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**COLLECTIVE BARGAINING AGREEMENT**

**TOWN OF CLINTON**

**AND**

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION**

**PUBLIC WORKS DEPARTMENT**

**JULY 1, 2025 THROUGH JUNE 30, 2028**

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This Agreement is entered into between the Town of Clinton, hereinafter referred to as the Town and unit # 413 of The United Public Service Employees Union "UPSEU" hereinafter referred to as the Union or UPSEU.

## **ARTICLE 1 RECOGNITION**

- 1.0 The Town of Clinton hereby recognizes UPSEU as the sole and exclusive bargaining agent for all the employees of the Public Works Department, and all employees doing work of a similar nature, excluding the foreman and summer seasonal help working fifteen (15) weeks or less on all matters of collective bargaining including, but not limited to, wages, hours, working conditions, and rules, grievances and all other matters pertaining to their employment in the Town of Clinton.
- 1.1 The Town and the Union agree not to discriminate against employees covered by this Agreement, on account of membership or non-membership in the Union.

## **ARTICLE 2 UNION SECURITY AND PAYROLL DEDUCTION**

- 2.0 All present employees and all employees hired or transferred into the bargaining unit may join the Union and pay Union dues or to pay a service fee to the Union as set by the Union in accordance with applicable law, within thirty (30) days from the date of hire or transfer.
- 2.1 Upon receipt of a signed authorization form from the employee involved, the Employer shall deduct from the employee's pay, the second week in each month, such initiation fees, dues and/or service fees as the Union shall determine.
- 2.2 The amount will be certified by a responsible Union officer in writing and may be raised or lowered by the Union at any time upon notification by said officer to the Employer.
- 2.3 Deduction as provided in 2.2 shall be remitted to UPSEU office of the Union no later than fifteen (15) days after such deductions have been made along with a list of employees from whom the deductions have been made.
  - a) If for any reason an employee has no pay available from which the dues may be deducted, the deduction will take place beginning the payroll period in which he does have pay available and continuing biweekly until back deductions are made up, at which time he will return to the monthly basis.
  - b) The Union agrees to hold the Town harmless against any and all claims that may arise as a result of complying with the provisions of the above Article.

## **ARTICLE 3** **SENIORITY**

3.0 All new employees shall serve a probationary period of twelve (12) months and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement.

Until expiration of the twelve (12) months, an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement.

3.1 All employees who have worked twelve (12) months shall be permanent full-time employees, their probationary period will be considered completed, and their seniority will then be backdated to the time they were hired.

3.2 In the event a layoff becomes necessary the least senior employee in each job classification (see Appendix B) shall be laid off first, and so on.

An employee who is being laid off may bump the least senior employee in the job classification which is equal to or lower than his/her classification, provided the employee is qualified to perform the work of the employee being bumped after a reasonable orientation period not to exceed thirty (30) calendar days. An employee who is bumped under this provision shall have the same rights and bumping procedure available to him/her.

Bumping rights and recall rights do not apply to probationary employees.

3.3 Laid-off employees shall be recalled to work with the most senior employee in each job classification (see Appendix B) recalled first, and so on. In recalling employees, the Town shall rely on the last address furnished to the Town, in writing, by the employee. Recall rights shall terminate two (2) years from date of layoff for each employee.

3.4 No new employees shall be hired until all laid-off employees have first been recalled.

a) In the event an employee refuses to return to work when recalled, his seniority will be considered lost and he will no longer be considered eligible for recall.

b) Employment and/or re-employment shall be subject to a physical and/or medical examination by a physician provided by the Employer.

3.5 Bargaining unit layoffs shall take effect in the following order within classification:

a) Part-time employees. (Those employees working less than twenty (20) hours per week.)

b) Probationary employees.

c) Employees working twenty (20) hours a week, but less than forty (40) hours a week.

d) Permanent full-time employees.

- 3.6 No seasonal or part-time employees will be used before the work is first offered to any employee laid off for lack of work.
- 3.7 An employee about to be laid off will be paid accrued earned pay.

#### **ARTICLE 4** **PROMOTIONS AND VACANCIES**

- 4.0 When the Town decides to fill a bargaining unit position, the Town will post the job title, pay and description within five days of the vacancy. The posting will remain posted for ten (10) days in all places where the union employees normally gather.
- 4.1 Any bargaining unit employee may apply for the vacancy, in writing, within the ten (10) days. The position shall be awarded on the basis of qualifications, which shall be determined by the Town. Where qualifications are equal, seniority shall govern.
- 4.2 If a vacancy occurs in the landfill operator, tractor driver position for more than thirty (30) calendar days a qualified bargaining unit member will be placed in the vacant position and receive the appropriate rate of pay in accordance with the pay scale of this agreement until the Town fills the vacancy in accordance with Article 4 of this agreement.

#### **ARTICLE 5** **HOURS OF WORK AND OVERTIME**

- 5.0 The regular work week for Highway employees of the Public Works Department shall be as follows:
  - a) Eight (8) hours per day, 7:00 a.m. through 3:30 p.m. with one-half (1/2) hour for lunch.
  - b) Forty (40) hours a week consisting of five (5) days a week, Monday through Friday.
  - c) The work times outlined in 5(a) may be changed by mutual agreement of the employer and employee.
- 5.1 Premium rates for Highway employees of the Public Works Department shall be as follows:
  - a) Time and one-half (1 1/2X) shall be paid for all time worked beyond eight (8) hours in any regular workday.
  - b) Time and one-half (1 1/2X) shall be paid for all time worked beyond forty (40) hours in any one week. For section a and b only when an employee is absent due to paid or unpaid sick leave the hours of sick time will not count as hours worked for the purpose of calculating overtime.
  - c) Time and one-half (1 1/2X) shall be paid for all time worked on Saturday.
  - d) Double (2X) time shall be paid for time worked on Holidays and Sundays, in addition to Holiday pay.

