

COLLECTIVE BARGAINING AGREEMENT

Between

TOWN OF ANDOVER

And

MUNICIPAL EMPLOYEES UNION "INDEPENDENT" (MEUI)  
LOCAL 506, SEIU, AFL-CIO, CLC

REPRESENTING THE ANDOVER ASSESSOR,  
ASSISTANT TO THE ASSESSOR AND TAX COLLECTOR

July 1, 2014- June 30, 2017

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## WITNESSETH

This agreement is entered into between the Town of Andover, hereinafter referred to as the "Town" and MEUI, Local 506, AFL-CIO, CLC, hereinafter referred to as the "Union".

### ARTICLE I RECOGNITION

#### Section 1.0

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment and all other conditions of employment for the following Town employees: Assessor, Assistant to the Assessor and Tax Collector. Reference is hereby made to decision No. 4267 of the Connecticut State Board of Labor Relations or by mutual agreement of the parties.

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, sexual orientation, race, color, creed, national origin, disability as defined under state law, political affiliation or union membership.

#### Section 1.1

Whenever used in this agreement, the word "his" shall be interpreted to include the word "her", and the word "employee" shall be interpreted to include the plural thereof.

### ARTICLE II UNION SECURITY

#### Section 2.0

The Town agrees to deduct weekly Union dues in whatever sum is established by the Union as the regular monthly dues uniformly required as a condition of retaining membership therein, upon the receipt of an assignment. If, for any reason, a deduction was not made on the payday in which Union dues were to be deducted, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him to bring his deductions up to date. The sum which represents such weekly Union dues deductions shall be certified to the Town as constituting such by the duly authorized Financial Officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deductions shall not be increased or decreased until thirty (30) days' written notice of such change has been received by the Town from the duly authorized Financial Officer of the Union. The form of the assignment for giving effect to this Article is attached hereto as Appendix "A" and made part of this Agreement.

#### Section 2.1

Deductions provided for in Section 2.0 shall be remitted to the duly authorized Financial Officer of the Union not later than ten (10) days following the end of each month,

following the pay period in which the deduction is made. The Town will simultaneously furnish the duly authorized Financial Officer of the Union, each month, a record of the employees from whose earnings deductions have been made.

## Section 2.2

The Town agrees to deduct Union dues or service fees required to be paid pursuant to this Article, provided, however, that no deductions hereunder shall be made without the written authorization of the employee, which authorization shall be on a form mutually agreed to by the Town and the Union.

The Town's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization, or upon his transfer to a job not covered by this Agreement, or written revocation by the employee of the authorization, except that deductions shall be resumed if an employee, terminated by layoff, is rehired with seniority rights during the life of the contract then in existence and the authorization has not been revoked.

The Union agrees to indemnify and save the Town harmless against any and all claims, demand, suits or proceedings arising out of, or by reason of, any action taken or note taken by the Town in reliance upon the Union security and check-off provisions of this Agreement or on the correctness of any dues or service fee deduction authorization furnished by the Union to the Town. The Town shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity and the Union shall promptly defend such suits or proceedings without cost to the Town and in the event the Union fails to defend such suits or proceedings, the Town shall undertake such defense and costs thereof shall be charged to the Union.

## Section 2.3

Employees who are members of the Union upon the effective date of this Agreement, or who later become members, shall, as a condition of employment, remain members of the Union in good standing, or pay the Union an agency fee equal to the dues charged to Union members for the duration of this contract or any extension thereof.

## Section 2.4

The Town shall designate space on the existing Town Hall for the exclusive use of the Union for the posting of Official Union notices or announcements.

## Section 2.5

The Town shall provide the Union with sufficient copies of this Agreement, within thirty (30) days after the signing of this Agreement.

ARTICLE III  
SENIORITY

Section 3.0

- (A) Each employee's seniority shall be determined by his length of service with the Town since the most recent date of hire. The Town shall prepare a list of all bargaining unit employees showing their seniority in length of service with the Town and deliver the same to the Union on December 1 of each year. Upon completion of their probationary period, new employees shall be added to this list.
- (B) Bargaining unit seniority as used in this agreement will be defined as length of service in this bargaining unit upon completion of the probationary period in Section 3.1.

Section 3.1

- (A) New employees shall have a probationary period of six (6) months from the date of hire, which may be extended for three (3) months by mutual agreement between the Town and the Union, and they shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. All employees who have completed their probationary period shall be full-time employees and shall acquire seniority as of the date of their employment.
- (B) Employees new to positions in this bargaining unit shall serve a probationary period of three (3) months from the date they come into this bargaining unit which may be extended with the Union's concurrence for an additional three (3) months. They shall have no bargaining unit seniority rights during this period and shall be subject to all other provisions of this Agreement.

