AGREEMENT BETWEEN

THE TOWN OF ASHFORD AND

LOCAL 1303-293 OF COUNCIL 4 AFSCME, AFL-CIO

(Town Offices, Public Works, Inc. Transfer Station)

July 1, 2018 -June 30, 2020

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TABLE OF CONTENTS

[ARTICLE I. RECOGNITION ............................................................... 4](#_TOC_250014)

[ARTICLE II. UNION SECURITY ......................................................... 5](#_TOC_250013)

[ARTICLE III. SENIORITY ................................................................... 6](#_TOC_250012)

[ARTICLE IV. PROMOTIONS .................................................................... 7](#_TOC_250011)

ARTICLE V. HOURS OF WORK, OVERTIME .................................... 8

ARTICLE VI. WAGES and CLASSIFICATIONS ................................. 9

[ARTICLE VII. TRANSPORTATION and TRAVEL ............................. 10](#_TOC_250010)

[ARTICLE VIII. HOLIDAYS/PERSONAL DAYS ................................. 10](#_TOC_250009)

[ARTICLE IX. VACATIONS ................................................................. 11](#_TOC_250008)

ARTICLE X. SICK LEAVE .................................................................. 12

[ARTICLE XI. UNION BUSINESS LEAVE .......................................... 14](#_TOC_250007)

[ARTICLE XII. FUNERAL LEAVE ...................................................... 14](#_TOC_250006)

ARTICLE XIII. MATERNITY LEAVE, MILITARY LEAVE, JURY

DUTY, CIVIL LEAVE, VOLUNTEER DUTY 15

[ARTICLE XIV. INSURANCE …………………………………….. 16](#_TOC_250005)

[ARTICLE XV. PENSION ....................................................................... 17](#_TOC_250004)

ARTICLE XVI. DISCIPLINARY PROCEDURE and DISMISSAL ......... 17

[ARTICLE XVII. DISCRIMINATION ........................................................... 18](#_TOC_250003)

[ARTICLE XVIII. SCOPE ........................................................................... 18](#_TOC_250002)

[ARTICLE XIX. MISCELLANEOUS …………………………..................... 19](#_TOC_250001)

ARTICLE XX. GRIEVANCE PROCEDURE …………………………. 21

[ARTICLE XXI. MANAGEMENT RIGHTS ........................................... 22](#_TOC_250000)

### ARTICLE XXII. SAVINGS CLAUSE ............................................................... 22

ARTICLE XXIII. REOPENER CLAUSE .................................................... 23

ARTICLE XXIV. DURATION .................................................................. 23 APPENDIX A. AUTHORIZATION FOR PAYROLL DEDUCTION ....... 25 APPENDIX B. CLASSIFICATION and WAGE SCALES ......................... 26 APPENDIX C. HOURS OF WORK 27

APPENDIX D. HEALTH INSURANCE SCHEDULE

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**AGREEMENT**

This agreement entered into as of the first day of July, 20**18** by and between the Town of Ashford, hereinafter referred to as the "Employer" and the Ashford Town Hall, Highway Department and Transfer Station Employees Local 1303-293 of Council 4, AFSCME, AFL-CIO hereinafter referred to as the "Union".

# ARTICLE I RECOGNITION

##### Section 1.1

The Employer recognizes the Union as the sole and exclusive representative with respect to all matters of wages, hours and other conditions of employment for all eligible employees of the Ashford Town Hall, Highway Department and Transfer Station who work one hundred twenty

(120) days per year or more, exempting all elected officials, non-union supervisors, the Recreation Director, Senior Center Coordinator, the Fire Marshal, the Building Official, the Zoning/ Wetlands Enforcement Officer, the Assessor, and the secretary to the Board of Selectmen.

##### Section 1.2

All collective bargaining shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

##### Section 1.3

A full-time employee is any employee who works at least thirty-five (35) hours per week throughout the year.

A part-time employee is any employee who works more than twenty (20) but less than thirty five

(35) hours per week throughout the year. A part-time employee shall receive all benefits of this Agreement on a pro rata basis, excepting medical, prescription, and dental benefits.

A part time employee hired prior to July 1, 2007, who works twenty (20) hours or more per week will be eligible for medical, prescription, dental benefits, life and accident insurance.

