

AGREEMENT BETWEEN

THE TOWN OF WESTON AND
WESTON HIGHWAY EMPLOYEES UNION LOCAL 1303-041 OF CONNECTICUT COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

July 1, 2025 – June 30, 2029

Article	TABLE OF CONTENTS	Page
	PREAMBLE	2
I	RECOGNITION.....	2
II	UNION SECURITY.....	2
III	SENIORITY.....	3
IV	PROMOTIONS.....	4
V	HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY	4
VI	WAGES AND BENEFITS.....	6
VII	HOLIDAYS.....	8
VIII	VACATIONS.....	9
IX	LEAVE PROVISIONS.....	9
X	SAFETY AND HEALTH.....	11
XI	INSURANCE AND PENSION.....	11
XII	DISCIPLINARY ACTIONS.....	15
XIII	NO STRIKE OR LOCKOUT.....	16
XIV	PRIOR PRACTICE.....	16
XV	GRIEVANCE PROCEDURE.....	16
XVI	MANAGEMENT RIGHTS.....	17
XVII	DURATION.....	18
	APPENDIX A: WAGES.....	19
	APPENDIX B: MEDICAL COVERAGE	
	APPENDIX C: VISION COVERAGE	
	APPENDIX D: DENTAL COVERAGE	

This Agreement entered into by and between the Town of Weston, hereinafter referred to as the Town and Local 1303-041 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

PREAMBLE

The welfare of the Town of Weston and its employees is dependent upon the service the Town renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the Town Management and the organization of its employees. An obligation rests upon the Management, upon the Union, and upon each employee to render honest, efficient and economical service. The spirit of cooperation between the Management and the Union, all parties will so conduct themselves to promote this spirit.

ARTICLE I

RECOGNITION

Section 1.0

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours and other conditions of employment for all employees in the Highway Department excluding elected officials, employees who have the right to hire, fire, and seasonal employees.

ARTICLE II

UNION SECURITY

Section 2.0

Each employee shall, as a condition of employment, become a member of the Union or pay a service fee in an amount determined by the Union in accord with applicable law within thirty (30) days of the effective date of this Agreement or the employee's date of hire whichever is later.

Section 2.1

Upon receipt of a signed authorization card, the Town agrees to deduct from the wages of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary or other authorized official of the Union, which are Union dues or Voluntary fees. Such deductions shall be in accordance with applicable State and Federal laws within thirty (30) days of the effective date of this Agreement or the employee's date of hire – whichever is later. Deductions will be made from the payroll period periodically as specified and total dues shall be delivered to AFSCME, Council 4. Deductions shall be made the first week of each month, except where the employee is not on the payroll for that week. The monthly remittances to the Union will be accompanied with a list of names of employees from whose wages such deductions have been made and the amount deducted from each employee. The Town shall not be liable for any member's dues if he is not on the payroll.

It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Town within sixty (60) calendar days after the date such deductions were or should have been made.

The Union shall indemnify the Town and any department or division of the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any actions taken by the Town or any department or division of the Town for the purpose of complying with the provisions of this Article.

Section 2.2

The Town will provide each employee with a copy of this Agreement within thirty (30) calendar days after its signing. New employees will be given a copy of this Agreement at the time of hire.

ARTICLE III

SENIORITY

Section 3.0

The Town shall prepare a list of permanent employees showing their seniority in length of service with the Town and deliver same to the Union and a copy to each employee on April 1 of each year and at the signing of a new contract.

Section 3.1

New employees (non-seasonal) shall serve a probationary period of one-hundred eighty (180) calendar days. All employees, after successful completion of their probationary period, shall become permanent employees and shall acquire a length of service record as of the date of their employment.

Section 3.2

An employee with the least seniority shall be laid off first, providing the road supervisor cannot use him in another classification. Laid off permanent employees with the most seniority shall be rehired first and no new employee shall be hired until all laid off employees have been given an opportunity to return to work and providing the employee recalled is qualified to fill the vacancy. In the event of a layoff, an employee shall retain his seniority status for one (1) year from the date of his layoff.

Section 3.3

Employees recalled from layoff shall have two (2) weeks to indicate acceptance or rejection, and must return within three (3) weeks to avoid loss of seniority, unless otherwise mutually agreed upon.