Section 3.2

- (A) At any time during the probationary period, the appointing authority may recommend, in writing, the removal of an employee if, in his opinion, the working test indicates that the employee is unable or unwilling to perform the duties of his position satisfactorily, or that his habits or dependability do not merit his continuing in the position. The reason for his dismissal shall be made in writing to the employee and to the Union. The dismissal of an employee during the probationary period shall not be subject to the grievance procedure.

Section 3.3

- (A) All vacancies and new positions shall be posted for a period of five (5) working days on bulletin boards to be provided for such purpose, prior to any action taken by the Town to fill such vacancies or new positions. Employees will not be permitted a lateral or demotional transfer outside of their division more than once in a twelve-month period. Employees wishing to be considered for

assignment to such vacancies or new positions may, personally or through their Steward, submit their request to their supervisor in writing.

Employees requesting consideration and who were not selected for such assignment, in accordance with the provision of this Agreement, may appeal the action through the grievance procedure.

- (B) Copies of each job posting and a list of the persons bidding for the job shall be sent to the Union Secretary at the end of the posting period.

#### Section 3.4

- (A) When a vacancy exists or a new position is created, the employee with the highest department or division seniority from within the department or division wherein the vacancy or new position exists, shall be given the first opportunity to fill the position, provided he has the ability and qualifications to perform the work. If he/she refuses, it shall go to the next senior person who has the qualifications and ability to perform the work.
- (B) If no employee in the department or division wherein the vacancy or new position exists is qualified, the position shall be filled by and an employee from other departments or divisions in the bargaining unit.
- (C) If no employees in the bargaining unit are qualified, the position may be filled through recruitment of applicants not employed by the Town.
- (D) The person appointed to the vacancy or new position and the Union Secretary shall be notified, in writing, of the appointment and the vacancy shall be filled as soon as possible.

#### Section 3.5

Layoffs shall take effect as follows:

- (A) Part-time employees and temporary employees.
- (B) Employees working twenty (20) hours a week but less than forty (40) hours per week.
- (C) Probationary employees.
- (D) The employees with the least bargaining seniority shall be laid off first within classification.

#### Section 3.6

Laid-off employees with the most bargaining unit seniority shall be rehired first to any lower or lateral classification the laid off employee has the ability to perform or any higher classification where the laid-off employee is qualified in accordance with the

collective agreement, and no new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

### Section 3.7

Part-time employees are those employees who work less than thirty (30) hours per week.

### Section 3.8

An employee shall lose his seniority rights under any of the following circumstances:

- (A) if he resigns.
- (B) If he is discharged for just cause.
- (C) If he has been laid-off for lack of work and such layoff continues for more than two (2) years.
- (D) if he fails to report to work within 10 working days after due notice by the Town to the employee's last known address to return to work after layoff, provided the employee makes known his desire to return within five (5) days.

## ARTICLE IV HOURS OF WORK

### Section 4.0

- (A) Except as otherwise provided, the regular hours of employment for the Assistant to the Assessor shall be thirty-four (34) hours per week upon the following schedule: Monday 8:15 a.m. to 7:00 p.m. Tuesday through Thursday 8:15 a.m. to 4:00 p.m. and Friday off, with lunch on the fly (in office).
- (B) Except as otherwise provided, the Assessor is a part-time position with hours on an "as needed" basis and recognizing that certain times of the year are historically busier than others. The Assessor shall be in the office for an average of five (5) hours per week but is also required to work as many additional hours as required to complete the grand list, field work, audits, pricing motor vehicles, real estate appraisals, tax appeals, research, revaluations, recommend office budget, attend town meetings, taxpayer conferences/phone calls, attending county and state meetings, training, and recertification coursework required by the state in order to maintain CCMA certification, and other work as outlined in the job description.
- (C) Except as otherwise provided, the regular hours of employment for the Tax Collector shall be thirty-four (34) hours per week upon the following schedule: Monday 8:15 a.m. to 7:00 p.m., Tuesday through Thursday 8:15 a.m. to 4:00 p.m., and Friday off, with lunch on the fly (in office).
- (D) It is mutually understood and agreed that the normal work week/workday for any employee will vary from time to time subject to the requirements of the job and the operating needs of the Town as directed by the First Selectman or his/her designee. The First Selectman, or his/her designee, will meet with any

affected employee at least two (2) weeks in advance to discuss any change in the employee's work schedule which may last more than a two (2) week period. The Town agrees to notify the Union and to negotiate over the impact of any permanent schedule change.

