

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF ESSEX**

**AND**

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

**JULY 1, 2020 - JUNE 30, 2024**

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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 Finance Director II, 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), Building and Grounds Superintendent, 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**

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary agency fees, the Town agrees, upon the employee's successful completion of his/her probationary period, to deduct from the pay of the employee an amount established and periodically adjusted by the Union.

Such deductions shall continue unless the Town is notified in writing by Council 4 that the employee is no longer a member (or the employee no longer desires to pay an agency fee). Council 4 reserves the right to modify and/or replace any such authorization form.

#### **Section 2**

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 3**

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 decision within ten (10) days after submission of the grievance to the First Selectman.

### **STEP THREE**

If the aggrieved employee or the Union is not satisfied with the decision rendered by the First Selectman, the Union may submit the grievance in writing to the Board of Selectmen within ten (10) days of receipt of the decision. The Board of Selectmen shall render a written decision within fifteen (15) days after submission of the grievance to the Board of Selectmen.

### **STEP FOUR**

If the Union is not satisfied with the answer given by the Board, the Union may elect, within ten (10) days after the Step 3 answer, to submit the grievance to the State Board of Mediation and Arbitration to be resolved, provided, the parties agree that verbal warnings and written warnings shall not be subject to arbitration as set forth herein.

The arbitrator's award shall be final and binding. The arbitrator shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to or subtract from or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

## **ARTICLE VI** **HOURS OF WORK**

### **Section 1**

The workweek for bargaining unit members shall commence at 12:01 a.m. on Sunday and end at midnight on the following Saturday.

### **Section 2**

The regular workweek for bargaining unit employees shall consist of the following\*:

#### **Non-Exempt Employees**

- Assistant to the Assessor (twenty (20) hour paid workweek)\*\*

Monday through Friday: 12:00 p.m. – 4:00 p.m.

- Assistant to the Tax Collector (thirty (30) hour paid workweek)

Monday through Friday: 9:00 a.m. - 4:00 p.m. (one (1) hour unpaid lunch).

- Assistant to the Finance Director (thirty-five (35) hour paid workweek)

Monday through Friday: 8:30 a.m. - 4:00 p.m. (one-half (½) hour unpaid lunch)

Monday through Friday: 9:00 a.m. - 4:00 p.m. (no lunch break)\*\*\*

- Assistant to the Finance Director II (thirty-five (35) hour paid workweek)

Monday through Friday: 8:30 a.m. - 4:00 p.m. (one-half (½) hour unpaid lunch)  
Monday through Friday: 9:00 a.m. - 4:00 p.m. (no lunch break)\*\*\*

- Assistant to the Town Clerk/Assistant Town Clerk (thirty-five (35) hour paid workweek)

Monday through Friday: 8:30 a.m. - 4:00 p.m. (one-half (½) hour unpaid lunch)

- Administrative Assistant to the Land Use Department I (thirty-two and one-half (32.5) hour paid workweek)

Monday through Friday: 9:00 a.m. - 4:00 p.m. (one-half (½) hour unpaid lunch)  
Monday through Friday: 9:30 a.m. - 4:00 p.m. (no lunch break)\*\*\*

- Administrative Assistant to the Land Use Department II (thirty-two and one-half (32.5) hour paid workweek)

Monday through Friday: 9:30 a.m. - 4:00 p.m. (no lunch break)  
Monday through Friday: 8:30 a.m. - 3:00 p.m. (no lunch break)\*\*\*

- Building and Grounds Superintendent (thirty-five (35) hour paid workweek)

Monday through Friday: 8:45 a.m. - 4:15 p.m. (one-half (½) hour unpaid lunch)

\*For any of the enumerated exempt or non-exempt positions that are currently multiple positions performed by a single member of the bargaining unit, upon the severance of employment of the incumbent employee who was filling the multiple positions at the time of ratification of this Agreement, the Town maintains the right and discretion to bifurcate the positions.