Section 3.4

Officers and stewards of the Union shall have top seniority in the event of a layoff.

ARTICLE IV
PROMOTIONS

Section 4.0

Except for the position of Mechanic, the town shall post all vacancies and new positions within the bargaining unit for ten (10) days, prior to any action taken by the Town to fill such vacancies and/or new positions. Qualified employees of the bargaining unit shall be given the first opportunity to fill the vacancy by seniority. Immediately after the senior employee successfully bids for the vacancy or new position, the ten (10) day posting shall be waived. If there are no qualified employees within the bargaining unit or if employees within the bargaining unit decline the position, the Town may advertise and fill the position from outside the bargaining unit. A break-in probationary period for a promotional vacancy shall be thirty (30) working days.

When a vacancy in the position of Mechanic occurs, the Town shall accept applications for the position from persons with a minimum of two (2) years' experience in the field of vehicle repair (heavy equipment/trucks/automotive) within the past five (5) years. A probation period of sixty (60) days shall be given to an applicant selected to the position of mechanic. Applicants will be reviewed by the Public Works Director during the probation period. Applicants who do not successfully pass the probation period may be reassigned if they held previous positions with the Department of Public Works.

When a vacancy in the position of Foreman occurs, qualified employees of the bargaining unit shall be given the first opportunity to fill the vacancy. Seniority shall factor in only in the event that candidates have equal qualifications. If there are no qualified employees within the bargaining unit or if employees within the bargaining unit decline the position, the Town may advertise and fill the position from outside the bargaining unit. A break-in probationary period for a promotional vacancy shall be thirty (30) working days.

ARTICLE V
HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY

Section 5.0

The regular hours of employment for employees in the bargaining unit shall be, forty (40) hours per week divided equally over five (5) consecutive days of eight hours each, as follows:

A. Assistant Transfer Station Operator:

Tuesday through Saturday from 7:00 A.M. to 3:00 P.M. with a one-half (1/2) hour lunch period included.
Off on Monday.

B. Transfer Station Operator (Certified):

Tuesday through Saturday from 7:00 A.M. to 3:00 P.M. with a one-half (1/2) hour lunch period included.

C. All other Employees: Monday through Friday from 7:00 A.M. to 3:00 P.M. with a one-half (1/2) hour lunch period included. However, the Road Crew employee with the least amount of seniority shall work on the Road Crew from Tuesday through Friday from 7:00 A.M. to 3:00 P.M. with a one-half (1/2) hour lunch period included, and Saturday at the Transfer Station from 7:00 A.M. to 3:00 P.M. with a one-half (1/2) hour lunch period included.

Section 5.1

Time and one-half shall be paid for:

- A. All work performed in excess of eight (8) hours in any one (1) day
- B. All work performed in excess of forty (40) hours in any one (1) week.
- C. All work performed on Saturday as such with a guaranteed minimum of three (3) hours except for the Transfer Station Operator who is regularly scheduled to work on Saturday and the Road Crew employee with the least amount of seniority that is regularly scheduled to work on Saturday at the Transfer Station. The Transfer Station Operator and Road Crew employee with the least amount of seniority that is regularly scheduled to work on Saturday shall be paid time and one-half for all work performed on Monday as such with a guaranteed minimum of three (3) hours.

Section 5.2

Double time shall be paid for:

- A. All work performed on Sunday as such with a guaranteed minimum of three (3) hours.
- B. All work performed on holidays listed in Article VII, Section 7.0 with a guaranteed minimum of three (3) hours plus regular holiday pay.

Section 5.3

When an employee is called in to work outside of his regularly scheduled working hours, he shall, in addition to his regular eight (8) hour work schedule, be paid a guaranteed minimum of three (3) hours at time and one-half his regular hourly rate if the call-in is from Monday through Saturday and double his regular hourly rate if the call-in is on a Sunday or a holiday. Employees shall be paid from the time they are notified, provided they report to work no later than one (1) hour after such notification.

Section 5.4

An assignment of overtime work, other than emergencies or to complete jobs which once started must be completed for economic or safety reasons shall be made at least four (4) hours in advance by the employee's supervisor.

Section 5.5

All overtime work shall be distributed as equally as practicable, within classifications among bargaining unit employees.

