

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE TOWN OF NEWINGTON  
AND  
TEAMSTERS, LOCAL 671  
(SUPERVISORS)

JULY 1, 2024 – JUNE 30, 2028

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## **PREAMBLE**

**THIS AGREEMENT** made and entered into by and between the Town of Newington, hereinafter referred to as the "Town", and General Teamsters, Local Union No. 671, hereinafter referred to as the "Union." The terms and provisions of this Agreement shall be binding upon the Town and the Union and each employee in the bargaining unit described herein.

## **ARTICLE I – RECOGNITION**

**Section 1** Pursuant to the certification by the Connecticut State Labor Relations Board on the 28th day of March 2024, the Town recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with the Town in respect to rates of pay, wages, hours of employment and other conditions of employment for the following: Town Clerk/Registrar(s) of Vital Statistics; Town Assessor(s); Town Engineer(s); Operations/Project Manager(s); Assistant Library Director; Supervisor(s) of Parks, Grounds and Cemeteries; Revenue Collector(s).

**Section 2** The Town agrees to provide the Union with thirty (30) days' notice when adding any classification that may reasonably be expected to be included in the unit.

### **Section 3**

- a. Neither the Union nor the Town shall discriminate against an employee because of their membership in, or lack of membership in, the Union. Neither the Union nor the Town will discriminate against any person on the basis of race, color, religious creed, age, sex, sexual orientation, gender expression, marital status, national origin, ancestry, present or past history of mental disorder, disability unrelated to successful job performance, or any other protected class status under applicable law.
- b. Any alleged violation of this Section shall be filed in accordance with the grievance procedure but may not be processed to arbitration. However, if the matter is not resolved during the grievance procedure, the Union will inform the employee of his/her/their rights to file a discrimination complaint with the Connecticut Commission on Human Rights and Opportunities and the Equal Employment Opportunity Commission.

## **ARTICLE II – UNION MEMBERSHIP & DUES**

**Section 1** Each employee will be offered an opportunity to join the Union or to voluntarily pay the agency fee. The Town shall, through payroll deduction, deduct whichever fee is authorized by the employee. Each employee who voluntarily elects to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues of the Union. Such authorization shall be delivered to the Town and shall continue in effect until revoked by the employee by written notice of revocation to the Town and the Union.

**Section 2** The Town agrees to deduct from the wages of employees in the bargaining unit initiation fees, administrative fees, and regular monthly Union dues and/or Agency fees, provided the Town receives an authorization card voluntarily signed by such employees in a form which

has been agreed to by the Town and the Union. No deduction shall be made which is prohibited by applicable law.

**Section 3** The Town shall remit to the Secretary-Treasurer of the Union once each month the deductions made in such month together with a list of the employees from whom such deductions have been voluntarily made and the amounts deducted. The Union agrees to refund promptly to the Town any initiation fees and dues found to have been erroneously or improperly deducted.

**Section 4** The Union shall agree to defend, indemnify, and save Town harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action or inaction taken by the Town for the purpose of complying with any provisions of this Article, including attorney's fees and costs.

**Section 5** All moneys collected for the regular monthly dues and administrative dues by the Town shall be held in trust by the Town until paid to the Local Union. All dues deducted shall be paid by the 14th day of the month following the month in which they were deducted.

**Section 6** In the event an employee's pay on each payroll week of the month is not sufficient to meet in full the deductions requested by the Union, the requested deductions need not be made until the first payroll week in which the employee's pay is sufficient to meet the requested deductions in full. When an employee has been absent from duty without pay due to extended illness or other reason, the Union will be responsible for collecting any and all dues owed for said period of time the employee was absent. The Town will reactivate and continue the deduction of dues commencing with the first payroll week in which the employee's pay is sufficient to meet the requested deduction of dues in full.

