

AGREEMENT

BETWEEN

THE TOWN OF NORTH STONINGTON

-and-

**LOCAL 1303-463 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO**

JULY 1, 2016 – JUNE 30, 2019

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PREAMBLE

This Agreement is entered into by and between the Town of North Stonington hereinafter referred to as the Town and the North Stonington Town Hall Employees Local 1303-463 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the “Union”, and is effective as of the date of execution following ratification by both parties.

ARTICLE I - UNION RECOGNITION

- 1.1 Pursuant to the Decision and Certification of Representative rendered by the Connecticut State Board of Labor Relations, Decision No. 4663, the Town hereby acknowledges the Union as the exclusive representative with respect to wages, hours and other terms and conditions of employment for all employees of the Town of North Stonington who work twenty (20) hours or more per week in the following classifications: Assessor, Bookkeeper, Assistant Foreman, Senior Planning and Zoning Officer, Administrative Assistant to the Assessor, Assistant Town Clerk, Tax Collector, IT/GIS Manager, and Administrative Assistant PZO/Land Use.
- 1.2 Bargaining unit members regularly scheduled to work between twenty (20) and less than forty (40) hours per week shall receive a pro-rated share of all other benefits (excluding insurance and/or where otherwise specifically noted) contained in this contract. Eligibility for insurance is addressed in the Article governing insurance.

ARTICLE II - UNION SECURITY AND PAYROLL DEDUCTION

- 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.
- 2.2 Immediately upon receipt of a signed authorization form from the employees involved, a copy of which is attached to this Agreement as Appendix A, the Town agrees to deduct from the employee’s pay, each payroll period, such dues and/or service fees as determined by AFSCME, Council #4.
- 2.3 The amount will be certified by an AFSCME Council #4 Officer in writing and may be raised or lowered by an AFSCME Council #4 Officer at any time upon notification by said Officer to the Town.
- 2.4 Such payroll deductions, as provided herein, shall be remitted to the Council #4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.
- 2.5 The provisions of this Article, as outlined above, constitute an agency shop and not a closed Union shop agreement.

- 2.6 AFSCME Council 4 shall indemnify and hold the Town harmless for any damages, fees (inclusive of attorneys' fees and costs), costs or assessments incurred by reason of carrying out of the deduction provisions of this Article, including but not limited to the claim of assignment of wages to AFSCME Council #4 for membership dues. Notwithstanding the provisions of this Article, the Town reserves the right to protect the confidentiality of its records and the disclosure of these records shall be limited to matters directly related to any dispute that the Union is required to defend under this provision.
- 2.7 In the event an employee does not receive pay in a particular payroll or his/her pay for that payroll is not sufficient to meet in full the deductions requested by AFSCME Council #4, the requested deductions shall not be made until the first payroll week in which the employee's pay is sufficient to meet the requested deductions in full.

ARTICLE III - SENIORITY

- 3.1 For purposes of this Article only, seniority is defined as the length of continuous service each employee has with the Town as an employee working twenty (20) or more hours per week. Each employee's length of continuous service shall be computed from the date of the employee's appointment as an employee working twenty (20) or more hours per week.
- 3.2 Seniority is forfeited under any of the following circumstances:
- (a) Voluntary resignation
 - (b) Discharge for just cause
 - (c) Failure to notify the Town and return to work within fifteen (15) working days of the mailing of notification of recall, by registered mail, to the last known address of a laid-off employee. Laid-off employees are responsible for maintaining a current address on file with the Town.
- 3.3 A corrected seniority list, which includes each employee by name, classification and rate of pay, will be provided by the Town to each employee during the month of July.
- 3.4 The Town shall inform the Union President no less than fifteen (15) working days prior to any layoff.
- 3.5 Seasonal employees (defined as those hired for a specific period of time up to one hundred and twenty (120) days to supplement bargaining unit employees in the performance of bargaining unit work) cannot be utilized when the bargaining unit members supplemented are on layoff.
- 3.6 Recall shall be by seniority preference within the classification. Laid off employees maintain recall rights for ninety (90) days following the effective date of the layoff.
- 3.7 Newly hired employees shall serve a probationary period of six (6) months. During the probationary period the employee shall be subject to all clauses of this Agreement, but shall be on probation and may be disciplined and/or discharged by the Town without

recourse to the grievance and arbitration provisions provided herein, and shall not receive holiday pay.

