

**CONTRACT BETWEEN**  
**TOWN OF MIDDLEBURY, CONNECTICUT**  
**AND**  
**CSEA LOCAL 2001, SEIU**  
**(TOWN CLERICAL EMPLOYEES)**

**DECEMBER 1, 2017 TO JUNE 30, 2021**

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**ARTICLE I**  
**RECOGNITION**

**SECTION I:**

In conformance with the decision and certification of the Connecticut State Board of Labor Relations in Case No. ME-4177, decision issued October 18, 1977, the Town of Middlebury, hereinafter referred to as the "Town" or the "Employer", hereby recognizes CSEA Local 2001, SEIU, hereinafter referred to as the "Union" as the sole and exclusive bargaining agent for all permanent full-time employees and all permanent part-time employees working 20 hours or more, for the purpose of collective bargaining with respect to wages, hours and other conditions of employment.

The parties agree that the positions of Selectman's Secretary and Secretary to the Chief of Police are confidential positions and not bargaining unit positions.

When the Selectman's Secretary or Secretary to the Chief of Police must be absent from duty for any reason, bargaining unit personnel shall be required to perform those portions of the duties of those positions which are consistent with general clerical duties and will not be required to perform duties of a supervisory or confidential nature.

**SECTION II:**

The following definitions are applicable to this Agreement:

A. The phrase "permanent full-time employees" means those employees who are regularly scheduled to work 35 or more hours per week.

B. The phrase "permanent part-time employees" means those employees who are regularly scheduled to work between 20 and 35 hours per week.

**ARTICLE II**  
**UNION SECURITY**

**SECTION I:**

Each employee who, on the effective date of this Agreement, is a member of the Union, shall, as a condition of employment, maintain his/her membership in the Union. Each employee hired on or after the date of execution of this Agreement shall, as a condition of employment, become a member of the Union within thirty (30) days after the hiring date or the effective date of this Agreement, whichever is later, and maintain his/her membership in the Union. Any employee who fails to comply with this requirement shall be discharged by the Town within thirty (30) days after receipt of written notice to the Selectmen from the Union that this provision has not been complied with by the affected employee. This Union agrees to defend and hold the Town harmless as a result of any action the Town is required to take as a result of any written notice given it by the Union as per the provisions of the preceding sentence, provided the Town has notified the employee prior to such employee's employment by the Town and has obtained from such employee an acknowledgment, in writing, that the employee is subject to such condition of employment.

**SECTION II:**

Employer will deduct from the wages of all employees who are Union members and who have presented a signed checkoff card to the Employer, regular monthly dues and initiation fees of the Union and agrees to remit to said Union all such deductions. All deductions shall be made from the first (1st) pay each month. The Union agrees that it will save the Employer harmless from any damages incurred by reason of carrying out the provisions of this Agreement.

**ARTICLE III**  
**SICK LEAVE**

**SECTION I:**

1-1/4 days per month sick leave cumulative to a maximum of one hundred fifty (150) days shall be granted to the employee with full pay, for each day of absence, for sickness, provided they have accrued cumulative sick days credited to them.

**SECTION II:**

Sick leave for part-time employees covered by this Agreement shall be based on a prorated system.

**SECTION III:**

A doctor's certificate will be necessary for five (5) consecutive work days of absence if requested by his/her immediate supervisor.

**SECTION IV:**

For absence from work because of illness or injury (which illness or injury is not compensable under the Connecticut Worker's Compensation Act) or absence from work for medical or dental treatment which cannot be scheduled during the employee's non-working hours, sick leave shall be granted without loss in the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 1 hereof.

**SECTION V:**

Any injury or physical disability which arises out of, and in the course of, an employee's employment with the Town shall be compensated for in accordance with the Worker's Compensation laws of the State of Connecticut.