### **ARTICLE III – MANAGEMENT RIGHTS**

**Section 1** Except where such rights, powers and authority are specially relinquished, abridged or limited by a specific provision of this Agreement, the Town, through its Town Manager or designee, has and will continue to retain, whether exercised or not, all the rights, powers, and authority heretofore held by the Town of Newington, pursuant to any Charter, general or specific statute, ordinance, regulations, practices, procedures, and regulations with respect to employees of the Town. The Town shall have the sole and unquestioned right, responsibility and prerogative of the management of the affairs of the Town and discretion of the working forces, including, but not limited to the following:

- a. To establish the standards of performance of its employees;
- b. To determine the mission of the Town and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions or programs in whole or in part;
- c. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures;
- d. To discontinue processes or operations or to discontinue their performances by employees;

- e. To determine and select the number of types of employees required to perform the Town's operations;
- f. To employ, transfer, promote, or demote employees, or to lay off, discipline, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the departments;
- g. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of the work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employee effected by them;
- h. To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;
- i. To create job classifications and job descriptions and review existing job descriptions;
- j. To exercise complete control and discretion over its organization and the technology of performing its work;
- k. To fulfill all of its legal responsibilities as mandated through local, state, and federal laws; and
- l. To determine the mission of a department or office and the method and means necessary to fulfill that mission.

In the event of any inconsistencies between the terms of this Agreement and the provisions of the Town Personnel Rules, the Agreement shall prevail; otherwise, the Personnel Rules shall prevail. Except as otherwise limited by an express provision of this Agreement, inherent management rights are not subject to the grievance procedure.

## **ARTICLE IV - UNION STEWARDS**

**Section 1** The Town recognizes the right of the Union to elect a Steward for the purpose of representing employees in the adjustment of grievances in accordance with the Grievance Procedure (Article XIV) of this Agreement.

**Section 2** The Union shall have the right to remove the Steward and appoint a new Steward in his/her place at any time. The Union will give the Town written notice of any such change within forty-eight (48) hours after it occurs.

**Section 3** The Union shall give the Town written notice of the name of the Steward upon signing this Agreement.

**Section 4** The authority of the Steward shall be limited to and not exceed handling of grievances as provided in Section 1 above, except that the Steward shall have the authority to transmit to the proper representative of the Town, written messages and information which originate with and are authorized by the Union.

**Section 5** The Steward may receive and handle grievances and shall spend no more time than is necessary on handling grievances so as not to interfere with the normal operation and procedure of business. A Steward shall be paid by the Town at his/her regular hourly rate for the time reasonably spent during working hours in the adjustment of grievances, up to Step 2 under the Grievance Procedure.

**Section 6** Any employee who engages in Union business during working hours shall notify his/her supervisor prior to engaging in said business. Union business shall not disrupt the normal workday.

**Section 7** No more than three (3) bargaining unit employee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating a collective bargaining agreement, when such meetings take place at a time during which such individual is scheduled to work.

## **ARTICLE V – APPOINTMENTS AND VACANCIES**

**Section 1** The Town shall electronically post notices of all newly established positions within the bargaining unit and notices of vacancies within the bargaining unit which it wishes to fill (the Town has no obligation to fill any vacancy). Prior to any external posting, such notice will be posted internally to the bargaining unit for a period of five (5) business days and shall be provided by email to all bargaining unit employees. Such notice shall specify the title and salary range of the position, the nature of the work to be performed, the requisite qualifications, including experience for the position, and the closing date for receiving applications. Any employee who meets the minimum qualifications may submit his or her application to the Town.

**Section 2** Qualifications for bargaining unit positions are determined by the Town based on, among other things, the duties of the position's job description, required or preferred certifications, prior attendance at work, past job performance, and technical knowledge and skills. Appointments shall be made on the basis of the Town's consideration of the qualifications as set forth above.

**Section 3** As part of the process for filling vacancies, the Town may at its discretion, conduct an oral panel interview of each applicant. The panel shall consist of three individuals selected by the Town, which shall include any supervisor of the position and other individuals knowledgeable with the position. Each panel member may grant each applicant up to three and one-third (3 1/3) points. Therefore, a maximum of ten (10) points is available for the oral panel. An applicant's oral panel score will also be considered in determining who should be appointed to a vacancy.

### **Section 4** **Probationary Period.**

a. **Newly Hired or Newly Promoted Into Bargaining Unit Position.** For securing the most effective adjustment of an individual newly hired or newly transferred from outside the bargaining unit to a position within the bargaining unit and for determining that such employee's work meets required standards, all such appointments are for a probationary period of six (6) months. The Town may extend the probationary period of any employee who does not meet the required standards for the position with notice to the Union.

b. **Promoted from within Bargaining Unit Position.** All employees promoted from within the bargaining unit shall serve a probationary period of ninety (90) work days. The Town may extend the probationary period of any employee who does not meet the required standards for the position with notice to the Union.

