

THE TOWN OF CORNWALL

AND

**LOCAL 1303-016 OF COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO
(CORNWALL EMPLOYEES)**

JULY 1, 2018 - JUNE 30, 2021

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**AGREEMENT BETWEEN
THE TOWN OF CORNWALL
AND
CORNWALL EMPLOYEES, LOCAL 1303-016 OF COUNCIL 4
AFSCME, AFL-CIO**

This Agreement entered into by and between the Town of Cornwall, hereinafter referred to as the "Town", and the Cornwall Employees Local 1303-016 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

Preamble

This Agreement has as its purpose and intent, the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the creation of an environment in which the Town and the Union can cooperate to achieve their joint objectives.

**Article I
Recognition**

Section 1.0

The Town recognizes the Union, for the purpose of collective bargaining with respect to wages, hours and other conditions of employment, as the sole and exclusive representative of all employees of the Town's Highway Department who work 20 hours or more per week, excluding the Road Foreman, and excluding seasonal, peak work load and temporary employees who work no more than 60 days in a single calendar year.

**Article II
Union Security**

Section 2.0

The Town shall deduct, once a month, Union dues or an agency fee (no greater than Union dues) from the earned wages of each employee in such amount as determined by the Union. New employees shall pay Union dues or the agency fee following their

completion of the first three months of the probationary period. Employees shall, as a condition of employment, authorize such deductions in writing.

Section 2.1

All collective bargaining for employees included in the bargaining unit with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Town.

Section 2.2

This Agreement shall affect only regular full;-time employees of the Town. The Town and the Union agree that day-to-day employees shall not be covered by the terms of this Agreement. The term "Regular full-time employees" shall mean those post-probationary employees whose normal work schedule is eight (8) hours per day, five (5) days per week.

Section 2.3

The Union shall protect and save harmless the Town from financial loss or expense, including legal fees and costs, if any, arising out of any and all claims, demands, liabilities, suits or judgments by reason of the implementation of this Article, whether such financial loss or expense results from judicial, administrative, arbitral, settlement or other proceedings.

Article III Safety and Health

Section 3.0

If an employee sees an unsafe condition, he shall note it in writing and submit it to the Foreman and the First Selectman's Office. The Town shall investigate and correct the unsafe condition, if any. The Town shall provide six (6) safety colored t-shirts each year to each employee.

Section 3.1

Employees will comply with all safety rules, regulations and requirements. Both the Town and Union understand that they must abide by applicable OSHA safety rules and regulations and that they will cooperate in their enforcement.

Article IV Seniority

Section 4.0

Seniority, according to this Agreement, shall consist of the accumulated continuous paid service of the employee with the Town as a regular, full-time employee. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence or temporary lay-off. The seniority list shall be brought up to date each year as soon as possible after April 1st and shall be posted in a conspicuous place. A copy of the seniority list shall be sent by mail to the secretary of the Union.

Article V Lay-Offs and Dismissals

Section 5.0

All new appointments shall be subject to a probationary period of six (6) months, and an additional three (3) months can be imposed if in the opinion of the First Selectman it is warranted. The President of the Union and the employee shall be advised of all extensions of probationary periods. Probationary employees may be dismissed at will, without recourse to the grievance procedure. Seniority, after the probationary period, will be retroactive to the date of hire.

Section 5.1

The Town agrees that it will act in good faith and for just cause in the discipline of any non-probationary employee under this Agreement. Any member of the bargaining unit who voluntarily leaves the employment of the Town shall, under normal circumstances, give the Town two weeks notice. Except in emergencies, an employee who is discharged, if he so requests, shall be granted his legal right to representation i.e., Lauderhill and Weingarten rights.

Section 5.2

In the event that a reduction in force becomes necessary, layoffs ordinarily shall be by the least senior employee within job classification. If the Town intends to layoff an employee, under normal circumstances it shall provide said employee at least two weeks notice of layoff.