- e) Overtime shall be divided equally among all employees within classifications, provided the employee(s) is/are qualified to perform the overtime work needed.
- f) No employee shall be required to take time off for the purpose of offsetting overtime.
- g) The premium rates in Paragraphs 5.1(a), (b), (c) shall be non-cumulative.

5.2 The regular work week for Landfill employees of the Public Works Department shall be as follows:

- a) Eight and one-half (8.5) hours per day, Friday and Saturday, 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for lunch at the regular wage rate.

On days when the Landfill is closed and Landfill employees are working on highway projects, the work day shall be eight (8) hours, 7:00 a.m. through 3:30 p.m., with one-half (1/2) hour for lunch. Except in emergencies, Landfill employees shall be given one week's notice of a schedule change.
- b) The regular work week as outlined in 5.2 (a) shall be flexible; and any changes made shall be mutually agreeable to the employee and employer.
- c) Double (2X) time shall be paid for all time worked on Holidays and Sundays.
- d) Time and one-half (1 1/2X) shall be paid for all time worked beyond scheduled hours in paragraph 5.2 (a). For this section only when an employee is absent due to paid or unpaid sick leave the hours of sick time will not count as hours worked for the purpose of calculating overtime.
- e) Overtime shall not be paid for periods less than 15 minutes.
- f) No employee shall be required to take time off for the purpose of off-setting overtime.
- g) The premium rates in paragraphs 5.2 (c) and (d) shall be non-cumulative.
- h) Vacations shall be paid at the rate of eight and one-half (8.5) straight time hours per day of vacation.

5.3 All Board of Education games at Town recreation facilities, including Shoreline League and/or CIAC games will be covered by a member(s) of the bargaining unit. If the games are scheduled outside of the regular work hours, pay shall be at time and one-half with a three-hour minimum for football games and a two-hour minimum for other games.

Any and all dragging, line painting or any other maintenance of fields at Town recreation facilities is the work of the bargaining unit.

Facilities repair work currently done by bargaining unit employees shall continue to be done by such employees.

Work at the Babe Ruth, ASA Softball, P & R soccer and comparable major tournaments shall be covered by the bargaining unit in accordance with current practice. Work at American Legion playoffs shall be covered by the bargaining unit in accordance with current practice.

The Union and the Town agree that volunteers and/or seasonal and/or part-time employees may be used for sporting events not covered by the above.

**Town Fields:**

**Allowed:** *Only Parties authorized by representatives of the Clinton Parks and recreation are permitted to rake the pitcher's mound and the batter's with a steel rake between scheduled games and at the conclusion of the day's games. Work to the field is limited to the pitcher's mound and batters' boxes and base areas. All dry lining of fields other than that done by Little League with its own equipment shall be done by bargaining unit employees.*

**Prohibited:** *Non Union workers are prohibited from using any other devices including but not limited to shovels, brooms, and buckets to perform work other than what is allowed to in this agreement.*

**Prohibited:** *Non Union workers will not add or remove any materials including but not limited to clay or drying agents to the field.*

**Prohibited:** *Non-Union workers may not dewater of any area of the baseball field to include the pitcher's mound and batters' boxes or base areas.*

**ARTICLE 6  
CALL-IN PAY**

6.0 Any employee called in to work before or after his regular work day on a non-scheduled day shall receive a minimum of three (3) hours pay at the applicable rate with exception of the following:

**Overtime Minimums:**

1. Portable lights two (2) hours one location.
2. Portable lights three (3) hours two locations.
3. Football Games three (3) hours two guys.
4. Bathrooms (2) hours.
5. All other overtime not contiguous with the normal work day shall be three (3) hours.

6.1 For purposes of Workers Compensation only, employees called in to work outside their normal work hours shall be considered to be on the job and working while in their vehicles to and from the job. Any injuries sustained during this time period shall be considered to be work connected injuries.

6.2 During the months from November through February, each employee shall receive a stipend of \$500.00 per year for the purpose of standby pay for weather events. Payment shall be made during the first pay period in March of each year. In order to receive the payment described above, an employee must make themselves available during off hours. The only exceptions shall be time off granted according to this Agreement. If an employee does not report to duty

when called to work as a result of a weather event, then the employee will not receive the standby pay.

## **ARTICLE 7**

### **HOLIDAYS**

7.0 All employees covered under this Agreement shall receive the following paid Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Day before Christmas
	Christmas Day

7.1 If a Holiday falls during any employee's vacation, he shall be given an additional day off, mutually agreeable between employee and employer.

7.2 In order to receive Holiday pay, an employee must have worked the regular work day before and the regular work day after the Holiday.

a) For purposes of implementation, any paid leave or bona fide sick leave shall be considered as time worked.

## **ARTICLE 8**

### **WAGES**

8.0 All wage rates effective during the term of this Agreement shall be reduced to writing by employee and classification and added to this Agreement as Appendix B.

8.1 All employees shall be paid biweekly by check. The direct deposit option shall continue for the duration of this Agreement.

8.2 Effective and retroactive July 1, 2025, the rates of pay in effect on June 30th, 2025 shall be increased by two percent (2%) percent including longevity for each year of this agreement.

8.3 Effective July 1, 2026, the rates of pay in effect on June 30th, 2026 shall be increased by three percent (3%) percent including longevity.

8.4 Effective July 1, 2027, the rates of pay in effect on June 30th, 2027, shall be increased by three percent (3%) percent including longevity.

8.5 Effective July 1, 2025, the rates of pay in effect for those employees who have reached a service award as outlined below shall have their hourly rates adjusted accordingly.

Start of the employee's fifth (5th) year of service additional thirty- five (.35) cents per hour.

Start of the employee's tenth (10th) year of service additional seventy (.70) cents per hour.

