### **AGREEMENT**

### BETWEEN

### TOWN OF SUFFIELD

### WATER POLLUTION CONTROL AUTHORITY

and

UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE) LOCAL 222 #5

JULY 1, 2025 - JUNE 30, 2028

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### CONTRACT BETWEEN

# THE TOWN OF SUFFIELD WATER POLLUTION CONTROL AUTHORITY AND

### UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE) LOCAL 222#5

### **PREAMBLE**

This Agreement, entered into by and between the Town of Suffield, a municipal corporation organized under the laws of Connecticut, and acting through its Water Pollution Control Authority, hereinafter referred to as the "Authority," and United Electrical, Radio and Machine Workers of America (UE) Local 222#5 hereinafter referred to as the "Union," is designed to maintain and promote harmonious relations between the parties, and to secure prompt and equitable disposition of grievances in order that more efficient and progressive public service may be rendered.

United Electrical, Radio and Machine Workers of America (UE) Local 222,#5 (the "Union") represents certain employees of the Town of Suffield Water Pollution Control Authority. The Union hereby agrees with the Town of Suffield and The Suffield WPCA that the terms of the collective bargaining agreement between them that expired June 30, 2021 shall be incorporated into a new collective bargaining agreement except as changed below. This represents a full and final resolution of all issues in dispute between the Union and the employer.

# ARTICLE I RECOGNITION

1.1 United Electrical, Radio and Machine Workers of America (UE) Local 222#5, is recognized by the Authority as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all operations maintenance employees of the Water Pollution Control Authority of the Town of Suffield, except supervisors and seasonal employees.

All employees who work less than forty (40) hours per week shall receive prorated benefits under this contract (the benefits shall be prorated in proportion to the hours worked compared with a 40-hour work week).

The term regular employee shall mean an employee who normally works a forty (40) hour work week.

### ARTICLE II WAGE DEDUCTIONS

2.1 The Authority agrees that, upon the written authorization of any employee in the bargaining unit, as defined in the contract, it will make a monthly deduction from the wages of such

employee. Such authorization shall be made upon a form entitled "Authorization for Dues Deduction," a facsimile of which is attached hereto and made a part hereof in Appendix A, and shall be submitted at least thirty (30) days before it is to become effective. Any request for discontinuance of dues deduction shall be made upon a form entitled "Request to Discontinue Dues Deduction" a facsimile of which is attached hereto and made a part hereof in Appendix B. All deductions under this Section will be made from the wages payable on the first regular payroll of each month.

- 2.2 The total amount deducted each month in accordance with the provisions of this Contract will be remitted by the Authority, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.
- 2.3 The Union shall hold the Authority harmless and indemnify the Authority against all claims, or demands of any sort, arising out of or as a result of this Article, including "reasonable" attorneys' fees.

# ARTICLE III MANAGEMENT RIGHTS

- 3.1 Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Authority has, and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Authority and direction of the working force including but not limited to the following:
  - (a) To determine the care, maintenance and operation of equipment and property used for, and on behalf of, the purposes of the Authority.
  - (b) To establish or continue policies, practices and procedures for the conduct of Authority business, and from time to time, to change or abolish such policies, practices or procedures.
  - (c) To discontinue processes/operations or to discontinue their performance by employees.
  - (d) To select, and to determine, the number and types of employees required to perform the Authority's operations.
  - (e) To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Authority or the department. The manner of exercise of these rights by the Authority may be grievable under the grievance procedure.

- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Authority, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (g) To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Authority it can be done more economically or expeditiously otherwise.
- 3.2 The above rights, responsibilities and prerogatives are inherent in the legislative body of the Town of Suffield, and in the Water Pollution Control Authority, by virtue of statutory provisions, and are not subject to review or determination in any grievance or arbitration procedures, but the manner of exercise of such rights may be subject to grievance procedure described in this Agreement.
- 3.3 Except that it is understood by the parties to this Agreement that the rights of each shall be exercised in a manner not contrary to the rights of the other guaranteed by Sections 7-466 through 7-477 inclusive of the Connecticut General Statutes, as the same may be amended from time to time.

### <u>ARTICLE IV</u> GRIEVANCE PROCEDURE

- 4.1 Should any employee or group of employees in this bargaining unit feel aggrieved concerning his/her or their wages, hours or conditions of employment, which wages, hours or conditions of employment are controlled by this Contract, or concerning any matter or condition affecting his/her or their health or safety beyond normal working conditions, and any claim or unjust discrimination, adjustment shall be sought as follows:
  - (a) The employee shall reduce the grievance to writing, within ten (10) calendar days of its occurrence or within ten (10) calendar days of when the employee knew or should have known of the occurrence and submit it to the Superintendent. If the grievance is not reduced to writing and submitted to the Superintendent within ten (10) calendar days, then the grievance shall be deemed forfeited.

Within two (2) work days after the Superintendent receives such grievance, he/she shall coordinate with the Town of Suffield's Human Resources Director to arrange a meeting with the representative of the Union and the grievant for the purpose of resolving such grievance.

- (b) If such grievance is not resolved to the satisfaction of the Union within ten (10) calendar days of such meeting, the employee shall put the grievance in writing and sign it or have his/her Union representative sign it, and shall submit such grievance in writing to the Chairman of the Water Pollution Control Authority, setting forth the nature of the grievance. Within twenty (20) calendar days after said Chairman receives such grievance, he/she shall arrange to and meet with the grievant and representatives of the Union, for the purpose of adjusting or resolving such grievance. If such grievance is not resolved to the satisfaction of the Union by submission of a written communication to the Water Pollution Control Authority, within twenty (20) calendar days after such meeting, then.
- (c) If such grievance is not resolved by the WPCA, the Union, within ten (10) calendar days after receipt of such written communication from the Water Pollution Control Authority may file notice of appeal to the Connecticut State Board of Mediation and Arbitration, which notice of appeal shall provide that all costs will be borne equally by the Authority and the Union. The decision of the arbitrator shall be final and binding on both parties.
- 4.2 Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself in these procedures. However, only the Union and/or the Employer may submit a grievance to arbitration.
- 4.3 If the Authority does not respond to a grievance in accordance with the time lines contained in this procedure, said grievance will proceed to the next step of the procedure.
- 4.4 The time limits specified herein may be extended by written agreement of the parties.
- 4.5 The grievant and any necessary witness(es) may attend any grievance arbitration without loss of pay.

