

**AGREEMENT**

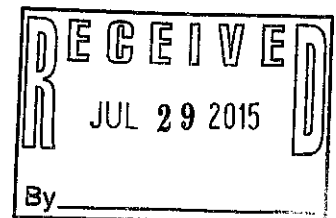
**between**

**THE TOWN OF MIDDLEFIELD**

**and**

**LOCAL 1303-283, COUNCIL 4, AFSCME, AFL-CIO**

**JULY 1, 2015 – JUNE 30, 2018**



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## **PREAMBLE**

This Agreement is entered into by and between the Town of Middlefield (hereinafter referred to as the "Town"), and Local 1303-283, Council 4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

## **ARTICLE 1** **Recognition**

The Town recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all highway crew employees except the working foreman and those as defined by the Municipal Employee Relations Act, Conn, Gen. Stat. §7-467 et. seq. (the "Act").

## **ARTICLE 2** **Union Security**

### **Section 1.**

All full time employees presently employed by the Town, and all full time employees who are hired after the signing of this Agreement, who do not voluntarily join the Union shall pay a service charge in an amount equal to that proportion of the regular Union dues and any other applicable fees, on a monthly basis, which represents the cost of collective bargaining, contract administration and grievance adjustment.

### **Section 2.**

The Town agrees to deduct Union membership dues once each month from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer of the Union after such deductions are made once each month.

### **Section 3.**

The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.

#### Section 4

The Town agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the Town harmless from any claims arising as a result of any deduction made pursuant to this subsection.

### **ARTICLE 3** **Management Rights**

#### Section 1.

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 and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, 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 and continue policies, practices and procedures for the conduct of Town business and, from time to time, to change, modify, or abolish such policies, practices and procedures.
- c. To discontinue work processes or operations or to discontinue their performance by employees.
- d. To select and 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 interest of the Town of department.

- 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 employee(s) affected by such rules and regulations.
- g. To ensure that incidental duties connected with departmental operations, whether enumerated in Job descriptions or not, shall be performed by employees, including but not limited to the operation by employees in all job classifications of items of highway maintenance equipment historically operated by them, without additional compensation.
- h. To establish contracts or subcontracts for municipal operations provided this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town, it can be done more economically or expeditiously otherwise.
- i. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.

#### Section 2.

The above rights, responsibilities and prerogatives are inherent in the First Selectman and Board of Selectmen by virtue of statutory and charter provisions, and are not subject to delegation in whole or part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, except as specifically provided for by this Agreement, providing that the manner of exercise of such rights may be subject to the grievance and arbitration procedure of this Agreement.

### **ARTICLE 4** **Seniority**

#### Section 1.

The seniority rights of all full time members of the highway crew shall be based upon actual length of service on the highway crew and shall be determined from the day such full time member(s) began working on the highway crew. The seniority rights of part time employees who are members of the bargaining unit shall be determined on a pro rata basis.

#### Section 2.

Seniority shall not be broken by vacations, sick time or any authorized leave of absence.

Section 3.

Employees who resign voluntarily, or are retired, or who are discharged for just cause shall lose all seniority. An individual who has resigned or retired and is re-employed by the Town within one (1) year of separation shall have his or her seniority prior to separation restored.

Section 4.

No newly hired highway crew employee shall attain seniority under this Agreement until the employee has been continuously employed by the Town in the highway crew for a period of six (6) months. During such period, the employee shall be on probation any may be discharged by the Town, without recourse to the grievance procedure. Upon completion of the six (6) month probation period, the employee's seniority shall date back to the time of the employee's original date of hire.

**ARTICLE 5**  
**Hours of Work**

Section 1.

The regular work week for employees in the bargaining unit shall be Monday through Friday, from 7:00 a.m. to 3:30 p.m.

Section 2.

Employees will have a 30 minute unpaid lunch break each day, which will normally be taken at 12:00 noon. However, the foreman, in his sole discretion, may determine that the lunch break be scheduled for any 30 minute period between 12:00 noon and 1:30 p.m. due to the needs of the Town.

Section 3.

Employees will have a fifteen (15) minute paid break each morning, and a fifteen (15) minute paid break each afternoon. The foreman, in his sole discretion, shall determine when the breaks shall be taken.

Section 4.

Time and one-half shall be paid for all work performed in excess of eight (8) hours in a day or forty (40) hours in any one work week.

Section 5.