Start of the employee's fifteenth (15th) year of service additional one dollar and five (1.05) cents per hour.

Start of the employee's twentieth (20th) year of service additional two dollars and seventy-five (2.75) cents per hour.

Start of the employee's twenty-fifth (25th) year of service additional three dollars and twenty-five (3.25) cents per hour.

## **ARTICLE 9** **INSURANCE AND PENSION**

9.0 The only medical insurance plan offering shall be the State of Connecticut Partnership 2.0 Plan ("SPP"), including any subsequent amendments or modifications made to the SPP by the State and its employee representatives, or one that is comparable in accordance with contract terms. The premium rate, terms and administration of the SPP shall be established by the SPP and any changes to those shall be applicable to all bargaining unit employees.

The SPP contains a Health Enhancement Plan (hereinafter "HEP") component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or non-compliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1,400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee insured. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1,4000 annual deductible shall be implemented through claims administration. The Union shall hold the Town harmless for any errors the SPP administrators may make in administering the HEP.

The employee shall pay the following portion of the cost for an eligible employee and eligible dependents for enrollment in health insurance offered pursuant to this agreement:

- Effective July 1, 2025 July, the Employee shall pay 15.50% of the premium cost
- Effective July 1, 2026 July, the Employee shall pay 15.50% of the premium cost
- Effective July 1, 2027 July, the Employee shall pay 16.00% of the premium cost

The Town shall maintain a Section 125 Plan which will enable employees to make contributions toward medical and dental benefits on a pre-tax basis, to the extent permitted by law.

9.1 Employees shall be covered under the provisions of the Municipal Employees Retirement Fund Plan B. The vesting period under MERF, Plan B shall not apply for purposes of other retirement benefits as provided elsewhere in this Agreement. An employee will be eligible for such retirement benefits upon retirement after ten (10) years of continuous employment with the Town at age 55 or twenty-five years of continuous service no age required.

9.2 Upon retirement as described in 9.1 above or at age 55 with a minimum of 15 years of continuous service with the Town; the Town shall offer eligible employees the opportunity for the continuation of group medical and dental insurance. A retiree, who purchases group medical and dental insurance from another employer or through the retiree's spouse upon retirement, shall not be eligible for such continuation of group medical or dental insurance nor shall the retiree be eligible for reinstatement into such group insurance thereafter.

Eligible retirees will be provided with the opportunity to purchase for himself/herself and eligible spouse at the time of retirement the same medical and dental insurance benefits provided to active employees, as those benefits may change from time to time, until such time the retiree and/or eligible spouse at the time of retirement become eligible for Medicare or reach age 65, whichever is earlier. Such retiree shall be responsible for paying 100% of the cost of such benefits.

9.3 For employees hired prior to July 1, 1999, the Town shall make available an accident and health plan for full time employees, at the option of each individual employee. Benefits under said plan shall commence after the employee's disability and shall thereafter provide benefits per month. The Town's share of the premium for said plan shall be limited to \$5.00 per week per participating employee, with the balance to be paid by the employee electing such coverage.

9.4 Comparable Plan - The Union will consider alternative insurance coverage upon provision by the Town of:

- (1) All features of the proposed plan for comparison to present coverage under the plans identified above.
- (2) A list of subscribing Southern Connecticut employers.
- (3) A list of participating Southern Connecticut providers.

9.5 The Town shall provide, at no cost to the employee, a life insurance policy for each employee in

the amount of \$10,000 during the first year of employment, \$100,000 thereafter; and \$10,000 upon retirement until the age of 70. However, any employees hired after the date of the ratification of this Agreement shall not be eligible for the \$10,000 life insurance policy upon retirement.

9.6 **Change of Insurance Carriers** - The Town shall have the right to change carriers and/or to self-insure in whole or in part in order to provide the insurance coverage's set forth above, provided that coverage's which result from change in carriers and/or self-insurance are comparable as a whole to the coverage's described, in terms of coverage and benefits.

UPSEU shall be notified, in writing, at least ninety (90) days in advance, of any intention to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Town disagree that the changes proposed will provide coverage's comparable as a whole to the coverage's and benefits described above the disagreement shall be subject to expedited arbitration before an arbitrator selected through the American Arbitration Association. The cost for the services of an American Arbitration Association arbitrator shall be borne by the Town.

9.7 The Parties agree that current employees who receive the health insurance waiver payment will continue to receive that payment unless they participate in the Town's health insurance plan in the future. Employees hired after ratification by both parties will not be eligible for the waiver payment.

## **ARTICLE 10** **LEAVE**

10.0 **Sick Leave**. Each employee shall earn a maximum of fifteen (15) sick days per year at the rate of one and one-fourth (1 1/4) days per month accumulative to a maximum of one hundred twenty (120) days. A doctor's certificate may be required for absences longer than five (5) days. Upon retirement, an employee hired prior to July 1, 1999 shall be entitled to fifty percent (50%) of his unused accumulated sick leave to a maximum of sixty (60) days.

10.1 **Leave for Medical Appointments**. An employee may request time off for his/her medical or dental appointments which cannot be scheduled during times outside of regular working hours. At least one (1) weeks' notice of the appointment must be given to the employee's supervisor, except in an emergency.

10.2 **Funeral Leave - Immediate Family**. Four (4) days' special leave with pay shall be granted for a death in the immediate family. Immediate family is defined as any of the following relatives: parents, children, spouses, brothers, sisters, mother-in-law, father-in-law, grandparents, brother-in-law, and sister-in-law.

10.3 **Personal Leave**. Each full-time employee is entitled to three (3) personal days each year. Except in the case of an emergency, an employee shall notify the Director of Public Works of a personal leave day at least seventy-two (72) hours in advance.

Personal days may not be carried over into the following fiscal year.

A full-time employee is one who works the full-time schedule of hours set forth in Article 5, for his/her position.

