

COLLECTIVE BARGAINING AGREEMENT

By and Between



Town of Prospect

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
(UPSEU)**

Prospect Supervisors - Unit 116

July 1, 2020 – June 30, 2022

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This Working Agreement (the “Agreement”) is made by and between the Town of Prospect (the “Town”) and UPSEU – Prospect Supervisors Local 424 – Unit 116 (the “Union”). This Agreement is entered into as of July 1, 2020.

ARTICLE 1 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all supervisory employees employed by the Town of Prospect excluding all other employees excluded pursuant to the Act, as such bargaining unit is described in Connecticut State Board of Labor Relations Decision No. 4957.

ARTICLE 2 – EMPLOYEE CLASSIFICATIONS

- Section 1:** For purposes of this Agreement, bargaining unit members (excluding temporary employees) regularly scheduled to work thirty (30) or more hours per week will be considered regular full-time employees. Bargaining unit members (excluding temporary employees) regularly scheduled to work less than thirty (30) hours per week will be considered part-time employees.
- Section 2:** Newly hired employees shall be considered probationary employees for a period of ninety (90) days from the date of employment.
- Section 3:** The Town may discharge a probationary employee at any time before the successful completion of the probationary period and such discharge shall not be subject to the just cause, grievance and arbitration provisions of this Agreement.
- Section 4:** Upon successful completion of the probationary period, an employee shall have his or her seniority calculated from the date of hire.
- Section 5:** The Town may hire temporary employees to temporarily supplement the workforce.
- Section 6:** The hourly rate of pay for temporary employees shall be set at the Town’s discretion.
- Section 7:** Temporary employees shall not be entitled to any fringe benefits, including (but not limited to) sick leave or other leaves of absence, holidays, vacation, insurances, pension, etc., nor shall they be covered by any other provision of this Agreement.
- Section 8:** The retention of such temporary employees shall be at the sole discretion of the Town except as limited herein. No temporary employee shall be guaranteed employment if a regular position becomes available. However, if

such employee is hired into a regular position, he or she shall serve the initial probationary period set forth in this Agreement and his or her seniority shall be determined by the date of hire into a regular position.

ARTICLE 3 – UNION SECURITY

- Section 1:** The Town will deduct from the pay of employees who provide written authorization for such deductions, such membership dues, and agency fees as may be fixed by the Union.
- Section 2:** Deductions under this Article shall be made weekly and remitted to the Union along with a list of names of employees from whose wages such deductions have been made.
- Section 3:** The Union shall indemnify and 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.
- Section 4:** The Town agrees to notify the Union of new hires, including the new hire's name, job classification, work location, hours telephone number and home and e-mail addresses, within seven (7) calendar days of the employee's hire.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes the sole and exclusive prerogative of the Town to operate and manage its affairs in all respects in accordance with its public trust and interest, and further recognizes that the powers and authority which the Town has customarily possessed in the past, and has not had officially and specifically abridged, delegated or modified by this Agreement, are retained by the Town. Such rights, whether exercised or not, include, without limitation, establishing standards of productivity and performance of its employees; determining the mission of the Town and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions or programs in whole or in part; the relief from duty of its employees because of lack of work or budgetary or financial reasons; and the taking of all necessary actions to carry out its mission.

ARTICLE 5 – HOURS OF WORK

Hours of work shall be established by the Town based on the Town's business needs. Notwithstanding the foregoing, the Town shall provide reasonable advance notice of any changes to an employee's regular schedule. Where possible, the Town will provide such notice in writing at least two (2) weeks in advance of the change. Employees may continue to use flexible work schedules, subject to the Town's and the employee's department's business needs and authorization from the Mayor or his or her designee.

ARTICLE 6 – JOB OPENINGS AND TRANSFERS

- Section 1:** When an opening occurs in an existing bargaining unit job classification, a notice for the opening will be posted at the Town Hall, Library, Police Department, Senior Center and Community Center for at least five (5) days, stating the job classification, rate of pay, the nature of the job requirements, and the deadline by which anyone wishing to apply for the position must notify the Mayor's office.
- Section 2:** Employees wishing to apply for the transfer must do so in writing.
- Section 3:** Nothing herein shall prevent the Town from posting for an open position externally. The Town will fill the job opening by selecting the most qualified applicant, taking into account legitimate business factors such as an applicant's education level, experience, training and ability. If two candidates have the same overall qualifications with regard to factors such as education level, experience, training and ability, the candidate with the most seniority will be given preference for the position.
- Section 4:** Transfers, not resulting from a layoff, may be made by the Town for legitimate business reasons. Whenever possible, such transfers shall be made to a position with equal number of hours and to an equivalent position from that which the bargaining unit member previously held, with no reduction in pay or benefits. The employee being involuntarily transferred shall be given at least two (2) weeks' notice prior to the transfer, and shall be informed in person by the Mayor as to the reason for the transfer.