- c. **Transferred from within Bargaining Unit Position.** All employees transferred from within the bargaining unit shall serve a probationary period of thirty (30) work days. The Town may extend the probationary period of any employee who does not meet the required standards for the position with notice to the Union.
- d. Evaluation of performance during probationary period shall be done by the Employee's supervisor on a periodic basis.

**Section 5** Dismissal during the probationary period shall be at the discretion of the Town in accordance with the Town Charter and may occur for no reason or for any reason including but not limited to demonstration of inability or unwillingness to perform the duties of the position, lack of dependability, or habits which detract from job performances. Notification of such dismissal shall be in writing. Dismissal during the probationary period shall not be subject to the grievance and/or arbitration procedures.

**Section 6** The Town may authorize the appointment of any qualified person to a position to prevent stoppage of public business or loss or serious inconvenience to the public. Such appointment shall be valid for the duration of the emergency without regard to any applicable rules set forth in this Agreement.

**Section 7** At the time of appointment or recall from a layoff, a letter signed by the Town Manager or his/her designee with a copy sent to the collective bargaining unit and the department head, will be prepared indicating the following:

1. Rate of Remuneration
2. Hours of employment
3. Flex-time schedule where applicable
4. A copy of the job description of the position for which he or she has been hired

## **ARTICLE VI – SENIORITY**

**Section 1** Seniority for employees governed by this Agreement shall be defined as the length of continuous service since the employee's most recent date of hire by the Town.

**Section 2** Seniority shall be broken by:

- a. Discharge for just cause;
- b. Resignation;
- c. Layoff for a consecutive period, exceeding one (1) year;
- d. Five consecutive no-call, no-show absences;
- e. Failure to give notice of intent to return to work after recall following two (2) weeks of receipt of the notification;
- f. Failure to return to work upon expiration of a written authorized leave of absence.

## **ARTICLE VII – HOURS OF WORK AND FLEXIBLE TIME**

**Section 1** The regular hours of work for employees of the bargaining unit shall be defined below.

- a. The Town Clerk, Town Engineer, Revenue Collector, and assessor shall work the following schedule:  
Monday, Wednesday, Thursday: 8:30 a.m. to 4:30 p.m.  
Tuesday: 8:30 a.m. to 6:00 p.m.  
Friday: 8:30 a.m. to 12:00 p.m.
- b. The Operations Manager , shall work from 6:30 a.m. to 2:30 p.m. on Monday through Friday.
- c. Parks, Grounds and Cemetery Supervisor shall work between 7:00 a.m. and 3:30 p.m. on Monday through Friday.
- d. The Assistant Library Director shall work 35 hours per week, divided over 5 days Monday through Sunday.

**Section 2** Bargaining unit employees who are assigned special projects and are instructed to perform them outside their regular working hours will earn flex time for such work. The determination of what constitutes a special project shall be made by the Town, but may include: call-in for snow removal, seasonal busy periods due to annual deadlines, fundraising events such as Library Winterfest, Road Race, and Book Sales. In addition to special projects, bargaining unit employees who are called in to work on a holiday, as defined in Article VIII of this Agreement, will be earn flex time for such work. It is understood the parties do not intend for flex time to be earned for work which has always been considered part of the employee's job duties (such as attending meetings, investigating accidents, etc.); and that employees allowed take-home vehicles are not generally eligible for flex time. Any flex time shall be used within 6 months of being earned. Unused flex time will be lost and not paid out.

**Section 3** Hours of work may be adjusted by the Town Manager, as the case may be, to provide personnel to accommodate the business needs of the Town during emergency or weather-related situations. Scheduling will be done by departmental need.

## **ARTICLE VIII – HOLIDAYS**

**Section 1** The following holidays shall be recognized as being within the terms of this agreement.

|                        |                        |
|------------------------|------------------------|
| New Years' Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| Good Friday            | Thanksgiving Day       |
| Memorial Day           | Day after Thanksgiving |

|                  |                  |
|------------------|------------------|
| Independence Day | Christmas Eve    |
| Presidents' Day  | Floating Holiday |
| Christmas Day    |                  |

**Section 2** The floating holiday shall be approved by the department head for use between July 1<sup>st</sup> and June 30<sup>th</sup> with no accrual from year to year. Should the Town Council add an additional holiday recognized by the Town, the floating holiday will no longer be available to bargaining unit employees. The floating holiday may only be used in a full-day increment.

