

AGREEMENT
between
THE TOWN OF MIDDLEFIELD
and
LOCAL 1303-283, COUNCIL 4, AFSCME, AFL-CIO

JULY 1, 2024 – JUNE 30, 2027

TABLE OF CONTENTS

	PAGE
PREAMBLE	1
ARTICLE 1 RECOGNITION	1
ARTICLE 2 UNION SECURITY	1
ARTICLE 3 MANAGEMENT RIGHTS	2
ARTICLE 4 SENIORITY	4
ARTICLE 5 HOURS OF WORK	4
ARTICLE 6 VACATIONS	7
ARTICLE 7 PERSONAL LEAVE DAYS	8
ARTICLE 8 SICK LEAVE	9
ARTICLE 9 HOLIDAYS	11
ARTICLE 10 DISCIPLINARY ACTION	12
ARTICLE 11 GRIEVANCE PROCEDURE	12
ARTICLE 12 NO STRIKE	14
ARTICLE 13 UNIFORM ALLOWANCE AND HEALTH AND SAFETY	14
ARTICLE 14 MEAL ALLOWANCE	15
ARTICLE 15 PENSION	16
ARTICLE 16 FUNERAL LEAVE	16
ARTICLE 17 UNION BUSINESS LEAVE	16
ARTICLE 18 MILITARY LEAVE	17
ARTICLE 19 WAGES	17
ARTICLE 20 INSURANCE	19
ARTICLE 21 SAVINGS CLAUSE	21
ARTICLE 22 COVERAGE	21
ARTICLE 23 DURATION	21

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.

The Town agrees to deduct Union membership dues once each month from the pay of an employee upon receipt from the Union of an authorization for such deductions, which is signed by the employee. The deductions of dues shall continue until the Union informs the Town that the employee is no longer a member of the Union. 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 2.

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 3.

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.

Section 4

All new hires who are represented by the bargaining unit, shall be released from work at a mutually agreeable date and time, as approved by the Foreman, for one (1) hour without loss of pay, within fifteen (15) days of their start date, to attend a Union orientation. Management shall not be present during the Union orientation.

Section 5

Every 120 days the Employer will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by the bargaining unit: last name, first name, middle initial, hire date, dues paid, job title, and home address.

Each quarter the Employer shall furnish to the Union a report showing all personnel transactions adding to or deleting employees to all departments represented by the bargaining unit.

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 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 may be delegated in whole or part by the Board of Selectmen or the First Selectman. 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 and actually worked in that capacity for a period of six (6) months. 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 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 forty-five (45) minute lunch break each day, thirty (30) minutes of which shall be unpaid and fifteen (15) minutes of which shall be paid, 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 45 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. 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 (including vacation, sick, and personal time) in excess of 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 and double time for all work performed on a holiday, but there shall be no pyramiding of premium pay for time over forty (40) hours in one week. A minimum of two (2) employees (or 1 employee and foreman) shall be called in during emergency conditions as determined by the Town for the safety of the employee(s). This requirement does not imply that two employees are required on each truck.

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 into 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 applicable overtime rate.

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 or benefits to respond to fires and/or other emergencies.

Section 9.

An employee engaged in extended work periods due to an extended work event shall be entitled to a minimum three (3) hour rest period without loss of overtime pay or benefits after working sixteen (16) consecutive hours, except when the 16th hour coincides with release upon completion of his/her normal work shift (3:30PM). However, if the employee is called back within three (3) hours of the end of the normal work shift, the employee shall be viewed as not having been released and shall be paid accordingly. The rest period must be taken at the Community Center.

Generally, some of the employees, not to exceed two (2) employees, shall begin the rest period during the 16th hour unless conditions dictate otherwise. All rest periods shall be requested from, and approved by, the Public Works Foreman. No employee shall be required to work more than twenty-one (21) consecutive hours without beginning the rest period.

The rest period shall generally not be scheduled during the peak traffic hours of 4:00AM to 9:00AM and 4:00PM to 7:00PM. Conditions permitting, the Public Works Foreman may, whenever possible, schedule employee rest periods during the hours between 10:00PM and 4:00AM to ensure maximum benefit of the rest period to the employees.

If during the extended work periods due to an extended work event an employee becomes fatigued to an extent that it might impede his or her ability to safely operate the assigned equipment, he/she may request to be relieved from duty. In such case, the Public Works Foreman shall arrange for the release of the fatigued employee as quickly as possible.

Section 10.

