

AGREEMENT

between

THE TOWN OF BURLINGTON

and

**LOCAL 1303-447 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

(TOWN HALL/LIBRARY EMPLOYEES)

JULY 1, 2019 - JUNE 30, 2023

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This Agreement entered into by and between the Town of Burlington, hereinafter referred to as the “Town”, and Local 1303-447 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, working privileges or any other matters that come within the legal meaning of the term, working conditions or conditions of employment, as provided for by the General Statutes of the State of Connecticut.

ARTICLE 1 RECOGNITION

- 1.1 The Town hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all Town Hall and Library Employees of the Town working fifteen (15) or more hours per week as certified by the Connecticut State Labor Relations Board, Case No. ME-28,229, Decision No. 4435, dated January 14, 2010 excluding the Library Director, Director of Public Works, Director of Finance and those positions excluded under MERA.

ARTICLE II NON-DISCRIMINATION

- 2.1 The Town shall not discriminate against bargaining unit members (hereinafter “employees”) on the basis of sex, race, creed, color, religion, age, national origin, disability, sexual orientation, or union activity.

ARTICLE III UNION RIGHTS

- 3.1 Anonymous or Oral Complaints

The employer shall not discipline any bargaining unit member solely on the basis of anonymous complaints.

In the event of an oral complaint, the Town will advise the Union and the employee of the specifics of the Complaint and the identity of the Complainant in conjunction with any discipline.

**ARTICLE IV
UNION SECURITY**

- 4.1 The Town agrees to deduct from the wages of each employee of the bargaining unit who authorizes such deductions, bi-weekly union dues or a service fee. The Secretary of the Union will supply the Town with signed statements from each member of the bargaining unit authorizing the deduction of dues or a service fee. The total amount deducted each pay period in accordance with the provisions of this Agreement will be remitted by the Town together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which deductions are made.

**ARTICLE V
PROBATIONARY PERIOD**

- 5.1 New employees shall serve a probationary period of one hundred eighty (180) calendar days and shall have no seniority rights during this period. The probationary period may be extended by the same number of employee absences.
- 5.2 Termination of a probationary employee may not be appealed under the grievance and arbitration procedures of this Agreement.
- 5.3 An employee who has completed the probationary period shall acquire a seniority date of his or her date of hire.

**ARTICLE VI
SENIORITY**

- 6.1 Seniority

"Seniority" means an employee's length of continuous service with the Town, and shall include all time worked with the Town, when such time worked is contiguous with service as a member of the bargaining unit.

- 6.2 Loss of Seniority

An employee's seniority shall be discontinued only because of a voluntary resignation, dismissal, or retirement. Mutually agreed upon leaves of absence shall not discontinue the accumulation of seniority.

- 6.3 Seniority List

Upon request the Employer shall provide the union with a seniority list once every fiscal year.

**ARTICLE VII
POSTING AND FILLING OF VACANCIES**

- 7.1 When a vacancy occurs within the unit the Town shall post the job for one (1) week and notify the President of such posting. An employee may apply in writing for such position. The Town shall consider the applicant's qualifications for the position. Among qualified applicants, the senior employee shall be given first preference for the position. If the senior employee is not transferred or promoted to the vacant position, consideration shall be given to the next senior qualified applicant. The Town retains the right to fill positions from outside the unit if no qualified employee applies. The Town's determination regarding qualifications shall not be subject to the grievance and arbitration procedure, unless the qualifications are arbitrary or unreasonable, or not consistent with the job description or the job posting.

**ARTICLE VIII
LAYOFF AND RECALL**

- 8.1 Layoffs shall take place as follows:
- A. Probationary employees;
 - B. By seniority, within classification group (Appendix A), least senior first, provided however an employee laid off may bump a less senior employee in an equal or lower classification, by hourly pay rate, if qualified.
 - C. The Town shall give notice to the Local President and to all employees to be affected by the proposed layoff and the reasons therefore at least fourteen (14) calendar days before the effective date thereof. The Union has the right to offer non-binding alternatives to the layoff.
 - D. The laid off employee with the most seniority shall be rehired first, provided he or she is qualified for the position.

