

**AGREEMENT BETWEEN
TOWN OF EAST HADDAM**

AND

CSEA, SEIU, LOCAL 2001, CTW

July 1, 2017 through June 30, 2020

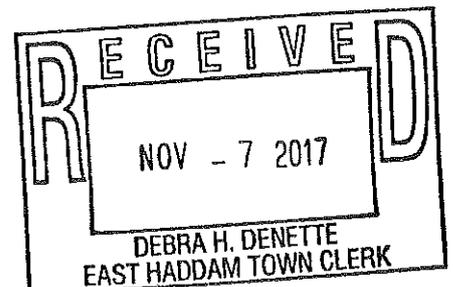


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PREAMBLE

The following collective bargaining agreement effective July 1, 2017 by and between the Town of East Haddam hereinafter referred to as the "Town" and CSEA, SEIU, Local 2001, CTW hereinafter referred to as the "Chapter" or the "Union" as follows.

STATEMENT OF POLICY OF EQUAL EMPLOYMENT OPPORTUNITIES

It is the intent of the Town of East Haddam, through its governing and legislative bodies, that the employment policies and practices of the Town are to recruit and hire qualified employees without discrimination because of race, creed, color, sex, age or national origin, and to treat them equally with respect to compensation and opportunities for advancement including upgrading, promotion and transfer.

The Town emphasizes its policy in this regard to assure compliance with the Civil Rights Act of 1964, Executive orders 11246 and 11375, the Connecticut Fair Employment Practices Act, and other laws and regulations which pertain or may pertain to equal employment opportunity. Further, this statement reaffirms the Town's continuing voluntary commitment to provide equal opportunity for all without regard to race, creed, color, ages, sex or national origin.

The Town recognizes that the effective application of its policy of merit employment requires that certain positive steps be taken; and it will, therefore, undertake a program of affirmative action to make known the Town's policy in this regard and to encourage all qualified persons to seek employment based on individual merit. In addition, the Town will assert leadership within the community so that the maximum effort will be made to achieve full employment and effective utilization of the capabilities and productivity of all persons without regard to race, creed, color, age, sex or national origin.

Adopted Selectmen's Meeting, April 14, 1976.

ARTICLE I RECOGNITION

The Town recognizes the Civil Service Employees Affiliates SEIU, Local 2001, CTW, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for all employees identified in Case No. ME-8341 occupying the bookkeeper, secretarial, clerical, the Finance Assistant and the Assistant Town Clerk positions, excluding the Executive Assistant to the First Selectman.

ARTICLE II
PROBATIONARY PERIOD

New full time or part time employees shall serve a probationary period of sixty (60) work days and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. "Work day" shall be defined as days that the employee actually attended work.

The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedure. All employees who have completed their probationary period shall be full time employees and shall acquire length of service records as of the date of their employment.

Probationary employees may be evaluated once each month by their Department Head or his/her designee.

ARTICLE III
MEMBERSHIP AND DUES CHECK OFF

- A. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
- B. Union dues shall be deducted by the Town from the paycheck of each employee who signs and remits to the Town an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
- C. Any employee who within thirty (30) days after the end of her/his probationary period covered by this Agreement fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section D.
- D. The Town shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment, provided however, that no such payment shall be required of an employee who objects to payments of such fee based on the tenet of a bona fide religious sect. Employees objecting on religious ground shall make a monthly contribution to an IRS recognized charity, designated by mutual agreement of the Board and the Union equivalent to Union dues.
- E. The amount of dues or agency fee deducted under this Article together with a list of employees shall be remitted to CSEA, SEIU, Local 2001, CTW 760 Capitol Avenue, Hartford, Connecticut 06106, within a week after the payroll period in which such deduction is made together with a list of employees and their addresses for whom any such deduction is made.
- F. The organization agrees to indemnify and to 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 any

reason of, action taken by the Chapter for the purpose of complying with the provisions of this Article.

- G. Notwithstanding the above, any person paying dues who has a hardship or other good reasons, may appeal to CSEA, SEIU, Local 2001, CTW for action or relief. If CSEA, SEIU, Local 2001, CTW approves such request, written notification shall be forwarded to the First Selectperson.

ARTICLE IV **GRIEVANCE PROCEDURE**

For the purposes of this Agreement, the term "grievance" means any dispute between the employer and the employee concerning the application, claim of, breach or violation of this Agreement.