A part-time employee may only receive pension benefits per Article XV, Section 15.2 of this Agreement.

A temporary/seasonal employee is as any employee who works less than one hundred twenty

(120)days per year

# ARTICLE II UNION SECURITY

##### Section 2.1

All employees in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing, or pay a service charge equal to the monthly dues for the duration of this Agreement or any extension thereof.

##### Section 2.2

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 employees pay each payroll period such dues and/or service fees as determined by the Union.

**Section** 2.3

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.

##### Section 2.4

Such payroll deductions, as provided herein, shall be remitted to Council #4, Office of the Union by the fifteenth (15th) day of the next month following the month the dues and/or service charges were deducted along with a list of names of employees from whom the deductions have been made.

##### Section 2.5

The provisions of this Article as outlined above constitute an agency shop and not a closed union shop agreement.

##### Section 2.6

The Union agrees to hold the Employer harmless from any damages incurred by reason of the implementation of the payroll deduction provisions of this Article, including any claim regarding assignment of wages to the Union for membership dues. Notwithstanding the provisions of this Article, the Employer reserves the right to protect the confidentiality of its records, and the disclosure of such records shall be limited to matters directly related to any dispute that The Union is required to defend under this provision.

# ARTICLE III SENIORITY

#### Section 3.1

Seniority, according to this Agreement shall consist of accumulated continuous paid service each employee has with the Employer. Each employee's length of service shall be computed from

date of hire after completion of a successful probationary period as set forth in Section 3.10

**Section** 3. 2

Lay-offs shall take place in the reverse order of seniority within a given department, i.e., the least senior member of the department shall be placed on lay-off regardless of the classification the employee may hold.

**Section** 3.3

Seniority shall be the factor used to determine amount of vacation, vacation preference and preference for promotion within a department and/or transfer in the event more than one bargaining unit employee, who applies, meets the qualifications for a posted position, lay-off and recall in all other matters where consideration for seniority may be considered a factor.

#### Section 3.4

Seniority is forfeited under the following circumstances:

* 1. Voluntary resignation
  2. Discharge for just cause
  3. Failure to return to work within fifteen (15) days of the notification of recall, by registered mail, to the last known address of the employee.

**Section** 3. 5

A corrected seniority list, which includes each employee by name, classification and rate of pay, will be provided by the Employer to the Union president annually.

**Section** 3.6

In the event a lay-off is proposed, or pending, the Employer shall inform the Union president no less than ten (10) working days prior to any proposed lay-off action.

**Section** 3.7

Lay-off shall effect in the following manner:

* + 1. Temporary/seasonal employees
    2. Part-time employees
    3. Full-time employees

##### Section 3.8

No seasonal, temporary, or part-time employee will be used while regular employees are on lay­ off

##### Section 3.9

Recall shall be by seniority preference with the most senior employee on lay-off recalled first, etc.

##### Section 3.10

Newly hired employees shall serve a probationary period of ninety (90) days during which

period they shall receive all of the benefits of this Agreement except the right to grieve discharge through the grievance procedure.

# ARTICLE IV PROMOTIONS

##### Section 4.1

All vacant positions in the bargaining unit shall be posted for a period of no less than five (5) days in each area served by bargaining unit members simultaneously with the issuance of any public notice of said vacancy.

##### Section 4.2

All vacancies shall be filled by the most senior qualified employee requesting such vacancy prior to hiring from the outside. The employee appointed to such position shall serve a promotional probationary period of three (3) months. When an employee is retained in a vacancy or a new position for a period of three (3) months then he/she shall be considered permanent and allocated to said position if the position continues to exist, otherwise he/she shall return to his or her

former position.

# ARTICLE V

**HOURS OF WORK, OVERTIME**

##### Section 5.1

The basic workweek is listed in Appendix C of this Agreement

Nothing in this Article shall be interpreted as a limitation on the Employer's right to determine hours of operation. Nevertheless, in the event the Employer wishes to change the facility's hours of operation during the life of this Agreement, after three (3) weeks notification to the Union, the Employer shall make the changes it deems advisable.

##### Section 5.2

Thirty-five hour schedule

The employee shall receive straight time for the first five (5) hours worked beyond thirty­ five (35) hours and time and one half times (1 ½) the employee's regular hourly rate for all hours over forty (40) hours in one (I) week.

