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WORKING AGREEMENT

between

THE TOWN OF CLINTON

-and-

CLINTON SUPERVISORY EMPLOYEES LOCAL 818 OF COUNCIL #4

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

July 1, 2024 - June 30, 2027

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**WORKING AGREEMENT**  
**between**  
**THE TOWN OF CLINTON**  
**and**  
**CLINTON SUPERVISORY EMPLOYEES LOCAL 818**  
**of COUNCIL #4**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,**  
**AFL-CIO**

This Agreement is entered into by and between the Town of Clinton, hereinafter referred to as the "Town" or the "Employer" and Local 818 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE I**  
**RECOGNITION**

**Section 1.1**

The Town of Clinton hereby recognizes Local 818 of Council #4, of the American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive bargaining agent for all supervisory employees of the Town, except the Town Engineer, on all matters of collective bargaining including wages, hours, and other conditions of employment.

**ARTICLE II**  
**UNION SECURITY AND PAYROLL DEDUCTIONS**

**Section 2.1**

All employees in the bargaining unit may become a member of the Union, or pay a service charge equal to the monthly Union dues, for the duration of this Agreement or any extension thereof.

**Section 2.2**

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Employer agrees to deduct from the employee's pay, each payroll period, such dues and/or service fees as determined by the Union.

**Section 2.3**

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 a thirty {30} day written notification by the Union to the Employer.

#### **Section 2.4**

Such payroll deductions, as provided herein, shall be remitted to the Treasurer, Local 818 of Council #4 by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

#### **Section 2.5**

If for any reason an employee has no pay available from which the dues may be deducted, the deduction will take place beginning the payroll period in which he/she does have pay available and continuing biweekly until back deductions are made up, at which time he will return to the monthly basis.

The Union agrees to hold the Town harmless against any and all claims that may arise as a result of complying with the provisions of this Article 2 of the Agreement.

#### **Section 2.6**

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Employer's operation by the employees of this bargaining unit, nor shall there be any lock-out by the Employer in any part of the Employer's operation affecting employees within this bargaining unit.

### **ARTICLE III** **SENIORITY**

#### **Section 3.0**

Employees hired on and after the date of signing of this Agreement shall remain probationary until after completion of nine (9) months of service from the date of last hiring. Employees shall have no seniority rights during this probationary period, and their employment may be terminated at any time during the probationary period at the sole discretion of the Town. During the probationary period, the performance of the probationary employee shall be reviewed after three (3) months of employment, and thereafter for each month remaining in the probationary period.

#### **Section 3.1**

Seniority, according to this Agreement shall consist of the length of accumulated continuous paid service each employee has with the Employer as a full-time employee. Each employee's length of service shall be computed from the date of the employee's first full day of actual employment. Seniority shall continue to accrue while on all leaves of absence. However, benefits shall not be earned during such leaves of absences.

### **Section 3.2**

Seniority shall be the factor used to determine the amount of vacation and vacation preference.

### **Section 3.3**

Seniority is 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 certified mail, to the last known address of a laid off employee; and
4. Retirement.

### **Section 3.4**

A corrected seniority list, which includes each employee by name, classification and rate of pay, will be provided by the Employer to each employee annually during a month mutually agreeable to the Town and the Union.

### **Section 3.5**

In the event a layoff is proposed or pending, the Employer shall inform the Union President no less than fifteen (15) working days prior to any proposed layoff actions. Said notice shall be in writing with the name and position of the employee(s) affected.

### **Section 3.6**

In the event of layoff, the employee with the least seniority in a classification within the seniority group being reduced, shall take place in the following manner:

- A. An employee subject to reduction shall displace the least senior employee in the same pay range within his/her seniority group providing the employee is qualified to fully perform the duties of the employee being displaced.
- B. If ineligible to displace the least senior employee in the same pay range within the seniority group, the employee subject to reduction shall displace the least senior employee in the next lower paying pay range, providing that the employee is qualified to fully perform the duties of the employee being displaced.
- C. The employee subject to layoff may continue to exercise his/her seniority in the same manner until a less senior employee is displaced or until no additional possibility of displacement exists, at which point, the employee subject to layoff shall be laid off.

