

AGREEMENT OF THE PARTIES

BETWEEN THE

TOWN OF STONINGTON

AND

**THE STONINGTON TOWN HALL EMPLOYEES' UNION
LOCAL 1303-120 OF COUNCIL #4
AFSCME, AFL-CIO**

JULY 1, 2022 - JUNE 30, 2025

INDEX

PREAMBLE	1
ARTICLE I - RECOGNITION AND UNIT DESCRIPTION.....	1
ARTICLE II - DUES DEDUCTION AND SERVICE FEES.....	1
ARTICLE III - MANAGEMENT'S RIGHTS	2
ARTICLE IV - HOURS OF WORK	2
ARTICLE V - WAGES	3
ARTICLE VI - HOLIDAYS.....	4
ARTICLE VII - VACATIONS	5
ARTICLE VIII - INSURANCE AND RETIREMENT	6
ARTICLE IX - SENIORITY AND LAYOFFS.....	9
ARTICLE X - FUNERAL LEAVE.....	10
ARTICLE XI - LONGEVITY PAYMENT.....	10
ARTICLE XII - JOB OPENINGS	11
ARTICLE XIII - GRIEVANCE PROCEDURE	11
ARTICLE XIV - LEAVE PROVISIONS.....	12
ARTICLE XV - DISCIPLINARY ACTIONS	14
ARTICLE XVI - TIME RECORDERS	15
ARTICLE XVII- BUILDING MAINTAINER.....	15
ARTICLE XVIII - DURATION	15
ARTICLE XIX - HEADINGS.....	15
ARTICLE XX - STABILITY OF AGREEMENT.....	16
ARTICLE XXI - SAVINGS CLAUSE	16
ARTICLE XXII - WAIVER	16
WAGE SCHEDULE	17
APPENDIX A	20

PREAMBLE

This Agreement shall be effective as of July 1, 2019, by and between, respectfully, the Town of Stonington, hereinafter referred to as the "Employer" and the Stonington Town Hall Employees' Union, hereinafter referred to as the "Union."

ARTICLE I - RECOGNITION AND UNIT DESCRIPTION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining in all matters relative to wages, hours and other conditions of employment of all regular Town Hall clerical and custodial employees working twenty (20) or more hours per week, but excluding all other Town employees.

ARTICLE II - DUES DEDUCTION AND SERVICE FEES

- 2.1 Upon hire each employee will be offered an option to join the Union. Upon hire, the Employer shall, through payroll deduction, deduct any dues authorized by the employee in writing. Each employee who voluntarily elects to join the Union shall sign and deliver to the Union Treasurer an authorization for the payroll deduction of membership dues of the Union. Such authorization shall be delivered to the Employer and shall continue in effect until revoked by the employee by written notice of revocation to the Employer and the Union.
- 2.3 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this agreement as Appendix A, the Employer agrees to deduct from the employee's pay, such dues as determined by the Union. Such deductions shall continue unless the Employer is notified in writing, by the Union and the employee, that the employee revokes his/her authorization to deduct dues.
- 2.4 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.
- 2.5 Such payroll deductions, as provided herein, shall be remitted to the Council #4 Office of the Union no later than the fifteenth (15th) of the next month following the month which such dues were deducted together with a list of names of employees from whom the deductions have been made.
- 2.6 The Union agrees to indemnify and hold the Employer harmless against any or all claims, demands, suits, or other forms of liability including attorney's fees and costs of administrative or other hearings or proceedings that shall or may arise out of, or by reason of, any action taken by the employer for purposes of complying with the provisions of this Article.

ARTICLE III - MANAGEMENT'S RIGHTS

3.1 There are no provisions in this Agreement that shall deem to limit or curtail the Employer in any way in the exercise of the rights, powers, and authority which the Employer had prior to the effective date of this contract unless and only to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the Employer'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 and layoff, demotion, transfer, suspension, discipline, or discharge for just cause; the right to make all plans and decisions on all matters involving its operation, the extent to which the facilities of any department thereof shall be operated, additional thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchase 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 standards and quality standards, determine the qualifications of employees; and to run the Department effectively.