Section 5.6

There shall be no pyramiding of overtime. Employees shall be required to work overtime when requested unless excused by the Supervisor. Pro-offered overtime shall be charged to the overtime list.

Section 5.7

In lieu of overtime pay, an employee may elect compensatory time up to a maximum of five (5) days annually. Each day of elected compensatory time shall be credited at the rate of one and one half (1.5) days, for a maximum of seven and one half (7.5) days annual compensatory time credit. Compensatory time may be used with the approval of the Public Works Director on a seniority basis, provided the workload permits.

If unused as of July 1 of the fiscal year, the compensatory time will be paid out in cash. There is no carryover of compensatory time.

Section 5.8

Employees may be granted break periods of up to fifteen (15) minutes in each half shift. Said break periods shall be scheduled to meet the needs of the Town and shall ordinarily be scheduled in the middle portion of each half shift.

Section 5.9

The Road Supervisor shall be responsible for the assignment of work to employees in their sections at all times, and consistent with the efficient operation of the department, such assignments, with respect to types and number of hours, shall be impartially rotated among the employees in each classification.

Section 5.10

No outside contractors shall be hired to do the work normally performed by bargaining unit employees unless an emergency requires that necessity and only after all bargaining unit employees are being utilized.

ARTICLE VI

WAGES AND BENEFITS

Section 6.0

- A. Effective July 1, 2025 all wage rates in effect on June 30, 2025 shall be increased by three percent (3.0%)
- B. Effective July 1, 2026 all wage rates in effect on June 30, 2026 shall be increased by three percent (3.0%)
- C. Effective July 1, 2027 all wage rates in effect on June 30, 2027 shall be increased by three percent (3.0%)
- D. Wages effective July 1, 2028 will be subject to negotiation between the parties.

Section 6.1

Wage scales and classification as negotiated are part of this Agreement. The wage schedule will be implemented so that an employee will receive the starting rate from the date of employment and will receive the maximum rate as of the first (1st) anniversary date of his employment.

Those employees who were not at the maximum rate for their classification, on the effective date of this Agreement, shall receive the maximum rate as of their anniversary date of employment.

The wage rates, increments and classifications are shown in Appendix A.

A. Special Equipment Operator (S.G.; J.G.): The incumbent Special Equipment Operator (S.G.), shall be qualified to operate all equipment owned by the Town of Weston and used by the Public Works Department. The Special Equipment Operator (J.G.) shall be required to train and become qualified to operate all equipment owned by the Town of Weston and used by the Public Works Department.

B. After two (2) years' experience at the junior grade (J.G.) level, employees shall be promoted to the senior grade (S.G.) level, if they are determined capable by the Supervisor of performing the work required.

C. Working Foreman Position: There will be two (2) working foreman positions. In the absence of the Director of Public Works, the foreman with the most tenure shall be responsible for the operation of the Public Works Department to include the transfer station operation. In the absence of the Public Works Director, the foreman shall report to the Town Administrator.

D. Employees who are required to perform Mason work will be compensated with a stipend of \$1.25/hr. for all hours so engaged. Payment of such stipend will be made in the next regular pay check.

Section 6.2

Employees shall earn longevity payments on their anniversary date in recognition of their length of service as follows:

- A. Employees with one (1) or more consecutive years of service shall receive \$1,000.00 per year.
- B. Employees with five (5) or more consecutive years of service shall receive \$1,200.00 per year.
- C. Employees with ten (10) or more consecutive years of service shall receive \$1,400.00 per year.
- D. Employees with fifteen (15) or more consecutive years of service shall receive \$1,725.00 per year.
- E. Employees with twenty (20) or more consecutive years of service shall receive \$2,025 per year.
- F. Employee hired on or after the date of 9/1/2022 shall not be eligible for longevity payments.

Section 6.3

The mechanics shall be responsible for the ongoing maintenance of all town vehicles with the exception of the Board of Education. Scheduling of repairs shall be done through the Public Works Director.

Section 6.4

Persons assigned to the position of Certified Transfer Station Operator shall be compensated at the hourly rate equivalent to the hourly rate of the Certified Transfer Station Operator. Persons working in this position shall work 7:00 am to 3:30 pm with a paid thirty minute lunch break.

