

**AGREEMENT BETWEEN**  
**THE TOWN OF HADDAM**  
**AND**  
**TOWN HALL EMPLOYEES**  
**SEIU/CSEA, AFL-CIO, LOCAL 2001**

**July 1, 2011 - June 30, 2014**

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## PREAMBLE

This Agreement is made and entered into between the Town of Haddam (hereinafter referred to as the "Town"), and CSEA, Local 2001, SEIU, CTW (hereinafter referred to as the "Union").

## ARTICLE I - RECOGNITION

The Union is recognized as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment--for all clerical white collar employees, engineer/sanitarian, and zoning enforcement officer so designated in Case No. ME, 13-009, and amended in Case No. ME-16,183 Connecticut State Board of Labor Relations who work twenty (20) hours or more per week, excluding supervisory employees, confidential employees, seasonal and temporary employees, and all other employees excluded by virtue of the provisions of the Connecticut State Municipal Employees Relations Act.

## ARTICLE II - TOWN RIGHTS

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town pursuant to any Charter, general or ,special statute, ordinance , regulation or other lawful provision, over the complete operations, practices, procedures and regulations with respect to the bargaining unit employees, shall remain vested solely and exclusively in the Town of Haddam, including, but not limited to the following: determine the standards of services to be offered by the Town employees; determine the standards of selection for Town employment; direct its employees; take disciplinary action; hire, assign, transfer or promote its employees, and relieve its employees from duty because of lack of work or for other reasons; issue and enforce rules and regulations and from time to time change them; maintain the efficiency of governmental operations; determine work schedules and business hours; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its responsibilities to the citizens of Haddam. The Town further retains all other rights and prerogatives including those exercised unilaterally in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement. All of the above rights, responsibilities and prerogatives are inherent in the Board of Selectpersons and First Selectperson.

## ARTICLE III - COMMENCEMENT OF EMPLOYMENT

1. All employees shall receive on or before their starting date of employment a job description if one exists for the position which they occupy, a copy of the current Agreement between the Town and the Union and a communication from the First Selectperson indicating the following:
  - a. Starting rate of pay and salary range if applicable;
  - b. Job title;
  - c. Name of immediate supervisor.
2. Job descriptions may be changed, eliminated or created as necessary by the Board of Selectpersons.
3. New employees shall serve a probationary period of ninety (90) working days during which time they

shall obtain seniority from date of hire. Such probationary employees may be terminated at the sole discretion of the Town for any reason without recourse to any procedures for review or grievance contained in this Agreement. Additionally, each employee shall receive a probationary period review of his/her job performance. Upon request of the Department Head and/or as circumstances may require, the probationary period may be extended for not more than ninety (90) working days if said determination of the length of extended probationary period is made by the First Selectperson.

#### ARTICLE IV - DEFINITIONS

1. A permanent full-time employee is one who works at least thirty (30) hours per week and has Completed his/her probationary period.
2. A permanent part-time employee is one who works at least, twenty (20) hours per week or more, but less than thirty (30) hours for twelve (12) months per year.
3. Temporary positions including summer help in the-student positions include full-time and part-time positions which are of a temporary nature with duration of four (4) months or less. Said positions shall not be eligible for fringe benefits contained in this Agreement.

#### ARTICLE V - HOURS OF WORK

1. The normal work schedule for all employees shall be thirty-five (35) hours per week. The normal workweek for all employees shall be five (5) days, Monday-Friday. In cases of emergency, the First Selectperson may determine a different work schedule to meet the operational needs of the Town. The Selectman's Asst. will work 34 hours per week 2011-2012. Building Custodian's and Financial Coordinator's hours shall continue in accordance with the existing schedule plus 2 hours additional starting July 1, 2011.

Monday - Wednesday	8:00am or 8:30AM - 4 PM
Thursday	8:00am or 8:30AM - 6:30PM
Friday	8:00am or 8:30AM - Noon

2. Nothing provided herein shall be construed as a guarantee of any scheduled hours, minimum workweek, minimum workday or the availability of work. Any change in scheduled hours, work week, work day or available work will require a minimum of ten days notice by the Town to the Union.

