

**AGREEMENT**

**between**

**THE TOWN OF MIDDLEFIELD**

**-and-**

**LOCAL 818, COUNCIL 4, AFSCME, AFL-CIO**

**TOWN HALL EMPLOYEES**

**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 818, 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 Town Hall employees including the administrative assistant, assessor, sanitarian, custodian, building official, code enforcement officer, highway foreman, assistant town clerk, office assistant, emergency services secretary, senior center coordinator/municipal agent, and fire department laborer, and excluding elected officials, supervisors and others as defined by the Municipal Employee Relations Act, Conn. Gen. Stat. § 7-467 et g. (the "Act").

## **ARTICLE 2**

### **Union Security**

#### Section 1

All bargaining unit employees presently employed by the Town, and all bargaining unit 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 these 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 every three months, together with an itemized statement to the Treasurer of the Union after such deductions are made.

#### 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 or 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 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.
- h. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.
- i. Upon retirement of the incumbent Administrative Assistant, both the Town and Union agree that this position will no longer be represented by the Union, nor be subject to the conditions of this agreement.

Section 2

The above rights, responsibilities and prerogatives are inherent in the 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 bargaining unit shall be based upon actual length of service in the bargaining unit and shall be determined from the day such full time member(s) began working in the bargaining unit. 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 reemployed by the Town within one (1) year of separation shall have his or her seniority prior to separation restored.

Section 4

No newly hired bargaining unit employee shall attain seniority under this Agreement until the employee has been continuously employed by the Town in the bargaining unit for a period of six (6) months. For a part-time employee, the probation period shall be nine (9) months. Any absence in excess of five (5) consecutive working days shall not count as time worked for completion of probation. During such period, the employee shall be on probation and may be discharged by the Town, without recourse to the grievance procedure. Upon completion of the probation period, the employee's seniority shall date back to the time of the employee's original date of hire in the bargaining unit.

**ARTICLE 5****Hours of Work**Section 1

The regular work week for the highway foreman shall be Monday through Friday, from 7:00 am. to 3:30 p.m.

Section 2

The regular work week for all other full-time bargaining unit employees shall be Monday from 8:30 a.m. to 5:00 p.m., Tuesday through Thursday from 8:30 a.m. to 4:00 p.m. and Friday from 8:30 a.m. to 3:00 p.m.

The Town reserves the right to modify a full-time employee's work schedule based on the service needs of the Town, provided that the starting time shall not be earlier than 8:00 a.m. and the ending time shall not be later than 5:30 p.m. Further, the Town may elect to have evening hours one day per week and if it decides to do so will negotiate with the Union over the manner of implementing such evening hours. In all cases, the Town will give the affected employee(s) and the Union written notice of a work schedule change as much in advance as possible and not less than thirty (30) days in advance.

The regular work week for a part-time bargaining unit employee shall be established by the First Selectman. A part-time employee shall not work hours in excess of the regular work week unless the additional hours are approved in advance by the First Selectman or his/her designee. A part-time employee will have a specified number of hours for each scheduled work day.

The Town reserves the right to modify a part-time employee's work schedule based on the service needs of the Town. In all cases, the Town will give the affected employee(s) and the Union written notice of a work schedule change as much in advance as possible and not less than 10 business days in advance; provided, however, the Town reserves the right to modify the part-time custodian's work schedule on an occasional, non-permanent basis based on the service needs of the Town, on reasonable notice to the affected employee.

### Section 3

Full-time employees are required to have a thirty (30) minute unpaid lunch break each day, which will normally be taken between 12:00 noon and 1:00 p.m. However, the First Selectman, in his sole discretion, may determine that the lunch break be scheduled for any thirty (30) minute period between 11:30 a.m. and 1:30 p.m. due to the needs of the Town including the need to ensure that there is adequate coverage of Town facilities by bargaining unit employees during the lunch break.

A part-time employee whose work day is five (5) hours or more is required to have a thirty (30) minute unpaid lunch break each day, unless this requirement is waived by the First Selectman, in writing. The time of the lunch break shall be determined in the same manner as for full-time employees.