Any such grievance shall be settled in accordance with the following grievance procedure.

STEP 1 - The aggrieved employee and/or his/her steward or representative shall within fifteen (15) working days of the occurrence take up the grievance matter with the immediate supervisor in an effort to get the grievance resolved immediately.

STEP 2 - If the grievance is not settled at the first step, the grievance will be reduced to writing within fifteen (15) working days of the conference with the immediate supervisor and delivered to the First Selectperson if it has not already been heard by him/her. The First Selectperson will adjust the grievance at once or give an answer to the Union in writing within fifteen (15) working days of receipt of the grievance.

STEP 3 - If the aggrieved party or the Union is not satisfied with the answer given by the First Selectperson, they may elect to submit the grievance to the Board of Selectman within fifteen (15) days of the conference with the First Selectperson. The Board of Selectmen will arrange a hearing with the grieving party and the Union within fifteen (15) days after receiving the grievance in an attempt to resolve the issue. If the grievance is not resolved by the Board at the hearing, an answer will be submitted to the Union and the aggrieved in writing within fifteen (15) days after the above hearing has been held.

STEP 4 - If the Union or the aggrieved is not satisfied with the answer given by the Board of Selectmen, they may within fifteen (15) days of the answer from the Board of Selectmen elect to submit the grievance to the State Board of Mediation and Arbitration to be resolved by mediation.

STEP 5 - If the grievance is not resolved in mediation the Union may within fifteen (15) days of the meeting with the State Mediator elect to submit the grievance to the State Board of Mediation and Arbitration for arbitration. In the event arbitration takes place, the answer shall be final and binding. Any cost from arbitration shall be born equally by both parties.

Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement.

The Employer shall allow the aggrieved employee(s) and a union officer or steward the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in Article IV. 1, (a) through (e).

Copies of all decisions rendered in each level of the grievance procedure shall be provided to the Union president and the grievant.

The Town agrees it will apply to all substantially similar situations the decision of an Arbitrator sustaining a grievance and the Chapter agrees that it will not bring or continue, and will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of the Arbitrator.

ARTICLE V **DISCIPLINE**

No employee shall be discharged or otherwise disciplined without just cause. Verbal warnings shall not be subject to arbitration under Article IV.

ARTICLE VI **SENIORITY**

Except as set forth below, seniority shall be defined as the employee's continuous length of service with the Town from his/her last date of hire in a Union bargaining unit position; provided, the seniority date for any employee hired for a bargaining unit position covered by this Agreement after July 1, 2017, shall be defined as the employee's continuous length of service with the Town from his/her last date of hire in a Union bargaining unit position covered by this Agreement.

A laid off employee, shall be entitled to be recalled within twelve (12) months of being laid off. Seniority shall accrue during paid leaves of absence for job and non-job-related illness or injury. Seniority shall be bridged during approved unpaid leaves of absence.

For purposes of an employee who was a bargaining unit member as of July 1, 2014, her seniority date shall be her original date of hire by the Town for any Town position.

ARTICLE VII **HOLIDAYS**

A. The following holidays shall be observed as days off with full pay:

- | | |
|--------------------------------------|---------------|
| -From noon day before New Year's Day | -Labor Day |
| -New Year's Day | -Columbus Day |

- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- One (1) floating holiday (agreed to by the employee's immediate supervisor and the employee)
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- From noon on the day before Christmas Day
- Christmas Day

- B. Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on a Sunday shall be celebrated on a Monday.
- C. Whenever any of these holidays occur while an employee is out on sick leave, the employee shall be granted an additional day off at a time mutually agreeable to the department head with no additional charge to sick leave.
- D. When a holiday occurs during regular vacation, such holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable to the employee and the department head.
- E. Any unanticipated holiday or day of mourning declared by the First Selectperson or his/her designee, and celebrated by all other town employees, in the form of time off with pay, shall be granted to the members of this bargaining unit.
- F. Payments for holidays shall be included in a paycheck for the pay period in which the holiday occurs.
- G. In the event that a holiday falls on a Friday, employees shall be given a one-half (½) day floating holiday scheduled by mutual agreement between the employee and her immediate supervisor. When a holiday falls on a Tuesday, the number of hours normally worked above and beyond the number of hours normally worked on a Monday, Wednesday, or Thursday shall be subtracted from accumulated floating holiday time.