Section 6.5 - Pay Schedules

The Town shall have the right to pay employees on a bi-weekly basis (every 2 weeks) provided that if the Town elects to pay employees bi-weekly, it shall do so by direct deposit to the financial institution selected by the employee.

ARTICLE VII

HOLIDAYS

Section 7.0

The following holidays shall be observed as days off with full pay:

- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Last Regularly Scheduled work day before Labor Day
- Labor Day
- Martin Luther King's Birthday
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- The last regularly-scheduled Work day before Christmas Day
- Christmas Day
- The last regularly-scheduled work day before New Year's
- New Year's Day
- And any day declared a holiday or day of mourning by the President, Governor, First Selectman, Board of Selectman, Federal Law or State Law except that in the event of an emergency those employees required to work on a day declared a day of mourning will receive straight time for the regular eight (8) hours of employment and time and one-half for all hours over eight (8) and will be entitled to take a day off at the employee's option.
- Juneteenth

Section 7.1

- A. Holidays falling on a Saturday shall be celebrated on the preceding day.
- B. Holidays falling on a Sunday shall be celebrated on the following Monday.

ARTICLE VIII

VACATIONS

Section 8.0

The employee's anniversary date of hire will be used to determine the amount of vacation time due. All employees shall earn vacations with pay at their current rate of pay as follows:

- A. One (1) year of service but less than five (5) years of service, two (2) weeks annually.
- B. Five (5) years of service but less than ten (10) years of service, three (3) weeks annually.
- C. Ten (10) years of continuous service-four (4) weeks' vacation.
- D. Effective July 01, 2011

End of eleven (11) years of service -Four (4) weeks' vacation plus one (1) day. End of twelve (12) years of service - Four (4) weeks' vacation plus two (2) days. End of thirteen (13) years of service -Four (4) weeks' vacation plus three (3) days. End of fourteen (14) years of service -Four (4) weeks' vacation plus four (4) days. End of fifteen (15) years of service -Five (5) weeks' vacation.

Section 8.1

Employees shall be granted their vacations throughout the year subject to the demands of service as determined by the Public Works Director. Employee preference for vacation schedules shall be granted by seniority.

Section 8.2

Employees with one (1) or more years of service who voluntarily quit after giving two (2) weeks notice to the Town, or who are laid off or are separated from the Town service shall receive their pro-rated accumulated vacation pay.

Section 8.3

Vacation time shall be allotted to employees on July 1st of each year, in consideration of employment service earned the prior July 1st through June 30th period. Vacation time shall be allotted to probationary employees on July 1st of their initial year of service on a pro-rated basis. Probationary employees may not use vacation time allotted on July 1st until he/she successfully completes the probationary period.

ARTICLE IX

LEAVE PROVISIONS

Section 9.0

Each employee shall have credited to their account, sick leave with full-pay of fifteen (15) working days during each calendar year, with no limit to the amount of unused sick leave that can be accumulated.

Section 9.1

An employee who is on paid sick leave for three (3) consecutive working days may be required by the Town to furnish a medical certificate verifying the illness. Should the Public Works Director reasonably suspect that abuse of the sick leave policy exists, the Town may request physician verification of absences, up to and including a physical examination. The Town will reimburse the employee for the deductible cost of the exam borne by the employee.

Section 9.2

Upon separation of his services with the Town for any reason other than quit or discharge, an employee shall receive on the basis of his current wages, full compensation for up to the first eighty two (82) days or fifty (50%) percent of his unused accumulated sick leave, whichever is greater. Employees hired after October 16, 2015 must have completed ten (10) years of service with the Town to receive this benefit; and shall receive full compensation of up to fifty

(50) days or thirty-five percent (35%), whichever is greater.

In the event of an employee's death, such compensation shall be paid to the employee's spouse and/or minor children. If the employee has neither a spouse nor children, such compensation shall be given to the estate of the deceased employee. Employees hired after July 01, 2011 must have completed ten (10) years of service with the Town to receive this benefit.

Section 9.3

Three (3) days special leave with full pay shall be granted for death in the immediate family. Should the death occur on a day not scheduled as a regular work day, only the actual work days necessary to complete the three (3) day period shall be allowed. Immediate family for purposes of this section is defined as spouse, father, mother, children, sister, brother, mother-in-law or father-in-law. Extended leave may be granted for special cases by the Road Supervisor.