Forty (40) hour schedule

The employee shall receive one and one half (1 1/2*)* times the employee's regular hourly rate for all hours over forty (40) worked in one week.

Overtime at one and one half (1 1/2*)* times the employee's regular hourly rate shall also be paid for all hours over eight (8) worked in one day, unless the hours are part of the employee's regularly scheduled work day.

**Section** 5. 3

Employees who are assigned to work on a holiday by the First Selectman shall be paid at the rate of double time their hourly rate for all such time worked.

##### Section 5.4

No employee shall be required to take time off for the purpose of off-setting overtime, unless the employee and his/her supervisor mutually agree, in writing, for compensatory time at time and one-half (1 1/2*)* in lieu of payment, and with written approval of the First Selectman.

##### Section 5.5

Any employee assigned or called in to work overtime, outside of, but not contiguous with, the end of the normal work day shall receive a minimum of two (2) hours pay at the applicable overtime rate. Public Works employees shall be called in with no less than one employee and a

supervisor or two (2) employees at a time. Compensatory time at time and one-half (1 1/2) hours in lieu of overtime payment , will be permitted for overtime worked as long as the employee and the First Selectman, Board of Selectmen, or their designee mutually agree to such a procedure.

##### Section 5.6

Public Works Department employees shall be paid double time for all hours worked on Sunday. Transfer station employees assigned to work on Sunday as part of their normal workweek are excluded from double time.

# ARTICLE VI

**WAGES and CLASSIFICATIONS**

##### Section 6.1

Wage scales are listed in Appendix B.

Effective July 1, 20**18**, wages shall be increased by **3.00%** above the wages of June 30, 20**18.** Effective July 1, 20**19,** wages shall be increased by **3.00%** above the wages of June 30, 20**19.**

**Section** 6.2

Classifications of employees shall be clearly defined as to the requirement of selections, duties performed, labor grades, (including wage rates), and incorporated into and attached as Appendix B to this Agreement.

**Section** 6.3

Classifications for newly created positions including requirements of selection, duties performed, Labor grades and rates of pay shall be discussed with the Union in accordance with the provisions of the Municipal Employee Relations Act prior to filling of any such newly created position, excepting any management or supervisory position.

##### Section 6.4

Existing classifications of positions shall continue to exist unless altered or otherwise amended by mutual agreement.

##### Section 6.5

Any employee assigned to work in a higher classification beyond thirty (30) days shall receive the rate of pay for that classification for all such hours worked.

Any employee assigned to work in a lower classification shall receive the rate of pay for his/her regular classification for all such hours worked.

##### Section 6.6

Any newly hired employee shall be paid ninety (90%) percent of the regular wage rate for the position during the first year of employment, ninety-five (95%) of the regular wage for the second year of employment, and one hundred (100%) percent of the regular wage rate commencing the third year of employment. On July 1 of each year, a newly hired employee shall receive the same percentage general wage increase as the other bargaining unit members.

**ARTICLE VII**

**TRANSPORTATION AND TRAVEL**

##### Section 7.1

An Employee required to use his or her own vehicle for official business shall be compensated at the mileage rate set by the U.S GSA. Such rate shall be adjusted within thirty (30) days of any change in the rate.

# ARTICLE VIII HOLIDAYS/PERSONAL DAYS

##### Section 8.1

Each full-time employee shall receive the following holidays off with full pay. Part-time employees will receive the following holidays off with pay on a pro rata basis.

New Year's Day Good Friday Labor Day Thanksgiving

Martin Luther King Day Memorial Day Columbus Day Christmas Day

President's Day Independence Day Veteran's Day

Day after Christmas

**Section** 8.2

Any holiday that falls on Saturday will be celebrated on the preceding Friday. Any holiday that falls on Sunday will be celebrated on the next day (Monday).

For all Town Office employees, any holiday that falls on a Thursday, will be celebrated on the next day (Friday) following the holiday.

**Section** 8.3

A part-time employee's holiday pay will be calculated based on the number of hours worked in a week divided by the number of days worked in a normal week. Example: Employee works 20 hours a week in five days. 20 hours divided by 5 days equals 4 hours of holiday pay.

