

**Town of Barkhamsted  
Incorporated 1779**

RECEIVED FOR RECORD  
AT BARKHAMSTED 6-22-17  
AT 11:30 AM  
Holly P. Krouse  
TOWN CLERK

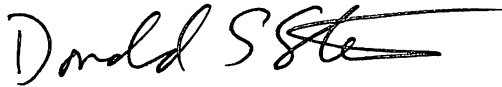
June 20, 2017

RE: Town of Barkhamsted Union Contract 2017 – 2020 Signing Bonus

This will confirm our agreement that the Town of Barkhamsted agrees to pay a onetime lump sum payment of three hundred dollars (\$300.00) to each union member of the bargaining unit in the next pay period following the signing of this collective bargaining agreement.

It is understood that this bonus is taxable income.

Sincerely,



Donald S. Stein  
First Selectman  
Town of Barkhamsted



Richard Novak  
Road Crew Foreman  
Town of Barkhamsted  
Union President

**AGREEMENT BETWEEN**  
**THE TOWN OF BARKHAMSTED**  
**AND**  
**THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**  
**LOCAL R01-262**  
**JULY 1, 2017 - JUNE 30, 2020**

## **TABLE OF CONTENTS**

<b>TITLE</b>	<b>PAGE</b>
Preamble	3
Recognition	4
Union Security, Dues Deduction	5
Seniority	6
Hours of Work	8
Holidays, Vacation, Good Attendance	10
Sick Leave	12
Other Leave	14
Grievance Procedure	16
Insurance	18
Pension	20
Rates of Pay	21
Working Rules and Directives	23
Health and Safety	24
Workers Compensation	25
General	26
Union Activities Leave	27
Discipline	28
Personnel Files	29
Prior Rights	30
Stability of Agreement	31
Duration of Agreement	32
Appendix A	33
Appendix B	36

## **PREAMBLE**

Agreement entered into by and between the Town of Barkhamsted, State of Connecticut, hereinafter referred to as the Town, and the National Association of Government Employees, Local R01-262, hereinafter referred to as the Union, effective July 1, 1990, 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; more effective service in the public interest; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment as provided for by the General Statutes of the State of Connecticut.

# **ARTICLE 1**

## **RECOGNITION**

### **Section 1.1.**

The Town hereby recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment for the unit consisting of all employees of the Town of Barkhamsted, Connecticut, excluding elected officials, administrative officials, department heads, supervisors, confidential employees, and part time employees who work less than 1500 hours per year.

### **Section 1.2**

Management's Rights - Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the right, responsibility and prerogative of management of the affairs of the Town.

## **ARTICLE II**

### **UNION SECURITY, DUES DEDUCTION**

#### **Section 2.1**

The Town shall deduct, twice a month, Union dues and assessments from the earned wages of each union member in such amount as determined by the Union, provided that no such deduction shall be made from any union member's wage except when authorized by him on an appropriate form, a signed copy of which must be filed with the Town Accounting Office. Such authorization shall be for the life of this Contract and any extension thereof.

#### **Section 2.2**

It shall be a condition of employment that all members of the bargaining unit either become and remain members of the Union in good standing or pay to the Union an agency fee established by the Union in accordance with applicable law. Any employee hired on or after the effective date of this agreement shall have thirty days following the beginning of such employment to either join the Union or elect to pay to the Union an agency fee.

## **ARTICLE III SENIORITY**

### **Section 3.1**

Seniority shall be by Group (1) Highway, Group (2) Town Hall and shall commence on the day employees begin work as a paid fulltime union member within such group, except as provided in Section 3.3 below.

### **Section 3.2**

A union member's seniority shall be broken and he shall forfeit all rights and benefits under this agreement if he (1) voluntarily resigns and quits (2) is discharged, (3) takes a leave of absence for the purpose of working at another occupation, or (4) takes a leave of absence for more than ninety (90) days, unless the leave is for military service or educational programs or sickness as approved by the town.