\*\*At the discretion of the Town, the Assistant to the Assessor may also be assigned fifteen (15) hours per workweek as the receptionist (a non-union position) from 9:00 a.m. – 12:00 p.m. (Monday through Friday).

\*\*\*The alternative work hours for the Assistant to the Finance Director, Administrative Assistant to the Land Use Department I and Administrative Assistant to the Land Use Department II shall be applicable to the employees in such positions as of July 1, 2020. Upon the separation of an employee in the applicable position, the Town will determine which work schedule the new hire (or transferee) will work. The Town will advise the Union at the time of hire (or transfer) the employee's work schedule.

### **Exempt Employees**

- Assessor

During all hours that the Town Hall is open to the public and whenever needed during off hours to serve the public



- Sanitarian/Director of Health

During all hours that the Town Hall is open to the public and whenever needed during off hours to serve the public

- Park and Recreation Director/Social Services Representative

During all hours that the Town Hall is open to the public and whenever needed during off hours to serve the public

The regular workweek and work hours for all employees set forth above is for purposes of delineating the employee's workweek and work hours during the Town's normal operating hours. Accordingly, the work hours set forth above do not include any after hours, weekend meetings or duties that employees may be required to perform outside of his/her regular workday as part of his/her responsibilities.

The Town and the Union agree that flex time of an exempt employee's regular work hours may be approved, in writing, by the First Selectman. A denial of flex time shall not be subject to the grievance procedure.

In the event that the employee holding the position of Parks and Recreation Director/Social Services Representative at the time that this Agreement is executed by the parties severs employment with the Town (for any reason either at her volition or at the Town's volition), if the Town maintains either position, the Union and the Town agree to meet and discuss the position as one or two positions.

In the event that the employee holding the position of Sanitarian/Director of Health at the time that this Agreement is executed by the parties severs employment with the Town (for any reason either at her volition or at the Town's volition), if the Town maintains either position, the Union and the Town agree to meet and discuss the position as one or two positions. Additionally, if the State mandates regionalization or a state Sanitarian or Director of Health position, the parties will meet to discuss implementation of the State mandate.

In the event that the Town decides to change the hours of operation of any Town department thus requiring the need to change the regular hours of work of a bargaining unit employee (exempt or non-exempt), the Town will notify the Union prior to implementing such change.

## **ARTICLE VII** **COMPENSATION**

### **Section 1**

The pay rates for bargaining unit positions are set forth in Appendix A (exempt employees) and Appendix B (non-exempt employees) hereto and include the following general wage increases:

- Effective July 1, 2020 a general wage increase of 2.75%.

- Effective July 1, 2021 a general wage increase of 2.75%.
- Effective July 1, 2022 a general wage increase of 2.75%.
- Effective July 1, 2023 a general wage increase of 2.75%.

Additionally, on January 1<sup>st</sup> of each contract year, employees not at the top step will advance to the next step on the Salary Schedule (set forth in Appendix A or Appendix B, as applicable).

## **Section 2**

### **Non-Exempt Employees**

Non-exempt bargaining unit positions shall be considered:

- Assistant to the Assessor
- Assistant to the Tax Collector
- Assistant to the Finance Director
- Assistant to the Finance Director II
- Assistant to the Town Clerk/Assistant Town Clerk
- Administrative Assistant to the Land Use Department I
- Administrative Assistant to the Land Use Department II
- Building and Grounds Superintendent

### **Exempt Employees**

Exempt bargaining unit positions shall be considered:

- Assessor
- Sanitarian/Director of Health
- Park and Recreation Director/Social Services Representative

## **Section 3**

Non-exempt employees are subject to the overtime provisions of the Fair Labor Standards Act for all hours worked (as defined under Article VI, Section 2) after forty (40) hours worked in a workweek.

Except as set forth below, such employees shall receive time and one-half (1½) for all hours worked in excess of forty (40) hours in a workweek.