#### ARTICLE VI - OVERTIME

1. Employees shall be compensated at time and one-half of his/her hourly rate for all authorized hours worked in excess of forty (40) hours in one work week. Authorized hours worked in excess of their regularly scheduled hours per week up to forty (40) hours per week shall be compensated at straight time. Employees may be required to perform overtime work as determined by the Town based upon operational requirements. All overtime must be approved in advance by the First Selectperson and or his/her designee.

2. Each employee shall record his/her time worked on a time sheet and/or by means of an electronic time clock. The First Selectperson or his/her designee shall determine whether or not employees are required to punch time cards and/or fill out time sheets. Any employee punching a time card and/or creating time records of another employee shall be subject to dismissal.

3. The Town shall retain the right to require overtime work when it deems necessary. Overtime shall,

within the operational demands of the Town, be distributed equally among full-time employees with similar duties. The distribution shall be over a four (4) month period.

4. If an employee refuses, is unavailable, or cannot be reached for overtime work, the employee will be charged with overtime in relation to the overtime rotation as if the employee had worked. Any employee, who refuses to perform overtime work when ordered to do so, may be subject to disciplinary action.

5. An employee who is called in to work during non-scheduled hours shall be paid a minimum of two (2) hours at the applicable rate.

6. Any employee required to attend any meeting commencing after 6:00 p.m. or later shall be paid a minimum of two (2) hours at the applicable rate.

7. For any employee required to attend night meetings and who attends those night meetings during any week, that employee will receive a differential of fifty cents per hour for any hour(s) outside of the normal work week in number 1 of Article 5 up to 40 hours per week. After 40 hours during any week only number one of Article VI will apply for hours worked over forty hours.

8. The Town Reserves the right to contract with anyone, whether or not a member of the bargaining unit, for purposes of maintaining and updating the Town's website only, and to determine the terms and compensation for such work, which remains outside of the bargaining agreement regardless of who performs the work.

#### ARTICLE VII – BREAKS

With the approval of the First Selectperson, Supervisors will determine the time and schedule for breaks. When working conditions permit, two breaks not to exceed ten (10) minutes each will be given to each employee per day. Three 10 minute breaks on Thursday. Work areas shall not be left unattended and coverage will be maintained so that the Town business is not interrupted. Lunch will be One Hour in length at 12noon to 1:00 (1:00Pm-2:00PM) Monday- Thursday. Breaks are not to be used to extend lunch hours.

#### ARTICLE VIII - OUTSIDE EMPLOYMENT

Any employee who engages in employment outside of his/her regular working hours shall be expected and re6.424 512.83 s3anp3(a)4(ondes)4(l 4( f)3(ne)T(e)4Tm2(id3( F duties3(The)5( T)-2(on sha)3(4(a)4(nliabl Tm[e

ARTICLE X - SENIORITY, LAYOFF, RECALL, TRANSFERS

1. Seniority is defined as the employee's total length of continuous service with the Town. Seniority shall be considered broken for such reasons as; resignation or separation, discharge, layoff of more than one year and overstaying a leave of absence. All seniority rights hereunder are conditional upon the employee, in the judgment of the Town, being fully qualified, capable and willing to perform the work to which his or her seniority may entitle him or her.

2. In the event that a layoff becomes necessary or there is a reduction in the work schedule or work force, the employee(s) with the highest seniority will be maintained provided that such employee(s) are qualified to perform the required work. Where two or more employees are equally qualified in the judgment of his/her supervisor and the First Selectperson, the employee with the highest seniority will be maintained. The judgment of the supervisor and First Selectperson as to qualifications will be final unless found to be arbitrary and capricious. Employees subject to layoff or reduction in hours shall be notified in writing at least two (2) calendar weeks prior to the effective date of the layoff or reduction or said employee shall receive two (2) weeks pay in lieu of said notice. Employees who are laid off will maintain all seniority rights under the provisions of this Agreement for a period of one calendar year from effective date of the layoff.

3. Employees first laid off will be first recalled, provided said employee is qualified to perform the required work.

4. The First Selectperson may initiate transfers of employees between departments and or work shifts, based upon the needs and interests of the Town operations. Employees will be provided five (5) days notice of transfer except in the case of emergency. Employees who are transferred or whose hours are decreased will maintain current salary and other accrued benefits.