- (a) the determination of the level of services to be provided;
- (b) the direction, control, evaluation, and supervision of employees;
- (c) the institution of technological changes;
- (d) the revising of processes, systems or equipment;
- (e) the determination of the location, organization, number and training of personnel;
- (f) the scheduling of leaves;
- (g) the approval of overtime;
- (h) the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary; provided, however, that no specific provision in this Agreement is violated.
- (i) the establishment or change of job assignments;
- (j) the determination and interpretation of job descriptions;
- (k) the assignment of duties and work assignments;
- (l) the assignment to duty stations;
- (m) the scheduling and enforcement of working hours and work breaks;
- (n) the right to determine how, and by whom, its services shall be provided.
- (o) the establishment of schedules and shifts;

During an emergency, the Town shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

ARTICLE IV - HOURS OF WORK

4.1 The sole purpose of this article is to provide a basis for the computation of straight time, overtime and other premium wages. The Town's pay records, practices, and procedures shall govern the payment of all wages.

- 4.2 The regular work week for full-time clerical employees shall be Monday to Friday between the hours of 8:00 A.M. to 5:00 P.M. and shall total thirty-five (35) hours. The regular work week for full-time clerical employees in Public Works shall be Monday to Friday between the hours of 7:00AM to 4:00PM and shall total 35 hours. Full-time Clerical employees shall have up to one (1) hour for lunch and shall take no less than one-half hour for lunch. The established work week for full-time custodial employees shall be from 7:00 A.M. to 4:00 P.M. with one (1) hour for lunch and shall total forty (40) hours.
- 4.3 One and one-half (1 1/2) times the employee's straight time hourly rate shall be paid for all time worked in excess of eight (8) hours in one day or forty (40) hours per week.
- 4.4 One and one-half (1 1/2) times the employee's straight time hourly rate shall be paid for hours worked on Saturdays, Sundays, and holidays.

ARTICLE V - WAGES

- 5.1 Employees covered by this Agreement shall be paid in accordance with "Wage Schedule" attached.
- (a) Each employee covered by this agreement shall retroactive to July 1, 2022, receive as wages or salary for the fiscal year 2022-2023, the amount of wages or salary he/she received or was entitled to receive on June 30, 2022, together with an additional 3.0% wage increase.
 - (b) Each employee covered by this agreement shall as of July 1, 2023, receive as wages or salary for the fiscal year 2023-2024, the amount of wages or salary he/she received or was entitled to receive on June 30, 2023, together with an additional 2.8% percent wage increase.
 - (c) Each employee covered by this agreement shall as of July 1, 2024 receive as wages or salary for the fiscal year 2024-2025 the amount of wages or salary he/she received or was entitled to receive on June 30, 2024 together with an additional 2.8% percent wage increase.
- 5.2 Existing classifications of positions shall be made part of the Agreement and attached as an appendix hereto.
- 5.3 The pay rates of classifications for newly created positions with the bargaining unit shall be negotiated and made part of this Agreement.
- 5.4 Any employee who attends work-related educational courses when sent by the Employer shall be reimbursed reasonable and necessary expenses.
- 5.5 The Job classification to which an employee is assigned at the time of initial employment shall be the employee's "designated job classification" and shall remain the employee's

designated job classification unless the employee moves to another job classification in accordance with the procedures set forth in Section 9.5, 9.7 or Article XII of this agreement, in which case, the job classification to which the employee moves shall become the employee's designated job classification.

- 5.6 Except as otherwise specified in Sections 4.3 and 4.4 of this agreement, an employee shall be paid the straight time rate of pay for their designated job classification for all time for which the employee is entitled to compensation pursuant to the provisions of this agreement.
- 5.7 In all classifications the "start" straight time rate of pay shall be eighty-five (85%) percent of the maximum straight time rate of pay; after year one, the straight time rate of pay shall be ninety (90%) percent of the maximum straight time rate of pay; after year two, the straight time rate of pay shall be ninety-five (95%) percent of the maximum straight time rate of pay; and after year three, the straight time rate of pay shall be the maximum. Employees who move to another job classification, as set forth above, excepting the Building Maintainer, shall retain the same classification date for the purpose of determining their straight time rate of pay in their newly designated job classification.

Notwithstanding the above, an employee in the Building Maintainer classification who moves to another job classification within the bargaining unit in accordance with this Article may be permitted to retain the same classification date for the purpose of determining their straight time rate of pay in their newly designated job classification upon written recommendation of the Department Head and Director of Administrative Services, based on the employee's qualifications and/or experience for the new job classification.

- 5.8 **Notary Stipend.** The First Selectman, or his/her designee, may select up to two (2) qualified bargaining unit employees to provide notary services to Town residents. The employee(s) assigned this work will receive an annual stipend in the amount of five hundred dollars (\$500.00). The Town will pay application, recording, testing and/or renewal fees, as applicable, provided the employee(s) limit performance of notary services to services performed on behalf of the Town during working hours. If there are more than two (2) qualified bargaining unit employees, selection shall be based on bargaining unit seniority as defined in Section 9.1.
- 5.9 One time monetary "awards" may be granted for exceptional performance on particular initiative and/or project upon recommendation of the Department Head. Granting of any recommended award and the amount of such award is subject to approval by the Director of Administrative Services and First Selectman, in their sole discretion. Such "awards" are not considered increases in base pay.