**Section 3** Employees of the Lucy Robbins Welles Library who work holidays will receive floater day(s) to be taken at the discretion of the employee. Any floating holidays earned by an employee must be used within the fiscal year in which they were earned. Any floating holidays earned but not utilized during the fiscal year in which they were earned will be deemed lost. Monies will not be paid for any "lost" floating holidays or for any floating holiday earned but not used due to an employee's death, disability or separation from employment.

**Section 4** When a holiday falls on a Saturday the preceding Friday will be observed. When a holiday falls on a Sunday the following Monday will be observed

**Section 5** When a holiday is observed while an employee is absent on authorized sick leave or vacation leave, no charge against the employee's accrued sick leave or vacation leave will be made for that day and the employee shall receive the holiday pay instead.

## ARTICLE IX – VACATIONS

**Section 1** The employee's anniversary date of hire will be used to determine the amount of vacation due. Employees shall be entitled to vacations with pay at the employee's base pay on the following basis:

- a. Two (2) weeks of vacation each year for employees with one (1) year through five (5) years of full time service. In the first year, one (1) week of earned vacation may be taken upon completion of the first six (6) months of full time service, provided the overall earned vacation in the first year of employment shall not exceed the aforementioned two weeks.
- b. Three (3) weeks of vacation for employees with over five (5) years of full-time service.
- c. After five (5) years of service, one (1) additional day of vacation for each two (2) years service up to a total of four (4) weeks vacation after fifteen (15) years service.
- d. Vacation leave shall accrue monthly.

**Section 2** Employees may accrue up to two (2) years of vacation leave. Employees who retire or who voluntarily resign their position with at least two weeks prior notice to the Town will be paid for unused accrued vacation time upon separation for an amount not to exceed forty (40) days.

Employees who retire or who voluntarily resign their position without at least two-weeks notice or employees who are involuntarily discharged will not be paid for unused accrued vacation time upon separation. Employees may not utilize accrued vacation pay for the purpose of extending their employment to a designated retirement date. In the event of an Employee's death, payment shall be made on the same basis to the surviving spouse, minor children, or estate.

**Section 3** Vacations will be scheduled by mutual agreement between individual employees and their respective department heads. When the original vacation dates of an employee have been denied by the department head, the department head and the employee shall agree in writing to a definite alternate date for the vacation of said employee at that time. Absent emergency circumstances, a minimum of five (5) business days advance notice is required when requesting vacation leave of five (5) days or more. A minimum of twenty-four (24) hour's notice is required when requesting vacation leave of four (4) days or less.

## **ARTICLE X – LEAVE PROVISIONS**

### **Section 1** **Sick Leave.**

- a. Employees shall accrue sick leave at the rate of one (1) working day per month with a maximum accrual limit of 135 days and
  - i. shall not be entitled to any sick leave payout upon retirement.
  - ii. An employee may take sick leave because of a personal illness or physical incapacity, enforced quarantine of the employee in accordance with community health requirements, or family illness or physical incapacity which may also qualify for family or medical leave under the Federal Family and Medical Leave Act. Abuse of sick leave shall be considered sufficient cause for disciplinary action.
  - iii. A Department Head may require proof of illness for authorized sick leaves of up to (3) consecutive sick days. Such proof may include a doctor's certificate or other proof of illness from the employer's physician indicating the nature and duration of illness. An employee must submit a doctor's certificate for sick leaves in excess of four (4) consecutive sick days.
  - iv. To be paid for sick leave, an employee must notify his/her Department Head as close to the time the Employee is due to report for work, unless otherwise specified by the Department Head.
  - v. In exceptional cases, the Town Manager may grant additional sick leave without pay. Requests for such additional sick leave shall be in writing and must be signed by the employee.

In the event that bargaining unit employees are covered by Connecticut's Paid Sick Leave Law, Conn. Gen. Stat. §§ 31-57r et seq. as it may be amended from time to time, to the extent the terms and conditions of the Paid Sick Leave Law are more generous than the terms and conditions within this agreement, the Law controls. To the extent that the terms and conditions of sick leave within this agreement are more generous, this agreement controls.

**Section 3** **Funeral Leave.** Four (4) days leave with pay shall be granted to an employee for death in the immediate family of the employee, or the immediate family of the employee's spouse. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, step child, son in law, daughter in law, or grandchild and also any relation who is domiciled in the employee's household.