Section 9.4

Leaves of absence without pay may be granted for periods of up to thirty (30) days, renewable for up to ninety (90) days, with the approval of the Town Administrator. The Town shall comply with the provisions of the federal Family and Medical Leave Act of 1993 for eligible employees.

Section 9.5

Three (3) Union Officers shall be allowed to attend official Union Conferences without loss of pay for the period required to attend the function, not to exceed three (3) days.

Section 9.6

Special leave shall be granted to employees performing jury duty with the Town paying the difference between the jury duty pay and the employee's regular pay.

Section 9.7

Sick leave shall be allotted to employees on July 1st of each year, in consideration of employment service anticipated to be earned in the year ahead. Probationary employees shall be allotted sick leave on their initial date of hire in consideration of employment service anticipated to be earned in the year ahead.

ARTICLE X

SAFETY AND HEALTH

Section 10.0

Should an employee complain that his work requires him to be in unsafe or unhealthy situations in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the Town. If the matter is not adjusted satisfactorily, the complaint may be processed through the grievance procedure. Employees shall be responsible to follow reasonable safety rules and regulations as developed by the Town. Such rules and regulations shall be uniformly applied.

Section 10.1

The Town shall, at its expense, replace, repair or sharpen such hand tools which are the personal property of the Tradesmen and Mechanics, whenever such replacement, repairing or sharpening are required solely by work performed for the Town by such Tradesmen and Mechanics.

Section 10.2

Each employee shall receive on July 1st of each year a clothing allowance of four hundred fifty dollars (\$450.00).

Section 10.3

Employees required to work overtime beyond 6:00 P.M., 12:00 Midnight or 8:00 A.M. shall be allowed time off for meals without loss of pay.

Section 10.4

Town shall provide each employee with foul weather gear, i.e. rain gear, rain hats, raincoats, rubber pants, boots, gloves, etc., and for their care as necessary. The Town shall also provide to each employee annually two (2) pairs of safety shoes as needed with the employee having the option of the type and style. The Highway Superintendent will determine the extent of need in each case.

ARTICLE XI

INSURANCE AND PENSION

Section 11.0 Pension

A. All Weston DPW employees shall be enrolled in the Connecticut Municipal Employees Retirement System Part B (CMERS), as deemed eligible by the rules and regulations of CMERS Part B.

Both the Town and the Bargaining unit agree to be bound by all relevant CMERS Part B rules and regulations.

Section 11.1 Insurance

A. Except as otherwise provided below, the Town will assume the full cost of the following insurance plans for all bargaining unit employees and their eligible dependents, in accordance with the terms of the policy or plan documents:

B. Life Insurance - All employees shall be entitled to a life insurance policy equal to two times (2X) his annual base salary rounded to the nearest thousand and also a life insurance policy of \$100,000.

C. Medical Coverage - All employees and their eligible dependents shall be entitled to coverage by the Town's selected medical insurance benefits plan. Benefit levels are as described in Appendix B.

D. Vision Coverage - All employees and their eligible dependents shall be entitled to coverage by the Town's selected vision insurance benefits plan. Benefit levels are as described in Appendix C.

E. Dental Coverage - All employees and their eligible dependents shall be entitled to coverage by the Town's selected dental insurance benefits plan. Benefit levels are as described in Appendix D.

F. Prescription Coverage - All employees and their eligible dependents shall be entitled to coverage by the Town's selected prescription insurance benefits plan. Prescription co-payments shall be \$15/25/40. Mail order prescriptions shall be twice (2X) the listed amount for a 90 day supply. The Prescription Plan shall be the Anthem Essential Formulary Plan. Effective July 1, 2025, prior authorization requirements for prescriptions shall apply. Medications being taken by a member prior to that time shall be grandfathered.

G. The Town may change insurance carriers or self-insurance for any of the insurance plans listed above provided the replacement coverage and benefits are substantially equal to the current coverage and benefits. The Town shall provide sixty (60) days' notice to the Union and shall consult with the Union prior to implementing any change.

H. For individuals participating in the Medical coverage of the Town of Weston, the diagnosis and evaluation of infertility and treatment of the underlying causes of infertility will be covered expenses in accordance with the terms of the Plan document. Coverage for any artificial means of inducing pregnancy (including but not limited to artificial insemination, assisted reproductive technologies and embryo transfer procedures) is limited to a total lifetime maximum of \$ 12,000 per employee.

