

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE TOWN OF MARLBOROUGH**  
**AND**  
**LOCAL 818 OF COUNCIL 4 AFSCME, AFL-CIO**  
**EFFECTIVE JULY 1, 2011 THROUGH**  
**JUNE 30, 2014.**

**(EXECUTION DOCUMENT)**

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**ARTICLE 1**  
**PREAMBLE**

**Section 1.1**

This Agreement is made and entered into between the Town of Marlborough, hereinafter referred to as the "Employer" and/or "Town" and Local 818 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1**

The Town hereby recognizes the Union as the sole and exclusive representative for collective bargaining with respect to wages, hours, and other conditions of employment for all employees in the bargaining unit, working twenty-five (25) hours or more, in the following job classifications:

Assessor  
Public Works Supervisor  
Director of Parks & Recreation  
Director of Human/Social Services  
Assistant Treasurer

**ARTICLE 3**  
**NON-DISCRIMINATION**

**Section 3.1**

The Town and the Union agree not to discriminate against or harass any individual with respect to hiring, termination, compensation, or other terms or conditions of employment because of such individuals' race, color, religion, sex, national origin, veteran status, physical or mental disability, marital status, age or sexual orientation, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individuals' race, color, religion, sex, national origin, veteran status, physical or mental disability, marital status, age or sexual orientation in accordance with applicable federal and/or State laws. Nothing herein shall prevent the Town from considering any of the foregoing characteristics if such characteristic constitutes a bona fide occupational qualification.

**ARTICLE 4**  
**UNION SECURITY AND CHECK OFF**

**Section 4.1**

Each bargaining unit employee who is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each eligible employee who is hired after the effective date of this Agreement shall become a member of the Union or pay an agency service fee as a condition of employment.

**Section 4.2**

Upon receipt of individual written authorization from each employee, the Town agrees to deduct an amount equal to Union membership dues or service fee by means of payroll deductions.

The monthly remittance of dues or service fees shall be remitted to the financial officer of the Union accompanied by a list of names of employees from whose wages dues or service fee deductions have been made.

**Section 4.3**

The Union agrees to indemnify and hold the Town and its agents harmless from any claims, demands, suits or judgments, including attorney's fees, which may arise because of the implementation of this Article.

**ARTICLE 5**  
**UNION RIGHTS**

**Section 5.1**

The Town shall provide space for a Union bulletin board for the posting of official notices pertaining to Union business. The Union shall be responsible for seeing that posted matters involve only Union affairs, are business-like, and contain no material disparaging the Town or any official or employee of any Town or citizens served by the Town.

## **Section 5.2**

The Town recognizes the right of the Union to elect a President and an Alternate. The Union agrees to inform the Town immediately of any changes in the President or Alternate.

The President shall serve as the representative of the Union on the job. The employee may attend to Union activities such as adjusting grievances during work hours as reasonably necessary, as long as his absence from the job for such limited periods does not unreasonably interfere with the business of the Town and as long as the employee notifies his/her supervisor in advance of such activities and the time frame for completing them.

The President will have the authority to resolve day-to-day issues with the Town, consistent with the Agreement.

The alternate may engage in the above activities only when the President is unavailable. The President shall have top ranking seniority within his or her job title, for the purpose of lay-off only (during the term of the employee's office) irrespective of actual length of service.

## **Section 5.3**

Employees may request time off for Union activities (such as organizing and attending Union workshops) with 72 hours' minimum prior notice whenever reasonably possible. Such time off shall be permitted by the Town if the time off does not unreasonably interfere with the business needs of the Town. An aggregate maximum of five (5) days may be taken off by all bargaining unit employees combined in any given year pursuant to this Section. If the Union is not paying the employee's wages for the day and the employee wishes to be paid for-time off-pursuant-to -this-section, such time off may be taken only if the employee has remaining accrued but unused vacation or personal or compensatory time from which the time off shall be deducted. The Town may require written verification for time off for Union activities pursuant to this section.

## **Section 5.4**

The Union may hold meetings with bargaining unit members in an appropriate Town facility whenever necessary, providing such meetings occur before or after the participating employees' scheduled working hours, or during participating employees' break time, and do not otherwise interfere with the Town's business. The Union shall give the First Selectman's office reasonable notice of such meetings.

## **Section 5.5**

In order to provide a means for facilitating communications between the parties and for promoting a climate of constructive labor-management relations, a labor-management committee shall be established which shall consist of the First Selectman or his/her designee and one (1) employee designated by the bargaining unit.

A meeting will be held as mutually agreed to by the parties at a time and place to be determined by the committee.

The designated bargaining unit representative shall be compensated for his attendance at committee meetings at his or her regular hourly rate.

## **ARTICLE 6** **MANAGEMENT RIGHTS**

### **Section 6.1**

Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it; and it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Town and direction of the working force.

## **ARTICLE 7** **CHANGE IN JOBS**

### **Section 7.1**

If the Town makes substantial changes in an existing job or creates a new job with different skills and responsibilities from those set forth in the contract, e.g., where the needs of the Town or the use of new equipment or operations causes a significant change in the job that lasts for more than 3 months, then the rate of pay for the new job shall be temporarily set by the Town until the parties can negotiate a rate. The rate shall bear a proper relationship to the rate of pay of other jobs covered by this Agreement. If the parties cannot agree to a rate, the parties will submit the issue of setting the rate to arbitration. This Section shall apply to reductions as well as to increases in job duties and responsibilities.