- D. Employees shall exercise their seniority only within their respective seniority groups.
- E. Layoffs shall take place in the following order:
  - 1. part-time employees (working less than 20 hours per week);
  - 2. probationary employees; and
  - 3. full-time employees.
- F. Any employee laid off because of elimination of position shall be given forty-five (45) calendar days' notice of such action. Such employee shall be entitled to return to the employment of the Town in the position from which he was terminated within two (2) years of the layoff date provided that the employee is able to perform the duties of the position and provided further that the employee returns to the position within four (4) weeks after the Town forwards a notice of recall to the employee at his/her last known address.

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## **ARTICLE IV**

### **PROMOTIONS AND TRANSFERS**

#### **Section 4.0**

Promoted employees shall remain probationary in the new position until after completion of three (3) months of service from the date of promotion. A promoted employee may be demoted and returned to original status at any time during the probationary period, at the sole discretion of the Town. Such promoted employee(s) may elect to return to his/her original status at any time during the probationary period.

#### **Section 4.1**

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 4.2**

Bargaining unit members who qualify shall be given preference to fill all vacancies either promotional or non-promotional prior to the hiring of any new employee for the position.

**ARTICLE V**  
**HOURS OF WORK, OVERTIME**

**Section 5.1**

The basic work week is forty (40) hours, Monday through Friday, except for, the Director of Parks and Recreation, Deputy Finance Director and the Director Youth and Family Services Bureau, whose basic full time work week shall be thirty-five (35) hours, Monday through Friday.

**Section 5.2**

- A. The basic work day for forty (40) hour employees shall coincide with Town Hall hours, Monday through Friday, subject to change by mutual agreement between the Town Manager and the affected employee, with one (1) hour for lunch.
- B. The basic work day for thirty-five (35) hour employees shall be seven (7) hours per day, Monday through Friday, between the hours of 9:00 A.M. and 4:00 P.M., subject to change by mutual agreement between the Town Manager and the affected employee, with one (1) hour for lunch.

**Section 5.3**

- A. All employees who are assigned to work overtime by the Town Manager or because of requirements of their position in meeting public needs shall be paid at the rate of straight time for all hours worked beyond their regularly scheduled hours up to forty (40) hours in any one week. Employees shall not work over forty (40) hours in one week unless they request and receive approval to do so. An exempt employee may receive compensatory time off upon mutual agreement between the Town and the employee. Such agreement shall be in writing. Nonexempt (hourly) employees should be paid overtime. The Department Head shall be responsible for ensuring that compensatory time is tracked. All compensatory time, earned and used, must be documented on a form provided by the Town Manager.
- B. The rates of compensation above shall be calculated by dividing each position's annual salary as listed in Appendix C by the sum of the position's regularly scheduled hours per week multiplied by fifty-two (52) (i.e.  $\$33,000 \div (40 \times 52) = \$15.87$ ).

## **ARTICLE VI**

### **HOLIDAYS**

#### **Section 6.1**

All employees covered under this Agreement shall receive the following paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Fourth of July

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day

#### **Section 6.2**

In the event a holiday occurs during an employee's vacation he or she shall have a day added to the vacation or take an additional day off at his or her discretion, subject to the approval of the Town Manager.

#### **Section 6.3**

In order for an employee to receive holiday pay, an employee must work the last full scheduled workday preceding the holiday and the next full scheduled work day after the holiday, unless the employee is absent on approved leave on such day(s). However, no employee shall utilize personal leave on such day(s) without prior approval of the Town Manager or his/her designee. If any employee utilized sick leave on such day(s), he/she shall submit a written physicians statement in order to receive holiday pay.

## **ARTICLE VII**

### **WAGES AND LONGEVITY**

#### **Section 7.1- Wage Rates**

All wage rates effective during the term of this Agreement shall be reduced to writing and added to this Agreement as Appendix C.

