>	<u>Vacation Allowance</u>	
	<u>Weeks</u>	<u>Days</u>
Completed 6 months by July 1	1 week	= 5
Completed 1 year by July 1	2 weeks + 1	= 11
Completed 2 years by July 1	2 weeks + 2	= 12
Completed 3 years by July 1	2 weeks + 3	= 13
Completed 4 years by July 1	2 weeks + 4	= 14
Completed 5 years by July 1	3 weeks	= 15
Completed 6 years by July 1	3 weeks + 1	= 16
Completed 7 years by July 1	3 weeks + 2	= 17
Completed 8 years by July 1	3 weeks + 3	= 18
Completed 9 years by July 1	3 weeks + 4	= 19
Completed 10 years by July 1	4 weeks	= 20
Completed 11 years by July 1	4 weeks + 1	= 21
Completed 12 years by July 1	4 weeks + 2	= 22
Completed 13 years by July 1	4 weeks + 3	= 23
Completed 14 years by July 1	4 weeks + 4	= 24
Completed 15 years by July 1	5 weeks	= 25

SECTION 1c: Notwithstanding Section 1a and Section 1b of this article, in each calendar year, each regular employee hired in clerical or engineering units prior to July 1, 1998 shall be granted vacation leave with pay in accordance with the following schedule:

completed 6 months of service by July 1	- 5 days
1 year by July 1	- 11 days
2 years by July 1	- 12 days
3 years by July 1	- 13 days
4 years by July 1	- 14 days
5 years by July 1	- 15 days
6 years by July 1	- 16 days
7 years by July 1	- 17 days

LOCAL 1183 - 1998 2003 - 2008

8 years by July 1 - 18 days
9 years by July 1 - 19 days
10 years by July 1 - 25 days
11 years by July 1 - 26 days
12 years by July 1 - 27 days
13 years by July 1 - 28 days
14 years by July 1 - 29 days
15 years by July 1 - 30 days

SECTION 2: The vacation period shall be between January 1 and December 31 of each year. All vacations must be completed during the calendar year, are not cumulative and cannot be used in less than one-hour increments.

SECTION 3: Vacation preference slips will be distributed not later than February 1. Choice of vacation dates will be granted whenever practicable, subject to the needs of the department, and subject further to the requirement that all employees be given the opportunity to schedule up to two (2) weeks' vacation before additional vacation time is scheduled. Accordingly, additional weeks of vacation may or may not be consecutive to each other or to the first two (2) weeks. Any conflict in scheduling vacations will be resolved in favor of the employee having greater division seniority. Any employee who fails to submit his choice of vacation dates by April 15 will forfeit vacation choice by seniority that year. Vacation time may not be taken less than one hour at a time.

SECTION 4: Upon termination of employment, a regular employee shall receive any vacation pay which he/she has earned but not received, pro-rated at one-twelfth (1/12) of his/her total vacation allowance for each full calendar month of service completed since the previous July 1.

SECTION 5: In the event of the death of an employee, his/her pro-rated vacation pay shall be paid to his/her estate.

SECTION 6: In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his accrued sick leave, if any such sick leave is available. To invoke this option, the employee must submit a physician's certificate acceptable to the Personnel Director within two (2) working days back to work from said vacation period. Failure to do so shall invalidate the request and the Town shall have no obligation whatsoever to honor the request, nor shall the employee have the right to grieve said invalidation.

SECTION 7: When a holiday occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee will be credited with another day of vacation.

SECTION 8: An employee shall not accrue vacation benefits in any whole calendar month where he is on a non-FMLA unpaid leave of absence including unpaid suspensions if the unpaid leave or suspension is for a minimum of fifteen (15) working days in any given month.

**ARTICLE 8
SICK LEAVE**

SECTION 1: Each regular employee shall be entitled to benefits for loss of time due to sickness or disability other than that for which the employee is entitled to compensation under the Workers' Compensation Act.

SECTION 2: Definition:

LOCAL 1183 - 1998 2003 - 2008

Sick leave shall be considered to be absence from duty with pay for the following reasons:

- a. Illness or injury, except where directly traceable to employment by an employer other than the Town of Wallingford.
- b. When, because of exposure to contagious disease, the presence of the employee on duty would endanger the health of others.
- c. When the employee is required to undergo medical, optical, dental or other treatment for the care of diseases or the preservation of health and only when this cannot be accomplished on off-duty hours. ~~When an employee attends said appointments during the normal work day, he shall submit a physician's certificate acceptable to the Personnel Director, immediately upon return to work.~~ **Where the Town suspects abuse, it may require the employee to obtain a physician's certificate acceptable to the Personnel Director.**
- d. When the serious illness of a member of the employee's immediate family requires his/her personal attendance, if supported by medical certificate, provided that leave for this purpose shall not exceed three (3) working days per calendar year.

SECTION 3: Sick Leave Allowance:

- a. Sick leave credit shall be earned by each regular employee at the rate of one and one-half (1-1/2) working days for each calendar month of service.
- b. Sick leave earned in any month of service shall be available at any time during any subsequent month.
- c. No sick leave with pay may be granted to any member of the classified service with less than six (6) months' total service. After six (6) months' service, however, the employee will be entitled to a reserve or accrual of nine (9) days' sick leave credit with future accumulations in accordance with (a) above.

