

Packet #2
TC Meeting
2-2-2021

WORKING AGREEMENT

between

TOWN OF PROSPECT

and

**LOCAL 1303-379 OF COUNCIL 4
AFSCME, AFL-CIO**

July 1, 2020 to June 30, 2022

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This Agreement is made by and between the Town of Prospect, Connecticut, (hereinafter referred to as the "Town") and Local 1303-379 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH

ARTICLE 1 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for:

All full-time employees of the Town of Prospect working in the Public Works Department, excluding supervisors and all others excluded by the Act.

ARTICLE 2

PROBATIONARY AND TEMPORARY EMPLOYEES

- Section 1:** Newly hired employees shall be considered probationary employees for a period of ninety (90) days from the date of employment.
- Section 2:** The Town may discharge the probationary employee at any time before the successful completion of the probationary period and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.
- Section 3:** Upon successful completion of the probationary period, an employee shall have his seniority calculated from his date of hire.
- Section 4:** The Town may hire temporary employees for general work in the Town environs.
- Section 5:** The hourly rate of pay for temporary employees shall be set at the Town's discretion but in no event shall such rate of pay exceed the pay rate of current employees.
- Section 6:** Temporary employees shall not be entitled to any fringe benefits, including (but not limited to) sick leave or other leaves of absence, holidays, vacation, insurances, pension, etc., nor shall they be covered by any other provision of this Labor Agreement.
- Section 7:** The retention of such temporary employees shall be at the sole discretion of the Town except as limited herein. No temporary employee shall be guaranteed employment if a regular position becomes available. However, if such employee is hired into a regular position, he/she shall serve the initial probationary period set forth in this Agreement and his/her seniority shall be determined by the date of hire into a regular position.

ARTICLE 3 – UNION SECURITY

- Section 1:** The Town will deduct from the pay of employees who provide written authorization for such deductions, such membership dues, and service fees as may be fixed by the Union.
- Section 2:** Deductions under this Article shall be made during the last payroll period of the month and remitted to the Union along with a list of names of employees from whose wages such deductions have been made.
- Section 3:** The Union shall indemnify and hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes the sole and exclusive prerogative of the Town to operate and manage its affairs in all respects in accordance with its public trust and interest, and further recognizes that the powers and authority which the Town has customarily possessed in the past, and has not had officially and specifically abridged, delegated or modified by this Agreement, are retained by the Town.

ARTICLE 5 - HOURS OF WORK

- Section 1:** The regular work week shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday, 7:00 a.m. to 3:00 p.m. with a twenty (20) minute paid meal break at noon each working day which must be taken on the job-site.
- Section 2:** Employees shall be entitled to a paid coffee break of fifteen (15) minutes at approximately 9:00 a.m. and approximately 2:00 p.m. Employees shall not leave the work site during the 2:00 p.m. coffee break only. Employees shall not consume alcoholic beverages during break or work time. The Assistant Director of Public Works may schedule the coffee break to avoid unnecessary disruption of the Town's operations. A ten (10) minute wash up period shall be permitted at the end of the workday.
- Section 3:** An employee called in to work outside his regularly scheduled hours shall receive a guarantee of four (4) hours pay at the contractual rate except that an employee who is called in and works continuously before the start of his

regular work day shall be paid for these hours at the contractual rate. The Town will pay employees from the time the employee is called into work, provided that the employee arrives within forty (40) minutes after such call.

Section 4: Employees shall be paid one and one-half (1 ½) time their regular rate of pay for all hours worked in excess of forty (40) during the work week. Employees shall receive a paid ten (10) minute break during each four (4) hours of overtime and a paid thirty (30) minute meal break during each eight hours of overtime midway in that work period. Employees shall be allowed to leave the work site during paid breaks when Town refreshment facilities are available. The current practice shall be continued. The paid breaks may be scheduled breaks to avoid unnecessary disruption of the work.

Section 5: The Town shall equalize the distribution of overtime among employees qualified to perform available overtime throughout the year by utilizing a rotation list posting as described below. Overtime shall be required between November 15 and April 15 each year.

- a. A chart shall be drawn and maintained by the Director of Public Works listing employees top/down based on seniority of each day of each month of the year.
- b. Firstly, overtime shall be offered to the senior person down until all in line have been offered/or refused to work overtime, whereupon such employee shall be charged such hours whether worked/or refused.
- c. Thereafter, all employees shall be offered overtime based on the employee lowest in hours being asked first and so on.
- d. During the period November 15 to April 15 each year, overtime offered shall be required as set forth above, and must be equalized within 24 hours every two (2) months and otherwise (November 15 to April 15) each month.
- e. Outside the above mentioned mandatory period (April 16 to November 14 each year) employees may refuse overtime work or be charged, except it shall be incumbent upon the two (2) least senior employees to accept such overtime.
- f. Employees on medical leave, vacation leave, short-term disability leave, workers' compensation leave, or FMLA leave shall, upon their return from leave, be credited with the higher of (i) their actual overtime hours or (ii) the overtime hours of the bargaining unit employee with the lowest number of overtime hours.

- g. Employees shall be asked for overtime no less than forty-eight (48) hours before the event.

Section 6: The Town will allow employees to respond to emergency calls when such employees are members of the Town's Volunteer Fire Department, provided that a Public Works emergency shall take precedence over other emergencies.

ARTICLE 6 – JUST CAUSE

Section 1: Employees shall not be disciplined or discharged except for just cause.

It is the Town's general practice to use progressive disciplinary counseling procedures between the employee and their immediate supervisor in which the supervisor will explain the charges and allow the employee to explain his or her position. The procedures provide for sanctions to be imposed on an employee to correct inappropriate behavior, whether the behavior is a single offense, repeated offenses of a similar nature, or multiple offenses of differing nature.