**SECTION VI:**

Upon retirement from employment with the Town, or upon voluntary termination after an employee's rights have vested under the pension plan, an employee shall receive payment for thirty percent (30%) of all unused sick leave accumulated up to a maximum of thirty percent (30%) of one hundred fifty (150) days.

**SECTION VII:**

In the event a member of the bargaining unit becomes ill and is required to be absent from work for an extended period of time, and in the course of said illness exhausts all accumulated sick time, other bargaining unit members may lend to said ill employee a total of fifteen (15) sick days in any one contract year. The loaning of sick time in accordance with this provision shall be subject to approval by the First Selectman.

Sick Leave Bank. Sick leave days donated to the sick leave bank will be capped at one hundred (100) days. Each eligible employee may request use up to the maximum of one hundred (100) days if supported by an appropriate medical certificate. If more than one employee requests sick leave bank usage, the number of days contained in the sick leave bank will be distributed on an equal basis until the sick leave bank is exhausted.

Employees may contribute sick leave days to the bank at the rate of two (2) days per year until the maximum one hundred (100) days is accumulated. Thereafter, each employee may only contribute one day of sick leave to the bank per year to replace any day(s) used which cause the maximum number of days to decrease to less than one hundred (100) days.

Employee donation of sick leave will be on a strictly voluntary basis. However, any employee not contributing to the sick leave bank will be excluded from participation.

**SECTION VIII:**

The Town may realign all sick time to the fiscal year.

**ARTICLE IV**  
**PERSONAL LEAVE DAYS**

**SECTION I:**

Permanent full-time employees shall be granted three (3) personal days as time off with pay within any given contract year, subject to the demands of service as determined by the employee's supervisor, provided the employee is an employee (as defined in this Agreement) on the date of the requested personal days and further provided that the employee has satisfactorily completed his/her probationary period as a new employee. A personal day may not be carried over to the following contract year, and except in an emergency situation, a request for a personal day shall be made by the employee to his/her supervisor at least one (1) week prior to the requested date for personal leave, in writing. As used herein, the phrase "contract year" shall mean a one year (12 month) period of

time commencing on the date of execution (signing) of this Agreement, or on an annual anniversary date thereof, and continuing for a period of twelve (12) months from said date.

**SECTION II:**

The Town may realign all personal to the fiscal year.

**ARTICLE V**  
**HOLIDAYS**

**SECTION I:**

The following days are hereby designated as holidays, and they shall be paid for, at the employee's normal rate of pay for one work day, under the following conditions when not worked:

1. New Year's Day
2. Washington's Birthday
3. Lincoln's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Martin Luther King Day
13. Christmas Day

**SECTION I (a):**

To qualify for the above (Section I) holiday pay, the employee must be in pay status for the last scheduled working day prior to, and the first scheduled working day subsequent to, the holiday.

**SECTION I (b):**

Any employee who is scheduled to work on any of the holidays enumerated in Section I hereof, and does so work, shall receive his/her full holiday pay, prescribed by Section I hereof, plus premium pay amounting to two (2) times his/her regular hourly rate of pay for the number of hours he works on the holiday.

**SECTION II:**

If a holiday occurs during any employee's paid sick leave, he/she shall receive full holiday pay, prescribed by Section 1 hereof, for that day, but the day shall not be charged against his/her sick leave allowance.

**ARTICLE VI**  
**VACATIONS**

**SECTION I:**

For the purposes of the Article, the phrases "vacation time off" or "vacation" shall refer to annual leave with pay; which annual leave shall be paid for at the employee's normal rate of pay for one work day for each day of such leave.