In lieu of time and one-half (1½) for all hours worked in excess of forty (40) hours worked in a workweek, if a non-exempt employee works on a holiday (set forth under Article VIII, Section 1) or on a Sunday, the employee shall receive double time.

Double time for working on a holiday (set forth under Article VIII, Section 1), shall be in

addition to holiday pay.

#### **Section 4**

The Town retains the right to require non-exempt employees to work overtime when it deems necessary. Any employee, who refuses to perform overtime work when ordered to do so, may be subject to disciplinary action.

#### **Section 5**

For purposes of computing overtime for non-exempt employees, sick leave, holidays, personal leave, vacation, jury duty and funeral leave shall not be considered hours worked.

#### **Section 6**

At the discretion of the First Selectman (or his/her designee) new members of the bargaining unit (or current members in a different bargaining unit position) may receive a percent of the negotiated salary for his/her position of between eighty-five percent (85%) and one hundred percent (100%) of the negotiated salary

On an annual basis, on July 1<sup>st</sup> an employee shall receive increases based upon the general wage increases set forth in Article VII, Section 1, provided, however, regardless of the employee's starting salary, he/she shall be at one hundred percent (100%) of the negotiated salary for his/her position no later than his/her four (4) year anniversary date in the bargaining unit position.

#### **Section 7**

Full-time employees shall receive longevity pay in accordance with the following:

As of July 1<sup>st</sup> annually, upon completion of ten (10) years of full-time service or more (up to twenty (20) years of service) with the Town, an eligible employee shall receive a lump sum payment equal to five percent (5%) of his/her straight time pay for the preceding contract year.

As of July 1<sup>st</sup> annually, upon completion of twenty (20) years of full-time service with the Town, an eligible employee shall receive a lump sum payment equal to ten percent (10%) of his/her straight time pay for the preceding contract year.

Longevity lump sum payments will be made with the first pay period in November annually.

### **ARTICLE VIII** **HOLIDAYS**

#### **Section 1**

Except as set forth below, all full-time employees covered by this Agreement shall be entitled to the following paid holidays\*:

New Year's Day (observed)  
Martin Luther King Day (observed)  
President's Day  
Good Friday  
Memorial Day  
Independence Day (observed)  
Labor Day

Columbus Day  
Veteran's Day  
Election Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve – 12:00 p.m. dismissal\*  
Christmas Day (observed)

\*In the event that Christmas Day falls on a Saturday (observed on Friday) and does not close Town Hall early on the preceding Thursday in observance of Christmas Eve, eligible employees shall receive a one-half (½) day floating holiday in lieu of the Christmas Eve holiday set forth above to be used by mutual agreement between the employee and the First Selectman (or his/her designee).

\*In the event that Christmas Day falls on a Sunday (observed on Monday) and the Town does not close Town Hall early on the preceding Friday in observance of Christmas Eve, eligible employees shall receive a one-half (½) day floating holiday in lieu of the Christmas Eve holiday set forth above to be used by mutual agreement between the employee and the First Selectman (or his/her designee).

\*In the event that Christmas Day falls on a Monday and the Town does not close Town Hall early on the preceding Friday in observance of Christmas Eve, eligible employees shall receive a one-half (½) day floating holiday in lieu of the Christmas Eve holiday set forth above to be used by mutual agreement between the employee and the First Selectman (or his/her designee).

\*In the event that Christmas Day falls on a Tuesday and Town Hall is closed on Christmas Eve, eligible employees shall receive Christmas Eve as a paid holiday for their entire work day in lieu of a one-half (½) day paid holiday.

## **Section 2**

Except as set forth under Section 1 above, holidays falling on a Saturday shall be celebrated on the preceding Friday. Holidays falling on a Sunday shall be celebrated on the following Monday.

## **Section 3**

To receive holiday pay, an employee must work either the day before said holiday or the day following said holiday, unless excused, in writing by the First Selectman. In the event that the First Selectman does not excuse the absence, such decision shall not be subject to the grievance procedure.