ARTICLE VI - HOLIDAYS

- 6.1 The following days are recognized as holidays and shall be paid at straight time rates:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day Following Thanksgiving
Juneteenth	Christmas Day
Independence Day	

- 6.2 In the event a holiday occurs during the paid vacation of any employee, he/she shall be entitled to one (1) additional vacation day with pay.
- 6.3 In order to be eligible for holiday payment, an employee must work the scheduled day before and after the holiday unless the absence is caused by vacation or illness.

ARTICLE VII - VACATIONS

- 7.1 All employees covered by this Agreement who are on the payroll and who have completed the requisite aggregate years of full time employment earn vacation with pay as of their anniversary dates in accordance with the following schedule:

LENGTH OF SERVICE/ANNIVERSARY VACATION

(a) One year	10 days
(b) Two years	12 days
(c) Three years	13 days
(d) Four years	14 days
(e) Five years	15 days
(f) Six years	16 days
(g) Seven years	17 days
(h) Eight years	18 days
(i) Nine years	19 days
(j) Ten to fourteen years	20 days
(k) Fifteen years or more	25 days

During the first year of employment, 5 days of vacation will be provided after successful completion of the 6-month probationary period.

- 7.2 Vacation entitlement shall not accrue during an unpaid leave of absence.
- 7.3 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation.
- 7.4 Vacation days may be taken consecutively or otherwise, but the time for taking them must be by mutual agreement between the department head and the employee. Whenever there is a conflict in requesting vacation dates, seniority shall prevail. Notwithstanding

the foregoing, regardless of seniority, an employee may not preempt a vacation period which another employee has already been granted. An employee may not change or cancel a vacation period except with prior approval of the Department Head.

- 7.5 Employees whose services are terminated through dismissal for cause shall not be entitled to any earned but unused vacation nor to any compensation in lieu thereof.
- 7.6 All vacation leave should be taken during the leave year beginning with the anniversary date on which the employee earns vacation leave. If an employee is unable to take their vacation time for the year because the employer is unable to grant the time off or has called the employee back from a vacation which cannot be rescheduled due to the operating needs of the employer, or due to personal circumstances, the employee may be allowed to carry over the unused vacation leave into the following year provided the carried over leave is used in full during that year, subject to the approval of the Department Head and Director of Administrative Services. However, each employee shall take a minimum of 50% of their annual vacation entitlement in any one (1) year.

In the event said employee is terminated for a reason other than "just cause," the employee shall receive compensation for the annual vacation leave earned, but not used. Nothing contained herein shall entitle the employee to compensation where termination is for "cause."

(Notwithstanding the provisions of this section, employees who were members of the bargaining unit prior to November 30, 1988, and have accumulated vacation leave up to an amount equal to their maximum earned annual vacation leave, shall be paid as follows: Effective 7/1/06, upon such employee's next anniversary date, the Town shall determine the amount of their earned leave and shall pay these employees in lump sums for all earned vacation in excess of one week. Thereafter, employees hired prior to November 30, 1988, may accumulate and carry forward vacation leave up to one week.)

ARTICLE VIII - INSURANCE AND RETIREMENT

- 8.1 The Town shall provide eligible employees, who regularly work thirty (30) or more hours per week, and their eligible dependents, the Blue Cross/Blue Shield Century Preferred Plan and co-pay dental rider or substantially equivalent group health, hospitalization and dental insurance. The Town reserves the right to change or provide alternate insurance carriers, benefit plans or contractual agreements, have benefits administered by a third party or other managed care delivery system, or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially equivalent to the conventional insurance set forth above. The Town will not be responsible for changes unilaterally imposed by an insurance provider.
- (a) High Deductible Health Plan (HDHP) – Effective July 1, 2013, the Town shall provide a HDHP to eligible employees. All eligible employees shall have the option of selecting the HDHP during the open enrollment period or upon a qualifying event.

Effective July 1, 2015, those eligible employees hired after this date will only be able to enroll in the High Deductible Health Plan (HDHP).

Effective July 1, 2013, enrollees in the High Deductible Health Plan (HDHP) shall have a Health Savings Account (HSA) to offset the deductible expenses. The Town's contribution toward the deductible shall be deposited in the HSA on or about July 1st in each contract year. For employees enrolling in the HDHP during the plan year, which runs from July 1st through June 30th, the Town's HSA contribution will be prorated based on number of months covered under HDHP in that plan year. The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction, or contributed directly by the employee in his/her HSA.

