

AGREEMENT

Between

THE TOWN OF ELLINGTON

-and-

**THE ELLINGTON PUBLIC WORKS DEPARTMENT
AND CUSTODIANS**

**LOCAL 1303.009 OF COUNCIL 4
AFSCME, AFL-CIO**

July 1, 2019 June 30, 2023



**Agreement between the Town of Ellington and the
Ellington Public Works Department and Custodians;
Local 1303.009 of Council 4 AFSCME, AFL-CIO**

July 1, 2019– June 30, 2023

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PREAMBLE:

This Agreement is entered into by and between the Town of Ellington, hereinafter referred to as the Town, and Local 1303.009 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION

- 1.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment for all employees in the Public Works Department (as described in Section 910 of the Ellington Town Charter), excluding supervisors, temporary and seasonal help and part-time employees working less than forty (40) hours per week.

- 1.1 Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town of Ellington, pursuant to any Charter, general or special statute, ordinance, regulation, or other lawful provision, over the complete operations, practices, procedures and regulations with respect to its employees in the bargaining unit, shall remain solely and exclusively in the Town.

ARTICLE II
UNION SECURITY

- 2.0 All employees in the bargaining unit who are now members of the Union may remain members of the Union. All new employees may, ninety (90) days after the date of employment, become members of the Union.
- 2.1 The Town and the Union agree that employees in the bargaining unit may join the Union and in doing so pay whatever Union dues, initiation fees and service fees are required for Union membership or employees may elect not to do so. The Town will withhold Union dues and fees from the wages of employees who provide the Town with written authorization to withhold such dues and fees. The Union shall advise the Town of the amount of the dues and fees and shall provide the Town with advance notice of any changes to either of those.
- 2.2 The deduction for any month shall be made from the second pay period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, not later than the tenth (10th) of the following month.
- 2.3 The Union shall indemnify and hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town for the purpose of complying with the provisions of this Article, or in reliance of any list, notice or assignment furnished under any such provisions.
- 2.4 During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation authorized by the Union, nor shall there be any lockout by the Town in any part of the Town's operation.

ARTICLE III
PRIOR PRACTICE

- 3.0 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE IV
HOURS OF WORK, OVERTIME & HOLIDAY PREMIUM PAY

- 4.0 The basic work day shall be from 7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour for lunch between 12:00 noon and 1:00 p.m., and the basic work week shall be forty (40) hours. The basic work day for the Custodian (second shift) will be from 12:30 p.m. to 9:00 p.m. with one-half hour dinner break between 5:00 p.m. and 6:00 p.m.
- 4.1 Time and one-half shall be paid for:
- a. All work performed in excess of eight (8) hours in any one (1) work day.
 - b. All work performed in excess of forty (40) regular hours in any one (1) work week.
 - c. All overtime work performed on Saturday as such.
- 4.2 Double time shall be paid for all work performed on Sunday.
- 4.3 When an employee is called in or scheduled to work outside of his/her regularly scheduled working hours, he/she shall be paid a minimum of three (3) hours at time and one-half his/her regular hourly rate if the call-in is from Monday through Saturday and double his/her regular hourly rate as provided in 4.2 if the call-in is on a Sunday.
- 4.4 Part-time and/or probationary employees will not be called to work overtime unless there are no full-time employees available.
- 4.6 All overtime work shall be distributed equally among employees within classification within fifty (50) hours annually.
- 4.7 If an employee is scheduled to work overtime and does not avail himself of the opportunity to work, he/she will be charged with the scheduled overtime as if he/she had worked.
- 4.8 All bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available.
- 4.9 The Union shall have the right to see the overtime records at any reasonable time.
- 4.10 Annually, in the month of November, each Union employee will receive a payment of \$250.00 for the purpose of providing food during emergency duty.
- 4.11 A twenty (20) minute break will be allowed all employees between 9:00 a.m. and 10:00 a.m.; and between 2:30 p.m. - 3:30 p.m. for the second shift custodian.
- 4.12 Employees will continue to be paid on a bi-weekly basis. Paychecks shall be distributed every other Friday. New employees are required to have their pay directly deposited into a bank account of their choosing by providing the necessary information to the Town to allow for such direct deposit.