**SECTION II:**

Each employee shall receive vacations with pay in accordance with the following vacation schedule:

- |                     |                             |
|---------------------|-----------------------------|
| 1 year of service   | 2 weeks vacation            |
| 5 years of service  | 3 weeks vacation            |
| 10 years of service | 3 weeks and 1 day vacation  |
| 11 years of service | 3 weeks and 2 days vacation |
| 12 years of service | 3 weeks and 3 days vacation |

13 years of service	3 weeks and 4 days vacation
14 years of service	4 weeks vacation
15 years of service	4 weeks and 1 day vacation
16 years of service	4 weeks and 2 day vacation
17 years of service	4 weeks and 3 days vacation
18 years of service	4 weeks and 4 days vacation
19 years of service	5 weeks vacation
20 years of service	5 weeks and 1 day vacation
21 years of service	5 weeks and 2 day vacation
22 years of service	5 weeks and 3 days vacation

**SECTION III:**

Vacations shall be granted in accordance with the employee's seniority.

**SECTION IV:**

Vacation must be requested by March 15th of each year. These requests will be made directly to the immediate supervisor. He/she shall grant the request in accordance with the employee's seniority. Any employee who has not selected vacation by that date shall be precluded from exercising seniority rights for vacation periods previously selected by junior employees.

**SECTION V:**

A permanent part-time employee shall be granted vacation time off in accordance with the Section II formula, and his/her vacation pay will be based upon his/her normal week's pay for a normally scheduled work week.

**SECTION VI:**

An employee is encouraged to take their vacation time off in blocks of five (5) consecutive days except that any annual vacation may be taken in increments of one (1) to four (4) working days with the approval of the employees immediate supervisor.

**SECTION VII:**

An employee shall have the option for lump sum payment of accrued vacation upon termination for any reason.

**SECTION VIII:**

Three (3) weeks (fifteen days) of vacation may be carried over to the following year with written permission of an employee's supervisor.

**SECTION IX:**

The Town may realign all vacation to the fiscal year.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

**SECTION I:**

A grievance shall be defined as a dispute between the Town and the Union or an employee and the Town involving an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement, or alleged discrimination, or unhealthy and/or unsafe working conditions. The Union has appointed a steward to have charge of grievances and also to discuss with the employer disputes or matters of mutual interest which may arise between the Town and the Union. It is hereby agreed that the First Selectman or his representative will confer with such steward from time to time, as grievances or disputes or matters of mutual interest may arise, and an earnest effort shall be made to settle such disputes in the following manner:

**SECTION II:**

Any employee shall have the right to give notice of any grievance to his Steward, after obtaining permission from his supervisor, provided that the grievance has not previously been resolved after discussion between the supervisor and the alleged aggrieved employee. After obtaining permission from his supervisor, the

Steward may investigate or attend the grievance. The permission of the supervisor shall not unreasonably be withheld provided there is no interference with the normal operation of the work which is scheduled to be performed by the Steward.

**SECTION III:**

No grievance shall be processed to any step of the grievance procedure unless the grievance shall first be filed in writing with the appropriate person in the appropriate step of the grievance proceeding within fifteen (15) working days of the occurrence of the event which gave rise to the grievance or within fifteen (15) working days of the time when the grievant knew or should have known of the occurrence of said event.

**SECTION IV:**

Any grievance, as defined herein, shall be processed as follows:

**STEP 1** - Between the Union business representatives and the First Selectman or his representative. The grievance shall be reduced in writing, in triplicate, and shall set forth the date, time, place, and nature of the grievance and the Article(s) and/or Section(s) of this Agreement, which is alleged to have been violated. The written decision of the Town shall be given within one week (7 days) after all the facts have been presented at a meeting between the Union business, all representatives and the First Selectman (or his representative), and the decision shall be final unless appealed by the Union or the Town to the next step within one week (7 days) of the date of the said written decision.

**STEP 2** - In the event the grievance consists of an alleged violation or misapplication or misinterpretation of a specific provision of this Agreement, then either the Union or the Town may submit the matter to the Connecticut State Board of Mediation & Arbitration to provide arbitration service. The request for Mediation & Arbitration, in writing, with copies to the other party by Certified Mail, Return Receipt Requested, within the said one week (7 days) period subsequent to the written decision in Step 1 hereof. The Union and the Town agree and understand that it is the policy of the State Board of Mediation & Arbitration to utilize mediation service prior to the submission of a grievance to the State Board of Arbitration for arbitration service. (The Union and the Town agree with this policy and agree to cooperate with the State Mediator.)