##### Section 8.4

Each employee is allowed three (3) personal days in each fiscal year without loss of pay.

Personal time cannot be accrued. A personal day is calculated based on the hours scheduled to be worked. Upon completion of (90) day probation period.

# ARTICLE IX VACATIONS

##### Section 9.1

In each fiscal year a full-time employee shall receive vacation leave with pay according to the following schedule:

After one (1) year After seven (7) years

After fifteen (15) years

Two (2) weeks

Three (3) weeks

Four (4) weeks

A part-time employee shall receive vacation leave based on the number of hours worked in a normal week

Example: a part-time employee who works twenty (20) hours in a normal week will receive twenty (20) hours vacation pay after one (1) year of employment.

##### Section 9.2

Vacation leave of one week or more must be requested and approved by the First Selectmen, Board of Selectmen or their designee two (2) weeks prior to the leave time requested.

**Section** 9.3

Each employee may receive vacation compensation for the period of the vacation on the Friday prior to vacation. When requested in writing before 9 am on the day preceding payroll. Vacation time is for the sole purpose of allowing an employee to take a vacation and shall not accrue year to year.

##### Section 9.4

One (I) week of unused vacation may be carried over to the next year, with the permission of the First Selectman. The carried over vacation shall be used in the first fiscal quarter, or an extension may be granted by the First Selectman.

**ARTICLE X SICK LEAVE**

##### Section 10.1

a) Each employee shall earn sick leave with pay at the rate of one (1) day for each month of service or twelve (12) days per year to a maximum of one hundred twenty (120) days.

##### Section 10.2

Sick leave shall be considered to be the absence from duty with pay for the following reasons:

1. Illness or injury, except when arising solely out of or in the course of employment by an employer other than the Town.
2. When the employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours.
3. When the serious illness of the employee's immediate family requires his/her personal attendance, if supported by medical certificate.
4. Certification of illness by medical certificate from a doctor may be requested by the First Selectman in the event of an illness in excess of one (I) week or in the event habitual abuse is indicated.
5. A paid sick day is equivalent to actual hours scheduled to be worked on that day.

##### Section 10.3

* 1. An employee, upon retirement, shall receive on the basis of his/her current wages, one-fourth (1/4) compensation for any of his/her unused accumulated sick leave as severance pay up to a maximum of one hundred twenty (120) days.
  2. In the event of the death of an employee, one fourth compensation (1/4 ) of any unused accumulated sick leave up to a maximum of one hundred twenty (120) days shall be paid to the beneficiary designated by said employee in a writing maintained in his/her service folder. In the event said employee has failed to designate a beneficiary in writing prior to his/her death, the Employer shall pay such benefit to the spouse, if any, or if there is no spouse, to the estate of said employee.
  3. An employee who resigns shall receive on a basis of his/her current wages, one- fourth (1/4) compensation for any unused accumulated sick leave up to a maximum of one hundred twenty (120) days, provided the employee has given fourteen (14) days written notice to the Employer. Failure to provide such notice shall result in forfeiture of unused accumulated sick leave.

Section 10.4

Sick Leave Bank: There shall be established a Sick Leave Bank, with the following provisions:

* + 1. Employees requesting to utilize the pool shall:
       1. have exhausted their vacation and sick leave;
       2. 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;
       3. Submit their request in writing to the Sick Leave Pool Committee. This request is to be accompanied by writing documentation from their physician indicating the medical condition and expected duration of the medical leave;
       4. not be eligible to use the pool while being paid from another source that is equal to or greater than 60% of their regular salary (such as disability, worker's compensation, insurance, etc)
       5. Be granted up to 30 days from the pool for each occurrence based on availability of days in the pool.
    2. Bargaining unit members can contribute as few or as many days as they wish, but must contribute as least one day per year to be eligible to use the Sick Bank.
    3. A form will be circulated to bargaining unit members on or about January 1 of each year, to be returned within ten (10) working days, indicating the amount of their contribution to the Sick Bank. The Committee will notify the Town of the Sick Bank donations.
    4. Bargaining unit members can contribute at other times as particular situations arise.
    5. A 3 person Union committee shall administer the Sick Bank. Their decisions on any application for use of Sick Bank days shall be final and binding, with no right to grieve.