In the event of a layoff under this section, retained employees will be paid in accordance with the job performed.

ARTICLE XI - HOLIDAY PROVISIONS

1. There shall be thirteen and one-half paid holidays a year for employees holding Permanent full-time positions.

New Years Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	From Noon on the day before Christmas
Fourth of July	Christmas Day
Labor Day	Day after Christmas

2. When a holiday occurs on Saturday, Friday shall be the day of observance. When a holiday occurs on Sunday, Monday shall be the day of observance. When a holiday occurs on a Friday, employees who are normally scheduled to work a half day will be allowed to take a half of a floating holiday, scheduled by mutual agreement between the employee and the Town.

3. Permanent Part-time employees shall be granted holiday pay on a pro-rata basis provided it falls on their regular workday.

4. Persons on probation for permanent full-time positions shall be granted holidays in the same manner as if they had completed the probationary period.
5. Holiday pay is the employee's regular straight time rate of pay for the hours of a normal work day and/or one-fifth of the weekly salary for the salaried employees.
6. Employees called into work on Thanksgiving Day, Christmas Day, or New Year's Day shall receive double time pay.

ARTICLE XII - VACATION

All permanent employees shall receive vacation as follows:

1. Paid vacation shall commence accumulation on the first day of the month of continuous employment if starting date is prior to the 16th of the month. Accumulation shall start on the first day of the second month for employees beginning employment on or after the 16th day of the month.
2. No accumulation shall occur in the month of termination unless the final date of employment is the 16th of the month or after.
3. The vacation period shall begin on the anniversary of the employee's date of hire, and each employee shall be required to take his/her entire vacation within the current year earned.
4. Vacation entitlement shall be based upon the following schedule.

More than 6 months, Less than 12 months - 5 days

1-5 years	10 days	13 years	18 days
6 years	11 days	14 years	19 days
7 years	12 days	15 years	20 days
8 years	13 days	16 years	21 days
9 years	14 days	17 years	22 days
10 years	15 days	18 years	23 days
11 years	16 days	19 years	24 days
12 years	17 days	20 years+	25 days

5. Employees shall be paid for vacation taken and shall not be paid for vacation not taken during the vacation year. Exceptions may be made by the First Selectperson for employees under special circumstances.
6. Vacations may be taken in full or half day increments, consistent with the operational needs of the Town and subject to the approval of the First Selectperson.
7. A permanent employee who is separated, dismissed or retired from the Town service shall be paid the sum total of his/her accrued vacation leave upon the date of such separation, dismissal or retirement in accordance with this Agreement. Such vacation leave shall accrue month by month during the fiscal year on a pro-rata basis provided the employee completes at least sixteen (16) days of the month.
8. In the event of death of an employee, the employee's accrued vacation pay shall be paid to the employee's beneficiary. Employees shall designate in writing in their personnel folder the identity of such person(s).

9. Vacation pay is equal to the employee's regular straight time rate of pay times the number of hours in a normal work day and/or one-fifth of the employee's weekly salary times the number of days of vacation. Vacation leave shall not be granted until the employee has completed the probationary period.

10. All vacation leave must be approved by the Department Head or First Selectperson. Request for three (3) or more day's vacation shall be filed at least two (2) full weeks prior to the requested dates and are subject to the operational needs of the Town. Request for less than three (3) days of vacation must be made at least one (1) week in advance and are subject to the operational needs of the Town.

11. Earned vacation time may be credited to sick leave in the event that an employee has exhausted sick leave.

### ARTICLE XIII - LEAVE PROVISIONS

#### A. SICK LEAVE:

1. Upon the successful completion of the probationary period of employment, each employee shall be entitled to sick leave with pay which shall accrue at the rate of one and one quarter day per month, total 15 days per year. Part-time employees shall accrue sick leave on a prorated basis, based on actual hours worked. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Town, and is authorized by the Town, but such accumulation of sick leave shall not be more than eighty (80) days.