The decision of the Arbitrator, or of the Arbitration panel, in Step 2 hereof, shall be final and binding on both parties, subject to appeal to the Superior Court, as per the provisions of the Connecticut Arbitration Statute. The fees of the Arbitrator, or the Arbitration Panel, if any, shall be borne equally by the parties.

The authority of the Arbitrator, or the Arbitration Panel, shall be limited to the interpretation and application of the provisions of this Agreement. Said Arbitrator, or Arbitration Panel, shall have no authority to add to, or subtract from the terms and provisions of this Agreement.

**SECTION V:**

The Town may terminate from employment any probationary employee who is determined by the Town to not have satisfactorily completed said probationary period, and said employee will not have access to the grievance and arbitration procedure for purposes of contesting said termination.

**SECTION VI:**

All records pertaining to the employee's work history shall remain in his/her file as required by law. Any employee receiving non-serious discipline (reprimand or suspension of less than three (3) days) may petition his/her Department head (First Selectman or Chief of Police) after one year from the imposition of said discipline for removal of a record of said discipline from his/her personnel file. If during that year there has been no other disciplinary action taken against said employee, the Department head shall remove said disciplinary record.

**ARTICLE VIII**  
**NO STRIKE - NO LOCKOUT**

During the life of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the Town's operations by any employee or employees or by the Union, nor shall there be any lockout by the Town in any part of the Town's operation covered by this Agreement.

**ARTICLE IX**  
**INSURANCE AND HEALTH WELFARE**

**SECTION I:**

The Town agrees to continue, at no cost to the employee, term life insurance coverage in an amount equal to one and one-half (1.5) times the annual income earned by said employee.

**SECTION II:**

The Town agrees to provide health insurance coverage for each employee and his/her dependents, which coverage shall be "substantially equivalent" to the coverage currently in effect, through the Anthem Lumenos HSA Plan.

Effective July 1, 2018, active employees shall pay 5% of the Deductible for the health insurance coverage.

Effective July 1, 2019, active employees shall pay 10% of the Deductible for the health insurance coverage.

Effective July 1, 2020, active employees shall pay 20% of the Deductible for the health insurance coverage.

Effective July 1, 2018, active employees shall pay thirteen percent (13%) of the total cost of health benefits (medical, dental, optical) for the employee and his / her dependents. The co-share of premium amount will remain at thirteen percent (13%) for the life of the contract..

Any employee may elect, during any open enrollment period, to "buy-up" to obtain coverage under the Anthem Century Preferred Plan, and shall pay (in addition to percentage co-shares of premiums specified above) the full (100%) cost difference to the Town for the Anthem Century Preferred Plan (i.e. 100% of the difference between the premium paid by the Town for the Anthem Century Preferred Plan for that particular employee and the premium paid by the Town for the Anthem Lumenos Plan for that employee).

Any employee who chooses not to subscribe to the Health benefits as set forth above shall be paid a stipend in the sum of \$2050.00 per annum, pro rated for the period of time such benefits are not received. Any such employee opting to be reinstated to health insurance coverage shall reimburse the Town on a pro-rata basis for any period of time for which that employee was paid the stipend.

**SECTION III:**

Any questions concerning the interpretation and the related matters of insurance, including Connecticut Anthem Insurance policies, will be determined by the master policy issued by the appropriate insurance carrier, including Anthem Insurance Company.

**SECTION IV:**

Any employee who retires prior to his / her 65th birthday may continue health insurance coverage for the employee and his / her spouse with the Town's Group Insurance Carrier at the sole expense of the retired employee, who shall pay monthly premiums to the Fiscal Office of the Town of Middlebury. Said employee shall be entitled to continue said coverage until the age of 65. Any retired employee and his / her spouse, who is enrolled with the Town's Group Insurance Carrier may, upon reaching the age of 65, enroll for Medicare Supplement Insurance Coverage at the sole expense of the retired employee and shall make monthly payments as set forth herein.