Section 5.3

Employees on layoff shall be recalled in inverse order of layoff. Notice of recall shall be sent (RRR) to the last known address of the employee, and upon recall accrued benefits, if any, shall be restored. Recall rights shall terminate after one (1) year, or if an employee refuses recall or fails to respond to recall within five (5) working days.

**Article VI
Promotions**

Section 6.0

If the Town creates a promotional position within the bargaining unit, it will discuss the wage rate and selection procedure for that position with the Union.

**Article VII
Grievance Procedure**

Section 7.0

- Definitions:
1. A "grievance" shall mean an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement.
 2. A "grievant" is the person or persons making the claim. The Union may be a "grievant" under this procedure.
 3. The term "days", except where otherwise indicated, means working days.

Section 7.1

Time Limits: Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If an employee does not file a grievance in writing within five (5) days after he/she knew or reasonably should have known of the event or occurrence on which the grievance is based, then the grievance shall be

considered to have been waived. All grievances must be submitted through the grievance procedure which shall provide the sole and exclusive remedy for any breach of this Agreement.

Failure by the employee or the Union at any level to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level, and such decision shall thereafter be binding upon the employee and the Union.

Section 7.2(a)

Step 1: Any grievance shall be processed as follows: The aggrieved employee, with or without the Steward, as the employee prefers, within five (5) days after he/she knew or reasonably should have known the event or occurrence upon which the grievance is based, shall present the grievance in writing to the Foreman. The Foreman will try to resolve the grievance. He shall render a decision within five (5) days after receipt of the grievance.

Section 7.2(b)

Step 2: If the grievant is not satisfied with the disposition of the grievance at Step 1, he/she may, within three (3) days after the date of the Foreman's decision, submit the grievance in writing to the First Selectman. The First Selectman shall investigate and meet for a discussion with the aggrieved employee, the Steward and/or the Staff Representative, within five (5) days after receipt of the grievance. The First Selectman shall render his decision within five (5) days after this discussion.

Section 7.2(c)

Step 3: The Union may submit any grievance not settled within the grievance procedure to arbitration as follows:

The Union shall notify the Town in writing of its intent to proceed to arbitration within ten (10) days after the date of the First Selectman's decision, or the grievance shall be considered settled. The Town shall respond within five (5) days of notification in writing to the Union as to whether it elects arbitration by the American Arbitration Association (AAA) or by the Connecticut State Board of Arbitration. The Union shall submit the grievance to the appropriate arbitral forum within ten (10) days of the Town's response. Costs of arbitration shall be shared equally unless the Town elects the AAA, in which case the Town shall pay the full cost of

the arbitration. The decision of the arbitrator or arbitration panel shall be final and binding on both parties.

Section 7.3

The function of the Arbitrator shall be limited to determining whether any terms subject to arbitration under this Agreement have been correctly interpreted and applied. He shall have no power to add to or subtract from or modify any of the terms of this Agreement, or any agreements made supplemental to this contract.

Section 7.4

The Staff Representative may be called in by the Union in the handling of any grievance commencing with Section 7.1 of the Grievance Procedure. Employees will be allowed the necessary time off, without loss of pay, for attending scheduled grievance meetings or hearings.

Article VIII Hours of Work

Section 8.0

- a) The basic work day shall be eight (8) hours a day from 7:00 a.m. to 3:30 p.m., with a thirty (30) minute lunch period. The normal work week shall consist of five (5) days of eight (8) hours each Monday through Friday.
- b) Time and one-half (1-1/2) shall be paid when an employee works over eight (8) hours in one day or over forty (40) hours in the regular work week.

Section 8.1

Time and one-half plus holiday pay shall be paid for all hours worked on a holiday.

Section 8.2

The Town will make overtime work available equally among employees in the bargaining unit within job classifications.

Section 8.3

Overtime work will be offered to all employees in the bargaining unit before anyone outside the bargaining unit shall perform this work. The Town shall not hire seasonal, peak work load and temporary employees in order to reduce normal overtime opportunities for regular employees.