An employee shall punch out for lunch and punch in at the conclusion of the lunch break.

### Section 4

Full-time employees will have a fifteen (15) minute paid break each morning, and a fifteen (15) minute paid break each afternoon. The First Selectman, in his sole discretion, shall determine when the breaks shall be taken. Unless the paid breaks interrupt the coverage of Town facilities by bargaining unit employees, the paid breaks may be taken contiguously with the employees' unpaid lunch break. However, paid breaks may not be used to shorten an employee's work day.

A part-time employee who is scheduled to work four (4) or more consecutive hours will have one fifteen (15) minute paid break. The First Selectman, in his sole discretion, shall determine when the breaks shall be taken.

### Section 5

Time and one-half shall be paid to all bargaining unit employees for all work performed in excess of forty (40) hours in any one work week.

### Section 6

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 forty (40) hours in one week. In the case of the part-time custodian, work on Saturday or Sunday shall be paid at straight time (unless in excess of 40 hours in a week); however, there shall be a minimum weekend call-in of three (3) hours.

Section 7

No overtime shall be worked unless approved, in advance, by the First Selectman or the First Selectman's designee.

Section 8

If an employee is called to work for time not scheduled contiguous with his normally scheduled working hours, he shall be paid not less than three (3) hours pay at the rate of time and one-half.

Section 9

An employee or the Town may request that an employee work a flex time schedule. Such schedules shall be negotiated by the Union and the Town. If agreement cannot be reached between the Union and the Town regarding an employee's flex time schedule, the employee shall continue to work the same work schedule he or she was working before the employee or Town requested that the employee work a flex time schedule.

Section 10

Employees may elect to receive compensatory time in lieu of overtime pay. This provision will be administered in accordance with the Fair Labor Standards Act and Connecticut General Statutes. Employees who work more than forty (40) hours in any one work week shall earn an hour and one half off for each hour worked over that amount. Time earned is subject to approval by the First Selectman or his designee, and must be used within a reasonable amount of time from when it is earned. An accurate accounting of all compensatory time must be entered on the employee's weekly timesheet. Use of compensatory time may be denied when there is an overtime impact.

**ARTICLE 6****Vacations**Section 1

Full-time employees shall be granted annual time off with pay for vacations according to the following schedule.

After 6 months of service	1 week
After 1 year of service	2 weeks
After 5 years of service	3 weeks
After 10 years of service	4 weeks

The employee in the position of Highway Foreman on August 12, 1992 shall receive one (1) additional week of vacation beyond that which is provided in the above schedule. Should the employee in the position of Highway Foreman on August 12, 1992 leave that position, any subsequent employee in the position of Highway Foreman shall receive the amount of vacation listed in the above schedule.

A part-time employee shall be eligible for vacation upon completion of the probationary period. All length of service and amounts of vacation shall be prorated for a part-time employee based on the proportion that his/her regularly scheduled hours bear to thirty-five (35) hours. A part-time employee may use vacation only for days and hours that are part of the regularly scheduled work week.

Section 2

The 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 3 weeks vacation as of that October he would be allowed the 3 weeks 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 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 requirements 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 carry over of vacation time of up to two (2) weeks for up to one (1) 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, unused vacation pay for the current year measured from the employee's anniversary date of hire to the end of the month preceding the employee's termination shall be paid to the employee.

Example: Employee A has completed 10 or more years of service as of Employee A's anniversary date of hire which occurs on May 15, 2004. As a result, Employee A is entitled to 4 weeks (equal to 140 hours) of vacation for the year beginning May 15, 2004 which may be used anytime prior to May 15, 2005. Employee A provides 2 weeks notice and terminates employment on April 15, 2005, having already used 3 weeks (equal to 105 hours) of his vacation allotment. Employee A is entitled to unused accrued vacation from May 15, 2004 (Employee A's anniversary date of hire) through March 30, 2005 (the end of the month preceding Employee A's separation) (10 months). That is, Employee A is entitled to 5/6 of his vacation allotment (117 hours) minus the vacation he has already utilized ( hours) for a total payout of 12 hours of vacation.