2. In order to be qualified for sick leave pay an employee must notify his/her Department Head prior to the commencement of the workday unless otherwise specified by the Department Head.

3. Sick leave shall not be considered a privilege to be used at the employee's discretion but shall be allowable only in the event of actual illness or injury of an employee except as noted in Section 5 herein. The Town may require a physician's certificate or other proof of illness if sick leave extends beyond one week in duration. The Town may deny payment for sick leave if an appropriate physician's certificate is not provided by the employee.

4. Sick leave must be used in increments of at least one-half (1/2) of an employees normal work day.

5. Employees may utilize sick leave provided in this Agreement in the event of an emergency, serious illness or injury to a member of his/her immediate family: defined as, husband, wife, father, mother, sister, brother, child or any other co-habitant of the employee's household. This provision is subject to a three (3) day limitation per calendar year.

#### B. FUNERAL LEAVE:

Additional days taken under this provision may be deducted from accumulated sick time.

1. All employees shall be granted funeral leave with pay for a maximum of five (5) days for their immediate family who consists of mother, father, spouse, son, daughter, sister, brother, Father-in-law, mother-in-law, grandparents or grandchildren, daughter-in-law, son-in-law or any blood relative actually living in their household (each occurrence).

2. All employees may be granted funeral leave with pay for a maximum of one day per occurrence to attend the funeral for the following: niece, nephew, uncle or aunt, sister-in-law, brother-in-law. Additional days taken under this provision may be deducted from accumulated sick time.

### C. PERSONAL DAYS:

Two days of paid personal leave for each year will be granted to permanent employees after the completion of the probationary period.

### D. INJURY LEAVE:

1. Injury leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury which occurred while the employee was engaged in the performance of his/her authorized town duties.
2. An employee must immediately report to his/her supervisor all instances of injuries sustained on the job.
3. Employees of the Town are covered by Workers' Compensation insurance and are paid stated amounts due to injuries sustained on the job.
4. Lost time under injury leave shall not be charged to vacation or sick leave accruals. Employees on injury leave will accrue seniority during the first twelve (12) months of injury leave. Employees will receive compensation and benefits as provided in the Workers' Compensation Act.

### E. MILITARY LEAVE:

Employees leaving the service of the Town to join the military forces of the United States of America, during the time of war or other national emergency, or who are inducted by the Selective Service shall be entitled to a leave of absence, accumulation of seniority and re-employment rights in accordance with applicable statutes.

### F. FAMILY AND MEDICAL LEAVE:

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all jobs related purposes. Accumulated sick leave shall be available for use during such disability.
2. Disability leave may be extended for cases at the discretion of the First Selectperson in accordance with State statutes.
3. Upon signifying intent to return, an employee will be reinstated to her original job or to an equivalent position with no reduction in pay. Reinstatement is subject to the availability of positions.

### G. JURY DUTY:

Employees who serve on jury duty shall be paid the difference between the employee's normal rate of pay and the fee received for serving as a juror, not to exceed forty (40) hours in any week and/or the regular hours which the employee works, whichever is less. An employee called for jury service shall furnish the Town with a notice to serve and evidence of attendance.

### H. LEAVE OF ABSENCE:

1. Leave of absence without pay may be granted to any permanent employee upon recommendation by the employee's supervisor, not to exceed two (2) months. The First Selectperson shall determine



2. If the Department Head exists, he/she will render a decision within five working days of the complaint. If the employee is unable to reach a satisfactory conclusion, the employee shall present the grievance in writing to the First Selectperson within five (5) working days of the decision of the Department Head.
3. The First Selectperson will consider the grievance, conduct any further investigation if necessary, and render a final written decision to the employee within fifteen (15) working days of receipt of the grievance.
4. In the event the parties are unable to settle the grievance as outlined above, it may be submitted by the Union to arbitration under Voluntary Labor Arbitration rules of the American Arbitration Association. The request must be in writing and filed with the American Arbitration Association not later than fifteen (15) days after the written answer of the First Selectperson in Step Three is given to the Union.
5. Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Town and shall not be subject to further process. However, any of the above time limits, except for the filing period, may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.
6. The Arbitrator designated shall hear and decide only one (1) grievance in each case under the rules of the Association. His/her award shall be final and binding as provided by law, but he/she shall have no power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement. The fee and expenses of the arbitrator shall be borne equally by the parties.
7. Officers or stewards of the Union shall be designated by the Union for the purposes of adjusting grievances. These individuals so designated by the Union may file general or "institutional", grievances when an issue applies to more than two (2) members of the bargaining unit. The Town and the Union will mutually agree upon the number of such Union representatives who shall participate in the grievance procedure. Grievances shall be processed after normal working hours and the Town will not pay employees for the time spent conducting such business.
8. An employee involved in the grievance process may request that the Union represent him/her at any time.