When possible and appropriate, the steps of progressive discipline will be as follows:

Verbal Warning
Written Warning
Suspension
Discharge

The Town reserves the right to skip, advance or repeat any level of discipline that it deems appropriate. Depending on the individual circumstances, the Town may, at its option, advance the level of discipline to the step it deems appropriate, up to and including immediate discharge from employment.

Section 2: A copy of any written disciplinary action shall be placed in the employee's personnel file and copies shall be furnished to the Union and affected employee within five (5) working days.

ARTICLE 7 - SENIORITY, LAYOFF, RECALL

Section 1: Seniority is defined as the total continuous length of service in the bargaining unit since the employee's last date of hire.

Section 2: An employee shall lose his seniority when he:

- a. Quits voluntarily or retires.
- b. Is discharged for just cause.
- c. Fails to return to work within five (5) days after notice of recall.
- d. Is absent, except for layoff, for three (3) consecutive working days without notice to the Assistant Director of Public Works or his designee. In the event of an emergency, such notice shall be given as soon as possible.
- e. Is laid off for a period of eighteen (18) consecutive months.

Section 3: The Town will lay off employees in inverse order of seniority, provided that the employees to be retained are qualified to perform available work. The Town will recall employees in reverse order of layoff, with the last laid off to be the first recalled.

Section 4: Layoffs shall be in the following order:

- a. Seasonal or temporary employees;
- b. Part-time employees;
- c. Probationary employees;
- d. Full-time employees.

Section 5: Laid off employees shall be entitled to recall according to seniority for a period of eighteen (18) months from layoff, provided that the affected employee must keep the Town advised of his current address. If the employee notifies the Town by certified mail prior to the execution of recall rights and prior to the expiration of the original eighteen (18) month recall period that they wish to extend the recall time for additional six (6) months, it shall be granted.

Section 6: The Town shall provide the Union a seniority list updated annually.

Section 7: New hires shall not accrue seniority until after successful completion of the probationary period. Upon successful completion of the probationary period, seniority shall be calculated from the employee's date of hire.

ARTICLE 8 - GRIEVANCE PROCEDURE

- Section 1:** A "grievance" is a dispute over the application or interpretation of a specific provision of this Agreement, and shall be processed exclusively in accordance with the procedure set forth herein. The parties agree to resolve grievances on as low an administrative level as possible.
- Section 2:** The Union may appoint a steward solely for the purpose of discussing grievances in accordance with this Article. The Union staff representative will be given reasonable access to the Town offices for purposes of investigation and processing grievances in accordance with this Article. Employees shall not engage in Union activity during working time except as necessary to process a grievance in accordance with this Article.
- Step 1.** A grievance must be presented in writing to the Assistant Director of Public Works no later than seven (7) working days after the events giving rise to the grievance allegedly occurred. The Assistant Director of Public Works, the steward and the grievant shall meet within seven (7) working days after the grievance is received to resolve the grievance. The Assistant Director of Public Works may resolve or deny the grievance subject to the final approval of the Mayor.
- Step 2.** If the grievance is not resolved at the Step 1 meeting, the Union representative may present the grievance in writing to the Mayor within five (5) working days of receipt of the Step 1 decision. The Mayor or his designee, the Union staff representative and the grievant shall meet within ten (10) working days after the grievance is received to resolve the grievance. The Mayor shall issue a decision within fifteen (15) working days after the grievance is received.
- Step 3.** In the event the Mayor and the Union staff representative fail to reach a mutually satisfactory settlement at the Step 2 meeting, the Union may within 30 calendar days of receipt of the Mayor's Step 2 decision file the grievance with the State Board of Mediation and Arbitration (the "Board") and use mediation services if mutually agreeable to the Town and the Union.
- Section 3:** The decision and award of the arbitrator shall be in writing and shall be final and binding upon all parties. The arbitrator shall have no authority to change, amend, add to, or subtract from any of the specific provisions of this Agreement and shall have the authority only to determine whether, by the acts alleged in the grievance, the Town misinterpreted or misapplied the specific provision expressed in the Agreement as the Union claims.

Section 4: The time limits specified herein may only be extended by mutual written agreement of the Town and the Union. Failure by the steward or the Union representative to process a grievance within the time limits provided above shall be deemed a waiver of such grievance, and the grievance shall be considered resolved in accordance with the position of the Town. Failure by the Town to meet or respond to the grievance within the time limits provided above shall permit the Union to process the grievance to the next step within the time limits set forth above.

Section 5: An employee with information necessary to the dispute and their local, shall attend arbitration and prohibited practice conferences and hearings without loss of pay. The Union shall be reasonable with the use of witnesses.

ARTICLE 9 - HOLIDAYS

Section 1: The following days are designated and observed as paid holidays for employees:

| | |
|-------------------------------|--|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Lincoln's Birthday | Veterans Day |
| President's Day | Thanksgiving |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Floater (either employee's birthday to be taken during birth month--or day for religious observance) |

The Town shall also provide a paid holiday on the day before Christmas if such day falls on a regularly scheduled work day. The Town will provide one-half paid holiday for the day before New Year's Day if such day falls on a regularly scheduled work day.

Section 2: If the holiday, except for Christmas Eve or New Year's Eve, falls on a Sunday, the holiday will be observed on the following Monday. If the holiday, except for Christmas Eve or New Year's Eve falls on a Saturday, the holiday will be observed on the preceding Friday. If there is a conflict between these provisions and the federal Monday Holiday Law, the federal law shall prevail.

In accordance with Article 9, Sections 1, 2 and 6(a), the Christmas and New

Years holidays shall be treated as follows during the term of this Agreement: