

THE TOWN OF EAST HAVEN

and

EAST HAVEN SUPERVISORS,

**Local 818-007, Council #4, AFSCME
AFL-CIO**

PROPOSED OFF THE RECORD TENTATIVE PROPOSALS

The Town of East Haven ("Town") and East Haven Supervisors Council #4, AFSCME ("Union") hereby agree that the following constitutes their Tentative Agreement ("Agreement") regarding a collective bargaining agreement for the period July 1, 2020 to June 30, 2023:

ARTICLE II

UNION SECURITY

SECTION 1: UNION DUES ARTICLE II UNION SECURITY

~~The Town agrees to deduct from the paycheck of each employee who is a member of the Union and who has signed an authorized payroll deduction card prior to, subsequent to, the effective date of this Agreement, a sum certified in writing by the Secretary or other authorized official of the Union, to be Union dues.~~

SECTION 2: PAYMENT IN LIEU OF DUES

~~It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing in the Union during the terms of this Agreement. It shall also be a condition of employment that all employees covered by this agreement who are not members of the Union and employees hired on or after its following the beginning of such employment, either become members in good standing in the Union, or pay to the Union an amount equal to the monthly Union dues, per month, during the term of the agreement.~~

All employees will be offered an opportunity to join the Union. Employees who elect to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues/fees of the Union. Such authorization shall be delivered to the Town and shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Town by written notice that the employee no longer desires to be a member of the Union. The Union 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 Town for the purpose of complying with the provisions of this Article.

ARTICLE III

SENIORITY

SECTION 4: LAYOFFS

An employee with the least seniority **in the department(s) that are selected for layoffs** shall be laid off first, ~~providing~~ **provided** the Town cannot use him/her in another ~~classification~~ **department**. Laid off permanent employees shall be re-hired until all laid off employees have been given an opportunity to return to work and ~~providing~~ **provided** the **recalled** employee ~~recalled~~ is qualified to fill the vacancy. In the event of a layoff because of reduction in force, an employee shall retain ~~their seniority~~ **his/her seniority** status for two **(2)** years from the date of his/**her** layoff.

- A. Employees scheduled for layoff shall submit to the Town their intent to exercise bumping rights or accept a layoff within ten (10) working days of notification by the Town of layoff.
- B. An employee subject to layoff or whose hours have been reduced may bump the least senior employee in the same or lower base salary ~~providing~~ **provided** the employee is qualified to perform the duties of the employee being bumped.
- C. The employee subject to layoff may continue to exercise seniority in the same manner, as described in subsection B until the least senior employee is displaced or until no additional possibility of displacement exists, at which point, the employee subject to layoff/**displacement** shall be laid off.
- D. Layoffs shall take place in the following order:
 - 1. Part-time employees within **the** same ~~classification~~ **department** (working less than twenty (20) hours per week)
 - 2. Part-time employees within **the** same ~~classification~~ **department** (working more than twenty (20) hours per week)
 - 3. Probationary employees; and
 - 4. Full-time employees
- E. Laid off employees shall have recall rights for two **(2)** years from **the** date of layoff and retain their seniority for the same period.

ARTICLE V

WAGES

SECTION 1: WAGES

Wages shall be subject to this agreement and shall be paid according to the wage scale set forth in this Agreement. They will reflect the following changes:

Effective and retroactive to July 1, ~~2012~~ **2020**, the salary schedule in effect on June 30, ~~2012~~ **2020** shall be increased by ~~zero (0.00%)~~ percent **two percent (2.0%) for all employees on the Town's payroll on the date this Agreement is signed.**

Effective and retroactive to July 1, ~~2013~~ **2021**, the salary schedule in effect on June 30, ~~2013~~ **2021** shall be increased by ~~zero (0.00%)~~ percent **two percent (2.0%).**

~~All permanent employees as of the date this contract is ratified by the Town Council shall earn a \$ 800 signing bonus to be paid no later than the second pay period following date of ratification.~~

~~Effective upon the date this contract is ratified by the Town Council, the salary schedule in effect, on June 30, 2014, plus any earned step increases received since that date, shall be increased by two (2.00%) percent.~~

~~Effective July 1 2015, the salary schedule in effect on June 30 2015 shall be increased by two and fifteen hundredths (2.15%) percent.~~