**SECTION V:**

The Town agrees to provide an insurance policy providing non-occupational sickness and accident insurance paying weekly payments in the amount of two-thirds (2/3) of the employee's weekly pay with a maximum of eight-hundred (\$800.00) dollars for a maximum period of fifty-two (52) weeks benefits commencing with the fifteenth (15<sup>th</sup>) day of absence



**SECTION VI:**

Effective July 1, 2018, the Town will purchase for all active employees, the Sun Insurance Long Term Disability coverage (or substantially equivalent coverage) for the life of the contract.

**ARTICLE X**  
**PENSIONS**

**SECTION I:**

The Town agrees to amend the existing pension coverage for all employees in the bargaining unit under the "Town of Middlebury Retirement Plan" as follows:

To provide a pre-retirement death coverage providing that if a married employee dies after becoming eligible for early retirement (age 55 with 10 years of service), his or her spouse would become eligible to receive a survivor benefit equal to one-half of the benefit which the employee could have received if he or she had retired just prior to death and elected a joint and 50% survivor annuity.

To reduce the normal retirement age from age 65 with ten years of service to age 60 with ten years of service.

Effective December 1, 2017, each Bargaining unit member shall contribute 4.1% of gross payroll to the pension fund, by payroll deduction.

**SECTION II:**

Defined Contribution Pension Plan: Those employees hired on or after July 1, 2012 shall become members of the Middlebury Defined Contribution Plan as developed by the Middlebury Retirement Plan Committee, as approved at a Town Meeting on August 25, 2011.

**ARTICLE XI**  
**HOURS OF WORK**

**SECTION I:**

The established work week for Secretaries and Clerks shall be five (5) days, Monday - Friday consisting of seven (7) hours a day for a total of thirty-five (35) hours a week.

Effective January 1, 2015, those employees working in the Town Hall will have a work day from 8:00 a.m. to 4:00 p.m., subject to approval of this change by the Supervisor's Bargaining Unit.

**ARTICLE XII**  
**UNION OFFICERS**

**SECTION I:**

The Town recognizes the right of the Union to designate a chapter President from the Town's seniority list for this bargaining unit. The authority of the President, so designated by the Union, shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances to the designated representative of the Selectman, in accordance with the provision of this Agreement.
2. The collection of dues when authorized by appropriate Union action.
3. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such message and information
  - a. Have been reduced to writing, or

b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Town's business.

A President shall have no authority to take strike action or any other action interrupting the Town's business. The Town recognizes these limitations upon the authority of the President and shall not hold the Union liable for any unauthorized acts. The Town, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the President has taken strike action, slowdown, or work stoppage in violation of this Agreement.

**SECTION II:**

The President shall be permitted reasonable time off to investigate, present and process grievances on the Town's property without loss of time or pay during his/her regular working hours, if necessary, provided there is no interruption of the Town's operation. Any time spent handling grievances during the President's regular working hours, if it is necessary to process and/or handle the grievances, shall be considered working hours in computing the compensation to which the Steward will be entitled for the work week.

**ARTICLE XIII**  
**FUNERAL LEAVE**

**SECTION I:**

In each instance encountered, an employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of death in the employee's immediate family, provided:

- a. There is notification to his supervisor;
- b. The "immediate family" shall be defined to mean father, mother, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, stepchild of employee, grandfather, grandmother, brother-in-law, sister-in-law, aunt, uncle, nieces, nephews, and grandchildren;
- c. The purpose of time off with pay is to attend the funeral ceremony or cremation services.

**SECTION II:**

Compensation of absence for funeral leave for each day for which compensation is authorized shall be paid at the employee's regular hourly rate for not more than eight (8) hours pay for each day of authorized funeral leave.