**ARTICLE 8**  
**CLASSIFICATION OF EMPLOYEES**

**Section 8.1**

Full-time employees are those employees whose schedule consists of at least 36 hours per week.

Part-time employees are those employees whose schedule consists of at least 25 and fewer than 36 hours per week.

Part-time employees shall be eligible for and receive paid vacation and sick time on a pro-rata basis, as set forth in Articles 15 and 16.

**ARTICLE 9**  
**HOURS OF WORK**

**Section 9.1 - Town Hall**

The scheduled hours of work for bargaining unit employees are attached at Appendix A. With respect to those employees who are exempt from state and federal minimum wage and overtime laws (hereinafter referred to as "exempt" employees), the schedules are minimum guidelines. It is within the Town's discretion to change work hours at any time for any legitimate purpose consistent with the business needs of the Town.

**Section 9.2 - Town Hall**

Full-time employees who are not exempt from state and federal minimum wage and overtime laws (hereinafter referred to as "non-exempt" employees) shall receive up to a one (1) hour lunch unpaid break, taken between noon and 2:00 P. M. Mon. through Thurs., and those non-exempt employees who work until 7 :00 p.m. on Tuesday shall also receive a one-half (1/2) hour unpaid dinner break on Tuesdays, taken between 4:30 p.m. and 5:30 p.m. unless a different break schedule is set forth in Appendix A, or agreed to by the Union/employee and the Town. Part-time non-exempt employees shall receive a thirty (30) minute unpaid break for every 7 1/2 consecutive hours worked.

### **Section 9.3 - Town Hall**

Full-time non-exempt employees shall be entitled to two fifteen (15) minute paid breaks, one during the morning and one during the afternoon, subject to the needs of the Town.

### **Section 9.4 - Town Hall**

The breaks set forth in Sections 9.2 and 9.3 above may not be taken back-to-back, may not be taken immediately before or immediately after the employee's lunch or dinner break, and may not be taken at the commencement or end of the day.

### **Section 9.5 - Public Works**

The regular work week for Public Works Department shall consist of forty (40) hours between 12:01 a.m. Sunday and midnight Saturday for all full-time employees who are members of the Union. The schedule of hours of work for bargaining unit employees is attached at Appendix B. It is within the discretion of the Town to change work hours at any time for any employees for any legitimate purpose consistent with the business needs of the Town.

### **Section 9.6 - Break Periods (Public Works)**

Non-exempt Public Works employees shall be given up to a 45-minute lunch break as close to 12:00 noon as practicable, and one 15-minute break in the morning as close to 9:00 a.m. as practicable.

Non-exempt Public Works employees will be paid for the 15-minute morning rest break. They will not be paid for 30 minutes of the up to 45-minute lunch break. The time limitations for lunch and break periods set forth in this section include travel time and time required to pack up and secure any and all equipment at the work site if the employee leaves the work site. Employees are expected to adhere strictly to the time limitations for lunch and break periods and should use good judgment in determining whether they should bring a bag lunch to work and take their break at the work site rather than traveling to another location.

**Section 9.8 - Snow Hours (Public Works)**

Adjusted snow hours will extend from December 1 to April 1. During that period, the First Selectman may modify the standard work schedule and any employee's starting time by as much as 2 hours earlier or later than normal during a potential snowstorm or emergency. When possible, the Town shall provide one day's advance notice of such change, but in no case shall notice of an adjusted work schedule under this Section be given later than normal quitting time on the day prior to the day when adjusted snow hours will be in effect.

The First Selectman may elect to call in all-employees or only some employees for adjusted work hours on a given work day, depending on business needs.

**Section 9.9 - Call In Pay (Public Works)**

When a non-exempt (Public Works) employee is called in to work outside of his/her regular work hours, he/she will be paid from the time he/she reports to work. If the employee's work time following call-in is non-contiguous with his/her regularly scheduled work day, he/she will receive a minimum of one (1) hour of pay. If the employee's work time following a call-in is contiguous with the employee's regularly scheduled work day, he/she will receive pay for the actual additional time worked with no minimum guarantee.

**ARTICLE 10**  
**OVERTIME**

**Section 10.1**

The Town shall have the right to require overtime work in a manner most advantageous to the Town. Every effort shall be made to keep overtime at a minimum, consistent with the demands of public service. Overtime assignments shall be allocated among full-time employees on a fair and reasonable basis to the fullest degree practicable.

**Section 10.2 — Overtime Compensation**

Hourly employees who are not exempt from the minimum wage and overtime requirements of state and federal law shall be compensated at the overtime rate of time and one-half their normal hourly rate for hours worked in excess of forty hours per week, whichever is greater. However, the Town shall pay employees double time for any work on Sundays

or observed (as opposed to actual) holidays. Unless Saturday is an employee's regularly scheduled work day, any work performed on Saturdays shall be paid at the time and one-half rate.