**ARTICLE IX
DISCIPLINARY PROCEDURE**

- 9.1 No employee shall be discharged or otherwise disciplined without just cause. In all cases of discipline, the employee and the Local President shall be given immediate written notice of the action and the reasons, therefore.
- 9.2 Discipline shall be progressive, and shall normally follow in this order:
- A. Oral warning;
 - B. Written warning

C. Suspension

D. Discharge

- 9.3 Exceptions may be made based on the seriousness of the alleged conduct.
- 9.4 In the case of oral and written warnings, if there is no reoccurrence of the same or similar incident within two (2) years of the issuance of the oral warning or within three (3) years of the issuance of the written warning, the warning shall not be referred to in future disciplinary proceedings.

**ARTICLE X
STATUS OF EMPLOYEES**

- 10.1 Full-time employees are employees who work thirty (30) or more hours per week, provided however that the employees in the Library who presently work twenty-five (25) or more hours per week shall be deemed full-time employees under this Agreement for purposes of health insurance and other benefits. Employees hired on or after July 1, 2010, must work thirty (30) or more hours per week to be considered full-time for benefit purposes. Employees hired prior to July 1, 2010, who currently work twenty-two and one-half (22 1/2) or more hours per week will be considered full time employees for benefit purposes.
- 10.2 Part-time employees are employees who work fifteen (15) or more hours per week but less than thirty (30), with the exception of those Library employees described in the above section.
- 10.3 Temporary employees may be hired for a period not to exceed three (3) months. Temporary employees shall accrue seniority rights beginning with the original date of hire if hired on a permanent basis during or at the conclusion of temporary employment.

**ARTICLE XI
HOURS OF WORK AND OVERTIME**

- 11.1 All work performed in excess of thirty-seven and one half (37 ½) hours per week shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate. The option to take compensatory time shall be preserved for those employees who were permitted to take it on or before July 1, 2010, in accord with the practice as it existed. Any overtime shall require the prior approval of the First Selectman or his designee.

- 11.2 All work performed on Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly rate, except that this shall not apply when Saturday is a regularly scheduled workday.
- 11.3 All work performed on Sunday shall be paid at the rate of two (2) times the regular hourly rate.
- 11.4 There shall be one (1) coffee break per day, not to exceed fifteen (15) minutes.
- 11.5 All overtime shall be distributed in a fair and equitable manner by office.
- 11.6 The hours of work for members of the bargaining unit shall normally be as follows:

Town Hall

Custodian:	Part Time	25 hours per week
Land Use Clerk	Full Time	30 hours per week
Town Clerk	Full Time	37.5 hours per week
Fire Department Administrative Assistant	Part Time	26 hours per week
Parks and Recreation Director	Full Time	37.5 hours per week
Accountant	Part Time	24 hours per week
Parks and Recreation Administrative Assistant	Full Time	37.5 hours per week
Assistant Town Clerk (Monday, Wednesday (Website) & Thursday)	Part Time	22.5 hours per week
Assistant Town Clerk (Tuesday, Wednesday & Friday)	Part Time	21 hours per week
Selectman Administrative Assistant	Full Time	37.5 hours per week
Assessor	Full Time	37.5 hours per week
Zoning/Wetlands Enforcement Officer	Full Time	37.5 hours per week
Building Official	Full Time.	37.5 hours per week
Tax Collector	Full Time	37.5 hours per week

For purposes of this provision, Town Hall Public Hours shall be as follows:

Monday to Thursday:	8:00 A.M. to 4:00 P.M.
Friday:	8:00 A.M. to 12:30 P.M.