### **Section 3.3**

No union member shall attain seniority rights under this agreement until he has been continuously employed by the Town as a full-time employee of the Town for a period of one (1) year. During such period, the employee shall be on probation and may be discharged by the Town for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provision of this agreement. Upon completion of an employee's probation period, his seniority shall date back to the date of his original employment with the Town.

### **Section 3.4**

A union member's seniority shall not be lost because of absence due to illness, authorized leave, vacation, personal leave, military leave, layoff, suspension or discharge (except for just cause.)

### **Section 3.5**

Any union member who is laid off or whose hours are reduced shall be placed on the recall list for a period of two years. In the event of a vacancy in the classification held by the union member at the time of layoff or reduction in hours, the Town shall send notice of recall. The individual who is most senior shall be recalled first. An individual on the recall list who fails to respond to a notice of recall within one week shall be removed from the recall list.

### **Section 3.6**

See appendix B

### **Section 3.7**

The Town shall provide the Union with a seniority list, by group, which includes the names of the union members in each seniority group and their date of hire. The Town shall update the seniority list annually, on or about July 1.

### **Section 3.8**

When new jobs are created or vacancies exist, the Town shall post the position for one (1) week and each employee in the bargaining unit who is interested will have the opportunity to apply for said opening provided he is qualified.

Employees who apply will be considered on the basis of their skill, ability and seniority. Where the qualifications are substantially equal, the employee with the greatest seniority will be given preference.

### **Section 3.9**

If an employee is transferred from one seniority group to another, he shall retain in the second group the same date of seniority he held in the first group.



## **ARTICLE IV HOURS OF WORK**

### **Section 4.1**

The regular work week will be as follows: a) Road crew employees' work week will consist of forty (40) hours, Monday through Friday, 7 AM to 3 PM, on duty through lunchtime; b) Administrative Secretary's and Land Use Administrator's work week will consist of thirty-two (32) hours, Monday, Tuesday, Thursday 9 AM to 4 PM, Wednesday 9 AM to 5 PM, and Friday, 9 AM to 12 noon on duty through lunchtime.

The highway department has the option, at the discretion of the road crew foreman, to work from 6 AM to 4 PM on duty through lunch, Monday through Thursday, from April to November. All benefits will be calculated based on a five (5) day work week.

### **Section 4.2**

Union members shall receive time and one-half for all hours worked over eight (8) hours in any day, or for over forty (40) hours worked in any one week. Union members working ten (10) hours per day will be paid time and one-half after ten (10) hours.

### **Section 4.3**

The allowance of an overtime premium on any hours excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payments.

### **Section 4.4.**

Whenever overtime is required, overtime shall be divided as equally as efficient operations permit among the union members performing similar work in the group. Union members shall be required to meet reasonable overtime schedules unless they are unable to do so because of illness, injury, or prior appointments. A union member who refuses overtime will be dropped to the bottom of the call-in list. A union member called in before his normal position shall not lose his regular position on the recall list. A record of overtime worked will be maintained by the supervisor and be available for examination upon request.

#### **Section 4.5**

Any union member called back to work outside his basic work schedule shall be paid for all hours worked at a rate of time and one-half his normal rate for a minimum of four (4) hours. The four (4) hour minimum does not apply in those cases where the overtime extends the normal work day; i.e. early starting time or carry over the normal end of day.

#### **Section 4.6**

Any union member who continues to work beyond 6 PM shall be paid a meal allowance of fifteen dollars (\$15.00). One who starts the work day prior to 5 AM shall be allowed a meal allowance of ten dollars (\$10.00). Meal time shall be limited to thirty (30) minutes with pay.

**ARTICLE V**  
**HOLIDAYS, VACATIONS, GOOD ATTENDANCE**

**Section 5.1**

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 after Thanksgiving
Independence Day	Christmas Day
Union Member's Birthday	

The Town and members of the bargaining unit may change this schedule after mutual agreement. Union members scheduled to work on any of the above holidays shall be paid one and one-half times the regular rate of pay in addition to the holiday pay.