ARTICLE IV – MANAGEMENT RIGHTS

- 4.1 The Town shall not be limited in any way in the exercise of the functions of management and shall have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items:
- (a) the operation and direction of the Town;
 - (b) the determination of the level of services to be provided;
 - (c) the direction, control, supervision, and evaluation of employees;
 - (d) the establishment or change of job assignments;
 - (e) the determination and interpretation of job descriptions;
 - (f) the increase, change or discontinuation of operations in whole or in part;
 - (g) the institution of technological changes;
 - (h) the revising of processes, systems or equipment;
 - (i) the determination of the location, organization, number and training of personnel;
 - (j) the alteration, addition, or elimination of existing methods, equipment, or facilities;
 - (k) the assignment of duties and work assignments;
 - (l) the assignment to duty stations;
 - (m) the scheduling and assigning of leaves;
 - (n) the scheduling and enforcement of working hours and work breaks;
 - (o) the establishment and change of schedules and shifts;
 - (p) the assignment of overtime;
 - (q) the hiring, appointment and promotion of employees;
 - (r) the continued, limited use and/or employment of the Highway Foreman and/or the Town Clerk to perform bargaining unit work; the use of bargaining unit employees to perform the work of other bargaining unit employees, as needed, in the determination of the Town;
 - (s) the layoff or relief of employees due to lack of funds or of work, or the incapacity to perform duties;
 - (t) the demotion, suspension, discipline or discharge of employees, provided such action complies with Article 15;
 - (u) 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.
- 4.2 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.
- 4.3 The Town's failure to exercise any right, prerogative, or function hereby reserved to it, or the Town's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Town's right to exercise such right, prerogative, or

function or to preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE V - HOURS OF WORK AND OVERTIME

- 5.1 The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages, if any, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Town to any employee of a minimum or maximum number of hours of work per day, per week or per year. The Town's pay records, practices and procedures shall govern the payment of all wages.
- 5.2 The basic work week is between twenty (20) and forty (40) hours (exclusive of any unpaid break as identified in Section 5.3) per week, Monday through Saturday, as determined in the sole discretion of the Town. Should the Town determine to increase or decrease the basic number of hours per week for any particular position, it shall notify the employee and the Union President at least ten (10) working days in advance of the effective date of the change, unless the employee and Union agree in writing to a shorter time frame. Wages will be adjusted accordingly to reflect the increase or decrease in the basic number of hours per week.
- 5.3 Generally, the basic work hours shall be up to eight and one half (8.5) consecutive hours per day starting no earlier than 6:30 a.m., and including one (1) unpaid break of thirty (30) consecutive minutes or, upon written agreement between an employee and the Town (with a copy to the bargaining unit President), up to eight (8) consecutive hours with one (1) paid working break of thirty (30) minutes. The start time shall be determined by the Town in its sole discretion, and may vary, for example, for purposes of including evening or other meetings within the basic work hours. For employees working fewer than seven and one-half (7.5) hours during a day, no break is provided.
- 5.4 Employees shall notify the First Selectman or his/her designee on or before Thursday of any scheduled (or expected) work commitments for the following week which are before and/or after the basic work hours. Employees shall also provide the First Selectman or his/her designee with an estimation of the duration(s) of said required commitment(s). The First Selectman or his/her designee shall in his/her sole discretion, determine whether such after hours' work is required and/or otherwise permissible, and then notify the employee as soon as practicable if and how his/her then-basic work schedule shall be altered, if at all, for that week to accommodate the before and/or after hours required work commitments within his/her total basic work hours for that week.
- 5.5 Should the Town otherwise determine in its sole discretion to change the start time(s), increase, decrease and/or eliminate employee's hours for his/her basic work hours more generally (e.g., employee to work four (4) 10-hour days with three (3) days off; employee to work more hours on one (1) day and fewer hours on another on a regular basis; employee to work more limited hours on a particular day(s) on a regular basis), it shall notify the employee and the bargaining unit President at least ten (10) work days in advance of the effective date of the change(s), unless the employee and Union agree in writing to a shorter time frame.

ARTICLE VI - WAGES AND CLASSIFICATIONS

- 6.1 There will be a wage schedule added to this Agreement as Appendix B, setting forth the wage rates effective during the term of this Agreement.
- 6.2
 - (a) Effective July 1, 2016, wage rates in effect on June 30, 2016 shall receive a two percent (2.0%) general wage increase.
 - (b) Effective July 1, 2017, wage rates in effect on June 30, 2017 shall receive a two percent (2.0%) general wage increase.
 - (c) Effective July 1, 2018, wage rates in effect on June 30, 2018 shall receive a two percent (2.0%) general wage increase.
- 6.3 The Town, in its discretion, and in accordance with any state requirements, may implement bi-weekly pay. The Town also may require that pay checks be direct deposited.