Library

Assistant Library Director	Full Time	37.5 hours per week
Circulation Supervisor	Full Time	37.5 hours per week
Children’s Services	Full Time	37.5 hours per week
Teen Librarian	Part Time	19.0 hours per week

Library Hours of Operation:

Monday to Thursday: 10:00 A.M. to 8:00 P.M.
Friday and Saturday: 10:00 A.M. to 5:00 P.M.

Closed Saturdays during July and August

Nothing in this provision shall be deemed to limit the Town’s ability to change Town Hall and Library Hours. The above is intended rather to provide for the norms of employment but may be modified based on legitimate business reasons.

Upon 30 days notice to the Union, the Town may reduce hours based on lack of work or for other legitimate business reasons. However, employees hired on or before July 1, 2010, shall continue to receive health insurance benefits and full-time sick leave benefits if they were receiving health insurance benefits and full-time sick leave benefits at the time the Town reduces work hours.

- 11.7 Any employee called into work outside of his/her regular working hours or workday for unscheduled work shall be paid a minimum of two (2) hours at the appropriate rate.

ARTICLE XII
HOLIDAYS

12.1 Holiday Schedule

The following thirteen (13) days shall be recognized and observed as paid holidays for full time employees:

New Year’s Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents’ Day	Veterans’ Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day
Christmas Eve Day	

12.2 Holidays on Weekends

When any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. When any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

12.3 Part-Time Employee Holidays

Part-time employees will be compensated for holidays that fall on a regularly scheduled workday, in an amount equal to what the employee would normally have earned on that day.

**ARTICLE XIII
VACATION LEAVE**

13.1 On their anniversary date of employment with the Town, employees shall be granted time off with regular rate of pay for vacations according to the following schedule:

Days Worked Per Week	5 days	4 days	3 days
After one year of service	10 days	8 days	6 days
After five years of service	15 days	12 days	9 days
After ten years of service	17 days	14 days	11 days
After fifteen years of service	20 days	16 days	12 days

13.2 Vacation leave shall be credited on July 1 of each year. If there is any conflict in the scheduling of vacations, seniority within the unit will prevail.

13.3 In the event of illness of a minimum of two (2) days during an employee's vacation period, the employee may charge the sick days to his accrued sick leave provided such illness and its length is verified by doctor's certificate.

13.4 Employees terminated shall be paid for any unused vacation leave that has accrued to their last day of service. Employees who retire shall be entitled to use any accrued vacation leave to the effective date of their retirement.

13.5 Accrued vacation leave shall be payable upon the death of that employee to his/her dependents or survivors.

13.6 Vacation leave may be taken in one (1) hour increments.

13.7 Requests for vacation time shall be bid by seniority from April 15 to May 1. The Town shall allow a minimum of three (3) employees off during anyone (1) week of the premium vacation period of June 1 through September 30. Any requests beyond three (3) employees per week may be denied by the Town in its sole

discretion and shall not be subject to the standard of “not unreasonably withheld.” Vacation requests made after May 1 will be considered on a first-come, first-granted basis in light of operational requirements and the maximum number of employees allowed to be granted vacation.

- 13.8 Two weeks of earned vacation may be carried over to the following year. Employees shall be paid out only one week of carry over vacation time upon separation from employment.

ARTICLE XIV WORKERS' COMPENSATION

- 14.1 Employees who are absent from work due to illness or accident for which they are entitled to compensation under the Workers' Compensation Act shall not be charged sick time. An employee who is entitled to compensation under the Workers' Compensation Act shall receive compensation from the Town in an amount which, when added to the workers' compensation premium received, shall provide him/her with compensation equal to his/her regular pay. This workers' compensation premium shall not extend beyond a period of one (1) year from the date of the compensable injury.