ARTICLE IV
(Continued)

4.13 Summer Hours Schedule

- a. Such schedule shall be in effect from the last week in May through the last week in September, unless terminated by the Town if deemed in the best interest of the Town with seven (7) days' notice to the Union. The Union may request similar consideration.
- b. The summer hours schedule shall modify the basic work day so that all bargaining unit members shall work Monday through Thursday from 6:30 a.m. through 3:30 p.m., with a thirty (30) minute unpaid lunch period. On Fridays, the basic work day shall be from 6:30 a.m. through 12:30 p.m., with no lunch break. The basic work week shall remain at forty (40) hours during this time. The overtime provision set forth in Article 4.1, Section 4.1a shall be modified during the time that summer hours are in effect such that time and one-half shall be paid for all work performed Monday-Thursday in excess of eight and one half (8-½) hours in any one work day and Friday in excess of six (6) hours.
- c. If leave time is used during summer hours, the employee will be charged for hours used. For example, if a sick day is used on a Wednesday, the employee would be charged eight and one half (8-½) hours of sick time; if a sick day is used on a Friday, the employee would be charged six (6) hours of sick time.
- d. The summer hours schedule does not apply to the Custodian working second shift from 12:30 pm to 9:00 pm.

**ARTICLE V
HOLIDAYS**

5.0 The following shall be paid Holidays:

1. New Year's Day	7. Labor Day
2. Martin Luther King's Birthday	8. Columbus Day
3. Presidents Day	9. Veteran's Day
4. Good Friday	10. Thanksgiving Day
5. Memorial Day	11. Day after Thanksgiving
6. Fourth of July	12. Christmas

1/2 day before Thanksgiving and 1/2 day before Christmas only if Christmas Day falls on a Tuesday, Wednesday, Thursday or Friday.

- 5.1 Holidays falling on a Sunday shall be celebrated on the following Monday. Holidays falling on a Saturday shall be celebrated on the preceding Friday.
- 5.2 If a holiday occurs while an employee is on vacation leave, said Holiday shall not be charged against the employee's earned vacation time.
- 5.3 In order to be eligible for holiday pay an employee must work his/her regularly scheduled day before, and his/her regularly scheduled day after the Holiday. This does not apply for a legitimate absence. If sick leave is taken the day before or the day after a holiday, the employee shall be required to provide the Director of Public Works with a doctor's written letter or certificate verifying such illness.

ARTICLE VI
SENIORITY

- 6.0 The Town shall prepare a list of bargaining unit employees showing their seniority in length of service with the Town and deliver the same to the Union on December 1st of each year. New employees shall be added to this list upon completion of their probationary period.
- 6.1 New employees shall serve a probationary period of 180 calendar days and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. New employees who have completed the probationary period shall acquire length of service records as of the date of their employment. The probationary period shall exclude all time not actually worked, such as time lost for sickness and leaves of absence and any other time lost from work. And therefore, in order to satisfy the probationary period, the employee must successfully complete 180 calendar days with the Town.
- 6.2 Layoffs will take effect as follows:
- a. Part-time employees working less than twenty (20) hours per week.
 - b. Part-time employees working twenty (20) hours per week but less than forty (40) hours per week.
 - c. Probationary employees.
 - d. Except as provided for in Section 6.2(e) the employee with the least seniority first, etc.
 - e. An employee scheduled for layoff may replace an employee with less seniority in an equal or lower job classification.
- 6.3 For one (1) year following any layoff, laid-off full-time employees shall be hired until all laid-off employees have been given an opportunity to return to work. After one (1) year, there will be no right of recall.
- 6.4 One week's notice, prior to date employee will start back, shall be given by registered mail, sent to the employee's last known address as of the Town's records.