The High Deductible Health Plan shall have a \$2,000 single and \$4,000 two-person/family deductible for combined in-network and out-of-network services. Prescription drugs are covered as part of the program and are subject to the deductible.

The Town shall fund the deductible as follows:

July 1, 2022 through June 30, 2023	fifty percent (50%)
July 1, 2023 through June 30, 2024	fifty percent (50%)
July 1, 2024 through June 30, 2025	fifty percent (50%)

A Health Savings Account (HSA) is not health insurance, it is a bank account. The parties acknowledge that the Town's contribution towards funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The institution selected for deposit of HSA funds shall be at the sole discretion of the Town.

- 8.2 (a) Each employee agrees to pay the following percent for individual, two-person or family coverage:

PPO PLAN:

July 1, 2022 through June 30, 2023	nineteen percent (19%)
July 1, 2023 through June 30, 2024	nineteen and a half percent (19.5%)
July 1, 2024 through June 30, 2025	twenty percent (20%)

HDHP PLAN:

July 1, 2022 through June 30, 2023	seventeen percent (17%)
July 1, 2023 through June 30, 2024	seventeen and a half percent (17.5%)
July 1, 2024 through June 30, 2025	eighteen percent (18%)

The rates shall be determined by the insurance carrier or administrator for all health insurance benefits. The cost share shall be deducted from employees' wages on a monthly basis.

- (b) In accordance with applicable federal law, the employer shall implement Section 125 of the Internal Revenue Code for the purpose of defraying medical costs that may be incurred by the employee and/or his/her dependents.
- 8.3 When an employee is injured within the scope of his/her employment, the Town will make up the difference between his/her pay under the Workers' Compensation schedule and his/her regular rate of pay, not to exceed one (1) year or until maximum recovery is attained (whichever is first).
- 8.4 The employee may elect to waive group health insurance benefits and, in lieu thereof, receive a stipend in the amount of not less than \$2,000 per annum. The employee is not eligible for the waiver of payment if covered under a Town of Stonington/BOE sponsored health insurance plan. The Town may require written proof of alternate group health insurance coverage by the employee and/or dependents as a condition to the election of this option. Said stipend shall be paid retroactively to the employee on a pro rata basis four (4) times per year. Payment is paid the first payroll in October, the first payroll in January, the first payroll in April and the last payroll in June before the end of the fiscal year. Employees electing this option shall be able to change their options on July 1st, for any reason, and not more than one time during each fiscal year, if there has been a significant change in the employee's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option. A request for change must be presented in writing to the Director of Administrative Services at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations of the insurer and which may include waiting periods and proof of insurability.
- 8.5 The Employer shall reimburse bargaining unit employees who routinely wear prescription eyewear in the work place for the cost of replacing approved prescription eyewear which are damaged in the course of employment, or replaced because of a revised prescription up to a maximum of \$225.00 per fiscal year.
- 8.6 Eligible employees shall be covered under the Town of Stonington Retirement Plan in accordance with its terms and procedures. All eligible new hires will participate in the Town of Stonington 401(a) Retirement Plan. The terms of the plan shall be determined by the Town.
- 8.7 The employer shall provide a policy of life insurance on each employee with a death benefit of \$75,000.00. The Certificate of Group Life Insurance is incorporated herein by reference. The premiums for said coverage shall be paid one hundred percent (100%) by the employer.

ARTICLE IX - SENIORITY AND LAYOFFS

- 9.1 Seniority shall mean an employee's length of continuous service with the Town in the bargaining unit, measured in calendar days from the first day the employee actually worked in the bargaining unit on or after the employee's most recent assignment to the bargaining unit. If the application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose name appears earlier on the Town's alphabetical listing of employees shall be deemed more senior.
- 9.2 Newly hired employees shall serve a probationary period of six (6) months during which time they shall receive no seniority rights but shall be subject to all of the other provisions of this Agreement.
- 9.3 The Town, at its discretion, shall have the right to discipline and/or discharge an employee for any reason at any time during the probationary period.
- 9.4 Upon the successful completion of the six (6) months probation, the employee's probationary period shall be considered completed and his/her seniority shall date back to original date of hire.
- 9.5 In the event that layoffs become necessary, the employee with the least seniority in the Department in the classification where work must be curtailed shall be laid off first, after having received a three (3) week written notice of the layoff unless it is impossible or unreasonable for the Town to provide said notice. When employees are to be recalled, those best qualified for the positions available at the time shall be recalled first. Employees may bump into an equivalent or lower classification provided they are qualified and have seniority over the person being bumped.
- 9.6 Laid off employees shall have recall rights for a period of twenty-four (24) months from the date of layoff. An employee who refuses recall shall lose all further recall rights.
- 9.7 Laid off employees shall be recalled by inverse order of layoff with the most senior employee on layoff the first to be recalled, provided that the employee has the ability to fully perform the work available. Failure to report to work within five (5) work days following notice to report by certified mail shall result in termination of employment.
- 9.8 Seniority shall be lost by:
- (a) Voluntary resignation or discharge;
 - (b) Failure to give notice of intent to return to work after recall within three (3) weeks, or failure to return to work on the date specified for recall, as set forth in the written notice or recall;
 - (c) Layoff in excess of twenty-four (24) months;