#### ARTICLE XVII - DISCIPLINE AND DISCHARGE

1. No employee shall be discharged or disciplined without proper cause.
2. Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied. The severity of the disciplinary action shall be determined by the seriousness of the violation and the employee's record of discipline and performance. Disciplinary action shall include the following but shall not necessarily follow in this order  
**A. Verbal Warning, B. Written Warning, C. Suspension without Pay, D. Discharge**  
Items A-D represent guidelines only and can be adjusted by the Town when necessary.
3. The Department Head and or First Selectperson are authorized to determine disciplinary action and implement same. Suspensions and Discharges shall be recommended and implemented solely by the First Selectperson in *accordance* with applicable Town Charter provisions.

4. Employees shall be notified of disciplinary actions in writing and have a copy placed in their personnel file.

#### ARTICLE XVIII – INSURANCE

1. The Town will make available to all full-time employees and their dependents the following benefits. Beginning July 1, 2012 all full-time employees will pay \$5.00 per month for Health insurance benefits.

- A. Anthem Blue Cross/Blue Shield Century Preferred program.
- B. Prescription Drug Rider
- C. Optional Provision(s)

2. The Town shall have the right at any time to changing insurance carriers provided that the coverage is substantially the same as the existing plan. No changes in insurance carriers will be made without prior notification to the Union.

3. All references in this Agreement to types of benefits are solely for the purpose of description and identification and in all cases the terms and the provisions of the insurance policies shall govern any claim.

4. Employees who retire shall be eligible to receive for him/herself and eligible dependents upon payment by the employee at the applicable group rate, such contractual insurance which the insurance carrier will allow the retiree to participate in. Said insurance coverages shall not be retroactive and will only be effective when the insurance carrier deems them to be so.

5. Effective July 1, 1993, all employees who are covered under the Pension Plan will be included in a group life insurance and A.D. & D , program in the amount of forty-five thousand dollars (\$45,000) until age 65, at which time the coverage will be reduced by thirty-five percent (35%). The benefits are further reduced by thirty-five percent (35%) of the remaining amount every five years thereafter

#### ARTICLE XIX – PENSION

1. All employees covered under the retirement and insurance plan shall continue to be covered under the new Town of Haddam Pension Plan with past service credit back to the initial date of employment, paid for by the Town of Haddam.

2. After the effective date of this Agreement, all new hires shall fall under the rules, regulations, and requirements of the Town of Haddam Pension Plan, if they are eligible.

3. A copy of the plan shall be made available to all employees.

#### ARTICLE XX - PERSONNEL FILES

Employees shall have the right to see their personnel file by appointment. The employee shall make his/her request to the First Selectperson in writing or to the First Selectperson's designee. The right shall be exercised during non-working hours. A copy of any disciplinary items placed in an employee's personnel file shall be provided to the employee within a reasonable time of the discipline.

## ARTICLE XXI - NO DISCRIMINATION

There shall be no unlawful discrimination against any employee based upon marital status, age, sex, race, creed, national origin, ancestry, religious beliefs, physical disability, union activity, or lack of union activity either by the Town or by the Union. As used herein, the words "he" and "him" apply fully to bargaining unit members, regardless of sex or gender.

## ARTICLE XXII - USE OF TOWN VEHICLES

Subject to a determination of the Board of Selectpersons, employees may have Town vehicles for commuting to and from work. When a vehicle is assigned to an employee it may not be used for personal business and or any activities unrelated to the conduct of Town of Haddam business. Failure to abide by these provisions shall result in the loss of use of the vehicle, and employees may be subject to reimburse the Town for any costs.