**Section 4** **Military Leave**

- a. Military leave shall be granted to employees when required to serve on active reserve or National Guard duty in accordance with applicable state and federal law. During such duty, the employee shall be paid the difference, if any, between the employee's regular salary and military pay for a maximum of thirty (30) days during the calendar year. Copies of order to active duty shall be supplied to the Town Manager.
- b. Any active duty employee who is a reservist in the United States Armed Forces and who is called to activity duty due to any local, state, or national emergency shall receive the differential in the gross monthly salary provided by the United States Armed Forces and the gross monthly salary being earned from the Town of Newington at the time the reservist is called to active duty, provided the salary paid by the Town is above the level of total military pay received. This differential payment will be provided no longer than ninety (90) calendar days per call up, and is not to exceed the actual number of days served on active duty. The ninety (90) calendar days per call up and differential payment may be extended by mutual agreement between the Town Manager and Union President subject to the approval of the Town Council and Union Membership.
- c. Leaves of absence without pay shall be granted to any employee entering the military service of the United States provided:
  - i. No employee shall lose any seniority standing because of any military service, including service in the National Guard or organized reserves.
  - ii. On return from military service, an employee shall be reinstated to the employee's former job or one of like rank, and shall receive credit toward the yearly increment awarded during the employee's absence on military service provided that the employee reports for duty within ninety (90) days of discharge from military service.
  - iii. The employee's accumulation of sick leave, upon leaving, shall be retained to the employee's credit when the employee returns.

**Section 5** **Jury Duty.** Employees shall be entitled to full pay at their base rate for absence because of jury duty, provided that reimbursement for same and regular pay together does not exceed an employee's regular wage. Reporting for Jury Duty will count for the employee's work hours for that day.

**Section 6** **Personal Leave.**

- a. Each bargaining unit employee shall be entitled to up to three (3) days per year of personal leave at the employee's current base pay rate. Twenty four (24) hours advance notice is required, and said leave shall be by mutual agreement of the supervisor and

employee, based on staffing needs. Personal leave shall be taken in segments of no less than one half (1/2) day, and shall be so charged. Personal days are not accumulative.

b. A new employee shall be entitled to personal leave on the following schedule at the end of each time period:

|                         |   |        |
|-------------------------|---|--------|
| July 1 to September 30  | - | 3 days |
| October 1 to January 31 | - | 2 days |
| February 1 to April 30  | - | 1 day  |

Thereafter the employee, effective each July 1, shall be eligible for personal leave in accordance with subsection (a).

c. The Town may convert the provision of personal days to hours at management's discretion.

## **Section 7      Medical Appointments**

Medical, optical, or dental appointments that cannot be scheduled outside of normal work hours of two hours duration or less may be met without charge against accumulated sick leave. This use of such sick leave shall be limited to six (6) times per year, unless a signed statement by the attending physician / health care provider on a form developed by the Town Manager is provided. Appointments in excess of two hours shall be charged pursuant to the Town's Personnel Rules.

## **ARTICLE XI – WAGES**

**Section 1**      Wage scales shall be in accordance with Appendix A which is made a part hereof. It is agreed that Appendix A is intended to reflect:

- a. Effective and retroactive to July 1, 2024, any employee on the payroll at the time of the ratification of this agreement will receive a three percent (3%) general wage increase to the applicable salary schedule.
- b. Effective July 1, 2025, a three percent (3%) general wage increase to the applicable salary schedules.
- c. Effective July 1, 2026, a three percent (3%) general wage increase to the applicable salary schedules.
- d. Effective July 1, 2027, a three percent (3%) general wage increase to the applicable salary schedules.

## **ARTICLE XII – INSURANCE**

**Section 1      Medical:** The Town shall provide for each active, full-time employee and his/her/their enrolled dependents and retirees, ("Participant") the medical insurance benefits as outlined in the attached Appendix A, High Deductible Health Plan (HDHP). All terms, benefits and coverages shall be governed by the summary plan description in effect at the beginning of each policy year and to include changes to be in compliance with Federal Health Care Reform

Mandates. The employees' cost of the applicable premiums for this health insurance program shall be born as follows:

- **Effective July 1, 2024: 10%**
- **Effective July 1, 2025: 10%**
- **Effective July 1, 2026: 10.5%**
- **Effective June 30, 2028: 11.5%**

Dependents will be covered up to age twenty-six (26). Coverage for new employees shall become effective within thirty (30) days from the date of hire. The Town agrees to fund annually fifty percent (50%) of the applicable HSA deductible for the duration of this Agreement. The Town's full contribution toward the HSA deductible will be deposited in the HSA accounts in two equal installments, as soon as possible after July 1 and January 1. The parties acknowledge that the Town's contribution toward the funding of the HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees. If an employee is hired after the start of the contract year and elect to be covered by the Town's health insurance, the Town's contribution toward the funding of the HSA shall be prorated for that year. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separating from employment.