I.

A. HSA Account (Effective July 1, 2025)

1. The Town shall provide an HSA benefit or other self-insured mechanism for the full deductible amount of the Health Insurance plan. (Current deductibles are: \$2,500 single | \$5,000 1+ 1 & Family coverage.) Adjustments to the deductible for the high deductible plan may be made from time to time consistent with federal limits associated with HSA plans or based on cost savings which may be available by adjusting insurance/self-insurance limits.
2. The Town shall continue to pay the costs for any account or maintenance expense coincident with the HRA account.

3. The Town will contribute the following percentage amounts of the deductible in each fiscal year. Such contributions will be made annually on July 1:

2025-26	75%
2026-27	75%
2027-28	75%
2028-29	Subject to negotiation between the parties

J. Employee Contributions - Employee contributions to premiums and premium equivalent costs shall be as follows:

Effective	Employee	Town
7/1/2025	20.0%	80.0%
7/1/2026	20.0%	80.0%
7/1/2027	20.0%	80.0%
7/1/2028	Subject to negotiation between the parties	

K. Insurance Opt Out - Employees electing out of Town coverage shall be paid an amount equal to 35% of the Town cost for such benefits. Payment is made over the course of the year in each pay check. Employees retain the right to opt back into Town coverage annually during the open enrollment period.

L. Unpaid Leave - Except as otherwise required by law, an employee shall be responsible for paying the full cost of his/her medical insurance benefits, including eligible dependents, while on unpaid leave.

Section 11.2

Post-Retirement Medical Insurance:

[1] Excluding employees hired on or after July 1, 2019, Medical insurance shall be made available to CMERS-eligible retirees who meet the following conditions:

- A. The attainment of age 55 with at least 15 completed years of consecutive service; or
- B. The attainment of at least 30 completed years of consecutive service, regardless of age.

This shall not be negotiated or changed for current employees and neither the Town nor Union may propose to change it, with side letters to this effect for each member.

[2] Excluding employees hired on or after July 1, 2019, the Town shall make available the following medical coverage to eligible retirees:

A. Medical plan coverage, the same as that made available to active employees, as such coverage is from time to time negotiated and changed.

This shall not be negotiated or changed for current employees and neither the Town nor Union may propose to change it, with side letters to this effect for each member.

[3] Excluding employees hired on or after July 1, 2019, the Town shall contribute the following annual amounts, based on years of service and age (if applicable) at the time of retirement, for participating retirees who are not eligible for Medicare coverage:

\$3,500 after 15 completed years of consecutive service and age 55:

\$5,500 after 20 completed years of consecutive service and age 55

\$6,000 after 25 completed years of consecutive service and age 55;

65% of monthly COBRA rate after 30 years of consecutive service (regardless of age).

This shall not be negotiated or changed for current employees and neither the Town nor Union may propose to change it, with side letters to this effect for each member.

[4] Excluding employees hired on or after July 1, 2019, the Town shall pay the cost of providing a Medicare Supplemental health insurance policy for eligible retirees only, up to a maximum contribution by the Town of \$235.00 per month. When an eligible retiree (as provided in [1] above) becomes eligible for Medicare the retiree shall no longer be eligible to participate in the Town's medical plan coverage but his/her spouse may continue to participate in the Town's medical plan until he/she becomes eligible for Medicare, provided that the spouse shall be responsible for paying 100% of the monthly COBRA rate to continue such participation.

It shall be the responsibility of the eligible retiree to apply for Medicare coverage and to obtain the Medicare supplemental health insurance policy. The Town may request proof of coverage from the retiree on an annual basis. If the premium cost of the Supplemental policy for the retiree is less than \$235.00 per month, the Town's obligation is limited to the actual cost of the premium.

This shall not be negotiated or changed for current employees and neither the Town nor Union may propose to change it, with side letters to this effect for each member.

[5] Any eligible participant who becomes employed by another employer that provides health insurance coverage shall have the employer's health insurance plan designated as the participant's primary health insurance plan while such coverage is in effect. In the event that a participant's covered spouse is also covered under his or her employer's medical benefit plan, such other plan shall be secondary under the existing provisions of the coverage made available by the Town of Weston. All participants will be requested, at least once a year, to provide a statement to the town confirming whether they or their covered dependents have any other medical coverage.

