

**TENTATIVE AGREEMENT**

**BETWEEN**

**THE TOWN OF VOLUNTOWN**

**- and -**

**LOCAL 1303-258 OF COUNCIL 4**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES  
AFL-CIO**

**TOWN HALL AND HIGHWAY DEPARTMENT EMPLOYEES**

**July 1, 2024 - June 30, 2028**

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## **AGREEMENT**

This Agreement entered into as of the first day of July, 2024, by and between the Town of Voluntown, hereinafter referred to as the “employer” and the Voluntown Public Works Employees Local 1303-258 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the “Union.”

### **ARTICLE I - RECOGNITION**

#### **Section 1.1**

The employer recognizes the Union as the sole and exclusive representative with respect to all matters of wages, hours and other conditions of employment for all employees of the Voluntown Public Works Department

#### **Section 1.2**

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

### **ARTICLE II – UNION DUES AND PAYROLL DEDUCTION**

#### **Section 2.1**

Upon receipt of an employee’s signed authorization *form* to deduct membership dues or voluntary agency fees, a copy of which is attached to this Agreement as Appendix A, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the employer is notified in writing by Council 4 that the employee is no longer a member. Council 4 reserves the right to modify and or replace any such authorization form.

#### **Section 2.2**

The amount will be certified by a responsible Union Officer in writing and may be raised or lowered by the Union at any time upon notification by said officer to the Employer.

### **Section 2.3**

The Union agrees to indemnify and save the Employer harmless from and against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action or inaction taken by the Employer for the purpose of complying with any provision of this Article.

### **Section 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 voluntary service fees were deducted along with a list of names of employees' from whom the deductions have been made.

## **ARTICLE III – DEFINITIONS**

### **Section 3.1**

The term “employee” as used herein refers to a Town worker for whom the Union has been certified as the exclusive bargaining representative.

### **Section 3.2**

The term “full time” refers to an employee who is regularly scheduled to work 40 hours or more per week.

### **Section 3.3**

The term “part time” refers to an employee who is regularly scheduled to work less than 40 hours per week.

### **Section 3.4**

Temporary and seasonal employees are not included under the terms of this Agreement.

### **Section 3.5**

The term “First Selectman” refers to the First Selectman or his/her designated representative.

## **ARTICLE IV - SENIORITY**

### **Section 4.1**

Seniority, according to this Agreement, shall consist of the length of accumulated paid service each employee has with the Employer. Each employee's length of service shall be computed from the date of the employee's appointment as an employee. If an employee leaves town service but returns within 1 year, his seniority will return back to the service time they had before they left the town.

### **Section 4.2**

Layoffs shall take place in the inverse order of seniority within classification providing that an employee in a higher classification with more seniority shall have the right to bump into a lower classification in the event a layoff takes place.

### **Section 4.3**

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

### **Section 4.4**

Seniority is forfeited under any of the following circumstances:

- 1) Voluntary resignation or retirement.
- 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 known address of a laid-off employee.
- 4) Failure to return to work upon expiration of a leave of absence without notification from the employee.

### **Section 4.5**

A seniority list will be provided to each employee by name, classification and rate of pay at the start of each fiscal year.

#### **Section 4.6**

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

#### **Section 4.7**

Layoff shall take effect in the following manner:

- (a) Seasonal employees
- (b) Part-time employees
- (c) Full-time employees, with the least senior employee in the affected classification placed on layoff first, etc.

#### **Section 4.8**

No temporary or part-time employees will be used while regular employees are on layoff.

#### **Section 4.9**

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

#### **Section 4.10**

Newly hired employees shall serve a probationary period of three hundred and sixty-five (365) days during which period they shall receive all of the benefits of this Agreement except the right to grieve discharge or discipline through the grievance procedure and Holiday pay.

### **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 in each area serviced by bargaining unit members 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 promotional probationary period of sixty (60) days.

When an employee is retained in a vacancy or new position for a period of 60 days, then he/she shall be considered permanent and allocated to said position if the position continues to exist, otherwise he/she shall return to his/her former position.

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

## **Section 5.3**

Any employee who receives a promotion under the provision outlined herein shall be returned to the position he/she previously held in the event the position is not funded during the first one-hundred twenty (120) calendar days of the promotion. After one-hundred twenty (120) calendar days the employee shall remain at the promoted position.

# **ARTICLE VI - HOURS OF WORK, OVERTIME**

## **Section 6.1**

The work week for Public Works employees shall consist of forty (40) hours, Monday through Friday.