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

For employees hired prior to July 1st, 2012, the First Selectman shall grant each full time bargaining unit employee four (4) days personal leave at the beginning of the 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.

For employees hired prior to July 1st, 2012; and beginning on July 1st, 2012, the First Selectman shall grant each part-time bargaining unit employee two (2) days personal leave at the beginning of the 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. A part-time employee may use personal leave only for days and hours that are part of the regularly scheduled work week.

For employees hired after July 1st, 2012, the First Selectman shall grant each full time bargaining unit employee two (2) days personal leave at the beginning of the 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.

For employees hired after July 1st, 2012, the First Selectman shall grant each part-time bargaining unit employee one (1) day personal leave at the beginning of the 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. A part-time employee may use personal leave only for days and hours that are part of the regularly scheduled work week.

Personal days may be used for business which cannot be transacted outside of the regular workday such as legal or financial business that require 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 bargaining unit employee shall be credited with sick leave with pay at the rate of twelve (12) days per fiscal year. Each part-time bargaining unit employee shall be credited with a pro rata portion of twelve (12) sick leave days per fiscal year based on the proportion that his/her regularly scheduled hours bear to thirty-five (35) hours. A part-time employee may use sick leave only for days and hours that are part of the regularly scheduled work week. Employees in their first year of service shall earn sick leave on a pro rata basis.

#### Section 2

Unused sick time may be accumulated, from fiscal year to fiscal year, in accordance with the following schedule:

- a. As of November 16, 2004, current employees with more than one hundred (100) days of accumulated sick leave shall be permitted to accumulate a maximum of one hundred twenty (120) days of sick leave from fiscal year to fiscal year.

- b. Other employees hired on or before November 16, 2004, shall be permitted to accumulate a maximum of ninety (90) days of sick leave from fiscal year to fiscal year.
- c. All employees hired on or after November 16, 2004, but before July 1, 2012, shall be allowed to accumulate a maximum of sixty (60) days of sick leave from fiscal year to fiscal year.
- d. All employees hired on or after July 1, 2012 shall be allowed to accumulate a maximum of thirty (30) days of sick leave from fiscal year to fiscal year.

Accumulated sick leave may be used for the purposes specified in this Agreement.

### 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 workers compensation laws.
- b. Enforced quarantine in accordance with community health regulations.
- c. For a maximum of five (5) consecutive work days upon 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 by the First Selectman shall not be unreasonably denied 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.

<u>Years of Service</u>	<u>Percentage of Unused Sick Leave</u>
<u>15 years or more</u>	<u>100%</u>
<u>10 years but less than 15 years</u>	<u>75%</u>
<u>5 years but less than 10 years</u>	<u>50%</u>
<u>Less than 5 years</u>	<u>0%</u>

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

The Town reserves the right to make such payments equally over a twenty-four (24) month period, subject to mutual agreement with the retiree.

### Section 7

Any employee hired prior to July 1, 1996 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, 1996 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**

#### Section 1

The following days shall be paid holidays for all full time bargaining unit employees covered by this Agreement.

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Birthday	Columbus Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

Each part-time employee shall receive time off with pay on a holiday that is listed in this Section, provided the holiday falls on a regularly scheduled day of work for the employee. All new employees hired on or after January 1, 2016, Columbus Day is eliminated as a holiday.

#### Section 2

Holidays set forth in Section 1 shall be celebrated on the day on 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.Ox) his/her regular hourly rate for the time actually worked

or if the employee is the highway foreman, a minimum of three hours at two times (2.0x) his/her regular hourly rate pursuant to Article 5, Section 8, 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 First Selectman 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 First Selectman will render a written decision to the grievant and the Union.

STEP 2 If the grievant is not satisfied with the decision rendered at Step I. the grievant or the grievant’s Union representative may submit the grievance in writing to the Board of Selectmen within ten (10) days. Within ten (10) days of receipt of the grievance, the Board of Selectmen will schedule a meeting with the grievant, and his or her representative, if the grievant wishes to be represented, for the purpose of resolving the grievance. The First Selectman shall notify the grievant and the Union of the Board of Selectmen’s decision within ten (10) days after the meeting.

STEP 3 If the grievance is not resolved to the Union’s satisfaction at Step 2, only 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 Town Hall or the Town Government. The Town agrees that it will not lock out bargaining unit employees.

## **ARTICLE 13**

### **Uniform Allowance**

#### Section 1

The highway foreman will be paid a uniform allowance up to a maximum amount of three hundred dollars (\$300.00) annually upon presentation of receipts to be used to purchase clothing for use on the highway crew.

#### 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 the highway foreman up to a total cost to the Town of \$175 per year. One pair shall be designated for paving projects.

#### Section 3

If any bargaining unit employees other than the highway foreman are required by the Town to wear a specific uniform in the future, the Town and the Union agree to negotiate regarding a uniform allowance.

## **ARTICLE 14**

### **Meal Allowance**

#### Section 1

If the highway foreman 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 seven dollars and fifty cents (\$7.50) for the cost of breakfast.

#### Section 2

If the highway foreman 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 nine dollars (\$9.00) for the cost of supper.

**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 shall grant up to five (5) days leave with pay at the time of death of a spouse, mother, father or child of the employee. The First Selectman shall grant up to three (3) days leave with pay to bargaining unit 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 or 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 as 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

Two (2) Union officers 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 bargaining unit employees. Odd numbered meetings shall take place at times when the officers are not scheduled to work and even numbered meetings shall take place during the regularly scheduled work hours of the officers.

**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 Uniformed Services Employment Reemployment Rights Act (USERRA).

Section 5

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

Section 6

Time spent 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 employee 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.

**ARTICLE 19**  
**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 20**

### **Tuition Reimbursement**

The Town shall maintain a program of tuition reimbursement for employees who participate in job-related education programs outside of working hours. This tuition reimbursement program shall include the following:

1. Any employee who is interested in seeking tuition reimbursement shall make application at least thirty (30) days prior to the start of course to the First Selectman. Such application shall contain a statement from the employee as to the potential benefit of the course to the Town.

2. The First Selectman shall inform the employee prior to the start of the course whether reimbursement will be approved.

3. The Town shall reimburse the employee for fifty percent (50%) of the tuition charges upon satisfactory completion of the course with a grade of C or better.

4. An employee shall only be eligible for reimbursement for one course per semester.

5. The Town shall fund the tuition reimbursement program to a maximum of one thousand dollars (\$1,000.00) in each year of this Agreement, expiring June 30, 20018. The Town reserves the right to limit the number of tuition reimbursement applications approved based on the one thousand dollar (\$1,000.00) allocation in each contract year. There shall be no carryover of unused funds from one year to the next.

## **ARTICLE 21**

### **Leave of Absence**

An employee may request, in writing, a leave of absence without pay for good cause. The Board of Selectmen in their discretion may grant such leave when in their sole judgement, such leave will not adversely affect the operation of the Town of Middlefield. The granting of such a leave of absence shall not be unreasonably denied. Seniority or other fringe benefits shall not accumulate during such leave. Any employee on leave of absence without pay may elect to continue his or her health insurance at his or her own expense.



**ARTICLE 22****Wages**Section 1

Salary grades and assignments of classifications to salary grades shall be as follows:

Grade 1	Emergency Services Secretary – Part Time Custodian – Part Time Fire Department Laborer – Part Time
Grade 2	Assistant Town Clerk - Part Time Senior Center Coordinator/Municipal Agent – Part Time Office Assistant – Part Time
Grade 3	Administrative Assistant, - Full Time - subject to Article 3, Section1(i)
Grade 4	Assessor – Part Time Highway Foreman – Full Time
Grade 5	Building Official – Part Time Code Enforcement Officer – Part Time
Grade 6	Sanitarian – Full Time

Section 2

Effective July 1, 2015, the salary schedule shall be increased by \$0.53 to the following rates:

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1	15.65	15.96	16.28	16.60	16.93
2	19.42	19.75	20.17	20.53	20.95
3	24.07	24.50	25.00	25.49	25.97
4	29.41	29.99	30.56	31.13	31.79
5	35.77	36.46	37.19	37.93	38.67
6	39.18	39.95	40.74	41.54	42.37

Effective January 1, 2016 each employee who has completed at least six (6) months of service with the Town and is not at the maximum step of his/her salary grade shall advance one step on the salary schedule.