ARTICLE VIII
VACATIONS

- A. Annual vacation leave with pay shall be earned by all full-time employees. Permanent part time employees that maintain regular office hours shall be entitled to vacation leave with pay on a pro-rata basis. Leave will be granted in the following manner.

TERMS OF SERVICE

- 1-5 complete years of service
- 5 years 1 day through 10 complete years of service
- 10 years 1 day through 20 complete years of service
- 20 years 1 day complete years of service

VACATION PAY

- 2 weeks
- 3 weeks
- 4 weeks
- 5 weeks

B. VACATION SCHEDULE

1. Vacation dates must be submitted in writing at least fifteen (15) days in advance. Vacation dates will be approved by the First Selectperson or his/her designee.
2. Vacations cannot be accumulated and must be taken within the current year earned except that up to five (5) days may be carried over and used in the next fiscal year if Town operations have made it impossible for the employee to take his/her vacations in the year in which it is earned. At the time at which an employee knows that vacation cannot be taken in the year which it is earned he/she must notify the First Selectperson.
3. In the event of conflicting vacation dates, seniority shall be the determining factor, providing the notice of dates in conflict shall have been within a reasonable period.
4. In the event an employee retires or terminates or is terminated for any reason, all vacation time credited shall be paid.
5. If an employee takes his/her vacation during a period which includes one of the holidays granted in this manual, he/she shall be entitled to an additional day of vacation.
6. In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his/her sick leave, provided a medical doctor verifies said illness. Such verification shall be in writing and obtained at the employee's expense.
7. Exceptions to the above may be granted by the First Selectperson.

ARTICLE IX SICK LEAVE

- A. For the purposes of this Article full time employees are those assignments that are fifty two (52) weeks a year and thirty (30) hours a week minimum.

Sick leave shall be granted for absence from duty because of illness, non-compensable bodily injury or disease, exposure to contagious disease or attendance upon members of the immediate family whose illness required the care of such employee. Immediate family defined for the purpose of these rules to be father, mother, brother, sister, wife, husband or children related either by blood or marriage to the employee. Sick leave may be utilized to keep medical and/or dental appointments for self or members of immediate family. It is agreed and understood that sick leave will be used for the reasons stated in this paragraph. Any abuse of sick leave will be subject to the just cause provisions of the collective bargaining agreement.

- B. Permanent part time employees that maintain regular office hours shall be entitled to sick leave on a pro-rata basis.
- C. During the first year of employment, employees shall be credited with sick leave at the rate of one and one-quarter (1¼) days per full calendar month of employment with the Town for personal illness and to care for illness in the immediate family without loss of wages. Subsequently, employees will be credited with fifteen (15) sick days on July 1st of each year for personal illness and to care for illness in the immediate family without loss of wages.
- D. Unused sick leave may be accumulated to a maximum of one hundred twelve (112) days. Upon termination or retirement, employees shall receive pay for one-half (½) of the accumulated days up to one hundred (100) days, provided, sick days credited on July 1st preceding the employee's last date of employment shall be prorated through his/her last day of employment for purposes of such payout.
- E. A note from the physician treating the illness that causes the sick leave may be required by the Town of East Haddam if a particular period of sick leave, whether for personal sickness or sickness in the immediate family, exceeds three (3) consecutive workdays.
- F. On a strictly voluntary basis, employees may transfer up to ten (10) sick days each year to a coworker when the employee receiving the sick days:
 - 1. has used all his/her sick days; and
 - 2. is suffering from a serious illness or injury or that requires leave to care for a family member as defined in Article IX, paragraph A.

ARTICLE X
FUNERAL LEAVE

- A. All employees shall be granted funeral leave with pay for a maximum of three (3) consecutive days in the event of a death in the employee's immediate family, provided, however that if the burial is not contiguous to the death, the employee may defer the use of (1) one of the three (3) funeral leave days to attend the burial at a later time.

For purposes of this article "immediate family" shall be defined as the employee's mother, father, wife, husband, son, daughter, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren, step-parents and domestic partner.

A domestic partner shall be defined as two adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are

otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else.