Time and one-half shall be paid for all work performed on Saturday or Sunday, but there shall be no pyramiding of premium pay for time over eight (8) hours or time over forty (40) hours in one week.

Section 6.

No overtime shall be worked unless approved, in advance, by the foreman or the First Selectman. Overtime shall be offered to full time bargaining unit employees on a rotating basis. Refusal or unavailability to work an overtime shift shall result in the employee's loss of turn in the rotation.

Section 7.

An employee called to work for time not scheduled contiguous with the employee's normally scheduled working hours shall be paid not less than three (3) hours pay at the rate of time and one-half.

Section 8.

Any bargaining unit employee who is a member of the Volunteer Fire Department and/or EMS personnel shall be released from work without loss of pay of benefits to respond to fires and/or other emergencies.

**ARTICLE 6**  
**Vacations**

Section 1.

Employees hired before 7/1/2012, shall be granted annual time off with pay for vacations according to the following schedule.

After 6 months of service	1 week
After 1 yr. of service	2 weeks
After 5 yrs. of service	3 weeks
After 10 yrs. of service	4 weeks
After 20 yrs. of service	4 weeks plus 1 day
After 21 yrs. of service	4 weeks plus 2 days
After 22 yrs. of service	4 weeks plus 3 days
After 23 yrs. of service	4 weeks plus 4 days
After 24 yrs. of service	5 weeks

All new employees hired on or after 7/1/2012, shall be granted annual time off with pay for vacation in accordance with the above schedule, but limited to a maximum of 4 weeks.

Section 2.

An employee's anniversary date of hire will be used to determine the amount of vacation time due to the employee in each fiscal year (i.e. If an employee was hired in the month of October and would be entitled to 4 weeks vacation plus 1 as of that October he would be allowed the 4 weeks and 1 day vacation as of July 1 of the current fiscal year).

Section 3.

A minimum of two (2) weeks of notice must be provided to the First Selectman and Highway Foreman for vacation requests. Choice of date of vacation time taken shall be granted when practicable. Seniority shall prevail in the selection of vacation time granted. The First Selectman shall have the right to limit the number of employees that may be on vacation simultaneously in the best interest of operating requirement of the Town. Such right shall not be unnecessarily restrictive, however.

Section 4.

Employees must use their accrued vacation time within one year of the date of accrual except, in special circumstances as determined by the First Selectman, the First Selectman may allow the carryover of vacation time for up to one year.

Section 5.

In the event of an employee's death, the employee's pro-rata vacation pay shall be paid to the employee's surviving spouse, and/or children. In the event that the employee has neither a spouse nor children, such payment shall be made to the estate.

Section 6.

In the event that an employee terminates service with the Town, and has provided the Town with at least two (2) weeks notice, pro-rata accumulated vacation pay from the employee's anniversary date of hire to the end of the preceding month shall be paid to the employee.

Section 7.

If an employee becomes ill for more than three (3) days while on vacation time, the employee shall have the option of charging sick time to the employee's sick time bank in



the place of the employee's vacation time being charged to the employee's vacation time bank, provided that the employee provides the First Selectman with a doctor's certificate verifying illness.

**ARTICLE 7**  
**Personal Leave Days**

**Section 1.**

Employees hired before 7/1/2012, the First Selectman shall grant each full time highway crew employee three (3) days personal leave each fiscal year, with full pay and benefits, providing such employee has notified the First Selectman a minimum of forty-eight (48) hours in advance, emergencies excepted. Personal days may be used for business which cannot be transacted outside of the regular workday such as legal or financial business that requires the employee's attendance including but not limited to a house closing, or marriage or attendance at graduation exercises for the employee or his spouse or children. Personal leave days not used in the fiscal year in which they accrue shall be forfeited.

All employees hired on or after 7/1/2012, The First Selectman shall grant each full time highway crew employee two (2) days personal leave each fiscal year, with full pay and benefits, providing such employee has notified the First Selectman a minimum of forty-eight (48) hours in advance, emergencies excepted. Personal days may be used for business which cannot be transacted outside of the regular workday such as legal or financial business that requires the employee's attendance including but not limited to a house closing, or marriage or attendance at graduation exercises for the employee or his spouse or children. Personal leave days not used in the fiscal year in which they accrue shall be forfeited.

**ARTICLE 8**  
**Sick Leave**

**Section 1.**

Each full time highway crew employee shall be credited with sick leave with pay at the rate of 12 days per fiscal year. Employees in their first year of service shall earn sick leave on a pro rata basis.

