

AGREEMENT
BETWEEN
THE TOWN OF WOODSTOCK
- and -
LOCAL 1303-296 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO

(TOWN HALL EMPLOYEES)

JULY 1, 2017 – JUNE 30, 2020

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AGREEMENT

This Agreement entered into as of the 1st day of July, 2017 by and between the Town of Woodstock, hereinafter referred to as the "Town" and the Woodstock Town Hall Employees Local 1303-296 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I **RECOGNITION**

Section 1.1

The Town recognizes the Union as the sole and exclusive representative with respect to matters of wages, hours and other conditions of employment for eligible employees of the Woodstock Town Hall who work one hundred twenty (120) days per year or more but excluding all elected officials, the Assessor, the Building Official, the Selectman's Secretary/Administrative Assistant, the Town Hall Custodian, the Town Planner/ Zoning Enforcement Officer, Recreation Director and employees who are excluded by State Statute.

Section 1.2

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

Section 1.3

Full-time employee shall be defined as any employee who works 37-1/2 hours per week throughout the year.

Permanent part-time employees shall be defined as any employee who works over twenty (20) hours but less than 37-1/2 hours per week during the year. Permanent part-time employees shall receive all benefits in the Agreement on a pro rata basis, excluding medical and prescription insurance benefits. Permanent part-time employees shall only receive pension benefits in accordance with Article XVI. Seasonal employees shall be defined as any employee who works under one hundred twenty (120) days per year.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.1

The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authorities heretofore had by it and, except where such rights, powers and authorities are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative to manage the affairs of the Town and the direction of the Town Hall work force, including but not limited to the following:

- A. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.
- B. To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the number and type of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to layoff, furlough, terminate or otherwise relieve employees from duty for lack of work, budgetary reasons, or other legitimate reasons when it shall be in the best interests of the Town or the department. In the event of a reduction in the number of employees, on layoff shall be in inverse order of seniority, providing a more senior employee has the qualifications to perform in the position. Recall shall be by seniority if the employee has the qualifications to perform in the position to which the employee is recalled.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town.
- G. To insure that incidental duties connected with the Town operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations provided that this right shall not be used for the purpose or intention of undermining the

Union or of discriminating against its members. All work customarily performed by employees of the bargaining unit shall continue to be so performed by bargaining unit members if they are qualified and capable of performing such work, as determined by the appropriate authority (department head, supervisor or first selectman), unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

- I. To manage Town operations in accordance with budgetary conditions and Proposition 46.

Section 2.2

The above rights, responsibilities and prerogatives are inherent to the Board of Selectmen and the First Selectman by virtue of statutory provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration, but the manner of exercise of such rights may be subject to the grievance procedure of this Agreement.

ARTICLE III

UNION SECURITY AND PAYROLL DEDUCTION

Section 3.1

Each employee in the bargaining unit shall either become a member of the Union in good standing or pay an agency fee, not to exceed the proportionate cost of contract administration and grievance adjustment, for the duration of this Agreement or any extension thereof.

Section 3.2

Upon receipt of a signed authorization form from an employee 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 agency fees as determined by the Union.

Section 3.3

The amount to be deducted upon at least thirty (30) days prior written notification 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 Town.

Section 3.4

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

Section 3.5

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

Section 3.6

The Union agrees to save the Town harmless from any damages incurred by reason of the carrying out of the deduction provisions of this Article, including the claim of an assignment of wages to the Union 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.

Section 3.7

VOLUNTARY PEOPLE CONTRIBUTIONS

The employer agrees to deduct from the wages of any employee who so requests a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE IV SENIORITY

Section 4.1

Seniority, according to this Agreement, shall consist of the length of accumulated continuous paid service each employee has with the Town. A full-time employee's length of service shall be computed from the date of hire upon

successful completion of the probationary period.

A part-time employee's seniority shall be computed from the date of hire upon successful completion of the probationary period and shall be pro-rated according to hours worked.

Section 4.2

Seniority shall be the factor used to determine amount of vacation, and vacation preference. Seniority shall be the factor for promotions, transfers, and vacancies, in the event more than one bargaining unit employee meets the minimum qualifications for a posted position.

Section 4.3

Seniority shall be forfeited under any of the following circumstances:

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

Section 4.4

A seniority list, which includes each employee by name, classification and rate of pay, will be provided by the Town to the Union upon any change to Union membership or upon Union request.