In order to be eligible for holiday pay, a union member must work his regularly scheduled workday after the holiday unless the union member is on approved vacation or personal or sick time.

**Section 5.2**

Holidays falling on Saturday will be observed on Friday; holidays falling on Sunday will be observed on Monday.

**Section 5.3**

If a union member is sick while on vacation leave and provided a request is supported by medical certificate, such sick time shall be charged against sick time.

**Section 5.4**

All vacations must be submitted to the immediate supervisor and must have the approval of the First Selectman. If it becomes necessary, vacation approval may be decided based on seniority. Vacations for highway personnel during the period between November 1 and April 1 are discouraged but may be granted, dependent upon circumstances. Any carryover of vacation shall be made only after approval of the First Selectman. A union member may carry up to one week to the next vacation year with such approval.

## **Section 5.5**

Union members shall earn the following number of vacation weeks for the calendar year in which the anniversary dates in the table below are obtained:

<b>Length of Service</b>	<b>Number of Vacation Weeks</b>
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years or more	4 weeks
20 years of more	4 weeks plus 1 day earned per year thereafter

For all employees hired after July 1, 2012, vacation is capped at 4 weeks after 10 years

## **ARTICLE VI SICK LEAVE**

### **Section 6.1**

Each union member earns fifteen (15) sick days each fiscal year at the rate of 1.25 days per month and such days may accumulate up to a maximum of one-hundred and fifty (150) days. All employees hired after July 1, 2017, may accumulate up to a maximum of one-hundred (100) days.

### **Section 6.2**

Sick leave shall be granted for illness and non-compensable bodily injury or disease. The Town may, at its discretion, require a doctor's certificate for sick leave after five (5) consecutive days or in the event there is suspected abuse of sick leave.

### **Section 6.3**

Union members shall report sick as soon as possible but no later than one-half hour (30 minutes) after the start of their tour of duty, except where sufficiently limiting circumstances exist. Failure to meet the standard noted in this section shall lead to loss of pay for that day.

### **Section 6.4**

Sick leave shall continue to accumulate during injury leave, vacation time and sick leave, but shall not accumulate during suspension for cause.

### **Section 6.5**

Union members of record as of July 1, 2009, at the time of their retirement, termination in good standing after four (4) years of service, death or who are reduced in force in the Town's employment shall be paid for their unused sick leave days at the rate of thirty percent (30%), and twenty percent (20%) for employees hired after July 1, 2009, of their accumulated sick leave bank in 6.1 above.

All union members hired after July 1, 2012, at the time of their retirement, termination in good standing after ten (10) years of service, death or who are reduced in force in the Town's employment shall be paid for their unused sick leave days at the rate of ten percent (10%) of their accumulated sick leave bank in 6.1 above.

The money for a union member who dies while still employed shall be paid to their beneficiary.

## **Section 6.6**

Sick leave days may be used for child-bearing related disabilities.

## **ARTICLE VII OTHER LEAVE**

### **Section 7.1**

Union members may take three (3) months of child-rearing leave without pay, without losing permanent status of their seniority in the Town's service.

### **Section 7.2**

There are three (3) personal days per year allowed, but not entitled, to the union members, non-cumulative, for the reasons noted below:

- a) For the following directly related to members of the union members immediate family which is defined to include the spouse, children and parents:

- Serious Illness
  - Graduation from a college or university
  - Wedding
  - Birth

- b) Religious Holy Days if the tenets of the religion require that the union member not work or must attend religious services.
- c) Legal reasons beyond the union member's control.
- d) Emergency reason beyond the union member's control but subject to the approval of the First Selectman which reason shall not be unreasonably denied. Written notification to the First Selectman of the reason for requesting the personal day shall be given within one day of the personal day.

