

AGREEMENT

BETWEEN

THE TOWN OF HADDAM

AND

**TOWN HALL EMPLOYEES
SEIU/CSEA, AFL-CIO, LOCAL 2001**

July 1, 2014 – June 30, 2017

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PREAMBLE

This Agreement is made and entered into by and 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 regular full-time and regular part-time employees shall receive on or before his/her starting date of employment as a member of the bargaining unit a job description, if one exists, for the position which he/she occupies, a copy of the current collective bargaining 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; and
- c. Name of immediate supervisor.

2. Job descriptions may be changed, eliminated or created as necessary by the Board of Selectpersons.
3. A regular full-time employees shall serve a probationary period of ninety (90) working days.

The probationary period for a regular, part-time employee shall be sixty (60) working days, unless the part-time employee works either a four (4) or a five (5) day workweek. Under such circumstances, the ninety (90) working days shall apply.

Upon either a request from the Department Head or as circumstances may require, the probationary period for a regular full-time employee may be extended for not more than ninety (90) additional working days (60 additional working days for a regular, part-time employee, except as set forth above regarding part-time employees who work either a four (4) or a five (5) day workweek) as determined by the First Selectperson. The Town will provide notice to the Union of any extension of the probationary period setting forth the reason(s) for the extension of the probationary period.

“Working days” shall be defined as days the employee attends work.

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 an evaluation during his/her probationary period of his/her job performance.

Upon the employee’s successful completion of his/her probationary period (or extended probationary period, if applicable), the employee shall obtain seniority rights from his/her date of hire as a bargaining unit member.

ARTICLE IV **DEFINITIONS**

1. A regular full-time employee is one who regularly works at least thirty (30) hours per week and has completed his/her probationary period.
2. A regular part-time employee is an employee who regularly works at least twenty (20) hours per week or more, but less than thirty (30) hours per week during a fiscal 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 regular work schedule for all regular, full-time employees shall be thirty two (32) work hours per week.

The regular workweek for all regular, full-time 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 regular workweek for all regular, full-time bargaining unit members (except for the Building Custodian, the Selectman's Assistant and the current Financial Coordinator) shall be:

Monday - Wednesday	8:30 a.m. - 4:00 p.m. (6½ work hours and a 1 hour unpaid lunch)
Thursday	8:30 a.m. - 6:30 p.m. (9 work hours and a 1 hour unpaid lunch)
Friday	8:30 a.m. - Noon (3½ work hours)

The Building Custodian's work hours shall be thirty nine (39) work hours per week.

The regular workweek for the Building Custodian shall be:

Monday - Thursday	5:00 a.m. - 2:00 p.m. (8 work hours and a 1 hour unpaid lunch)
Friday	5:00 a.m. - 12:00 p.m. (7 work hours)

The Building Custodian shall provide the First Selectperson on a weekly basis with a daily log of the specific work performed during each day of the workweek (including the time period for each task performed).

The Financial Coordinator's work hours shall be thirty seven (37) hours per week, provided, however, upon the retirement of the current Financial Coordinator, such hours shall be thirty two (32) work hours per week.

The regular workweek for the current Financial Coordinator shall be:

Monday - Wednesday	7:00 a.m. - 4:00 p.m. (8 work hours and a 1 hour unpaid lunch)
Thursday	8:30 a.m. - 6:30 p.m. (9 work hours and a 1 hour unpaid lunch)
Friday	8:00 a.m. - Noon (4 work hours)

The regular workweek for the Selectman's Assistant shall be thirty four (34) hours consisting of:

Monday - Wednesday	8:00 a.m. - 4:00 p.m. (7 work hours and a 1 hour unpaid lunch)
Thursday	8:30 a.m. - 6:30 p.m. (9 work hours and a 1 hour unpaid lunch)
Friday	8:00 a.m. - Noon (4 work hours)

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, workweek, workday or available work will require a minimum of ten (10) days notice by the Town to the Union.