- 10.4 Leave Without Pay. Leaves of absence without pay for legitimate purposes may be granted to an employee upon written request to the Employer or his designated representative. A notice of such leave will be supplied to the Union President.
- 10.5 Military Leave. Any employee who is on temporary leave for Military Reserve Duty shall receive the difference in pay from the Employer while on such leave.
- 10.6 Jury Duty. Any employee required to serve on jury duty shall be paid the difference between jury duty pay and his regular day's pay for each day that he is required to serve.
- 10.7 Leave for Injury on the Job. An employee who is injured on the job must report such injury to his/her supervisor immediately following the injury.

An employee who has completed at least six (6) months of service and who suffers an illness or injury for which he claims workers' compensation shall have absences charged to injury leave until the first of the following occurs:

- 1) The Town's workers' compensation carrier files a notice to contest the claim;
- 2) He has reached maximum medical improvement and is no longer able to perform his duties;
- 3) Six (6) calendar months have passed. This six-month limit may be extended by up to six (6) additional months if there is medical certification that the employee will be able to return to full capacity within that time.

An employee who is on injury leave shall receive his/her regular base weekly pay from the Town and shall turn over to the Town any workers' compensation payments.

Eligibility for the benefits of this Article shall be limited to those cases in which the employee's injury or illness is compensable under the Workers' Compensation Act.

The employee and the Union expressly agree that the charging of an absence to injury leave shall not in any way be deemed an acceptance of the employee's claim for benefits under the Workers' Compensation Act and the charging of the absence to injury leave is entirely without prejudice to the Town's position concerning such claim.

In the event that the Town successfully contests the claim, the employee shall be responsible to repay the Town for the number of days of injury leave used prior to the ceasing of injury leave based on contest of the claim. Such repayment shall be taken first from the employee's accumulated sick leave and if no sick leave is available, from the employee's accrued vacation time. If the employee has no accrued leave, the Town shall deduct payment for the time from

any future payments to which the employee is entitled, whether as an active employee or a retiree.

Following the filing of a notice to contest a claim, the employee's absences may be charged to accrued sick leave and to any other accrued leave which the employee has, at the employee's option. In the event that it is later determined that the employee is entitled to workers' compensation, said accrued leave shall be restored.

## **ARTICLE 11 VACATIONS**

11.0 Based on the fiscal year\*, July 1st through June 30th, a vacation with normal rate of pay shall be given annually to all permanent full-time employees on the following basis of continuous employment:

One Week (5 working days)	after the first six months
Two Weeks (10 working days)	after the first year
Three Weeks (15 working days)	after five (5) years
Four Weeks (20 working days)	after twelve (12) years
Five Weeks (25 working days)	after twenty (20) years

\*For employees hired on or after July 1, 1999, vacation shall be based on the anniversary year rather than the fiscal year.

11.1 Employees shall not be permitted to omit a vacation in one year for the purpose of having an additional vacation allowance in a succeeding year.

11.2 An employee continuing in the employ of the Town may receive the equivalent of the vacation allowance in wages subject to mutual agreement.

11.3 An employee shall take his vacation at a time during the year mutually agreeable between employee and Employer.

- a) In the event of conflicting vacation dates, seniority shall be the determining factor in awarding the first two (2) weeks of vacation to which the employee is entitled.
- b) Nothing contained herein shall be construed as preventing any employee from taking vacation in increments of one (1) day, agreeable to the work schedule.
- c) Employees may take vacations of two (2) weeks duration at any time during the period subject to subsection 11.3(a) above.
- d) During the winter season (November - February) no more than two employees can take the same week of vacation off. One day vacation requests will be approved at the discretion of the DPW Director.

- 11.4 In the event of the death of any employee, his family shall receive pay for unused vacation.
- 11.5 In the event an employee retires or terminates or is terminated for any reason after six (6) months' employment, his vacation pay shall be given to him/her.

## **ARTICLE 12** **DISCIPLINARY ACTIONS**

- 12.0 No employee who has successfully completed probation shall be discharged or otherwise disciplined without just cause.
- 12.1 Disciplinary actions shall follow this order:
  - a) Verbal warnings - if it's possible to contact the employee.
  - b) Written warning.
  - c) Suspension.
  - d) Discharge.
- 12.2 In cases involving serious offenses, steps a and b may be waived at the option of the Employer. In that event, the Employer may suspend the offender(s) and a hearing convened (with the Employer, the Employee(s) and Union representatives) within five (5) days to determine the appropriate penalty, if any, including discharge.
- 12.3 All disciplinary actions affecting non-probationary employees may be subject to the grievance procedure.

## **ARTICLE 13** **GRIEVANCE PROCEDURE**

- 13.0 For the purpose of this Agreement, the term grievance means any dispute between the Employer and the employees concerning the effect, interpretation, application, claim of, breach or violation of this Agreement.
- 13.1 Any such grievance shall be settled in accordance with the following grievance procedure:
  - a) Step 1 - Within thirty (30) working days of the event giving rise to the alleged grievance, the aggrieved employee and/or his Steward or Representative shall take up the grievance matter with the Director of Public Works or his designee in an effort to get the grievance resolved immediately.
  - b) Step 2 - If the grievance is not settled in the first step, the grievance will be reduced to writing and submitted to the Town Manager, or his designee, within seven (7) working days of the start of Step 1, who will adjust the grievance at once or give an answer to

the Union in writing within seven (7) working days of receipt of the grievance.

c) c. Arbitration. If the Union is not satisfied with the answer given by the Town Manager or the designee, it may elect, within fifteen (15) calendar days after the Step 2 answer, to submit the grievance to the State Board of Mediation and Arbitration to be resolved. Either the Town or the Union shall have the right to transfer a grievance from the State Board of Mediation and Arbitration to the American Arbitration Association ("AAA") to be heard by Michael Ricci. The party initiating said transfer shall pay all costs associated with the transfer. In the event Mr. Ricci is unavailable then an arbitrator shall be selected in accordance with AAA rules. The decision of the arbitrator shall be final and binding upon both parties, providing it is in accordance with the law, but the arbitrator shall in no way amend, enlarge or restrict this Agreement. The costs associated with the arbitration of any grievance before the State Board of Mediation and Arbitration shall be shared equally by the Town and the Union.

d) Working days shall be defined as the days and hours of the Town Hall.