ARTICLE VII - TRANSPORTATION AND TRAVEL

- 7.1 Employees required to use their own personal vehicle for official business shall be compensated at the rate set by the Internal Revenue Service. The Town may, however, in its sole discretion, provide and/or require the use of a Town vehicle.

ARTICLE VIII - HOLIDAYS

- 8.1 Each employee shall receive the following holidays off with full pay.

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Fourth of July	Day after Thanksgiving
President's Day	Labor Day	Christmas Day
Floating Holiday*	Columbus Day	Good Friday
Veteran's Day		

*The Floating Holiday will be determined by the Town in its sole discretion.

- 8.2
 - (a) Any holiday which occurs on a Saturday will be celebrated the proceeding Friday, unless otherwise notified by the Town in advance of same.
 - (b) Any holiday which occurs on a Sunday will be celebrated the immediately following Monday, unless otherwise notified by the Town in advance of same.
- 8.3 Employees assigned to work on a holiday identified in Section 8.1 because of the requirements of their positions, shall be paid at the premium rate of one and one-half times their regular rate of pay for all hours actually worked.

ARTICLE IX - VACATION

9.1 On each anniversary date, employees earn the following vacation leave with pay:

After one (1) year	One (1) week
After two (2) years	Two (2) weeks
After five (5) years	Three (3) weeks
After ten (10) years	Four (4) Weeks

The number of hours per week is the regularly scheduled work hours and is equivalent to the hours that constitute base hours or base pay. Time worked in excess of regularly scheduled hours per day or per week is not included in the calculation of the average number of regularly scheduled hours. For example, an individual is regularly scheduled to work forty (40) hours during a week; the individual is called in or held over on numerous occasions, resulting in him/her actually working an average of forty-two (42) hours per week for a period of time. The number of hours per week for vacation purposes remains the base number of hours, or forty (40) hours.

Under no circumstances will the hours for a vacation week, or the hours for a week in which vacation is taken and the employee otherwise works the remainder of his/her regularly scheduled hours, exceed the employee's average number of regularly scheduled work hours for a week.

The number of hours per day is determined by the average number of regularly scheduled hours per week divided by the average number of regularly scheduled days per week. For example, if any employee is regularly scheduled to work seven (7) hours per day, three (3) days a week for twenty one (21) hours per week, one day equates to seven (7) hours).

9.2 Vacation time shall be used during the anniversary year with a maximum of one (1) week available to carry over to the following anniversary year. These days must be used or lost within one hundred and eighty (180) days of the anniversary date.

9.3 Employees desiring to take vacation leave any time during the year must notify and request leave from the First Selectman or his/her designee at least ten (10) days in advance, except in emergency situations where as much advance notice as practicable shall be provided. Vacation leave is subject to prior approval by the First Selectman or his/her designee.

9.4 Upon retirement or resignation, employees will be paid for all unused vacation time up to twenty-five (25) days.

ARTICLE X – PERSONAL LEAVE

10.1 Each employee shall receive the equivalent of three (3) days of personal leave as of July 1st to be used in that fiscal year (i.e., July 1st – June 30th). Personal hours may not be carried over from one (1) fiscal year to another and are lost if not used by June 30th. The

number of hours per day is determined in the same manner as set forth for vacation leave in Section 9.1.

ARTICLE XI - SICK LEAVE

- 11.1 Each employee shall earn sick leave with pay at the rate of one (1) day of sick leave for each month of service or twelve (12) days per year; earned days will be converted to hours. The number of hours per day is determined by the employee's regularly scheduled hours per week. For example, if an employee is scheduled to work an average of 25 hours per week, then he/she earns sick leave at the rate of five (5) hours per month. Sick leave is credited as of the 1st of the month following the month of completed service. Employees may earn up to a total of two hundred and eighty (280) hours of sick leave.