- (d) Failure to report following an approved leave of absence;
 - (e) Retirement.
- 9.9 In the event of a layoff or reduction in staff, non-bargaining unit employees will not perform bargaining unit work.
- 9.10 Employees shall provide the Town with two (2) weeks written notice of voluntary resignations from employment unless it is impossible or unreasonable to provide said notice.
- 9.11 An employee scheduled to be laid off shall receive accumulated paid leave time to the maximum allowable in accordance with this Agreement.

ARTICLE X - FUNERAL LEAVE

- 10.1 Up to three (3) days' special leave shall be allowed for a death in the immediate family of any employee covered by this Agreement. Immediate family is defined as mother, father, child, stepmother, stepfather, stepchildren, spouse, domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, brother, sister, grandmother, grandfather or grandchild. In the event of a death in the immediate family, as defined herein, which is more than 500 miles distance, up to four (4) days' special leave shall be allowed to attend the funeral. Nothing herein shall prevent the First Selectman, or his/her designee from granting additional days leave to an employee for the events described above.

All full-time employees shall be allowed one (1) day of funeral leave following the death of an employee's uncle, aunt, niece or nephew, provided the Employee attends the funeral service. This leave will also be allowed in the event of the death of an aunt, uncle, niece or nephew of the Employee's spouse or domestic partner. Nothing herein shall prevent the First Selectman or his/her designee from granting additional days leave to an employee for the events described above.

ARTICLE XI - LONGEVITY PAYMENT

- 11.1 Each employee covered by this Agreement who has completed three (3) full years of full-time employment with the Town as of June 30th of the current fiscal year shall, commencing in the fourth year of such person's employment, receive Fifty (\$50) Dollars for each full year of full-time employment payable in one lump sum and to be distributed on or before July 31st.

Each employee covered by this Agreement who has completed ten (10) full years of full-time employment with the Town as of June 30th of the current fiscal year shall, commencing in the eleventh year of such person's employment, receive an additional \$10.00 per year added to their longevity pay.

ARTICLE XII - JOB OPENINGS

- 12.1 All openings which the Town intends to fill shall be posted for a one (1) week period before they are publicly advertised and shall reflect the position title, rate of pay and minimum requirements of the job. In filling such position openings the Employer shall give consideration to applicants who are currently employed within the bargaining unit, provided the applicant possesses the prerequisites of the position and is qualified in the judgment of the Employer. The Employer shall retain sole authority to hire employees. The failure of the Employer to hire a bargaining unit applicant shall not be a grievable matter by the employee or the Union; however, the failure of the Employer to consider a bargaining unit applicant shall be grievable.
- 12.2 In filling such job openings, the Employer shall give preference to applicants who are currently employed within the bargaining unit with preference for seniority provided the applicant is qualified in the judgment of the Employer.
- 12.3 If two (2) or more bargaining unit members apply for a job opening, the Employer shall give preference to the applicant with the greatest seniority if such applicant is the best qualified in the judgment of the Employer.
- 12.4 For purposes of filling job openings, an employee shall acquire seniority commencing upon the date of hire as a full-time, permanent employee.

ARTICLE XIII - GRIEVANCE PROCEDURE

- 13.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step of the grievance procedure shall be considered a maximum. The time limit specified, however, may be extended by mutual written agreement of the Union and the Town. Grievances arising out of matters covered by this Agreement will be processed in the following manner providing the grievance is raised no later than ten (10) working days after the event giving rise to the grievance, or ten (10) working days after the employee shall reasonably have learned of the event giving rise to the grievance, whichever is later.

Step 1

An employee having a grievance in writing must take up the grievance with his/her Department Head. The Department Head will attempt to resolve the grievance at once, or failing to do so, shall provide an answer in writing within ten (10) working days.