# ARTICLE XI UNION BUSINESS LEAVE

##### Section 11.1

The First Selectman, Board of Selectmen or their designated representative shall authorize reasonable leave so that designated Union members may bargain collectively for rights and privileges, when such sessions are scheduled during working hours.

##### Section 11.2

One (1) Union officer and/or a member of the Union shall be allowed the necessary time off without loss of pay for the purpose of resolving grievances.

##### Section 11.3

One (1) Union officer, as designated by the Union, shall be allowed four (4) days leave annually, without loss of pay, for the purposes of attending official Union seminars, conferences, conventions and/or legislative hearings.

# ARTICLE XII FUNERAL LEAVE

##### Section 12.1

Three (3) days funeral leave with pay shall be granted to an employee for the death of his/her immediate family member (mother, father, husband, wife, child, sibling or grandparent) or other person living in his or her home. One day of leave with pay shall be granted to an employee for the death of an in-law.

##### Section 12.2

Funeral leave in addition to leave required by Section 12.1 above may be granted by the First Selectman, Board of Selectmen or their designated representative.

**ARTICLE XIII**

**MATERNITY LEAVE, MILITARY LEAVE JURY DUTY, CIVIL LEAVE**

**VOLUNTEER DUTY**

##### Section 13.1

Leave for family or medical reasons shall be afforded in compliance with applicable federal and/or state law.

##### Section 13.2

The Employer shall allow the necessary time off for annual military service.

In the case of a National Emergency, and when an employee is a member of the National Guard and is called to active duty, the Employer shall pay the employee the difference in their base pay rate and their military pay. The Employer shall also continue to cover the employee for all Health and Life insurance coverage for up to one year. Said employee shall be credited for the purposes of Seniority for all lost time.

**Section** 13.3

Any employee called to report for jury duty will be allowed the necessary time off. The Employer shall make up the difference between the pay for jury duty and the employees regular pay if any.

##### Section 13.4

Any employee who is qualified to serve as an emergency volunteer firefighter or emergency medical personnel shall be allowed reasonable time off with pay if, in the opinion of the First Selectman, his/her absences will not create a safety hazard or result in unreasonable disruption of town work.

##### Section 13.5

If a court appearance is required as part of an Employee's work and requires his/her presence beyond normal working hours, overtime shall be paid upon proof of time in court provided by an officer of the court.

##### ARTICLE XIV INSURANCE

**Section 14.1**

The Employer shall provide the following insurance coverage at its expense to all eligible employees and their dependents, with the Employer paying for 100% of the employee premiums and 65%of dependent premiums, and the employee paying the balance of the premiums.

1, MEHIP/ConnectiCare FlexPOS $15/25/75/100

Rx Standard $5//15/30 unlimited, 2x mail order; Mac A (see Appendix D)

1. Anthem BC/BS Flex Dental plan as currently in place.
2. $50,000 Group Life insurance coverage for each eligible employee, until reaching the age of seventy (70) at which time coverage will be reduced to $25,000.
3. $50,000 accidental Death and Dismemberment coverage for all eligible employees.

##### Section 14.2

The Employer and the Union agree that insurance may substituted, added or deleted upon mutual agreement of all parties.

##### Section 14.3

By mutual agreement, the Employer will establish a benefit program, to the extent available by law, which would allow the employee contribution to be nontaxable. The contributions shall be made by payroll deduction

##### Section 14.4

Employees may choose a cash payment of $1,200 in place of insurance described in Section 14.1, number one (1) and number two (2), if the Employee provides to the Employer annually proof of other insurance to the Employer's satisfaction. Such cash payment will be made annually in the month of December and pro-rated to the date of hire for new employees. An individual may re-enroll in the insurance program at any time during the year, subject to the enrollment rules of the insurance carrier. The cash reimbursement will be adjusted when the employee is added to the Employer's group policy.

# ARTICLE XV PENSION

##### Section 15.1

Each full-time employee shall participate in the retirement plan for Town of Ashford when they have met age/service requirements. The Employer shall contribute an amount equal to each employee's annual salary in the amount of seven (7%) percent.

##### Section 15.2

The employees may also contribute to a Section 457 Deferred Compensation Plan on a voluntary basis.