## **Section 4**

An employee out of work due to a workplace injury shall not be eligible for holiday pay during his/her absence if the employee is receiving any form of workers' compensation benefits during the absence.

## **Section 5**

If a holiday occurs while an employee is out on sick leave, the day shall be charged as a holiday and not charged as sick leave.

## **ARTICLE IX** **INSURANCE**

### **Section 1**

A bargaining unit member who is scheduled to work thirty (30) hours or more on a regular basis, shall be eligible for health insurance benefits on the 1<sup>st</sup> day of the month after sixty (60) days of employment with the Town in a position covered by this Agreement.

The Town will provide the following insurance coverage for health, dental, vision and prescription drugs for all eligible full-time-employees and their eligible dependents:

- a. The Connecticut State Partnership Plan (health, dental and vision) and the prescription drug plan offered through the Connecticut State Partnership Plan. If the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted.
- b. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP").
- c. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
- d. The carrier network for the plan will be the carrier selected by the State.
- e. Premium share contributions shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.
- f. In the event that the State imposes additional fees or increases the Town's cost of the premium at the end of any contract year, employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution as set forth above.
- g. In the event that the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be

considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.

## **Section 2**

### **Premium Share Contributions**

July 1, 2020 - June 30, 2021	19%
July 1, 2021 - June 30, 2022	19%
July 1, 2022 - June 30, 2023	19%
July 1, 2023 - June 30, 2024	19%

## **Section 3**

Notwithstanding the above, employees may voluntarily elect to waive, in writing, all health insurance coverage outlined above and, in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000.00), two thousand dollars (\$2,000.00) or three thousand dollars (\$3,000.00) respectively, for individual, spouse, and family coverage. Payment to those employees waiving such coverage shall be made in equal payments as part of the first payroll of December and June annually.

## **Section 4**

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.

## **Section 5**

Eligible employees shall receive term life insurance in the amount of one hundred thousand dollars (\$100,000.00) in accordance with the eligibility terms set forth by the policy.

## **Section 6**

The Town offers a pre-tax contribution option for all employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses on a pre-tax, rather than an after-tax basis.

## **Section 7**

**Medical Supplement 65:** After twenty-five (25) years of service for the Town in a full-time bargaining unit position covered by this Agreement, an active employee sixty-five (65) years of age or older at the time of his/her retirement shall be eligible for a stipend of up to three hundred fifty dollars (\$350.00) per month for 65 Supplement Medical coverage (for the retiree only).

## **ARTICLE X**

### **VACATION**

#### **Section 1**

An employee shall be credited with vacation days based upon the employee's length of continuous service with the Town as of July 1<sup>st</sup> annually.

Vacation days shall be credited in accordance with the following:

- One (1) week (five (5) working days) after the first year (credited on July 1<sup>st</sup> annually);
- Two (2) weeks (ten (10) working days) after the second year (credited on July 1<sup>st</sup> annually);
- Three (3) weeks (fifteen (15) working days) after the fifth year (credited annually on the employee's anniversary date);
- After ten (10) years of service, employees shall receive one (1) additional day each year to a maximum of twenty (20) days (each additional day shall be credited on July 1<sup>st</sup> annually).

Vacation days shall be based on the employee's regular work day.

#### **Section 2**

In the event that a paid holiday falls during an employee's vacation period, the employee shall receive holiday pay and not be charged a vacation day.

#### **Section 3**

Employees may carry over a maximum of twenty (20) vacation days to the subsequent contract year.

#### **Section 4**

Upon a voluntary separation from employment (including death), an employee (or (a) his/her spouse if the employee is deceased; or (b) the employee's children if the employee's spouse is deceased; or (c) the employee's estate or designated beneficiary (the name(s) of the designated beneficiary must be provided in writing to the Town) if there is no surviving spouse or children) shall receive payment for any remaining unused, credited vacation days, provided, vacation days credited during the employee's last year of employment shall be prorated from July 1<sup>st</sup> of such contract year to the employee's last day of employment.