When, due to an actual or anticipated, possibly severe, weather event or other emergency, an employee has been called in and has worked more than six (6) consecutive hours immediately prior to his or her regular starting time (i.e. the employee started working on or before 1AM) and the storm or other emergency, in the opinion of the Public Works Foreman, has curtailed or ended and requires no additional public works employee involvement, the Public Works Foreman may, at his or her discretion, relieve the public works employees any time after 11:00AM and the employees will be paid at the straight-time rate to the end of the regularly scheduled work day.

If, however, following dismissal, the weather event or other emergency resumes and the employee is called back to work before the end of the regularly scheduled shift (3:30PM), the employee will not receive the minimum callback pay as described in Section 5.7 or receive additional pay for the hours worked until the end of his or her regular workday (3:30PM).

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 respond to vacation requests within five (5) business days and may limit the number of employees that may be on vacation simultaneously in the best interest of the operating requirement of the Town.

When the First Selectman is unavailable, the First Selectman may delegate the responsibility to respond to vacation requests to another individual. The denial of requested vacation days shall not be unnecessarily restrictive,

Section 4.

Employees must use their accrued vacation time within one (1) year of the date of accrual except, employees may carryover one (1) week 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 voluntarily leaves service with the Town and has provided the Town with at least two (2) weeks' notice, pro-rata accumulated vacation pay from July 1st 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 one day per month, which shall be credited on July 1 but earned monthly. Upon separation sick leave will be adjusted to reflect the full number of months the employee worked in the fiscal year. Employees in their probationary period will be credited one day of sick leave at the beginning of each month. At the end of their probationary period, employees shall be credited with the remainder of their pro rata sick leave. For example, if an employee is hired on January 1 and their probationary period lasts until March 31, the employee shall be credited with one sick day on January 1, one sick day on February 1, one sick day on March 1, and on April 1 shall be credited with the remaining three (3) sick days.

Section 2.

- a. Unused sick time may be accumulated, from fiscal year to fiscal year, to a total of 90 working days. 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, disease, physical incapacity, or injury or illness, disease, physical incapacity, or injury to an immediate family member requiring the presence of the employee.
- b. Enforced quarantine in accordance with community health regulations.
- c. Immediate family member is defined for the purpose of this section to be the parent, step-parent, sibling, spouse, or child related by blood, marriage or adoption to the employee, or legal dependent.

Section 5.

Upon an employee's voluntary resignation, layoff, or retirement, the employee or his/her estate 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
20 years or more	100%
15 years but less than 20 years	75%
10 years but less than 15 years	50%
1 year but less than 10 years	25%

In the event of a layoff, such sick leave accrual shall be paid after a period of one year from the date of layoff if the employee was not recalled.

Upon death, the employee's estate shall be paid 100% of the employee's accumulated sick leave.

Section 6.

The Union and Town agree that notice of sick leave absences shall be individually based to allow for notification by the means and methods most logical for each individual employee and the Town. As such, employees must report sick leave absence, the reason therefore and the anticipated duration by the means and methods agreed upon by each individual employee, the employee's supervisor, and the First Selectman, prior to or at the start of his/her regular work hours. Such agreement shall be documented and signed by each individual employee, the employee's supervisor, and the First Selectman and kept on file and shared with the Union. If the employee's absence goes beyond the anticipated duration, the employee must again report such absence as indicated above.

ARTICLE 9

Holidays

Section 1.

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	President's Day
Veteran's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Additionally, each full time Highway Crew member shall be entitled to three (3) discretionary “floating” holidays. The employee must provide two (2) weeks notice to the Public Works Foreman of the use of the “floating” holiday. No approval is required for the use of a “floating” holiday provided the employee provides two (2) weeks notice as required. If an employee provides less than two (2) weeks notice, the “floating” holiday must be approved.

If an employee is called into work on a day that the individual employee chooses to use as a “floating” holiday, that employee, in addition to regular holiday pay, 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.

However, an employee who is working on that day and did *not* take the day as a “floating” holiday shall not be entitled to double time.

If a new State holiday is declared, the parties will meet to discuss holidays further.

Any holiday which falls on a Saturday will be celebrated on Friday and any holiday which falls on a Sunday will be celebrated on Monday.

This section is effective January 1, 2025. From the period of January 1, 2025 through June 30, 2025, employee will have one (1) “floating” holiday. For the period of July 1, 2025 to June 30, 2026 and each subsequent fiscal year, this section will be effective as written.

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 a 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. An employee has the right to have a union member and/or Union representative present at each step of the grievance process if the employee so chooses. 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. It is the responsibility of the employee to provide notice to the Union of the initiation of the grievance process. The Town will provide notices of grievance meetings and copies of any grievance decisions rendered as part of the grievance process to the Union.

Section 3.