## **ARTICLE 11** **COMPENSATORY TIME**

### **Section 11.1**

Full-time employees shall be allowed to accrue up to forty (40) hours of compensatory time in any given year in lieu of receiving overtime pay. Compensatory time will be allowed, at the election of the employee, at a rate of one and one-half hours of compensatory time or double time as appropriate, for each hour worked in excess of 40 hours per week. Employees must elect annually, on July 1st, whether they wish to receive compensatory time or be paid overtime pay for the following fiscal year. The Town will provide a written form to each employee for purposes of making this designation. Employees may use compensatory time for additional time off within the fiscal year it is accrued. Where an employee does not use time designated as compensatory time by the end of the fiscal year in which it is accrued, the Town shall pay the employee for such time during the first pay period of the next fiscal year. Should an employee fail to make a designation an employee will be paid overtime.

### **Section 11.2**

As in the case of any overtime work, no employee shall work extra hours for compensatory time without the prior authorization of the employee's supervisor. When the employee wants to use compensatory time as additional time off, the employee must seek approval from the employee's supervisor before scheduling the time off. The same procedures applicable to taking vacation time apply to taking compensatory time off.

## **ARTICLE 12** **PAYROLL PERIOD**

### **Section 12.1**

The work week shall run from Sunday at 12:01 a.m., through midnight the next Saturday. The payroll period shall run from Sunday at 12:01 a.m. through midnight Saturday of the second week. Employees will be paid on a biweekly basis. When the regular payday occurs on a holiday or any day celebrated as such, the Town shall pay the employees on the regular workday immediately preceding or immediately following the holiday.

## **Section 12.2**

For purposes of earning or accruing paid time off, a “day” shall be calculated in accordance with the employee’s normal work schedule, as follows: One “day” shall be equivalent to the total number of hours comprising the employee’s work schedule in a normal work week, divided by five (5). This daily accrual shall be multiplied by the applicable earned benefit, and the total rounded to the nearest half hour.

## **ARTICLE 13** **PROBATIONARY PERIOD**

### **Section 13.1**

No employee shall attain regular status or seniority rights under this Agreement until he/she has been employed continuously by the Town for a period of six (6) months. During such period, he/she will be on probation and may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever or no reason, and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall date back to his/her original hire date. The probationary period for an employee may be extended by mutual agreement between the Town and the Union, which agreement shall not be unreasonably withheld.

## **ARTICLE 14** **HOLIDAYS**

### **Section 14.1**

The following are the official holidays for all employees:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving  
Friday Following Thanksgiving  
Christmas

One-half (1/2) day on Christmas Eve, when it falls on Monday through Thursday.

One-half (1/2) day on New Year's Eve, when it falls on Monday through Thursday.

There shall be one (1) floating holiday, which may be divided into two (2) one-half (1/2) days, the date(s) of which shall be determined by the Board of Selectmen each year.

#### **Section 14.2 - Holiday Falling on Weekends**

In all cases, when a holiday falls on a Saturday, the holiday will be observed on Friday. When a holiday falls on a Sunday, the holiday will be observed on Monday.

#### **Section 14.3 - Day Off Preceding/Following a Holiday**

If an employee takes a day off preceding or following a holiday, unless scheduled as a vacation, personal day, or approved sick day, he will not get paid for the holiday. The Town may require medical certification for illness the day before, or the day after a holiday, in order to qualify for holiday pay.

#### **Section 14.4 - Holiday While on Sick Leave/Vacation**

When a holiday occurs during an employee's regular vacation, or paid sick leave, said holiday shall not be charged against the employee's earned vacation time or sick leave, but charged as a holiday.

#### **Section 14.5 - Holiday Pay**

Holiday pay shall be paid according to the hours an employee is normally scheduled to work on such holiday.

If any of the holidays set forth in Section 14.1 falls on a part-time employee's normally scheduled workday, he/she will be paid for the number of hours he/she was scheduled to work on that day. Part-time employees will not receive holiday pay for holidays which fall on days on which they were not normally scheduled to work.

**ARTICLE 15**  
**SICK LEAVE**

**Section 15.1**

Sick leave is only available for the following reasons: (i) to recover from a personal illness or injury that would interfere with the employee's ability to perform his/her work or would endanger the health or safety of other at the workplace, (ii) to receive treatment for a personal injury or illness when the treatment cannot be received during off-duty hours, and (iii) up to a maximum of forty hours per occurrence, to care for a member of the employees immediate family, which is defined as a parent, spouse, son or daughter, who requires personal attention. 'Parent' means a biological parent or an individual who stands or stood in the role of a parent to an employee.

**Section 15.2 - Reimbursement/Accumulated Sick Leave**

Each full-time regular employee shall receive after the first three (3) months of the probationary period, fifteen (15) sick days per year from the date of hire. Sick time shall be earned monthly. A "half-hourly" format shall be used to track sick time. Employees may use sick time in half-hour increments.

Each part-time regular employee shall receive after the first three (3) months of the probationary period, eleven (11) sick days per year from the date of hire. Sick time shall be earned monthly. A "half-hourly" format shall be used to track sick time. Employees may use sick time in half-hour increments.

- a. All unused sick leave of any full-time, regular employee during continuous employment may accumulate up to a maximum of 504 hours. Part-time employees may not accumulate sick time from year to year.
- b. No credit toward accumulated sick leave shall be granted for time worked in excess of the employee's normal workweek.
- c. Sick leave shall continue to accumulate for full-time regular employees during authorized leaves of absence with pay.
- d. On the first pay cycle of the new fiscal year, full-time employees shall be paid 100% of all unused sick time earned, not accrued, during the prior fiscal year above the allowable maximum of 63 days. On the first pay cycle of the new fiscal year, part-time employees shall be paid 50% of all unused sick time earned during the prior fiscal year. Such payments shall be at the rate of pay in effect at the time payment is made. In addition, in the event of a layoff, retirement, voluntary quit with two weeks' notice or

death, a regular full-time employee shall be entitled to 100% reimbursement of his/her unused accumulated sick leave; provided, however, that full time employees hired after the date of this Agreement shall be entitled to 60% reimbursement of unused accumulated sick leave. The maximum number of sick days that may be accrued shall remain at 63 for regular full-time employees.

- e. An employee may be required to produce verification from a treating physician to qualify for sick leave. Any employee out of work due to illness or injury for three (3) or more consecutive days must present to his/her supervisor a note from his/her doctor stating the nature of the illness or injury and the employee's fitness to return to work. In order for an absence due to sickness to be excused and counted as sick leave, the employee must notify the employee's immediate supervisor of his/her illness or injury within 30 minutes of the normal starting time for work, except where sufficiently limiting circumstances exist that prevent such notification.
- f. Employees will receive four (4) hours of vacation time for every three months, on a quarterly basis, that they use less than 8 hours of sick time.

The Town's fiscal quarters are as follows:

First Quarter:	July 1st — September 30th
Second Quarter:	October 1st — December 31st
Third Quarter:	January 1st — March 31st
Fourth Quarter:	April 1st — June 30th

- g. For purposes of administering sick time, when an employee takes one or more full days as sick time, he/she will be charged the number of hours that she/he was normally scheduled to work that day.
- h. An employee terminated for serious misconduct, as defined in Section 24.1, shall be disqualified from receiving payment for accrued unused sick leave.

**Section 15.3 - Family and Medical Leave**

The Town shall follow applicable provisions of the federal and state Family and Medical Leave Act. Any employee eligible to take FMLA leave shall be required to use any accrued paid leave before taking any unpaid medical leave. While an employee is on approved FMLA leave, the Town shall continue to pay its share of the employee's health care premiums as if the employee were working, providing that the employee shall continue to make his/her health care premium contribution, and further provided that if the employee chooses not to return to work following FMLA leave, the employee may be required to reimburse the Town for health care premiums paid by the Town during any period of FMLA



leave taken without compensation.

**ARTICLE 16**  
**VACATION LEAVE**

**Section 16.1**

*Full-time employees* are entitled to vacation benefits according to the following schedule: Employees shall be eligible for the vacation benefits set forth herein beginning on their first anniversary date following execution of this Agreement.

<u>Years</u>	<u>Days of Vacation</u>
Less than 1	0
Start of 2 <sup>nd</sup> through 5 years	10 days
Start of 6 <sup>th</sup> thorough 10 years	15 days
Start of 11 <sup>th</sup> through 15 years	20
Start of 16 <sup>th</sup> and over	21 days, and then one day per year up to 25 days

*Part-time employees* are entitled to vacation benefits according to the following schedule. Employees shall be eligible for the vacation benefits set forth herein beginning on their first anniversary date following execution of this Agreement.

<u>Years</u>	<u>Days of Vacation</u>
Less than 1	0
Start of 2 <sup>nd</sup> through 5 years	8 days
Start of 6 <sup>th</sup> thorough 10 years	11 days
Start of 11 <sup>th</sup> through 15 years	15 days
Start of 16 <sup>th</sup> year and over	16 days, and then 3/4 days per year up to 19 days

A "half-hourly" format shall be used to track vacation time. Employees may use vacation time in half-hour increments.

For purposes of administering vacation time, an employee will be charged for vacation time in accordance with the number of hours that he/she was normally scheduled to work that day.

## **Section 16.2 - Vacation Rules**

- a. Employees should attempt to use vacation time in the year earned. Its use must be requested by the employee and approved by the First Selectman or his designee. Pay will not be granted in lieu of vacation time.
- b. An employee may carry over, by permission of the First Selectman, a maximum of one-half (1/2) of the employee's earned vacation days from one year to the following year only.
- c. Choice of vacation dates by employees shall be granted whenever practicable without jeopardizing business needs of the Town, taking into consideration the work responsibilities of the employee, as determined by the First Selectman or his designee.
- d. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three days and the employee files a physician's certificate documenting the duration of the illness, with the First Selectman.
- e. Employees shall be paid at 100% of their earned vacation time, upon being laid-off, retiring or quitting with two (2) weeks' notice of termination, unless such termination is for serious misconduct including, but not limited to: carrying weapons, proven recklessness resulting in a serious accident, deliberately damaging Town equipment or property, deliberately falsifying Town records, or stealing Town funds or property. In the event of termination for serious misconduct, an employee shall not be eligible to receive payment for accrued unused vacation time.
- f. Vacation time will be tracked on a half-hourly basis.
- g. Any and all time off with pay, including vacation time, must be requested in advance with a "Time Off Request Form," which must be approved by the employee's supervisor. Vacation should be requested at least one week in advance of the date(s) requested.

## **ARTICLE 17 PERSONAL DAYS**

### **Section 17.1**

Full-time employees shall be entitled to four (4) days paid personal leave annually, after one year of service. Personal days shall be earned on the employee's anniversary date. A "half-hourly" format shall be used to track personal time. Employees are

required to give their supervisor at least 24 hours' notice prior to taking a personal day, except in an emergency. Personal time may be taken in half-hour increments. Personal days shall not accumulate from year to year, and employees will not be paid for accrued but unused personal days.

**ARTICLE 18**  
**JURY DUTY**

**Section 18.1**

Employees shall be granted a leave of absence, with pay, for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary which will, together with jury pay, equal his/her total salary for the same pay period.

**ARTICLE 19**  
**BEREAVEMENT LEAVE**

**Section 19.1 - Bereavement Leave Definition**

Full-time employees are entitled to three (3) days of paid leave (four (4) days if the employee elects to attend a funeral that is being held more than 250 miles from the employee's home) in the event of the death of any of the following:

Spouse	Father	Mother	Sister
Brother	Child	Grandchild	Step-Child

Step-Parent, or any other relative domiciled in the employee's household.

Full-time employees are entitled to two (2) days of paid leave (three (3) days if the employee elects to attend a funeral that is being held more than 250 miles from the employee's home) in the event of the death of any of the following:

*Grandparent	Son-in-law	Daughter-in-law	*Aunt
Mother-in-law	Father-in-law	Sister-in-law	*Uncle
Brother-in-law			

\*Including Grandparent, Aunt or Uncle of Spouse

In the event an employee is called upon to assume full responsibility for the funeral of any of those listed in this-section, the employee shall be granted up to a total of five (5) working days, with pay.

An employee requesting bereavement leave shall provide the First Selectman with satisfactory documentation of the employee's relationship with the decedent and the location of the funeral.

### **Section 19.2 - Funeral Occurring While on Authorized Leave**

Where the employee is authorized to take bereavement leave and said leave occurs when the employee is already on authorized leave, due to regularly scheduled days off or sick leave, the amount of funeral leave granted will include these days. When an employee is authorized to take bereavement leave and said leave occurs on an official holiday, or during his/her scheduled vacation leave, the bereavement leave granted shall be in addition to said holiday or vacation leave.

## **ARTICLE 20** **MILITARY LEAVE**

### **Section 20.1**

The Town shall follow applicable federal and state law in granting or denying military leave and in reinstating employees who have left employment to perform military service.

### **Section 20.2**

In addition, military leaves of absence will be granted to regular full-time and regular part-time employees to attend scheduled drills, training, or active duty with the U.S. armed services. Employees may use any available paid time off for the absence. If the period of service is more than 30 days but less than 80 days, the employee must apply for re-employment within 14 days of completing his or her service. If the period of service is more than 180 days, the employee must apply for re-employment within 90 days of completion of service.

## **ARTICLE 21** **VACANCIES**

### **Section 21.1**

Vacancy shall be defined as a position, other than those positions constituting appointed positions under the Connecticut General Statutes or the Marlborough Town Charter

(hereinafter “Appointed Positions”), which is open as a result of resignation, retirement, termination, discharge for just cause, or the creation of a new position within the bargaining-unit.<sup>1</sup>

### **Section 21.2**

Whenever a job vacancy occurs, a notice of such shall be posted and a copy of such notice shall be forwarded to the president of the local Union. Such notice shall be posted for a period of ten (10) working days.

### **Section 21.3**

Those employees wishing to apply for said vacancy shall apply to the Town within the ten (10) day posting period.

### **Section 21.4**

No new employee shall be hired on a permanent basis until the posting procedure has been followed. This Section expressly does not apply to appointed positions.

## **ARTICLE 22** **SENIORITY**

### **Section 22.1**

Seniority for employees shall mean an employee's length of continuous service with the Town.

### **Section 22.2**

If two (2) or more employees have the same seniority, the employee whose last name appears earlier on the Town's alphabetical listing of employees shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period, at which time the employee shall possess seniority as defined in this Section.

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<sup>1</sup> See attached Side Letter concerning Appointed Positions.

**ARTICLE 23**  
**LAYOFF AND RECALL**

**Section 23.1**

When the Town determines that layoffs or reductions in hours are necessary, they shall take effect in the inverse order of seniority in the job title affected in the following order:

- temporary and seasonal employees
- part-time probationary employees
- full-time probationary employees

By seniority of the remaining employees in the job title.

**Section 23.2**

Laid off employees, within a job title with the most seniority shall be rehired first, and no new employees shall be hired in the affected job title until all laid off employees in the affected job title have been given an opportunity to return to work. These recall provisions shall apply for no more than twelve (12) months from the date of layoff.