#### **Section 7.2 - Wage Rates for Newly Hired Employees**

All Employees hired on and after July 1, 2014 may be hired at an initial salary ranging down to twenty percent (20%) less than or up to 20% greater than, the salary established on Appendix C for the position involved, at the sole discretion of the Town. The Town and the Union agree that, for the duration of this contract, this provision shall apply only to those newly hired into the bargaining unit.



### **Section 7.3 - Wage Increase 2024-2025**

Effective July 1, 2024, the wage rates in effect on June 30, 2024, shall be increased by three and a quarter percent (3.25%).

Effective July 1, 2024, the manager of information technology will receive a 5% equity adjustment to his salary along with the GWI.

### **Section 7.4 - Wage Increase 2025-2026**

Effective July 1, 2025, the wage rates in effect on June 30, 2025 shall be increased by three and a quarter percent (3.25%).

### **Section 7.5 - Wage Increase 2026-2027**

Effective July 1, 2026, the wage rates in effect on June 30, 2026 shall be two percent (3.25%)

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Annually in the first period of July, each member of the bargaining unit employed as of June 5, 2019 shall receive a lump sum payment of Five Hundred Dollars (\$500.00), for their Professional Certification or equivalent.

Employees hired after June 5, 2019 shall receive a lump sum payment of up to Five Hundred Dollars (\$500.00), for any Professional Certification or equivalent that is required by the Town, or is required for the employee's position.

### **Section 7.7**

If an employee is hired by the Town that meets the State and Town requirements and is approved as the Director of Health, the parties agree to meet and discuss the wages and benefits for such employee.

## **ARTICLE VI11 INSURANCE & PENSION**

### **Section 8.1- Medical, Dental and Vision Benefits**

Full-time employees and their dependents shall be eligible for medical and dental benefits as soon as the insurance carrier processes their application.

1. The only medical insurance plan offering shall be the State of Connecticut Partnership 2.0 Plan ("SPP"), including any subsequent amendments or modifications made to the SPP by the State and its employee representatives, or one that is comparable in accordance with contract

terms. The premium rate, terms and administration of the SPP shall be established by the SPP and any changes to those shall be applicable to all bargaining unit employees.

The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or non-compliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1,400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee insured. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1,400 annual deductible shall be implemented through claims administration. The Union shall hold the Town harmless for any errors the SPP administrators may make in administering the HEP.

2. The Town shall pay the following portion of the cost for an eligible employee and eligible dependents for enrollment in this health insurance coverage:

Effective July 1, 2024	83 percent
Effective July 1, 2025	82.5 percent
Effective July 1, 2026	82 percent

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Employees shall be responsible for paying fifty percent (50%) of any increases in total premium cost in excess of ten percent (10%) that may be incurred from the prior year.

A requirement for the above additional contribution to the premium share is continued participation in the State Partnership Plan, as described herein, Should the Town utilize the provisions of this agreement to change insurance carriers, the above language will be null and void and removed from the contract.

The Town shall maintain a Section 125 Plan which will enable employees to make contributions toward medical and dental benefits on a pre-tax basis, to the extent permitted by law.

### **Section 8.2 - Life Insurance**

The Town agrees to provide and pay the cost of life insurance for each employee as follows:

- |   |   |
|---|---|
| A. First nine months of employment:               | \$10,000  |
| B. Ten months and subsequent years of employment: | Two times their annual salary rounded up to the nearest thousand. |

### **Section 8.3 - Pension**

Each employee shall be covered by the provisions of the Municipal Employee Retirement Fund Plan in accordance with its eligibility requirements.

#### **Section 8.4 - Change of Insurance Carriers**

Nothing herein shall be interpreted to prevent the Town from obtaining coverage which is substantially equivalent as a whole from alternative insurance carriers, including those with preferred provider networks, or through a health maintenance organization, or through self-insurance, provided, however, that there shall be no overall increase in expense to any bargaining unit member, and provided further that there is no interruption in coverage, except that the Union may reject any proposed change in insurance carriers on the basis of non-equivalent coverage, within thirty (30) days from notice of such proposed change. In the event the Union rejects the proposed change in insurance carriers, the Town may submit the question of whether the proposed insurance coverage is substantially equivalent as a whole to the present coverage to the State Board of Mediation and Arbitration which shall arbitrate the issue in accordance with its rules. The arbitrators' decision shall be in writing and shall be final and binding. The cost of arbitration shall be borne equally by the Town and the Union.