ARTICLE VI
OVERTIME

1. Employees shall be compensated at time and one-half (1½) of his/her hourly rate for all authorized hours worked in excess of forty (40) hours in one (1) work week. Authorized hours worked in excess of an employee's 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. Any employee who is required to and attends a night meeting in his/her capacity as a Town employee shall receive a differential of fifty cents (.50) per hour in year one of the contract (July 1, 2014 to June 30, 2015), fifty-five cents (.55) per hour in year two of the contract (July 1, 2015 to June 30, 2016), and sixty cents (.60) per hour in year 3 of the contract (July 1, 2016 to June 30, 2017) for all hours worked during the night meeting. Such rate shall not be retroactive.

In the event that the employee works in excess of forty (40) hours during a workweek when the employee is required to and attends a night meeting, the rates set forth above shall be paid at time and one-half (1½) for the applicable night meeting.
8. In the event that the Town maintains a Town website, the design and maintenance of the website may be performed by either: (a) an outside vendor selected by the Town; or (b) internally by non-union members.

Updates to the website will be performed by bargaining unit members.

A bargaining unit member assigned to update the website shall receive his/her regular remuneration

for the performance of such 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 paid (2) breaks not to exceed ten (10) minutes each will be provided to each regular, full-time employee per day on Mondays, Tuesdays and Wednesdays, provided, such day is a regular six and one-half (6½) work hour day.

Except as set forth below, on Mondays, Tuesdays or Wednesdays of shorter duration, there will be one (1) ten (10) minute break.

When working conditions permit, three (3) ten (10) minute paid breaks will be provided on Thursdays to regular, full-time employees, provided such day is a regular nine (9) work hour or more day.

On Thursdays of shorter duration, there will be one (1) ten (10) minute break if the workday ends at 12:00 p.m. and two (2) ten minute breaks if the work day ends at 4:00 p.m.

There shall be one (1) ten (10) minute break on Fridays.

There shall be no break time on one-half (½) days (with the exception of Thursdays of shorter duration and Fridays).

Work areas shall not be left unattended and coverage will be maintained so that the Town business is not interrupted.

An unpaid lunch break will be one (1) hour in length at 12 noon to 1:00 or 1:00 p.m. to 2:00 p.m. Monday- Thursday. There shall be no lunch break on Fridays.

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 required to perform duties for the Town first. The Town shall not be liable for any injury to an employee while he/she is engaged in outside employment or for any occupational illness or injury attributed thereto.

Outside employment shall not be prohibited by any term(s) of this Agreement except that said employment shall not conflict with the employee's position with the Town and/or with the faithful performance of the employee's duties on behalf of the Town of Haddam.

ARTICLE IX
RESIGNATIONS

An employee who is leaving the employ of the Town shall file, at least two (2) weeks in advance of his/her last day of employment, a written and signed statement of resignation stating the effective date of resignation. Said resignation shall be filed with the Department Head and with the First Selectperson.

ARTICLE X
SENIORITY, LAYOFF, RECALL, TRANSFERS

1. Seniority is defined as the employee's total length of continuous service with the Town in a bargaining unit position. Seniority shall be considered broken for such reasons as; resignation or separation, discharge, layoff of more than one (1) year and failing to return to work upon the expiration of 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 (2) 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 (1) 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. The following enumerated holidays shall be considered paid holidays for all regular, full-time employees.

Remuneration for the holidays set forth below shall be based on the employee's regular work hours for the day the holiday falls on during the employee's workweek.

New Years' Day	Columbus Day
Martin Luther King's Birthday (observed)	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday (½ day)	Day after Thanksgiving (½ day)
Memorial Day (observed)	From Noon on the day before Christmas (½ day)
Fourth of July (observed)	Christmas Day
Labor Day	Day after Christmas

2. When a holiday occurs on a Saturday, Friday shall be the day of observance. When a holiday occurs on a Sunday, Monday shall be the day of observance. When a holiday occurs on a Friday, the employee's holiday pay for such work day shall be based on the employee's regular work hours for the day.

If New Years' Day, the Fourth of July (observed), Christmas Day or the day after Christmas is on a Friday, in addition to holiday pay, as set forth above, the employee shall also receive a one-half (½) day floating holiday, based upon the employee's regular Monday work hours.

3. Regular part-time employees shall be granted holiday pay based on the employee's regular work day, provided it falls on his/her 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 (1/5) of the weekly salary for the salaried employees.
6. Employees called into work on Thanksgiving Day, Christmas Day or New Years' Day shall receive double time (2x) pay.
7. To be eligible for holiday pay, an employee must work his/her last scheduled workday before the holiday and his/her first scheduled workday after the holiday, unless such employee is excused by the First Selectperson or is out on an approved vacation day, jury duty funeral leave or sick day (with a note from the employee's treating physician).

ARTICLE XII
VACATION

All regular, full-time employees shall receive vacation as follows:

1. Paid vacation shall commence to accumulate on the first day of the month of continuous employment in a full-time bargaining unit position if the starting date is prior to the 16th calendar day of the month.

Accumulation shall commence to accumulate on the first day of the second month of continuous employment in a full-time bargaining unit position if the starting date is on or after the 16th calendar day of the month.

2. No accumulation shall occur in the month of termination unless the final date of employment is the 16th calendar day of the month or after.
3. The vacation period shall begin on the anniversary of the employee's date of hire as a bargaining unit member. Each employee shall be required to take his/her entire vacation within the contract year it is earned.
4. Vacation days shall be based upon the following schedule commencing with the employee's date of hire in a bargaining unit position:

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

Regular, part-time employees shall receive vacation days based on the employee's regular work day.

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 one-half (½) day increments (based on the number of work hours on such work day), consistent with the operational needs of the Town and subject to the approval of the First Selectperson.
7. A regular, full-time or part-time employee who separates, is dismissed or retires from employment with the Town shall be paid the sum total of his/her accrued vacation leave upon the date of such separation, dismissal or retirement in accordance with the terms of this Agreement.

Such vacation leave shall accrue month by month during the contract year on a pro-rata basis provided the employee is employed by the Town on the sixteenth (16th) calendar days of the

applicable month (or later).

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 regular, full-time or part-time employee's straight time rate of pay times the number of hours in the employee's regular work day times the number of days of vacation. Vacation leave shall not be granted until the regular, full-time or part-time employee has completed his/her probationary period.
10. Prior to using any vacation leave, an eligible employee must submit a written request to her Department Head and the First Selectperson.

A request for use of vacation leave must be approved, in writing, in advance, by the Department Head and the First Selectperson and shall be subject to the operational needs of the Town, as determined by the First Selectperson.

Submission of requests for vacation leave shall be in accordance with the following:

Number of Days Requested **Submission of Written Request to the Department Head and the First Selectperson**

Five (5) days or less	seven (7) calendar days in advance of the first day of the requested vacation period
Six (6) to ten (10) days	fourteen (14) calendar days in advance of the first day of the requested vacation period
Eleven (11) or more days	twenty eight (28) calendar days in advance of the first day of the requested vacation period

11. In the event that an employee has exhausted his/her sick time, earned vacation time may be used for any absences beyond the exhaustion of sick time.

ARTICLE XIII
LEAVE PROVISIONS

A. SICK LEAVE:

1. Upon the successful completion of an employee's probationary period of employment (or extended probationary period, if applicable), a regular, full-time employee shall be entitled to sick leave with pay which shall accrue at the rate of one and one quarter (1¼) days per month, to a maximum total of fifteen (15) days per contract year (which may be used in hour increments). Sick leave may be taken in one (1) hour increments.

Regular, 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, however, such accumulation of sick leave shall not be more than eighty (80) days.