13.2 Nothing herein shall be construed as prohibiting an aggrieved party from handling his own grievance if he so desires, with the exception of the arbitration step above, but no agreement shall be made that is contrary to any of the terms of this Agreement.

#### **ARTICLE 14 SAVINGS CLAUSE**

14.0 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 portion 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 the parties do hereby declare herein, separately and apart from the others.

#### **ARTICLE 15 MANAGEMENT RIGHTS**

15.0 There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to this time unless, and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Town's rights, powers and authority include, but are not limited to, the right to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to establish and change performance standards and quality standards,

determine the performance standards and quality standards, determine the qualifications of employees; regulate quality and quantity of performance and to administer the Town's business efficiently.

15.1 Irrespective of any other provision of the Collective Bargaining Agreement the Town agrees to maintain and fill a minimum of twelve (12) full time positions in the Department of Public Works. The Town future agrees that no bargaining unit employees will be laid off for the duration of this agreement.

## **ARTICLE 16** **MISCELLANEOUS**

16.0 Representatives of the Union shall have access to the premises of the Employer at any mutually agreeable time to discuss issues that may arise.

16.1 This contract shall be subject to amendment by mutual agreement of the "Union and Employer". All agreements shall be in writing signed by both parties, the Town Manager in the case of the Town, and the UPSEU representative in the case of the Union.

16.2 The Town shall have the right to continue use of outside contractors for work which in the past was performed by outside contractors. For other, bargaining unit work, outside contractors may be used after all available Town employees are in use. The Town Manager or the Director of Public Works, in consultation with the Crew Leader or the senior bargaining unit employee on duty, shall have the right to send Town employees home, when there are contract forces at work, if they determine that the continuation of work by Town employees will endanger the health and safety of such employees.

16.3 Each truck shall be inspected on a weekly basis and serviced monthly.

16.4 Employees shall promptly report any arrest for moving violation or change in status of driving record to the Town, irrespective of whether the offense was on duty or off duty. Failure to comply with the provisions of this paragraph will subject the employee to the provisions of Article 12.1.c or 12.1.d.

16.5 The Town shall have the right to continue the use of part-time seasonal employees during the months of April 1 thru October 31<sup>st</sup>.

16.6 Each employee who is required to take/attend testing/training or physical testing in connection with a CDL or any other requirement of their position shall do so on Town time, limited to one time per applicable testing/training.

16.7 The Town agrees to pay for the license/certification and the cost of the continuing education that is required for the position that the Town designates as the fertilizer applicator. The Town also agrees to pay for the cost of employees' CDL physical examination as required to maintain their CDL license.

**16.10 Termination of Employment Due to Inability to Work**

a. The procedures of this Section shall be implemented when an employee has been absent due to a job-related period of twenty-six (26) consecutive weeks from the date of absence.

b. Upon notification from the Town to the employee pursuant to "a" above, the employee must within sixty (60) days after the first being notified by the employer, present certification from his or her physician that the employee has not reached MMI and may be able to perform his or her job within eighteen (18) from the date of the continued absence from work.. Once the Town gives notice under section a above, the Union shall have the right to meet informally with the Town Manager to discuss issues related to the absence. Date of disability shall be the first day of the twenty- six weeks where the employee was unable to report to work due to injury. If the employee's physician states that they have reached MMI and is unable to perform the duties of his or her position or of any other available position offered by the Town or with a reasonable accommodation the Town may consider terminating the employee. In such case, any disability benefits for which the employee may be eligible shall continue unaffected.

c. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town if this occurred, a third medical opinion shall be obtained. When there is a conflict between the opinion of the employee's physician and the physician selected by the town if this occurred, a third medical opinion shall be obtained. The employee's doctor and the town's doctor shall pick the third doctor who is practicing in the field required to make the decision. If the employee's doctor and the town's doctor are unable to pick the third doctor as outlined above, the selection shall be made by AAA arbitrator Michael Ricci. The third medical opinion shall prevail.

d. In the event the employee does not report for required medical evaluations and/or fails to follow any of the timelines set forth in subparagraphs a – c the employee may be terminated. In the event the employee returns to work within the above-referenced time frame-he/she shall suffer no loss in continuous service or seniority rights.

**ARTICLE 17**  
**UNIFORMS AND SAFETY SHOES**

**17.0 All employees shall be required to wear good high quality safety construction boots or shoes on the job. Shoes MUST have a back and steel toe and shall not be "slip-ons."**

**17.1 Each employee shall receive a clothing and shoe allowance, payable in August of each contract/fiscal year, as follows: Effective July 1, 2025 \$625.00 per year for each year of this**

agreement.

17.2 Safety equipment required by OSHA and or the town's workers compensation provider will be provided and maintained by the town. Failure to use required equipment may result in disciplinary action.

## **ARTICLE 18**

### **DURATION**

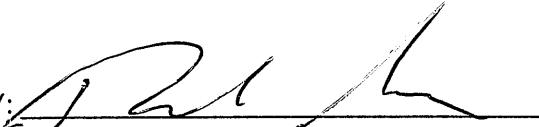
This Agreement shall become effective upon signing by both the Town and the Union, or, if there is no agreement, upon issuance of an arbitration award, and shall remain in effect until June 30 2028, and from year to year thereafter unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above, that it wishes to modify or change this Agreement in any manner, and subject to reopening at any time by mutual agreement.