Section 4.5

In the event a layoff is proposed, or pending, the Town shall inform the employee and Union President no less than ten (10) working days prior to any proposed layoff actions.

Section 4.6

- A. Layoffs shall take place in inverse order of seniority with the least senior employee with the minimum qualifications for the job placed on layoff first. Seniority will be the determining factor when there is more than one employee with the minimum qualifications to perform the job.

- B.** Lay-offs shall take effect in the following manner where employees are doing Bargaining Union Work:
- 1) Seasonal employees;
 - 2) Temporary employees;
 - 3) Part-time employees; and
 - 4) Full-time employees.
- C.** Recall of laid off employees shall be the most senior employee who has been laid off with the minimum qualifications to perform the job. For a period of 13 months, the affected employee shall have the right to be recalled to the job from which he or she was laid off or to a similar job if the employee has the minimum qualifications to perform the job.
- D.** No person shall be newly employed until all persons on the recall list have been notified by certified mail and such person either is offered re-employment or declines such re-employment offer. Failure to respond to a notice within 15 days after being sent by certified mail to the employee's last reported address shall be deemed a refusal to accept re-employment.

This provision does not include students, interns, clerks, etc., who are hired by the Town on a temporary basis for projects not related to Bargaining Unit Work.

Section 4.7

Newly hired employees shall serve a probationary period which shall be the first one hundred twenty (120) calendar days of employment. During such period, the employee may be discharged by the Town at will and for any reason. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the employee's probationary period, her/his seniority shall date back to the date of original employment with the Town.

If an employee is laid off during a probationary period, there shall be no responsibility for re-employment by the Town.

Section 4.8

For the purposes of paid leave and seniority, all continuous time worked for the Town of Woodstock since last date of hire under any State or Federally funded program, excluding workfare, shall be included in determining the leave and seniority.

ARTICLE V **PROMOTIONS AND TRANSFERS**

Section 5.1

All vacant positions within the bargaining unit shall be posted for a period of no less than five (5) days on a designated bulletin board prior to the issuance of any public notice of said vacancy.

Section 5.2

- A. 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 probationary orientation period of sixty (60) days.

When an employee is retained in a vacancy or new position for a period of 60 days, the employee shall be considered permanent and assigned to said position. If, within the 60-day period, an employee fails to satisfactorily perform the job duties of the position, or the position is eliminated, or the employee does not wish to continue working in the position, every reasonable effort will be made to return the employee to his/her former position. If that position is not available, or another suitable position is not available, the employee can exercise seniority to take another position as long as the employee is qualified to work in that position.

- B. No employee will be required to undergo testing for any position which may have been re-evaluated, renamed, realigned, or is similar in nature to a position for which the employee has previously qualified.

ARTICLE VI

HOURS OF WORK, OVERTIME

Section 6.1

The basic work week is thirty-seven and one-half (37-1/2) hours, Monday through Friday. The standard work week begins at 12:00 A.M. Sunday and ends the following Saturday at midnight. If it is necessary to change the above hours of work due to budgetary reasons, the Town will negotiate the same with the Union.

Section 6.2

The basic work week shall be 8:30 A.M. to 4:30 P.M. on Monday, Tuesday and Thursday, 8:30 A.M. to 6:00 P.M. on Wednesday and 8:30 A.M. to 3:00 P.M. on Friday. Employees are entitled to one-half (1/2) hour for lunch.

Each employee will be expected to complete a daily time card recording the actual starting and stopping times, the time for lunch, including time away from the Town Hall to purchase lunch or lunches, and overtime worked. Each employee is expected to be in his/her respective work areas, ready for work at the specified starting time. Excessive tardiness (i.e., appearing for work eight or more minutes after an employee's starting time) will be considered grounds for discipline, up to and including discharge.

Any employee assigned to attend meetings, conferences, courses or workshops in excess of their regular work day shall be compensated for the full length of said meetings, conferences, courses or workshops.

Section 6.3

Employees who are assigned to work overtime by the First Selectman or his/her designee, shall be paid her/his regular hourly rate for those hours in excess of 37.5 hours but not in excess of 39 hours and at the rate of time and one-half their hourly rate for all hours worked beyond 39 hours.

Double-time shall be paid for all work performed on Sundays and for all work performed on holidays listed in Section 9.1.