**SECTION III:**

Payment for funeral leave shall not exceed the following number of days:

- a. Niece and nephew: one (1) calendar day.
- b. Spouse: five (5) calendar days.
- c. All others: not to exceed three (3) calendar days or the day beyond the date of the funeral, (whichever occurs first), except that for father, mother, child, stepchild and grandchild, the employee may take an addition two (2) days, chargeable to sick time, and without medical certification, if emotional or psychological distress prevents that employee from working.

**SECTION IV:**

An employee shall not be compensated for absence, for claimed funeral leave, on days when the employee is not scheduled to work because of vacation or because the employee's work schedule for that work week did not require him/her to work on one or more of the days between date of death and the date of the burial (or in the event of the death of a spouse, for the aforesaid five [5] calendar day period).

**SECTION V:**

It is agreed that the Town may require the employee to furnish verification of the date of death, date of funeral, and the relationship of the deceased.

**ARTICLE XIV**  
**PROBATIONARY EMPLOYEES**

The parties agree that anything in the Article XXIV (Management Rights Article) to the contrary notwithstanding, newly hired secretarial and clerical employees (that is, employees hired subsequent to the date of execution of this Agreement) must serve a probationary training period (for purposes of evaluation of their performance by the Selectman as employees who are covered by this Bargaining Unit) of six (6) months. Newly hired dispatchers shall serve a probationary period of twelve (12) months. A probationary employee may be terminated by the Town for any reason whatsoever during the probationary period and shall not have access to the grievance and arbitration procedure for purposes of contesting said termination.

**ARTICLE XV**  
**POSITIONS, CLASSIFICATIONS AND WAGES**

**SECTION I:**

As heretofore indicated in previous sections and articles of this Agreement, the bargaining unit covered by this Agreement consists of the positions of Police Department Records Administrator and Town Hall Clerical personnel. In the event that permanent full time (that is, more than 20 hours a week) clerical help is hired in the Police Department, the precise salary schedule will be subject to negotiation after the Board of Selectmen has prescribed the job specifications and job requirements. This provision shall have application only in the event that new clerical help is hired in the Police Department whose duties and job description are substantially different from the present duties and job description performed by the Police Secretary.

**SECTION II:**

The parties agree that all new employees hired for bargaining unit positions shall serve a probationary period as defined in Article XIV and be paid at the rate of one (\$1.00) dollar per hour below the Step 1 rate set forth in the attached salary schedule.

**SECTION III:**

All employees hired subsequent to the execution of this Agreement who have satisfactorily completed the probation period shall advance to Step I of the Salary Schedule. Each employee who has served one (1) year in Step I shall advance to Step II on the anniversary date of the completion of their probation.

**SECTION IV:**

The parties further agree that those positions up-graded to Clerk II shall be required to train and achieve a level of competence which enables them to perform data entry and other required activity related to computerization of the functions which they perform.

**SECTION V:**

Those employees filling in as clerk for Board and Commissions shall receive a minimum of four (4) hours straight time for each meeting attended and shall receive time and one-half for all hours over four (4) on an hour for hour basis.

**SECTION VI:**

The First Selectman may request an employee to work in a higher classification. Once the employee has worked in a higher classification for longer than a period of five (5) consecutive working days, the employee and / or the union representative may request the First Selectman to make an adjustment in salary for the out-of-class work which shall commence at time agreed upon by the parties.

In the event of extended absence or other extenuating circumstances, the First Selectman may authorize a salary adjustment in his or her discretion and shall communicate said adjustment in writing to the employee and the union representative.

**If an employee successfully completes a non-accredited course of study, that is related to his or her current position and has been approved in advance by his or her supervisor for tuition reimbursement, all necessary tuition and book costs for said approved course shall be reimbursed. This section shall not apply to undergraduate or graduate level courses at any college or university.**

**ARTICLE XVI**  
**LAYOFF AND RECALL**

**SECTION I:**

For the purpose of this Article there shall be three (3) classifications of employees:

- a. Police Records Administrator,
- b. Classification II (Clerk II),
- c. Classification III (Clerk I),

**SECTION II:**

In the event of the elimination of the bargaining unit position the employee, within the aforementioned classifications where the position is being eliminated, with the least seniority, shall be laid off first.