ARTICLE XV INSURANCE AND PENSION

15.1

- A. Effective July 1, 2019 all full-time employees may choose medical coverage through a Town sponsored Health Savings Account (“HSA”) Plan details are set forth in Appendix B attached hereto. The annual deductible shall be \$2,500 individual account / \$5,000 two person and family accounts. The deductible contribution to the HSA shall be as follows:
- a. July 1, 2019 Town 85% / Employee 15%
 - b. July 1, 2020 Town 85% / Employee 15%
 - c. July 1, 2021 Town 85% / Employee 15%
 - d. July 1, 2022 Town 85% / Employee 15%
- B. The Town will make the required 85% contribution to the HSA deductible, 50% of which will be made in the first pay period each July and 50% of which will be made in the first pay period each January, respectively. If an employee's medical needs result in an exhaustion of the amount funded prior to January 1st of any given year, the Town agrees to fully fund the balance of

the deductible upon request. All requisite contributions shall be made into each employee's account regardless of the balance in said account. The Town shall provide Dental Care for employees only in accordance with Appendix B attached hereto.

- C. Employees shall contribute to the premium cost of the HSA and Town's Dental Plan. as follows: July 1, 2019 – 8.5%; July 1, 2020 – 8.5%; July 1, 2021 –9.0% and July 1, 2022 – 9.5%. Any medical or dental premium contributions, and any deductible contributions, shall be made on a pre-tax basis. The Town shall pay any group administrative costs charged by the carrier in connection with integrated HSA account management. Any fees associated with an HSA bank deposit account will be the responsibility of each employee.
 - D. The Town shall contribute the additional deductible contribution upon notification that an employee is changing status from an individual account to a two person or family account. An employee shall reimburse the Town for any excess deductible contribution made during any fiscal year when the employee's status changes from two person or family account to an individual account.
 - E. Life Insurance Policies and A.D.& D Policy shall be provided as of July 1, 2010.
- 15.2 An employee may elect to extend dental coverage to his/her dependents or spouse at his/her own expense at the Town group rate.
 - 15.3 The Town will furnish all employees a copy of the insurance and pension programs and shall give employees and the Union annual updates on pension status.
 - 15.4 Retired employees between the ages of 62 and 65 who were hired prior to October 26, 2010, shall be entitled to purchase coverage available to then-current employees at the Town's group rate, but only if elected at the time of retirement. The Town shall pay that percentage of the cost of individual employee's coverage as it is paying for then-current employees, to age 65. The Town shall also pay the Dental Plan for the retiree only at the same percentage, and only until the retiree becomes eligible for Medicare. A retired full-time employee may elect to purchase such coverage, including the Dental Plan, at the Town's group rate, for the retiree's spouse, to age 65, at the retiree's sole cost and expense. Retirees hired after October 26, 2010, may purchase any or all of the above coverage, including those for his or her spouse, at the retiree's sole cost and expense.
 - 15.5 Retired employees may purchase, at their sole expense, Medicare Supplemental insurance for themselves and their spouses.

15.6 A full time employee who is covered under alternate health insurance through an employer other than the Town (e.g., spouse's employer other than the Town) may waive their basic health insurance benefits provided by the Town. Any employee choosing this option will be required to sign a waiver of Town insurance and submit proof of alternate health insurance coverage to the First Selectman or his/her designee, which waiver and submission may only occur between May 1 and June 30 of each year. Employees who waive the Town's health insurance shall be compensated as follows:

Single Coverage	\$1,000
Plus One Coverage	\$1,500
Family Coverage	\$2,000

15.7 Any employee who, after waiver, becomes ineligible to receive the alternate health insurance coverage will be re-enrolled under the Town's health insurance provisions provided that the Town is notified, in writing, by the employee. This benefit will be implemented to the extent permitted by the Town's group insurance carrier.

15.8 The Town reserves the right to change insurance carriers as long as the coverage provided, and administration of the plan remain substantially equivalent on an overall basis to the current coverage and administration of the plan. The Town will notify the Union of any proposed change in carriers, and upon request, shall meet with the Union before implementing the change.

15.9 The existing pension plan shall remain in effect, provided however that participating employees shall contribute 6.5% of compensation as their share of the total contribution.