All overtime shall be approved by the First Selectman or his designee. Overtime after 39 hours will be paid in compensatory time at one and one-half times an employee's normal hourly rate, unless the parties mutually agree to some other arrangement. The First Selectman and the employee shall determine, within the appropriate time period, when the compensatory time shall be taken.

Employees that are required to take minutes or attend meetings outside of their regularly scheduled hours shall be paid at a rate of one and one-half times their regular rate.

Section 6.4

An employee who is assigned to work on a holiday by the First Selectman shall be paid in compensatory time at double time the employee's normal hourly rate unless the parties agree to some other arrangement. The First Selectman and the employee shall determine, within the appropriate time period, when the compensatory time will be taken.

Section 6.5

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 of pay at the applicable rate for any such assignment or call-in.

Section 6.6

Each employee must take an unpaid half-hour lunch duty-free break away from their desk and cannot use this time to make up lost time.

Each employee shall be entitled to one paid ten (10) minute break during each day.

ARTICLE VII **WAGES AND CLASSIFICATIONS**

Section 7.1

Wage scales in Appendix B reflect the following general wage increases and are hereby made part of, incorporated into, and attached as Appendix B to this Agreement.

Effective July 1, 2017 all wages in effect on June 30, 2017 shall be increased by two percent (2.0%).

Effective July 1, 2018 all wages in effect on June 30, 2018 shall be increased by two and one quarter percent (2.25%).

Effective July 1, 2019 all wages in effect on June 30, 2019 shall be increased by two and one half percent (2.5%).

Section 7.2

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

Section 7.3

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 the filling of any such newly created position.

Section 7.4

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

Section 7.5

Any employee assigned to work in a higher classification including work above or outside the bargaining unit beyond 30 days shall receive the pay rate for that classification for all such hours worked.

ARTICLE VIII **TRANSPORTATION AND TRAVEL**

Section 8.1

When an employee is authorized to use his/her own personal vehicle for official business, he/she shall be compensated at the rate currently paid by the Town.

ARTICLE IX

HOLIDAYS/PERSONAL DAYS

Section 9.1

Each employee shall receive the following days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day beginning 12:00 noon
Memorial Day	on the day before Thanksgiving
Fourth of July	Day after Thanksgiving
One Floating Holiday beginning	Christmas Day beginning
12:00 noon on New Year's Eve	12:00 noon on Christmas Eve

Or any other day declared a holiday by State or Federal Statute or on which Town offices are closed.

In order to be eligible for any of the above days, an employee must work his/her scheduled work days preceding and following the holiday, except where the First Selectman agrees otherwise. The First Selectman's agreement shall not be unreasonably withheld.

Section 9.2

Any holiday as set forth in Section 9.1 which occurs on a Saturday will be celebrated the preceding Friday.

Any holiday as set forth in Section 9.1 which occurs on a Sunday will be celebrated on the next Monday.

Section 9.3

Full-time employees will be allowed four (4) personal days each year after completion of probationary period; said time must be taken in two hour increments. Personal time cannot be accrued and must be taken before the employee's anniversary date. Requests for personal time must be made twenty four (24) hours in advance and must be approved by the First Selectman or his/her designee in his/her absence.

ARTICLE X **VACATIONS**

Section 10.1

All full-time employees shall earn vacation leave and are entitled to the following vacation leave based on the length of service of the employee using the starting date of employment as a basis:

1-4 years	10 Days
5-9 years	15 Days
10-19 years	20 Days
20 years and over	25 Days

If a holiday falls within the vacation period, an additional day will be granted for the holiday.

Vacation time does not accrue while an employee is on a leave of absence without pay.

Section 10.2

Employees shall receive advance vacation pay on the Thursday prior to their scheduled, approved vacation provided the payroll department has received a time card for that period at least fourteen (14) days in advance and the payment request is for one (1) full week.

Section 10.3

Vacation time shall be taken during the twelve months of qualification and cannot be accumulated from year to year. Earned vacation time shall be paid to an employee upon termination, provided that employee is in good standing, or to a survivor upon death.

Section 10.4

Requests for vacation must be submitted in writing to the employee's immediate Supervisor at least two (2) weeks in advance of the start of the vacation period. The First Selectman, or his designee, shall approve or deny vacation periods. Vacation requests of less than one (1) week are permitted. This two (2) week advancement notice may be waived by the immediate Supervisor under special circumstances.

ARTICLE XI

SICK LEAVE

Section 11.1

- A. Each employee shall earn sick leave with pay at the rate of one and 1/4 day of sick leave for each month of service or 15 days per year to one hundred twenty (120) days.
- B. Employees shall report sick, as soon as possible, but not later than one-half (1/2) hour after the start of normal working time.