Step 1

The employee or the Union shall present the grievance to the employee's immediate supervisor in writing within ten (10) working days after the employee or the Union learned of the occurrence, whichever occurs first. The supervisor will respond to the grievance within ten (10) working days.

STEP 2 If the grievance is not resolved at Step 1, the grievant (meaning the party who filed the grievance to initiate Step 1, i.e. if the Union filed the grievance to initiate Step 1 the Union is the grievant and if an employee files the grievance to initiate Step 1 the employee is the grievant) or the employee's Union representative may submit the grievance in writing to the First Selectman within ten (10) working days of the immediate supervisor's response. Within ten (10) working days of receipt of the grievance, the First Selectman will render a written decision to the grievant. The grievance shall be deemed denied if the First Selectman does not respond within ten (10) working days.

STEP 3 If the grievance is not resolved to the Union's satisfaction at Step 2, the Union may submit the grievance to arbitration by The Connecticut State Board of Mediation and Arbitration within fifteen (15) working 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 decision of the arbitrator shall be final and binding unless otherwise appealed to Superior Court.

The cost of filing the 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 fiscal year each bargaining unit member shall receive a uniform reimbursement of up to four hundred dollars (\$400.00) for work appropriate clothing approved by the Finance Department upon presentation with itemized receipts to the Finance Department.

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 \$300 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 Town shall make available to each bargaining unit member protective chaps and a helmet for use when operating a chainsaw. 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 or other inoculations required by Federal and/or State requirements applicable to the Town. Such vaccinations shall be provided by a licensed health care provider. The Town shall pay for the cost of such inoculations upon submission of documentation that the requisite vaccinations have been received.

Section 5.

The Town, the Public Works Foreman, and the Union shall meet at least twice per year during the workday to discuss issues affecting the highway crew's health and safety. Attendance will be required for all highway crew employees, except those on approved leave. Additionally, one (1) bargaining unit member shall have the opportunity to serve on the Town's Occupation and Safety Committee.

Section 6.

Employees who hold a CDL license shall be reimbursed for all out of pocket expenses associated with any medical examination required to maintain their license. The Town will also pay for the CDL license renewal for all employees who hold a CDL license.

Section 7

Employees shall be reimbursed for up to two hundred (\$200.00) for prescription safety glasses upon presentation of itemized receipts to the Finance Department.

Section 8

Employees who are requested or required by the Town to attend training shall attend such training at no cost to the employee, with costs of attendance paid by the Town. Should an employee attend training during their working hours, the employee shall be paid his/her normal wage rate.

ARTICLE 14

Meal Allowance

Section 1.

If an employee is ordered to report at least one hour before his regularly scheduled starting time, the Town shall reimburse up to \$15.00 for the cost of breakfast upon presentation of a receipt to the Finance Department.

Section 2.

If an employee is ordered to work from the end of his regularly scheduled shift to later than 6:00 p.m. the Town shall reimburse up to \$20.00 for the cost of supper upon presentation of a receipt to the Finance Department.

Section 3.

The Town agrees to make payments for the meal allowance provided in Article 14 directly to the restaurant providing the meal or to allow employees to pay for meals and seek reimbursement from the Town.

ARTICLE 15 Pension

The Town shall continue participation in the Municipal Employees Retirement System for all full time bargaining unit employees. Employees are required to make the contributions required by the Plan and/or the State.

ARTICLE 16 Funeral Leave

Full-time employees shall receive five (5) days bereavement leave with pay upon the death of a spouse, domestic partner child, step-child, parent or step-parent of the employee, and up to three (3) days leave with pay 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 bereavement leave is to provide the employee time to grieve, plan for, and attend services or burial.

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 services of a family member provided for 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.

Military leave shall be provided in accordance with State and Federal law.

Any vacancies resulting from employee entering the armed forces shall be filled on a temporary basis for duration of military leave.

Section 2.

Military leave shall be granted to permanent employees who volunteer or who are 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.

ARTICLE 19 **Wages**

Section 1.

Prior to the general wage increase, there shall be a base wage adjustment as follows:

STEP	1	2	3	4	5
Highway Maintainer I	\$20.57	\$21.08			
Highway Maintainer 2	\$27.33	\$27.97	\$28.66	\$29.34	\$30.06
Highway Maintainer/Mechanic	\$31.09	\$32.49	\$33.94		
Highway Lead Maintainer	\$31.09	\$32.49	\$33.94		

Effective and retroactive to July 1, 2024, all rates on the wage schedule will increase by 2.75% to the following rates:

STEP	1	2	3	4	5
Highway Maintainer I	\$21.14	\$21.66			
Highway Maintainer 2	\$28.08	\$28.74	\$29.45	\$30.15	\$30.89
Highway Maintainer/Mechanic	\$31.94	\$33.38	\$34.87		
Highway Lead Maintainer	\$31.94	\$33.38	\$34.87		

Effective and retroactive to July 1, 2024 each employee who has completed his/her probationary period and who is not at the highest step in his/her classification will advance one step.