SECTION 4: Sick Leave Accumulation:

- a. All unused sick leave earned during continuous employment may be accumulated up to a maximum of one hundred and twenty (120) working days.
- b. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- c. No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal work week.
- d. No sick leave shall accrue during a leave of absence without pay.

SECTION 5: Medical Certificate Required:

A medical certificate acceptable to the Personnel Director is required:

- a. For any period of absence consisting of three (3) or more consecutive working days.

- b. For any prolonged illness or injury, a medical certificate will be required for every pay period thereafter. A pay period shall be construed to be a week, and a certificate shall be submitted along with payroll sheets, except that one (1) medical certificate is acceptable to cover several weeks if it states that the employee will be unable to work for the specified period of time.
- c. In any instance where the Department Head has a reasonable cause to believe that sick leave is being abused, the Town shall pay the cost of the medical examination.

SECTION 6: Any employee who has exhausted his sick leave accrual, and who suffers from a continuing serious illness, injury or disease, may request an extension of sick leave. In order to be considered, the employee must provide medical documentation acceptable to the Town on a regular and frequent basis as determined solely by the Town. The request must be made in writing to the Department Head who will review it and forward it to the Personnel Director. If the request is justified, in the opinion of the Personnel Director, he shall forward such request to the Mayor for his consideration. The decision of the Mayor shall be final and any such approval or denial of sick time extension requests will not be precedent setting or binding on the Town.

SECTION 7: In the event an employee retires in accordance with the provisions of any Town Retirement Plan, including Federal Social Security, he/she shall receive payment in full for his/her accumulated sick leave up to a maximum of ninety (90) days.

SECTION 8: In the event of the death of an employee, payment for his/her accumulated sick leave shall be made to his/her estate.

SECTION 9: For purposes of this article, patterns of use may constitute abuse of sick leave and may be grounds for disciplinary action. Patterned use is defined as sick time taken in connection with vacation days, holidays, weekends or other days off from work.

ARTICLE 9 FUNERAL LEAVE

In the event of the death of a member of the employee's immediate family, the employee shall be granted funeral with pay not to exceed three (3) consecutive working days. If additional time is required due to distance, the Department Head may extend the leave by one (1) additional day. Immediate family, for the purposes of this section, is defined as the employee's mother, father, spouse, son, daughter, brother, sister and also any relative who is domiciled in the employee's household. In the event of the death of a grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law of the employee, two (2) days of funeral leave time with pay shall be granted.

ARTICLE 10 INJURY LEAVE

Each employee who is injured or disabled in the performance of his/her duties shall be paid the difference between his/her regular current weekly earnings, at the time of injury, and Workers' Compensation benefits until such time as he/she is able to return to duty, providing that in no event will payments from the Town exceed nine (9) months one (1) year with a three (3) month extension if the employee's treating physician certifies that the employee has not yet reached maximum medical improvement and is still unable to return to work.

**ARTICLE 11
MILITARY LEAVE**

Military Leave, not to exceed two (2) weeks, shall be granted to regular employees when required to serve a period on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his regular and military salary.

**ARTICLE 12
UNION CONVENTIONS**

Such officers and members of the Union, as may be designated by the Union, shall be granted leave with pay for the purpose of attending labor conventions and seminars, provided such total leave does not exceed sixteen (16) working days in any fiscal year.

**ARTICLE 13
JURY DUTY**

Any employee within the Bargaining Unit required to serve on Jury Duty shall be given leave of absence for the actual Jury-employed time provided the employee notifies the Department head promptly of such Jury Duty notification. Provided the rate paid for such Jury Duty is less than the employee's regular rate, the TOWN will pay the difference. It is understood that, if an employee is excused from Jury Duty not later than 12:30 p.m., he/she shall return to his/her regular job with the Town, and the payment of difference in wages by Management shall not pertain when so working.

**ARTICLE 14
HOLIDAYS**

SECTION 1: The following Holidays shall be observed as days off with pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day following Thanksgiving
Independence Day	Christmas Day

Employees whose work schedules are governed by the schedules of operating departments who may celebrate different holidays than those listed above will substitute the holidays of the operating department for those listed above to a total of ~~twelve~~ ~~thirteen~~ (12) (13).

SECTION 2:

- a) Holidays falling on a Saturday shall be celebrated on the preceding day.
- b) Holidays falling on Sunday shall be celebrated on Monday.

SECTION 3: Whenever any of these holidays shall occur while an employee is out on paid sick leave, he/she shall receive holiday pay for such holiday without charge to his/her sick leave account.

ARTICLE 15

PRIOR PRACTICE

Nothing in this agreement shall be construed as abridging any right, benefit or privilege that the employees of any employer have enjoyed heretofore officially, unless it is specifically stated that said practice has been superseded by a provision of this agreement.

**ARTICLE 16
CLASSIFICATIONS**

The Job Classifications annexed hereto shall be made a part of this Agreement.