Section 8.4

Any employee called back to work at a time not contiguous with his regular work shift shall be paid for a minimum of three (3) hours' work at time and one-half.

Section 8.5

When an employee is called to perform overtime work, he shall be paid from the time he reports to work.

Section 8.6

Except for good cause shown, employees shall work such overtime as is required by the Town.

Section 8.7

During the snow and ice removal period of November 15 to April 15, employees scheduled to work more than four hours beyond their regularly scheduled work day shall receive paid break(s) as are reasonable. Should employees be scheduled to work eight or more hours beyond their regular work day, such break(s) shall total no less than one hour. Should employees be scheduled to work twelve (12) or more hours beyond their regular work day, such break(s) shall total no less than two (2) hours.

Section 8.8

When possible, employees will receive no less than twenty-four (24) hours' notice of scheduled overtime work. If the work is scheduled for a Monday they will be notified at the end of their shift on the proceeding Friday.

Section 8.9

Hours of work may be modified to allow for changes in the start time during winter months of November 15 through February 28 (change start by up to one hour upon twenty-four (24) hours advance notice).

**Article IX
Holidays**

Section 9.0

The following days shall be observed as paid holidays:

New Years Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Birthday	Labor Day	Day after Thanksgiving
Good Friday	Columbus Day	Christmas Day

Section 9.1

When one of the above-listed holidays falls on a Saturday, it will be observed on the proceeding Friday. In the event the holiday falls on a Sunday, it will be observed on the following Monday.

**Article X
Funeral Leave**

Section 10.0

If any member of the immediate family of an employee dies, the employee shall be granted up to three (3) days paid leave. Immediate family includes husband, wife, father, mother, son, daughter, brother, sister, plus any relative domiciled in the employee's household.

Section 10.1

If any relative not included in Section 10.0 dies, the employee shall be granted, upon prior request, one day paid leave, up to a maximum of three (3) such days per year. Such leave will be available only to attend the funeral of the relative.

Article XI
Wages

Section 11.0

Hourly rates for members of the bargaining unit shall be as follows, based upon a 3.0% increase effective and retroactive to July 1, 2018, a 3.0% increase effective July 1, 2019, and a 3.0% increase effective July 1, 2020, as follows:

	July 1, 2018	July 1, 2019	July 1, 2020
0 - 6 months	\$22.97	\$23.66	\$24.37
6 months - 2 years	23.92	24.64	25.38
2 years - 6 years	25.34	26.10	26.88
6 years - 9 years	26.58	27.38	28.20
Over 9 years	27.47	28.29	29.14

Section 11.1

Each employee's paycheck will include the following information: number of hours worked that week, overtime hours worked that week, and holiday hours worked that week. Employee's paychecks shall be distributed to employees no later than noontime on the applicable pay day. In addition, once each month employees will be provided with a listing of their accrued sick leave days, vacation hours and personal leave hours available. If the employee fails to bring any disagreement or discrepancy about such listing to the Town's attention within thirty days of the listing, the list shall be deemed accurate.

Section 11.2. Longevity

After twenty (20) years of service employees shall receive a longevity payment of \$350.00 each year.

After twenty-five (25) years of service employees shall receive a longevity payment of \$500.00 each year.

Longevity payments shall be payable by separate check, on the week in between regular pay periods, closest in time to the week after Thanksgiving and no later than December 13 of each year.

Article XII
Insurance, Hospital, Medical Benefits and Pension

Section 12.0

The Town will, continue to provide the insurance coverage set forth below or comparable coverage. The Town may change insurance carriers, provided the level of benefits remains at least the same.

- a) Term life insurance in the amount of \$25,000 for each employee and \$1,000 for each of the employee's dependents with an accidental death and dismemberment provision in the same amounts.
- b) State Partnership Plan 2.0 for employees and their dependents covering areas as shown in Appendix A. Appendix A is only a summary. Refer to your insurance policy for specific coverages.
- c) A prescription drug benefit with general coverage for State Partnership Plan 2.0 described in Appendix A. Appendix A is only a summary. Refer to your insurance policy for specific coverages.
- d) A flexible dental plan for all full time employees and their dependents covering preventive and general services as shown in Appendix C. The plan does not cover orthodontia.
- e) Employees shall contribute the following for insurance cost sharing. Said co-pay subject to IRS 125 plan as pretax deductions.