15.10 Employees hired on or after July 1, 2016 shall be entitled to participate in town's defined contribution 401(k) plan as set forth in Appendix C. The Town shall match 50% of an employee's contribution up to 6% of the employee's annual compensation. Effective July 1, 2020 and every year thereafter, the Town shall match 100% of an employee's contribution up to 6%.

ARTICLE XVI
SICK LEAVE

16.1 Accrual

All full-time employees shall earn and accrue sick leave to a maximum of one hundred forty (140) workdays on the basis of twelve (12) days per year credited to the employee on July 1 of each year. Part time employees shall earn and accrue sick leave to a maximum of seventy (70) workdays on the basis of seven (7) days per year credited to the employee on July 1 of each year. Sick leave may be taken in 30 minute increments.

16.2 Use

Sick leave shall not be considered a privilege that an employee may use at his/her discretion, but rather shall only be used for the following purposes:

- A. Personal illness, physical incapacity or non-compensable bodily injury or disease.
- B. To meet medical and dental appointments when an employee has made reasonable efforts to secure an appointment outside his/her normal working hours, provided that the First Selectman is notified at least one (1) day in advance of the day in which the absence occurred.

Sick leave shall be charged in increments of a minimum of one hour. A maximum of five (5) days may be used in the event of an illness or physical incapacitation involving a member of the employee's immediate family, which is defined here as spouse, parent, child, sister, brother, guardian, or grandchild living in the employee's household.

16.3 Notification

On the first day of absence from work due to illness, the employee shall report his/her illness to the First Selectman not later than the beginning of his/her scheduled work assignment. Library employees shall follow the same procedure, except that they may notify the Library Director. If the Library Director is not available, the employee shall notify the First Selectman.

16.4 Documentation

- a. The First Selectman may require proof of illness or injury for absences of four or more days, or instances in which there is evidence of a pattern of abuse of sick leave, or excessive use of sick time.

- b. Disciplinary action may be taken for an abuse of sick leave, in accordance with disciplinary provisions of this Agreement.

16.5 Sick Leave Pool

The purpose of the sick leave pool is to provide paid leave to employees who have exhausted their vacation leave and sick leave due to a catastrophic illness or accident to the employee or to a member of the employee's immediate family.

16.6 Sick Leave Pool Policy

PURPOSE: To provide to employees who have exhausted their vacation leave and sick leave due to a serious illness or accident to the employee or to a member of the employee's immediate family. Immediate family includes a member of the employee's household, or relative for whom the employee has a major care responsibility, which requires the employee to be absent from his/her normal duties.

EMPLOYEES AFFECTED: All permanent employees are eligible to request use of the pool provided that they have contributed to the pool in the previous calendar year.

UTILIZATION:

- 1) Employees requesting to utilize the pool shall:
 - a) have exhausted their vacation and sick leave;
 - b) be unable to work due to a serious illness or accident to the employee or their immediate family for a minimum of five (5) working days (need not be consecutive) related to a specific illness or accident;
 - c) submit their request in writing to the Sick Leave Pool Policy Committee. This request is to be accompanied by written documentation from their physician indicating the medical condition and expected duration of the medical leave;
 - d) not be eligible to use the pool while being paid from another source that is equal to or greater than 70% of their regular salary (i.e. disability, Workers' Compensation, insurance);
 - e) be granted up to 30 days from the pool for each occurrence based on availability of days in the pool. Extensions are allowed if approved by the Committee.

- 2) The Sick Leave Pool Committee shall:
 - a) verify the employees need to utilize the pool;
 - b) keep records on the amount of leave available in the pool;
 - c) provide written notification to the Local President and the First Selectman when the pool is utilized; and days in it, and of the need to replenish;

- 3) Employees who donate to the pool may transfer any portion of their accumulated vacation or sick leave by submitting a memo to the Sick Leave Committee authorizing this.
- 4) The Sick Leave Pool Committee shall consist of the First Selectman, the Finance Director and an employee to be chosen by the bargaining unit.
- 5) The decision by the Committee on the use of Sick Leave is final and binding.