**Section 23.3**

It shall be the laid off individual's responsibility to notify the Town of his/her current address. An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond to a notice of an opening within ten (10) working days after receipt of such mailed notice shall be deemed to be a refusal to accept re-employment. Employees accepting recall or re-employment must return to work within thirty (30) calendar days from the date of receipt of the mailed notification. Failure to return to work within the thirty (30) day period shall be deemed a refusal to accept employment unless the employee has a satisfactory reason acceptable to the Town.

**ARTICLE 24**  
**DISCIPLINE**

**Section 24.1**

All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied. Any disciplinary action shall be applied for just cause. Employees may request the attendance of a Union representative at any disciplinary conference.

All suspension and discharges must be given in writing, with reasons stated, and a copy given to the employee and the Union at the time of the suspension or, discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warnings, suspension without pay and discharge. Progressive disciplines shall be applied when appropriate. Disciplinary action normally follows in this order:

- a. verbal warning
- b. written warning
- c. suspension without pay
- d. discharge.

Cases of serious misconduct, arrest or indictment for a crime may result in immediate suspension without pay subject to a subsequent hearing. All disciplinary action may be appealed through the established grievance procedure.

### **Section 24.2**

Each employee shall have the right to see and review his or her personnel file upon request by appointment. Employees may request that the Town correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

## **ARTICLE 25** **GRIEVANCE PROCEDURE**

### **Section 25.1 — Definitions**

- A. A grievance is a claim that a specific provision of this Agreement has been violated.
- B. A grievant is a member(s) of the bargaining unit or the Union.
- C. The term "day" shall mean calendar days.

## **Section 25.2 — Procedures**

- A. A grievant must file a grievance in writing within fourteen (14) days from the date he or she knew or should have known of the event or the condition giving rise to the grievance or otherwise the grievance shall be deemed to be waived.
- B. An employee with a grievance shall first discuss the matter with his/her immediate supervisor with or without the steward to resolve the grievance informally.
- C. In the event the grievance is not resolved at this informal meeting, it shall be reduced to writing and set forth as follows:
  - 1. A statement of the grievance;
  - 2. The remedy requested;
  - 3. Signature of the employee; and
  - 4. Date when the grievance is submitted.

Such grievance shall be processed in the following manner:

### **Step One**

The employee or the Union shall put the grievance in writing and submit to the employee's immediate supervisor or other individual designated by the Town within seven (7) working days from the discussion at the informal level or within fourteen (14) days from when the grievance arose, whichever is first.

The employee's immediate supervisor or other individual designated by the Town shall schedule a meeting with the employee and a Union representative within ten (10) days of receipt of the grievance. The supervisor or other designated person shall give his or her written response to the grievance within ten (10) days after the meeting. Failure of the grievant to attend a scheduled meeting with his/her supervisor, without good cause, shall terminate the grievance procedure and no further action shall be taken on the grievance.

### **Step Two**

In the event the employee or Union is not satisfied with the disposition of the grievance at Step One, the employee or the Union may appeal the grievance to the First Selectman or his/her designee within ten (10) days after receipt of the administrative designee's answer. The First Selectman or his/her designee shall meet with the employee and a Union representative, which may also include a Staff Representative, within fourteen (14) days of receipt of the grievance. The First Selectman will have his/her written response to the grievance within fourteen (14) days after the meeting.



### Step Three

In the event that the First Selectman's response is not satisfactory to the Union, the Union may submit the grievance to arbitration before the State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the State Board no later than thirty (30) days after receipt of the written response at Step Two.

### **Section 25.3**

The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement in any way. The decision of the arbitrator shall be final and binding subject to appeals in Superior Court.

### **Section 25.4**

Any time limit-specified within this Article may be extended by mutual agreement of the Union and the Town. Failure to process a grievance within the specified or agreed upon time limits shall constitute a waiver of the grievance which shall thereby be considered nongrievable and nonarbitrable.

### **Section 25.5 - Grievances/Arbitrations**

Any witness involved in any grievance or arbitration proceeding will be paid for time necessary only to give testimony during the proceeding.

## **ARTICLE 26** **WAGES**

### **Section 26.1**

The wages for all employees shall be set forth in Appendix B.

Effective July 1, 2011, each employee's salary as of June 30, 2011 shall be increased by two and three-quarters percent (2.75%)

Effective July 1, 2012, each employee's salary as of June 30, 2012 shall be increased by two and one-half percent (2.5%).

Effective July 1, 2013, each employee's salary as of June 30, 2013 shall be increased by two and one-half percent (2.5%).

New employees shall be hired in at eighty percent (80%) of the respective job rate. After the completion of six (6) months, the employee shall go to 90% of the respective job rate. After the completion of one (1) year, the employee shall go to the respective job rate. The Town reserves the right to waive this provision.

## **ARTICLE 27**

### **GROUP INSURANCE**

#### **Section 27.1**

The Town shall make the following coverage available to regular full time employees and their dependents, provided that each such employee shall contribute toward the insurance premium as set forth in this Article

- Anthem Blue Cross Century Preferred Plan or a comparable plan (for employees who elected said coverage prior to 7/1/02). Group #068871000.
- Anthem Blue Care Point of Service or a comparable plan (for current employees who elected said coverage prior to 7/1/02 and new employees). Group #068871000.