Section 3

Effective July 1, 2016, the salary schedule shall be increased by \$0.53 to the following rates:

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1	16.18	16.49	16.81	17.13	17.46
2	19.95	20.28	20.70	21.06	21.48
3	24.60	25.03	25.53	26.02	26.50
4	29.94	30.52	31.09	31.66	32.32
5	36.30	36.99	37.72	38.46	39.20
6	39.71	40.48	41.27	42.07	42.90

Effective January 1, 2017 each employee who has completed at least six (6) months of service with the Town and is not at the maximum step of his/her salary grade shall advance one step on the salary schedule.

Section 4

Effective July 1, 2017, the salary schedule shall be increased by \$0.53 to the following rates:

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1	16.71	17.02	17.34	17.66	17.99
2	20.48	20.81	21.23	21.59	22.01
3	25.13	25.56	26.06	26.55	27.03
4	30.47	31.05	31.62	32.19	32.85
5	36.83	37.52	38.25	38.99	39.73
6	40.24	41.01	41.80	42.60	43.43

Effective January 1, 2018 each employee who has completed at least six (6) months of service with the Town and is not at the maximum step of his/her salary grade shall advance one step on the salary schedule.

Section 5

All Local 818 employees will be paid via Direct Deposit. Any employee not participating in a direct deposit arrangement for 100% (one hundred per cent) of their paycheck will incur a surcharge of five dollars (\$5) per paycheck.

**ARTICLE 23****Insurance**Section 1

For full-time employees hired prior to July 1st, 2012, the Anthem Century Preferred Plan shall be the health insurance plan with a co-pay of \$10.00 Doctor Office Visit and prescription plan for \$10.00 generic and \$20.00 for listed formulary brand name and \$30.00 for non-formulary drugs.

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.

For full-time employees hired on or after July 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 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 provided, however, that any substitute plan will offer substantially equivalent benefits and privileges provided by the plans in effect on the whole and as specified in this Agreement and provided further that it is not the Town's intent to substitute a plan or plans which restrict the employee's right to choose his or her provider of medical services.

The Town shall have the specific right to provide coverage under the Municipal Employees Health Insurance Plan under the terms of this Agreement.

Section 3

The Town shall pay for a life insurance policy for each full-time member of the bargaining unit in the amount of twenty thousand dollars (\$20,000.00).

Section 4

Any full-time employee choosing to waive all coverage, in the Town of Middlefield Medical Insurance Plan, shall receive a sum equaling fifty percent (50%) of the net Town of Middlefield cost of said Plan for the coverage they were enrolled in. Once an employee waives such 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, semi-annually, or annually).

Section 5

Effective with the execution of this agreement, the Town shall permit any full-time employee, who retires under the provisions of the MERF Plan, the option of purchasing the Health Insurance in effect for current employees at the group rates then prevailing, terminating at age 65 (sixty-five).

**ARTICLE 24**

**Duration**

Section 1

This Agreement shall be effective upon signing except for terms expressly showing an effective date, and shall remain in full force and effect through June 30, 2018. This Agreement shall remain in full force and be effective during the period of negotiations for 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 14<sup>th</sup> DAY OF January, 2015/16

TOWN OF MIDDLEFIELD

LOCAL 818 OF COUNCIL 4  
AFSCME, AFL-CIO

Edward P. Bailey  
First Selectman Edward P. Bailey

Francis Pae  
President

Joseph Feruch  
Financial Director

Kelley Martinez  
Staff Representative

1-14-16  
Date

1-14-16  
Date