**ARTICLE 17
WAGES**

SECTION 1: The following wage structure shall become effective July 1, ~~2003~~ 1998; the effective increase is ~~2.85%~~ 3.00%.

SECTION 2: The following wage structure shall become effective July 1, ~~1999~~ 2004; the effective increase is ~~2.9%~~ 3.00%.

SECTION 3: The following wage structure shall become effective July 1, ~~2000~~ 2005; the effective increase is ~~2.9%~~ 3.00%.

SECTION 4: The following wage structure shall become effective July 1, ~~2001~~ 2006; the effective increase is ~~2.9%~~ 3.00%.

SECTION 5: The following wage structure shall become effective July 1, ~~2002~~ 2007; the effective increase is 3.25%.

NOTE: ~~The wage schedules are attached and will be merged into these sections upon signing.~~

SECTION 6: ~~The annual anniversary increase policy heretofore in effect shall be continued for those employees hired prior to the signing of this agreement. Effective July 1, 1998, the existing step plan will be re-numbered as Step 1, 2, 3, 4 and Max. Effective upon signing, new hires~~ **Employees hired after December 2, 1998** will follow an amended three-step pay plan. Employees will remain at Step 1 for two years at which time they may advance to Step 3. Employees will remain at Step 3 for two years at which time they may advance to the Maximum Step.

SECTION 7: In the event an employee performs the duties of a higher classification beyond four (4) consecutive hours of work in any work day, he shall be paid a rate of pay equal to one pay step higher than his own classification for all such consecutive hours worked in the higher classification.

**ARTICLE 18
INSURANCE**

SECTION 1: The Town shall provide and pay for the following hospital and medical insurance for all employees and their eligible family members. Effective **upon signing**, July 1, ~~1998~~ each employee shall ~~continue to pay 3.5%~~ **five (5) percent** of the premium for his respective coverage (individual, 2-person or family) on health insurance. ~~This payment by the employee shall be capped at \$400, \$500 and \$600 for~~

LOCAL 1183 - 1998 2003 - 2008

the coverages respectively. This payment shall be by deduction from the employee's weekly paycheck. Effective July 1, 2006, each employee shall pay seven (7) percent of the premium for his respective coverage. All deductions shall be eligible for the Town's I.R.S. Section 125 plan when such plan is in effect.

Participation in the plan, as stated herein, shall be mandatory without an option to leave the plan during open enrollment periods offered by other carriers for the duration of this Agreement.

During open enrollment periods determined by the Town, employees may select from the following coverages:

- a) Anthem Blue Cross Blue Shield Century Preferred Non-Standard Plan with a ~~fifteen~~ ten dollar ~~(\$10)~~ (\$15) co-pay in accordance with the Plan.
- b) Anthem Blue Cross Full-Service Dental Plan (no riders).
- c) Anthem Blue Cross and Blue Shield Municipal 3-Tier Managed Prescription Plan Option 1 for employees and dependents with a \$2,000 maximum benefit in network in effect at the time of the signing of this agreement. The employee co-payment for this benefit shall be as follows: \$5.00 for generic drugs, \$10.00 for name brand/preferred drugs and \$20.00 for brand/non-preferred. The brand/preferred drugs are those drugs that appear on Anthem's formulary list. The brand/non-preferred drugs do not appear on Anthem's formulary list. Mail order drugs shall have the same co-pay amounts listed above but the employee shall pay only one (1) co-pay when purchasing a 30-day to 100-day supply of maintenance drugs through the voluntary mail-service program.
- d) Anthem Blue Cross and Blue Shield Blue Care (HMO) Plan with a fifteen dollar (\$15) co-pay in accordance with the Plan.
- e) Health Net (HMO) Plan with a fifteen dollar (\$15) co-pay in accordance with the Plan.

SECTION 2: Effective upon signing, the Town shall provide and pay for the following insurance for all employees:

Term Life Insurance \$ 25,000

Accidental Death and Dismemberment . . . \$4,000

SECTION 3: The Town reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for certain designed surgical procedures and some or all of the requirements of the Managed Benefit Program and the Admission Planning Service of Blue Cross and Blue Shield of Connecticut.

**ARTICLE 19
NO STRIKE OR LOCKOUT**

During the course of this agreement, there shall be no strike, slowdown, suspension or stoppage of work authorized by the Union, nor shall there be any lockout by the Town.

**ARTICLE 20
SAFETY**

SECTION 1: Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

LOCAL 1183 - 1998 2003 - 2008

SECTION 2: Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the Town. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure of this agreement.

SECTION 3: A Safety Committee shall be established consisting of four (4) members, two (2) to be designated by the Union, and two (2) to be designated by Management, whose function shall be to make recommendations to the Department Head pertaining to the health and safety of employees.

SECTION 4: The Town shall equip each truck with a fire extinguisher and a First Aid Kit.

SECTION 5: Helmets shall be furnished to employees on jobs wherever overhead hazards are possible, and foul weather gear, gloves, plain safety glasses, and appropriate footwear for road oiling and repair work shall be furnished whenever situations warrant it. Failure to utilize safety equipment furnished will be cause for disciplinary action. Coveralls shall be furnished by the Town to the mechanics. Used clothing will be turned in when replacement is made.