Section 11.2

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

- A. Illness or injury, except where arising solely out of or in the course of employment by an employer other than the Town.
- B. Illness or physical incapacity in the employee's immediate family (i.e., spouse/civil union partner, children, foster children, mother, father, grandparents, or parents-in-law), if living in the employee's home, such that the employee's presence at home is required. If the Town believes this provision is being abused by an employee, the Town may require the employee to submit a certification of such illness by a physician.
- C. When the employee is required to undergo medical, optical, or dental treatment.
- D. Certification of illness from a doctor may be requested by the Selectman in the event an illness continues in excess of three (3) days or in the case of a pattern of abuse.
- E. Sick leave may be taken in increments of one quarter (1/4) hours; and
- F. Any employee out of work with an injury covered by Worker's Compensation shall be allowed to use his/her accumulated sick leave to supplement Worker's Compensation payments so that his/her income is equal to his/her income prior to his/her injury.

Section 11.3

Upon retirement from service with the Town of Woodstock, an employee shall receive, on the basis of his/her current regular-time wage rate, fifty percent (50%) of the sick leave benefits which may have accrued to his/her credit to a maximum of sixty (60) days.

In the event of an employee's death, his/her spouse or civil union partner and/or minor children shall receive, on the basis of his/her current regular-time wage rate, fifty percent (50%) of the sick leave benefits which may have accrued to his/her credit to a maximum of sixty (60) days.

In the event an employee becomes disabled, such employee, who has provided a minimum of two (2) years satisfactory service to the Town shall receive, on the basis of his/her current regular-time wage rate, fifty percent (50%) of the sick leave benefits which may have accrued to his/her credit to a maximum of sixty (60) days.

ARTICLE XII **UNION BUSINESS LEAVE**

Section 12.1

The First Selectman, or his/her designated representative shall authorize reasonable paid leave so that three designated Union members may bargain collectively for rights and privileges, when such sessions are scheduled during working hours. In addition, the First Selectman, or his/her designated representative, shall authorize reasonable unpaid leave for any other designated Union member to bargain collectively for rights and privileges when such sessions are scheduled during working hours, if absence of said Union member(s) will not result in disruption of town work.

Section 12.2

One Union Officer and/or member of the Union and the grievant shall be allowed the necessary time off without loss of pay for the purposes of resolving grievances.

ARTICLE XIII
FUNERAL LEAVE

Section 13.1

Three (3) days' leave with pay shall be granted to an employee for death of his/her spouse/civil union partner, children, daughter-in-law, son-in-law, brother, sister, grandparent, grandchild, parents/foster parents, and parents-in-law. Such leave need not be taken on consecutive days.

Employees shall be allowed reasonable time off up to one (1) day with pay to attend a funeral of a person related to the employee other than an immediate family member.

ARTICLE XIV
**MATERNITY LEAVE, MILITARY LEAVE,
JURY DUTY, VOLUNTEER DUTY AND CIVIL LEAVE**

Section 14.1

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

Section 14.2

Leave for military service shall be afforded in compliance with applicable federal and/or state law.

Section 14.3

Leave for jury duty shall be afforded in compliance with applicable federal and/or state law.

Section 14.4

Any employee who is qualified to serve as a Woodstock emergency volunteer firefighter or ambulance aid shall be allowed reasonable time off with pay if, in the opinion of the First Selectman, his/her absences will not result in disruption to the Town work.

Section 14.5

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

ARTICLE XV **INSURANCE**

Section 15.1

After successful completion of their probationary period, the Town shall provide full time employees and their dependents with group medical health insurance.

Effective July 1, 2017, each employee shall contribute the following amount per week towards the cost of his/her medical/health insurance:

Single	Twenty One Dollars (\$21)
Two-Person	Sixty Five and One Half Dollars (\$65.50)
Family	Eighty Eight and One Half Dollars (\$88.50)

Effective July 1, 2018, each employee shall contribute the following amount per week towards the cost of his/her medical/health insurance:

Single	Twenty Three Dollars (\$23)
Two-Person	Sixty Nine Dollars (\$69)
Family	Ninety Three Dollars (\$93)

Effective July 1, 2019, each employee shall contribute the following amount per week towards the cost of his/her medical/health insurance:

Single	Twenty Five Dollars (\$25)
Two-Person	Seventy Two and One Half Dollars (\$72.50)
Family	Ninety Eight and One Half Dollars (\$98.50)

For the term of this contract, the Town is offering the Connecticut Partnership Plan. The Connecticut Partnership Plan is a low-/no-deductible Point of Service (POS) plan that includes dental and vision coverage.