~~Effective July 1 2016, the salary schedule in effect on June 30 2016 shall be increased by two and one-quarter (2.25%) percent.~~

~~Effective July 1 2017, the salary schedule in effect on June 30 2017 shall be increased by two and one-quarter (2.25%) percent.~~

~~Effective July 1, 2018, the salary schedule in effect on June 30 2018 shall be a WAGE REOPENDER~~

~~Effective July 1 2019, the salary schedule in effect on June 30 2019 shall be a WAGE REOPENDER~~

ARTICLE IX

LEAVE PROVISIONS

SECTION 14: TERMINATION OF EMPLOYMENT DUE TO INABILITY TO WORK

- a. **The procedures of this Section shall be implemented when an employee has been absent due to long term disability (both job-related and non-job-related) for a period of twenty-six (26) weeks from the date of disability.**

- b. **Upon notification from the Town to the employee pursuant to “a” above, the employee must within sixty (60) days present certification from his or her physician that the employee is able to perform or will be able to perform his or her job within twelve (12) months of the date of disability. Date of disability shall be the first day the employee was unable to report to work due to disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date of disability. If the employee’s physician does not certify that the employee is able to perform, without limitation, the duties of his or her position or of any other available position offered by the Town or, if in the opinion of a physician selected by the Town, the employee is found to be unable to perform said duties, the Town may terminate the employee. In such case, any disability benefits for which the employee may be eligible shall continue unaffected.**

- c. **When there is a conflict between the opinion of the employee’s physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained. For such a purpose the employee shall select a physician from a list of three (3) physician providers (with the appropriate medical specialty) selected by the Town. Once the three (3) physicians are submitted to the employee, the employee shall have thirty (30) days to select one of the three (3). The third medical opinion shall prevail.**

- d. **In the event the employee does not report for required medical evaluations and/or fails to follow any of the timelines set forth in**

subparagraphs a – c the employee may be terminated and such termination shall be deemed to be for just cause.

In the event the employee returns to work within the above-referenced twelve (12) months, he/she shall suffer no loss in continuous service or seniority rights.

ARTICLE X

DISCIPLINARY PROCEDURES

SECTION 2: PROGRESSIVE

Disciplinary actions shall **normally** follow this order:

- a. Verbal warning
- b. Written warning
- c. Suspension
- d. Discharge

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 5: FORMAL PROCEDURE

Step 4 If the grievant is dissatisfied with the Step 3 decision, the grievant may request the State Board of Mediation and Arbitration ~~to~~ provide mediation service.

Step 5 In the event that mediation does not resolve the grievance, the Union may ~~quest~~ **request** the State Board of Mediation and Arbitration to provide arbitration service; which request for arbitration service shall be made to the State Board of Mediation and Arbitration in writing, with a copy to the Town, within ten (10) working days subsequent to the written or verbal statement by the Mediator that he **or she** is unable to resolve the grievance through the mediation mechanism. **Either the Town or the Union shall have the right to transfer a grievance from the State Board of Mediation and Arbitration to the American Arbitration Association (“AAA”) to be heard by Michael Ricci. The party initiating said transfer shall pay all costs associated with the transfer. In the event Mr. Ricci is unavailable, then an arbitrator shall be selected in accordance with AAA rules. In the event Mr. Ricci is unavailable, then an arbitrator shall be selected in accordance with AAA rules. Said arbitrator or arbitrators shall not have the power to change, modify or otherwise amend this Agreement. The costs associated with the arbitration of any grievance before the State Board of Mediation and Arbitration shall be shared equally by the Town and the Union.**

ARTICLE XV

DURATION

SECTION 1: TIME PERIOD

This Agreement and its provisions shall be effective July 1, **2020** ~~2012~~ **and continue in full force and effect up to and including** ~~for duration of eight years to June 30, 2023~~ **2020**.

The Union and the Town agree that they will enter reopener negotiations on the topics of wages and medical benefits relating only to carrier, plan design, coverage, “premium cost share” as described herein, and retirement medical benefits for employees hired after March 1, 2021. These reopener negotiations shall not include the topic of “CAPS” (for employees hired before March 1, 2021) as set forth in Article VI, Section 1.

These reopener negotiations shall commence no later than February 1, 2022.

FOR THE TOWN OF EAST HAVEN

Joseph Carfora
Mayor

FOR LOCAL 818 OF COUNCIL 4

Owen Little, President,
Local 818