For State Partnership Plan 2.0, the employee will pay 7.0% of the premium upon ratification, and 8.0% of the premium for 2019-2020, and 9.0% of the premium for 2020-2021.

Section 12.1

The Town shall provide employees pension benefits in accordance with the Town of Cornwall all Employees Pension Plan. (Currently, the Aetna Life Insurance and Annuity Company, Standardized Money Purchase Plan and Trust).

The Town will provide a vehicle for employee contribution to a retirement fund.

Article XIII

Vacations

Section 13.0

Annual vacation leave, with pay, shall be determined and granted to employees with continuous service as follows:

Length of employment as of Anniversary date:

First Six Months-----	0 Days
6 Months, but less than One Year-----	5 Days
One, but less than Five years-----	10 Days
Five Years, or more-----	15 Days
Twenty Years, or more -----	20 Days (effective 7/1/05)

Vacation leave shall be taken during the months of April through November. However, with prior approval of First Selectman up to five (5) days' vacation leave may be taken during December through March.

Section 13.1

It is the intention of the Town to have all employees take all of their vacation time. To this end, a maximum of 10 days annual vacation may be accumulated. Any annual vacation time which has accumulated and not been taken, over the maximum of 10 days as of November 30 of each year shall be lost with no compensation. When a vacation shutdown is to take place, notice thereof shall be posted by at least April 1.

Section 13.2

A minimum of five (5) working days advance notice is required for all annual vacation requests. Requests for annual vacation shall be entered on the vacation schedule posted in the town garage and brought to the attention of the Foreman. All requests shall be approved by the Foreman. No two employees shall be granted vacation at the same time except under unusual circumstances and only with the approval of the First Selectman with the greatest consideration being given to the employee with the greatest seniority.

Section 13.3

Upon the death of an employee or when an employee's employment terminates, or is terminated, unused accumulated annual vacation leave will be compensated by computation of current regular time rate only.

Section 13.4

If an employee is sick while on vacation leave, the period of illness may be charged against sick leave, provided that the request is supported by a medical certificate.

Section 13.5

The Town will provide employees with their vacation pay on the last working day prior to a scheduled vacation, provided that such employees request such pay and give the Town adequate advance notice.

Article XIV Paid Leave

Section 14.0 - Sick Leave

- a) Sick leave with pay to the extent earned shall be granted for absence from duty for the following reasons: Illness or injury, except where such illness or injury is traceable to employment by an employer other than the Town.
- b) Sick leave shall accrue at the rate of one day for each completed month of continuous full-time service. Unused sick leave may accumulate to a maximum of one hundred twenty (120) working days.
- c) Employees who have previously been warned of suspected abuse of sick leave may be required to obtain a physician's certification verifying illness.
- d) Employees calling in sick must contact the Road Foreman before 7:00 a.m. or, in his absence, the First Selectman or the Selectman's Office to receive payment for sick leave.
- e) Employees absent for three (3) consecutive days may be required to provide a doctor's certificate verifying illness.

Section 14.1 - Personal Leave

- a) Up to two (2) days personal leave may be granted per year where necessary for critical personal business which cannot be conducted outside of normal working hours.
- b) Requests for personal leave shall be made to the Road Foreman at least forty-eight (48) hours in advance, except in emergency. Such request shall state the reason for which personal leave is sought.

Section 14.2 - Jury Duty

Employees who receive notification of jury duty shall inform the Town within one working day of receipt. Should the Town seek an exemption from duty, the employee shall cooperate with that effort. If the employee must serve jury duty and has met the conditions above, the Town will pay the employee the difference between his regular rate and the compensation for jury duty.