Step 2

If the employee or the Union is not satisfied with the decision(s), the employee or the Union shall submit the written grievance to the First Selectman within ten (10) working days from the time the answer was received from the Department. The First Selectman or his designee shall meet with the parties within ten (10) working days of the submission and attempt to resolve the grievance and shall provide an answer within ten (10) working days following the meeting.

Step 3

If the Union is not satisfied with the decision received following Step 2, the Union may request mediation take place through the offices of the State Board of Mediation and Arbitration. Any such request for mediation must be made within fifteen (15) working days of the receipt of the decision in Step 2 above.

Step 4.

If the mediation as outlined in Step 3 does not result in an agreement, the Union may request that arbitration take place through the offices of the State Board of Mediation and Arbitration. Any such request for arbitration must be made in writing within thirty (30) days from the end of mediation or, if there is no mediation, within thirty (30) days of the Step 2 answer. The Town shall have option of transferring a grievance submitted by the Union to arbitration to the American Arbitration Association provided it pays all American Arbitration Association costs associated with the transfer. The decision of any arbitrator shall be final on the aggrieved employee, the Union and the Employer. However, if the Union initiates a withdrawal action from the AAA proceedings within the ten (10) days of the scheduled hearing date, the Union will be responsible for full payment of all fees associated with the Arbitrator or Arbitration.

- 13.2 In discussing a grievance with Management, an employee may be accompanied by an official of the Union if he so chooses. If an employee chooses to pursue a grievance without the assistance of the Union, he/she may process the grievance up to but not including, arbitration. The settlement of written grievances shall not be inconsistent with the collective bargaining agreement and the Union shall be informed of such settlements.
- 13.3 The time limits of this Article may be extended by mutual agreement.
- 13.4 Any arbitrator fees shall be borne equally by both parties with the exception as stated in Article 13.1, Step 4.
- 13.5 The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Town. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Town.

ARTICLE XIV - LEAVE PROVISIONS

- 14.1 (a) Sick Leave: Employees shall accrue sick leave at the rate of fifteen (15) working days per year (1 1/4 days per month) to a maximum accumulation of one hundred sixty-five (165) days. Whenever an employee has been on sick leave for four (4) or more consecutive working days, or has called in sick before or after a holiday,

or used sick leave during a vacation and the employee has been notified by his/her supervisor that a certificate signed by a physician may be required, the employee must provide the certificate upon returning to work. When sick leave absence occurs frequently or in a pattern and the employee, along with the Union, has been notified by his/her supervisor that a certificate will be required, the employee may be required to submit a certificate signed by a physician verifying the need for the sick leave, and the nature of the illness, together with a statement that the employee is fit to resume work. Should the employee need to take an extended period of time or use intermittent leave under the Family and Medical Leave Act (FMLA), the employee will make every effort to notify the employer thirty (30) days in advance of this need. The Town's failure to provide notice to the Union does not preclude the Town from imposing discipline should the employee fail to provide a timely and effective certificate as required.

- (b) Employees who have accrued one hundred sixty-five (165) days of sick leave on July 1 of a fiscal year who, during the course of the fiscal year use zero (0) days of sick leave shall be eligible for three (3) personal days; one (1) to five (5) days of sick leave shall be eligible for two (2) personal days. Said personal days must be used by June 30 of the following fiscal year. Eligible employees will not be able to carry over said personal days from year to year. Employees must work a minimum weekly work schedule of thirty-five (35) hours (forty hours building maintainer only) during the fiscal year.
- 14.2 In exceptional cases, and at the Town's discretion, the Town may grant additional sick leave with or without pay. Request for such additional sick leave shall be in writing and must be signed by the employee. Sick time shall not accrue while an employee is on an unpaid leave of absence.
- 14.3 Upon retirement or death, employees or their estates will receive payment for all sick leave days accrued and not used up to a maximum of eighty (80) days. Payment for up to sixty (60) days of accrued, unused sick leave shall be included in the computation of the employee's final average earnings for the purpose of pension benefits in accordance with the pension agreement. For purposes of this provision, "retirement" shall mean that the employee is eligible for retirement under the Town's Defined Benefit Pension Plan at either (a) Normal Retirement and has at least ten (10) years of service; (b) Early Retirement; or (c) Disability Retirement.
- 14.4 Employees shall be allowed two (2) personal leave days per year with pay.
- 14.5 Military Leave. The Employer will comply with the provisions of the Uniform Services Employment and Re-employment Act. An employee who is unable to report for regularly scheduled work because the employee is required to report to active duty with the United States National Guard or a reserve unit of the United States Military shall, for each day of the first ten (10) work days lost because of such duty, be compensated in an amount equal to the difference, if any, between eight (8) hours pay at his straight time

rate of pay and the amount earned from military service not including travel, subsistence, and quarters allowance.