**Section 2.**

a) Unused sick time may be accumulated, from fiscal year to fiscal year, to a total of 120 working days. Accumulated sick leave may be used for the purposes specified in this Agreement.

b) All new employees hired on or after July 1, 2012 shall be allowed to accumulate a maximum of ninety (90) days of sick leave from fiscal year to fiscal year.

Section 3.

Holidays and regular days off shall not be counted in computing sick leave taken.

Section 4.

Sick leave may be used for the following purposes only:

- a. Personal illness, physical incapacity, or injury or disease non-compensable under the worker's compensation laws.
- b. Enforced quarantine in accordance with community health regulations.
- c. For a maximum of five (5) consecutive work days upon written approval by the First Selectman, for illness or physical incapacity by someone in the employee's immediate family. Immediate family is defined for the purpose of this provision to be the mother, father, sister, brother, wife, husband or child related by blood, marriage or adoption to the employee. Approval will be at the discretion of the First Selectman and will be based on an individual case.

Section 5.

A doctor's certificate showing date of illness or incapacity and the employee's need to be absent from work may be required by the First Selectman. Unless in the judgment of the First Selectman verification of illness by a physician is warranted, proof of sick leave under three (3) days will not normally be required.

Section 6.

Upon an employee's death or retirement, the employee or his/her surviving spouse and/or children shall be paid for a percentage of his/her unused accrued sick leave in accordance with the following schedule:

Years of Service	Percentage of Unused Sick Leave
15 years or more	100%
10 years but less than 15 years	75%
5 years but less than 10 years	50%
1 year but less than 5 years	25%

In the event that the employee has neither a spouse nor children, such payment shall be made to the estate.

Section 7.

Any employee who has voluntarily terminated employment with the Town, who has at least five (5) years of service, and has provided the Town with two (2) weeks written prior notice, shall receive on the basis of the employee's current wages, payment for his unused accumulated sick leave. Any employee hired on or after July 1, 1995 shall not be eligible for sick leave pay upon termination except as provided in Section 6 of this Article.

Section 8.

An employee who wants to use sick leave for an absence must call in to report the absence, the reason therefore and the anticipated duration to the First Selectman's office, prior to or at the start of his/her regular work hours. If the employee's absence goes beyond the anticipated duration, the employee must call again to report such to the First Selectman's office.

**ARTICLE 9**  
**Holidays**

The following days shall be paid holidays for all full time highway crew members covered by this Agreement.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
	Day After Christmas Day

All new employees hired on or after July 1, 2012, Columbus Day is eliminated as a holiday.

If Christmas is celebrated on a Friday the following Monday shall be observed as the Day After Christmas. If Christmas falls on a Sunday and the Christmas holiday is celebrated on a Monday then Tuesday will be celebrated as the Day After Christmas.

Any holiday which falls on a Saturday, other than the Day After Christmas, will be celebrated on Friday and any holiday which falls on a Sunday will be celebrated on Monday.

Section 2.

Holidays set forth in Section 1 shall be celebrated on the day of which the holiday is celebrated by the Town.

Section 3.

Holiday pay will be paid to the employee at his/her regular hourly rate. Should an employee be required to work on a holiday listed in Section 1, in addition to regular holiday pay, the employee shall be paid two times (2.0x) his/her regular hourly rate for time actually worked or a minimum of three hours pursuant to Article 5, Section 7, whichever is greater.

**ARTICLE 10**  
**Disciplinary Action**

Section 1.

“Disciplinary action” as used in this Article shall be defined as written reprimand, suspension or discharge. Disciplinary action shall be for just cause.

Section 2.

Disciplinary action as defined above may be appealed through the established grievance procedure.

**ARTICLE 11**  
**Grievance Procedure**

Section 1.

A “grievance” shall mean a complaint by an employee, the Union, or group of employees that as to him/her there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. “Grievant” shall mean any member of the bargaining unit, or a group of bargaining unit members or the Union similarly affected by a grievance, seeking recourse under the terms of this Article. “Days” shall mean calendar days.

## Section 2.

Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may at its discretion process the grievance from the next succeeding step following that which the employee has utilized.