**ARTICLE VII
PROMOTIONS**

- 7.0 All vacancies will be filled on a seniority basis with the senior qualified person being given the first opportunity to prove he/she can fill the position with a maximum training period of 90 calendar days. If the senior person does not wish to fill the position, the next senior person will have the opportunity and so on. A practical hands-on, written and oral test may be required.

ARTICLE VIII

WAGES

- 8.0 Each employee in the bargaining unit shall work a forty (40) hour week.
- 8.1 Pay rates and classification of positions within the bargaining unit are set forth in Appendix "C".
- 8.2 Employees promoted to a higher classification or temporarily working in a classification higher than his/her own shall be paid at the step on the wage schedule for the higher classification.
- 8.3 Employees shall be covered under the Unemployment Compensation Laws of Connecticut.
- 8.4 The salary schedule, rates of pay and classifications of the present employees attached hereto as Appendix C shall be a part of this agreement.
- 8.5 New hires, may be paid no less than eighty-five (85%) percent of the lowest rate for the classification. After one (1) year of employment, the employee will be brought up to 100% of contract wage for the classification. When an employee is promoted, he/she may be brought up to no less than ninety (90%) percent of the lowest rate for the classification. Upon successful completion of their probationary period, the employee shall be brought up to 100% of the contract wage for the classification.

ARTICLE IX
INSURANCE AND PENSION

9.0 High Deductible Health Plan/Health Savings Account (HDHP/HSA) Plan

The Town shall offer regular full time employees and their dependents, in accordance with the eligibility requirements of the plans, medical insurance benefits as set forth below.

Eligible employees may elect coverage under a HDHP/HSA deductibles of Three Thousand Dollars (\$3,000) for a single and Six Thousand Dollars (\$6,000) for two-person and family coverage. In and out-of-network benefits share the same deductible. For out-of-network the member will have an additional responsibility for 20% of the cost of services after deductible until the cost share maximum ("CSM") reaches \$6,000 single (includes deductible) and \$ 12,000 family (includes deductible). The CSM also includes prescription copays after deductible.

The Town shall fund seventy five percent (75%) of the deductible cost into a Health Savings Account ("HSA") for each employee. The Town will fully fund its deductible annual contribution to the employee's HSA in the first payroll in January provided that each employee shall be required to provide the Town with an appropriate signed authorization to permit the Town to recoup such contributions on a prorated basis in the event the employee separates from employment with the Town or otherwise becomes ineligible for the Town's group medical benefits prior to the end of the contract year for which the Town's HSA contribution applies.

Effective January 1, 2019, employees who elect benefits under the HDHP shall contribute fifteen percent (15%) of the premium cost for said insurance for themselves and their dependents by bi weekly payroll deductions. The employee premium share contribution shall increase to sixteen percent (16%) effective January 1, 2021 through December 31, 2022; and seventeen percent (17%) effective January 1, 2023 through the end of this contract.

The Town's contributions to an employee's HSA shall be prorated by month to reflect the proportional number of months remaining in the plan year for any new employee or for any employee who, due to a qualifying event, enrolls in the HDHP after January of any given HDHP plan year.

The Town's annual contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for employees. The Town shall have no obligation to fund any portion of the HSA plan for individuals upon their separation from employment unless the employee meets the "Rule of 75" and leaves in good standing as defined in Article XVIII. The "Rule of 75" is defined as regular full-time employees whose age plus years of service equal or exceed 75.