### **Section 7.3**

In the event of the death of a union member's spouse, or child, a union member may have time off starting on the date of the death and continuing (not to exceed 5 days) without loss of regular pay.

#### **Section 7.4**

In the event that a close relative of a union member's immediate family, other than spouse or children – a union member may have time off starting on the date of death and continuing through the date of the funeral (not to exceed 3 days) without loss of regular pay, provided the union member attends the funeral of the deceased. Such days off shall not be charged to sick leave or earned leave.

#### **Section 7.5**

In the event that a close relative of a union member who is not a member of the immediate family of the employee dies, said employee shall be granted one (1) day leave without loss of pay, vacation time; etc. In this category is included other relatives, such as uncle, aunt, niece or nephew. The union member shall be granted the day of funeral leave for the purpose of attending the funeral of the deceased.



## **ARTICLE VIII GRIEVANCE PROCEDURE**

### **Section 8.1**

The purpose of the grievance procedure shall be to settle union member's grievances at as low an administrative level as is possible and practicable, so as to insure efficiency and union member morale.

### **Section 8.2**

A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

- a) Discharge, suspension or other disciplinary action
- b) Charge of favoritism or discrimination
- c) Matters relating to the interpretation and application of the articles and sections of this agreement.

### **Section 8.3**

A union member may use this grievance procedure with or without union assistance. Should a union member process the grievance through one or more steps provided herein prior to seeking union aid, the union may process the grievance from the next succeeding step following that which the employee has utilized. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this agreement.

- a) Step One: Any union member who has a grievance shall reduce the grievance to writing and submit it within fifteen (15) working days from the date of the occurrence to the First Selectman who shall use his/her best efforts to settle the dispute. The First Selectman's decision shall be submitted in writing to the aggrieved union member and his representative, if represented, within ten (10) working days of receipt of the grievance.
- b) Step Two: If no agreement is reached with the decision rendered by the First Selectman, the union member or his representative shall submit the grievance in writing within ten (10) working days to the Board of Selectmen. Within ten working days after receiving such grievance, the Board of Selectmen shall render their decision in writing to the aggrieved union member and his representative.

- c) Step three: If no agreement is reached with the decision rendered by the Selectmen, or if no decision is rendered within ten (10) days, the Union may submit the grievance for arbitration to the Connecticut State Board of Mediation and Arbitration ("Board") within ten (10) working days after receipt of the written decision of the Board of Selectmen or if mediation services are used, within ten (10) working days after the conference with the State Mediator. The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties. The arbitrator or arbitrators shall have no authority to add to, or subtract from, or in any way modify the provisions of this agreement.
- d) Mediation: The mediation services of the Board may be used after the second step above provided either party requests it. A request for mediation shall be filed with the Board by the union member or his representative within five (5) working days after receipt of the written decision of the First Selectman.
- e) Meetings: If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and if satisfactory to the other party, a meeting shall be promptly scheduled. Such procedure shall not extend the time limitations above.
- f) Representation: The union member, the Union, or the Town shall have the right, at his or its own expense, of choice of representative whenever representation is desired.

## **ARTICLE IX INSURANCE**

The Town of Barkhamsted will provide two medical options from which the union member may select. One option will be referred to as the “Base Plan” and the other option will be referred to as the “Buy-up Plan”. The Town’s contribution to the Base Plan will be the agreed upon percentage for each year of the contract as indicated below. The Town’s contribution to the Buy-up Plan will be the same total amount as for the Base Plan and the cost difference between the two plans will be paid by the union member.

The Town reserves the right to change insurance carriers at any time as long as it gives prior notice and the insurance coverage under the substitute insurance carrier’s policy is substantially equivalent to the existing plan. Plans will be considered substantially equivalent if it provides similar plan design including co-pay, deductibles, coinsurance, and out of pocket limits. The provider network of the substitute insurance carrier will be considered substantially equivalent as long as there is a match of providers to the enforce carrier of 70% or greater.