An HRA shall be made available for any Participant who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Town shall not exceed the Town's annual deductible contribution for those in the HSA.

**Section 2** Dental: For each employee and his/her/their eligible and enrolled dependents, the Dental Plan set forth in Appendix B. The dental insurance benefits will be provided on a premium cost sharing basis whereby the employee will pay a premium cost share as follows:

- Effective the date of ratification of this Agreement: 13%

**Section 3** If the Town finds it desirable to change carriers or plan design such that the coverage remains comparable, it shall notify the Union of proposed changes prior to their becoming effective.

**Section 4** The Town may also consider at its option offering additional insurance coverage alternatives, such as vision or voluntary wellness initiatives including biometric testing.

**Section 5** The Town shall provide Group Life and Accidental Death and Dismemberment Insurance in the principal amount of one (1) times the employee's salary.

**Section 6** Retirees:

Retiring bargaining unit employees participating in the Town's Defined Contribution Plan who have reached the age of 55 with 10 years of continuous service with the Town and who have received Town medical and dental insurance for the previous 10 years are eligible to continue

medical and dental insurance until age 65. Such employees will be responsible for paying 25% of the COBRA individual rate for the health insurance in place and as changed from time to time by the Town. The employee may obtain Employee + 1 coverage through the Town until the employee is age 65, provided the employee pays the entire COBRA rate cost for that dependent. The Town shall have no obligation to fund any portion of the HSA deductible or reimburse any portion of an HRA for retirees or their dependents.

**Section 7** The Town shall provide Group Life and Accidental Death and Dismemberment insurance in the principal amount of \$10,000 for retired employees to age 70.

### **ARTICLE XIII – RETIREMENT**

Employees will participate in a Defined Contribution Pension Plan through Mission Square. Employee annual contribution to this plan will be four and one-half percent (4.5%) of the employee's gross salary on a pretax basis with the Town annually contributing an amount equal to nine (9%) of such gross salary. There will be no vesting period for these funds and all amounts deposited into the employees account at Mission Square is the property of the employee.

### **ARTICLE XIV – GRIEVANCE PROCEDURE**

**Section 1** **Definition** A grievance or dispute between the Town and the Union involving the interpretation or application of the terms of this Agreement.

**Section 2** **Grievance Procedure**

- a. **Step 1 - Notice to the Department Head:** Not later than seven (7) working days after the event giving rise to the grievance, or seven (7) working days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee shall provide a written notice and discuss the grievance with the Department Head. The Department Head all respond in writing to the Employee not later than seven (7) working days thereafter.
- b. **Step 2 - Written Grievance to the Town Manager:** If the grievance is not settled at Step 1, the employee, within seven (7) working days of receipt of the Department Head's response, but in no event later than twenty-one (21) working days after the event giving rise to the grievance, shall submit the written grievance to his/her/their Town Manager and the Union. Any grievance taken to the second step must be signed by the aggrieved employee and/or the local Union representative. If the grievance is not submitted in writing within the time limits set forth above, it shall be deemed waived. The Town Manager shall give his/her/their written answer to the grievance within ten (10) working days after receipt of the grievance, which answer shall be final and binding on the employee, the Union and the Town unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in the Arbitration Appeal Procedure below. A copy of the written answer shall be provided to the grievant and the Union.

**Section 3 Arbitration Appeal Procedure:**

- a. Any grievance as defined in this Article that has been properly and timely processed through the grievance procedure set forth in this Article, and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Town Manager with a written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within twenty (20) working days after receipt of the written answer of the Town at Step 2 of the grievance procedure set forth in this Article shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Town at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the Town and the Union.
- b. Grievances shall be submitted to the American Dispute Resolution Center in accordance with its rules and procedures with a contemporaneous copy to the Town. The fees of the American Dispute Resolution Center and the fees and expenses of the arbitrator shall be shared equally by the Town and the Union; otherwise, each party shall bear its own arbitration expense. In lieu of ADRC, the parties may mutually agree to submit grievances to the State Board of Mediation and Arbitration.
- c. **Arbitrator's jurisdiction:** The jurisdiction and authority of the arbitrator and his/her/their opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Town. He/she/they shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her/their jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Town provided it is not contrary to law. The standard of proof in all cases shall be based on a preponderance of the evidence.