- 14.6 Court Leave. An employee who has completed his probationary period and who is required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as the result of such service, up to a maximum of 20 working days. For each hour of leave taken, the employee will be compensated by the Employer in an amount equal to his straight-time rate of pay, less the amount received by the employee from the government. An employee who reports for such service and is excused therefrom shall immediately contact his immediate supervisor and report for work, if requested. In order to be paid by the Employer for such leave, the employee must submit to the Employer written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation of said service. The Town shall have the discretion to authorize additional leave in appropriate circumstances.
- 14.7 Unpaid Leave of Absence. Under special circumstances the First Selectman has the exclusive discretionary authority to grant a regular full-time employee a leave of absence without pay for a reasonable length of time, provided that the employee's absence does not substantially interrupt the efficient operation of the Town or place an undue burden upon other employees. Failure of the First Selectman to approve any such request shall not be a grievable matter by the employee or the Union.

Once a leave of absence without pay is granted, an employee will be required to pay the Town full health insurance premiums normally paid by the Town on his/her behalf. The employee may elect to drop or convert insurance coverage. Accrual of employee benefits (i.e., sick leave, vacation, etc.) will not continue during such a leave of absence without pay.

ARTICLE XV - DISCIPLINARY ACTIONS

- 15.1 No regular employee shall be discharged or otherwise disciplined without just cause.
- 15.2 Disciplinary actions shall normally follow this order:
- (a) Verbal warning
 - (b) Written warning
 - (c) Suspension
 - (d) Discharge

Furthermore, it is mutually understood and agreed by the Town and the Union that deviation from the above order for disciplinary actions may be warranted depending upon the totality of the circumstances, including the severity of the infraction, its pervasiveness and the employee's history of discipline.

ARTICLE XVI - TIME RECORDERS

- 16.1 The time recorder system may be updated from time to time pursuant to reasonable work rules and regulations.

ARTICLE XVII- BUILDING MAINTAINER

- 17.1 Call-In Time. Time and one-half (1 1/2x) the building maintainer's regular straight time hourly rate shall be paid for all hours worked, with a minimum of three (3) hours at time and one-half (1 1/2).
- 17.2 Uniform Allowance. A uniform allowance shall be paid to the building maintainer in a lump sum payment during the month of July of each contract year in the amount of four hundred and fifty dollars (\$450.00). Annually, the Employer shall also provide the building maintainer with safety shoes. Safety shoes shall be worn at all times during work hours.
- 17.3 The Employer shall reimburse bargaining unit employees who routinely wear prescription safety glasses in the workplace for the cost of replacing approved prescription safety glasses which are damaged in the course of employment.

ARTICLE XVIII - DURATION

- 18.1 This agreement shall be in effect from July 1, 2022, through June 30, 2025, and thereafter shall be considered automatically renewed for successive periods of one (1) year, unless either party shall, not earlier than one hundred fifty (150) days, and not later than one hundred twenty (120) days prior to June 30, 2025, serve written notice on the other party of a desire to terminate, modify, negotiate, change or amend this agreement provided, however, it is understood that the parties will meet within forty-five (45) days of said written notice.
- 18.2 This Agreement constitutes the entire contract between the Employer and the Union, and settles all demands and issues with respect to all matters subject to collective bargaining. Changes or amendments to the terms of this Agreement may be made if mutually agreed to by the Employer and the Union, reduced to writing, and executed in the same manner as this Agreement.
- 18.3 While this Agreement, or any extension thereof, is in effect, the Town agrees that it will not conduct any lockout, and the Union and/or employees will not call or in any way sanction any strike, slowdown or work stoppage or any interference with or impediment to Town operations.

ARTICLE XIX - HEADINGS

- 19.1 The paragraph captions used in this Agreement are included solely for convenience and shall not effect or be used in conjunction with the interpretation of this Agreement.