### ARTICLE V HOLIDAYS

Subject to the provisions below, employees will be granted leave with pay in observance 5.1 of the following holidays:

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day

President's Day

Veterans' Day

Good Friday

Thanksgiving Day

Memorial Day

Day After Thanksgiving

Independence Day

Christmas Day

One (1) floating holiday to be taken by mutual agreement between the employee and the Authority. Such holidays shall not be considered regular holidays for overtime purposes and each employee will be required to actually take one (1) day off from work in order to receive holiday pay.

- 5.2 (a) When a specified holiday falls on Saturday, the holiday leave shall be granted on the preceding day, Friday.
  - (b) When a specified holiday falls on Sunday, the holiday leave shall be granted on the following day, Monday.
  - (c) By mutual agreement of the Union and the Water Pollution Control Authority, the Authority may substitute for each employee throughout the bargaining unit another day for one of the holidays listed above, if such substitution is made applicable to all other Authority employees as well.
  - (d) If an employee is required to work on a holiday, the employee will be paid double time (2 times) his/her regular rate of pay for all hours worked on said holiday. In addition, the employee will choose to receive either eight (8) hours of straight time pay for the holiday, or eight (8) hours of leave time.
- 5.3 Whenever any of these holidays shall occur while an employee is out on sick leave, there will be no charge to sick leave for that holiday.
- When a holiday occurs during regular vacation, the employee shall be credited the holiday in addition to his vacation.
- 5.5 Nothing in this Agreement shall in any way abridge the Authority's right to schedule employees to work on recognized holidays, subject to compensation provisions included in Article X of this Contract.

### ARTICLE VI VACATION AND TERMINAL LEAVE

6.1 Employees will receive paid vacation according to the following schedule:

# LENGTH OF SERVICE 1. After completion of six months 2. After completion of one year through five 4. After completion of six years through nine 5. After completion of 10 years or more 20 working days 6. \*Applicable only to employees hired before July 1, 2005. After completion of 20 years of more.

New employees shall be eligible for five (5) days of vacation leave from the date of hire to

their first anniversary date, which may be used after the completion of six (6) months of service. Employees will be eligible for a maximum of ten (10) vacation days from their first anniversary.

An employee who is eligible for another week of vacation in accordance with the above schedule will be credited with an additional five (5) days of vacation leave on his or her anniversary date.

6.2 Employees may take their vacation leave in accordance with schedules established by the Superintendent or an employee designated by the Commission, throughout the fiscal year. The Superintendent or an employee designated by the Commission may, however, limit the number of employees on vacation at any one time because of the operating requirements of the department. In the event there is a conflict concerning the choice of vacation time between employees, the Superintendent or an employee designated by the Commission shall give vacation preference on the basis of greatest length of service.

Vacation requests which seek five (5) consecutive days or more must be submitted to the Superintendent or an employee designated by the Commission at least two (2) weeks in advance of such leave. All such requests submitted by March 1 of each year shall be granted on the basis of seniority. All requests submitted after March 1 shall be granted on a first come basis. Management has no obligation to honor untimely requests, except in emergency.

- 6.3 If the work load of the department makes adherence to the vacation schedule impracticable or undesirable, vacation leave may be postponed at the discretion of the Superintendent or an employee designated by the Commission; but in requiring such postponement, employees having the greatest length of service shall be given preference over those with less service. Vacation leave so postponed shall accrue to the employee's credit, notwithstanding the above provision for a maximum of such leave.
- 6.4 For the purpose of computing vacation leave, only dismissal or resignation will break the continuity of service; other leave except sick leave will deter vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six (6) months service; employees shall have their accrual of such leave computed from the date of their original appointment.
- 6.5 In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick day to his sick leave, provided a doctor's certificate verifies such illness.
- 6.6 An employee leaving on vacation may be granted pay due him/her for his/her accrued vacation time, provided he/she submits a request for such pay to the Superintendent or an employee designated by the Commission no less than ten (10) calendar days in advance of said vacation.
- 6.7 Employees who resign in good standing, or who are laid off, shall be paid for any unused

vacation leave that has accrued to their last day of service. An employee shall be considered to resign in good standing only if he/she notifies his/her department head of such resignation at least fifteen (15) calendar days in advance of his/her last day of service. Employees who retire shall be entitled to use any accrued vacation leave to the effective date of their retirement, but any accrued vacation not so used shall be forfeited, and in no case may period of vacation leave delay retirement beyond the date compulsory retirement as provided by the Town Pension Plan. Vacation leave shall not further accrue during the period of terminal leave.

- 6.8 Accrued vacation leave or authorized overtime for which payment is due shall be considered to be earned and payable upon death of any employee to such person or persons entitled by law to receive any compensation due such employee.
- 6.9 Vacation schedules shall be posted on the bulletin board.
- 6.10 There shall be no payout for unused vacation time. Vacation must be taken within the employee's anniversary year in which it was earned.
- 6.11 There shall be no carryover of vacation, with the exception of one week (40 hours max) with prior approval from the Superintendent.