This shall not be negotiated or changed for current employees and neither the Town nor Union may propose to change it, with side letters to this effect for each member.

Section 11.3

Post Retirement Life Insurance

[1] Retirees shall be eligible to port their group life insurance coverage into personal life insurance coverage with the following conditions:

- A. The attainment of at least twenty (20) completed years of consecutive service, regardless of age; and
- B. Any and all eligibility conditions established by the Town's designated group life insurance carrier.

[2] Retirees eligible to port their group life insurance coverage into personal life insurance coverage shall be responsible for paying one hundred percent (100%) of the premium costs charged by the carrier.

ARTICLE XII

DISCIPLINARY ACTIONS

Section 12.0

Except as otherwise provided below for probationary employees, all disciplinary actions shall be applied in the following order:

- A. (1) oral warning, (2) written warning, (3) suspension, (4) discharge.

It is agreed that the employer has the right to vary the above procedure when an offense is of such a nature as to warrant suspension or discharge.

- B. Written warnings, suspensions and discharges must be in writing with reasons given and a copy given to the employee and the Union at the time the action is taken.

- C. No employee shall be dismissed except for just cause, and after consulting with the Union.

- D. Verbal disciplinary warnings will be removed from the employee's file after a period of eighteen (18) months and marked 'inactive' and will no longer be considered as part of the employee's work records.

Written disciplinary warnings will be removed from the employee's file after a period of thirty-six (36) months and marked 'inactive' and will no longer be considered as part of the employee's work records. Should either verbal or written warnings result in grievance activity, the final disposition of the grievance shall determine the initial date regarding 'removal' from the files.

During their probationary period of employment, as provided in Article III, Section 3.1 of this Agreement, employees may be disciplined up to and including dismissal from employment with the Town at-will. Such discipline or discharge shall not be subject to the grievance procedure and so may not be challenged by the Union.

ARTICLE XIII

NO STRIKE OR LOCKOUT

Section 13.0

During the life of this Agreement there shall be no strike, or stoppage of work by employees, nor shall there be any lockout by the Town in any part of the Town's operation.

ARTICLE XIV

PRIOR PRACTICE

Section 14.0

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

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.0

The purpose of this procedure is to provide an orderly method of adjusting grievances. Any employee in the bargaining unit having a problem concerning the interpretation or application of position, promotion, dismissal, suspension, demotion, transfer, layoff, sickness, vacation or other leave, or other conditions of employment shall seek adjustment in the Step order listed below.

Time extension beyond those stipulated below may be arrived at by mutual agreement of the parties concerned.

Step 1

Within fifteen (15) business days of the underlying problem or incident having occurred or knowledge of the underlying problem or incident having occurred, the employee's immediate steward shall present to his Director of Public Works all the facts available pertaining to the problem or incident. The Director of Public Works shall adjust the grievance preferably the same day, or notify the employee and/or his representative of his decision within fifteen business days from the time the grievance was presented.

Step 2

If the employee and his representative still feel further review is necessary, the Union will request a meeting with the Town Administrator. The Town Administrator shall, within twenty (20) business days, call a meeting of all the parties concerned and the Union grievance committee to discuss the grievance fully. The Town Administrator may render his/her decision, in writing, either at the end of the meeting or within fifteen (15) business days after the meeting, to the representative of the Union.

Step 3

In the event the employee and/or his representative feel that further review is justified, the Union may within twenty (20) business days, submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the arbitrator(s) shall be final and binding on both parties.

ARTICLE XVI

MANAGEMENT RIGHTS

I. It is understood and agreed that the Town of Weston possesses the sole right and authority to operate and direct the employees of the Town and its various departments in all aspects, including employees of the Highway Department. Such authority shall include but not be limited to all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- a. The right to determine its mission, policies and to set forth all standards of service offered to the public.
- b. To plan, direct, control and determine the operations or services to be conducted by employees of the Town.
- c. To determine the methods, means, number of personnel needed to carry out the department's mission.
- d. To direct the working forces.
- e. To hire and assign or to transfer employees within the department or to other applicable functions.
- f. To promote, suspend, discipline or discharge for just cause.
- g. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons.
- h. To make, publish and enforce rules and regulations.
- i. To introduce new or improved methods, equipment or facilities.
- J. To take any and all actions as may be necessary to carry out the mission of the Town and the Highway Department, in situations of civil emergency as may be declared by the First Selectman, Town Administrator, Police Chief or Fire Chief, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this agreement.