18.1 Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party.

18.2 This Agreement shall remain in full force and effect during such negotiations. Wage increases and any other items which have a designated retroactivity date shall be retroactive to the date specified.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 23 day of June, 2025.

UNITED PUBLIC SERVICE EMPLOYEES  
UNION

BY:   
Ronald E. Suraci, UPSEU Director

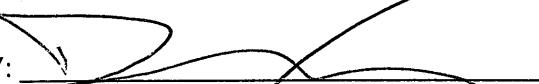
TOWN OF CLINTON

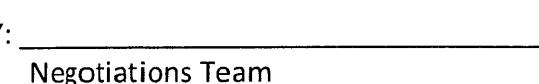
BY:   
Michelle Benivegna, Town Manager

BY:   
Kevin E. Boyle, UPSEU President

BY:   
Brian Smith, UPSEU Local President

BY:   
Negotiations Team

BY:   
Negotiations Team

BY:   
Negotiations Team

## APPENDIX B

### Wage Scale

<b>Crew Leader</b>			
	Year \$	Month \$	Week \$
	Year \$	Month \$	Hour \$

2024-2025	76,544.00	6,378.67	1,472.00	<b>36.80</b>
	\$	\$	\$	\$
2025-2026	78,074.88	6,506.24	1,501.44	<b>37.54</b>
	\$	\$	\$	\$
2026-2027	80,417.13	6,701.43	1,546.48	<b>38.66</b>
	\$	\$	\$	\$
2027-2028	82,829.64	6,902.47	1,592.88	<b>39.82</b>

<b>Equipment Operator</b>			
	Year \$	Month \$	Week \$
	Year \$	Month \$	Hour \$

2024-2025	71,156.80	5,929.73	1,368.40	<b>34.21</b>
	\$	\$	\$	\$
2025-2026	72,579.94	6,048.33	1,395.77	<b>34.89</b>
	\$	\$	\$	\$
2026-2027	74,757.33	6,229.78	1,437.64	<b>35.94</b>
	\$	\$	\$	\$
2027-2028	77,000.05	6,416.67	1,480.77	<b>37.02</b>

<b>Truck Driver</b>			
	Year \$	Month \$	Week \$
	Year \$	Month \$	Hour \$

2024-2025	62,233.60	5,186.13	1,196.80	<b>29.92</b>
	\$	\$	\$	\$
2025-2026	63,478.27	5,289.86	1,220.74	<b>30.52</b>
	\$	\$	\$	\$
2026-2027	65,382.62	5,448.55	1,257.36	<b>31.43</b>
	\$	\$	\$	\$
2027-2028	67,344.10	5,612.01	1,295.08	<b>32.38</b>

<b>Utility Person</b>			
	Year \$	Month \$	Week \$
	Year \$	Month \$	Hour \$

2024-2025	59,425.60	4,952.13	1,142.80	<b>28.57</b>
	\$	\$	\$	\$
2025-2026	60,614.11	5,051.18	1,165.66	<b>29.14</b>
2026-2027	\$	\$	\$	\$

	62,432.54	5,202.71	1,200.63	30.02
	\$	\$	\$	\$
2027-2028	64,305.51	5,358.79	1,236.64	30.92

<b>Tractor Driver</b>				
	Year	Month	Week	Hour
	\$	\$	\$	\$
2024-2025	67,204.80	5,600.40	1,292.40	32.31
	\$	\$	\$	\$
2025-2026	68,548.90	5,712.41	1,318.25	32.96
	\$	\$	\$	\$
2026-2027	70,605.36	5,883.78	1,357.80	33.94
	\$	\$	\$	\$
2027-2028	72,723.52	6,060.29	1,398.53	34.96

NOTE: A twelve (12) month probationary period shall apply to new employees at fifty cents (50) less per hour than the starting wage.

## APPENDIX C

### Job Descriptions

The Town reserves the right to consolidate or otherwise modify the job titles specified in this Appendix. In the event that the Town decides to do so, the Town shall provide the Union with notice and an opportunity to review the proposed structure and the job descriptions for the resulting job titles. The Town recognizes its obligation to bargain over the rates of pay for any new titles and to negotiate the impact of the changes on employees whose jobs are changed.

**TOWN OF CLINTON  
PUBLIC WORKS DEPARTMENT**

**POSITION: Crew Leader**

**GENERAL STATEMENT OF DUTIES:** Responsible for lay-out work, assigning crews and equipment for construction, maintenance and repair of roads, roadsides, bridges, drainage, storm sewers and other property under jurisdiction of the Public Works Department.

**SUPERVISION:** Supervised by: Director of Public Works or designee

Supervises: Personnel as assigned by the Director of Public Works

**EXAMPLES OF DUTIES:**

Duties include, but are not limited to, the following:

Under the direction of the Director of Public Works:

- Responsible for the laying out work and assigning crews to various tasks
- Estimates quantity and supervises the application of surfacing materials by Town forces
- Supervises sanding and snow removal operations
- Supervises various road repair and construction operations being performed by Town forces
- Keeps time records of crew
- Prepares various reports of work in progress and future scheduling of construction and repair activities by Town forces

May operate various construction equipment.

Performs other duties as may be required from time to time.

**QUALIFICATIONS**

Considerable knowledge of materials, methods and techniques used in road, street and storm sewer construction, maintenance and repair. Considerable knowledge of the use and operating characteristics of construction equipment. Ability to plan, schedule, coordinate and supervise Public Work Department operations. Ability to operate various gear shift vehicles and other moving equipment. Ability to establish and maintain effective working relationships with employees and the public. Ability to give concise written and oral instructions. Physical ability to perform the essential functions of the job.

Current State of Connecticut Driver's License and Commercial Driver's License (Class A).

**EDUCATION & EXPERIENCE**

High school graduation or the equivalent.