An employee terminated for cause (or who resigns in lieu of termination) shall not receive payment for any unused, credited vacation days.

## **Section 5**

In the event that an eligible bargaining unit employee has exhausted his/her vacation days, the employee may be granted unpaid vacation time at the discretion of the First Selectman. In the event that a request for unpaid vacation day(s) is denied, such decision shall not be subject to the grievance procedure.

## **ARTICLE XI** **SICK LEAVE**

### **Section 1**

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 the employee, the employee's spouse, parent(s) or children or a medical appointment.

### **Section 2**

Employees must call the Town's call-in line ((860) 767-4340 (ext. 299)) at least thirty (30) minutes prior to the beginning of the workday to notify the Town of the sick day. Sick leave shall not be granted unless the employee has called the call-in line, as set forth herein.

### **Section 3**

An employee shall be credited with one (1) sick day per month of full-time employment with the Town. Sick days shall be based on the employee's regular work day.

Sick days credited to an employee may accumulate to a maximum of one hundred twenty (120) days. Accordingly, an employee may not have more than one hundred twenty (120) sick days at any one time.

### **Section 4**

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 three (3) consecutive work days.

The Town may deny payment for sick leave if an appropriate physician's note is not provided by the employee.

### **Section 5**

A pattern of absenteeism or abuse of absences may be the basis for discipline and/or unpaid time or other action deemed appropriate by the Town.



## **Section 6**

Upon separation from employment (for any reason), an employee shall not receive payment for any unused, credited sick days.

## **ARTICLE XII** **PERSONAL LEAVE**

### **Section 1**

On July 1<sup>st</sup> annually, each full-time employee will be credited with three (3) personal days.

For the period from the employee's first day of employment in a position covered by this agreement through June 30<sup>th</sup>, the employee shall receive a prorated number of personal days (using the above enumerated three (3) days as a full year that is then prorated).

Personal days are not cumulative.

### **Section 2**

A written notice that a personal day is to be taken shall be given to the employee's immediate supervisor not less than forty-eight (48) hours in advance of the day, except in case of emergencies.

### **Section 3**

Upon separation from employment (for any reason), an employee shall not receive payment for any unused, credited personal days.

### **Section 4**

Unpaid leaves of absence for legitimate purposes for a period of between two (2) weeks to four (4) weeks may be granted to an employee upon written request to the First Selectmen or his designated representative. A notice of such leave will be supplied to the Union President. A denial of a request for an unpaid leave of absence shall not be subject to the grievance procedure.

## **ARTICLE XIII** **FUNERAL LEAVE**

### **Section 1**

Employees shall receive three (3) days of funeral leave for each occurrence of a death in the employee's immediate family.

"Immediate Family" is defined as the employee's: spouse, children, father, mother, grandparents, brother, sister and grandchildren.

Employees shall receive one (1) day of funeral leave for each occurrence of a death of the employee's mother-in-law, father-in-law, aunt, uncle or first cousin for the specific purpose of attending the funeral.

Additionally, employees may, at the discretion of the First Selectman, be provided with unpaid time off to attend the funeral of other individuals, provided, a denial of such a request shall not be subject to the grievance procedure.

## **ARTICLE XIV** **MILITARY LEAVE**

### **Section 1**

Military Leave shall be granted in accordance with applicable state and federal law.

## **ARTICLE XV** **FAMILY AND MEDICAL LEAVE**

### **Section 1**

Family and Medical Leave shall be provided in accordance with the federal Family and Medical Leave Act. At the discretion of the Town, employees may use sick leave and/or vacation leave concurrently during FMLA.

## **ARTICLE XVI** **JURY DUTY**

### **Section 1**

An employee who is called to jury duty shall promptly notify his/her supervisor.

The employee shall receive remuneration for such date equal to the employee's rate of pay for the days he/she serves on jury duty less the jury duty fee.