ARTICLE IX
(Continued)

- 9.1 If the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 4980I, and/or any other local, state or federal statute or regulation, the Union and the Town agree to reopen this Agreement for the purpose of negotiating (1) alternative insurance plan(s) with a total combined cost that either reduces/mitigates the excise tax or falls below the excise tax thresholds; (2) funding of the excise tax and (3) any other issues presented by the imposition of the excise tax.
- 9.2 The Town shall provide a life insurance policy equal to twice the employee's base salary while employed by the Town. Retirees with twenty (20) years of service shall receive a \$10,000 life insurance policy paid by the Town.
- 9.3 The Town shall provide a short term/long term disability insurance benefit policy at the Town's discretion. This program shall not be subject to the co-pay provisions of the collective bargaining agreement.
- 9.4 Current dental benefits shall continue. Employee premium share contributions shall be the same as what the employee contributes toward his/her health insurance premium.
- 9.5 The Town shall have the right at any time to change insurance providers, plans or to self-insure any of the benefits provided in this Article so long as comparable coverage is maintained. Nothing shall prevent the Town from implementing an insurance benefit it believes is comparable to the prior benefit, subject to the Union's right to grieve as set forth in Article XII.
- 9.6 All references in this Agreement to types of benefits are solely for the purpose of description and identification and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.
- 9.7 Except as otherwise provided below, retirees who meet the "Rule of Seventy-five" shall receive the coverages as stated in Section "9.0" of this Article applicable to active employees, as such coverages may change from time to time through collective bargaining, if under Medicare age. Retirees shall pay the same premium contributions towards insurance premium cost for the benefits elected for themselves as active employees pay, as such amounts may change from time to time through collective bargaining. Once eligible for Medicare, the eligible retiree shall receive the Medicare Subpart A and B riders.

The Town shall pay 100% of the premium cost for the aforementioned Medicare coverage for the eligible retiree. If the employee elects to have dependent coverage by the above insurance, they may do so by paying 100% of the cost for such dependent coverage. Employees who are hired by the Town of Ellington on or after September 28, 2009 shall not be eligible for any Town contribution towards the cost of continued medical insurance benefits (or Medicare) following their retirement, notwithstanding the provisions set forth above.

ARTICLE IX
(Continued)

Employees hired after September 28, 2009, shall not receive any Town contribution to the cost of retiree health insurance coverages listed in this Article Section, but such employees will be able to purchase health insurance through the Town at the Town's cost, provided said employees shall pay 100% of the cost of coverage for themselves and their dependents.

- 9.8 Any bargaining unit employee who shall suffer personal injury in the performance of his/her work and who shall be eligible for payments under the Workers' Compensation Act shall be paid by the Town during the period of his/her incapacity and not to exceed a period of six (6) months, the monetary difference between said employee's weekly straight time wages and the benefits payable to him under Workers' Compensation Act.

If the employee continues to be eligible for payments under the Workers' Compensation Act after the six (6) month period, then the employee can choose to utilize their available sick leave, not to exceed a period of three (3) months, to equalize the monetary difference between said employee's weekly straight time wages and the benefits payable to him under Workers' Compensation Act.

**ARTICLE X
VACATIONS**

- 10.0 The employee's anniversary date of hire will be used to determine the amount of vacation time due. Employees shall be entitled to vacations with pay at the employee's base pay on the following basis:

<u>Length of Continuous Service</u>	<u>Earned Vacation Leave Accrual</u>
0-12 months	5 days = 1.54 hours per pay period*
1 year	10 days = 3.08 hours per pay period
5 years	15 days = 4.62 hours per pay period
10 years plus	20 days = 6.15 hours per pay period

* New employees hired after the signing of the 2016-2019 agreement will earn 1.54 hours per pay period accruing from date of hire and available for use upon successful completion of probationary period, in accordance with Section 10.1. Current employees hired before the signing of the 2016-2019 agreement with less than one year of service will continue to earn 3.08 hours per pay period for 0-12 months of continuous service.

Vacation pay is equal to the employee's regular straight time rate of pay times the number of hours of the employee's normal workweek.

All vacations must be taken and may only be accumulated not to exceed the total amount earned during a two (2) year period.

- 10.1 The vacation period shall run from April 1 to December 1 except when approved by the Director of Public Works. Employees shall give reasonable notice when they expect to take their vacation. Reasonable notice of at least forty-eight (48) hours shall be required for one (1) vacation day.