### ARTICLE VII SICK LEAVE AND OTHER LEAVE PROVISIONS

- 7.1 Funeral Leave: Employees shall be entitled to four working days off with pay if a death occurs in his/her immediate family. Immediate family is defined as: wife, husband, mother, father, son, daughter, mother-in-law, father-in-law, brother, sister, grandparents and relatives customarily living in the employee's immediate household. Permission shall be granted by the department head for time off with pay due to the death of a relative outside of the immediate family, but such time off, if granted, shall be limited to one day. If the funeral of a member of the immediate family takes place further than 250 miles from the employee's residence, he shall be granted an additional day off with pay.
- Jury Duty: If an employee of the Authority is summoned for Jury Duty, the Authority will pay the difference, if any, between his/her gross regular pay and gross jury pay for each day of required absence. This practice is intended to cover only employees summoned to jury service. It is not intended to cover those who may volunteer for jury duty.
- 7.3.1 Sick Leave: Each regular employee shall be entitled to sick leave with full pay for ten (10) days per year, on their anniversary which may not be accumulated. Under no circumstances shall an employee be compensated for any unused sick leave. During the first year of service, employees shall accumulate one (1) sick day for each month of service completed to a maximum of ten (10) days.

The Union and the Town agree that the system of crediting employee's sick days on a fiscal

year will cease effective July 1, 2026. Full time employees will earn their sick days on their anniversary date. To transition to this system, on July 1, 2026 all eligible bargaining unit employees will be credited with sick days earned between July 1, 2025 and June 30, 2026. On the employee's next anniversary following July 1, 2026, he/she will receive a pro-rated amount of sick days earned from July 1, 2026, to such anniversary date and will receive a full year (10) days on the following anniversary date. It is the intent of this provision that no employee will lose any sick days as a result of this change from fiscal year to anniversary date.

- 7.4 Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of his/her sickness or disability. Up to five (5) days of sick leave may be used to attend to a member of the employee's immediate family who is sick.
- 7.5 An employee absent due to illness or injury shall notify the office within a reasonable period of time after the onset of said illness or injury. Each such absence must be supported by a physician's statement:
  - (a) If the absence exceeds four (4) consecutive days; or
  - (b) If documentation by the Superintendent or other supervisory employee designated by the Commission demonstrates any suspected pattern of abuse. The Authority shall be responsible for the co-pay for any physician visits not covered by the employee's insurance for visits mandated pursuant to this subsection (b). It is understood that Section 7.5(b) has been agreed to in conjunction with, and in consideration for, the Union's agreement with the STD/LTD program set forth in Section 8.3 below.
- 7.6 <u>Military Leave:</u> If an employee is a member of the military reserve and is called for annual two weeks' training, the Authority will pay the difference, if any, between his/her gross service pay and his/her gross regular pay, for the period of his/her required absence. Such time off will not be charged to the employee's vacation. Military leave shall be granted in accordance with state and federal law.
- 17.7 Leave of Absence: An employee requesting a leave of absence without pay may be granted the same at the discretion of the Superintendent or an employee designated by the Commission of the Water Pollution Control Authority, upon reasonable cause being given. Such leave shall not exceed thirty (30) days, but may be extended in cases of emergency for up to an additional thirty (30) days. During such leave of absence, insurance benefits will remain in effect, provided the employee contributes the applicable premium cost share and produces supporting documentation to substantiate the need for such leave. Seniority will continue to accumulate during the leave to a maximum of sixty (60) days.
- 7.8 <u>Personal Leave:</u> Each regular employee shall be entitled to five (5) days per year personal leave on their anniversary.

  Each regular employee hired on or after July 1, 2005, shall be entitled to two and one-half

(2.5) days per year personal leave on their anniversary. During the first year of service, employees shall accumulate one (1) personal day for each month of completed service to a maximum of two- and one-half days (2.5).

The Union and the Town agree that the system crediting employee's personal days on a fiscal year will cease effective July 1, 2026, Full time employees will earn their personal days on their anniversary date. To transition to this system, on July 1, 2026 all eligible bargaining unit employees will be credited with personal days earned between July 1, 2025 and June 30, 2026. On the employee's next anniversary date following July 1, 2026, he/she will receive a pro-rated amount of personal days earned from July 1 2026 to such anniversary date and will receive a full year on the following anniversary date. It is the intent of this provision that no employee will lose any personal days as a result of this change from fiscal year accrual to anniversary date.

- 7.9 <u>Leave to Volunteer for Emergency Services</u>: Staff members may respond to emergency calls for other agencies within Suffield with express permission of the Superintendent or an employee designated by the Commission while working for the WPCA, provided it does not interfere with their ability to perform their assigned duties or severely impact the operation of the WPCA. Such response during their regular hours of work shall be without loss of pay or benefits.
- 7.10 <u>Family and Medical Leave</u>: Family and Medical Leave shall be provided to employees in accordance with applicable State and/or Federal laws. Employees may have the option to save one (1) week of vacation time.

# ARTICLE VIII INSURANCE AND RETIREMENT PROGRAM

This article and the attached insurance matrix contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. For additional information, please refer to the insurance documents themselves, which govern over any inconsistencies within this Article.

- 8.1 A. Eligibility On behalf of all full-time employees and enrolled dependents (to age 26, dental to age 23), the Authority agrees to provide the following group membership in appropriate insurance plans for: Life Insurance, Accidental Death & Dismemberment Benefits (AD&D), Medical Insurance Benefits and Dental Insurance Benefits.
  - (B) <u>Group Term Life Insurance</u>: Life and AD&D Insurance Coverage: \$40,000
  - (C) <u>Group Medical</u>:
    - (1) The Medical Plan is a High Deductible Plan with a Health Savings Account with the following conditions:

### HSA 1

Health Savings Account \$2,000/\$4,000 Non-Gatekeeper

### **In-Network**

\$2,000/\$4,000 Deductible Plan Year 100% Co-ins, after deductible
\$4,000/\$8,000 Out of Pocket max
\$0 Wellness, deductible waived

### Out-of-Network

\$2,000/\$4,000 Deductible 80/20% Co-ins., after deductible \$4,000/\$8,000 Out of Pocket max

### **In-Network Prescription Benefits**

Rx \$5/\$30/\$45, after deductible -Unlimited max Mail Order \$5/\$60/\$90 after deductible MP1 Platform