ARTICLE 7 – DISCIPLINE

- Section 1:** Employees shall not be disciplined or discharged except for just cause or lack of work.

It is the Town's general practice to use progressive disciplinary counseling procedures between the employee and his or her immediate supervisor in which the supervisor will explain the charges and allow the employee to explain his or her position. The procedures provide for sanctions to be imposed on an employee to correct inappropriate behavior, whether the behavior is a single offense, repeated offenses of a similar nature, or multiple offenses of differing nature.

When possible and appropriate, the steps of progressive discipline will be as follows:

Verbal Warning
Written Warning
Suspension
Discharge

The Town reserves the right to skip, advance or repeat any level of discipline that it deems appropriate. Depending on the individual circumstances, the Town may, at its option, advance the level of discipline to the step it deems appropriate, up to and including immediate discharge from employment.

Section 2: A copy of any written disciplinary action shall be placed in the employee's personnel file and copies shall be furnished to the Union and affected employee within five (5) working days.

ARTICLE 8 – RESIGNATIONS

If possible, written notice of resignation must be provided to the employee's supervisor at least two (2) weeks in advance of a voluntary resignation; provided, however, the Town may, in its discretion, waive the two (2) week notice period and terminate the employee's employment earlier, in which case the Town will pay the employee his or her regular wages in lieu of the notice period (capped at two weeks). Such termination shall not be subject to the grievance procedure.

ARTICLE 9 - SENIORITY, LAYOFF, RECALL

Section 1: Seniority is defined as the total continuous length of service in the bargaining unit since the employee's last date of hire.

Section 2: An employee shall lose his seniority when he or she:

- a. Quits voluntarily or retires.
- b. Is discharged for just cause.
- c. Fails to return to work within five days after notice of recall.
- d. Is absent, except for layoff, for three consecutive working days without notice to his or her supervisor. In the event of an emergency, such notice shall be given as soon as possible.
- e. Is laid off for a period of eighteen (18) consecutive months.

Section 3: The Town will lay off employees in inverse order of seniority within impacted job classifications, provided that the employees to be retained are qualified to perform available work. The Town will recall employees in reverse order of layoff within impacted job classifications, with the last laid off to be the first recalled.

Section 4: Layoffs within a job classification shall be in the following order:

- a. Seasonal or temporary employees;
- b. Probationary employees;
- c. Part-time employees;
- d. Full-time employees.

Section 5: Laid off employees shall be entitled to recall according to seniority for a period of 18 months from layoff, provided that the affected employee must keep the Town advised of his or her current address, e-mail and telephone number. If the employee notifies the Town by certified mail prior to the execution of recall rights and prior to the expiration of the original 18 month recall period that they wish to extend the recall time for additional six months, it shall be granted.

Section 6: The Town shall provide the Union a seniority list updated annually, which list may be provided electronically.

Section 7: New hires shall not accrue seniority until after successful completion of the probationary period. Upon successful completion of the probationary period, seniority shall be calculated from the employee's date of hire.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1: A "grievance" is a dispute over the application or interpretation of a specific provision of this Agreement, and shall be processed exclusively in accordance with the procedure set forth herein. The parties agree to resolve grievances on as low an administrative level as possible.

Section 2: The Union may appoint a steward solely for the purpose of discussing grievances in accordance with this Article. The Union staff representative will be given reasonable access to the Town offices for purposes of investigation and processing grievances in accordance with this Article. Employees shall not engage in Union activity during working time except as necessary to process a grievance in accordance with this Article.

Step 1. A grievance must be presented in writing to the Mayor no later than seven (7) working days after the events giving rise to the grievance allegedly occurred. The Mayor or his or her designee, the steward and the grievant shall meet within seven (7) working days after the grievance is received to resolve the grievance. The Mayor may resolve or deny the grievance and will issue a decision within ten (10) working days after the meeting.

Step 2. In the event the Mayor and the Union staff representative fail to reach a

mutually satisfactory settlement in Step 1, the Union may, within thirty (30) calendar days of receipt of the Mayor's Step 1 decision file the grievance with the State Board of Mediation and Arbitration (the "Board") and use mediation services if mutually agreeable to the Town and the Union.

Section 3: The decision and award of the arbitrator shall be in writing and shall be final and binding upon all parties. The arbitrator shall have no authority to change, amend, add to, or subtract from any of the specific provisions of this Agreement and shall have the authority only to determine whether, by the acts alleged in the grievance, the Town misinterpreted or misapplied the specific provision expressed in the Agreement as the Union claims.