An employee who is separated or retired from the Town in good standing (as defined in Article XVIII) shall be paid the sum total of his/her accrued vacation leave upon the date of such separation or retirement, no more than the maximum accrual. Such vacation leave shall accrue bi-weekly during the fiscal year on a pro-rata basis, provided that an employee who works less than six (6) months shall not be entitled to a vacation or vacation pay upon separation.

- 10.2 In the event of an employee's death, his/her pro-rata accumulated vacation pay shall be paid to his/her surviving spouse. In the event the employee has no surviving spouse, such payment shall be made to the employee's estate.

ARTICLE XI
LEAVES

11.0 Each employee shall be entitled to twelve (12) sick days per year and said days shall be restricted solely for purposes of usage for sickness verifiable at the request of the Town. Said sick days shall not be accumulated and employees hired after the beginning date of the Agreement shall have the twelve (12) days prorated.

Sick leave may be used for the following reasons:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. Enforced quarantine of the employee in accordance with community health regulations.
- c. Illness or physical incapacity in the employee's immediate family (employee's household) including illnesses relating to pregnancy, when such attendance is required by a physician.
- d. To meet dental or medical appointments during the work day; a one-half hour minimum at either the beginning of the work day or at the end of the work day.
- e. In addition to the Town's rights listed in "a." above, each time more than four (4) consecutive working days are taken as sick days, the employee shall be required to provide the Director of Public Works with a doctor's written letter or certificate verifying such illness.

11.1 Leave of absence for legitimate purposes may be granted upon written request, for a maximum of thirty (30) working days. Employees entering the military service of the United States shall be entitled to indefinite leave without pay. Leave of absence is defined as leave without pay, without accruing of benefits, vacation or sick time, but shall count for seniority.

11.2 One Union Official from the bargaining unit shall be granted paid leave, not to exceed three (3) days in any one year, to attend Union conventions.

11.3 Four (4) days of personal leave shall be granted to each employee in the Bargaining Unit; personal leave shall not accumulate from year to year. Employees shall provide the Town twenty-four (24) hour notice of taking personal days, except in an emergency, when notice shall be given as soon as possible.

11.4 Full-time employees shall be allowed three (3) days off with pay following the death of a member of his/her immediate family, provided the employee is actually in attendance at the funeral or engaged in activities in connection thereto on a day in which the employee would have worked. Immediate family for the purpose of this clause is defined as: parents, spouse, father-in-law, mother-in-law, grandparents, brother, sister, child, stepchild, son-in-law, daughter-in-law, or grandchild and also any relation who is domiciled in the employee's household.

ARTICLE XI
(Continued)

- 11.5 Employees shall be entitled to absence for the purpose of serving on jury duty. The employee shall be entitled to be paid the difference between any monies received for jury duty and his/her normal eight (8) hour day during such service.
- 11.6 Up to two (2) weeks military leave may be granted for the service on Active Reserve or National Guard duty, during which the employee shall be paid the difference between his/her regular salary and military base pay. Such leave shall be in addition to accrued vacation time.
- 11.7 No employee shall lose any seniority standing because of any military service including service in the National Guard or Organized Reserves.

On return from military service an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly increments awarded during his/her absence on military service provided he/she reports for duty within ninety (90) days of his/her discharge from military service.

The employee's accumulation of sick leave, upon leaving, shall be retained to his/her credit when he/she returns.

- 11.8 Employees may be entitled to leave with full pay, to attend the funeral of a deceased employee of the bargaining unit, as follows: If the funeral is in the morning employee's leave will be from 7:30 a.m. to 12:30 p.m. If the funeral is in the afternoon, employee's leave will be from 11:30 a.m. to 3:30 p.m. Additional time will be allowed if time allotted is not sufficient because of travel time required to attend the funeral.