- (E) Notwithstanding anything to the contrary, the rescheduling of the Assessor's hours due to Holidays shall be done solely in accordance with the provisions of Section 5.0.

## ARTICLE V HOLIDAYS

### Section 5.0

The Assistant to the Assessor and Tax Collector shall follow the State of Connecticut calendar for holidays listed in the Register and Manuel of Connecticut as well as the day following Thanksgiving and Christmas.

Full-time employees will be paid at their hourly rate. Overtime or emergency work on holidays, or their scheduled observance days, will be reimbursed at one and one-half times standard wages. If a holiday falls within a vacation period, the day will be charged as a holiday rather than a vacation day.

Any unanticipated holiday or day of mourning declared by the Board of Selectmen and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the Assistant to the Assessor and Tax Collector. A holiday shall mean a day in which the usual Town business is suspended for the commemoration of some event or person.

The Assessor shall be granted two (2) paid holidays of his/her choosing. For the remaining holidays for which the Town office is closed, the Assessor will be given the option of rescheduling normal hours to another day of the week, or instead, taking the holiday without pay.

### Section 5.1

- (A) Holidays falling on Saturday shall be celebrated on the preceding day.
- (B) Holidays falling on a Sunday shall be celebrated on Monday.

## ARTICLE VI VACATIONS

### Section 6.0

The Assistant to the Assessor and Tax Collector shall be allowed that vacation provided to permanent employees and the Assessor shall be allowed that vacation provided to permanent part-time employees as outlined below.



Permanent full-time Employees – In each calendar year each permanent employee, who has or will have six (6) months but less than one (1) year shall be subject to the following schedule:

Step 1	6 months, but less than 1 year by 6/30	1 week
Step 2	1 year but less than 5 years	2 weeks
Step 3	5 years, but less than 15 years	3 weeks
Step 4	15 years or more	4 weeks

New full-time permanent employees hired after July 1<sup>st</sup> of a given year will be entitled to one (1) week vacation after six (6) months of employment and one (1) week vacation after completion of one (1) year of employment, in the remainder of that calendar year.

Permanent Part-time employees – Permanent part-time employees, working at the Town Office Building, Town Garage, and Town Disposal area on a weekly basis, who have worked for the Town for one (1) year by 6/30, will be entitled to the equivalent of one week's vacation equal in hours to the amount of time normally worked in one week. The current Assessor shall receive twenty (20) hours of vacation time each calendar year. Provisions will be made to allow permanent part-time employees to take additional vacation at their own expense if it does not interfere with normal operations of the department.

Earned Vacation Time – Earned vacation time must be taken within the fiscal year in which it was accumulated. Vacation time is not cumulative from year to year except that the First Selectman may permit an employee to carry over a maximum of one week of vacation time into the following calendar year.

No vacation days may be used by an employee until he/she has completed at least six months of continuous service to the Town.

Vacation not taken and not carried forward is lost to the employee and will not be reimbursed by the Town.

Employees may not use more than ten consecutive vacation days without prior permission of the first Selectman.

For the purpose of computing vacation leave only, dismissal or resignation will break the continuity of service; other leave except sick leave or military leave will defer vacation leave accruing during such leave.

In the event of illness during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick leave.

A person leaving Town employment and not having used current earned vacation time shall receive payment for the unused time, rounded to the nearest half day.

An employee leaving on vacation may be granted in advance pay due to him/her for his/her accrued time, provided he/she submits a written request for such pay to the First Selectman not less than two weeks in advance.

ARTICLE VII  
LEAVE PROVISIONS

Section 7.0 Sick Leave:

The Assistant to the Assessor and Tax Collector shall be allowed ~~that~~ sick leave as follows:

Unused sick leave shall accrue at the rate of one and one-quarter per month with a maximum of 150 days for all full-time employees. Active employees with an employment service of 10 years and over shall upon retirement receive payment one one-quarter of their accumulated days.

Sick leave may be used for personal illness, injury, contagious disease, and a reasonable period of time to make arrangements to care for members of their immediate family. No employees shall be eligible for sick leave during any period which he/she is eligible for collecting Workman's Compensation from an employer other than the Town of Andover. The First Selectman may require a certificate from a doctor verifying the need for sick leave after a period of 4 days.