The following co-pays shall apply to the above plans:

Office Visit -- \$15

Inpatient Hospital - \$75

Emergency Room Visit - \$100

Outpatient Surgery -- \$150

For the fiscal years July 1, 2011 through June 30, 2014, full-time employees shall be responsible for paying the following percentages of their health insurance coverage:

Fiscal year July 1, 2011 through June 30, 2012 — thirteen percent (13%)

Fiscal year July 1, 2012 through June 30, 2013 thirteen percent and one half percent (13.5%)

Fiscal year July 1, 2013 through June 30, 2014 — fourteen percent (14%)

## **Section 27.2**

The Town shall provide and pay for full-time employees, and make available at cost for their dependents, Anthem Blue Cross Flex Dental Plan Insurance— Group #068871000 (or comparable plan).

For the fiscal year July 1, 2011 through June 30, 2012, full-time employees shall be responsible for paying thirteen percent (13%) of the premium;

For the fiscal year July 1, 2012 through June 30, 2013, full-time employees shall be responsible for paying thirteen and one half percent (13.5%) of the premium;

Beginning in fiscal year July 1, 2013 full-time employees shall be responsible for paying fourteen percent (14%) of the premium for the Anthem Blue Cross Dental Plan (or a comparable plan);

## **Section 27.3**

The Town shall provide and pay for the following for its full-time employees:

- Group Life Insurance with the AD&D Rider through Reliance Standard (or a comparable plan) in the amount of twenty thousand dollars (\$20,000.00). An employee may elect to increase the coverage at the employee's expense.
- Group LTD Insurance - Policy Number: LTD104567 (or a comparable plan).
- Participating employees shall contribute fifty percent (50%) toward the Group LTD Insurance coverage premium.

## **Section 27.4**

The Town shall keep in force the current Anthem blue Cross Century Preferred and/or the Blue Care Point of Service insurance plan, or a comparable plan, for the duration of this Agreement.

## **Section 27.5**

Any full-time employee may elect to waive group medical coverage and receive additional annual compensation in lieu of said coverage. The gross amount of annual compensation the full-time employee shall receive shall be for a single person \$750.00, for a couple \$1,000.00 and for family \$1,250.00. Employees must provide proof of medical coverage with another carrier. The additional annual compensation

shall be paid once a year, on July 1st of each calendar year, will be paid in arrears and will be prorated as appropriate for new employees, depending on date of hire. These payments shall continue until such time as the employee terminates employment, or until his/her election to receive additional compensation is revoked in accordance with the procedure set forth below.

An employee election to select or waive group medical coverage shall remain in effect for a minimum of two (2) years. Any employee eligible to make such election (other than an election made upon initial employment) shall make the election during the month of June by submitting the appropriate election form to the First Selectman. Such election shall become effective on July 1st. As specified in IRS Section 125, which regulates qualifying events, an employee may re-enter the Town's group medical coverage in accordance with applicable insurance company procedures and policies. In this event, the employee's compensation as set forth above shall be prorated accordingly.

An employee who elects to receive additional annual compensation in lieu of group medical coverage should be aware a subsequent election to take the insurance coverage may subject him/her and/or his/her dependents to certain requirements and/or restrictions which may include, but are not limited to: either declining to provide any coverage to the employee and/or his/her dependents; carrier declining to provide coverage for any pre-existing conditions; carrier requiring employee and/or dependents to undergo medical tests; etc.

## **ARTICLE 28** **RETIREMENT PLAN**

### **Section 28.1**

A contributory retirement plan is provided to employees of the Town. Effective July 1, 2011, the Town shall contribute 10% of the gross weekly wages of each employee into the plan, and shall match on a dollar for dollar basis the employee's contribution (if any) up to an amount representing an additional three and one-half percent (3.5%) of the employee's gross weekly wages. The employee may add contributions to the plan consistent with IRS Section 457b. Full-time employees are eligible for the Town contribution the month following one (1) year of employment. The employee may make tax deferred contributions to the plan following three (3) months of employment. Employees are encouraged to discuss this with the appropriate personnel in the Treasurer's Office.

**ARTICLE 29**  
**NO STRIKES — NO LOCKOUTS**

**Section 29.1**

Neither the Union nor any employee shall engage in a strike, sympathy strike, work stoppage, mass illness or similar forms of interference with the operation of the Town.

**Section 29.2**

The Union shall exert its best effort to prevent any violation of this Article.

**Section 29.3**

The Employer agrees that there shall be no lockout of employees during the life of this Agreement.

**ARTICLE 30**  
**FACILITIES AND TOOLS (Public Works)**

**Section 30.1**

Public Works employees will be allowed to use the highway garage facility and tools on-site only and exclusively for personal use, without any financial gain. All such personal use of the highway garage facility and tools must be scheduled and approved in advance by the First Selectman, and will only be permitted during off work hours and when it will not interfere with the Department's operations. All employees wishing to make personal use of the highway garage facility and tools will be required to sign an acknowledgment and waiver, relieving the Town of liability in the event of accident or injury in connection with such personal use. Permission to use the highway garage facility and tools for personal use shall be granted in the sole discretion of the Town, and neither the employees nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement for any disagreement in connection with the Town's decision to grant or deny requests for such personal use. Notwithstanding the foregoing, employees may use the garage during snowstorms to park their personal vehicles in order to

facilitate the clearing of the lot and to keep the flow of traffic moving.