# ARTICLE XVI

**DISCIPLINARY PROCEDURE and DISMISSAL**

##### Section 16.1

No employee shall be discharged or otherwise disciplined without just cause.

##### Section 16.2

Disciplinary actions shall follow this order:

I.) verbal warning

2.) one (1) written warning

3.) suspension (unpaid)

4.) discharge

##### Section 16.3

All disciplinary actions including verbal warnings may be subject to the grievance procedure.

# ARTICLE XVII DISCRIMINATION

##### Section 17.1

The provisions of this Agreement shall be applied equally without discrimination because of age, Sex, marital status, sexual preference, race, creed, national origin, political affiliation or Union membership.

##### Section 17.2

Nothing herein shall be construed as requiring any employee to reside within the Town of Ashford upon completion of the initial probationary period of employment with the Employer.

# ARTICLE XVIII SCOPE

##### Section 18.1

The terms and provisions herein contained constitute the entire Agreement between the Town of Ashford and the Union and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

##### Section 18.2

Should a dispute, pertaining to negotiable matters not covered by this Agreement, arise between the parties hereto, the parties agree to discuss the matters in consonance with the harmonious spirit of this Agreement.

##### Section 18.3

It is hereby agreed and understood that any employee benefit or prior practice that has been in existence shall continue to exist unless specifically superseded by this agreement or eliminated by this Agreement.

# ARTICLE XIX MISCELLANEOUS

##### Section 19.1

1. The Employer agrees to provide the Union President with a signed copy of this Agreement within thirty (30) days after the execution date thereof.
2. The Employer agrees to provide new employees with a copy of this Agreement at their time of hire.
3. The Employer agrees to provide the Council #4 Office of the Union with six (6) original, signed, Agreements at the time of signing

##### Section 19.2

Copies of all job postings will be posted in each building where bargaining unit members are employed and a copy will be provided to the Union president.

##### Section19.3

The employer agrees to allow the Union use of a portion of a bulletin board for purpose of posting material relating to Union business.

##### Section 19.4

1.) Each employee shall be paid by check or voluntary direct deposit bi-weekly.

2.) Each employee upon hire will receive a copy of this Collective Bargaining Agreement and a listing of all benefits available to employees.

##### Section 19.5

1.) Each Public Works Department employee performing emergency work (snow removal, storm damage, etc.) shall receive a meal ticket payable for each four (4) hours of overtime, or on Saturday, Sunday or holiday, or three (3) hours of overtime prior to a weekday shift, as follows:

July 1, 20**18** -June 30, 20**20**: $10.00

##### Section 19.6

Any employee upon termination of employment for any reason shall receive full pay for all unused vacation leave remaining to his/her credit.

##### Section 19.7

No employee hired by the Employer on a temporary or interim basis or to fill in for an ill or vacationing employee or to subsidize the forces during peak work periods shall be paid no more than the minimum rate of the classification for the position in which the employee to be utilized.

##### Section 19.8

All bargaining unit work shall be performed by bargaining unit members providing union members are available.

##### Section 19.9

Contractors shall not be used to perform bargaining unit work except to supplement the regular work force when necessary

##### Section 19.10

Public Works Department (including transfer station) employees shall receive $175.00 as a shoe allowance annually, payable on or about July I of each year. Employees shall be required to wear safety shoes during all working hours.

##### Section 19.11

Due to the unique nature of the position of Assistant Town Clerk only those provisions of this Agreement that do not conflict with Connecticut General Statutes shall be applicable.

##### Section 19.12

Health & Safety -It is the policy of the Town of Ashford that every employee is entitled to work under the safest possible conditions in the many occupations we represent. To this end, every reasonable effort will be made to provide and maintain a safe and healthy workplace, safe equipment, proper materials and to establish and insist on safe methods and practices at all times.

Accidents, which injure people, damage machinery or equipment and destroy materials or property causes needless suffering, inconvenience and expense.

Our safety rules and regulations have been developed for your protection. These rules and regulations are to be considered directive in nature and applicable to all employees.

It is the basic responsibility of everyone to make safety realization a part of their daily, hourly concern. Employees are obligated to observe the rules of conduct and safety, and properly use the safety equipment provided.

People are our most important asset -their safety, our greatest responsibility.

##### Section 19.13

Highway employees who utilize their personal cell phones in the course of their employment shall receive a $10.00 per month cell phone stipend.