SECTION 6: Bulldozers, payloaders and tractors utilized all year round shall be weatherproofed and equipped with heaters and windshield wipers.

SECTION 7: Where safety shoes are required by the Town, once during each calendar year, the Town will contribute towards the purchase price of one (1) pair of safety shoes to each eligible active employee. Each employee shall be required to obtain, wear and maintain OSHA-approved and compliant safety shoes at all times while performing assigned duties. Effective July 1, 1998-2001, the Town shall provide up to eighty-five dollars (\$80) ~~(\$85.00)~~ and effective July 1, 2001-2004, the Town shall ~~reimburse~~ provide up to ~~ninety~~ eighty-five dollars ~~(\$85)~~ ~~(\$90.00)~~ towards the purchase price of said safety shoes. The reimbursement rate shall increase to up to one hundred dollars (\$100) effective July 1, 2006. Effective July 1, 2004, the Assistant to the Animal Control Officer shall be included in this reimbursement program at the applicable rates stated above. Safety shoes may be replaced on a case-by-case basis for unusual circumstances when it can be demonstrated they were damaged on the job. Effective upon signing, employees may purchase said safety shoes at the vendor of their choice provided the shoes are OSHA-approved and compliant. If the employee purchases shoes from a vendor other than the Town-preferred vendor, he shall do so only on off-duty hours.

**ARTICLE 21
RETIREMENT**

Benefits shall be provided in accordance with the provisions of the Wallingford Consolidated Pension Plan.

**ARTICLE 22
CLOTHING ALLOWANCE**

SECTION 1: Each eligible employee, other than clerical, and as hereafter noted, shall be entitled to an annual clothing allowance of Two Hundred and Fifty Dollars (\$250) payment of which shall be paid in two (2) installments: the first to be paid on the last day in December and the second on the last day in June providing, however, that the policy governing clothing arrangements for engineering employees shall continue for the duration of this agreement. Effective July 1, 2004, the Assistant to the Animal Control Officer will be included in this program. Effective upon signing, new hires in any draftsperson or chief draftsperson classification shall be ineligible for any clothing allowance.

LOCAL 1183 - 1998 2003 - 2008

SECTION 2: Each employee who has completed at least six (6) months of service in the bargaining unit, as provided for in Section 1 above, on the date payment is made, shall receive a sum equal to one-half (1/2) of the annual amount provided for in Section 1.

SECTION 3: Each employee who has completed less than six (6) months of service in this bargaining unit, as provided for in Section 1 above, on the date payment is made, shall receive a pro-rata allowance for those full weeks employed.

SECTION 4: Any employee who has completed not less than six (6) months' service in this bargaining unit, as provided for in Section 1 above, and whose employment is terminated between the date of payment, shall receive a pro-rata allowance for those full weeks of service following the preceding payment date.

SECTION 5: It is understood that all employees receiving this benefit shall be responsible for wearing clothing that is safe, presentable and appropriate to the job.

SECTION 6: It is agreed that at the request of either party, the Union and the Department head shall meet for the purpose of establishing, by mutual agreement, work clothing specifications, other than for clerical and engineering employees, and method and source of supply. It is understood that upon implementation of any such agreement, the direct payment of a clothing allowance shall cease and, depending upon the method agreed to, the employee will either be reimbursed for certified clothing purposes, or the Town will pay the cost of a clothing service up to a maximum of Two Hundred and Fifty Dollars (\$250) per employee per year.

**ARTICLE 23
LONGEVITY PAY**

SECTION 1: Effective July 1, 1998 each employee shall be entitled to annual longevity increments as provided below:

- a) Each employee who has completed or who is expected to complete five (5) years of service by December 31 of the current calendar year shall receive Two Hundred and Twenty-five Dollars (\$225).
- b) Each employee who has completed or who is expected to complete ten (10) years of service by December 31 of the current calendar year shall receive Three Hundred Dollars (\$300).
- c) Each employee who has completed or who is expected to complete fifteen (15) years of service by December 31 of the current calendar year shall receive Four Hundred Dollars (\$400).
- d) Each employee who has completed or who is expected to complete twenty (20) years of service by December 31 of the current calendar year shall receive Four Hundred and Fifty Dollars (\$450).

SECTION 2: The annual longevity increment shall be paid in the first or second pay period in December, and such payments made only to employees on the payroll on that date, except that any employee who retires under the provisions of any Town retirement plan, excluding Federal Social Security, shall be entitled to such payment in that year in which he/she retires.

SECTION 3: Anniversary date of hire shall determine longevity entitlement. Effective July 1, 1998, the Town agrees to increase by thirty-five dollars (\$35) each increment of longevity presently stated in the current contract.

ARTICLE 24
GENERAL PROVISIONS

SECTION 1: It is agreed that ordinary manual labor will generally be assigned to laborers and, if none is available, such work will be assigned to those employees in the lowest classification who are available. The provisions of this section shall not apply, however, in cases of emergency.