The Town will provide an additional \$300.00 annually for each full time employee to be either placed into the employee's Lincoln National Deferred Compensation Plan or paid out as taxable income. Decision to be made by the employee prior to December 1st of each year.

Section 15.2

Employees who elect not to participate in the medical insurance provided by the Town shall receive a monthly stipend. This stipend is Five Thousand Dollars per year (\$5,000). An employee must provide proof of medical insurance coverage to take this option.

ARTICLE XVI

PENSION

Section 16.1

Each employee who is regularly scheduled to work more than thirty (30) hours per week on a Twelve (12) month basis shall participate in the Municipal Retirement Fund Plan B.

ARTICLE XVII

DISCIPLINARY PROCEDURE

Section 17.1

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

Just cause will include, but not be limited to, the following:

- excessive absence or tardiness;
- deliberate or careless damage to Town property;
- insubordination;
- falsifying documents;
- careless performance of duties;
- being intoxicated or in possession of drugs;
- theft or embezzlement; and
- engaging in illegal activity.

Section 17.2

Disciplinary actions shall generally follow this order:

- A. Verbal warning; and employee may have union representation if desired.
- B. If no improvement within two weeks, a written warning, with a copy to the union representative.
- C. If no improvement within three weeks, discharge.

Section 17.3

All disciplinary actions including (a) above may be subject to the grievance procedure.

Section 17.4

Oral and written warnings may be removed from the employee's records one (1) year after said violation has occurred upon written request from the employee to the Board of Selectmen and provided there has been no additional warnings or disciplinary actions for a similar offense during that period.

No new material, except routine time, insurance and similar documents shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it and has received a concurrent copy of such material. A signature would indicate the receipt of such copy and not agreement. If the employee refuses to sign, a Union representative shall sign the material and be provided a copy.

ARTICLE XVIII **DISCRIMINATION**

Section 18.1

No persons shall be discriminated against with regard to their race, color, sex, sexual orientation, gender identity or expression, national origin, ancestry, religion, age, physical disability, mental disorder, learning disability or Union membership. Such action includes, but is not limited to, employment, upgrading, demotion or transfer, rates of pay or any other forms of compensation, and selection for training including apprenticeship.

Section 18.2

Nothing herein shall be construed as requiring any employee to reside within the Town of Woodstock as a condition of employment.

ARTICLE XIX **SCOPE**

Section 19.1

The terms and provisions herein contained constitute the entire Agreement between the Town 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 19.2

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.

ARTICLE XX **MISCELLANEOUS**

Section 20.1

- A. The Town agrees to provide each employee with a copy of the signed agreement within thirty (30) days after the execution date thereof.
- B. The Town agrees to provide new employees with a copy of this agreement at their time of hire.
- C. The Town agrees to provide the Council #4 Office of the Union with six (6) original, signed, contracts at the time of the signing.

Section 20.2

Copies of all job posting and work rules shall be posted in an area customarily frequented by bargaining unit employees, and a copy of each will be provided to the Union President.

Section 20.3

The Town agrees to provide space for the posting of a bulletin board for the purposes of posting material relating to Union business.

A Union representative may engage in grievance handling and use the Town's telephone for Union business on working time provided that long-distance calls may not be charged to the Town and the practice is not abused. The practice cannot interfere with the efficient operation of the Town.

Available space at the Town Hall may be used for the purpose of Union meetings provided permission is obtained from the First Selectman and in his/her absence, the Board of Selectmen, prior to engaging in such activities and provided meetings

are not held during normal working hours.

Section 20.4

Each employee shall be paid by check weekly in accordance with existing practice.

Section 20.5

Any employee upon termination of employment in good standing shall receive full pay for all unused vacation time.

Section 20.6

All paid leave shall be computed as time worked.

ARTICLE XXI **GRIEVANCE PROCEDURE**

Section 21.1

A grievance can be initiated by the Union, an employee, and the Town. The basis for a grievance may result from a complaint concerning discharge, suspension, layoff or reduction in grade, or a conflict resulting from the application, meaning or interpretation of the provisions of this Agreement. An employee shall be entitled to Union representation at each step of the grievance procedure and at all pre-disciplinary hearings. The purpose of a grievance procedure shall be to settle grievances on as low an administrative level as possible so as to ensure employee morale and to reduce the likelihood of litigation. Additional evidence or further arguments may be submitted by either party at any stage.

Section 21.2

Should the Union, the Town or any employee(s) feel aggrieved, an adjustment may be sought as follows:

Step 1: The employee shall present his/her grievance to the First Selectman within seven (7) days after its occurrence. This transaction may be tape recorded or a Union representative may be present. The First Selectman will attempt to resolve the grievance at once or submit a written answer to the employee within five (5) working days with a copy to the union representative.

Step 2: If the employee is not satisfied with the decision of the First Selectman he/she may, within five (5) days after receiving the decision outlined in Step 1 above, reduce the grievance to writing and request a hearing with the Board of Selectman, 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 resolve is reached at the hearing, the Board of Selectman will render a decision in writing within fifteen (15) days thereafter with copies to the employee(s) and the Union.

Step 3: In the event the employee and/or the Union is not satisfied with the answer received in Step 2 above, the matter may be submitted to mediation by the Connecticut State Board of Mediation and Arbitration in an attempt to reach a mutually agreeable resolve.

Step 4: In the event the matter is not resolved in Step 3 above, the Union or the Town only may submit the matter to the State 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.

The Town shall be able to file a grievance under the contract. The Town shall enter the grievance process at Section 21.2, Step 3.

Section 21.3

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

Section 21.4

The employee shall have the right, at his/her own expense, to be represented by legal counsel of his/her choice.

Section 21.5

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 Town will have the right to file for mediation and/or arbitration unless waived in writing by the Union.

ARTICLE XXII
SAVINGS CLAUSE

Section 22.1

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 and negotiations concerning the portion ruled invalid shall begin immediately between the parties.

ARTICLE XXIII
REOPENER CLAUSE

Section 23.1

This Agreement may be opened on any provision provided that the Town and the Union agree in writing to such effect.

Section 23.2

The Town 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 and neither party shall request, or demand any provision which will in any manner abrogate the understanding set forth herein.

ARTICLE XXIV
DURATION

Section 24.1

This Agreement shall become effective July 1, 2017 and shall remain in effect until June 30, 2020 and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it 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

27th Day of June, 2017.

FOR THE TOWN

Allan D. Walker Jr. 6/27/17
Signed: First Selectman

Signed: _____

Signed: _____

FOR THE UNION

Timothy L. Lizoni
Signed: Union President

Signed: 6/27/17

Signed: _____

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 Town

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 _____

[illegible]

City and State (Print) Zip Code

APPENDIX B

WOODSTOCK TOWN HALL EMPLOYEES CLASSIFICATIONS AND WAGE SCALES

	<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>
Administrative Assistant to the Building Official	24.10	24.64	25.26
Bookkeeper/Assistant Treasurer	26.95	27.55	28.44
Assistant Town Clerk	22.10	22.60	23.17
Assistant Tax Collector	22.10	22.60	23.17
Assistant to the Assessor	22.10	22.60	23.17
Office Manager/Payroll/HR Rep	26.95	27.55	28.44

- At date of hire, new employees will be paid \$2.00 per hour less than the applicable rate above.
- At the end of his/her probationary period, such employee will be paid \$1.50 per hour less than the applicable rate above.
- At the end of one year, such employee will be paid \$1.00 per hour less than the applicable rate above.
- At the end of two years, such employee will be paid at the applicable rate above.
- The Assistant to the Tax Collector is a Part-Time position (Thirty and one half [30.5] hours per week) as of 7/1/17. The current Assistant to the Tax Collector and her dependents are eligible to receive medical insurance until 12/31/17. On 1/1/18, the Assistant to the Tax Collector will be Part-Time

at Twenty Five (25) hours per week and will no longer be eligible for Full-Time benefits such as health insurance.

- The Assistant to the Assessor is a Part-Time position (Twenty Nine and one half [29.5] hours per week) as of 7/1/17 and will no longer be eligible for Full-Time benefits such as health insurance. On 1/1/18, this position will be Part-time at Twenty Five (25) hours per week.
- Employees hired after 7/1/17 for the Administrative Assistant to the Building Official to be paid at the rate equal to the Assistant to the Town Clerk and the Assistant to the Tax Collector.