ARTICLE XII
GRIEVANCE PROCEDURE

- 12.0 Grievance arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of the employer-employee relationship will be processed in the following manner at the request of either party:
- a. Between the aggrieved employee, the Steward and the Director of Public Works. Grievances must be submitted to the Director of Public Works within ten (10) working days of the occurrence giving rise to the grievance.
 - b. In the event there is no settlement within five (5) working days in Step (a) above, the matter shall be submitted in writing by the aggrieved employee, the Union Representative and/or the Steward, to the First Selectman. The First Selectman shall arrange a meeting with all those concerned present to review the facts.
 - c. In the event there is no settlement within twelve (12) working days in Step (b) above, the matter may be submitted by the Union to arbitration by the State Board of Arbitration. The decision of the arbitrator shall be final and binding on both parties.
- 12.1 Officers or Stewards of the Union as shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations shall be granted a reasonable amount of time without loss of pay to conduct such business.

ARTICLE XIII
SAFETY AND HEALTH

- 13.0 The Public Works Safety Committee shall be comprised of the First Selectman or his/her designee, the Director of Public Works, the Foreman, Assistant Foreman and one volunteer to come from the following work positions: Maintainer I, Maintainer II, Mechanic and Custodian. If volunteers are unavailable, one may be assigned for any unrepresented position.
- 13.1 Employees shall be allowed one-half (1/2) hour eating break every five (5) hours taken on overtime work with no loss of pay.
- 13.2 The Town shall provide foul weather gear, i.e. raincoats, rain hats, boots, gloves, etc. and for their care as necessary.
- 13.3 Beginning July 2019, in the first paycheck of July, each Union employee will receive their annual payment of \$300.00 for the purpose of providing safety shoes.
- 13.4 The Town may provide, free of charge to the employees, medical injections or immunizations as determined by the First Selectman.
- 13.5 The Town shall provide free of charge, uniforms for all Department of Public Works Union Employees. The Town shall provide reflective vests and reflective hats at no cost to the employees.
- 13.6 Any employee who holds a CDL license and is required to have a medical exam to maintain his/her license shall utilize one of the Town-approved medical facilities, which shall be set up to invoice the Town for ~~be reimbursed for~~ any out-of-pocket expenses associated with his/her DOT physical and license renewal.

ARTICLE XIV
DISCIPLINARY PROCEDURE

- 14.0 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied. The Town shall have the right to discipline or discharge employees for just cause. Disciplinary penalties comprise three (3) groups: warnings, suspensions or demotions and discharges.
- a. Under normal circumstances, discipline shall be applied in progressive order - i.e. first warning, then suspension or demotion, then discharge.
 - b. In cases of serious employee misconduct, this progression need not be followed and employees involved may be discharged, suspended or demoted for the first offense.
- 14.1 All suspensions and discharges must be in writing with reason stated and a copy given to the employee and the Union at the time of suspension or discharge.
- 14.2 Disciplinary actions other than discharge shall normally follow the steps outlined in Appendix B.
- 14.3 No employees shall be discharged without just cause.

ARTICLE XV
PENSION

Employees hired on or before June 30, 2012 shall be covered by State Employees Fund Plan B. Employees hired on or after July 1, 2012 shall be eligible for Retirement Plan offered to Town Employees (Town of Ellington 401A Money Purchase Plan) as set forth in Section 9-4 of the Personnel Rules and Regulations of the Town of Ellington. For information purposes, as of July 12019, the Town contributes 7.1% of pay, plus a matching provision up to 4.64% of pay.

In the event that any litigation pursued through final appeal results in a ruling that a municipal entity may not require new employees to enroll in a Defined Contribution Plan while employees hired before a date certain shall be enrolled in the State Employees Fund Plan B described above, then the parties shall reopen Article 15 of this Agreement for purpose of determining how the Town shall comply with any such ruling.

ARTICLE XVI
SAVINGS CLAUSE

If any section, sentence, clauses or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, clause or phrase.