- (2) The Town will pay all fees related to the initial account set up as well as maintenance fees for basic online statement and services. Any additional bank-generated fees for voluntarily selected items such as lost card or paper statement shall be paid by the employee. The Town will provide a wage deduction plan for each employee's voluntary contributions to the HSA account. The insurance deductions will be on a pre-tax basis in accordance with Section 125 of the IRS Code.
- (3) The Town's portion of the deductible shall be deposited into employee HSA accounts twice each year on or about January 1 and July 1. In the event of a catastrophic medical event, an employee may request the second HSA deposit to be made on another date.
- (4) The Town will provide a wage deduction plan for each employee's voluntary contributions to the HSA account. The insurance deductions will be on a pre-tax basis in accordance with Section 125 of the IRS Code.
- (5) <u>Cost Savings Measures</u>

Accredo Specialty Pharmacy: Mandatory mail order for certain specialty drugs to treat Cancer and diseases like Parkinson's.

<u>Care Management</u>: Pre-certification required for inpatient admissions and certain outpatient procedures including outpatient surgery.

Ash Medical Management: Authorization required after five (5) visits for therapy and chiropractic care (provision may only be implemented by the town after bargaining units approve it).

### (D) Group Dental:

Flex Dental Plan shall consist of the following key provisions:

Deductible \$50 Individual/\$150 Family (waived for Preventive Care

applies to Type II Base Care and Type III Major Care only)

Maximum \$1000 per person/Calendar year

Orthodontia Rider \$1000 per Lifetime Maximum

Dependent Children Maximum Age Limit Age 23

### (E) Premium Cost Shares:

MEDICAL & HSA: Effective July 1, 2025, the employee will pay eighteen percent (18%) of the premium cost for the High Deductible/HSA health insurance plan and the Authority's contribution to the deductible shall be thirty-five percent (35%) of the deductible.

Effective July 1, 2026, the employee will pay eighteen percent (18%) of the premium cost for the HDHP/HSA Medical Plan and the Authority's contribution to the deductible shall be thirty-five (35%) of the deductible.

Effective July 1, 2027 the employee will pay eighteen and a half percent (18.5%) of the premium cost for the HDHP/HSA Medical Plan and the Authority's contribution to the deductible shall be thirty-five (35%) percent of the deductible.

Effective July 1, 2028, the employee will pay nineteen and a half percent (19.5%) of the premium costs for the HDHP/HSA Medical Plan and the Authority's contribution to the deductible shall be thirty five percent (35%) of the deductible.

<u>DENTAL</u>: Effective July 1, 2025, the employee will pay twenty three percent (23%) of the premium cost for each member's coverage for the Dental Plan.

Effective July 1, 2026, the employee will pay twenty three percent (23%) of the premium cost for each member's coverage for the Dental Plan.

Effective July 1, 2027, the employee will pay twenty-three and a half

percent (23.5%) of the premium cost for each member's coverage for the Dental Plan.

Effective July 1, 2028, the employee will pay twenty-four a half percent (24.5%) of the premium cost for each member's coverage for the Dental Plan.

8.2 <u>Insurance Waiver</u> - Employees may elect to waive all Medical and Dental coverage and in lieu thereof, to receive a payment. Said payment shall be One Thousand Dollars (\$1,000.00) for a Single; Two Thousand Dollars (\$2,000.00) for Employee and Spouse; and Three Thousand Dollars (\$3,000.00) for Full Family. Payment to those employees waiving coverage will be made on a semi-annual basis on or about January 15 and June 15 by separate check. Notice of intent to elect the waiver must be filed by June 15 of the previous contract year. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance.

Where there is a change in employee's status such as but not limited to, change in the spouse's employment or changes in a spouse's benefit program, the waiver may, by written notice to the Town, be revoked. Upon receipt of revocation of the waiver, coverage shall be subject to any regulations, including waiting periods, which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the employee and the Town so as to ensure that the pro-rated basis hereinabove was accurate.

Waivers under this section must be permitted by applicable insurance companies and policies.

### 8.3 Group Short- and Long-Term Disability Insurance:

- (1) Effective July 1, 1994, all employees shall be covered by a Short-Term Disability ("STD") and Long-Term Disability ("LTD") Plan which shall be administered by the Authority and paid for by the employees. Payment shall be made through payroll deductions upon the written authorization of each employee on the form contained in Appendix C entitled "Authorization for Short Term Disability and Long-Term Disability Plan Premium Deductions." The parties agree that the STD and LTD deductions shall be treated as a condition of employment.
- (2) Effective July 1, 1994, each employee shall be compensated a gross monthly dollar amount which amount shall be equal to the gross dollar amount of the monthly premium for the coverage under Article VII, Section 8.3. Since that gross dollar amount shall be subject to state/federal withholding, any difference needed to pay the full premium amount shall be deducted from the remaining portion of the employee's paychecks. If, as a result of tax law revisions, STD/LTD benefits become taxable income, despite the fact that the premiums are being paid through employee payroll deductions, then the parties agree to reopen the provisions regarding the method by which premiums are paid.

- (3) STD benefits shall begin on the first day of a non-job-related injury or on the eighth day after the onset of an illness, whichever is applicable. Upon request of the Superintendent or an employee designated by the Commission, verification of such injury or illness shall be provided (in connection with STD or LTD benefits).
- (4) STD benefits shall continue for up to twenty-six (26) weeks for each separate occurrence of illness or injury per fiscal year. STD benefits shall consist of fifty percent (50%) of the employee's regular weekly wage plus fifty percent (50%) of the employee's average overtime worked in three full calendar months previous to the disability, to a maximum of \$1000.00 per week.
- (4) LTD benefits shall begin on the twenty-seventh (27th) week of payment of STD benefits (at which point STD benefits shall cease). LTD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage (not to include scheduled overtime or any other compensation). LTD benefits shall continue until one of the following occurs:
  - (a) the date of eligibility for Social Security retirement benefits; or
  - (b) the employee's Normal Retirement Date (or Early Retirement Date if the employee elects an Early Retirement) under the Pension Plan or Defined Contribution Plan; or
  - (c) the employee receives a Disability Retirement under the Pension Plan; or
  - (d) disallowed by the LTD policy, whichever occurs sooner.
- (6) It is agreed that STD and LTD benefits shall be paid and administered in accordance with the carrier's policy. There shall be no change in benefit payments made without prior negotiations with the Union. However, any administrative changes which do not significantly impact upon the employees shall not require prior negotiations with the Union.
- The parties agree to reopen the STD/LTD provisions of the Agreement if the (7) premiums increase in cost by 50% or more, or if unforeseen administrative problems arise (in which case negotiations shall focus on those "problems"). In the absence of such an increase or such unforeseen administrative problems, the parties agree to "lock-out" any negotiations of the STD/LTD provisions of the Agreement for the duration of this Agreement and three (3) additional years subject to an insurer's willingness to continue coverage. If no carrier is willing to insure the STD/LTD program, then the parties agree to reopen the STD/LTD sections of the agreement and commence negotiations of said sections at their earliest mutual availability. While said negotiations are pending, the Authority agrees to grant any employee who incurs a non-job-related illness or injury which would have otherwise been covered by the STD/LTD program a maximum of 150 paid sick days to cover the absences necessitated by reason of such illness or injury. Said sick days may not be accumulated by any employee and no employee shall be entitled to any pay out for said sick days (i.e., at the end of the year, or upon any type of

separation from employment).

- (8) (a) Employees shall receive credited service for Pension Plan purposes for any period of time in which they receive STD benefits, so long as they continue to make their pension contributions during such period. For purposes of calculating the average final compensation ("AFC") under the Pension Plan, the periods of time during which employees receive STD benefits shall be treated as though the employees were receiving their regular weekly wages under Article IX of this agreement.
  - (b) Employees shall not receive credited service for Pension Plan purposes for any period of time in which they receive LTD benefits, and such period of time shall not be used in calculating the employees' AFC.
  - (c) It is understood that once an employee satisfies the eligibility for benefits requirements under the Pension Plan or the LTD policy, benefits may be paid in accordance with said Plan or policy regardless of whether actual employment is terminated.
- (9) STD benefits shall be supplemented by the Town up to one hundred dollars (\$100) per week, so long as the total of the STD benefits and the one hundred dollars (\$100) or portion thereof does not exceed the employee's regular weekly wage, plus overtime.

### 8.4 Retirement Benefits:

- a. For employees hired on or before June 30, 2014, the provision of an ordinance establishing a Pension Plan for Town employees, enacted by vote of the special town meeting for the Town of Suffield on June 29, 1961, are made part of this Agreement, together with such amendments to said ordinance as may have been made during the term of this Agreement, which shall include the latest pension amendment which provides for normal retirement at age fifty-five (55). The plan is amended further to require that all full-time employees and regular part-time employees who are hired before June 30, 2014 are required to become and remain participants in the Pension Plan as a condition of employment as long as they work 20 or more hours per week.
- b. Employees shall have the option of participating in the 457 Plan (DCP) as is made available by the Town of Suffield to all bargaining unit employees. To the extent that any participating employee makes contributions into the Plan, the Authority will match such contributions up to a maximum of \$20.00 per week.
- c. Employees hired on or after July 1, 2014 and who are scheduled to regularly work at least twenty (20) hours per week shall be required to participate in a Defined Contribution Plan in lieu of the Pension Plan, with a mandatory minimum contribution of 5% from the employee and a maximum contribution as allowed by the law. Effective 7/1/2025, the employer match will be increased to six percent

(6%). Effective 7/1/2026, the employer match will be six percent (6%). Effective 7/1/27 the employer match will be increase to six and a half percent (6.5%). Effective 7/1/28 the employer match will be increase to seven percent (7%).

### 8.5 Retiree Medical:

The Town of Suffield Water Pollution Control Authority shall make arrangements for employees covered by this Agreement who retire to continue hospital and medical coverage by those health service groups in effect with the Town, as they may change from time to time as a result of negotiations, in accordance with the following procedure:

- (a) The Town of Suffield Water Pollution Control Authority shall make available a program of medical insurance for retirees and their legally married spouse at the time of retirement, containing the same level of coverage and benefits as available to current employees, as may be amended from time to time in negotiations, with associated cost shares, until age 65, at which time the retiree shall enroll in Medicare Parts A and B and will simultaneously be enrolled in the Medicare Supplement plan pursuant to the cost sharing provisions below. If retiree reaches age 65 prior to their legally married spouse at the time of retirement, such spouse shall continue on the Town plan containing the same level of coverage and benefits as available to current employees, as may be amended from time to time in negotiations, with associated cost shares, until age 65.
- (b) If the employee elects to enroll in the above program, he/she shall, at the time of retirement, indicate to the Town his/her intention of doing so. The Town, the Union and the Employees all recognize that the Town's contribution, if any, to an HSA account for active employees is not part of the insurance plan and the Town shall have no obligation to contribute an amount to a retiree's account. Notwithstanding the foregoing, the Authority shall contribute thirty-five (35%) percent of the applicable deductible to the employee/retiree's Health Savings Account for a maximum of ten (10) years following the employee's retirement, or until the employee/retiree turns 65, whichever comes first.
- (c) For those employees hired before July 1, 2005, and who have reached fifteen (15) years of accredited service and age 55, or twenty-five (25) years of accredited service regardless of age, the Authority shall pay the full premium costs of the retiree and his/her legally married spouse at the time of retirement for their natural life according to the following schedule.

21 years and over of accredited service 80% paid

For employees hired on or after July 1, 2005, the following schedule is effective for the coverage selected for the employee and his/her legally married spouse at the time of retirement:

25 years and over of accredited service

80% paid

21-24 years of accredited service 0-20 years of accredited service

50% paid 0% paid

For employees hired on or after July 1, 2014, the following schedule is effective for the coverage selected for the employee and his/her legally married spouse at the time of retirement:

25 years and over of accredited service

50% paid

# ARTICLE IX CLASSIFICATION AND WAGES

9.1 (A) The following shall be the classification and wages of the employees hired before July 1, 2021 covered by the terms of this Agreement:

Position	7/1/2025 3.00%**	7/1/2026 2.75 %	7/1/2027 2. 75%	7/1/2028 2.50%
Chief Operator	\$53.67	\$55.15	\$56.67	\$58.09
Shift Operator	\$45.51	\$46.76	\$48.05	\$49.25
Operator 2 (CT Class II)	\$43.52	\$44.72	\$45.95	\$47.10
Operator 1* (CT Class I)	\$38.65	\$39.71	\$40.80	\$41.82
Maintainer Entry Level	\$19.44	\$19.97	\$20.52	\$21.03

(B) The following shall be the classification and wages of the employees hired after July 1, 2021 covered by the terms of this Agreement:

<u>Position</u>	7/1/2025 3.000%**	7/1/2026 2. 75%	7/1/2027 2.75%	7/1/2028 2.50%
Chief Operator	\$53.67	\$55.15	\$56.67	\$58.09
Shift Operator	\$45.51	\$46.76	\$48.05	\$49.25
Operator 3 (CT Class III)****	\$43.52	\$44.72	\$45.95	\$47.10
Operator 2* (CT Class II)***	\$39.75	\$40.84	\$41.96	\$43.01
Operator 1 (CT Class I)**	\$38.65	\$39.71	\$40.80	\$41.82
Operator in Training*	\$28.01	\$28.78	\$29.57	\$30.31

Employees will automatically be advanced to a higher classification when license status is increased based on the Connecticut Wastewater Operator Guidelines.

\*Employees in the position of Operator in Training must possess a Connecticut Class B CDL within 6 months of hire date and possess within 18 months of hire date a Connecticut Class 1 Wastewater Treatment Operator Certificate. Not obtaining a CDL and a Connecticut Class I Wastewater Treatment Operator Certificate by the dates specified shall result in the employee being terminated from their position.

\*\*Employees shall be moved to Operator 1 after obtaining a Connecticut Class I Wastewater Treatment Operator Certificate.

\*\*\*Employees shall be moved to Operator 2 after obtaining a Connecticut Class II Wastewater Treatment Operator Certificate.

\*\*\*\*Employees shall be moved to Operator 3 after obtaining a Connecticut Class III Wastewater Treatment Operator Certificate.

- 9.2 <u>Probationary Period</u>: All employees shall serve a probationary period of one hundred and twenty (120) days (such period to be extended by any days of absence) and shall have no seniority rights during this period, but shall be subject to all of the provisions of this Agreement, except the grievance procedure in the event of disciplinary action or dismissal. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment.
- 9.3 Employees assigned and required to work in a higher classification for a period of one (1) eight (8) hour day or more, shall be compensated at the higher classification rate, on the same step as the employee is on in his/her regular classification.

# ARTICLE X HOURS OF WORK AND OVERTIME

- 10.1 The regularly scheduled work week for employees shall be forty (40) hours, consisting of five (5) days of eight (8) hours each. Any work actually performed in excess of forty (40) hours in any week and work performed on Saturday and/or Sunday, shall constitute overtime. For purposes of this provision and due to the essential nature of the job, paid time off with the exception of vacation days shall constitutes hours worked.
- 10.2 Work schedules shall consist of work periods of equal duration on five (5) consecutive days with such work periods being eight (8) hours including two (2) ten (10) minute rest breaks. The standard work week will consist of the following:

Monday - Friday 7 a.m. to 3 p.m.

Monday through Friday may include the hours of 6:00 a.m. to 2:00 p.m. upon the mutual agreement of the Union and the Authority.

- In no case shall an employee be required to work either on a scheduled or overtime basis, without at least one full day of rest after twelve (12) consecutive days of work.
- 10.3 The Authority shall have the right to require overtime work in a manner most advantageous to the Authority, but every effort shall be made to keep overtime to a minimum consistent with the demands of public service. Generally, overtime work, when required, shall be offered to and distributed as equally as practicable among employees. When such overtime work is related to a specific job assignment to which a particular employee is particularly well qualified, nothing herein shall be construed as preventing the detailing of such particular employee to a specific overtime work assignment regardless of other considerations. In any event, the opportunity for overtime work shall be given to all employees in the organizational unit for work as is required before it is offered to any other Authority employee. If an employee is scheduled for overtime work and does not avail himself/herself of the opportunity to work overtime, it shall be so noted, and the hours of the purpose of determining equal distribution of overtime shall be considered as worked by such employee.
- 10.4 (a) Overtime will be distributed in accordance with the language in section 10.3. If no qualified employee(s) volunteer to accept the overtime assignment, the Superintendent or designee reserves the right to mandate the overtime.
  - (b) Employee overtime shall be compensated according to law. Overtime shall be compensated as one and one half (1 ½) times the regular hourly rate of pay for Monday through Saturday and at two (2) times the regular hourly rate of pay on Sunday.
  - (c) Compensatory time may be elected in lieu of overtime payment at the option of the employee. The maximum amount of compensatory time earned at any time is forty (40) hours; any compensatory time earned above that amount shall be paid out at the rate of pay in effect when the compensatory time was earned.
- An employee shall not be deemed to have been "called in" (called back) until he/she is notified, after completing his/her preceding work day, of the work to be done. If he/she receives such notice before leaving, he/she shall be deemed to have worked continuously for purposes of this section. Only hours between his/her regular quitting time and two hours before his/her next day's starting time are subject to call-in provisions during the regular work week.
- Employees assigned to on-call duty, as designated by supervisor, shall be required to carry assigned electronic devices. For each instance where the employee is on-call and is required to return to work after their regular work shift, the employee will be paid a minimum of three (3) hours at straight time, unless such call in qualifies him/her for time and a half under section 10.1 of this agreement. For purposes of this provision, holiday leave shall constitute hours worked. If during the initial three (3) hour period additional calls are received, the individual will not be entitled to additional call in pay, unless assigned duty extends beyond the initial three (3) hour period, in which case the additional time actually worked shall be

paid at the applicable rate.