## Section 3.

A grievance shall be processed in the following steps:

- STEP 1 The grievant or the grievant's Union representative shall submit the grievance in writing to the foreman within ten (10) days of the time the grievant became aware of the incident giving rise to the grievance. Within ten (10) days of receipt of the grievance, the foreman will render a written decision to the grievant.
- STEP 2 If the grievant is not satisfied with the decision rendered at Step 1, the grievant or the grievant's Union representative may submit the grievance in writing to the First Selectman within ten (10) days. Within ten (10) days of receipt of the grievance, the First Selectman will render a written decision to the grievant.
- STEP 3 If the grievance is not resolved to the Union's satisfaction at Step 2, the Union may, at its option, submit the grievance to the Board of Selectmen. The submission of the grievance shall be through the First Selectman office. The First selectman will within 15 days set up a meeting with the Board of Selectman at which time the Union Representatives and the grievant will meet with the Board in attempt to resolve the grievance. The Board of Selectman within 10 days of the meeting shall render a written decision to the Union Representative and grievant.
- STEP 4 If the grievance is not resolved to the Union's satisfaction at Step 2, the Union may, at its option, submit the grievance to arbitration by The Connecticut State Board of Mediation and Arbitration within ten (10) days of receiving the Step 2 decision. The submission of the grievance shall state the specific provisions of the contract allegedly violated and the remedy sought.

The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator shall render his decision in writing no later than thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding.

The cost of arbitration will be borne equally by the parties.

**ARTICLE 12**  
**No Strike**

The Union agrees that it will not call or support any strike, work stoppage, work slowdown or any other action against the Town that would impede the proper functioning of the highway crew or the Town Government. The Town agrees that it will not lockout employees.

**ARTICLE 13**  
**Uniform Allowance and Health and Safety**

**Section 1.**

Each bargaining unit member will be paid a \$300 uniform allowance to be used to purchase clothing for use on the highway crew on or about the date of ratification of this contract by both parties, and on and about July 1<sup>st</sup> of each remaining year of this contract.

**Section 2.**

Twice each fiscal year, upon providing a written receipt to the First Selectman, the Town will pay for the cost of one pair of ANSI approved safety shoes for bargaining unit employees up to a total cost to the Town of \$175 per year for each bargaining unit employee. One pair shall be designated for paving projects.

**Section 3.**

The Town shall make available to each bargaining unit member gloves, raingear and boots for use on the highway crew as the First Selectman determined necessary. The wearing of shorts may be permitted by the Highway Foreman for work activities such as grass cutting, where, in the Highway foreman's discretion, the health and safety of employees will not be adversely affected.

**Section 4.**

Each bargaining unit employee shall be required to obtain annual inoculations against poison ivy by a health care provider approved by the Town. The Town shall pay for the cost of such inoculations.

**ARTICLE 14**  
**Meal Allowance**

**Section 1.**

If an employee is ordered to report for snow and/or ice removal at least one hour before his regularly scheduled starting time, the Town shall pay up to \$7.50 for the cost of breakfast.

**Section 2.**

If an employee is ordered to work from the end of his regularly scheduled shift to later than 6:00 p.m. for snow and/or ice removal, the Town shall pay up to \$9.00 for the cost of supper.

**Section 3.**

The Town agrees to make payments for the meal allowance provided in Article 14 directly to the restaurant providing the meal. The employees shall not be required to pay for meals and seek reimbursement from the Town.

**ARTICLE 15**  
**Pension**

The Town shall continue participation in the Municipal Employees Retirement Fund (MERF B) for all full time bargaining unit employees.

**ARTICLE 16**  
**Funeral Leave**

The First Selectman will allow five (5) days leave with pay to full time Highway Crew employees at the time of death of a spouse, child, mother or father of the employee, and up to three (3) days leave with pay to full time Highway Crew employees at the time of death of a brother, sister, mother-in-law, father-in-law, grandparent or grandchild of the employee. The purpose of the funeral leave is to provide the employee time to travel to and from the place where services or burial will take place and to attend services for the deceased.

In his/her sole discretion, the First Selectman may grant up to two (2) additional days of leave without pay for traveling out of state or out of the country for the funeral services of a family member provided in this subsection. Furthermore, in such cases where travel

is required, an employee shall be allowed to utilize unused personal leave or vacation days without the regularly required notice provided they give some notice of their intent to do so prior to taking the time off.

**ARTICLE 17**  
**Union Business Leave**

**Section 1.**

One (1) Union officer shall be granted leave with pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purposes set forth in this section shall not exceed an aggregate of two (2) working days in any fiscal year.

**Section 2.**

One (1) Union officer shall be granted leave with pay for all meetings between the Town and the Union for the purposes of collective bargaining when such meetings take place during the regularly scheduled working hours of highway crew employees.