- B. All employees may be granted funeral leave with pay for a maximum of one day to attend the funeral for the following: niece, nephew, uncle or aunt, sister-in-law, brother-in-law, daughter-in-law or son-in-law (each occurrence).
- C. Reasonable extended time will be granted in the determination of the First Selectperson for travel and attendance at funerals for death in family cited in Article X, Section A and B. Approval shall not be unreasonably withheld.

ARTICLE XI PERSONAL DAYS

- A. Four (4) days paid personal leave for each fiscal year will be granted to regular full-time employees after the completion of the employee's probationary period. Part-time employees shall receive personal leave based upon the employee's regular work day.
- B. These personal days are not cumulative and may not be carried over from one year to the next. There is no reimbursement for unused personal leave following termination of employment.
- C. Days for personal leave may be granted by the First Selectperson or his/her designee.
- D. Reasons for Personal Leave.
 - 1. For legal reasons.
 - 2. For marriage; self, children, parents, siblings and sibling of spouse.
 - 3. For illness in the immediate family or household.
 - 4. For religious holidays.
 - 5. For attendance of graduation exercise (self, spouse, son, daughter).
 - 6. For birth of child by wife.
 - 7. For business, (personal) that cannot be transacted outside work hours and which is too sensitive to discuss or provide explanation for.
- E. Application for leave in the above provisions shall be made to the First Selectperson or his/her designee at least twenty four (24) hours before taking such leave except in cases of emergency or hardship.

ARTICLE XII LONGEVITY

Except as set forth below, full-time employees shall receive longevity payments in a lump sum which shall be computed on their anniversary date of employment in a Chapter bargaining unit position in recognition of their length of service on the following basis and paid annually.

YEARS OF SERVICE

5 complete years to 9 complete years	\$350.00
10 complete years to 15 complete years	\$425.00
16 complete years to 20 complete years	\$475.00
21 complete years and over	\$550.00

Longevity to be paid on the employee's anniversary date of hire in a Union bargaining unit position.

For purposes of an employee who was a bargaining unit member as of July 1, 2014, her anniversary date for purposes of longevity payments shall be her original date of hire by the Town for any Town position.

ARTICLE XIII
MILEAGE

Employees who utilize his/her vehicle for the purpose of Town Business shall be paid at the IRS reimbursement rate. A certificate of insurance for such employees shall be filed with the office of the First Selectperson.

If an employee utilizes his/her vehicle on weekends or holidays or town or selectmen's meetings outside regular Town office hours, he/she shall be paid from portal to portal. Prior approval of First Selectperson or his/her designee is required.

ARTICLE XIV
STATUTORY LEAVE

Articles covered by state statutes regarding:

- A. **Family and Medical Leave**: All employees covered under this agreement will be eligible for the Family and Medical Leave Act.
- B. **Workers' Compensation**: The Town, in case of compensable injuries covered by workers' compensation incurred in the line of duty, shall supplement the payments of the workers' compensation carrier, so the employee will receive his/her full base rate of pay (less applicable state and federal withholdings) while the employee is out of work and receiving temporary, total disability benefits, for a period not to exceed one hundred twenty (120) calendar days.

In the event that an employee is out of work and is temporary, partially disabled and light duty work is available for such employee (as determined by the Town), he/she shall work the light duty assignment (provided such light duty work is within his/her light duty restrictions) and not be eligible for the supplemental benefit set forth herein.

In the event that an employee is out of work and is temporary, partially disabled and no light duty work is available within his/her light duty restrictions (as determined by the Town), he/she shall be eligible for the supplemental benefit set forth herein.

- C. **Jury Leave:** The Town agrees to pay any employee called to jury duty his/her regular daily rate for the duration of such jury duty less any compensation received for the jury duty.

ARTICLE XV
LEAVE WITHOUT PAY

- A. Leaves of absence without pay may be granted by the Board of Selectmen for a limited, definite period not to exceed one (1) year for the following reasons:
1. For health reasons, upon advice of physician;
 2. For other personal reasons subject to the review and recommendation of the Board of Selectmen.
- B. Application for such leave of absence must be made in writing stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board of Selectmen.
- C. Accumulated seniority shall not be lost during the leave of absence.
- D. The employee shall re-enter at a wage to be no lower than that received at the start of the leave.
- E. Employees who are taking approved medical or family leave are eligible for the Town's insurance plans at the Town's expense. Employees who are taking leave which is not a family or medical leave are eligible for the Town's insurance plans at no expense to the Town.