2. In order to receive sick leave pay an employee must notify his/her Department Head prior to the commencement of his/her 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 used only in the event of actual illness or injury of an employee except as noted in Section 5 herein. The Town may require a note from the physician treating the employee for the illness causing the sick day or other proof of illness if sick leave extends beyond five (5) consecutive work days in duration. The Town may deny payment for sick leave if an appropriate physician's note is not provided by the employee.
4. 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, upon advance written approval of the First Selectperson.

1. All regular, full-time employees shall be granted funeral leave with pay to a maximum of five (5) consecutive work days (except as noted below) for a death in the employee's immediate family (per occurrence).

Funeral leave days must be used for purposes of attending the funeral, burial and/or services and therefore, based on the particular circumstances may not be required to be taken on consecutive days, with advance written notice and approval of the First Selectperson.

Immediate family shall be defined as the employee's mother, father, spouse, son, daughter, sister, brother, father-in-law, mother-in-law, grandparents or grandchildren, daughter-in-law, son-in-law or "a domestic partner" as defined below.

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.

Regular, part-time employees shall be granted funeral leave in the event that the employee was scheduled to work on the day of the immediate family members' funeral and/or burial, with advance written notice and approval of the First Selectperson.

2. All regular, full-time employees may be granted funeral leave with pay for a maximum of one (1) 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, upon advance written approval of the First Selectperson.

Regular, part-time employees shall be granted funeral leave in the event that the employee was scheduled to work on the day of the funeral of a family member set forth above with advance written notice and approval of the First Selectperson.

C. PERSONAL DAYS:

Two (2) days of paid personal leave in each contract year will be granted to regular, full-time employees after the completion of the employee's probationary period (or extended probationary period, if applicable).

Regular, part-time employees will be granted two (2) days of paid personal leave in each contract year based on the employee's regular work day after the completion of the employee's probationary period (or extended probationary period, if applicable).

D. INJURY LEAVE:

1. Injury leave shall be defined as an injury arising out of and in the course of the employee's employment with the Town.
2. An employee must immediately report to his/her supervisor all instances of injuries arising out of and in the course of the employee's employment with the Town.
3. 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. A denial of a request for such leave shall not be subject to the grievance and arbitration process set forth under Article XVI.
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. A leave of absence without pay may be granted to any regular, full-time or regular part-time employee upon the written recommendation of the employee's immediate supervisor, for a period not to exceed two (2) months.

The First Selectperson shall determine whether to grant said leave of absence which in no event shall exceed two (2) months.

2. Upon the recommendation of the First Selectperson, leave of absence beyond a two (2) month period may be granted for extraordinary circumstances for specific periods by the Board of Selectpersons.
3. If a leave of absence is granted under Article XIII, Section H. 1. for medical reasons, the employee's individual medical insurance will be continued consistent with Article XVIII herein.

An employee must provide an appropriate physician's certificate in support of any medical leave request. When an employee is granted a leave of absence for non-medical reasons, the employee may maintain medical insurance benefits at his/her own expense.

ARTICLE XIV
ACCIDENT REPORTING

It is the responsibility of an employee to report all work related accidents to the First Selectperson's office within twenty-four (24) hours of the occurrence excluding weekends and holidays. Forms for said reporting are maintained in the First Selectperson's office.

ARTICLE XV
SAFETY AND HEALTH

1. The Town shall maintain safe and healthy work sites.
2. Whenever unsafe or unhealthy conditions exist, the Town shall endeavor to correct them as soon as possible.
3. Employees shall not be required to work on, with or about unsafe pieces of equipment or unsafe or unhealthy conditions.
4. The Town shall provide all OSHA required hard hats, safety shoes, gloves, safety glasses and OSHA approved vests for employees who work in the field, on construction sites or other hazardous areas.