**ARTICLE XV – WORKING CONDITIONS**

**Section 1** The Town shall provide a suitable bulletin board in a conspicuous place where employees work for posting of Union notices.

**Section 2** The Town shall post copies of all official notices that affect working conditions, rules, regulations and policies at a location accessible to all employees.

**ARTICLE XVI – DISCIPLINARY PROCEDURE**

**Section 1** All disciplinary actions shall be for just cause and applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.

**Section 2** The severity of the disciplinary action to be taken shall depend on the seriousness of the employee infraction. Disciplinary action shall include the following but need not follow this order depending on the seriousness of the infraction by the employee:

- (a) a verbal warning;
- (b) written warning;
- (c) suspension without pay;
- (d) demotion;
- (e) discharge.

**Section 3** Notification of all disciplinary action other than a verbal warning must be in writing with the reasons stated and a copy provided to the Union at the time such action is directed.

**Section 4** Any disciplinary action or measure imposed upon an employee, other than a probationary employee, may be processed as a grievance through the grievance procedure. The Union will be notified of any disciplinary action or measure imposed upon an employee.

**Section 5** The service record of an employee disciplined under this provisions of this Article shall remain in the employee's file. Any verbal or written warning, although remaining in the employee file, may not be used for progressive discipline after three (3) years provided there are no other incidents within those three (3) years.

## **ARTICLE XVII – CONFORMITY TO LAW AND WAIVER**

**Section 1** If any Section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and each party hereby declares that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article, Section, Sentence, Clause or Phrase. application of such provision to the other persons or circumstances, shall not be affected thereby.

**Section 2** The failure of either party to this Agreement to require strict performance of any provision of the Agreement shall not be deemed a waiver or abandonment of any of the rights or remedies provided herein for violation of the Agreement, or any provision thereof; nor shall it constitute a waiver or abandonment of any right or remedy herein provided for a subsequent violation of any provision of the Agreement.

## **ARTICLE XVIII – ENTIRE AGREEMENT AND AMENDMENT**

**Section 1** This Agreement, upon ratification, supersedes and cancels all prior agreements, whether written or oral, that are contrary to the terms of this Agreement unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its terms.

**Section 2** To the extent that a Town policy, practice, procedure, or bylaw is not addressed in this Agreement, such policy, practice, procedure, or bylaw may be continued, changed, or discontinued at the discretion of the Town.

**Section 3** It is understood and agreed that neither party during the term of the Agreement shall have the right to insist upon collective bargaining by the other party upon any subject matter covered by this Agreement. This Agreement may be amended at any time only upon written mutual consent of both parties.

### **ARTICLE XIX – ACCESS TO PREMISES**

Upon reasonable notification to the Town, a duly authorized Officer or Business Agent of the Union shall be permitted to enter the Town's premises during working hours for the purpose of investigating any grievance that may arise on the job, provided however, that he shall in no way interfere with the normal operation and procedure of business.

### **ARTICLE XX – NO STRIKE NO LOCKOUT**

**Section 1** The Union and employees expressly agree not to engage in any strikes, walkouts, slowdowns, work stoppages, or other interference with the operations, production, or any other functions of the Town, its representatives, and committees.

**Section 2** Any employee participating in such activities as set forth in Section One shall be terminated. Such discharge shall not be subject to the Grievance and Arbitration Procedures, except that a dispute as to whether a discharged employee participated in any such acts may be submitted by the Union to such Grievance and Arbitration Procedures.

**Section 3** The Town agrees that it will not lock out its employees during the life of this Agreement.

**Section 4** The Union, its officers, agents, representatives, and members shall not, in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Town, or ratify, condone, or lend support to such conduct or action.

### **ARTICLE XXI – D.R.I.V.E. & CREDIT UNION**

**Section 1** The Town agrees to deduct from the paycheck of all employees covered by this Agreement who execute an appropriate voluntary check-off authorization from the Democrat, Republican, Independent Voter Education (D.R.I.V.E.) Chapter, the amount specified on the check-off authorization form signed and dated by the Employee. The deduction shall continue for the life of this Agreement and any renewals and/or extensions thereof for each employee who signs the check-off authorization, unless the employee revokes the authorization in writing.