Section 2.

Effective July 1, 2025 all rates on the wage schedule will increase by 3.50% to the following rates:

STEP	1	2	3	4	5
Highway Maintainer I	\$21.88	\$22.42			
Highway Maintainer 2	\$29.06	\$29.75	\$30.48	\$31.20	\$31.97
Highway Maintainer/Mechanic	\$33.06	\$34.55	\$36.09		
Highway Lead Maintainer	\$33.06	\$34.55	\$36.09		

Effective July 1, 2025 each employee who has completed his/her probationary period and who is not at the highest step in his/her classification will advance one step.

Section 3.

Effective July 1, 2026 all rates on the wage schedule will increase by 3.50% to the following rates:

STEP	1	2	3	4	5
Highway Maintainer I	\$22.64	\$23.20			
Highway Maintainer 2	\$30.08	\$30.79	\$31.55	\$32.29	\$33.09
Highway Maintainer/Mechanic	\$34.22	\$35.76	\$37.35		
Highway Lead Maintainer	\$34.22	\$35.76	\$37.35		

Effective July 1, 2026 each employee who has completed his/her probationary period and who is not at the highest step in his/her classification will advance one step.

Section 4.

All Local 1303-283 employees shall be paid via Direct Deposit for 100% of their paycheck.

Section 5.

All payroll periods shall be based upon a bi-weekly schedule.

Section 6.

The Town shall reserve the right to change the current time and attendance system to a digitally based system. If the Town exercises its right to change the current time and attendance system, the Town and Union will work together to reach an agreement on a practical means and method for tracking time and attendance that shall meet the needs of the Town.

ARTICLE 20
Insurance

Section 1.

All employees, shall have the sole option of electing to enroll in the State Partnership Plan for medical insurance coverage.

Effective and retroactive to July 1, 2024 each full-time employee shall contribute thirteen percent (13%) of the cost of the above health insurance coverage by payroll deduction.

Effective July 1st, 2025 each full-time employee shall contribute thirteen percent (13%) of the cost of the above health insurance coverage by payroll deduction.

Effective July 1st, 2026 each full-time employee shall contribute thirteen and one half percent (13.5%) of the cost of the above health insurance coverage by payroll deduction.

All full time employees shall contribute one hundred (100%) of the cost of the dental and/or vision insurance riders offered to bargaining unit employees by payroll deduction.

All such payroll deductions described above shall be made pursuant to the Town's Section 125 Plan.

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 as a 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/her provider of medical services.

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.

Any employee choosing to waive 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 single coverage rate. Once an employee waives coverage they cannot opt back into the Insurance Plan until the next enrollment period unless the terms of the Insurance Plan allow the employee to opt back into the Insurance Plan. Payments to the employee will be in the first paycheck following July 1, September 1, January 1, and March 1.

Section 5.

The Town shall make available extended health coverage for the bargaining unit members who retire from the Town with 30 years of eligible service and 62 years of age. Such premium costs shall be for the employee and his/her family paid 100% by the employee for a period of earlier of three (3) years after retirement from the Town or the date the employee becomes eligible to receive Medicare.

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 and retroactive to date of July 1, 2024 and employee payroll deductions for health insurance costs which shall have an effective date of July 1, 2024 and shall remain in full force and effect for a period of three years ending June 30, 2027. This Agreement shall remain in full force and be effective during the period of negotiations for a successor Agreement.

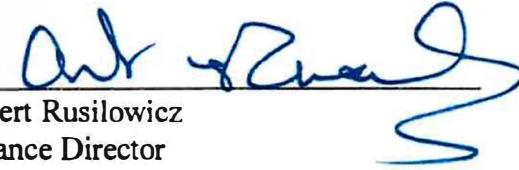
Section 2.

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 23 DAY OF December, 2024.

TOWN OF MIDDLEFIELD

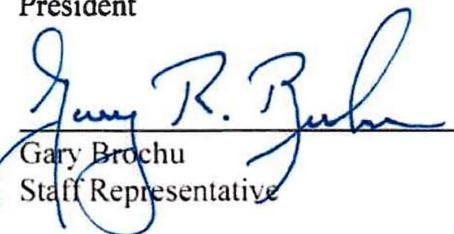

Robert Yamartino
First Selectman


Albert Rusilowicz
Finance Director

12/23/2024
Date

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


Michael Olszewski
President


Gary Brochu
Staff Representative

12/30/24
Date