## **ARTICLE XVII** **RETIREMENT**

### **Section 1**

Full-time bargaining unit employees employed by the Town in bargaining unit positions covered by this Agreement shall be eligible to participate in the Town of Essex Retirement Plan in accordance with the terms of such plan.

## **ARTICLE XVIII** **SENIORITY**

### **Section 1**

A seniority list shall be established by the Town showing each employee's length of continuous service as an employee of the Town in a bargaining unit position covered by this Agreement.

### **Section 2**

All new employees shall serve a probationary period of one (1) calendar year.

All employees who have worked satisfactorily for one (1) calendar year shall be considered regular full-time employees of the bargaining unit, their probationary period will be considered completed, and their seniority will then be backdated to their date of hire as a full-time bargaining unit position covered by this Agreement.

## **ARTICLE XIX** **VACANCY**

### **Section 1**

In the event that the Town decides to fill a vacant position or creates a new bargaining unit position, notice of such position shall be posted internally and externally for a period of seven (7) work days, prior to any action being taken by the Town to fill such vacancy or new position.

Employees wishing to be considered for the position may submit their application, in writing, in accordance with the terms set forth in the notice for the position.

The Town shall select the candidate (if any) it deems to be most qualified for the vacant position.

### **Section 2**

When an employee is assigned by the First Selectman and satisfactorily performs all of the essential duties of a supervisor position for a supervisor: (a) who is absent more than thirty (30) consecutive workdays; or (b) whose position is vacant for more than thirty (30) consecutive workdays (pending the filing of the vacant position) he/she shall receive additional compensation of five percent (5%) higher than his/her regular hourly rate of pay (commencing on the thirty-first (31<sup>st</sup>) consecutive workday).

## **ARTICLE XX** **LAYOFF AND RECALL**

### **Section 1**

Based on the Department selected for layoff(s) by the Town, layoffs shall be in inverse order of seniority within the impacted Department. Probationary employees within the impacted

Department shall be laid off first. Part-time bargaining unit employees shall be laid off subsequent to probationary employees.

## **Section 2**

When it becomes necessary for the Town to reduce the work force, the Town shall notify the Union as soon as practical.

## **Section 3**

Employee(s) on layoff shall retain recall rights for a period of twelve (12) months from the date of layoff. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty no more than ten (10) days after receipt of such notification. The time limit may be waived by agreement of the parties. Recalled employees shall return to the same status they held on the date of layoff in terms vacation and sick leave accumulation, and all other benefits (including pension to the extent permitted).

# **ARTICLE XXI** **DISCIPLINE**

## **Section 1**

A non-probationary employee shall not be disciplined without just cause.

## **Section 2**

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.

## **Section 3**

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

**ARTICLE XXII**  
**MISCELLANEOUS**

**Section 1**

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

**Section 2**

Employees shall complete the necessary documentation requested by the Town in order for the Town to pay the employee via direct deposit. Employees shall be paid on a bi-weekly basis.

**Section 3**

Unless authorized by the First Selectman, Town vehicles and/or equipment shall not be used for personal use and may only be used for work related activities.

**Section 4**

The Town may implement an electronic time keeping system (or other means of recording hours) that all employees are required to use to record their time worked (and lunch period).

**Section 5**

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. If an employee punches in or out for another employee, both employees shall be subject to discipline.

**Section 6**

Job descriptions may be changed or created as necessary by the Board of Selectpersons.

**Section 7**

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.

## **Section 8**

Employees must call the Town's call-in line ((860) 767-4340 (ext. 299)) prior to the beginning of the workday to notify the Town if the employee is going to be late.

Additionally, employees must advise their Department Head, the First Selectman, or the First Selectman's designee for any unplanned personal reason prior to leaving work.

## **Section 9**

Full-time bargaining unit employees may receive tuition reimbursement for courses that are job related (as determined by the First Selectman) or required to be taken by the Town (as determined by the First Selectman).

In order to receive reimbursement for courses that meet the above-noted criteria, the eligible employee must first submit a written request to the First Selectman prior to enrollment in the course.