ARTICLE XVII OTHER LEAVE PROVISIONS

- 17.1 Full-time employees shall be entitled to three (3) paid personal leave days per year. Part-time employees shall be entitled to two (2) paid personal leave days per year. Employees shall give twenty-four (24) hours advance written notice of any request to take a personal leave day, which permission shall not be unreasonably denied. If an employee is unable to give such notice due to the sudden, emergency-nature of the need for leave, he shall give as much notice as possible and shall identify the nature of the emergency. Such personal leave days must be used within the contract year, i.e., by June 30; there shall be no carryover of such leave days, and any such days unused within this time period shall be forfeited. Probationary employees may not use personal days. Personal time may be taken in 15 minute increments but no less than one (1) hour.
- 17.2 Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Town with a notice to serve as evidence of attendance. The Town may request exclusion of any employee who receives notice of jury duty.
- 17.3 Military leave shall be granted to an employee when he/she is required to serve on active reserve or on National Guard Duty, for a period not to exceed two (2) calendar weeks in a calendar year. Time on military leave shall be included in computing seniority earned in the Town's service. Copies of orders for active duty shall be supplied to the First Selectman.
- 17.4 An employee requesting leave of absence without pay may be granted the same at the discretion of the First Selectman upon reasonable cause being given. During such leave of absence, insurance benefits will remain in effect.
- 17.5(a) In the event of the death of an employee's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, step-child, step-parent, step-sister, step-brother or grandparent an employee shall have time off not to exceed three (3) days per death without loss of regular pay. Such days off shall not be charged to sick leave. An employee may have an additional day based on the discretion of the First Selectman.

- 17.5(b) In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle or cousins, an employee shall have the time off not to exceed two (2) days per death without loss of pay to attend the funeral.
- 17.6 Two (2) members of the Union Negotiating Committee shall be granted leave from duty with regular rate of pay for all meetings between the Town and the Union for the purposes of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.
- 17.7 One (1) member of the Union Grievance Committee plus the Grievant shall be granted leave from duty with regular rate pay for all meetings between the Town and the Union regarding processing prohibited practices and grievances, including arbitration, when such meetings take place at a time during which such members are scheduled to be on duty.
- 17.8 Officers of the Union, as may be designated by the Union, shall be granted leave from duty with regular rate pay for Union business, such as attending labor conventions and educational conferences, or other Union business, provided that the total leave for the bargaining unit for the purpose set forth in this section, shall not exceed an aggregate of eight (8) working days in any fiscal year.
- 17.9 Employees may use accumulated leave for paternity/maternity leave. Written requests for such leave shall include the proposed duration of the leave. Such leave shall not be taken on an intermittent basis. Such requests shall not be unreasonably denied. Leave under this section shall run concurrently with FMLA leave provided qualifying conditions are met.

ARTICLE XVIII GRIEVANCE PROCEDURE

18.1 Definition

A grievance is defined as any dispute or disagreement that may arise as to the application, meaning, or interpretation of this Agreement.

18.2 Grievance Procedure

Any grievance shall be settled in the following manner:

Step 1: The Union representative, with or without the employee, shall take up the grievance with the First Selectman or designee within ten (10) working days of the employee's knowledge of its occurrence. The First Selectman

or designee shall meet with the grievant and/or Union representative for an oral discussion of the grievance and shall provide a written answer to the grievant within ten (10) calendar days of such meeting. This procedure shall apply even if the First Selectman is the subject of the grievance.

Step 2: If the written response of the First Selectman is not satisfactory to the Union, the grievance shall be submitted in writing to the Board of Selectmen within ten (10) working days of the First Selectman's written response. If either party requests it, another oral discussion shall then be held. In any case, the Board of Selectmen shall respond in writing to the employee and the Union no later than the second Board meeting after receipt of the Step II grievance.

Step 3 Arbitration If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Board of Selectmen is due, file for arbitration with the Connecticut State Board of Mediation and Arbitration, under the rules and procedures of the Board.