## ARTICLE XXIII – MILEAGE

When employees are required to utilize personal vehicles during working hours at the direction of the Department Head, they shall be reimbursed at the IRS Reimbursement rate.

## ARTICLE XXIV - SOLICITATION OF EMPLOYEES

Solicitation of or offering of goods and services to employees is prohibited on Town property at all times.

## ARTICLE XXV - EMERGENCY CONDITIONS

1. Whenever the Town office building is closed due to emergency weather conditions or other emergency conditions by the First Selectperson, employees will suffer no loss of pay for the duration of the closing subject to item 2 below.
2. In the event that the emergency closing identified in item I exceeds two (2) working days, employees will not be paid but may elect to use accrued vacation leave.

## ARTICLE XXVI - UNION SECURITY

1. As a condition of employment, all present employees who are members of the Union upon the effective date of this contract shall remain members in good standing of the Union on and after the completion of their probationary period. Any employee may elect not to join the Union and to pay a service charge equal to the amount assessed for union dues.
2. All employees who are hired hereafter, as a condition of continued employment, shall become and remain members in good standing of the Union on and after the completion of their probationary period. Any employee may elect not to join the Union and pay a service charge equal to the amount assessed for union dues.
3. All employees in the unit who are not Association members on the effective date of this Agreement, as a condition of continued employment, will pay CSEA each month a service charge as a contribution toward the cost of administering and negotiating of this Agreement and servicing of grievance provisions provided, however, that no employee shall be required to comply with this section before the completion of his/her first probationary period. Objection to this section by any non-association member may be appealed in writing to CSEA for review.

4. The provisions of this Article, Sections 1-3 above shall be in effect only so long as CSEA is the sole and exclusive bargaining representative for the employees covered by this Agreement.

5. DUES CHECK-OFF: Upon receipt of individual written authorization from bargaining unit members, the Town agrees to deduct Association dues or a service fee monthly from earned wages and remit promptly to Civil Service Employees. Affiliates at its current address not later than the last day of each month. 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 reason of, action taken by the Association for the purpose of complying with the provisions of this Article.

6. The town will provide up to 1 paid day per year for the President of the Chapter, or his/her designee, to attend to Union Business. This time will include but not be limited to attending conventions, conferences, and/or training. This time will not impact the practice of Allowing officers of the Chapter doing investigations of grievances during work time. Union officers will continue, as has been the practice, of being able to use work time for investigating and processing grievances or other processes regarding the administration of the collective bargaining agreement.

#### ARTICLE XXVII - BULLETIN BOARDS

The Town of Haddam shall supply a bulletin board, or space on an existing bulletin board, in Town Office Building for the display of Union material.

#### ARTICLE XXVIII - ASSOCIATION MEETINGS

The Association may call meetings on the premises of Town property, providing such meetings 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 at least one (1) day notice to the First Selectperson or designee and will be held in a room approved by him/her.

#### ARTICLE XXIX - NO STRIKE

1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union and the employees therefore expressly agree that there shall be no interference of these services for any cause whatsoever by the employees, nor shall there be any concerted failure by the employee to report to duty, nor shall the employees absent themselves from their work or abstain in whole or part from the full, faithful and proper performance of the duties of their employment. The Union and the employees further agree that there shall be no strikes, slowdowns, sit-downs, stay-ins, mass resignations, stoppage or similar forms of conduct that interfere in any manner or to any degree with the operations of the Town.

2. Any violation of the foregoing by the parties may be made the subject of disciplinary action or discharge from employment, as to any or all employees participating. The Town reserves the right to pursue any legal right or remedy available in the event of a violation of this provision.

### ARTICLE XXX – VACANCIES

Notice of vacancies and/or new positions shall be posted on the Union'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 designee within three (3) working days from the initial posting in order to be considered for the initial posting. All positions posted shall be dated as of the day they are posted.