**ARTICLE 18**  
**Military Leave**

**Section 1.**

Any permanent employee who leaves the service of the Town to join the military forces of the United States during time of war or other national emergency, or who is inducted by selective service, shall be placed on military leave without pay.

**Section 2.**

Such leave shall extend for the period of service with the military forces and for ninety (90) days after discharge from the service.

**Section 3.**

An employee on military leave who applies for reemployment within ninety (90) days from his date of discharge shall be entitled to the position he or she held at the time the leave was granted, providing that he or she is capable of meeting the minimum qualifications of the Job and provided that he or she has received an honorable discharge or a general discharge for medical or hardship reasons.



Section 4.

Employees returning to Town employment from military leave shall be granted all reemployment rights provided under the Selective Service Act.

Section 5.

Any vacancies resulting from employee entering the armed forces shall be filled on a durational basis.

Section 6.

Time spend on military leave shall be considered as continuous employment with the Town.

Section 7.

Military leave shall be granted to permanent employees when required to serve on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his or her regular pay from the Town and military pay the employees receives while required to serve.

Payment under this provision shall be limited to thirty (30) days per year, in accordance with the provisions of Conn. Gen. Stat. §7-461. This provision may be extended by mutual agreement between the First Selectman and the Union President and/or AFSCME Council 4 Representative.

**ARTICLE 19**  
**Wages**

**Section 1.**

Effective July 1, 2015, all rates on the wage schedule will increase by \$0.48 to the following rates:

**A. Highway Maintainer I**

Steps	1	2	3	4	5	6
	\$14.96	\$15.31	\$15.66	\$16.04	\$16.46	\$16.83

**B. Highway Maintainer II**

Steps	1	2	3	4	5	6
	\$19.58	\$20.08	\$20.60	\$21.10	\$21.63	\$22.18
	7	8	9			
	\$22.74	\$23.30	\$23.90			

**C. Highway Maintainer/Mechanic**

Steps	1	2	3	4	5	6
	\$21.99	\$22.55	\$23.12	\$23.71	\$24.34	\$24.96

**D. Crew Leader**

Steps	1	2	3	4	5	6
	\$24.49	\$25.12	\$25.78	\$26.44	\$27.13	\$27.84

Effective July 1, 2015 each employee who is not at the highest step in his/her classification will advance one step.

Section 2.

Effective July 1, 2016 all rates on the wage schedule will increase by \$0.50 to the following rates:

A. Highway Maintainer I

<u>Steps</u>	1	2	3	4	5	6
	\$15.46	\$15.81	\$16.16	\$16.54	\$16.96	\$17.33

B. Highway Maintainer II

<u>Steps</u>	1	2	3	4	5	6
	\$20.08	\$20.58	\$21.10	\$21.70	\$22.13	\$22.68
	7	8	9			
	\$23.24	\$23.80	\$24.40			

C. Highway Maintainer/Mechanic

<u>Steps</u>	1	2	3	4	5	6
	\$22.49	\$23.05	\$23.62	\$24.21	\$24.84	\$25.46

D. Crew Leader

<u>Steps</u>	1	2	3	4	5	6
	\$24.99	\$25.62	\$26.28	\$26.94	\$27.63	\$28.34

Effective July 1, 2016 each employee who is not at the highest step in his/her classification will advance one step.

Section 3.

Effective July 1, 2017 all rates on the wage schedule will increase by \$0.50 to the following rates:

A. Highway Maintainer I

Steps	1	2	3	4	5	6
	\$15.96	\$16.31	\$16.66	\$17.04	\$17.46	\$17.83

B. Highway Maintainer II

Steps	1	2	3	4	5	6
	\$20.58	\$21.08	\$21.60	\$22.20	\$22.63	\$23.18
	7	8	9			
	\$23.74	\$24.30	\$24.90			

C. Highway Maintainer/Mechanic

Steps	1	2	3	4	5	6
	\$22.99	\$23.55	\$24.12	\$24.71	\$25.34	\$25.96

D. Crew Leader

Steps	1	2	3	4	5	6
	\$25.49	\$26.12	\$26.78	\$27.44	\$28.13	\$28.84

Effective July 1, 2017 each employee who is not at the highest step in his/her classification will advance one step.

**ARTICLE 20**  
**Insurance**

**Section 1.**

Prior to the implementation of this Agreement, but not after July 1, 2015 the Town shall continue the health insurance plan presently in force for all full-time members of the bargaining unit.