SECTION 2: The Town shall be responsible for replacing clothing damaged under unusual circumstances.

SECTION 3: As of July 1, 1998, active Public Works department mechanics who successfully complete their probationary period in a mechanic classification shall receive an annual two hundred dollar (\$200) replacement allowance on or about January 1 of each calendar year.

SECTION 4: There shall be no residency requirement for members of this bargaining unit.

SECTION 5: The Town shall provide an ice machine to the public works department.

SECTION 6: There shall be no mandatory drug testing of members of this bargaining unit.

SECTION 7: The Town will provide all training, physicals and test costs only for the first effort to achieve a certification, recertification, license or license renewal required of the employee by the Town. For those employees required to maintain a Commercial Drivers License, the Town will pay that periodic incremental cost over and above the cost of a regular motor vehicle license.

SECTION 8: Five (5) officers or stewards of the Union, as shall be designated by the Union for the purpose of contract negotiations, shall be afforded the necessary amount of time, without loss of pay, to conduct such negotiations.

ARTICLE 25
PART-TIME EMPLOYEES

Effective January 1, 1972, all regularly scheduled part-time employees shall be entitled to vacation and holiday pay on a pro-rata basis.

ARTICLE 26
MANAGEMENT RIGHTS

SECTION 1: Except as specifically limited by the express provisions of this agreement, the Town retains traditional rights to manage and direct the affairs of the Town in all of its various aspects and to manage and direct its employees. Except as specifically limited by the express provisions of this agreement, the Town retains the right to make and enforce reasonable rules and regulations and to hire, promote, lay off, discipline, assign, transfer, demote, discharge, train, refuse to hire, schedule and assign work, plan, direct and control its operations. The Town shall also have the right to determine, alter, revise, change or eliminate any or all means, methods, processes, materials, locations of work, install, move or remove equipment, to determine the number and size of the work force, the qualifications and ability of workers to perform the work and to make such reasonable rules and regulations as it may from time-to-time deem best for the purpose of maintaining order, safety and/or effective operations and to require compliance therewith by employees. The Town shall have the right to determine the extent to which any of its operations shall cease. It is the Town's right to establish and maintain rules and regulations for the purpose of discipline and safety.

LOCAL 1183 - 1998 2003 - 2008

SECTION 2: It is recognized by the Town and the Union that all matters pertaining to wages, hours and conditions of employment are negotiable under the terms of the Municipal Employee Relations Act, and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of this agreement.

**ARTICLE 27
DISCIPLINARY ACTIONS**

SECTION 1: No employee shall be discharged or otherwise disciplined without just cause. The termination of probationary employees shall not be subject to the grievance and arbitration provisions of this agreement.

SECTION 2: All disciplinary actions, verbal or written warnings, or any other type of actions shall not be used against an employee after a reasonable period of time after the said violation had occurred.

SECTION 3: If suspension or termination is imposed, the employee and/or the Union may resort to the grievance procedure, commencing with the Personnel Director's step (Article 6 - Section 4) within ten (10) working days after the final decision on suspension or termination is given.

**ARTICLE 28
DURATION**

SECTION 1: This agreement cancels and supersedes all previous agreements. This agreement shall be effective upon signing until June 30, ~~2003~~ **2008** and from year to year thereafter unless changed in a manner later provided. No provision of this agreement shall be retroactive except the regular wage scale, which shall be retroactive to July 1, 1998 **2003**.

SECTION 2: Either party desiring to make changes in it must notify the other in writing at least One Hundred and Twenty (120) days prior to the expiration date of the agreement or any extension thereof, negotiations to begin not later than Twenty (20) Days from the date of such notice or notices.

IN TESTIMONY THEREOF, the parties hereunto have executed this Agreement this day and year first above written.

FOR:
THE TOWN OF WALLINGFORD

By: _____
Mayor Date

By: _____
Personnel Director Date

By: _____
Witness Date

FOR:
LOCAL 1183 OF COUNCIL 4, AFSCME, AFL-CIO

By: _____
President Date

By: _____
Council #4 Date

By: _____
Witness Date

Pay Plan for Public Works (7-1-03)

Classification	Step 1	Step 3	Step Max
Mechanic III	21.92	24.00	26.33
Working Crew Leader	19.08	20.59	22.48
Mechanic II	18.35	20.10	22.03
Maintainer IV	17.89	19.85	21.23
Maintainer III	17.29	18.78	20.18
Maintainer II	16.32	17.78	19.13
Mechanic I	16.32	17.78	19.13
Maintainer I	15.47	17.00	18.33
Assistant to the Animal Control Officer	15.47	17.00	18.33

Pay Plan for Engineering (7-1-03)

Classification	Step 1	Step 3	Step Max
Chief of Party	22.38	24.67	27.26
Senior Engineering Aide	19.76	21.85	23.96
Chief Draftsperson	19.76	21.85	23.96
Senior Draftsperson	17.65	19.45	21.38
Engineering Aide	16.30	17.89	19.47
Engineering Draftsperson	16.30	17.89	19.47

Pay Plan for Clerical (7-1-03)