## **Section 6.2**

- (a) The basic work week for full-time Public Works employees shall be eight (8) consecutive hours per day, Monday through Friday from 6:00 am to 2:00 with a one-half hour paid lunch to be taken no later than 12:00 noon. The First Selectman may alter the hours for business or emergency purposes for up to thirty (30) days. Thereafter such alteration is subject to mutual agreement of the parties.
- (b) Part-time Public Works employees shall work those hours designated by the First Selectman or designee.
- (c) There will be one fifteen (15) minute paid coffee break prior to noon. The time period within which the break is to be taken shall be at the discretion of the Road First Selectman or his/her designee.

### **Section 6.3**

Employees who are assigned to work overtime by the First Selectman or because of requirements of their positions in meeting public needs, shall be paid at the rate of time and one-half their hourly rate for all hours worked beyond eight (8) hours in any one day or (40) hours in any one (1) week

### **Section 6.4**

- (a) Employees assigned to work on Sundays, including Holidays which fall on Sunday, shall receive double time for all such time worked.
- (b) Employees who are assigned to work on a holiday by the First Selectman or because of the requirement of their positions in meeting the needs of the public shall be paid at the rate of time and one-half their hourly rate for all such time worked in addition to the holiday pay.

### **Section 6.5**

No employee shall be required to take time off for the purpose of offsetting overtime. If agreed upon with the first selectman, employees may request to credit their vacation time to 1.5 per overtime hours worked. Employees may request to credit their vacation time to 2.0 per overtime hours worked on Sundays.

### **Section 6.6**

Summer hours may be altered by mutual agreement between the First Selectman and the employees to provide an earlier starting and finishing time.

### **Section 6.7**

Any employee assigned or called in for emergency call in, outside of, but not contiguous with, the end of the normal workday shall receive a minimum of four (4) hours pay at the applicable overtime rate.

### **Section 6.8**

Overtime will be distributed in accordance with the applicable overtime list as equally as possible among those who are on the list. A refusal (including failure to respond after receiving notice) to work voluntary overtime shall be charged as time worked for equalization purposes. All bargaining unit employees, when required, shall work in snow and ice conditions.



## **Section 6.9**

It is mandatory for all Public Works employees to work during emergency situations when required by the Selectman. Failure to comply can/will result in disciplinary action.

## **Section 6.10**

On a regularly scheduled workday, employees assigned emergency duty will be granted a four (4) hour paid rest break after sixteen (16) hours of work

# **ARTICLE VII - WAGES AND CLASSIFICATIONS**

## **Section 7.1**

- (a) Effective July 1, 2024, all wages in effect for current employees shall be increased by three and one-quarter percent (3.25%) See Appendix B.
- (b) Effective July 1, 2025, all wages in effect shall be increased by three and three quarters percent (3.75%). See Appendix B.
- (c) Effective July 1, 2026, all wages in effect shall be increased by three and one half percent (3.50%). See Appendix B.
- (d) Effective July 1, 2027, the wages in effect for all current employees shall be increased by three and one-half percent (3.50%) See Appendix B. New Hires may be hired at up to five (5%) percent less than the then existing wage rate in the wage schedule. Such employees will then progress as follows: for employees who have worked more than 6 months as of the July 1, they will earn a wage increase to the then existing wage rate on the wage schedule. For employees who have worked less than 6 months as of July 1, they shall earn a wage increase equivalent to half of the difference between their rate and the then existing wage rate on the wage schedule; as of the following July 1 they shall earn the then existing wage rate as of that July 1. For example, if the wage rate on the wage schedule is \$20 as of 7/1/20, and an employee is hired 11/30/20, he/she may have a starting wage rate of \$19 (5% less than \$20), but move to the actual wage rate on the wage schedule as of 7/1/21. If an employee is hired on 4/30/20 and started at \$19 and the actual wage rate on the wage schedule as of 7/1/20 is \$21, he/she would receive a wage increase equal to half the difference between \$21 and \$19, or \$1 as of 7/1/20, and then move to the actual wage rate on the wage schedule as of 7/1/21.

## **Section 7.2**

Classifications of employees shall be clearly defined as to the requirements of selections, duties performed, labor grades.

## **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 shall receive the pay rate for that classification for all such hours worked.

# **ARTICLE VIII - HOLIDAYS**

## **Section 8.1**

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

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

Any other day declared a Holiday by State or Federal statutes.