#### **Section 8.5 - Waiver of Benefits**

The Town will continue its practice of offering a waiver of insurance to all eligible employees in accordance with the signed waiver in Appendix Band in the following fixed amounts based on elected coverage; Single Coverage \$3,800.00, 2- Person Coverage \$8,000.00, or Family Coverage \$10,200.00. In order to be eligible for the waiver payment in Appendix B, the employee must not be covered by any other medical/dental/vision plan of the Town or the Clinton Board of Education.

#### **Section 8.6 - Managed Benefits**

The Town shall have the right to adopt managed benefits or other cost containment measures including, but not limited to, second surgical opinions, pre-admission certification, utilization review, and reasonable penalties for non-compliance.

#### **Section 8.7 - Termination**

Each employee upon termination may elect to maintain medical, dental, and vision coverage pursuant to 'COBRA' and be allowed to remain under such coverage pursuant to the rules and regulations of 'COBRA'.

#### **Section 8.8 - Retirement**

Effective July 1, 1997, the Town shall make available to employees who retire with the Town of Clinton medical and benefit coverage in effect at their retirement providing the employee pays one hundred percent (100%) of the premiums. The rates offered to the employee will be the Town rate when the employee reaches the age of 62 and/or up to 65. After the age of 65 the Town will no longer make such administration of the medical benefit plan available.

For employees hired after June 5, 2019, the following shall apply:

Upon retirement at age 55 with a minimum of 15 years of continuous service with the Town, the Town shall offer eligible employees the opportunity for the continuation of group medical and dental insurance. A retiree, who purchases group medical and dental insurance from another employer or through the retiree's spouse upon retirement, shall not be eligible for reinstatement into such group insurance thereafter.

Eligible retirees will be provided with the opportunity to purchase for himself/herself and eligible spouse at the time of retirement the same medical and dental insurance benefits provided to active employees, as those benefits may change from time to time, until such time the retiree and/or eligible spouse at the time of retirement become eligible for Medicare or reach age 65, whichever is earlier. Such retiree shall be responsible for paying 100% of the cost of such benefits.

#### **Section 8.9 - Medicare Supplemental Insurance**

A supplement to Medicare insurance, Anthem Blue Cross Blue Shield Plan F, and BlueScript Prescription Drug plan with \$5/10 copay unlimited generic and \$600 brand limit, will be made available to all employees covered by this Agreement who meet the following criteria:

1. must be age 65 or older upon retirement;
2. must have completed a minimum of ten (10) years of continuous service with the Town of Clinton; and
3. must be a Medicare recipient.

This benefit is available to the employee only, with the full cost of said insurance to be borne by the employer.

The above provision shall be available to any bargaining unit member, who is hired by the Town on or before June 30, 2007, even if they retire after June 30, 2007 so long as they meet the above established eligibility criteria. Employees hired on or before June 30, 2007 will be given the option of opting out of the above Medicare Supplemental Insurance and will be given until June 30, 2011 to decide whether to opt out. If an employee opts out, he or she will be entitled to a \$6,500.00 payment and thereafter will not be able to participate in the Medicare Supplemental insurance at any time. No employees hired after June 30, 2007 will be entitled to participate in the Medicare Supplemental Insurance.

### **ARTICLE IX LEAVE**

#### **Section 9.1 - Sick Leave**

Each employee shall earn a maximum of fifteen (15) days paid sick leave per year at the rate of one and one-quarter (1 1/4) days per month accumulative to a maximum of one hundred sixty (160) days.

A doctor's certificate may be required for any absence of three (3) or more consecutive working days, or where sick leave abuse is suspected by the Town.

**Section 9.2 - Special Leave for Death in the Family**

Three (3) days special leave with pay shall be granted for a death in the immediate family of the employee. Immediate family is defined as any of the following relatives of the employee or spouse: parent, children, spouse, brother, sister, grandparent, grandchild or any other relative domiciled in the employee's household or any relative not listed above subject to the approval of the Town Manager.