Notwithstanding the foregoing provision regarding paid sick leave, any employee may be granted up to an additional twenty (20) days paid sick leave upon joint approval of the employee's immediate supervisor and the Board of Selectmen. Consideration of such approval shall take into account the nature of the illness, the employee's service record and length of service and the needs of the Town for service.

Sick leave shall not accrue during any leave of absence without pay.

Section 7.1 Special Leave With Pay:

Employees shall be granted special leave with pay for the following reasons and subject to the following restrictions:

1. Jury duty;
2. Any other required appearance before a court or public body within the realm of Town of Andover business;
3. Participation in short-term military training, Federal Reserve or National Guard, not to exceed two weeks in any calendar year;
4. Participation in education or training courses which enhance the employee's value to the Town and are approved by the First Selectman. In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, his/her Town salary shall be reduced by that amount for the duration of the leave.

Section 7.2 Family Medical Leave:

The Town will comply with the terms of the Federal Family Medical Leave Acts. These terms include but are not limited to the following:

(A) Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or personal leave for any of the situations covered by FMLA.

(B) Events which qualify employees for such unpaid leave are:

- Birth or adoption of a child or placement of a child in the employee's home for foster care.
- A serious health condition, as defined by FMLA, of the employee or employee's spouse, employee's parent or child.

(C) To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to their department head so that the Town can determine if FMLA-qualified leave will be granted.

(D) The Town may require medical certification to document the reason for the leave, where provided by law.

(E) The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.

(F) During the period of FMLA-qualified leave, the employee shall not be credited for length of service and shall not be credited with time for the purpose of accruing sick leave, vacation leave or personal days.

(G) During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave, the Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.

## ARTICLE VIII WAGES & BENEFITS

### Section 8.0

Effective 7/1/2014, all classifications represented by the Union shall be compensated in accordance with the wage rates and steps set forth within Appendix B.

Employees shall be covered by the Unemployment Compensation Laws of the State.

ARTICLE IX  
INSURANCE & PENSION

Section 9.0

The Town shall provide and pay for the benefits for the Assistant to the Assessor and Tax Collector as listed below.

Insurance

Any salaried and hourly employee under the administration of the Board of Selectmen and elected officials must be working a minimum of 20 hours per week in order to receive the following benefits:

Life Insurance

Each employee shall receive a life insurance policy paid by the Town of Andover.

Medical Insurance

Each qualified full-time, appointed and elected employee, shall receive Major Medical Coverage and spouse/family coverage. Part-time employees working a minimum of 20 hours receive Major Medical Coverage only.

Family Coverage

Any salaried and hourly employees under the administration of the Board of Selectmen and elected officials must be working a minimum of 20 hours per week but less than 30 hours is eligible to purchase spouse/family coverage at the employee's expense.

Dental Insurance

Each qualified employee, appointed and elected officials working at the Town Office in excess of 20 hours per week shall be entitled to individual coverage. If Spouse/family coverage is desired, the employee will pay the difference in the contract price.

Workers' Compensation insurance

The Town will pay full premiums on Workers' Compensation Insurance in accordance with the directions and provisions set forth in Section 31-275 through 31-327 inclusive of the Connecticut General Statutes.

Retirement

By Town Ordinance each employee working 20 hours or more, after 30 days of Town service will be put into the Retirement Program, with the employee contributing 2.25% of his/her weekly salary and the Town contributing the percentage determined and set by MERF, the State of Connecticut Retirement Program.

Section 9.1

The Town reserves the option to change insurance carriers from time to time, but not more than once in any calendar year, through competitive bidding, for all insurance benefits. However, covered services shall not be reduced by any such change, and there shall be no loss of coverage due to pre-existing conditions. Any substitute plan shall have a high quality network, defined as one of the three (3) largest networks in the service area.

ARTICLE X  
DISCIPLINARY ACTION

Section 10.0

(A) Disciplinary action shall be for just cause and shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

(B) Disciplinary actions ordinarily shall be preceded by an oral warning and shall include:

1. A written warning or reprimand
2. Suspension for a period not to exceed five (5) days
3. Discharge

(C) All Disciplinary actions may be processed as grievances under Article XIII.

Section 10.1

At the time of any suspension or discharge, the employee and the President of the Union shall be furnished, in writing, a statement of the reasons for such action, the period of time for which any suspension is to be effective and the appeals procedure available under Article XIII.

ARTICLE XI  
SAVING CLAUSE

Section 11.0

If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement, that no portion thereof, or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would be severally approved of the adopted provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article, Section, Sentence, Clause or Phrase.