- (b) It is understood that two (2) employees are required to respond to emergency call ins.
- 10.7 A record of overtime shall be kept in the department, and shall be made available for inspection by employees and the Union.
- 10.8 Employees who are required by the employer to be on call will be paid fifteen dollars (\$15) per day when they are assigned on-call duty.

### ARTICLE XI SENIORITY

- 11.1 The Authority shall maintain a current list of employees in the bargaining unit who have regular status, and showing the most recent date on which, they obtained such status. A copy of such list shall be furnished to the Union upon request, at reasonable intervals.
- In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority in the job title shall be laid off first. The WPCA shall notify the Union President as soon as possible, but in no event less than fourteen (14) days, prior to the time in which the layoff is to be effective. The WPCA shall notify the least senior employee within the affected job title at least fourteen (14) calendar days before the effective date of the layoff.
  - (b) The order of layoff for employees covered by this Agreement shall be within the job title as follows:
    - (1) Temporary and seasonal employees;
    - (2) Probationary employees, part-time before full-time;
    - (3) Permanent part-time employees before regular full-time employees;
    - (4) Within job title, full-time employees with the least seniority first.

An employee who receives such notice may elect within seven (7) calendar days thereafter to bump into an equal or lower job title, provided that the employee has more seniority than the least senior employee in the lower job title and provided that the employee is qualified to perform such work. Qualified shall include among other criteria, any DEP requirements. The employee shall have a period of ninety (90) days to demonstrate ability to perform in the lower classification, unless due to a factor such as an applicable DEP requirement, the ninety (90) day period would be useless. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in a lower job title provided all such bumping rights are exercised prior to the effective date of layoff.

- (c) Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:
  - (1) The affected employee shall notify the Department head in writing at the time of layoff that he/she requests placement on a recall list.
  - (2) Employees who are bumped to a lower job title shall have recall rights to return to his/her former job title. When an employee is bumped to a lower job title, he shall be placed on the appropriate pay scale and step that represents the least reduction to the pay of the employee.
  - (3) For a period of fifteen (15) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off if a position shall become vacant, or be reinstated to a position in a lower job if qualified.
  - (4) No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons are offered re-employment or decline such re-employment offer. An employee who declines an offer of re-employment shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall opportunity within five (5) days of receipt, the employee shall lose recall rights.
- (d) Employees whose names are on the recall list and have exhausted all unemployment benefits will be notified of opportunities for temporary, part-time or seasonal employment. No new employee shall be hired for temporary, part-time or seasonal positions until all employees on the recall list have had an opportunity to decline such employment subject to the terms of Section 11.1. Such employment shall not constitute recall and refusal of such employment will not affect recall rights subject to Section 11.1.
- An employee shall lose his/her seniority if he/she (a) quits, resigns, or is discharged; (b) is absent from work for five consecutive days without notifying his/her department head or without satisfactory excuse; (c) exceeds a leave of absence without satisfactory explanation; or (d) fails to return from a layoff within ten (10) working days after receipt of notice by certified mail to return.

### ARTICLE XII GENERAL PROVISIONS

- 12.1 The Authority agrees to furnish hot water and proper sanitary facilities at all times.
- 12.2 Work practices, hitherto approved by the Superintendent and applicable to all members of the bargaining unit and which are not specifically provided for or abridged in this Agreement, shall continue in full force and effect.

- 12.3 The Authority is to provide work uniforms consisting of shirts, pants and jackets, at no cost to the employees, and overshoes and safety shoes as determined by the Authority. The employer shall replace shoes provided to the employees as needed. Shoe expense shall be capped at two hundred and fifty dollars (\$250.00) annually per employee, unless otherwise pre-approved by the Authority.
- 12.4 Except in an emergency, non-bargaining unit employees will not perform bargaining unit work to the exclusion of bargaining unit employees.
- 12.5 Each employee shall receive a ten-dollar (\$10.00) meal allowance when working during four-hour periods outside regular shift. This amount shall be included in the employee's paycheck for that week.
- 12.6 The Employer agrees to deduct from the wages of its employees each pay period an amount designated by each employee in writing on a form supplied by the First Connecticut Credit Union. The Employer shall forthwith remit said deductions to the Credit Union office.
- 12.7 The Employer may discipline or discharge employees only for just cause. Before an employee is discharged, there shall be a hearing between the Union and the Authority with the employee present so that he may have an opportunity to present a defense to such discharge.
- 12.8 During the term of this Agreement, the Authority shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Authority shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Authority shall notify the Union and furnish the name and date of termination of the employee.
- 12.9 The Authority shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.
- 12.10 If an article or section of the agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.
- 12.11 There shall be no alteration, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership and the Commission of the WPCA.
- 12.12 The Authority shall provide bulletin board space for the Union located in the main designated areas for the posting of notices concerning the Union's business and activities.
- 12.13 Any employee who is required by the Authority to attend any training or conferences shall be reimbursed for the reasonable expenses associated with said training or conference.
- 12.14 When the Authority creates a new classification or extensively changes an existing job, the Authority shall establish appropriate pay rates for such new or changed classification. Any dispute that may arise as a result shall be resolved through the grievance and arbitration

procedure of this Agreement.