**Section 9.3 - Payment of Sick Leave on Death**

In the event of the death of an employee the employee's family shall receive fifty (50%) percent payment for any unused accumulated sick leave remaining to the employee's credit.

**Section 9.4 - Payment of Sick Leave on Retirement**

Upon retirement an employee shall receive fifty (50%) percent payment for any unused accumulated leave remaining to his or her credit.

**Section 9.5 - Time Off for Medical and Dental Appointments**

Medical and dental appointments shall be scheduled outside of the employee's normal working hours when possible. However, when appointments cannot be scheduled outside of the employee's normal working hours, the employees shall be permitted to take up to a half day off without loss of pay for medical and dental appointments. This provision may only be used at a maximum of four(4) times in each contract year by each employee, and such time off must be pre-approved by the Town Manager.

**Section 9.6 - Personal Leave**

Each employee within the bargaining unit shall be entitled to three (3) days personal leave annually without loss of pay.

**Section 9.7 - Additional Leave**

- A. Additional leave of absence without pay or benefits for legitimate reasons may be granted to an employee upon written request to the Town Manager. A notice of such leave will be supplied to the Union President. Upon return to work, the employee shall be reinstated to the same position held at the time the leave began, or a comparable position, with no loss in rate of pay, seniority, or fringe benefits.
- B. The Town shall participate in the provisions of the 'Family Medical Leave Act' pursuant to C.G.S. Section 31-51-K(k).

### **Section 9.8 - Military Leave**

Military Leave shall be granted to regular employees in accordance with State and Federal law.

### **Section 9.9 - Jury Duty**

An employee who is required to report for jury duty shall be paid the difference between the amount which he received, including any travel pay received for such jury duty, and the amount which he would have earned at his normal rate of pay during the time lost from his regular scheduled work shift by his jury duty.

To be eligible to receive this difference, an employee must notify the Employer within one (1) working day after receipt of notice to report for jury duty. To receive payment, the employee must furnish to the Employer a statement or record from the appropriate public official, showing the date and time served and the amount of pay received for same.

### **Section 9.10 - Pregnancy Leave**

- A. Each woman employee is entitled to a reasonable leave of absence for disability resulting from her pregnancy. Unused accumulated sick days may be taken at the start of the leave until exhausted. Otherwise, the leave shall be unpaid.
- B. Upon signifying her intent to return during or at the end of the leave period, the employee will be reinstated in her original job or to an equivalent position with equivalent pay.
- C. If a pregnant employee gives written notice of her pregnancy to the Town and if the employee or the Town Manager reasonably believes that continued employment in the position held by the employee may cause injury to the employee or fetus, the Town will make a reasonable effort to transfer the employee to a suitable temporary position, if one is available.

### **Section 9.11 - Union Leave**

Two (2) members of the bargaining unit shall be granted leave with pay for contract negotiations when said negotiations take place during an employee's scheduled working hours.

### **Section 9.12 - Educational Leave**

Each employee shall be allowed the necessary time off without loss of pay to attend job related educational conferences or meetings subject to approval by the Town Manager. Compensation shall be made by the Town for registration fees, mileage, highway tolls, and a thirty-five dollar (\$35.00) daily per diem allowance.

## **ARTICLE X**

### **VACATIONS**

#### **Section 10.1**

Based on the fiscal year, July 1 through June 30, a vacation with normal rate of pay shall be given annually to all full time permanent employees on the following basis of continuous employment:

- A. One (1) week (5 working days) after the first six (6) months.
- B. Two (2) weeks (10 working days) after the first year.
- C. Three (3) weeks (15 working days) after five (5) years.
- D. Four (4) weeks (20 working days) after ten (10) years.
- E. Five (5) weeks (25 working days) after twenty (20) years.
- F. Employees currently enjoying any greater amount of vacation shall continue to do so.
- G. Employees hired after June 5, 2019 shall follow the above accrual schedule, but shall not accrue more than twenty (20) days' vacation.

#### **Section 10.2**

Nothing herein shall be construed as preventing an employee from taking vacation in increments of one-half (1/2) day or more.