## **Section 8.2**

- (a) Any holiday which occurs on a Saturday will be celebrated the proceeding Friday.
- (b) Any holiday which occurs on a Sunday will be celebrated the next day (Monday).

- (c) Employees shall receive one floating holiday which must be taken during the week of the employee's birthday.

### **Section 8.3**

Part time employees shall receive pro-rated Holidays benefits when a Holiday falls on a regularly scheduled workday.

## **ARTICLE IX - VACATIONS**

### **Section 9.1**

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

Year One – Four	Ten (10) days
Year Five – Nine	Fifteen (15) days
Year Ten	Twenty (20) days
Year Fifteen	One additional day per year up to a total of Twenty-five (25) days

### **Section 9.2**

Vacation time shall be used during the fiscal year with five (5) days available for carryover. Additional days may be carried over only with written approval of the first selectman or when operational needs of the town prevent an employee from using all their vacation in the year it was earned. Accumulated vacation time shall not exceed ten (10) days.

### **Section 9.3**

Employees may take vacation at any time during the year, provided that proper notice has been given, and that it is determined by the First Selectman, that no foreseeable conflict or operational issue exists in maintaining Town services. Proper notice is defined as at least two weeks in advance. Approval shall be determined in one week's time.

Contingency in lieu of the approved vacation is the responsibility of the Town. The maximum amount of vacation an employee may take is two (2) consecutive weeks. In case of conflict as to the selection of time off between bargaining unit members, the First Selectman will follow the policy of giving preference based on seniority.

#### **Section 9.4**

Part time employees shall receive pro-rated vacation benefits.

### **ARTICLE X - SICK LEAVE**

#### **Section 10.1**

- (a) Each employee shall earn sick leave with pay at the rate of fourteen (14) days per contract year. Unused sick days may be accumulated to one hundred (100) days.
- (b) An employee shall elect to receive full compensation for each unused sick day up to a maximum of five (5) days per year or to add the five (5) days to the employee's bank in lieu of compensation. If the employee elects compensation, he/she shall be paid on or about July 1 of each year for the previous contract year and the second nine (9) days per year shall accumulate in the employee's bank if they are not used in the earned year.

#### **Section 10.2**

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) When the employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours.
- (c) When the illness of a member of the employee's immediate family requires his personal attendance.
- (d) The Selectman may request a medical certificate by a doctor to substantiate illness in the event of an illness extending longer than five (5) days or in the event habitual abuse is indicated.

#### **Section 10.3**

Part time employees shall receive pro-rated sick leave benefits.

## **ARTICLE XI - UNION BUSINESS LEAVE**

### **Section 11.1**

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

### **Section 11.2**

Two Union Officers and/or members of the Union shall be allowed the necessary time off without loss of pay for the purposes of resolving grievances through Step 2.

For Step 3 and Step 4 (grievance mediation and arbitration) of the grievance process the employee involved, or the Union president if a Union grievance, shall be allowed the necessary time off without loss of pay for the purposes of resolving the grievance.

## **ARTICLE XII - FUNERAL LEAVE**

### **Section 12.1**

In the event of death in an employee's or employee's spouse's immediate family, any employee shall be granted up to five (5) working days of leave without loss of pay. For the purposes of this section, immediate family is defined as: spouse, mother, father, brother, sister, daughter, son, mother-in-law, father-in-law. Three (3) working days with pay shall be allowed for the death of grandparent, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law, stepmother, stepfather, Stepchild One (1) working day with pay for aunt, uncle. If more time is needed, personal or vacation time may be taken.

### **Section 12.2**

Funeral leave in addition to leave granted in 12.1 above may be granted by the First Selectman or his designated representative.

## **ARTICLE XIII - MILITARY LEAVE AND JURY DUTY**

### **Section 13.1**

The Employer will comply with the provisions of the Uniform Services Employment and Reemployment Act of 1994.

### **Section 13.2**

Any employee called to report for jury duty will be allowed the necessary time off. The employer shall make up the difference between the pay received for jury duty and the employee's regular pay, if any.

## **ARTICLE XIV - INSURANCE AND PENSION**

### **Section 14.1**

The Town reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure or fully insure as it deems appropriate for any form or portion of the insurance coverage referred to in this article, so long as the new coverage and benefits are substantially equivalent to the then existing insurance. For purposes of this paragraph, substantially equivalent means disruption not less than 90% of network services then-currently available.