- 12.15 When an employee is required to use his/her own motor vehicle to perform Authority business or attend conferences at the discretion of the Superintendent or an employee designated by the Commission, he/she shall be reimbursed on the basis of the IRS rate (then existing) per mile.
- 12.16 The Authority shall provide for, at no cost to the employee, medical injections for the prevention of hepatitis, typhoid, diphtheria, flu, and tetanus.
- 12.17 (a) The Authority agrees to maintain one set of personnel files, which files shall be kept in the Town of Suffield's Human Resources Office. A duplicate set of training files shall be maintained in the WPCA main office.
  - (b) No evaluations or written statements of criticism originating after initial employment shall be placed in an employee's personnel file unless the employee has been notified and has had an opportunity to review such material. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material and not necessarily agreement.
  - (c) No anonymous or uninvestigated complaints may be placed in any personnel file.
  - (d) Each employee shall have the right to review and make copies of any materials in the employee's personnel file, at no cost to the employee, upon reasonable notice during regular business hours.
- 12.18 The Union's Field Organizer/representative shall be permitted to visit at normal business hours and will not interfere with the operation of the department. It is agreed that the Union business representative will report to the Superintendent or an employee designated by the Commission before talking to bargaining unit members.
- 12.19 Professional Development for a CT Wastewater Certificate shall be paid as a onetime stipend in the year in which the employee obtains said License.

Employees:	Class II	\$250.00
	Class III	\$350.00
	Class IV	\$450.00

The Authority will reimburse the employee for the cost of the exam after presenting the original copy of the passing exam results as issued by DEEP. The Authority will not pay for exams in advance, and will not pay for test failures.

12.20 Six (6) total contact hours of training shall be required by all employees annually. The Six

- (6) total contact hours of training shall be in addition to any mandated requirements for recertification by OSHA with regard to employee safety.
- 12.21 Pay shall be made to employees on a bi-weekly basis.

### ARTICLE XIII UNION SECURITY

- 13.1 All present employees, and all employees hired after the date this Agreement is signed, shall, as a condition of employment, become and remain members of the Union within thirty (30) calendar days after this Agreement is signed or pay an agency fee in accordance with the law after their date of hire, whichever is applicable. Any employee who fails to comply with this section shall be considered "not in good standing" as referenced in Section 2.2 of this Agreement.
- 13.2 The Authority agrees to deduct union membership dues, or any agency fee, once each month from the pay of those employees who individually, and in writing, authorize such deductions. The Authority will remit once each month, on or before the last day of the month in which such deduction was made, together with the list of employees from whose wages these sums have been deducted, a copy of said deductions to the treasurer of the Union. Such dues deductions shall continue for the duration of this Agreement, and any extension thereof. The Union agrees to hold the Authority harmless from damages arising from the making of authorized deductions as set forth in Article II. These deductions will be made on the payday of each month as specified by the Authority and agreed to by the Union.

### ARTICLE XIV SAFETY AND HEALTH

14.1 The Town of Suffield will comply with occupational safety and health standards (OSHA) as promulgated under State of Connecticut Statutes, Chapter 571.

# ARTICLE XV TERM OF AGREEMENT

- 15.1 This Agreement shall remain in full force and effect for a period from the first day of July 2025, through the 30th day of June 2028, and shall continue in effect thereafter unless amended or modified in the manner described below, or terminated in accordance with the law.
- 15.2 Between the first day of January and the first day of February 2028 either party may notify the other that it wishes to amend or modify the Agreement as to the next succeeding first day of July. Such agreed upon modification shall be in writing and shall include the text of such amendment or modification.
  - Within thirty (30) days of such notification, the party receiving the notification shall meet

with the other party to discuss the proposed amendments or modifications. In witness whereof, the parties hereto have set their hands this 1 day of , 2025 **ARTICLE XVI FULL AGREEMENT** This collective bargaining agreement constitutes the full and entire agreement between the 16.1 parties. COLIN MOLL, FIRST SELECTMAN NITED ELEC**N**ICAL, RADIO AND TOWN OF SUFFIELD MACHINE WORKERS OF AMERICA (UE), LOCAL 222#5 DELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE), LOCAL 222#5 SUFFIELD WATER POLLUTION **CONTROL AUTHORITY** 

WITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA

(UE), LOCAL 222#5

### APPENDIX A

# TOWN OF SUFFIELD, CONNECTICUT WATER POLLUTION CONTROL AUTHORITY

### **AUTHORIZATION FOR DUES DEDUCTIONS**

JOB TITLE:

### APPENDIX B

# TOWN OF SUFFIELD, CONNECTICUT WATER POLLUTION CONTROL AUTHORITY

### REQUEST TO DISCONTINUE DUES DEDUCTION

To: THE TO	OWN OF SUFFIELD WATER POLLUTION CONTROL AUTHORITY
I, the undersign previously auth	ned, hereby request you to discontinue the monthly deduction from my earnings, as norized by me, for my membership dues in
I unders date of this req	stand that this deduction cannot be discontinued less than thirty (30) days from the uest.
Date:	Signed:
	PLEASE PRINT THE FOLLOWING
EMPLOYEE'S	FULL NAME:
EMPLOYEE'S	HOME ADDRESS:
	T:
IOB TITLE:	

### APPENDIX C

## TOWN OF SUFFIELD. CONNECTICUT WATER POLLUTION CONTROL AUTHORITY

### AUTHORIZATION FOR SHORT TERM DISABILITY AND LONG-TERM DISABILITY PREMIUMS DEDUCTIONS

### To: THE TOWN OF SUFFIELD WATER POLLUTION CONTROL AUTHORITY

I, the undersigned, hereby authorize you to deduct from my earnings once each month an amount necessary to pay the monthly premiums for the STD and LTD policies, inaccordance with the collective bargaining agreement and as certified to you by the insurance carrier, and to remit such amount to such carrier.

I understand that this wage deduction will remain in effect during my employment with the Authority unless I request that it be discontinued, in which case I will be subject to the provisions of said collective bargaining agreement.

Date:	Signed:	
	PLEASE PRINT THE FOLLOWING	
EMPLOYEE'S FU	JLL NAME:	
EMPLOYEE'S HO	OME ADDRESS:	
DEPARTMENT: _		1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 +
JOB 'ITI'LE:		

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