At least four (4) years of job related practical experience.

**TOWN OF CLINTON  
PUBLIC WORKS DEPARTMENT**

**POSITION: Equipment Operator**

**GENERAL STATEMENT OF DUTIES:** Operates all equipment and vehicles owned by the Town of Clinton. Performs skilled tasks in maintenance, construction and repair of roadways, roadsides, bridges, parks, recreation areas and public grounds.

**SUPERVISION:** Supervised by: Director of Public Works or designee

**EXAMPLE OF DUTIES:**

Duties include, but are not limited to, the following:

- Performs tasks required for maintenance, construction and repair of roadways, roadsides, bridges, parks, recreational areas and public grounds
- Performs routine maintenance or repairs
- Operates all vehicles and equipment, including heavy equipment
- Does various masonry and carpentry tasks
- Builds catch basins or pipe and appurtenances
- May be required to do basic (non-certified) welding

Performs other duties as may be required from time to time.

**QUALIFICATIONS:**

Ability to follow written and oral instructions. Knowledge of physical properties of standard construction materials. Knowledge of mechanical principles. Ability to make repairs on small tools and mechanical equipment. Ability to operate various gear shift vehicles and other moving equipment. Ability to work well with others. Physical ability to perform the essential functions of the job.

Current State of Connecticut Driver's License and Commercial Driver's License (Class B).

**EDUCATION & EXPERIENCE**

High school education or equivalent.

At least one (1) year of job related practical experience

**TOWN OF CLINTON  
PUBLIC WORKS DEPARTMENT**

**POSITION:      Truck Driver**

**GENERAL STATEMENT OF DUTIES:** Performs skilled tasks of maintenance, construction, repair of roadways, roadsides, bridges, parks, recreation areas, and public grounds.

**SUPERVISION:** Supervised by: Director of Public Works or designee

**EXAMPLES OF DUTIES:**

Duties include, but are not limited to, the following:

- Performs various tasks required for maintenance, construction and repair of roadways, roadsides, bridges, parks, recreational areas and public grounds
- Performs maintenance and minor repairs to equipment
- Operates mechanical equipment including, but not limited to, trucks, spreaders, snow plows, chain saws, skid steers, loaders, backhoes, brush cutter, et cetera
- Assists other workers in erecting highway signs, cleaning storm sewers, repairing roads, performing various masonry and carpentry tasks, building catch basins and manholes, laying storm drains or pipe and sidewalks.

Performs other duties as may be required from time to time.

**QUALIFICATIONS:**

Ability to follow written and oral instructions. Knowledge of physical properties of standard construction materials. Knowledge of mechanical principles. Ability to make repairs on small tools and mechanical equipment. Ability to operate various gear shift vehicles and other moving equipment. Ability to work well with others. Physical ability to perform the essential functions of the job.

Current State of Connecticut Driver's License, and Commercial Driver's License (Class B).

**EDUCATION & EXPERIENCE:**

High school graduation or equivalent.

At least one (1) year of job related practical experience.

**TOWN OF CLINTON  
PUBLIC WORKS DEPARTMENT**

**POSITION: Utility Person**

**GENERAL STATEMENT OF DUTIES:** Performs skilled tasks of maintenance, construction, repair of roadways, roadsides, bridges, parks, recreation areas and public grounds.

**SUPERVISION:** Supervised by: Director of Public Works or designee

**EXAMPLES OF DUTIES:**

Duties include, but are not limited to, the following:

- Perform maintenance and minor repairs
- Performs maintenance tasks as required, which may include erecting highway signs, cleaning storm sewers, repairing roads, various masonry and carpentry tasks, building catch basins and manholes, laying storm drains or pipes.

Performs other duties as may be required from time to time.

**QUALIFICATIONS:**

Ability to follow written and oral instructions. Knowledge of physical properties of standard construction materials. Knowledge of mechanical principles. Ability to make repairs on small tools and mechanical equipment. Ability to operate various gear shift vehicles and other moving equipment. Must be able to work well with others. Physical ability to perform the essential functions of the job.

Current State of Connecticut Driver's License.

**EDUCATION & EXPERIENCE**

At least one (1) year of job related practical experience.

High school graduation or equivalent.

**TOWN OF CLINTON  
PUBLIC WORKS DEPARTMENT**

**POSITION: Landfill Operator**

**GENERAL STATEMENT OF DUTIES:** Operates all equipment owned by the Town of Clinton at the Landfill and/or Transfer Station. Responsible for coordinating Transfer Station/Landfill personnel in various tasks and operation of Landfill/Transfer Station.

**SUPERVISION:** Supervised by: Director of Public Works or designee

**Supervises: Personnel as assigned to Transfer Station/Landfill by Director of Public Works.**

**EXAMPLES OF DUTIES:**

Duties include, but are not limited to, the following:

- Performs various tasks required for maintenance of the Transfer Station/Landfill
- Assists in maintenance and repairs
- Coordinates work of Transfer Station/Landfill personnel
- Operates various heavy and light equipment at the Transfer Station/Landfill
- Responsible for Transfer Station/Landfill operation procedures
- Schedules all pick-ups or deliveries of materials related to Transfer Station/Landfill
- May be required to plow and sand Town roads and property.

Performs other duties as may be required from time to time.

**QUALIFICATIONS:**

Knowledge of the use and operating characteristics of the Landfill and Transfer Station and related equipment. Ability to plan, schedule, and coordinate work and convey related instructions to others. Ability to follow written and oral instructions. Knowledge of physical properties of standard construction materials. Knowledge of mechanical principles. Ability to make repairs on small tools and mechanical equipment. Ability to operate various gear shift vehicles and other moving equipment. Ability to establish and maintain effective working relationships with employees and the public. Physical ability to perform the essential functions of the job.

Current State of Connecticut Driver's License and Commercial Driver's License (Class B).