Base Plan - High Deductible HealthPlan/Health Savings Account (HDHP/HSA) with a \$2,000 individual and \$4,000 family deductible.

Buy-up Plan – PPO plan with co-pays. In-network - \$10 office visit co-pay; \$25 ER co-pay; \$25 urgent co-pay; \$500 in-patient hospital co-pay. Out-of-network - \$200/\$400/\$500 deductible.

- a) Health Insurance effective July 1, 2017: Union members of record as of July 1, 2009, shall pay 10% of the cost of the above referenced Base Plan. The Town shall pay 90% of said plan. All union members hired after July 1, 2009, shall pay 16% of the cost of the above referenced Base Plan. The Town shall pay 84% of said plan.

Effective July 1, 2017 the Town shall pay 49% of the HDHP/HSA deductible (\$2,000 individual and \$4,000 family).

If the union member elects the Buy-up Plan, the Town will pay the same total amount as for the Base Plan and the cost difference between the Base Plan and the PPO premium will be paid by the union member.

- b) Dental Insurance effective July 1, 2009: Union members of record as of July 1, 2009, shall pay 10% of the cost of the dental plan for the employee only. The Town shall pay 90% of the dental plan for the union member only. Dependent coverage will be paid by the union member. All union members hired after July 1, 2009, shall pay 16% of the cost of the dental plan for the union member only. The Town shall pay 84% of the dental plan for the union member only. Dependent coverage will be paid by the union member.
- c) Union members who opt not to accept the health insurance benefits shall be remunerated in the amount of three hundred fifty dollars (\$350.00) at the end of each quarter of the year. Such union member choosing this option shall be able to change their option during open enrollment or within 30 days of a qualifying event.

## **Section 9.2**

The town shall provide the following insurance for each union member without cost to the union member:

- a) Short Term Disability: a weekly indemnity benefit of 60% of the basic weekly salary or wage, not to exceed more than \$250.00.
- b) Life Insurance and Accidental Death and Dismemberment in the amount of \$15,000.00.

## **Section 9.3**

The Town shall continue inforce all medical insurance above for future retirees at the expense of the retiree.

## **ARTICLE X PENSION**

### **Section 10.2**

The Town will provide a Money Purchase Pension Plan which includes:

- 1) An annual contribution by the Town equal to 9% of each participant's compensation for each participant who has performed at least 1000 hours of service during the Plan Year and who terminated employment during the plan year as a result of retirement on or after age 62, disability or death.
- 2) Union members shall be 100% vested in their account after six years of service with the Town.
- 3) The normal retirement date of participants is the participant's 62<sup>nd</sup> birthday.

## **ARTICLE XI RATES OF PAY**

### **Section 11.1**

For hourly rates of pay for members of the bargaining unit refer to:

Appendix A

### **Section 11.2**

Union members of record as of July 1, 2012, who are regularly scheduled to work a minimum twenty (20) hours shall, in addition to their regular pay, receive a longevity payment of one hundred dollars (\$100.00) starting in December of the year that the union member has worked for the Town for five (5) years. Each year thereafter of consecutive employment the longevity payment shall increase by thirty dollar (\$30.00) increments.

All union members hired after July 1, 2012, will not be eligible for longevity.

### **Section 11.3**

All members of the various classifications listed in Appendix B shall be paid at a rate in accordance with the amount of service they have in that particular classification, except that any member advanced or promoted to a higher classification shall be paid the next highest rate of pay, not less than one full step, over which he/she was receiving at the lower classification. Union members' promoted to a higher classification shall serve a three (3) month probationary period. At the conclusion of this probationary period, the union member shall advance an additional step in the salary scale.