ARTICLE XX - STABILITY OF AGREEMENT

- 20.1 No agreement, understanding, alteration or variation of this agreement's terms and provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
- 20.2 The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of the agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

ARTICLE XXI - SAVINGS CLAUSE

- 21.1 If any article or section of the agreement or any appendices and schedules thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and appendices and schedules shall not be affected thereby and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXII - WAIVER

- 22.1 The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

WAGE SCHEDULE

		<u>JULY 1, 2022</u>	<u>3.0%</u>	<u>3.0%</u>	<u>3.0%</u>
PAY GRADE	JOB CLASSIFICATION	START RATE	AFTER YEAR ONE	AFTER YEAR TWO	AFTER YEAR THREE
		85%	90%	95%	100%
GRADE 1		\$18.01	\$19.08	\$20.13	\$21.19
GRADE 2	OFFICE ASSISTANT-1	\$21.31	\$22.57	\$23.82	\$25.08
GRADE 3	OFFICE ASSISTANT-2	\$23.89	\$25.30	\$26.70	\$28.11
GRADE 4	FISCAL ASSISTANT ADMIN ASSISTANT ASSISTANT TOWN CLERK ASSESSOR'S ASSISTANT	\$26.71	\$28.28	\$29.85	\$31.43
	BUILDING MAINTAINER	\$26.45	\$28.01	\$29.56	\$31.12
GRADE 5	ACCOUNTING/PURCHASING ASSISTANT DEPUTY TOWN CLERK DEPUTY TAX COLLECTOR ASSESSOR SPECIALIST	\$29.91	\$31.67	\$33.42	\$35.18
	PLANNING AND ZONING SPECIALIST*	\$28.31	\$29.98	\$31.64	\$33.31

* For the year July 1, 2022 – June 30, 2023, the Planning and Zoning Specialist will receive compensation equal to half the difference between a Grade 4 employee and a Grade 5 employee.

JULY 1, 2023

2.8%

2.8%

2.8%

PAY GRADE	JOB CLASSIFICATION	START RATE	AFTER YEAR ONE	AFTER YEAR TWO	AFTER YEAR THREE
		85%	90%	95%	100%
GRADE 1		\$18.52	\$19.61	\$20.69	\$21.78
GRADE 2	OFFICE ASSISTANT-1	\$21.91	\$23.20	\$24.49	\$25.78
GRADE 3	OFFICE ASSISTANT-2	\$24.55	\$26.01	\$27.45	\$28.90
GRADE 4	FISCAL ASSISTANT ADMIN ASSISTANT ASSISTANT TOWN CLERK ASSESSOR'S ASSISTANT	\$27.46	\$29.08	\$30.69	\$32.31
	BUILDING MAINTAINER	\$27.19	\$28.79	\$30.39	\$31.99
GRADE 5	ACCOUNTING/PURCHASING ASSISTANT DEPUTY TOWN CLERK DEPUTY TAX COLLECTOR ASSESSOR SPECIALIST PLANNING AND ZONING SPECIALIST	\$30.75	\$32.56	\$34.36	\$36.17

JULY 1, 2024**2.8%****2.8%****2.8%**

PAY GRADE	JOB CLASSIFICATION	START RATE	AFTER YEAR ONE	AFTER YEAR TWO	AFTER YEAR THREE
		85%	90%	95%	100%
GRADE 1		\$19.04	\$20.16	\$21.27	\$22.39
GRADE 2	OFFICE ASSISTANT-1	\$22.52	\$23.85	\$25.18	\$26.50
GRADE 3	OFFICE ASSISTANT-2	\$25.24	\$26.73	\$28.21	\$29.70
GRADE 4	FISCAL ASSISTANT ADMIN ASSISTANT ASSISTANT TOWN CLERK ASSESSOR'S ASSISTANT	\$28.22	\$29.89	\$31.54	\$33.21
	BUILDING MAINTAINER	\$27.95	\$29.60	\$31.24	\$32.88
GRADE 5	ACCOUNTING/PURCHASING ASSISTANT DEPUTY TOWN CLERK DEPUTY TAX COLLECTOR ASSESSOR SPECIALIST PLANNING AND ZONING SPECIALIST	\$31.61	\$33.47	\$35.32	\$37.18

APPENDIX A

AUTHORIZATION FOR UNION DUES

I, _____, hereby agree to have the amount of \$_____ deducted from the first paycheck of each month for Union Dues

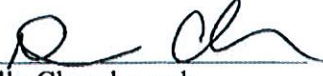
Deductions are to start the first paycheck of _____.


Employee

IN WITNESS WHEREOF, the parties have caused their names to be signed this _____
day of July, 2022.

TOWN OF STONINGTON

STONINGTON TOWN HALL EMPLOYEES
UNION, LOCAL 1303 OF COUNCIL #4,
AFSCME, AFL-CIO

BY: 
Danielle Chesebrough
First Selectwoman

BY: 
Vera Coley
Vice President, Local 1303-120


John DeVito, AFSCME
Staff Representative