In addition, the Town may offer one and/or more alternate health insurance plans as an option(s) to the primary health insurance plan, including, but not limited to, an HDHP/HSA. The Town reserves the right to determine the terms, conditions, cost shares, and all other substantive aspects of any alternate plan.

Employees shall contribute to the cost of medical coverage as follows:

Effective July 1, 2024, employees shall contribute seventeen and one-quarter percent (17.25%) for the PPO Plan.

Effective July 1, -2025 employees shall contribute seventeen and one-half percent (17.5%) for the PPO Plan.

Effective July 1, 2026 employees shall contribute seventeen and three-quarters percent (17.75%) for the PPO Plan.

Effective July 1, 2027, employees shall contribute eighteen percent (18%) for the PPO Plan.

### **Section 14.2**

Full time employees shall receive an annual stipend in lieu of medical insurance as follows:

Single - \$1,500  
Plus One - \$2,000  
Family - \$3,000

### **Section 14.3**

All bargaining unit members shall be eligible for participation in a Town sponsored 457 (b) deferred compensation plan. Effective July 1, 2024, the Town shall contribute annually the following percentage of the full time employee's annual, base wage to the Town sponsored 457 (b) deferred compensation plan as follows:

July 1, 2024	10.25%
July 1, 2025	10.50%
July 1, 2026	10.75%
July 1, 2027	11.00%

### **Section 14.4**

Group Life Insurance. The Town will provide a \$50,000 Group Life Insurance Policy for each employee while employed with the Town, consistent with the insurance carrier's eligibility rules.

## **ARTICLE XV - DISCIPLINARY PROCEDURE AND DISMISSAL**

### **Section 15.1**

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

### **Section 15.2**

Disciplinary actions shall generally follow this order:

- (a) verbal warning
- (b) written warning
- (c) suspension
- (d) discharge

It is understood that deviation from the above order for disciplinary actions 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.

### **Section 15.3**



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

Notwithstanding the foregoing, the discipline and/or discharge of an employee who is on probationary status shall not be a violation of this Agreement and/or subject to the grievance and/or arbitration provisions provided herein.

#### **Section 15.4**

All disciplinary action, written warnings, or any other type of actions shall be removed from the employee's records four (4) years after said violation had occurred provided there have been no additional warnings or disciplinary actions from the same offense during that period.

### **ARTICLE XVI - DISCRIMINATION**

#### **Section 16.1**

The provisions of this contract shall be applied equally to all employees without discrimination because of age, sex, marital status, race, color, disability, sexual orientation, creed, national origin, political affiliation or Union membership.

### **ARTICLE XVII - SCOPE**

#### **Section 17.1**

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 17.2**

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

#### **Section 17.3**

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

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1**

- (a) The employer agrees to provide each employee with a copy of the signed Agreement within thirty (30) days after the execution date thereof.
- (b) The employer agrees to provide new employees with a copy of this Agreement at their time of hire.
- (c) The employer agrees to provide the Council 4 Office of the Union one signed copy and a scanned copy of the contract.

### **Section 18.2**

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

### **Section 18.3**

The Union may post on existing bulletin boards, provided by the Town for the posting of notices by individual employees, notices concerning legitimate Union business. Notices posted shall be dated and authorized by the Union and shall not be derogatory, defamatory or scurrilous in character. The Town reserves the right to notify the Union to remove notices which violate this provision.

### **Section 18.4**

Each employee shall be paid biweekly according to the Town Payroll service.

### **Section 18.5**

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

### **Section 18.6**

Paid leave, with the exception of sick leave, shall be computed as time worked.

### **Section 18.7**

Each employee shall receive three (3) days personal leave annually without loss of pay.

### **Section 18.8**

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

### **Section 18.9**

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

### **Section 18.10**

The Town agrees there will be no lockout of any of its employees and the Union agrees there will be no strike during the term of this Agreement or extension thereof.

### **Section 18.11**

Any employee required to work after his/her regular working hours shall, if time extends beyond 7:00 P.M., be entitled to a meal allowance and thereafter shall be entitled to a meal allowance every six (6) hours at the following rates:

Dinner	\$25.00
Breakfast	\$25.00
Lunch	\$25.00

If an employee is called to work two hours prior to the start of the regular working day, he/she will receive a meal allowance for breakfast and later meals as stated above. Any employee called to work for overtime in excess of four (4) hours shall receive meal allowance in accordance with the above schedule.