**SECTION III:**

No new employees shall be hired within said classification within one (1) year from the date of layoff until all laid off employees within said classification, who desire to return to work have been recalled.

**ARTICLE XVII**  
**TRANSFER AND POSTING**

**SECTION I:**

Whenever an opportunity for transfer occurs during the fiscal year in any existing job classification or as a result of the establishment of a new job classification a notice of such openings shall be posted on the bulletin boards at Town Hall and the Police Department, and a copy sent directly to the Association's President stating the job and location of the assignment.

Such posting shall be for a period of not less than five (5) working days. During this period, employees who wish to apply for the transfer, or new position, may do so by notifying the First Selectman's office.

**ARTICLE XVIII**  
**SENIORITY**

**SECTION I:**

The Town shall prepare a list of full-time employees showing their seniority in length of service with the Town and deliver same to the Union on or before December 1st of each year. upon completion of their probationary period, new employees shall be added to the this list.

New employees shall serve a probationary period as defined in Article XIV and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. All employees who have

completed their probationary period shall be full-time employees and shall acquire length of service records as of date of their employment. Probationary employees may be evaluated once each month by their department head or their designee.

**ARTICLE XIX**  
**SUSPENSIONS, DISMISSALS AND REPRIMANDS**

**SECTION I:**

An employee may not be suspended, dismissed or reprimanded without just cause.

**SECTION II:**

All written reprimands, suspensions and dismissals are subject to the grievance procedure.

**ARTICLE XX**  
**LONGEVITY**

**SECTION I:**

Employees shall receive longevity payments in a lump sum which shall be payable on December 1st of each year after the employee has completed five (5) years of service and in the following amounts:

<b><u>YEARS OF SERVICE</u></b>	<b><u>AMOUNT</u></b>
5 years	\$300.00
10 years	\$350.00
15 years	\$400.00
20 years	\$450.00

**ARTICLE XXI**  
**LEAVES WITHOUT PAY**

**SECTION I:**

Leaves of absence without pay may be granted by the First Selectmen for a limited, definite period of six (6) months for the following reasons:

- a. For health reasons, upon advice of a physician
- b. For other personal reasons subject to the review of and recommendation of the First Selectman.

**SECTION II:**

Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires, automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the First Selectman.

**SECTION III:**

During such leave of absence, the employee shall have the option to continue all group insurance at group rates at the employee's own expense.

**SECTION IV:**

Persons hired to fill vacancies left by a person on a leave of absence shall be hired as temporary employees not subject to this Agreement.

**SECTION V:**

Seniority shall continue during a leave of absence.

**SECTION VI:**

The employee shall reenter at the salary rate which he/she would have been entitled to at the start of the leave.

**SECTION VII:**

A request for medical leave shall be accompanied by a physician's report and recommendation.

**ARTICLE XXII**  
**UNION ACTIVITIES**

**SECTION I:**

Union officials may attend meetings for the purpose of negotiations during working hours without loss of pay. An additional total of two (2) days per year shall be granted to the "Bargaining Unit" with pay, for the purpose of attending a convention or steward training.

**ARTICLE XXIII**  
**SAVINGS CLAUSE**

**SECTION I:**

If any section, sentence, clause or phase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby.

**ARTICLE XXIV**  
**MANAGEMENT RIGHTS**

**SECTION I:**

The Town and the Union agree that the Town retains all rights it had prior to the signing of this Agreements, except as such rights, whether exercised or not, have been specifically relinquished or abridged in, or by this Agreement. Therefore, except as specifically stated otherwise in this Agreement, the Town retains the right to select, increase, including the hiring, promotion, demotion, transfer, and in addition, the Town continues to have the right to manage, direct, and select the employees who will perform police secretarial duties covered by this bargaining unit; and the Town retains operation, job specifications, job requirements, and worker efficiency and to determine the schedule of operation.