Effective as soon as practicable following execution of this Agreement, but not prior to July 1, 2015, the Anthem/Blue Cross POS Plan shall be secured as the health insurance plan for all bargaining unit employees, with a co-pay of \$10 Doctor Office Visit and prescription plan for \$10 generic and \$20 for listed or formulary brand name and \$30 for non-formulary drugs for a 30 day supply and twice the applicable co-pay for a 90 day supply mail order and with an unlimited maximum. A dental insurance plan offered to bargaining unit employees augmented by the addition of Rider B benefits shall be by Anthem/Blue Cross.

Effective July 1, 2015 (and throughout the remainder of this contract), each full-time employee shall contribute thirteen percent (13%) of the cost of the above health insurance coverage by payroll deduction. Such payroll deductions shall be made pursuant to the Town's Section 125 Plan.

All employees hired on or after 7/1/2012, shall have the only option of the Health Savings Account (HSA) at \$2,000 deductible for single plan and \$4,000 family plan paid at 87% by the employer. No dental or vision coverage is included with this plan, such coverage is available at 100% cost to the employee.

**Section 2.**

The Town shall have authorization to change or alter insurance plans and/or insurance carriers providing that the change maintains comparable coverage for employees.

**Section 3.**

The Town shall pay for a life insurance policy in the amount of \$20,000 for each full time member of the bargaining unit. Subject to availability by the carrier, full time members of the bargaining unit may purchase additional life insurance at their own expense at the group rate from the carrier.

Section 4.

If at any point it becomes possible for the Town of Middlefield to purchase health insurance less expensively by participating in a State of Connecticut Employees Health Insurance Plan(s), negotiations may be reopened on health insurance only. Such reopening shall occur only upon written demand of the Union. The resulting change, if any, will result in the overall level of benefit being comparable to the existing coverage and benefits.

Section 5.

Any employee choosing to waive coverage, in the Town of Middlefield Medical Insurance Plan or any part of the Insurance Plan, shall receive a sum equaling sixty five percent (65%) net of the Town of Middlefield cost of said Plan for the coverage they were enrolled in. Once an employee waives coverage they cannot opt back into the Insurance Plan until the next enrollment period unless life changes cause them to lose coverage. The individual employee will have the option on how the above sum of money shall be paid (i.e. weekly, monthly, or in the month of December).

**ARTICLE 21**  
**Savings Clause**

If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, it shall be severed from the Agreement and 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 provisions and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

**ARTICLE 22**  
**Coverage**

The terms of this Agreement apply to full time highway unit members only. Should the Town hire any part time highway unit employees who are eligible to be members of the bargaining unit, the Town and the Union agree to negotiate with respect to wages, hours and other conditions of employment of those part time employees.

**ARTICLE 23**  
**Duration**

**Section 1.**

This Agreement shall be effective upon signing except for wages expressly showing an effective date July 1, 2015, and shall remain in full force and effect for a period of three years ending June 30, 2018. This Agreement shall remain in full force and be effective during the period of negotiations for a successor Agreement.

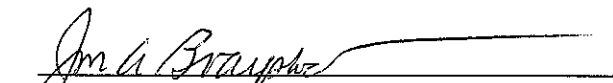
**Section 2.**

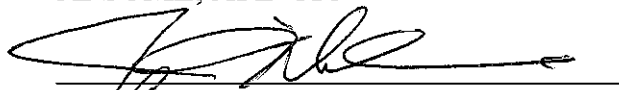
Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement, however, neither party shall be obligated to take part in any such collective bargaining session prior to one-hundred and twenty (120) days before expiration hereof.

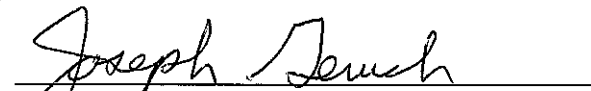
IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS 1<sup>st</sup> DAY OF July, 2015.

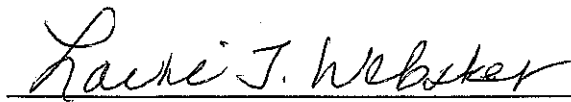
TOWN OF MIDDLEFIELD

LOCAL 1303-283 OF COUNCIL 4  
AFSCME, AFL-CIO

  
\_\_\_\_\_  
First Selectman

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Financial Director

  
\_\_\_\_\_  
Staff Representative

7-1-15  
\_\_\_\_\_  
Date

7/1/15  
\_\_\_\_\_  
Date