ARTICLE XVII
MANAGEMENT RIGHTS

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the Town, whether exercised or not, shall remain solely and exclusively vested by the Town. More specifically, the Town shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, including but not limited to the following:

- a. To determine the methods and levels of 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, including personnel policies, and from time to time, to change or abolish such policies, practices or procedures;
- c. To maintain the efficiency of governmental operations and services and to set the standards of services to be offered by Town employees;
- d. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;
- e. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Town's operations;
- f. To employ, direct, schedule assign, appoint, discipline, transfer, promote or demote employees, lay off, terminate, or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Town;
- g. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Town requirements;
- h. To determine the content of job descriptions and/or classifications and to revise same as deemed necessary and to ensure that incidental duties connected with Town operations, whether enumerated in job descriptions or not, shall be performed by employees;
- i. To fulfill all of the Town's legal responsibilities
- j. To determine work schedules of employees;
- k. To determine the methods, means and personnel by which the Town's operations are to be conducted; and
- l. To establish contracts or subcontracts for, or to otherwise reassign, any of the Town's operations currently being performed by bargaining unit members provided no bargaining unit employees are available to perform such work in accordance with past practice, excluding the second shift custodian.

ARTICLE XVIII
RESIGNATIONS

- 18.1 Written notice of resignation must be filed with the First Selectman at least two (2) weeks in advance of separation. An employee resigns in good standing if a written statement of reasons for the resignation is received at least fourteen (14) calendar days prior to the effective date of the resignation and if such employee returns all Town property, records, and assets before departure. The First Selectman may permit a shorter period of notice because of extenuating circumstances.
- 18.2 An employee who resigns in good standing shall be entitled to pay up to and including the last day which he/she worked.
- 18.3 In addition, the employee shall be paid for any vacation time which is due at the date of termination which has not been taken provided the employee has followed the requirements of this Article.

ARTICLE XIX

DURATION

This Agreement shall be effective as of July 1, 2019, and shall remain in full force and effect until June 30, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during negotiations and until notice of the termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination dated which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 5th day of September

TOWN OF ELLINGTON
BOARD OF SELECTMEN


Signed: Lori Spielman
First Selectman

FOR LOCAL 1303.009 OF COUNCIL #4
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO


Signed: Joshua Hebert
President


Signed: Travis Cromack
Staff Representative

APPENDIX A
LONGEVITY/STORM WATCH

Longevity:	5 to 10 years of service	\$100.00 each year
	11 to 15 years of service	\$150.00 each year
	16 to 20 years of service	\$250.00 each year
	21 to 25 years of service	\$350.00 each year
	26 years and over	\$450.00 each year

Beginning July 2017, longevity payments shall be included with the first paycheck in July of each year. Employees hired after July 1, 2012 shall not be eligible for longevity benefits.

Storm Watch Payment: A \$1,000.00 storm watch rate, in addition to his/her annual salary, shall be paid to the Foreman or his/her designee.

Storm Watch will not be mandatory below Crew Chief.

The Storm Watch designee shall be paid at \$7.00 per day not to exceed \$1,000 per person.

APPENDIX B
DISCIPLINE
[Reference XIV]

Penalties comprise three groups: Warnings, Suspensions and Demotions.