Valid State of Connecticut Department of Environmental Protection Certificate to Operate a Solid Waste Landfill and Transfer Station in accordance with Connecticut General Statutes.

**EDUCATION & EXPERIENCE**

At least two (2) years of job related practical experience.

High school graduation or equivalent.

**Town of Clinton  
Public Works Department**

**POSITION: Tractor Driver**

**GENERAL STATEMENT OF DUTIES:** Operates and maintains all tractors and trailers owned by the Town of Clinton. Will assist in maintenance and repair of equipment owned by the Town. Assists in the operation of the landfill and/or transfer station.

**SUPERVISION:** Supervised by: Director of Public Works or designee.

**EXAMPLES OF DUTIES:**

Duties include, but are not limited to, the following:

- Drives tractor and trailers for delivery or pick-up of materials
- Assisting in performing various maintenance and repairs
- Operates other Transfer Station/Landfill equipment
- Directs and assists the public at the Transfer Station/Landfill
- Assists in the maintenance of the Landfill and/or Transfer Station
- May be required to plow and sand Town roads and property.

Performs other duties as may be required from time to time.

**QUALIFICATIONS:**

Knowledge of the use and operation of tractor and trailers. Knowledge of the use and operating characteristics of the landfill and transfer station. Ability to follow written and oral instructions. Knowledge of mechanical principles. Ability to make repairs on small tools and mechanical equipment. Ability to operate various gear shift vehicles and other moving equipment. Must be able to work well with others and the public. Physical ability to perform the essential functions of the job.

Current State of Connecticut Driver's License and Commercial Driver's License (Class A).

Valid State of Connecticut Department of Environmental Protection Certificate to Operate a Solid Waste Landfill and Transfer Station in accordance with the Connecticut General Statutes.

**EDUCATION & EXPERIENCE:**

At least two (2) years of job related practical experience.

## **APPENDIX D**

Part Time Maintainer

April 1st - November 30th

May work evenings: Mon-Friday and Saturdays for no more than twenty 20 hours per week.

Will assist with the following:

Picking up trash and emptying trash receptacles at all Town facilities.

Assist in field preparation for athletic events.

Assist in maintenance of grass/lawn areas in/on all Town facilities.

Assist in removing trash from roadside on all Town Roads.

May be assigned to other duties as deemed necessary to assist as assigned by the Director of Public Works.

All union employees shall first right of refusal to all work / Overtime / Emergency call outs.

In the event that no union employee accepts an overtime assignment the Town may assign the Part Time maintainer to such overtime.

## **APPENDIX E**

### **Clinton Department of Public Works Overtime Agreement**

The Town shall establish a rotational overtime list consisting of all members of the Bargaining Unit. This list shall be used to fill all overtime according this agreement.

All planned for overtime during the week shall be made during the same day for hours of overtime for the evenings.

All planned overtime for Saturday and Sunday shall be made on Friday.

Once an employee accepts or refuses any overtime they shall move to the bottom of the overtime list unless they are out on approved leave (sick, vacation, personal).

(The only exception is continuous overtime lasting less than three hours in duration.)

**Planned Overtime Non-Emergency:** (Overtime occurring on a planned basis for the next day or within the same week)

1. The first Person on the top of the list will be called providing they have skills and ability to perform overtime duties.
2. If no direct answer, a message will be left to call in to accept or deny the assignment.
3. Once a call has been made employees will have thirty minutes (30) to call back and accept the assignment offered.
4. If the employee refuses or fails to return the call within thirty (30) minutes they will be moved to the bottom of the overtime list.

**Continuous Overtime:** (Overtime that is needed to be filled that is continuous with an employee's workday.)

1. Overtime will be first offered to the employees who were on the jobsite during the normal work day in which the overtime is required to complete a specific task. If the overtime is not filled by the employees assigned to the specific job site or more help is needed to complete the specific task the overtime will then be filled by using the rotational overtime list.
2. Overtime that is going to be assigned at the conclusion of the normal work day but is continuous to the normal work day shall be offered by using the rotational overtime list.

**Transfer Station Overtime:** (Overtime that is going to be assigned to the transfer station.)

1. Bargaining Unit members assigned to the transfer station shall have first right of refusal for all overtime out of the transfer station.

2. If no transfer station employee accepts the assignment then the overtime shall follow the normal overtime procedure.

Overtime worked as describe above shall be treated in the same manner for the purpose of the rotational overtime list.

**Emergency Call Overtime:** (Unplanned overtime as a result of an Emergency)

1. When an emergency call out is needed the next person on the rotational overtime list shall be called. If the employee answers the call and accepts the overtime assignment they will be given the assignment and moved accordingly on the rotational overtime list. If there is no answer on the call a message will be left and the next employee on the rotational overtime list shall be called until the assignment is filled.
2. The first employee to accept the overtime regardless if it is on a call back or direct call will be given the overtime.

**Leave Time:** (Time off due to paid leave according to collective bargaining agreement)

When any employee requests leave time (with the exception of sick time) they shall note on the **Time Off Request** form if they will be available to work any overtime.

If an employee is out on **sick leave or unpaid** leave they shall not be eligible to work **any** overtime until 24 hours has passed from the time of the sick leave book out. Employees who are out on sick or unpaid leave and advise the Town that they will return to work during the overtime hours shall be call as part of the normal procedure. If the employee does not return to work during the overtime hours they shall be charged and moved to the bottom of the list.

- A) Employees who are out on any leave personal, vacation etc. will not be call for overtime as outlined above unless noted on the **Time Off Request** form.
- B) Only assignments that last more than two (2) hours in duration shall be counted resulting in the employee/s moving down the rotational overtime list.

**Contact Numbers:**

Each employee shall provide the Town with no more than two contact number to be used for the purpose of contacting the employees for overtime. It is the responsibility of the employee to update the Town of any changes.