ARTICLE XVI
GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. It is the policy of the Town to recognize that employee complaints regarding working conditions or on matters concerning their employment should have a mechanism to handle such matters. The purpose shall be to settle grievances at as low a level as possible in order to expedite settlement of problems and insure effective work performance.
2. A grievance is defined as an employee or Union complaint regarding discharge, suspension or other disciplinary matters, claims, misinterpretations or misapplications of specific sections of this Agreement.

B. STEPS IN THE GRIEVANCE PROCEDURE:

Step 1. The employee shall submit the grievance verbally with his/her immediate supervisor.

If a satisfactory conclusion is not reached with the supervisor, the matter may be submitted in writing to the Department Head, if such exists, within five (5) working days of the occurrence of the alleged grievable offense.

If there is no Department Head, the employee may submit his/her complaint with the First Selectperson within five (5) working days of the occurrence of the alleged grievable offense.

Step 2. If the Department Head exists, he/she shall render a decision within five (5) working days of receipt of the grievance.

If a Department Head exists and the employee is unable to reach a satisfactory conclusion with the Department Head, the employee shall present the grievance in writing to the First Selectperson within five (5) working days of the decision of the Department Head.

If a Department Head does not exist, the timeframe for rendering a decision by the First Selectman shall be in accordance with Step 3 below.

Step 3. The First Selectperson shall render a final written decision to the employee within fifteen (15) working days of receipt of the grievance.

Step 4. In the event the parties are unable to resolve the grievance as outlined above, it may be submitted by the Union to arbitration under the Voluntary Labor Arbitration rules of the American Arbitration Association. The submission must be in writing and filed with the American Arbitration Association not later than fifteen (15) calendar days after the written answer of the First Selectperson in Step Three is provided to the Union.

5. Any grievance either not submitted within the five (5) working day period set forth under step one or 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 of the First Selectperson and the Union 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.

Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

1. verbal warning.
2. written warning.
3. suspension without pay.
4. discharge.

The Town and the Union agree that the Town may take disciplinary action without the need for progressive discipline when an offense is of such a nature that warrants it. Accordingly, the aforementioned levels of discipline represent guidelines and can be adjusted by the Town based on the particular infraction.

The parties agree that verbal warnings shall not be subject to arbitration under the grievance procedure set forth herein.

3. The First Selectperson is authorized to determine disciplinary action and implement the same.
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:

- A. Health insurance
- B. Prescription Drug Rider
- C. Optical Provision(s)
- D. Family Dental Plan (optional on a voluntary basis with a 25% premium share contribution from the employee)

A. PPO Plan

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	(July 1, 2014 – June 30, 2015)	(July 1, 2015 – June 30, 2016)	(July 1, 2016 – June 30, 2017)
Office	\$20.00	\$20.00	\$25.00
Specialist	\$25.00	\$25.00	\$30.00
Inpatient	\$100.00	\$150.00	\$200.00
ER	\$50.00	\$75.00	\$100.00
Urgent Care	\$25.00	\$25.00	\$50.00
Outpatient	\$100.00	\$125.00	\$150.00

Prescription co-pays on all prescriptions:

- Year 1: \$5 co-pay/\$15 co-pay/\$25 co-pay (unlimited) (100 day supply)
- Year 2: \$5 co-pay/\$15 co-pay/\$25 co-pay (unlimited) (100 day supply)
- Year 3: \$5 co-pay/\$20 co-pay/\$35 co-pay (unlimited) (100 day supply)

Deductible:	\$500/\$1,000/\$1,500
Co-insurance:	80%/20%
Co-insurance max:	\$1,500/\$3,000/\$4,500
Out-of-pocket max:	\$2,000/\$4,000/\$6,000

- Does not cover gastric bypass surgery
- Infertility benefits are subject to the state mandate limits
- high-cost diagnostics (\$75.00 to \$375.00 maximum) – no prior authorization required
- No rollover to maximum on physical therapy, occupational therapy or speech therapy

B. High Deductible Health Plan:

Summary of Plan Design:

The HDHP shall have a combined \$2,000.00 single and \$4,000.00 family deductible for in and out of network services. Prescription drugs are covered as part of the program and are subject to the

deductible. 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 \$10.00 Generic/ \$25.00 Brand Name/ \$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 100 day supply).