### **Section 18.12**

- (a) The employer shall provide each Public Works employee with reimbursement up to \$300.00 per year for ANSI approved safety shoes. Employees must provide receipts for reimbursement
- (b) Public Works employees annually will be issued uniforms as follows: eleven (11) pants, eleven (11) shirts, two (2) jackets, two (2) pair of coveralls and two (2) sweatshirts. Employees will pay a thirty percent (30%) co-pay per bi-weekly

paycheck. The amount will be revised on July 1<sup>st</sup> of each year. Any lost uniforms will be the financial responsibility of the employee. Uniforms are only for work purposes, including travel to and from work, and shall not be worn outside of work.

- (c) The Town will provide each Town Road Crew employee with one (1) pair of regular prescription safety glasses with permanently attached side shields every year.

### **Section 18.13**

The Town reserves the right to send any employee for random drug/alcohol testing without prior notice.

### **Section 18.14**

All Public Works employees must pass a DOT physical every two years. The Town will pay for one (1) routine DOT physical per year.

### **Section 18.15**

Employees will be provided with a town cell phone. The town will pay for one cell phone per contract. Any on duty lost or broken cell phones will be replaced by the Town. Any off duty lost or broken cell phones will be the financial responsibility of the employee.

## **ARTICLE XIX - GRIEVANCE PROCEDURE**

### **Section 19.1**

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.

### **Section 19.2**

Should 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 fifteen (15) working days after its occurrence. The First Selectman will attempt to resolve the grievance at once and submit a written answer to the employee within five (5) working days.

### **Step 2**

In the event the matter is not resolved in Step 2 above, the Union 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 thirty (30) calendar days following the submission of the written answer in Step 1. Nothing herein precludes the parties from mediating any grievance with the SBMA.

### **Section 19.3**

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 Union 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 mutual consent of the Town and the Union. 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 Union and the Town.

### **Section 19.4**

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

## **ARTICLE XX - MANAGEMENT RIGHTS**

### **Section 20.1**

Under applicable statute the rights, powers, and authority held by the Town under the lawful statutory provisions over matters involving the operations of the Town including, but not limited to, the management and the director of the working force in the responsibility of the employer, including the right to hire, transfer, promote, retain, discipline, or discharge for proper cause, make reasonable rules, maintain efficient operation, to release employees due to lack of work, to determine the methods, processes used, introduce new or improved facilities, and extend, limit or curtail its operations, when in its sole discretion it may deem it advisable to do so, provided this will not be used for the purpose of discrimination against the Union or any employee or to avoid, or be inconsistent with, any of the provisions of this Agreement and in accordance with the provisions of the Municipal Employee Relations Act in all matters relevant to collective bargaining.

In addition, all management functions and responsibilities which the Town has not expressly modified or restricted by a specific provision of this Agreement are retained and vested in the Town.

## **ARTICLE XXI - SAVINGS CLAUSE**

### **Section 21.1**

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 XXII - REOPENER CLAUSE**

### **Section 22.1**

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

### **Section 22.2**

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

### **Section 22.3**

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 XXIII - DURATION**

### **Section 23.1**

This Agreement shall become effective July 1, 2024, and shall remain in effect until June 30, 2028, and from year to year thereafter unless either party notifies the other in accordance with MERA that it wishes to commence negotiations on a successor agreement.

### **Section 23.2**

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

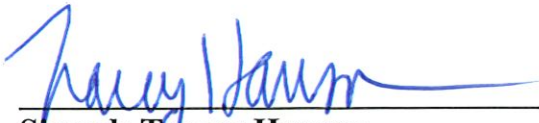
### **Section 23.3**

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



IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_  
day of August, 2024.


**FOR THE EMPLOYER**

  
Signed: Tracey Hanson  
First Selectman

**FOR THE UNION**

  
Signed: Ron Wheeler  
Union President

  
Signed: Julie Zelinsky  
Finance Director

  
Signed: John DeVito  
Staff Representative  
Connecticut Council 4  
AFSCME, AFL-CIO

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

By: \_\_\_\_\_  
Please Print    Last Name                      First Name                      Middle

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 dues, and/or voluntary 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.

City and State (Print) Zip Code

## APPENDIX B

07/01/24    07/01/25    07/01/26    07/01/27

<b>PUBLIC WORKS - ROAD WORKER I</b>	\$29.06	\$30.18	\$31.24	\$32.33
<b>PUBLIC WORKS - ROAD WORKER II</b>	\$32.71	\$33.94	\$35.13	\$36.36