Eligible employees shall receive reimbursement of an aggregate amount of up to seven hundred fifty dollars (\$750.00) per contract year provided the employee receives a grade of C or better (or a pass in a pass/fail course). Such reimbursement shall include the cost of text books required for the course.

In order to receive reimbursement, the eligible employee must submit a receipt for the tuition and books as well as a transcript to the First Selectman.

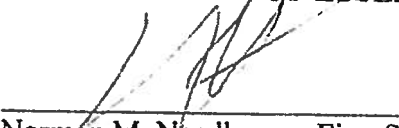
In the event that an employees request for tuition reimbursement is denied, such denial shall not be subject to the grievance and arbitration procedure.

**ARTICLE XXIII**  
**DURATION**

**Section 1**

This Agreement shall be effective upon execution of both parties and shall remain in full force and effect until June 30, 2024. This contract shall remain in effect upon expiration and during negotiation until agreement is reached and signed to amend or modify this Agreement. At least one hundred twenty (120) days before the expiration date of this contract, the parties agree to meet and discuss a new Agreement.

**FOR THE TOWN OF ESSEX**


  
\_\_\_\_\_  
Norman M. Needleman, First Selectman

\_\_\_\_\_  
Date

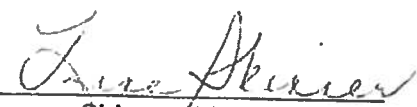
  
\_\_\_\_\_  
Nicholas Grello, Town Negotiator

5-11-20  
\_\_\_\_\_  
Date

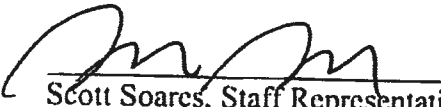
**FOR COUNCIL 4, AFSCME,  
AFL-CIO**

  
\_\_\_\_\_  
Mary Ellen Barnes, President

5-7-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lynne Skinner, Negotiation Team

5-7-20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Scott Soares, Staff Representative  
Connecticut Council 4  
AFSCME, AFL-CIO

5-8-20  
\_\_\_\_\_  
Date

## Appendix A

### Exempt Employees Salary Schedule

Exempt Employee - Assessor				
	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024
	2.75%	2.75%	2.75%	2.75%
STEP 1 (85% of Salary Max)	67,541	69,398	71,306	73,267
STEP 2 (88.75% of Salary Max)	70,520	72,460	74,452	76,500
STEP 3 (92.5% of Salary Max)	73,500	75,521	77,598	79,732
STEP 4 (96.25% of Salary Max)	76,480	78,583	80,744	82,965
STEP 5 (100% of Salary Max)	79,460	81,645	83,890	86,197

Exempt Employee - Sanitarian/Director of Health				
	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024
	2.75%	2.75%	2.75%	2.75%
STEP 1 (85% of Salary Max)	78,798	80,965	83,191	85,479
STEP 2 (88.75% of Salary Max)	82,274	84,537	86,861	89,250
STEP 3 (92.5% of Salary Max)	85,750	88,108	90,531	93,021
STEP 4 (96.25% of Salary Max)	85,750	88,108	90,531	93,021
STEP 5 (100% of Salary Max)	92,703	95,252	97,872	100,563

Exempt Employee - Park & Recreation Director/Social Services Representative				
	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024
	2.75%	2.75%	2.75%	2.75%
STEP 1 (85% of Salary Max)	62,029	63,735	65,488	67,289
STEP 2 (88.75% of Salary Max)	64,765	66,546	68,376	70,257
STEP 3 (92.5% of Salary Max)	67,503	69,359	71,266	73,226
STEP 4 (96.25% of Salary Max)	70,239	72,170	74,155	76,194
STEP 5 (100% of Salary Max)	72,975	74,982	77,044	79,163