Arbitrator's Decision The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no power or authority to alter, amend, add to, delete from or modify any provision of this Agreement.

- 18.3 A grievant may be the employee and/or the Union.
- 18.4 The parties by mutual agreement may extend time limits or waive any of the steps set out above.
- 18.5 In the event that the Town fails to answer a grievance within the time specified, the grievance shall proceed to the next step in the procedure. The grievant assents to the last attempted resolution by failing to timely appeal, or by accepting it in writing.

ARTICLE XIX PERSONNEL FILES

19.1 Current Personnel File

The First Selectman or his/her designee shall maintain a current personnel file on each employee.

19.2 Contents

The employee upon request has the right to inspect and copy contents of his/her personnel file up to two times per year.

19.3 Inclusion of Relevant Material

An employee may include in his/her personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits and other material, which reflects positively on the employee.

19.4 Maintenance of Personnel Files

Personnel files shall be kept in an office locked at the close of business.

**ARTICLE XX
STRIKES AND LOCKOUTS**

20.1 Lockouts

No lockout of employees shall be instituted by the Town during the term of this Agreement.

20.2 Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

**ARTICLE XXI
HEALTH AND SAFETY**

21.1 It shall be the policy of the Town to provide for the health and safety of its employees by providing safe working conditions, safe work areas, and safe work methods. In the application of this policy the prevention of accidents, the creation and maintenance of clean, sanitary and healthful restrooms and eating facilities shall be the continuing commitment of the Town. Employees shall cooperate in all safety and accident prevention programs.

21.2 Employee Assistance Program

The Town shall make available to all employees a confidential Employee Assistance Program, at no cost to the employee.

**ARTICLE XXII
GENERAL PROVISIONS**

22.1 During the term of this Agreement, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union President within five (5) days of hire, and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

- 22.2 The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.
- 22.3 If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect the balance of this Agreement.
- 22.4 There shall be no alteration, variation, or amendment of the terms of this Agreement, unless agreed to in writing by both parties.
- 22.5 If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of this Agreement, the Agreement provision shall prevail.
- 22.6 When an employee is required to use his/her own motor vehicle to perform Town business, or to attend conferences at the direction of the Town, he/she shall be reimbursed on the basis of the IRS rate in effect. Any such reimbursement request shall be submitted no later than thirty (30) days from the end of the month incurred.
- 22.7 The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department.
- 22.8 The Town shall provide bulletin board space for the Union, in all facilities in which bargaining unit members' work, for the posting of notices concerning the Union's business and activities.
- 22.9 Employees shall be informed, by Town posting on a quarterly basis, of their accumulated sick leave, personal days and vacation leave.
- 22.10 Any employee who is required by the Town to attend any training or conferences shall be reimbursed for the reasonable expenses associated with such training or conference, provided the expenses are approved in advance and in writing by the First Selectman.
- 22.11 The Town may set initial terms and conditions of employment for new classifications and determine job content for new classifications. When the Town creates a new classification or extensively changes an existing classification, the Town shall give written notice to the Union President and shall bargain with the Union as appropriate upon the Union's request.
- 22.12 The Town shall seek the non-binding input of the Union with respect to the proposed creation of any new job descriptions, or any proposed changes to existing job descriptions.

ARTICLE XXIII
WAGES

- 23.1 Wages shall be as set forth in Appendix D for each year of this agreement. It is agreed that Appendix D is intended to reflect:
- (a) Effective July 1, 2019, a 2.50% increase to the employee's hourly rate or salary on June 30, 2019;
 - (b) Effective July 1, 2020, a 2.50% increase to the employee's hourly rate or salary on June 30, 2020; and
 - (c) Effective July 1, 2021, a 2.50% increase to the employee's hourly rate or salary on June 30, 2021.
 - (d) Effective July 1, 2022, a 2.50% increase to the employee's hourly rate or salary on June 30, 2022.
 - (e) Prior to the July 1, 2020 General Wage Increase, the Town Clerk, Tax Collector, Assistant Library Director, and Park and Rec Director shall receive a one time \$3,000 salary adjustment.