Classification	Step 1	Step 3	Step Max
Property Appraiser	23.37	25.81	29.34
Buyer	21.03	23.21	25.57
Social Services Caseworker	19.88	21.95	24.03
Apprentice Accountant	18.72	20.49	22.48
Payroll Clerk	18.72	20.49	22.48
Chief Clerk	17.65	19.45	21.38
Chief Clerk: P&Z	16.96	18.67	20.36
Accounting Clerk	16.96	18.67	20.36
Senior Clerk	16.30	17.89	19.47
Secretary	16.30	17.89	19.47
Senior Stenographer	16.30	17.89	19.47
Office Dispatcher	16.30	17.89	19.47
Risk Management Secretary	16.30	17.89	19.47
Council Secretary	16.30	17.89	19.47
Clerk Typist II	15.02	16.57	18.18
Clerk Typist I	13.15	14.61	15.94

Pay Plan for Sewer (7-1-03)

Classification	Step 1	Step 3	Step Max
Maintenance and Repair Technician III	22.31	24.39	26.73
endant III	21.17	22.58	24.16
ctrical Technician	21.17	22.58	24.16
Maintenance and Repair Technician II	21.24	23.01	24.90

Maintainer III	20.10	21.44	22.98
Laboratory Technician	19.82	21.62	23.83
Attendant II	18.66	20.59	22.24
Maintenance and Repair Technician I	18.65	20.59	22.24
Maintainer II	18.00	19.86	21.44
Attendant I	15.86	17.37	18.75
Maintainer I	15.49	17.02	18.35
Assembler	13.95	15.32	16.52

Pay Plan for Public Works (7-1-04)

Classification	Step 1	Step 3	Step Max
Mechanic III	22.58	24.72	27.12
Working Crew Leader	19.65	21.21	23.16
Mechanic II	18.91	20.70	22.69
Maintainer IV	18.43	20.44	21.87
Maintainer III	17.81	19.34	20.78
Maintainer II	16.80	18.31	19.70
Mechanic I	16.80	18.31	19.70
Maintainer I	15.93	17.50	18.88
Assistant to the Animal Control Officer	15.93	17.50	18.88

Pay Plan for Engineering (7-1-04)

Classification	Step 1	Step 3	Step Max
Chief of Party	23.05	25.41	28.08
Senior Engineering Aide	20.35	22.50	24.68
Chief Draftsperson	20.35	22.50	24.68
Senior Draftsperson	18.18	20.03	22.02
Engineering Aide	16.79	18.43	20.05
Engineering Draftsperson	16.79	18.43	20.05

Pay Plan for Clerical (7-1-04)

Classification	Step 1	Step 3	Step Max
Property Appraiser	24.07	26.59	30.23
Buyer	21.66	23.90	26.34
Social Services Caseworker	20.48	22.61	24.75
Apprentice Accountant	19.28	21.10	23.16
Payroll Clerk	19.28	21.10	23.16
Chief Clerk	18.18	20.03	22.02
Chief Clerk: P&Z	17.47	19.23	20.97
Accounting Clerk	17.47	19.23	20.97
Senior Clerk	16.79	18.43	20.05
Secretary	16.79	18.43	20.05
Senior Stenographer	16.79	18.43	20.05
Police Dispatcher	16.79	18.43	20.05
Risk Management Secretary	16.79	18.43	20.05
Council Secretary	16.79	18.43	20.05
Desk Typist II	15.47	17.07	18.72
Desk Typist I	13.55	15.04	16.42

Pay Plan for Sewer (7-1-04)

Classification	Step 1	Step 3	Step Max
Maintenance and Repair Technician III	22.98	25.12	27.53
Attendant III	21.80	23.25	24.89
Electrical Technician	21.80	23.25	24.89
Maintenance and Repair Technician II	21.88	23.70	25.64

Painter III	20.70	22.09	23.67
Laboratory Technician	20.41	22.27	24.55
Assistant II	19.22	21.21	22.90
Maintenance and Repair Technician I	19.21	21.21	22.90
Painter II	18.54	20.45	22.09
Assistant I	16.34	17.89	19.31
Painter I	15.96	17.53	18.91
Painter	14.36	15.78	17.02

Pay Plan for Public Works (7-1-05)

Classification	Step 1	Step 3	Step Max
Mechanic III	23.25	25.46	27.93
Working Crew Leader	20.24	21.84	23.85
Mechanic II	19.47	21.32	23.37
Painter IV	18.98	21.06	22.52
Painter III	18.35	19.92	21.41
Painter II	17.31	18.86	20.29
Mechanic I	17.31	18.86	20.29
Painter I	16.41	18.03	19.45
Assistant to the Animal Control Officer	16.41	18.03	19.45

Pay Plan for Engineering (7-1-05)

Classification	Step 1	Step 3	Step Max
Chief of Party	23.74	26.17	28.92
Senior Engineering Aide	20.96	23.18	25.42
Chief Draftsperson	20.96	23.18	25.42
Senior Draftsperson	18.73	20.63	22.69
Engineering Aide	17.30	18.98	20.65
Engineering Draftsperson	17.30	18.98	20.65