## Appendix B

### Non-Exempt Employees Salary Schedule

Administrative Assistant to the Land Use Department – I*				
	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024
	2.75%	2.75%	2.75%	2.75%
STEP 1 (85% of Salary Max)	\$23.54	\$24.19	\$24.85	\$25.54
STEP 2 (88.75% of Salary Max)	\$24.58	\$25.25	\$25.95	\$26.66
STEP 3 (92.5% of Salary Max)	\$25.63	\$26.33	\$27.05	\$27.80
STEP 4 (96.25% of Salary Max)	\$26.66	\$27.40	\$28.15	\$28.92
STEP 5 (100% of Salary Max)	\$27.70	\$28.46	\$29.25	\$30.05

Assistant to Assessor/Assistant to Tax Collector/ Building and Grounds Superintendent Administrative Assistant to the Land Use Department – II*				
	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024
	2.75%	2.75%	2.75%	2.75%
STEP 1 (85% of Salary Max)	\$25.19	\$25.89	\$26.60	\$27.33
STEP 2 (88.75% of Salary Max)	\$26.30	\$27.03	\$27.77	\$28.53
STEP 3 (92.5% of Salary Max)	\$27.41	\$28.17	\$28.94	\$29.74
STEP 4 (96.25% of Salary Max)	\$28.52	\$29.31	\$30.11	\$30.94
STEP 5 (100% of Salary Max)	\$29.63	\$30.45	\$31.29	\$32.15

Assistant to the Town Clerk / Assistant Town Clerk				
	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024
	2.75%	2.75%	2.75%	2.75%
STEP 1 (85% of Salary Max)	\$26.32	\$27.05	\$27.79	\$28.56
STEP 2 (88.75% of Salary Max)	\$27.43	\$28.19	\$28.96	\$29.76
STEP 3 (92.5% of Salary Max)	\$28.54	\$29.33	\$30.14	\$30.96
STEP 4 (96.25% of Salary Max)	\$29.65	\$30.47	\$31.31	\$32.17
STEP 5 (100% of Salary Max)	\$30.76	\$31.61	\$32.48	\$33.37

Assistant to Director of Finance**				
	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024
	2.75%	2.75%	2.75%	2.75%
STEP 1 (85% of Salary Max)	\$28.83	\$29.62	\$30.44	\$31.28
STEP 2 (88.75% of Salary Max)	\$30.11	\$30.93	\$31.78	\$32.66
STEP 3 (92.5% of Salary Max)	\$31.37	\$32.23	\$33.12	\$34.03
STEP 4 (96.25% of Salary Max)	\$32.65	\$33.55	\$34.47	\$35.42
STEP 5 (100% of Salary Max)	\$33.92	\$34.85	\$35.81	\$36.79

Assistant to Director of Finance II**				
	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024
	2.75%	2.75%	2.75%	2.75%
STEP 1 (85% of Salary Max)	\$30.89	\$31.74	\$32.61	\$33.51
STEP 2 (88.75% of Salary Max)	\$32.57	\$33.47	\$34.39	\$35.33
STEP 3 (92.5% of Salary Max)	\$34.25	\$35.19	\$36.16	\$37.15
STEP 4 (96.25% of Salary Max)	\$35.92	\$36.91	\$37.92	\$38.97
STEP 5 (100% of Salary Max)	\$37.60	\$38.63	\$39.69	\$40.78

\*The Administrative Assistant to the Land Use Department I employed by the Town as of July 1, 2020 shall be paid based on the Administrative Assistant to the Land Use Department II wage scale. In the event that the Administrative Assistant to the Land Use Department I employed in such position as of July 1, 2020 separates from employment with the Town, the new or lateral hire shall be paid based on the Administrative Assistant to the Land Use Department I wage rate, unless the Town, in its discretion, decides to pay him/her under the Administrative Assistant to the Land Use Department II wage scale.

\*\* In the event that the Assistant to the Finance Director II employed in such position as of July 1, 2020 separates from employment with the Town, the new or lateral hire shall be paid based on the Assistant to the Finance Director I wage rate, unless the Town, in its discretion, decides to pay him/her under the Assistant to the Finance Director II wage scale.