**ARTICLE XX GRIEVANCE PROCEDURE**

##### Section 20.1

The basis for a grievance may result from a complaint concerning discharge, suspension,

lay-off or reduction in grade, or a conflict resulting from the application, meaning or interpretation of the provisions of this Agreement.

##### Section 20.2

Should any employee(s) feel aggrieved an adjustment may be sought as follows:

##### Step 1:

**Step 2:**

**Step** 3:

##### Step 4:

The employee shall present his/her grievance in writing, to the First Selectman within fifteen (15) working days after its occurrence. The First Selectman will attempt to resolve the grievance at once or submit a written answer to the employee within fifteen (15) working days.

If the employee is not satisfied with the decision of the First Selectman he/she may, within five (5) working days after receiving the outlined in Step 1 above, request a hearing take place with the Board of Selectmen, who will arrange with the Union for a hearing to take place with all the parties present in an attempt

to resolve the grievance. If no resolution is reached at the hearing the Board of Selectmen will render a decision in writing within fifteen (15) days thereafter with copies to the employee(s) and the Union.

In the event the employee is not satisfied with the answer in Step 2 above, the matter may be submitted to mediation by the Connecticut Board of Mediation and Arbitration in an attempt to reach a mutually agreeable resolution.

In the event the matter is not resolved in Step 3 above, the Union only may submit the matter to the Connecticut Board of Mediation and Arbitration for arbitration in accordance with its rules, providing that the grievance must be submitted for arbitration within forty- five (45) days following the failure to resolve the grievance in mediation.

##### Section 20.3

The decision of the Arbitrator( s) shall be final and binding on all parties.

##### Section 20.4

The employees will be allowed the necessary time off without loss of pay for the purpose of Resolving grievances as provided in the foregoing procedures.

##### Section 20.5

Nothing herein shall be construed as prohibiting any employee from processing his/her own grievance up to and including Step 2 above. Only the Union and the Employer will have the right to file for mediation and/or arbitration unless waived in writing by the Union or the Employer.

# ARTICLE XXI MANAGEMENT RIGHTS

##### Section 21.1

The Union acknowledges that matters involving the operations of the Town of Ashford

including, not limited to, the management and the direction of the work force is the responsibility of the Employer, including the right to hire, transfer, promote, retain, discipline, or discharge for proper cause, make responsible rules, maintain efficient operation, to release employees due to lack of work, to determine the methods, processes used, introduce new or improved facilities,

and extend, limit, or curtail its operations, when in its sole discretion it may deem it advisable to do so, provided this will not be used for the purpose of discrimination against the Union or any employee or to avoid, or be inconsistent with, any of the provisions of this Agreement and in accordance with the provisions of the Municipal Employees Relation Act in all matters relevant to collective bargaining.

##### Section 22.1

**ARTICLE XXII SAVINGS CLAUSE**

In the event that any Article, section or portion of this Agreement is declared invalid by Agreement, statute or legal process, then such specified Article, section or portion specified

To be invalid shall be deleted. However, the remainder of this Agreement shall remain effective.

**ARTICLE XXIII**

**REOPENER CLAUSE**

##### Section 23.1

This Agreement may be reopened on any provision provided the Employer and the Union agree in writing to such effect.

##### Section 23.2

The Employer and the Union negotiating committee agree to meet upon written request by either party for the purpose of interpretation, implementation and administration of this Agreement.

##### Section 23.3

This Agreement may be altered or modified only by mutual written agreement signed by the parties hereto.

# ARTICLE XXIV DURATION

##### Section 24.1

This Agreement shall become effective July 1, 20**18**, and shall remain in effect until June 30, **2020** and from year to year thereafter unless either party notifies the other no more than 180 days and no less than 150 days from the expiration date above that wishes to modify or change this Agreement in any manner.

##### Section 24.2

Upon receipt of such notice, meetings will begin within thirty (30) days to negotiate such amendments and/or changes.