Pay Plan for Clerical (7-1-05)

Classification	Step 1	Step 3	Step Max
Property Appraiser	24.79	27.38	31.13
Typewriter	22.31	24.62	27.13
Social Services Caseworker	21.09	23.29	25.49
Apprentice Accountant	19.85	21.73	23.85
Payroll Clerk	19.85	21.73	23.85
Chief Clerk	18.73	20.63	22.69
Chief Clerk: P&Z	18.00	19.81	21.60
Accounting Clerk	18.00	19.81	21.60
Senior Clerk	17.30	18.98	20.65
Secretary	17.30	18.98	20.65
Senior Stenographer	17.30	18.98	20.65
Police Dispatcher	17.30	18.98	20.65
Risk Management Secretary	17.30	18.98	20.65
Council Secretary	17.30	18.98	20.65
Clerk Typist II	15.93	17.58	19.29
Clerk Typist I	13.95	15.49	16.92

Pay Plan for Sewer (7-1-05)

Classification	Step 1	Step 3	Step Max
Maintenance and Repair Technician III	23.67	25.88	28.36
endant III	22.46	23.95	25.64
Electrical Technician	22.46	23.95	25.64
Maintenance and Repair Technician II	22.53	24.41	26.41

ntainer III	21.32	22.75	24.38
oratory Technician	21.02	22.94	25.29
ndant II	19.80	21.84	23.59
ntenance and Repair Technician I	19.79	21.84	23.59
ntainer II	19.10	21.07	22.75
ndant I	16.83	18.42	19.89
ntainer I	16.43	18.05	19.47
orer	14.80	16.25	17.53

Pay Plan for Public Works (7-1-06)

Classification	Step 1	Step 3	Step Max
Plumber III	23.95	26.22	28.77
Working Crew Leader	20.84	22.50	24.57
Plumber II	20.06	21.96	24.07
Painter IV	19.55	21.69	23.20
Painter III	18.90	20.52	22.05
Painter II	17.83	19.43	20.90
Plumber I	17.83	19.43	20.90
Painter I	16.91	18.57	20.03
Assistant to the Animal Control Officer	16.91	18.57	20.03

Pay Plan for Engineering (7-1-06)

Classification	Step 1	Step 3	Step Max
Chief of Party	24.46	26.96	29.79
Senior Engineering Aide	21.59	23.87	26.18
Chief Draftsperson	21.59	23.87	26.18
Senior Draftsperson	19.29	21.25	23.37
Engineering Aide	17.82	19.55	21.27
Engineering Draftsperson	17.82	19.55	21.27

Pay Plan for Clerical (7-1-06)

Classification	Step 1	Step 3	Step Max
Property Appraiser	25.54	28.21	32.07
Secretary	22.98	25.36	27.95
Social Services Caseworker	21.72	23.98	26.26
Apprentice Accountant	20.45	22.39	24.57
Payroll Clerk	20.45	22.39	24.57
Chief Clerk	19.29	21.25	23.37
Chief Clerk: P&Z	18.54	20.41	22.25
Accounting Clerk	18.54	20.41	22.25
Senior Clerk	17.82	19.55	21.27
Secretary	17.82	19.55	21.27
Senior Stenographer	17.82	19.55	21.27
Police Dispatcher	17.82	19.55	21.27
Risk Management Secretary	17.82	19.55	21.27
Council Secretary	17.82	19.55	21.27
Perk Typist II	16.41	18.11	19.87
Perk Typist I	14.37	15.96	17.42

Pay Plan for Sewer (7-1-06)

Classification	Step 1	Step 3	Step Max
Maintenance and Repair Technician III	24.38	26.65	29.21
Welder III	23.13	24.67	26.40
Electrical Technician	23.13	24.67	26.40
Maintenance and Repair Technician II	23.21	25.14	27.20

Maintainer III	21.96	23.43	25.11
Laboratory Technician	21.65	23.62	26.04
Maintainer II	20.39	22.50	24.30
Maintenance and Repair Technician I	20.38	22.50	24.30
Maintainer II	19.67	21.70	23.43
Maintainer I	17.33	18.98	20.48
Maintainer I	16.93	18.59	20.06
Worker	15.24	16.74	18.05

Pay Plan for Public Works (7-1-07)

Classification	Step 1	Step 3	Step Max
Chanic III	24.73	27.08	29.70
King Crew Leader	21.52	23.23	25.37
Chanic II	20.71	22.67	24.86
Container IV	20.19	22.39	23.95
Container III	19.51	21.18	22.77
Container II	18.41	20.06	21.58
Chanic I	18.41	20.06	21.58
Container I	17.45	19.17	20.69
Assistant to the Animal Control Officer	17.45	19.17	20.69

Pay Plan for Engineering (7-1-07)

Classification	Step 1	Step 3	Step Max
Chief of Party	25.25	27.83	30.76
Senior Engineering Aide	22.29	24.65	27.03
Chief Draftsperson	22.29	24.65	27.03
Senior Draftsperson	19.92	21.94	24.12
Engineering Aide	18.40	20.19	21.96
Engineering Draftsperson	18.40	20.19	21.96