**Section 2** The Town agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Town written authorization to make such deductions. The amount so deducted shall be remitted to the Teamsters Credit Union once each month. The Town shall make deductions and shall not be responsible for remittances to the Credit Union for any deductions for those weeks during which an employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

## ARTICLE XXII - SAVINGS CLAUSE

If any Section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and each party hereby declares that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article, Section, Sentence, Clause or Phrase.

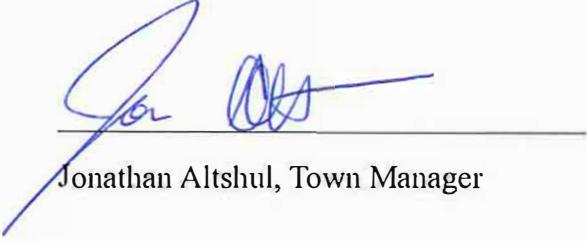
## ARTICLE XXIII – DURATION

**Section 1** This Agreement shall be effective from ratification and signing by both parties and shall remain in full force through June 30, 2028.

[signature page on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands this 21<sup>st</sup> day of MAY, 2025.

FOR THE TOWN OF NEWINGTON

  
Jonathan Altshul, Town Manager

FOR TEAMSTERS LOCAL 671  
(SUPERVISORY)

  
Anthony Lepore, Principal Officer

## APPENDIX A

Positions in the bargaining unit are subject to the following wage range:

### **FOR JULY 1, 2024- JUNE 30, 2025:**

| <b>TITLE</b>                              | <b>MINIMUM</b> | <b>MAXIMUM</b> |
|---|----------------|----------------|
| Operations/Project Manager                | \$62,436.83    | \$113,797.57   |
| Assistant Library Director                | \$67,312.21    | \$122,577.75   |
| Revenue Collector                         |                |                |
| Supervisor of Parks, Grounds & Cemeteries |                |                |
| Town Clerk / Records Administrator        | \$72,369.96    | \$136,860.38   |
| Town Assessor                             | \$78,053.53    | \$142,115.49   |
| Town Engineer                             | \$90,498.68    | \$164,995.92   |

### **FOR JULY 1, 2025- JUNE 30, 2026:**

| <b>TITLE</b>                              | <b>MINIMUM</b> | <b>MAXIMUM</b> |
|---|----------------|----------------|
| Operations/Project Manager                | \$64,309.94    | \$117,211.50   |
| Assistant Library Director                | \$69,331.58    | \$126,255.08   |
| Revenue Collector                         |                |                |
| Supervisor of Parks, Grounds & Cemeteries |                |                |
| Town Clerk / Records Administrator        | \$74,541.06    | \$140,966.19   |
| Town Assessor                             | \$80,395.14    | \$146,378.96   |
| Town Engineer                             | \$93,213.64    | \$169,945.80   |

**FOR JULY 1, 2026- JUNE 30, 2027:**

| <b>TITLE</b>                              | <b>MINIMUM</b> | <b>MAXIMUM</b> |
|---|----------------|----------------|
| Operations/Project Manager                | \$66,239.24    | \$120,727.84   |
| Assistant Library Director                | \$71,411.52    | \$130,042.74   |
| Revenue Collector                         |                |                |
| Supervisor of Parks, Grounds & Cemeteries |                |                |
| Town Clerk / Records Administrator        | \$76,777.30    | \$145,195.17   |
| Town Assessor                             | \$82,807.00    | \$150,770.33   |
| Town Engineer                             | \$96,010.05    | \$175,044.18   |

**FOR JULY 1, 2027- JUNE 30, 2028:**

| <b>TITLE</b>                              | <b>MINIMUM</b> | <b>MAXIMUM</b> |
|---|----------------|----------------|
| Operations/Project Manager                | \$68,226.41    | \$124,349.68   |
| Assistant Library Director                | \$73,553.87    | \$133,944.02   |
| Revenue Collector                         |                |                |
| Supervisor of Parks, Grounds & Cemeteries |                |                |
| Town Clerk / Records Administrator        | \$79,080.61    | \$149,551.03   |
| Town Assessor                             | \$85,291.20    | \$155,293.44   |
| Town Engineer                             | \$98,890.35    | \$180,295.50   |