ARTICLE XII  
GRIEVANCE PROCEDURE

Section 12.0

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, unless specifically excluded by this Agreement, shall be settled in the following manner:

Step 1 Between the aggrieved party, who may be represented by not more than one (1) officer of the Union, and the First Selectman. The First Selectman shall notify the Union of his decision within five (5) working days from the day the grievance was presented.

A grievance must be presented in writing at this step of the grievance procedure. The grievance must be reduced to writing and set forth in the spaces provided all of the following:

- a. A statement of the grievance and the facts involved;
- b. The remedy requested; and
- c. The violation, if any, of the Agreement which is claimed.

Step 2 If the grievance is not satisfactorily settled at Step 1, the Union may submit the dispute within thirty (30) days of receiving such disposition to arbitration by the Connecticut State Board of Mediation and Arbitration.

The decision of the arbitrators shall be final and binding on both parties.

Section 12.1

An officer of the Union as shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations, shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

Section 12.2

The Union shall furnish the Town with a list of its officers and shall, as soon as possible, notify the Town, in writing, of any changes therein. Such notification shall be sent to the First Selectman. No officer shall be recognized by the Town until such written notification of his appointment shall be received by the Town from the duly authorized officer of the Union. For the purposes of this Agreement, the term Chairman and President shall be synonymous.

Section 12.3

Employee grievances must be filed no later than ten (10) working days following the date of the incident giving rise to the alleged grievance; however, failure of an individual to grieve does not establish a precedent for settlement in any future grievance.

Section 12.4

Nothing in this article is intended to prohibit the Town from processing a grievance through the grievance procedure up to and including arbitration. Any such grievance shall be submitted first to the Union President. If not satisfactorily settled within twelve (12) working days of its submissions, the Town may submit the grievance to the Connecticut State Board of Mediation and Arbitration.

ARTICLE XIII  
MANAGEMENT RIGHTS

The rights, power and authority heretofore held by the Town pursuant to applicable laws of the State of Connecticut concerning the nature of services offered by the Town; the direction of its work force; disciplinary action; lay off and recall of its employees; determine the standards of services to be offered by Town Departments; determine the standards of selection for Town employment; the issuance of reasonable rules and regulations after the concurrence of the Union; maintain the efficiency of governmental operations; determine the content of job classifications and to fulfill its legal responsibilities are retained, whether exercised or not, unless said rights, powers and authorities are limited, modified, abridged, relinquished, or are in conflict with this agreement or any part thereof, the Town shall be free to exercise retained rights, powers, and authority subject to and in accordance with the Municipal Employees Relations Act (Section 7-467 et seq.) of the General Statutes of the State of Connecticut.

ARTICLE XIV  
DURATION

Section 14.0

This Agreement shall be effective on July 1, 2014 and shall continue in effect until June 30, 2017, except that it may be amended at any time by mutual agreement. Negotiations for a successor agreement shall commence in accordance with State Laws.

Section 14.1

Notwithstanding provisions of 14.0, any provision of this agreement which contains an effective date different than the date of execution of this agreement shall be effective on the date therein specified.

ARTICLE XV  
TRAINING

Section 15

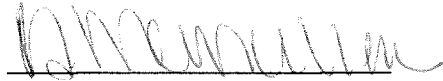
This Town shall, upon two weeks advance written notice, permit the Assessor to attend any state mandated training sessions, as well as the one week certification class typically held in June and annual one day meetings typically held in May and November, each year without loss of pay or benefits. Any and all other training sought by an

employee shall be approved in advance in writing by the First Selectman, in his/her sole discretion.

In Witness Whereof, the parties hereto have set their hands this 20<sup>th</sup> day of January 2015.

For the Union

For the Town of Andover



Danielle McMullen, MEUI Representative



Robert Burbank, First Selectman

Date: 1/29/15

Date: 1-29-2015



APPENDIX A

PAYROLL DEDUCTION FORM – UNION DUES

APPENDIX B

WAGE/BENEFIT CHART

Assessor: \$25,828.44

Assistant to Assessor: \$30,144.37

Tax Collector: \$39,998.87

Each employee shall receive a three percent (3%) general wage increase effective and retroactive to July 1, 2014.

Each employee shall receive a two percent (2%) general wage increase effective July 1, 2015.

Each employee shall receive a one and one-half percent (1 1/2 %) general wage increase effective July 1, 2016.

Each employee's insurance premium share or contribution shall be nine percent (9%) effective and retroactive to July 1, 2014 and shall remain at nine (9%) for all three (3) years of the Agreement, effective July 1, 2014 through June 30, 2017.