ARTICLE XII - UNION BUSINESS LEAVE

- 12.1 Up to two (2) members of the Union may participate in collective bargaining negotiations. Unless otherwise agreed to in the parties' ground rules, collective bargaining negotiations shall alternate from occurring during regularly scheduled work hours and after regularly scheduled work hours. Either and/or both participating member(s) shall be allowed the necessary time, without loss of pay, for collective bargaining negotiations, only when such negotiations are scheduled during that member's regularly scheduled work hours. The same member(s) shall be utilized for all negotiation sessions.
- 12.2 One (1) bargaining unit officer or member as designated by the bargaining unit President and one (1) grievant shall be allowed reasonable leave without loss of pay for the purpose of resolving grievances up through and including mediation, but not arbitration.
- 12.3 Union officers shall be allowed, with the approval of the First Selectman, in writing, the aggregate of sixteen (16) hours paid time off to attend official union business and union training opportunities. The Union agrees to submit any request for approval within a reasonable period of time to permit the Town to make appropriate scheduling changes, if necessary. The First Selectman may reject the request if, in his/her sole discretion, the request will result in the impairment of Town operations; such request, however, shall not be unreasonably be denied.

ARTICLE XIII - BEREAVEMENT LEAVE

- 13.1 Any employee who wishes to take leave due to the death of an immediate family member must notify and request such leave from the First Selectman. Up to three (3) consecutive work days of paid bereavement leave will be provided to employees to attend funeral or memorial services, and up to five (5) consecutive work days to attend funeral or memorial services which is held out-of-state. Bereavement leave for employees who are regularly scheduled to work fewer than five (5) days from Monday-Friday is determined by using a regularly scheduled work day as the first bereavement leave day, and then calculating consecutive Monday-Friday days from that point for the determination of the bereavement

leave period. If consecutive Monday-Friday days within the bereavement leave period includes one or more regularly scheduled work day(s), such work day(s) shall be considered a paid bereavement leave day.

"Immediate family member" is defined as the employee's spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandchild, grandparent, brother-in-law, sister-in-law, grandparent-in-law or any other blood relative actually domiciled with the employee.

- 13.2 The number of hours per day is determined in the same manner as set forth for vacation leave in Section 9.1.
- 13.3 If an employee desires more time for purposes of bereavement, personal or vacation leave may be utilized consistent with any provisions regarding the request and approval for said leave.

ARTICLE XIV – INSURANCE

- 14.1 The Town shall provide eligible employees, as determined by the Town and/or carrier, and their eligible dependents with group medical insurance coverage, prescription insurance coverage, and dental insurance coverage (collectively "health insurance" throughout this Article). Eligible employees are those whose basic work week is thirty (30) or more hours, or fewer if required by law.
- 14.2 Alternate Health Insurance. The Town may offer one and/or more alternate medical, prescription and/or dental insurance plans as an option or options to the primary plans, including, but not limited to, an HDHP/HSA. The Town reserves the right to determine the terms, conditions, deductibles, cost shares and all substantive aspects of any alternate, optional plan. Any alternative plan itself shall not be considered part of the collective bargaining agreement.
- 14.3 Employee Cost Shares
 - (a) Effective July 1, 2016, each employee shall be responsible for eleven and one-half percent (11.5%) of the applicable conventional premium rate determined by the insurance carrier(s) or administrator(s) for all health insurance benefits excluding life insurance, accidental death and dismemberment, and short term disability. An employee with individual, two-person or family coverage shall have deducted from his/her wages eleven and one-half percent (11.5%) of the conventional premium rate for individual, two person or family coverage.
 - (b) Effective July 1, 2017, an employee shall have deducted from his/her wages thirteen percent (13%) of the conventional premium rate for individual, two person or family coverage.
 - (c) Effective July 1, 2018, an employee shall have deducted from his/her wages fifteen percent (15%) of the conventional premium rate for individual, two person or family coverage.

- 14.4 Waiver of Health Insurance. Employees may voluntarily elect to waive, in writing, all health insurance upon proof of other health insurance coverage. Payments to those employees waiving all such health insurance shall be made in July of each year for the previous fiscal year in the following amounts:

Single:	\$1500
Two Person:	\$2000
Family:	\$2500

Employees electing this option shall be able to change their election during open enrollment for July 1st, for any reason. In the event there has been a significant change in the employee's circumstances, such as divorce, death of a spouse, etc., resulting in employee's loss of any health insurance coverage, he/she may request to resume Town provided medical and prescription insurance coverage and/or dental insurance coverage. Where a change in an employee's status prompts the employee to resume any Town provided health insurance coverage, the written waiver shall be revoked, and the employee will not be eligible for a waiver payment. An employee may resume Town provided medical and prescription insurance and/or dental insurance only one time during a fiscal year.

Employees otherwise covered by Town of North Stonington or Town of North Stonington Board of Education Insurance shall not be eligible for this waiver stipend.

- 14.5 Life Insurance. Life insurance in the amount of \$100,000 per employee is provided and paid for by the Town. Effective July 1, 2016, eligible employees are those whose basic work week is work thirty (30) or more hours.