### **Section 11.4**

All union members shall be evaluated annually. Annual step increases shall be granted each July 1<sup>st</sup> if the member's work is evaluated as satisfactory. If the member's work is rated as unsatisfactory, he/she shall be given recommendations for improvement by the supervisor. If the member's performance improves to satisfactory by April 30<sup>th</sup>, the step increase shall be granted.

## **Section 11.5**

Members who are dropped to a lower position (pay grade) will be “red circled” until the salary schedule catches up to what they are earning at the time of the change.

## **ARTICLE XII WORKING RULES AND DIRECTIVES**

### **Section 12.1**

All copies of written working rules and written directives of the Town affecting the working conditions of the union member shall be provided to the Union by the Town when requested.

### **Section 12.2**

Regular full-time union members shall have first preference for all overtime work before part-time or seasonal employees are used, within the unit and classification requiring the overtime.

### **Section 12.3**

Part-time and seasonal employees may be used by the Town to supplement the work force. However, no part-time or seasonal employee shall be employed to perform the primary functions of any member of the bargaining unit who is on layoff status.

### **Section 12.4**

There shall be no discrimination, coercion or intimidation for any reason whatsoever, including marital status, age, race, creed, color, sex, religious beliefs or Union activity either by the Town or the Union.



## **ARTICLE XIII HEALTH AND SAFETY**

### **Section 13.1**

The Town and the Union shall cooperate fully in matters of safety, health and sanitation affecting union members.

### **Section 13.2**

The Town shall provide for each union member on the road crew annually one pair of safety shoes up to the cost of two hundred dollars (\$200.00) year 1 (2017/2018), two hundred fifty dollars (\$250.00) year 2 (2018/2019) and three hundred dollars (\$300.00) year 3 (2019/2020). Any cost in excess of the annual allotment shall be borne by the union member. All work crew union members shall be required to wear the safety shoes at their work places.

### **Section 13.3**

If an operator of mechanical equipment feels the equipment is unsafe to operate, he/she may not be required to operate the equipment until inspected by a competent mechanic. After certification, the union member shall then commence operation of the piece of equipment.

**ARTICLE XIV**  
**WORKERS COMPENSATION**

**Section 14.1**

Each union member shall come under the terms of the Workers Compensation Act for injuries which occur while the member is engaged in the performance of his duties. Union members are covered by Workers Compensation Insurance and are paid stated amounts due to the injuries received on duty. Union member may use sick pay and/or vacation pay to supplement the payment of the insurance company so the union member will receive his full base rate of pay during his absence.

## **ARTICLE XV GENERAL**

### **Section 15.1**

The Town shall, as soon as practical, notify the Union in writing of any discharge or dismissal, and the reason or reasons for such action.

### **Section 15.2**

The Town agrees that it will not sub-contract work for the purpose of laying off union members. Further, the Town will make every effort to recall union members from layoff whenever the duration and nature of the work to be done makes it practical.

### **Section 15.3**

The Town shall provide bulletin board space for the Union located in the designated areas for the posting of notices concerning Union business and activity.

### **Section 15.4**

The Town shall give each union member a copy of this agreement if requested.

### **Section 15.5**

When a union member is required to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed on the basis of the IRS standard mileage reimbursement rate.

### **Section 15.6**

Any union member who is required by the Town to attend any training or conferences shall be reimbursed any expenses associated with said training or conferences. Time spent at required training shall be considered time worked during normal work hours.

### **Section 15.7**

The town agrees that there shall be no lockout and the Union agrees that there will be no strike or stoppage of work during this contract.

## **ARTICLE XVI UNION ACTIVITIES LEAVE**

### **Section 16.1**

The two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the agreement when such meetings take place at a time during which such members are scheduled to be on duty.

### **Section 16.2**

One (1) member of the Union grievance committee and the grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union for purposes of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

### **Section 16.3**

One (1) member designated by the Union shall be given one (1) day annual leave from duty with full pay to attend special Union activities, the purpose of which is to improve union member/employer relations. Any additional days, up to a maximum of five (5) may be taken without pay or charged to vacation time.