ARTICLE XVI
INSURANCE BENEFITS

- A. The Town shall provide eligible employees with health insurance coverage as set forth below with the applicable premium shares set forth in Article XVI, subsection F.

Option A:

Effective January 1, 2018 a High Deductible Health Plan (HDHP) with \$2,000/\$4,000 deductible. Excess of deductible 100% in network, 80% out of network, \$4,000/\$8,000 cost share maximum.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$0.00 Generic/ \$15 Brand Name/ \$30 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Effective January 1, 2018 the Town will fund forty-nine percent (49%) of the deductible on an annual basis (deposited biannually).

Effective January 1, 2019 the Town will fund forty-seven percent (47%) of the deductible on an annual basis (deposited biannually).

Effective January 1, 2020 the Town will fund forty-five percent (45%) of the deductible on an annual basis (deposited biannually).

The parties acknowledge that the Town contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The employee will be responsible for opening a Health Savings Account (HSA) and for any bank fees associated with maintaining the HSA. The Town will make provisions for a before tax direct deposit payroll deduction for employees who elect the HDHP.

- B. Term Life Policy for the employee only, at least twenty thousand dollars (\$20,000.00). For employees with twenty (20) years or more of service with the Town, upon retirement, the Town will provide a term life insurance policy for a term of twenty (20) years in the amount of ten thousand dollars (\$10,000.00).
- C. A twenty thousand dollars (\$20,000.00) death and dismemberment insurance policy for the employee only.
- D. **Dental:** Dental Insurance, with a carrier selected by the Town, with employee to pay applicable premium share for individual coverage, as set forth in Article XVI, subsection G. Family and/or dependent coverage additional premium to be paid by the employee.
- E. The Town of East Haddam reserves the right to provide the coverage set forth above through an alternative carrier or self-insurance for all of or for some of the aforementioned insurance, provided such modification(s) substitute benefits are equivalent to the benefits set forth herein on an overall plan benefit basis. The Town shall notify the Union sixty (60) days prior to any changes being made. Any dispute regarding comparability shall be subject to negotiations and agreement prior to implementation of change of carriers. If there is no agreement, either party may submit the dispute(s) to arbitration with the American Arbitration Association. Additionally, the Town reserves the right to offer an alternative health insurance plan, in addition to the plan offered to employees that can be

elected by the employee on a voluntary basis, with the applicable premium shares as set forth in Article XVI, subsection F.

- F. Employee annual premium share contributions for medical (including vision and pharmaceutical) by payroll deduction shall be:

<u>January 1, 2018</u>	<u>January 1, 2019</u>	<u>January 1, 2020</u>
9.5%	10.5%	11%

- G. Eligible employee's insured on a spouse's insurance plan may elect to waive on an annual basis Town provided health insurance coverage. Such employees shall receive an annual stipend equal to ten percent (10%) of the cost of the health insurance premium (not including the cost of the prescription rider or dental coverage in such figure) for applicable health insurance (defined as health insurance that he/she is eligible to elect) to a maximum of one thousand five hundred dollars (\$1,500.00). In the event that the employee re-enrolls for Town provided health insurance, the employee shall reimburse the Town a pro-rata portion of the money he/she received for waiving the insurance. The date for election to waive coverage shall be July 1st in each contract year. Eligible employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the First Selectperson.

ARTICLE XVII BULLETIN BOARD

The Town of East Haddam shall supply a bulletin board, or space on an existing bulletin board, in Town office building for the display of Chapter material.

ARTICLE XVIII UNION MEETINGS

The Union may call meetings on the premises of Town property, providing such meeting do not conflict with other scheduled activities or programs and providing further that employees do not leave their work stations until the end of their work day. All meetings will require previous notice being given to the First Selectperson or his/her designee and will be held in a room approved by him.

ARTICLE XIX NO STRIKE

The First Selectperson or his/her designee agrees that he will not pursue lockout tactics. CSEA and all employees included in this Agreement agree that there shall be no hindrance of First Selectperson's operation through strikes, slow-downs, unlawful picketing, work stoppages, mass illnesses, or other similar forms of interference with the operation of the Town.