ARTICLE XV - DISCIPLINARY PROCEDURE AND DISMISSAL

- 15.1 No employee who has completed his/her probationary period shall be discharged or otherwise disciplined without just cause. Discipline is defined as verbal warning, written warning, suspension and/or discharge.

- 15.2 Normally, discipline shall follow this order:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension
- (d) Discharge

It is mutually understood and agreed by the Town and the Union that deviation from the above order for discipline 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 – SCOPE

- 16.1 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding issued concurrently (or after) with this Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.
- 16.2 The failure of the Town or the Union to insist in any one or more incidents, or 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 XVII - MISCELLANEOUS

- 17.1 (a) The Town agrees to provide each employee with a copy of the current signed Collective Bargaining Agreement within sixty (60) days after the execution date thereof.
- (b) The Town agrees to provide new employees with a copy of the current Collective Bargaining Agreement at their time of hire.
- (c) The Town agrees to provide the Council #4 Office of the Union with two (2) original, signed, Collective Bargaining Agreements at the time of the signing.
- 17.2 The Town will post copies of job announcements for positions identified in Section 1.1 in Town Hall and New Town Hall. The Town shall provide a copy of such announcement to the bargaining unit President.
- 17.3 The Union may post, on bulletin board(s) provided by the Town, notices concerning legitimate Union business. Notices posted shall be dated and authorized by the Union and shall not be derogatory or defamatory in character. The Town reserves the right to remove notices which violate this section.
- 17.4 In the event that the Town Hall is closed for all or part of a work day due to an election, bargaining unit members who regularly work in the Town Hall, who are not otherwise on an approved leave day, and who are unable to be relocated for the period of Town Hall closure, shall be paid for the period of time which the Town Hall is closed and which falls within their regularly scheduled working hours.

If Town Hall should close due to inclement weather, employees who are not otherwise on an approved leave day requested before the determination to close Town Hall shall be paid at a straight time rate for that portion of the time that Town Hall is closed. If an employee elects not to report for duty due to inclement weather when Town Hall otherwise is open, the employee must utilize paid leave (i.e., vacation or personal) for that period of time.

- 17.5 Each July 1st, or at any other time when bargaining unit officers change, the bargaining unit shall provide the First Selectman or his/her designee with a written list of current bargaining unit officers.

ARTICLE XVIII - GRIEVANCE PROCEDURE

- 18.1 A grievance is an allegation by an employee or the Union that the Town has violated an express provision and/or provisions of this Agreement.
- 18.2 Grievances shall identify, at a minimum: (a) the facts; (b) the issue; (c) the date of the alleged violation(s); (d) the provision(s) of the Agreement alleged to have been violated; and (e) the specific remedy or relief sought.
- 18.3 The aggrieved employee may be accompanied by a member of the bargaining unit and/or the Union at any step of the grievance proceedings. A grievance shall be processed in the following steps:

Step 1: The grievance shall be filed, by either one or more employees and/or the bargaining unit, in writing with the First Selectman or his/her designee within ten (10) working days of the occurrence. If desired by the First Selectman or his/her designee, a meeting with the employee(s) shall be scheduled within ten (10) working days of the filing of the grievance. The First Selectman or his/her designee shall render a decision within ten (10) working days of the meeting, if held, or otherwise within ten (10) working days of the filing of the grievance.

Step 2: In the event the grievance is not settled in Step 1 above, the bargaining unit (and not any individual employee or group of employees) has the right and authority, within ten (10) working days of the date of the Step 1 decision, to submit the grievance to the American Arbitration Association ("AAA"), with a contemporaneous copy to the Town in accordance with the applicable rules and procedures. The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Town and the bargaining unit; each party shall otherwise bear its own arbitration expenses.

Notwithstanding, the parties may by mutual written agreement submit the grievance to the Connecticut State Board of Mediation and Arbitration.

- 18.4 The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the bargaining unit 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 bargaining unit. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the bargaining unit, and the Town. The standard of proof in all cases shall be based on a preponderance of the evidence.