### ARTICLE XXXI - EMPLOYMENT AGREEMENT

All employees shall receive on or before their starting date of employment a job description, a copy of the labor agreement and a statement signed by the First Selectperson or designee which indicates at least, the following:

- A. Starting rate of pay
- B. Job Title
- C. Name of immediate supervisor
- D. Copy of the labor agreement

### ARTICLE XXXII - SAVINGS CLAUSE

1. This contract constitutes the entire Agreement between the Town and the Union and fully settles any and all demands and issues for the term of the contract with respect to any and all matters subject to negotiation.
2. For the duration of this contract, the Town and the Union expressly waive any right to negotiate and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter which is subject to negotiation whether or not such subject matter is specifically referred to herein.
3. The Town and the Union agree that if any provision of the Agreement is determined to be unlawful by a court or legal agency of competent jurisdiction or by legislative enactment, the remaining provisions shall remain in effect consistent with the prevailing principles of contract interpretation.

### ARTICLE XXXIII - DURATION

1. The provisions of this Agreement shall not be effective retroactively unless specifically so provided and shall continue to remain in full force and effect up to and including June 30, 2014.
2. This contract shall be automatically renewed from year to year unless either party shall notify the other in writing by Certified or Registered Mail at least one-hundred-fifty (150) days prior to the termination date (or, if renewed, the anniversary date) that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than one-hundred-twenty (120) days prior to the termination or anniversary date. Any terms, provisions, or benefits arising under a subsequent Agreement shall not be applied retroactively.

### 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 a higher classification and the employee works in the higher classification for a period in excess of ten (10) working days.

ARTICLE XXXV - PERSONNEL POLICY

1. All provisions of the Town of Haddam Personnel Rules and Regulations which are not specifically altered by this Agreement shall continue to apply to all members of the bargaining unit.

ARTICLE XXXVI - STABILITY

No amendment, alteration or verification of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

ARTICLE XXXVII - WAGES

1. The wages and salaries for all members of the bargaining unit are contained in Appendix A.
2. Employees hired into the bargaining unit after the effective date of this agreement shall not be paid less than ninety percent (90%) and not more than one hundred percent (100%) of the wage rates of the employee previously holding the position. However, regardless of the number of times the position is refilled, the 90% reduction stated above will only take place one time per position for the life of this agreement.

ARTICLE XXXVIII - MISCELLANEOUS

The Town agrees to continue to pay for the costs of any certifications, licenses, professional fees, or courses necessary for employees to fulfill their job responsibilities which had been paid for by the Town as of July 1, 1994.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the date and year set forth below.

TOWN OF HADDAM

LOCAL 2001 CSEA/SEIU, CTW

\_\_\_\_\_  
Paul DeStefano, First Selectman

\_\_\_\_\_  
George Gould, Union Rep.

\_\_\_\_\_  
Anna D. Riebold, Negotiation Team

\_\_\_\_\_  
Debra, Talbot, Negotiation Team

\_\_\_\_\_  
Georgia S. Emanuel, Negotiation Team

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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Appendix A

Effective Date	7/1/11	7/1/12	7/1/13
Hourly employees:			
Selectman's Assistant	21.92	22.25	22.58
Assistant Town Clerk	22.98	23.32	23.67
Assistant Tax Collector	21.54*	21.86	22.19
Assistant Assessor	21.74**	22.07	22.40
Building Inspector Adm. Asst.	19.67	19.97	20.27
Receptionist	20.23	20.53	20.84
Land Use Adm. Coordinator	21.02***	21.34	21.66
Financial Coordinator	29.85	30.30	30.75
Public Works Clerk	16.76	18.53****	20.33****
Custodian/Building Maintenance	21.74	22.07	22.40
ZEO/WEO	26.45	26.85	27.25
Engineer/Sanitarian	0	0	0

Two additional Hours all employees.

Asst. Tax Collector is equal to a 1% one time raise, 2011. Asst. Assessor is equal to a .5% one time increase 2011. Land Use Adm. Coordinator is equal to a 1.5% one time increase, in 2011. all other increases are 0% -2011. All employees will receive 1 ½ % increase in 2012 & 2013. Public Works Clerk will receive a \$1.50/hour, plus 1 ½ % increase in 2012, and 2013.

1/12/2014 4:20 PM