Pay Plan for Clerical (7-1-07)

Classification	Step 1	Step 3	Step Max
Property Appraiser	26.37	29.12	33.11
Buyer	23.73	26.18	28.85
Social Services Caseworker	22.43	24.76	27.11
Apprentice Accountant	21.12	23.11	25.37
Payroll Clerk	21.12	23.11	25.37
Chief Clerk	19.92	21.94	24.12
Chief Clerk: P&Z	19.14	21.07	22.97
Accounting Clerk	19.14	21.07	22.97
Senior Clerk	18.40	20.19	21.96
Secretary	18.40	20.19	21.96
Senior Stenographer	18.40	20.19	21.96
Police Dispatcher	18.40	20.19	21.96
Risk Management Secretary	18.40	20.19	21.96
Council Secretary	18.40	20.19	21.96
Clerk Typist II	16.94	18.70	20.51
Clerk Typist I	14.84	16.48	17.99

Pay Plan for Sewer (7-1-07)

Classification	Step 1	Step 3	Step Max
Maintenance and Repair Technician III	25.17	27.52	30.16
Attendant III	23.88	25.47	27.26
Electrical Technician	23.88	25.47	27.26
Maintenance and Repair Technician II	23.96	25.96	28.09

ntainer III	22.67	24.19	25.93
oratory Technician	22.36	24.39	26.89
endant II	21.06	23.23	25.09
aintenance and Repair Technician I	21.05	23.23	25.09
ntainer II	20.31	22.41	24.19
endant I	17.90	19.59	21.15
ntainer I	17.48	19.20	20.71
orer	15.73	17.28	18.64

Other areas of agreement pertaining to this contract:

1. **Council Secretary Wages and Compensatory Time.** The current Council Secretary will remain on her current pay scale and will receive negotiated general wage increases each year. A 1997 decision to red-circle the hourly wage and the amended language regarding compensatory time remains unchanged.
2. **Laborer Position in Sewer Division.** The current Attendant I's in the Sewer Division will be red-circled in their positions such that when either of them vacate their position, any replacement will be hired at the Laborer-Sewer Division rate of pay listed in Article 17 and will work under a new job description (attached) subject to the Town Council's approval of said job description.
3. **Sick Leave Utilization.** The Personnel Director will implement a uniform policy indicating how sick leave utilization is charged by January 1, 2004.
4. **Chief Clerk –** The Chief Clerk in the Public Works Department will be removed as a bargaining unit position.

POSITION TITLE: Laborer

DEPARTMENT: Public Utilities, Sewer Division

GENERAL DUTIES: This is routine unskilled and limited semi-skilled manual work in construction and general maintenance activities. Work involves performing light and heavy manual work, which does not require a high degree of manipulative skill, although as work experience is gained, employees may be assigned to somewhat more difficult and responsible tasks. Work is normally performed under close supervision, but many assignments may be routine and repetitive in nature, and after learned can be independently performed. Operates vehicles, trucks and a variety of power equipment.

ADDITIONAL DUTIES: Sweeps streets, gutters, and alleys; loads dirt, equipment and construction materials from or into a truck; cuts and trims grass and weeds by hand, or with power equipment; plants, waters and assists in the care of trees, shrubs, grass and other plantings; cuts down trees, weeds and brush; spreads salt and sand mixtures; shovels snow.

Cleans culverts, catch basins, and grounds; rakes and loads grass and brush into a truck, services vehicles and equipment with gasoline and oil. Cleans and washes vehicles and equipment.

Shovels a variety of materials. Digs out holes with automatic and manual digging tools; fills depressions with asphalt, gravel or other materials.

Assists any other staff of the Sewer Division as assigned. Directs traffic.

Performs custodial and maintenance tasks in the upkeep of plant, grounds, equipment, collection system and facilities of the Town. Paints as directed. Cleans and disinfects buildings and structures, equipment and other areas of Water Pollution Control Facility and outlying facilities in accordance with Department requirements.

Performs a variety of gardening and grounds maintenance work not requiring specialized knowledge and skills. Cultivates, prunes, sprays, and trims and weeds by hand or with manual tools or power equipment.

Performs related work as required.

SUPERVISION RECEIVED: Work is performed under the general supervision of the designated supervisor.

SUPERVISION EXERCISED: Generally none.

KNOWLEDGE, SKILLS AND ABILITIES: Some knowledge of general construction, maintenance, use of tools, equipment and practices. Good ability to understand and follow specific oral and/or written instructions. Good ability to establish and maintain effective working relationships with coworkers, supervisors, vendors and the general public. Good ability to perform heavy manual labor, often under unfavorable weather conditions. Good ability to perform manual tasks and to acquire a limited skill to do the work of the Department or Division where assigned. Considerable physical strength and stamina and good ability to work outside in extreme weather conditions.

QUALIFICATIONS: High school or trade school graduate or the equivalent. Must have a minimum of six (6) months experience in performing related manual work at the laborer level.

SPECIAL REQUIREMENTS: Must possess and maintain a valid State of Connecticut motor vehicle operator's license.