ARTICLE XX
VACANCIES

Notice of vacancies and/or new positions within the job descriptions of the bargaining unit that the Town intends to fill shall be posted on the Chapter's bulletin board three (3) days prior to public announcement or notification. Present town office building employees interested in the position must apply in writing to the First Selectperson or his/her designee within three (3) working days from the initial posting in order to be considered for the position. All positions posted shall be dated as of the day they are posted. Any job vacancy or new position with the Town of East Haddam outside the job descriptions of this bargaining unit that the Town intends to fill shall be posted on the Chapter's bulletin boards immediately upon the expiration of any period of posting required by any other union contract, law, or regulation, and three (3) days prior to public advertising for the position. If a member of the bargaining unit is qualified for any vacant or new position within the bargaining unit being posted, he/she will be given preference prior to hiring any outside applicant. If there is more than one member who applies that is qualified for the position, then the more senior employee will be offered the position.

ARTICLE XXI
LAYOFFS AND SENIORITY

- A. In the event that layoffs become necessary, the employee with the least seniority where work must be curtailed shall be laid off first. When employees are to be recalled, the first to be recalled shall be those last laid off. If the Town intends to lay off an employee, at least a two week notice or as much notice as possible of termination shall be given to said employee.
- B. Laid off employees shall have recall rights within his/her professional capabilities of a period of twelve (12) months from the date of layoff. An employee who refuses recall shall lose all further recall rights.
- C. For the purpose of this Article, seniority shall be defined as an employee's continuous length of service with the Town from said employee's most recent date of hire.
- D. An employee who is laid off shall be paid for vacation time which is due but has not been taken.
- E. A laid off employee shall have the right to bump the least senior bargaining unit member whose job she/he can perform after a reasonable training period.

The reasonable training period shall be up to six (6) weeks (unless by mutual agreement of the Town and the Union).

The laid off employee who bumps the least senior employee shall serve a sixty (60) working day adjustment period.

At the conclusion of the sixty (60) work day period, (or sooner, by agreement with the Union), the First Selectman, or his/her designee, shall determine whether to retain the employee in the position based upon satisfactory performance of the job duties of the position.

If the employee is not retained in the position, she/he will be laid off and the employee laid off as a result of such bumping shall be recalled.

The employee laid off will retain recall rights for one (1) year from the time of layoff, except to the position for which he/she did not perform satisfactorily, in accordance with this Article.

F. **Full-Time Employees**

In the event that a full-time employee is laid off by the Town and is offered a position by the Town during her recall period, in order for the offer to be considered a recall, the position must be a full-time position with comparable hours to the employee's former position.

If the position is a part-time position and the employee does not accept the position, the employee's decision not to accept the part-time position shall not impact her right to recall within the time frame set forth herein.

Part-Time Employees

In the event that a part-time employee is laid off by the Town and is offered a part-time position by the Town during her recall period and the employee does not accept the position, such decision by the employee shall be considered a refusal of recall and the employee shall lose all further recall rights.

If the position is a full-time position and the employee does not accept the position, the employee's decision not to accept the full-time position shall not impact her right to recall within the time frame set forth herein.

ARTICLE XXII
RESIGNATIONS

- A. Written notice of resignation should be filed with the First Selectperson or his/her designee at least two (2) weeks in advance of separation. This notice should include a statement of the reason for this action.
- B. An employee who resigns in good standing shall be entitled to pay up to and including the last day of work. The check will be available on the next pay day.

ARTICLE XXIII
EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

Employees desiring to review their official personnel folders will be permitted to do so by making an appointment with the First Selectperson or his/her designee.

ARTICLE XXIV
EMPLOYMENT AGREEMENT

A. All employees shall receive on or before their starting date of employment a job description, a copy of the collective bargaining agreement and a statement signed by the First Selectperson or his/her designee which indicates at least, the following.

1. Starting rate of pay;
2. Job title; and
3. Name of immediate supervisor

ARTICLE XXV
ACCIDENT REPORTS

It is the responsibility of the employee to report all work related accidents to the First Selectperson's office immediately. Forms, where needed, are available in the First Selectperson's office.

ARTICLE XXVI
MILITARY LEAVE

Military leave shall be provided in accordance with applicable state and federal law.

ARTICLE XXVII
HOURS OF WORK

A. Depending on the bargaining unit position, the regular workweek for full-time bargaining unit members shall be between thirty (30) to forty (40) hours per week, Monday through Friday.