**SECTION II:**

In regard to the occupant of the Police Records Administrator position, the Police Chief shall have the power to discipline, including suspension periods not to exceed ten (10) working days; the Board of Police Commissioners shall have the power to discharge, for cause, subsequent to the mailing to the affected employee of a written statement of the reasons therefore and affording an opportunity for a hearing thereon.

**SECTION III:**

It is the right of the Town to implement a system of performance evaluation for bargaining unit employees and the Town agrees to meet with the Union and accept suggestions prior to implementation of such a procedure.

**ARTICLE XXV**  
**PAST PRACTICE CLAUSE**

**SECTION I:**

The Town Agrees to continue all the existing benefits and privileges presently enjoyed by the employees covered by this Agreement, in the event the benefits and privileges are not contrary to any provision of this Agreement. In the event of a dispute between the Town and the Union as to whether any claimed benefits and/or privileges are an existing benefit or privilege as of the date of execution of this Agreement, then the burden shall be upon the Union to prove the prior existence, as of the date of execution of this Agreement, of the claimed benefit and/or privilege.

**ARTICLE XXVI**  
**DURATION**

**SECTION I:**

This Agreement shall be effective as of the date of execution hereof by the Selectman and by the President of the Union, unless a different effective date is prescribed in this Agreement, for any section or article in this

Agreement, and shall remain in effect until June 30, 2021. This Agreement shall be automatically renewed for successive twelve (12) month period, (or any subsequent June 30, date in the event of renewal as per the terms hereof) that it desires to negotiate changes in the Agreement. Upon receipt of such notification, the parties shall arrange mutually convenient meetings for the purpose of consummating a new Agreement.

**ARTICLE XXVII**  
**SALARY INCREASES**

**SECTION I:**

All employees covered by this Agreement shall receive a two and one-half (2.5%) percent increase in wages effective December 1, 2017, a two and one-quarter (2.25%) percent increase in wages effective July 1, 2019, and a two and one-quarter (2.25%) percent increase in wages effective July 1, 2020.

**SECTION II:**

Effective July 1, 2012, the Town may implement, for employees, a bi-weekly payroll schedule instead of a weekly schedule, and payroll shall be by direct deposit into the employee's bank account(s), as set up through the payroll department. Employees shall complete any paperwork necessary to make such changes.

**DURATION AND SIGNATURE BLOCK**

The provisions of this Agreement shall be effective on December 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2021.

**FOR THE MIDDLEBURY CLERICAL  
EMPLOYEES**

**FOR THE TOWN OF MIDDLEBURY**

\_\_\_\_\_  
Patricia Traver  
President

\_\_\_\_\_  
Edward B. St. John  
First Selectman

**FOR CSEA LOCAL 2001, SEIU**

**ATTORNEY/CHIEF NEGOTIATOR**

\_\_\_\_\_  
Stephen R. Ferrucci, III  
Staff Representative

\_\_\_\_\_  
Robert W. Smith  
Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

CLERICAL WAGE SCHEDULE December 1, 2017 to June 30, 2021

		2.50%	2.25%	2.25%
	12/1/16	12/1/17	7/1/19	7/1/20
Assessor Clerk	\$23.45	\$24.04	\$24.58	\$25.13
Tax Clerk	\$23.45	\$24.04	\$24.58	\$25.13
Building Clerk	\$23.45	\$24.04	\$24.58	\$25.13
Park & Rec Clerk	\$23.45	\$24.04	\$24.58	\$25.13
Police Records Clerk	\$23.45	\$24.04	\$24.58	\$25.13
Finance Assistant	\$30.95	\$31.72	\$32.43	\$33.16