## **ARTICLE XVII DISCIPLINE**

### **Section 17.1**

All disciplinary action shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

### **Section 17.2**

All suspensions and discharges must be for just cause and must be stated in writing with the reason given and a copy provided to the union member at the time of the suspension or discharge. A copy shall also be forwarded to the Union at the time it is provided to the member.

### **Section 17.3**

Serious misconduct shall be grounds for immediate suspension or discharge and need not follow the procedures listed in Section 17.4 below. Examples of serious misconduct are: assault and/or battery, theft, misconduct, insubordination and falsifying time cards.

### **Section 17.4**

Disciplinary actions shall include:

- a) Verbal warning to member and notation on his/her record
- b) Written warning to be given the member and a copy placed in his/her personnel folder
- c) Suspension without pay
- d) Termination

and shall follow in this order except as noted in Section 17.3 above as serious misconduct.

### **Section 17.5**

If at any time the Town elects to have a formal hearing and investigation pertaining to the actions of any member at which witnesses shall be called and interrogated, the member shall have the right to be represented by counsel of his choice and all witnesses shall be sworn and subject to cross examination.

## **ARTICLE XVIII PERSONNEL FILES**

### **Section 18.1**

Each union member has the right to see and review his/her personnel file no more than twice a year by appointment with the First Selectman at a time mutually agreeable to both parties.

### **Section 18.2**

Each member will be given copies of any evaluation reports placed in the member's file. Copies of all reprimands or accusative letters shall be given to the member if placed in the personnel file.

### **Section 18.3**

Memoranda of verbal reprimands or written reprimands may be discarded after a period of time. The supervisor issuing the reprimand shall indicate in the reprimand when it may be discarded, according to the severity of the reason for the reprimand. In no event shall any reprimand, except those that lead to suspension without pay, remain in the personnel file for more than three (3) years. In the case of reprimands that lead to suspension without pay, the member may request its removal after three (3) years. In no case will the reprimand remain in his/her personnel file for more than five (5) years.

**ARTICLE XIX**  
**PRIOR RIGHTS**

The Town agrees to maintain for the life of this agreement any and all benefits currently enjoyed by the union member and which are not expressly referred to in the agreement.

**ARTICLE XX**  
**STABILITY OF AGREEMENT**

No amendment, alteration or variation of the terms of this agreement shall bind the parties hereto unless made and agreed to in writing by both parties.



**ARTICLE XXI**  
**DURATION OF AGREEMENT**

**Section 21.1**


The effective date of this Agreement shall be July 1, 2017 and it shall remain in effect until June 30, 2020.

**Section 21.2**

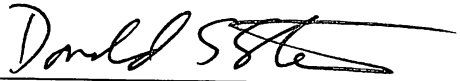
This Agreement shall remain in effect after July 1, 2020 during negotiations until an agreement is reached and signed to amend or modify this Agreement. Upon agreement all items agreed upon shall be retroactive.

6-22-17

Date of signatures



Elected Representative  
The National Association of Government  
Employees, Local R1-221  
a division of NAGE



First Selectman  
Town of Barkhamsted



Elected Representative  
The National Association of Government  
Employees, Local R1-221  
a division of NAGE

## **APPENDIX A - WAGE RATES - Year One**

**July 1, 2017 through June 30, 2018**

<b>Job Title</b>	<b>Labor Grade</b>	<b>Hire</b>	<b>6 Months</b>	<b>12 Months</b>	<b>24 Months</b>	<b>36 Months</b>	<b>48 Months</b>	<b>60 Months</b>
<b><u>Town Hall</u></b>								
Administrative Secretary	1	19.94	20.80	21.65	22.50	23.35	24.21	25.06
Land Use Administrator	2	23.92	24.92	25.90	26.90	27.90	28.89	29.90
<b><u>Highway Department</u></b>								
Custodian		11.76	12.52	13.30	14.08	14.85	15.64	16.40
Highway Maintainer I	1	19.94	20.89	21.83	22.76	23.70	24.65	25.59
Highway Maintainer II	2	24.38	24.97	25.54	26.13	26.73	27.32	27.90
Foreman	3	29.32	29.82	30.33	30.83	31.33	31.83	32.33

### NOTES:

- Step 1 - Initial employment - no experience
- Step 2 - After 180 days
- Step 3 - After 12 months of service
- Step 4 - After 24 months of service
- Step 5 - After 36 months of service
- Step 6 - After 48 months of service
- Step 7 - After 60 months of service

Employee may be hired at hiring or higher step depending on experience

## **APPENDIX A - WAGE RATES - Year Two**

**July 1, 2018 through June 30, 2019**

<b>Job Title</b>	<b>Labor Grade</b>	<b>Hire</b>	<b>6 Months</b>	<b>12 Months</b>	<b>24 Months</b>	<b>36 Months</b>	<b>48 Months</b>	<b>60 Months</b>
<b><u>Town Hall</u></b>								
Administrative Secretary	1	20.46	21.34	22.21	23.08	23.96	24.83	25.71
Land Use Administrator	2	24.54	25.56	26.58	27.60	28.63	29.64	30.68
<b><u>Highway Department</u></b>								
Custodian		12.07	12.85	13.64	14.45	15.24	16.04	16.82
Highway Maintainer I	1	20.46	21.43	22.39	23.35	24.32	25.29	26.25
Highway Maintainer II	2	25.01	25.62	26.21	26.81	27.42	28.03	28.63
Foreman	3	30.09	30.59	31.12	31.63	32.15	32.65	33.17

### NOTES:

- Step 1 - Initial employment - no experience
- Step 2 - After 180 days
- Step 3 - After 12 months of service
- Step 4 - After 24 months of service
- Step 5 - After 36 months of service
- Step 6 - After 48 months of service
- Step 7 - After 60 months of service

Employee may be hired at hiring or higher step depending on experience

**APPENDIX A - WAGE RATES - Year Three****July 1, 2019 through June 30, 2020**

<b>Job Title</b>	<b>Labor Grade</b>	<b>Hire</b>	<b>6 Months</b>	<b>12 Months</b>	<b>24 Months</b>	<b>36 Months</b>	<b>48 Months</b>	<b>60 Months</b>
<b><u>Town Hall</u></b>								
Administrative Secretary	1	20.99	21.89	22.79	23.68	24.58	25.48	26.38
Land Use Administrator	2	25.18	26.23	27.27	28.32	29.37	30.41	31.48
<b><u>Highway Department</u></b>								
Custodian		12.38	13.18	14.00	14.82	15.63	16.46	17.26
Highway Maintainer I	1	20.99	21.99	22.98	23.96	24.95	25.95	26.93
Highway Maintainer II	2	25.66	26.28	26.89	27.51	28.14	28.75	29.37
Foreman	3	30.87	31.39	31.93	32.45	32.98	33.50	34.03

**NOTES:**

Step 1 - Initial employment - no experience

Step 2 - After 180 days

Step 3 - After 12 months of service

Step 4 - After 24 months of service

Step 5 - After 36 months of service

Step 6 - After 48 months of service

Step 7 - After 60 months of service

Employee may be hired at hiring or higher step depending on experience

**APPENDIX B****SENIORITY OF PERMANENT UNION MEMBERS**

<b>Name</b>	<b>Date of Hire</b>	<b>Status</b>
<b><u>Group 1 Highway</u></b>		
Dondero, Steven	4/19/1983	Union
Novak, Richard	1/17/1997	Union
Kuchta, Charles	9/23/2002	Union
Neher, Bryan	9/9/2013	Union
Kulinski, Christopher	9/12/2016	Union
<b><u>Group 2 Town Hall</u></b>		
Brydon, Debra	5/3/2004	Union