The Town may increase an employee's regular number of hours in a workweek upon thirty (30) days written advance notice to the employee and the Union.

In the event that the Town increases an employee's regular number of hours in a workweek, the Town may, upon thirty (30) day written advance notice to the employee and the Union, return the employee to her former number of hours.

ARTICLE XXVIII
OVERTIME PAY

- A. Compensation for hours worked over forty (40) hours in any one (1) work week shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.
- B. Overtime to be worked must be approved by the First Selectperson or his/her designee and may be paid for in commensurate time, at the above rate by mutual consent
- C. For purposes of computation of overtime pay, the work week shall start at 12:01 a.m. on Sunday, unless otherwise indicated in the job description.
- D. Employees who are called back for work on days other than their normal work days, or who are called back to work early and complete the assignment, more than a half an hour before the start of their normal work day, or who are called back to work after leaving at the regular end of their work day shall be paid the appropriate rate from portal to portal and for no less than two (2) hours.

This call back provision shall not apply to scheduled meetings or activities attended to as part of an employee's regular job assignment.

- E. All additional hours beyond the employee's regular work day must be pre-approved by the appropriate Department Head based upon budgetary constraints of the Town.

If an employee is either required or authorized in advance, in writing, by the appropriate Department Head to work pre-approved overtime on a Saturday, such time shall be paid at time and one-half (1½) his/her regular hourly rate of pay.

If an employee is required, in writing, by the appropriate Department Head to work pre-approved overtime on either a Sunday or on a holiday set forth in Article VII, such time shall be paid at two times the employee's regular hourly rate of pay (in addition to holiday pay, if the work is performed on a holiday set forth in Article VII).

An employee who elects to perform authorized, pre-approved overtime work on a Sunday or on a holiday set forth in Article VII, shall be paid his/her regular straight time hourly rate of pay for such work, when such work is not required by the appropriate Department Head to be performed on a Sunday or a holiday.

ARTICLE XXIX
GROUP RETIREMENT PLAN

All employees are entitled to participate in the Town of East Haddam's Group Retirement Plan in accordance with the plan's eligibility requirements. Employees may contribute a percentage of their salary. An employee will enter the plan on the July 1st coinciding with or next, following their date of employment. The Town will match up to five percent (5.0%).

Enrollment cards and a group retirement plan booklet, containing general provisions and other pertinent information regarding the pension plan are available in the Selectperson's office upon request of the employee.

ARTICLE XXX
SCOPE OF AGREEMENT

It is understood by the parties to this Agreement that this Agreement is intended as an expression of policies and procedures which the parties consider will improve relations between the Town and employees who are within the scope of this Agreement; this understanding being expressed, without intending in any way to limit or restrict the Town or bind the Selectmen or any duly authorized representative of the Town in the discharge of duties and responsibilities as proscribed by the Statutes of the State of Connecticut, Revised.

ARTICLE XXXI
MANAGEMENT RIGHTS

The management and conduct of the business of the Town and the direction of the working force are the right of the Town. The Town shall have the right, subject to the terms herein contained, to hire and lay off employees, to classify, reclassify, assign, reassign, transfer, retransfer, promote, discipline, or discharge for cause employees and in general to maintain discipline, order and efficiency in the Town, to determine the Town's mission and the methods and means necessary to fulfill that mission including the contracting out or the discontinuance of services, positions or programs in whole or in part; the relief from duty of said employees or any portion of them because of lack of work or for any other legitimate reason and to direct the work force. The Town reserves the right to publish reasonable rules and regulations from time to time as it may deem necessary and proper for the conduct of the Town, provided the same are not inconsistent with the terms of this Agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement. Such rules may include, but not be limited to, matters such as efficiency, productivity, evaluation and assignments.

ARTICLE XXXII
SAVINGS CLAUSE

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.

Notification to the Town to negotiate a successor agreement will be in accordance with Connecticut Statutes.

ARTICLE XXXIII
MISCELLANEOUS

- A. In order to better address the needs of the residents of East Haddam, all employees shall be trained in Excel, Word, Power Point, Outlook and the Town's telephone system.
- B. Employees shall complete the necessary documentation requested by the Town in order for the Board to pay the employee via direct deposit, provided, however, an employee who did not elect direct deposit prior to June 30, 2014 shall not be required to be paid via direct deposit.
- C. Any employee who is or attains certification as set forth below that has been approved, in advance, in writing, by the Town shall receive the enumerated stipend payable on July 1st annually.