##### Section 24.3

This Agreement shall remain in full force and effect during such negotiations in accordance with the provisions of the Municipal Employee Relations Act.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_\_\_\_\_\_\_day of

***\_\_\_\_\_\_\_\_\_***20**18.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**First Selectman**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Union**

# APPENDIX A

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

##### AUTHORIZATION FOR PAYROLL DEDUCTION

**By:**

(Please Print) **Last Name First Name Middle**

##### To:

**Name of Employer**

Effective I hereby authorize you to deduct from my earnings each a sufficient amount provide for the regular payment of

the current rate of monthly union dues, and/or service fees as certified by the Union. The amount deducted shall be paid to the Treasurer of Local 1303 of Council of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement or until termination of my employment.

**Signature:** Do Not Print

##### Street Address Phone Number

##### City and State (Print) Zip Code

# APPENDIX B

**Town Hall and Public Works Department including Transfer Station Employees**

##### Classification and Wage Scales

Wage rates for 2014-201**9** shall be as follows, except for newly hired employees, whose rates shall be 90% of the following for their first year of employment, 95% of the following for their second year of employment, and 100% commencing with their third year of employment:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | **3%** | **3%** |  |  |
| **TITLE** | **7/1/2017** | **7/1/2018** | **7/1/2019** |  |  |
| Assistant Town Clerk | 21.76 | 22.41 | 23.08 |  |  |
| Assistant Tax Collector | 21.76 | 22.41 | 23.08 |  |  |
| Bookkeeping/Payables Clerk | 21.76 | 22.41 | 23.08 |  |  |
| Assessor's Clerk | 24.22 | 24.95 | 25.70 |  |  |
| Floating Clerk | 21.76 | 22.41 | 23.08 |  |  |
| Asst. Town Clerk/Building Clerk | 25.43 | 26.19 | 26.98 |  |  |
| Maintenance/Custodian | 21.67 | 22.32 | 22.99 |  |  |
| Head Bookkeeper | 29.67 | 30.56 | 31.48 |  |  |
| Transfer Station Operator | 18.86 | 19.43 | 20.01 |  |  |
| Transfer Station Assistant | 18.22 | 18.77 | 19.33 |  |  |
|  |  | **7/1/2018** | **7/1/2019** |  |  |
| DPW Maintainer I | 23.53 | 24.24 | 24.97 |  |  |
| DPW Maintainer I/Mechanic | 24.81 | 25.55 | 26.32 |  |  |
| DPW Maintainer II | 24.94 | 25.69 | 26.46 |  |  |
| DPW Maintainer III/ Crew Leader | 26.04 | 26.82 | 27.62 |  |  |

If the employee occupying the Custodian/Maintenance position obtains his/her CDL, the rate of pay for the position shall advance to that of Maintainer I.

**APPENDIX C**

**HOURS of WORK**

**Town Hall:**

The Assistant Town Clerk/ Building Clerk, Assistant Town Clerk, Assistant Tax Collector, Assessor's Clerk and the Head Bookkeeper shall work 35 hours per week, four (4) days per week, Monday, Tuesday, Wednesday and Friday.

The Maintenance/Custodial employee shall work eight hours per day forty (40) hours per week, Monday through Friday, 7:00 a.m. - 3:30 p.m. with a one-half (1/2) hour break for lunch. A fifteen minute break will be allowed in the morning.

# Public Works (including Transfer Station employees)

The Highway Department employees shall work eight (8) hours per day, Monday through Friday for a total of forty (40) hours, which will constitute a normal work week.

Hours of operation will be from 7:00 a.m. to 3:30 p.m., with a one-half (112) hour break for lunch. A fifteen-minute break will be allowed in the morning.

The Transfer Station Operator shall work twenty-seven (27) hours per week. The Transfer Station Assistant shall work twenty-seven (27) hours per week.

**Transfer Station (Regular Hours of Work)**

# Sunday

The Transfer Station is open from 10:00 a.m. to 4:00 p.m.

The Transfer Station Operator and Assistant will work from 9:30 a.m. to 4:30 p.m.

# Wednesday

The Transfer Station is open from 2:00 p.m. to 8:00 p.m.

The Transfer Station Operator and Assistant will work from 1:30 p.m. to 8:30 p.m.

# Saturday

The Transfer Station is open from 8:00 a.m. to 4:00 p.m.

The Transfer Station Operator and Assistant will work from 7:30 a.m. to 4:30 p.m.

The Transfer Station Operator and Assistant will work four (4) hours weekly as needed for cleanup and container management.