

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF ESSEX

AND

**COUNCIL 4, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME)**

JULY 1, 2016 - JUNE 30, 2020

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ARTICLE I
RECOGNITION

Section 1

This Agreement is entered into by and between the Town of Essex (hereinafter referred to as “Town”) and Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as “Union”).

Section 2

The Town recognizes the Union as the sole and exclusive bargaining agent for the: Assessor, Assistant to the Assessor, Assistant to the Tax Collector, Assistant to the Finance Director, Assistant to the Town Clerk/Assistant Town Clerk, Administrative Assistants to the Land Use Department (Administrative Assistant to the Land Use Department I and Administrative Assistant to the Land Use Department II), Maintenance/Custodian, Sanitarian/Director of Health and Park and Recreation Director/Social Services Representative, excluding the Finance Director, the Assistant to the First Selectman, ZEO, Department Heads and all others excluded under the Act.

ARTICLE II
STABILITY OF AGREEMENT

Section 1

If any Article or Section hereof is declared to be invalid or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity shall not affect the other Articles and Section or portions thereof which shall be valid.

Section 2

It is understood and agreed that this Agreement contains the complete understanding between the parties and that it may not be amended or altered unless by mutual agreement, in writing, by the parties.

Any benefits set forth in the Town’s policy manual shall not be applicable to bargaining unit members; rather, all benefits for bargaining unit members shall be set forth in this Agreement.

ARTICLE III
MANAGEMENT RIGHTS

Section 1

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this

agreement, it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Town and direction of the working force, including, but not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices and procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select, hire, and to determine the number and types of employees required to perform the Town's operations.
- e. To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department, in accordance with other provisions of this contract.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose of intention of undermining the Union or of discriminating against its members.
- i. To create job specifications and to revise existing job specifications, in accordance with the other provisions of this contract.

Section 2

The above rights, responsibilities and prerogatives are inherent in the Selectmen by virtue of statutory authority and are not subject to delegation in whole or in part.

ARTICLE IV
UNION SECURITY

Section 1

All employees in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing or pay a service fee to the Union after the completion of a satisfactory probationary period. The service fee shall be proportioned by the Union as required by law.

Section 2

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix C, the Employer shall deduct from the employee's pay, twice a month, such initiation fees, dues and/or service fees as the Union shall determine.

Section 3

The amount will be certified by a representative from AFSCME Council 4, AFL-CIO, in writing, and may be raised or lowered by the Union at any time upon notification by said officer to the Employer.

Section 4

Deduction as provided in Section 2 shall be remitted to the Council 4 office of the Union no later than fifteen (15) days after such deductions have been made along with a list of employees from whom the deductions have been made, indicating their address.

- A. If for any reason an employee has no pay available from which the dues may be deducted, the deduction will take place beginning the payroll period in which he does have pay available and continuing until back deductions are made up, at which time he will return to the semi-monthly basis.
- B. The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability, including but not limited to attorney's fees and the cost of administrative hearings that shall or may arise out of or by reason of, action taken by or against the Town that may arise as a result of complying with the provisions of this Article.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A grievance is defined as any claimed violation, misapplication, or misinterpretation of a specific Section or Article of this Agreement, filed by a grievant(s), who is a member of the bargaining unit making a claim that a grievance has occurred to his or her detriment.

All references to “days” herein shall be considered to mean calendar days. If Town Hall is closed on the day on which an appeal period ends, a party’s submission or response shall be due on the next business day.

Any time limits specified in this Article may be extended by mutual agreement in writing by the parties to this Agreement, provided that if a grievance is not filed within the initial period referenced in Section 4, Step 1, the grievance shall be deemed waived; or if it is not submitted by the employee or the Union to a higher step in accordance with the procedure as delineated in this Article, it will be deemed settled on the basis of the answer in the Step last considered. In the event the Town fails to respond within the time limits provided in Section 4, Steps 1, 2 or 3 of this Article, the grievance may be advanced to the next step in accordance with the procedure delineated in this Article.

Each party shall bear its own expenses for arbitration, except as otherwise provided in this Article.

Section 2

Grievances must be filed in writing. The Article(s) or Section(s) of the Agreement involved, as well as the remedy sought, must be set forth in the grievance. All grievances shall be handled in accordance with the procedures set forth below in this Article.

Section 3

Any employee may use this grievance procedure with or without the assistance of a Union representative. However, only the Union may file for arbitration.

Section 4

STEP ONE

An employee or his Union representative, if represented, or the Union may submit a grievance in accordance with this Article, to the aggrieved employee’s direct supervisor (with a copy to the First Selectman) within ten (10) days of the event giving rise to the grievance, provided, however, if the employee’s direct supervisor is a member of the Union, the grievance should be filed at step two of the grievance procedure.

The supervisor will render an answer to the grievance in writing within ten (10) days of the receipt of the grievance. This answer will be provided to the aggrieved employee, his/her Union representative and the First Selectman.

STEP TWO

If the aggrieved employee or the Union is not satisfied with the decision rendered by the direct supervisor (if applicable), the Union may submit the grievance in writing to the First Selectman within ten (10) days of receipt of the decision. The First Selectman shall render a written