Section 4: The time limits specified herein may only be extended by mutual written agreement of the Town and the Union. Failure by the steward or the Union representative to process a grievance within the time limits provided above shall be deemed a waiver of such grievance, and the grievance shall be considered resolved in accordance with the position of the Town. Failure by the Town to meet or respond to the grievance within the time limits provided above shall permit the Union to process the grievance to the next step within the time limits set forth above.

Section 5: An employee with information necessary to the dispute and their local, shall be permitted to attend arbitration and prohibited practice conferences and hearing, as necessary, without loss of pay. The Union shall be reasonable with the use of witnesses.

ARTICLE 11 - HOLIDAYS

Section 1: The following days are designated and observed as paid holidays for regular full-time employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
President's Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floater (may be taken within 30 days before and after of employee's birthday)

The Town shall also provide a paid holiday on the day before Christmas if such day falls on a regularly scheduled work day. The Town will provide

one-half paid holiday for the day before New Year's Day if such day falls on a regularly scheduled work day.

Section 2: If the holiday, except for Christmas Eve or New Year's Eve, falls on a Sunday, the holiday will be observed on the following Monday. If the holiday, except for Christmas Eve or New Year's Eve falls on a Saturday, the holiday will be observed on the preceding Friday.

Section 3: To be eligible for holiday pay, an employee must work his or her last regularly scheduled day before the holiday and the next regularly scheduled day after the holiday, except in the case of a prior approved absence.

Section 4: If a holiday falls during an employee's vacation, he or she shall not be charged a vacation day and shall be paid for said holiday.

Section 5: The Floater holiday shall be scheduled on a day mutually agreed upon by the employee and his or her supervisor.

ARTICLE 12 - VACATION

Section 1: Regular full-time employees shall be granted annual vacation at their base rate of pay computed from their anniversary date of employment in accordance with the following schedule:

- a. One (1) week of vacation on the anniversary date of one (1) year of service.
- b. Two (2) weeks of vacation on the anniversary date of two (2) years of service.
- c. Three (3) weeks of vacation on the anniversary date of five (5) years of service.
- d. Four (4) weeks of vacation on the anniversary date of ten (10) years of service.
- e. Five (5) weeks of vacation on the anniversary date of fifteen (15) years of service.
- f. Employees hired on or before May 1, 1987 will be granted six (6) weeks of vacation.

Section 2: Employees shall take their vacations at times agreeable to the employee's supervisor, subject to the needs of the department. Employee shall not take more than two (2) consecutive weeks of vacation without prior authorization from his or her supervisor. Employees in the same department will not schedule vacation during the same times. Seniority of employees by job classification shall determine vacation time priorities.

Section 3: Vacation may be taken in one-half (1/2) day increments. Vacation must be scheduled at least two (2) weeks in advance except that vacation time of one-half-day or more (up to one consecutive week) must be scheduled at least one (1) week in advance.

Section 4: Vacation days cannot be accumulated and must be used each fiscal year or be forfeited; provided, however, that up to five (5) days of unused vacation may, at the option of the employee, be paid out at the end of the fiscal year or be temporarily carried over to be used by September 15 of the subsequent fiscal year.

ARTICLE 13 – LEAVES OF ABSENCE

Section 1: Regular full-time employees shall be eligible for up to nine (9) paid sick days per year beginning each fiscal year. Employees may accumulate sick leave to a maximum of ninety (90) days.

Section 2: Employees must notify their supervisor on the first day of absence to be eligible for sick leave. The Town may require employees to provide a doctor's certificate stating the nature and duration of the illness or injury for any repeated absence of three (3) consecutive work days or more.

Section 3: The Town will grant regular full-time employees three (3) personal leave days per fiscal year for any purpose other than to extend vacation. Personal days cannot be accumulated and must be used each fiscal year or be forfeited. Use must be approved by the employee's supervisor in advance, except in the case of a verifiable emergency notice shall be given as soon as possible. Unused personal days will not be paid upon termination of employment.

Section 4: Upon voluntary termination or retirement, employees shall receive payment for seventy-five (75%) percent of their accumulated sick leave. To be eligible to receive accumulated sick leave, an employee must provide a two-week notice prior to a voluntary termination, except in the case of an emergency. Upon death, the Town will pay the employee's estate seventy-five percent (75%) of the employee's accumulated sick leave.

Section 5: Employees discharged for just cause shall not be entitled to collect for any accumulated sick days.

Section 6: In the event of a death in the immediate family of a regular employee; or the immediate family of his/her spouse, such employee will be paid for the time lost from scheduled work at his base rate of pay to attend the funeral services not to exceed three (3) days. 'Immediate family' for the purpose of this clause is defined as parent, grandparent, spouse, sister, brother, child, grandchild,