- Does not cover gastric bypass surgery
- Infertility benefits are subject to the state mandate limits
- Prior authorization is required for high-cost diagnostics (\$75.00 to \$750.00 maximum)

Out of network medical services will be subject to a 70% plan/30% member coinsurance which would apply to the combined in-and-out-of-network maximum of \$4,000.00 for the individual and \$8,000.00 for the family.

The Town will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA"). The Town's contribution toward the deductible will be deposited into the HSA accounts throughout the course of the year, on the Town's payroll dates.

The parties acknowledge that the Town's fifty percent (50%) contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed eligible employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

C. Premium Share Contributions - Hired for a bargaining unit position prior to July 1, 2014:

	<u>PPO Plan</u>	<u>HDHP Plan</u>
July 1, 2014 - June 30, 2015	2%	2%
July 1, 2015 - June 30, 2016	3%	3%
July 1, 2016 - June 30, 2017	4%	4%

D. Premium Share Contributions - Hired for a bargaining unit position on or after July 1, 2014:

	<u>PPO Plan</u>	<u>HDHP Plan</u>
July 1, 2014 - June 30, 2015	13%	13%
July 1, 2015 - June 30, 2016	14%	14%
July 1, 2016 - June 30, 2017	15%	15%

2. The Town shall have the right at any time to change insurance carriers provided that the coverage is substantially equal to or better than the existing plan on an overall plan benefit basis. 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 at age 65 or older shall be eligible to receive for him/herself and his/her eligible dependent spouse upon payment by the employee at the applicable group rate for the Medicare product offering, 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. All employees who are covered under the Securian Pension Plan or modified Securian Pension Plan (or a substitute plan(s) with substantially equal to or better benefits) will be included in a group life insurance and A.D. & D, program in the amount of forty-five thousand dollars (\$45,000.00) 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 hired prior to June 30, 2011 covered under the retirement and insurance plan shall continue to be covered under the Town of Haddam Securian Pension Plan (or a substitute plan with substantially equal to or better benefits) with past service credit back to the initial date of employment, paid for by the Town of Haddam.
2. Employees hired between July 1, 2011 and June 30, 2014 shall be covered under the modified Securian Pension Plan (or a substitute plan with substantially equal to or better benefits), if they are eligible.

Employees hired on or after July 1, 2014 in a bargaining unit position, shall be offered the opportunity to participate in a defined contribution plan.

Such plan shall provide a contribution from the Town of three percent (3%) with no employee contribution required; however, in the event that an eligible employee contributes toward the plan, the Town will match up to five percent (5%) of the employee's contribution of five percent (5%). Such match shall not be in addition to the three percent (3%); rather it shall include the three percent (3%).

3. A copy of the plans 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 discrimination against any employee based upon his/her 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.

An alleged violation of this provision shall not be subject to the grievance procedure set forth under Article XVI, however, it may, at the discretion of the employee, be subject to a claim with the appropriate government agency.

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 an employee is required to utilize his/her personal vehicles during working hours at the direction of the First Selectperson, his/her designee or the employee's Department Head, the employee 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 in work areas on Town property during an employee's work hours (or the work hours of the employee being solicited).

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. Accordingly, an employee shall receive his/her regular hourly rate of pay for the period of time that Town Hall is closed during his/her regular work day.
2. In the event of an emergency closing, as set forth in Section 1 herein, 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 one (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 commencing three (3) working 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 regular, full-time and regular, part-time employees shall receive on or before his/her starting date of employment as a bargaining unit employee a job description, a copy of the collective bargaining 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; and
- D. A copy of the collective bargaining 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.

If a section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare herein, separately and apart from others.