Town Clerk's Office:

- Connecticut Certified Town Clerk (CCTC) - \$150.00

Connecticut Zoning Enforcement Technician:

- Connecticut Zoning Enforcement Technician (CZET) - \$150.00

Assistant Assessor:

- Level One - CCMA1 - \$150.00
- Level Two - CCMA11 – an additional \$100.00 for level (aggregate \$250.00)

Employees shall not be eligible for more than a combined annual amount of \$250.00 with respect to the aforementioned stipends.

- D. Employees must submit a time sheet provided by the Town to the payroll department each payroll period. Prior to submission of a time sheet, the time sheet must be signed by the employee and signed off on by the employee's immediate supervisor.
- E. Effective July 1, 2017, employees will receive a \$100.00 annual stipend for cell phone use (prorated for new employees hired during a contract year).

Employees shall provide the First Selectman and his/her designee with a current cell phone number (and updated numbers, if necessary) that the employee is expected to answer when called by the Town.

ARTICLE XXXIV
WORKING OUT OF CLASSIFICATION

Whenever an employee is required to work out of classification, he/she will be compensated at

the higher classification rate if the position being filled is of higher classification and the employee works in the higher classification for a period in excess of five (5) working days. However, payment for work in excess of five (5) days will be retroactive back to the first day of assuming the higher classification duties.

ARTICLE XXXV
EDUCATION

All members may attend job related certification courses or courses that better prepare the employee to do his/her job on Town time and at the Town's expense with prior approval of the First Selectman.

ARTICLE XXXVI
DURATION

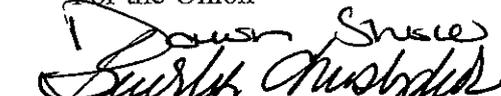
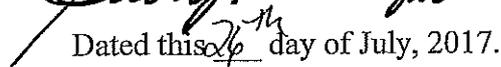
This Agreement shall be binding upon the Town of East Haddam and the CSEA, SEIU, Local 2001, CTW, from the 1st day of July 2017 and shall continue in full force and effect until midnight of the 30th day of June 2020.

If as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

ARTICLE XXXVII
SIGNATURES


For the Union


For the Town of East Haddam



Dated this 26th day of July, 2017.

APPENDIX A
WAGE RATES

July 1, 2017 – June 30, 2018 **(2.25% GWI)**

Assistant Assessor	\$22.32	\$24.80
Assistant Town Clerk	\$22.32	\$24.80
Land Use Administrative Assistant	\$22.32	\$24.80
Finance Assistant	\$23.04	\$25.58
Administrative Assistant, Building Department	\$22.32	\$24.80
Public Works Administrative Assistant	\$22.32	\$24.80

New bargaining unit employees shall commence work at Step 1 and move to step 2 after one (1) year of continuous employment with the Town.

July 1, 2018 – June 30, 2019 **(2.25% GWI)**

Assistant Assessor	\$22.82	\$25.36
Assistant Town Clerk	\$22.82	\$25.36
Land Use Administrative Assistant	\$22.82	\$25.36
Finance Assistant	\$23.56	\$26.16
Administrative Assistant, Building Department	\$22.82	\$25.36
Public Works Administrative Assistant	\$22.82	\$25.36

New bargaining unit employees shall commence work at Step 1 and move to step 2 after one (1) year of continuous employment with the Town.

July 1, 2019 – June 30, 2020 **(2.25% GWI)**

Assistant Assessor	\$23.33	\$25.93
Assistant Town Clerk	\$23.33	\$25.93
Land Use Administrative Assistant	\$23.33	\$25.93

Finance Assistant	\$24.09	\$26.75
Administrative Assistant, Building Department	\$23.33	\$25.93
Public Works Administrative Assistant	\$23.33	\$25.93

New bargaining unit employees shall commence work at Step 1 and move to step 2 after one (1) year of continuous employment with the Town.

In any year of the contract, the Town may combine certain bargaining unit positions upon the retirement of the current Assistant Tax Collector and/or the Administrative Assistant, Building Department.

Additionally, the Town will revise all job descriptions.