ARTICLE XXIV
MANAGEMENT RIGHTS

- 24.1 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 the effective date of this Agreement unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority. The intent of the Agreement is to establish wages, working hours, and conditions of employment with the Union.
- 24.2 The Union recognizes that the following actions are within the Town's exclusive managerial rights and not subject to the grievance and arbitration procedure:
- a. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation;
 - b. to introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological change, decide on materials, supplies, equipment and tools to be purchased;

- c. to construct new facilities or to relocate, modify or improve existing facilities, except where such modification or improvements would impact on working conditions, in which case the impact would be negotiated;
- d. to determine the number, location and type of facilities and installations;
- e. to determine the size of the work force and increase or decrease its size;
- f. to hire employees, and lay off employees;
- g. to direct the work force, transfer employees, assign work within the Town's operation and determine the number of employees assigned to a particular job, assignment or operation;
- h. to establish, change, combine or discontinue job classifications;
- i. to discipline and discharge employees in accordance with the provisions of this Agreement;
- j. to carry out cost and general improvement programs;
- k. To determine work schedules;
- l. To adopt reasonable rules and regulations.

ARTICLE XXV
DURATION

25.1 This Agreement shall become effective upon signing, and shall remain in effect through June 30, 2023, and thereafter shall continue in effect from year to year except that it may be amended effective at the date of expiration by one party giving notice of its intention to amend the Agreement to the other party not later than one hundred and fifty (150) days prior to the expiration date. Within a reasonable time of receipt of such notice by either party, a conference shall be held between the Town and the Union for the purpose of considering such proposed amendment.

This Agreement supersedes and cancels all prior practices, whether written or oral, unless expressly stated to the contrary in this Agreement, and together with any letter of understanding executed concurrently with or after this Agreement, it constitutes the complete and entire Agreement between the parties, and concludes collective bargaining.

FOR THE TOWN,

FOR THE UNION,

BY: _____
Theodore Shafer, First Selectman

BY: _____
Christa Ronalter, President

BY: _____
, Beth Paul Vice President

APPENDIX A
(SENIORITY LIST)

APPENDIX B
(HEALTH INSURANCE PLANS

APPENDIX C
(DEFINED CONTRIBUTION PLAN)

APPENDIX D
(WAGES)

Bargaining Unit Positions	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Accountant	\$26.65	\$27.32	\$28.00	\$28.70
Zoning Officer	\$24.76	\$25.38	\$26.02	\$26.67
Circulation Supervisor	\$19.07	\$19.54	\$20.03	\$20.53
Building Official	\$37.69	\$38.63	\$39.60	\$40.59
Teen Librarian	\$18.32	\$18.77	\$19.24	\$19.73
Land Use Clerk	\$18.77	\$19.24	\$19.72	\$20.21
Assistant Library Director	\$24.77	\$26.97	\$27.64	\$28.34
Fire Department Admin Assistant	\$18.93	\$19.41	\$19.89	\$20.39
Assessor	\$32.16	\$32.97	\$33.79	\$34.64
Children's Programmer	\$20.88	\$21.40	\$21.94	\$22.48
Assistant Town Clerk/Web Site Manager	\$20.33	\$20.83	\$21.35	\$21.89
Park And Rec Admin Assistant	\$19.66	\$20.15	\$20.65	\$21.17
Tax Collector	\$28.67	\$30.96	\$31.73	\$32.53
Assistant Town Clerk	\$18.87	\$19.34	\$19.83	\$20.32
Park and Rec Director	\$25.45	\$27.66	\$28.35	\$29.06
Town Clerk	\$29.59	\$31.91	\$32.71	\$33.53
First Selectman Admin Assistant	\$20.65	\$21.17	\$21.70	\$22.24