#### **Section 10.3**

In the event of the death of an employee, his family shall receive full payment of his or her unused vacation.

#### **Section 10.4**

In the event an employee retires, terminates, or is terminated for any reason after six (6) months' employment, he or she shall receive full pay for any unused accumulated vacation.

#### **Section 10.5**

Employees shall be allowed to carry up to one (1) week (5 working days) of vacation over to the next fiscal year by mutual agreement between the employee and the employer. Employees must use any carried over vacation within the first ninety (90) calendar days of the fiscal year with the approval of the Town Manager. In addition to the foregoing, employees may cash out up to one (1) week (5 working days) of vacation at the end of the fiscal year.

**ARTICLE XI**  
**DISCIPLINARY ACTIONS**

**Section 11.1**

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

**Section 11.2**

Disciplinary actions shall normally follow this order:

- A. Verbal warnings;
- B. Written warning
- C. Suspension; and
- D. Discharge.

**Section 11.3**

In cases involving serious offenses, any of the foregoing steps may be waived at the option of the Employer.

**Section 11.4**

All disciplinary actions may be subject to the grievance procedure.

**ARTICLE XII**  
**TRANSPORTATION AND TRAVEL**

**Section 12.1**

The Town shall provide three (3) vehicles for the use by employees who are required to travel for their job duties. Employees will be required to use the vehicles.

**Section 12.2**

The Town shall provide cellular telephones to those employees who require them to perform their duties. Employees will be required to use these cellular telephones. The Town cellular telephone shall on be used for Town business, except that personal use in an emergency situation is permitted.



**ARTICLE XIII**  
**MISCELLANEOUS**

**Section 13.1**

- 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 with six (6) original, signed, contracts at the time of the signing.
- D. The Employer agrees to indemnify bargaining unit employees pursuant to C.G.S. Section 7-465.

**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

**Section 14.1**

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 14.2**

- Step 1-** The employee shall present his/her grievance to the Town Manager within ten (10) working days after its occurrence. The Town Manager will attempt to resolve the grievance at once or submit a written answer to the employee within ten (10) working days.
- Step 2 -** If the employee is not satisfied with the decision of the Town Manager he/she may, within five (5) working days after receiving the decision outlined in Step 1 above, reduce the grievance to writing and request a hearing take place with the Town Council, 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 resolution is reached at the hearing, the Town Council will render its 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 resolution.

**Step 4-** In the event the matter is not resolved in Step 3 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 fifteen (15) days following the failure to resolve the grievance in mediation.

**Section 14.3**

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

**Section 14.4**

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

**Section 14.5**

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 will have the right to file for mediation and/or arbitration.

**ARTICLE XV**  
**REOPENER CLAUSE**

**Section 15.1**

This Agreement may be altered or modified only by mutual written agreement signed by the parties hereto.

**ARTICLE XVI**  
**SAVINGS CLAUSE**

**Section 16.1**

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portion 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 herein, separately and apart from the others.

## **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.

## **ARTICLE XVIII**

### **NON-DISCRIMINATION**

#### **Section 18.1**

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

## **ARTICLE XIX**

### **MANAGEMENT RIGHTS**

#### **Section 19.1**

There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, power and authority which the Town had prior to this time unless, and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Town's rights, powers and authority include, but are not limited to, the right to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to establish and change performance standards and quality standards, determine the qualifications of employees; regulate quality and quantity of performance and to administer the Town's business efficiently.

**ARTICLE XX**  
**PEOPLE CHECK-OFF**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction 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.

The Union agrees to hold the Town harmless from any claims arising as a result of any deduction made pursuant to this subsection.

**ARTICLE XXI**  
**DURATION**

**Section 21.1**

This Agreement shall become effective upon signing by both the Town and the Union and shall become effective July 1, 2024.

**Section 21.2**

Negotiations shall commence for a successor agreement effective January 2027, and shall be effective July 1, 2027. Thereafter all terms and conditions of 'MERA' shall apply, unless the parties agree to the contrary.