1. Warnings - The Director of Public Works may, for disciplinary purposes warn any permanent employee in his/her department. Such warnings shall be in writing with a copy to the First Selectman, a copy to the employee and a copy to the Union. All such copies to be signed by the employee.
2. Suspensions - The Director of Public Works may, in the case of an employee whose record shows a previous warning for a similar offense suspend a permanent employee without pay for such length of time as he/she considers appropriate not to exceed ten (10) days.
3. Demotions - The Director of Public Works may, recommend a reduction in salary of an employee within the range provided in the pay plan or recommended demotion of the employee for just cause. A written statement of the reasons for any such action shall be furnished to the employee and a copy filed with the Union and the First Selectman at least five (5) days prior to the effective date of the action. No demotion shall be made as a disciplinary action unless the employee to be demoted is eligible for permanent employment in a lower class and shall not be made if any permanent employee in the lower class would be laid off by reason of this action. Any permanent employee who is demoted may appeal for a hearing, in writing, to the Board of Selectmen within five (5) calendar days after date of service or such notice or demotion.
4. Resignations - To resign in good standing an employee must give the First Selectman at least fourteen (14) calendar days prior WRITTEN notice unless the First Selectman, because of extenuating circumstances, agrees to permit a shorter period of notice. The First Selectman shall send a copy of each resignation received by it to the Union, together with a statement as to the resigned employee's service record and pertinent information concerning the cause for resignation. If an employee terminates his/her employment without complying with the provision of this section, the Supervisor shall immediately notify the First Selectman and the Union and such fact shall be entered on such employee's service record, and may be cause for denying him or her future employment by the Town. The resignation of any employee who fails to give notice shall be reported to the First Selectman and the Union by the Supervisor immediately. The First Selectman may take steps to verify reasons for any resignation; it shall notify the employee in writing as to the acceptance of his/her resignation and shall notify the Union of the effective date of his/her resignation.

APPENDIX B
(Continued)

Any employee aggrieved by any action taken under Sections 1 through 5, inclusive may appeal through the Grievance Procedure. Said right to appeal shall include the right to appeal in cases in which a penalty, including a warning, was recommended to but not ordered by the First Selectman. In all cases where recommendations of disciplinary action is made but not carried out, the First Selectman shall have the power to order all written evidence of said recommendation removed from the service record of the individual concerned and the employee shall so be notified. In the event the First Selectman fails to order the written evidence of the recommendation removed from the service record, the aggrieved party may appeal through the Grievance Procedure to order the written evidence of the recommendation removed from the service record of the individual concerned.

5. Any verbal or written discipline warning(s) issued under the provisions of this Article will be sealed and not used for progressive discipline after two (2) years.

APPENDIX C
WAGE GRID
 [Reference Article VIII]

Town Proposal	Full Time Positions	2.75%	2.75%	2.75%	2.75%
	2018	2019	2020	2021	2022
Foreman	\$38.18	\$39.23	\$40.31	\$41.42	\$42.56
Assistant Foreman	37.12	\$38.14	\$39.19	\$40.27	\$41.37
Lead Mechanic	36.40	\$37.40	\$38.43	\$39.49	\$40.57
Mechanic I	31.43	\$32.29	\$33.18	\$34.09	\$35.03
Crew Chief/Special Projects	36.40	\$37.40	\$38.43	\$39.49	\$40.57
Crew Chief WPCA	35.21	\$36.18	\$37.17	\$38.20	\$39.25
Crew Chief	35.21	\$36.18	\$37.17	\$38.20	\$39.25
Maintainer II	33.50	\$34.42	\$35.37	\$36.34	\$37.34
Maintainer I	31.43	\$32.29	\$33.18	\$34.09	\$35.03
Laborer	24.75	\$25.43	\$26.13	\$26.85	\$27.59
Lead Custodian	30.85	\$31.70	\$32.57	\$33.47	\$34.39
Custodian	29.57	\$30.38	\$31.22	\$32.08	\$32.96
WPCA Tech/Maintainer II	33.50	\$34.42	\$35.37	\$36.34	\$37.34
WPCA Tech/Maintainer I	31.43	\$32.29	\$33.18	\$34.09	\$35.03

Appendix D
DATE OF HIRE
[Reference Article IX]

Employee	Date of Hire
Hebert, Joshua	08/19/98
Galicchio, Kimberly	12/18/00
Moser, Ronald	08/06/01
Suchecky, Jason	08/13/01
Gambacorta, Kevin	08/03/04
Pare, Benjamin	10/10/06
Daugherty, Richard	11/27/06
Bull, Shawn	02/25/08
O'Brien, Rebecca	02/25/08

Employees hired prior to September 28, 2009, shall continue to be eligible to receive retiree health insurance per Article IX, Section 9.7 of the Agreement.