ARTICLE XVII

DURATION

Section 16.0

This Agreement shall be effective and retroactive to July 1, 2025 and shall remain in full force and effect through the 30th day of June 2029. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred fifty (150) days prior to the anniversary date that it desires to modify this agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 30th

Day of June, 2025.

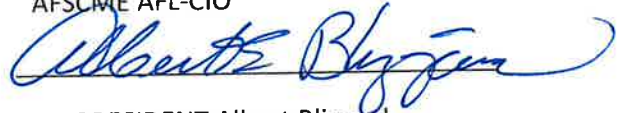
FOR THE TOWN OF WESTON



First Selectwoman Samantha Nestor

FOR LOCAL 1303-041 OF COUNCIL-4

AFSCME AFL-CIO



PRESIDENT Albert Blizzard



VICE PRESIDENT Frank Katz

SECRETARY TREASURER Todd Schutz

STAFF REP COUNCIL4 Robert Montuori

ARTICLE XVII
DURATION

Section 16.0

This Agreement shall be effective and retroactive to July 1, 2025 and shall remain in full force and effect through the 30th day of June 2029. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred fifty (150) days prior to the anniversary date that it desires to modify this agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed this _____

Day of _____, 2025.

FOR THE TOWN OF WESTON



First Selectwoman Samantha Nestor

FOR LOCAL 1303-041 OF COUNCIL-4

AFSCME AFL-CIO

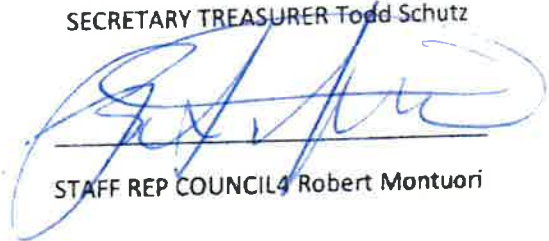


PRESIDENT Albert Blizzard



VICE PRESIDENT Frank Katz

SECRETARY TREASURER Todd Schutz



STAFF REP COUNCIL4 Robert Montuori

APPENDIX A

CLASSIFICATION GRID, WESTON DPW, AFSCME LOCAL 1303-041				
Effective Date	7/1/24	7/1/25	7/1/26	7/1/27
Percentage Increase		3.00%	3.00%	3.00%
JOB CLASSIFICATION				
Maintainer	36.64	37.74	38.87	40.04
Assistant Transfer Station Operator	38.80	39.96	41.16	42.39
Equipment Operator I	38.89	40.06	41.26	42.50
Equipment Operator II	40.10	41.30	42.54	43.82
Transfer Station Operator (Certif.)	40.19	41.40	42.64	43.92
Special Equipment Operator I	41.66	42.91	44.20	45.53
Special Equipment Operator II	42.18	43.45	44.75	46.09
Mechanic I	43.56	44.87	46.22	47.61
Mechanic II	44.82	46.16	47.54	48.97
Highway Supervisor	46.11	47.49	48.91	50.38

AFTER 1 ST ANNIVERSARY DATE OF EMPLOYMENT SCALE				
Effective Date	7/1/24	7/1/25	7/1/26	7/1/27
Percentage Increase		3.00%	3.00%	3.00%
JOB CLASSIFICATION				
Maintainer	37.91	39.05	40.22	41.43
Assistant Transfer Station Operator	39.27	40.45	41.66	42.91
Equipment Operator I	39.80	40.99	42.22	43.49
Equipment Operator II	40.59	41.81	43.06	44.35
Transfer Station Operator (Certif.)	42.04	43.30	44.60	45.94
Special Equipment Operator I	42.14	43.40	44.70	46.04
Special Equipment Operator II	42.63	43.91	45.23	46.59
Mechanic I	44.07	45.39	46.75	48.15
Mechanic II	46.07	47.45	48.87	50.34
Highway Supervisor	46.63	48.03	49.47	50.95