2. 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
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 either ten (10) consecutive work days or thirty (30) work days during a contract year.

ARTICLE XXXIV
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 XXXV
WAGES

1. The wages and salaries for all members of the bargaining unit are contained in Appendix A.
2. Employees hired for a bargaining unit position after the effective date of this agreement, based on previous experience, shall not be paid less than seventy percent (70%) and not more than one hundred and ten percent (110%) of the wage rates of the employee previously holding the position.
The starting salary for any subsequent hires shall not be less than seventy percent (70%) of the highest wage rate for any employee holding the position within the five (5) year period from the date of hire of the new hire.

ARTICLE XXXVI
MISCELLANEOUS

1. The Town agrees to pay for the costs of any certifications, licenses, professional fees, or courses necessary for employees to fulfill their job responsibilities that an employee is required to possess as part of his/her job duties and responsibilities.

In the event that an employee is required to attend a course in order to maintain either certification or a license, the employee shall provide the First Selectperson with advance notice of the name of the course and the reason(s) why attendance is necessary to maintain either certification or a license.

In the event that an employee desires to attend a course in order to fulfill his/her job duties and responsibilities (and such course is not necessary in order to maintain either certification or a license), the requested course shall be submitted to the First Selectperson who shall determine if the course is approved.

2. Employees hired on or after July 1, 2014 shall complete the necessary documentation requested by the Town in order for the Town to pay the employee via direct deposit.

Employees hired prior to July 1, 2014 who received his/her weekly pay via direct deposit (either full or partial direct deposit) shall continue to be paid in accordance with this practice (or full direct deposit if the employee elects to do so) and shall not be eligible to modify his/her pay method to a traditional payroll method.

ARTICLE XXXVII
DURATION

1. This Agreement became effective on July 1, 2014, and remains in full force and effect through June 30, 2017.

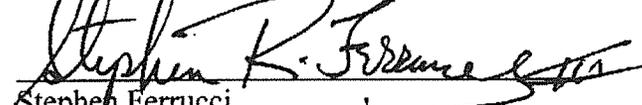
The terms and conditions of this Agreement shall continue in full force and effect each year thereafter unless either party gives written notice to the other at least one hundred twenty (120) days prior to June 30th of any year of its intention to negotiate a successor Agreement in which case this Agreement shall remain in full force and be effective during the period of negotiations.

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

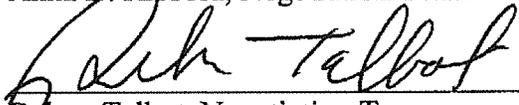
TOWN OF HADDAM


Melissa Schlag, First Selectperson

LOCAL 2001 CSEA/SEIU, CTW


Stephen Ferrucci


Anna D. Riebold, Negotiation Team


Debra, Talbot, Negotiation Team


Georgia S. Emanuel, Negotiation Team

DATE: 8.29.14

DATE: 8/29/2014

Appendix A

<u>Effective Date:</u>	<u>July 1, 2014</u>	<u>July 1, 2015</u>	<u>July 1, 2016</u>
<u>Hourly employees:</u>			
Selectman's Assistant	\$23.14	\$23.72	\$24.31
Assistant Town Clerk	\$24.26	\$24.87	\$25.49
Assistant Tax Collector	\$22.74	\$23.31	\$23.89
Assistant Assessor	\$22.96	\$23.53	\$24.12
Building Inspector Adm. Asst.	\$20.78	\$21.30	\$21.83
Receptionist	\$21.36	\$21.89	\$22.44
Land Use Adm. Coordinator	\$20.50	\$21.01	\$21.54
Financial Coordinator	\$31.52	\$32.31	\$33.12
Public Works Clerk	\$20.84	\$21.36	\$21.89
Custodian/Building Maintenance	\$22.96	\$23.53	\$24.12
ZEO/WEO	\$27.93	\$28.63	\$29.35
Engineer/Sanitarian	\$0.00	\$0.00	\$0.00