Section 14.3 - Workers' Compensation

Employees who are injured and receive compensation under the Workers' Compensation laws, shall receive an amount equivalent to their net pay for the period of disability up to a maximum of six months. At its option, the Town may continue regular wage payments and require that the compensation checks be signed over to the Town, or the Town may pay such employees an amount, which added to Workers' Compensation payment, is equivalent to base net pay.

Section 14.4 – Work-Related Classes

Notices of all work related classes, workshops, and seminars shall be posted on the bulletin board at the employee's workplace, and employees shall be given the opportunity to attend all such events without loss of pay. The Town shall pay for all related costs and expenses.

Article XV General Provisions

Section 15.0

The Union shall have the privilege of posting on the bulletin boards at the employees' workplace such notices regarding meetings, election, etc., as are necessary.

Section 15.1

The Town of Cornwall will notify the President of the Union in writing regarding all new employees to be assigned to the bargaining unit, giving name, date of employment, starting rate and job classification to which new employee is to be assigned.

Section 15.2

The Town shall provide employees with rain gear, the maintenance of which shall be the responsibility of the employees. Such raingear will be replaced as needed, but no more frequently than yearly. The Town shall also provide lockers for employees, which shall remain Town property.

Section 15.3

The Town shall provide employees with a meal allowance when they are required to work four (4) hours or more between the hours of 6:00 p.m. through 6:00 a.m. Said allowance shall be granted by permitting members of the unit to charge food and beverages at local area food stores (as designated by the Town) up to a maximum of \$80.00 for the entire unit in any month.

Section 15.4

The Town shall provide and launder work uniforms comprised of seven (7) pants and seven (7) shirts. Employees will pay one-half (1/2) the associated cost not to exceed \$4.00 per week.

Each employee shall receive \$200 per year to be used to purchase work shoes, sweatshirts and/or jackets, as needed, and said gear must be OSHA compliant. Sales receipts will be required for reimbursement.

The parties agree to reopen this section for further discussion.

**Article XVI
Strikes and Lockouts**

Section 16.0

No member of the bargaining unit shall hinder the Town's operation by strike, work stoppage or slow down. The Town shall not engage in a lockout of the bargaining unit employees.

**Article XVII
Management Rights**

Section 17.0

Unless expressly limited by a specific section of this Agreement, the rights, powers, and authority of the Town over matters involving the Town of Cornwall, including but not limited to, the full control over the policies, practices, procedures and regulation, with

respect to the employees of the Town covered by this Agreement, shall remain vested solely and exclusively in the Town, including, but not limited to the following:

1. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Town.
2. To establish or continue policies, practices and procedures for the conduct of Town business and from time to time, to change or abolish such policies, practices, or procedures.
3. To discontinue processes or operations or to discontinue their performance employee's.
4. To select and to determine the number and types of employees required to perform the Town's functions, and to select and determine equipment used to perform such functions.
5. To employ, transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work, budgetary cut, or other legitimate reasons when it shall be in the best interests of the Town.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town.
7. To establish job descriptions and job classifications, from time to time to change such job descriptions and job classifications, and to insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by the employees.
8. To establish contracts or subcontract for Town operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discrimination against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously.
9. The above rights, responsibilities and prerogatives are inherent in the Town and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this agreement.

Article XVIII

Discipline

Section 18.0

No employee shall be disciplined or discharged without just cause. Section 18.1
If any employee is disciplined or discharged, the employee and Union President shall receive a written copy of such action.

Section 18.2

Employees who are five (5) minutes late or less shall not suffer a loss of pay. Employees who are tardy over five (5) minutes shall be docked equivalently for the amount of time they are late.

Section 18.3

If an employee is tardy more than twice in any thirty (30) day period, his next tardy day may result in a one day suspension without pay. Said suspension shall not be grievable. Any further discipline imposed shall be subject to Section 18.0 and shall be subject to review through the grievance procedure.