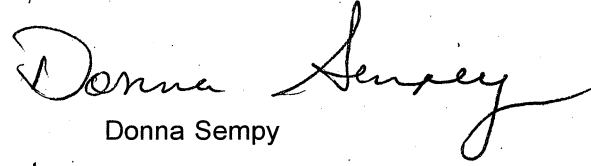
This contract shall extend through June 30, 2027.

TOWN OF CLINTON



Town Manager

LOCAL 818, COUNCIL #4  
AFSCME, AFL-CIO



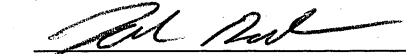
By: Donna Sempy  
President

7/19/2024

Date Signed

Date Signed

John Devito  
Staff Representative



Date Signed

4/17/24

**APPENDIX A**

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

**AUTHORIZATION FOR PAYROLL DEDUCTION**

BY:

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name  
(Please Print)

\_\_\_\_\_  
Middle

TO:

\_\_\_\_\_  
Name of Employer

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 818 of Council #4 of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect in accordance with the working Agreement or until termination of my employment.

\_\_\_\_\_  
Signature (Do Not Print)

\_\_\_\_\_  
Street Address (Please Print)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City and State  
(Please Print)

\_\_\_\_\_  
Zip Code

## APPENDIX B

### WAIVER OF INSURANCE AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 by and between the Town of Clinton and \_\_\_\_\_ (the Employee).

I, \_\_\_\_\_ (Name of Employee) am currently employed by the Town and am eligible for the Town's Group Health Insurance Plan.

I am currently participating or eligible to participate in the Town's Group Health Insurance Plan. I am currently eligible for \_\_\_\_\_ coverage (individual, two people, or family).

I am eligible for coverage under another health insurance plan, and I request and authorize the Town to remove me and my spouse and/or dependent(s) from its Group Health Insurance Plan for the plan year July 20. - June 20. I certify that I am not covered by any other medical/dental/vision plan of the Town of Clinton or the Clinton Board of Education.

In exchange for this voluntary removal from the Town's Group Health Insurance Plan, the Town shall pay me a fixed sum based on eligible coverage as follows; Single Coverage \$3,800.00, 2-Person Coverage \$8,000.00, or Family Coverage \$10,200.00. This amount will be due me after I have returned a fully completed copy of this Agreement to the Town and provided evidence of other health insurance coverage. Payments will be payable monthly or biweekly at the Town's choice.

In the event that I lose coverage under the plan, I am responsible for providing documentation of this loss and requesting the Town in writing for reinstatement in the Town's Group Health Insurance Plan. I understand that the Town will re-enroll me on the first day of the month following a 30-day minimum after the request for reinstatement of benefits is received, provided that I am still employed by the Town and otherwise eligible for coverage under the Town Group Health Insurance Plan. I further understand that the only basis for reenrollment outside of the ordinary open enrollment period is involuntary loss of an alternative health insurance coverage.

This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Connecticut. The Agreement covers the entire agreement and understanding between the Town and myself regarding the waiver of insurance coverage, and is a contract.

The parties declare that they have read this Agreement and understand its contents and that it has been signed voluntarily.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance

**APPENDIX C****WAGE SCHEDULE**

	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	
<b>Assessor</b>	\$87,580.25	\$90,426.60	\$93,365.46	TBD
<b>Building Official</b>	\$93,820.13	\$96,869.28	\$100,017.53	TBD
<b>Director, Parks &amp; Rec.</b>	\$91,314.70	\$94,282.43	\$97,346.60	TBD
<b>Dep. Finance Director</b>	\$78,999.78	\$81,567.27	\$84,218.21	TBD
<b>Zoning/Wetland Enforcement Officer</b>	\$76,344.32	\$78,825.51	\$81,387.34	TBD
<b>Director, Human Services</b>	\$92,759.80	\$95,774.49	\$98,887.16	TBD
<b>Dep. PW Director</b>	\$76,082.44	\$77,604.09	\$79,156.17	TBD
<b>Manager, Information Technology</b>	\$83,922.63	\$86,650.12	\$89,466.25	TBD
<b>Town Clerk</b>	\$79,180.34	\$81,753.70	\$84,410.70	TBD