- 18.5 Following the filing of a grievance pursuant to Section 18.3 (Step 2) and prior to the date of the arbitration hearing, the Town and the bargaining unit may mutually agree in writing to submit the grievance to non-binding mediation with the State Board of Mediation and Arbitration (“SBMA”). Any SBMA filing and/or other fee for mediation shall be shared equally by the Town and the bargaining unit.
- 18.6 Any time limit specified in this Article, except for the initial filing of a grievance, may be extended by mutual written agreement of the bargaining unit and the Town. If a grievance is not submitted by the bargaining unit to Step 2, within the specified time limit and no extension of time is obtained, it shall be deemed settled on the basis of the Step 1 answer.
- 18.7 When a Step 1 decision is not rendered by the Town within the time limits specified in Step 1, the grievance is considered denied as of twenty (20) working days following submission of the grievance, and the bargaining unit then may proceed to Step 2, provided it does so within the specific time limits enumerated in Step 2.
- 18.8 One (1) bargaining unit officer or member as designated by the bargaining unit President and one (1) grievant shall be allowed reasonable leave without loss of pay for the purpose of resolving grievances up through and including mediation, but not arbitration.

ARTICLE XIX - SAVINGS CLAUSE

- 19.1 If any term or provision of this Agreement is adjudged or declared by a court or administrative body of competent jurisdiction to be invalid and/or in conflict with any law, such term or provision shall become unenforceable. The remainder of this Agreement shall remain effective and negotiations concerning the portion ruled invalid shall begin between the parties as soon as reasonably practicable.

ARTICLE XX – RETIREMENT

- 20.1 The employee shall be entitled to participate in the current and/or comparable retirement plan as provided by the Town. Effective July 1, 2015, the Town shall fund the plan for the employee in the amount of eight percent (8%) of the employee’s base earnings. Effective July 1, 2017, the Town shall fund the plan for the employee in the amount of ten percent (10%) of the employee’s base earnings.

ARTICLE XXI – UNION RIGHTS

- 21.1 New Member Orientation. The Union will be given an opportunity to have a union steward or staff representative speak to new employees for not more than thirty (30) minutes to provide information about the Union and the Master Agreement.

ARTICLE XXII - DURATION

- 22.1 This Agreement commences upon execution following ratification, and shall be in effect and remain in effect through June 30, 2019 and thereafter shall be considered automatically renewed unless either party shall, not earlier than one hundred eighty (180) days and not later than one hundred fifty (150) days prior to June 30, 2019, serve written notice on the other party of a desire to terminate, modify, negotiate, change or amend this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2016.

FOR THE TOWN

FOR THE UNION

Signed: Shawn P. Murphy
First Selectman

Signed: Donald Hill
Union President

Signed:

Signed:

Signed:

Signed:

Signed:

Signed: Staff Representative
Council #4
AFSCME, AFL-CIO

APPENDIX A – PAYROLL DEDUCTION

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

AUTHORIZATION FOR PAYROLL DEDUCTION

By:

Please print Name / Last Name

First Name

Middle Name

To:

Town of North Stonington

Effective _____ I hereby authorize you to deduct from my earnings each
_____ a sufficient amount to 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 #4 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 – WAGE SCHEDULE*

HOURLY POSITIONS

<u>POSITIONS</u>	<u>EXISTING</u>	<u>7/1/2016</u>	<u>AFTER WAGE ADJUSTMENT (IF ANY)</u>	<u>7/1/2017</u>	<u>AFTER WAGE ADJUSTMENT (IF ANY)</u>	<u>7/1/2018</u>
Administrative Assistant to the Assessor	\$21.91	\$22.35		\$22.80		\$23.25
Assistant Foreman	\$24.97	\$25.47	\$26.97 \$1.50/hr.	\$27.51		\$28.06
Administrative Assistant PZO/Land Use	\$19.08	\$19.46		\$19.85		\$20.25
Assistant Town Clerk	\$16.72	\$17.05		\$17.40		\$17.74
Bookkeeper	\$22.64	\$23.09	\$24.09 \$1.00/hr.	\$24.57		\$25.07
IT/GIS Manager	\$29.84	\$30.44		\$31.05		\$31.67

**SALARIED
POSITIONS**

<u>POSITIONS</u>	<u>EXISTING</u>	<u>7/1/2016</u>	<u>AFTER WAGE ADJUSTMENT (IF ANY)</u>	<u>7/1/2017</u>	<u>AFTER WAGE ADJUSTMENT (IF ANY)</u>	<u>7/1/2018</u>
Assessor	\$66,557.65	\$67,888.80		\$69,246.58		\$70,631.51
Senior Planning and Zoning Officer	\$56,859.27	\$57,996.46		\$59,156.38		\$60,339.51
Tax Collector	\$34,272.39	\$34,957.84	\$39,117.84 \$2.00/hr.	\$39,900.19	\$44,060.19 \$2.00/hr.	\$44,941.40