Section 18.4

The suspension shall be given on a day not more than two weeks after the third day of tardiness. Three such suspensions in any 12 month period may result in dismissal. Said dismissal shall not be grievable.

Article XIX Duration

Section 19.0

This Agreement contains the full and complete agreement between the Town and the Union on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this Agreement.

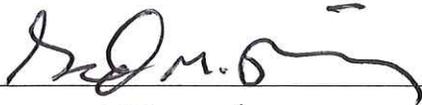
Section 19.1

This Agreement shall be effective as of July 1, 2018 and shall remain in full force and effect through June 30, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than February 1, 2021 of its desire to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days following such notice.

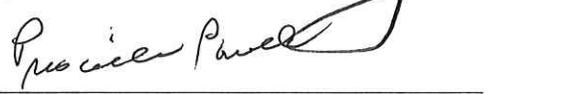
IN WITNESS WHEREOF, the parties hereto have signed this 22 day of January 2019.

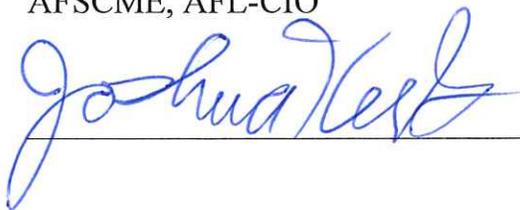
For The Town of Cornwall

For Local 1303-016 of Council 4
AFSCME, AFL-CIO









SCHEDULE OF FLEXIBLE DENTAL BENEFITS

Appendix C

BENEFIT PERIOD	Calendar Year
DEDUCTIBLE	Shared by Categories 2 and 3
INDIVIDUAL	\$100 per Member per Benefit Period
FAMILY	\$200 per Family per Benefit Period

3-MONTH DEDUCTIBLE CARRYOVER Does Not Apply

COINSURANCE	Category 1 - 80%
	Category 2 - 80%
	Category 3 - 50%

MAXIMUM	\$1,000 per Member per Benefit Period for Categories 1, 2 and 3
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COVERED SERVICES

CATEGORY 1

Initial Oral Exam	1 per Member in 36 Months
Periodic Oral Exam	2 per Member per Benefit Period
Prophylaxis	2 per Member per Benefit Period
Topical Application of Fluoride for members Under Age 19	2 per Member per Benefit Period
Space Maintainers	For Members under age 19
X-Rays	
Emergency Treatment	

CATEGORY 2

Fillings	
Endodontics	
Reline Dentures	1 per Member in 2 years
Repair Dentures	1 per Member per Benefit Period
Extractions	
Oral Surgery	
Stainless Steel Crowns	For Primary Teeth Only
Recement Crowns	
Recement Bridge	
Repair Bridge	
General Anesthesia	

Injection of Antibiotic Drugs
Periodontics
Repair Prosthetic Appliances

CATEGORY 3

Inlays	1 per tooth in 5 years
Onlays	1 per tooth in 5 years
Crowns	1 per tooth in 5 years
Post and Core	1 per tooth in 5 years
Prosthodontics	1 per tooth in 5 years

NOTE: In the event of a conflict between this Schedule and this Policy, the terms of this Schedule will prevail.

PARTICIPATING DENTIST BENEFITS

For the scheduled Covered Services listed above and subject to any applicable Deductibles? Coinsurance or Policy Maximums, the Company will pay the lesser of the Dentist's usual charge or the Maximum Allowable Amount, as determined by the Company.

The Dentist will accept the allowance upon which payment is based as payment in full and will make no additional charge to the Member except for any applicable Deductibles, Coinsurance or amounts exceeding Policy Maximums.

NON-PARTICIPATING DENTIST BENEFITS

For the scheduled Covered Services listed above and subject to any applicable Deductibles, Coinsurance or Policy Maximums, the Company will pay the Maximum Allowable Amount, as determined by the Company. The Member is responsible for any difference between the amount paid by the Company and the fee charged by the Dentist.

NOTE: Pre-existing conditions, if applicable, will not apply to Flexible Dental Benefits.