**ARTICLE 31**  
**EQUIPMENT SHOWS (Public Works)**

**Section 31.1**

Public Works employees may be allowed to attend equipment shows that are offered in the area, with the approval of the First Selectman.

**ARTICLE 32**  
**SAFETY EQUIPMENT AND UNIFORMS (public Works)**

**Section 32.1**

Public Works employees are required to convey a neat appearance and will wear the approved uniform at all times when on work duty. The Town will provide to each employee eleven (11) shirts and pants, and two (2) jackets, to be replaced as needed. The approved uniform will also include OSHA-approved work boots, as described in the following paragraph. Employees may elect at the start of employment to wear jeans instead of the uniform pants. Jeans will be available from the uniform company, or employees may procure their own jeans, subject to approval of the style and condition by the First Selectman or his designee. Employees who choose to procure their own jeans will be responsible for purchasing and laundering the jeans, and will also be responsible for keeping the jeans clean and neat.

**Section 32.2**

In addition to the above, Public Works employees will be reimbursed up to \$150.00 annually to purchase OSHA-approved work boots for use at work.

Public Works employees who fail or refuse to wear the required uniform or any part thereof or refuse to use required personal protective equipment will be subject to appropriate discipline up to and including termination. Employees are prohibited from wearing any part of the Town uniform provided outside of work hours, except where incidental to traveling to or from work.

**ARTICLE 33**  
**REIMBURSEMENT FOR USE OF PRIVATE AUTOMOBILE**

**Section 33.1**

Employees who use their private automobiles for official business as authorized by their immediate supervisor shall be compensated at the IRS rate. Claims must be submitted monthly for the previous month. Employees must submit their reimbursement claims to the Office of the First Selectman after they receive authorization from their immediate supervisor. Compensable "official business" does not include driving to or from work, whether or not such work is off-site.

**ARTICLE 34**  
**LOSS OR DAMAGE**

**Section 34.1**

No employee shall be required to pay for any loss or damage of whatever kind or nature, unless said loss or damage is a direct result of his/her negligence.

**ARTICLE 35**  
**SAVINGS CLAUSE**

**Section 35.1**

If any provision of this Agreement is, or shall at any time be found contrary to law by an established court of legal jurisdiction, then that provision shall not be applicable, except to the extent permitted by law. The Town and Union shall jointly consider the effect of such a finding and determine what, if any, future action may be required. The balance and remainder of this Agreement shall remain in full force and effect.

The Town agrees to provide each employee with a copy of this Agreement within thirty (30) days after the execution date thereof. The Town further agrees to provide new employees with a copy of this Agreement at their time of hire.

The Town will provide AFSCME Council 4 with three (3) original signed contracts at the time of the signing.

## **Section 35.2**

No agreement, alteration, understanding, variation, waiver, or modification of any terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and ratified by the Union.

## **ARTICLE 36** **DURATION**

### **Section 36.1**

The provisions of this Agreement shall take effect upon signing and shall remain in full force and effect until June 30, 2014, and thereafter shall continue in effect from year to year, unless either party shall, on or before 120<sup>th</sup> day prior to the expiration date, serve written notice by registered mail on the other party of their desire to negotiate, modify, or amend this Agreement.

### **Section 36.2**

The contract contains the full and complete agreement between the Town and the Union on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this Agreement. This Agreement supersedes, supplants, and replaces any and all prior agreements, practices or understandings between the parties, and any such prior agreements, practices or understanding are hereby deemed null and void.



**SIGNATURE PAGE**

MARLBOROUGH TOWN  
LOCAL 818, COUNCIL #4,  
AFSCME

TOWN OF MARLBOROUGH

\_\_\_\_\_  
Co-President Chris Corsa

\_\_\_\_\_  
Bill Black, First Selectman

\_\_\_\_\_  
Co-President Dean Hunniford

\_\_\_\_\_  
Laurie Webster  
Staff Representative  
Council 4, AFSCME

Date: \_\_\_\_\_

**APPENDIX A**  
**SCHEDULE**

Assessor

Assistant Treasurer

Parks & Rec. Director

Mon., Wed., Thurs. 8:00 a.m. - 4:30 p.m.

Tues. 8:00 a.m. - 7:00 p.m.

Fri. 8:00 a.m. -12:00 p.m.

=====  
=====

Director of Human/Senior Services

Mon. -Fri.

8:00 a.m. - 4:30 p.m.

**PUBLIC WORKS)**

Public Works Supervisor

Mon. - Fri. (5 days x 8 hrs/day)

7:00 a.m. - 3:30 p.m.

**APPENDIX B**  
**WAGES**

	<b>Effective</b>		
	<b><u>7/1/11</u></b>	<b><u>7/1/12</u></b>	<b><u>7/1/13</u></b>
Assistant Treasurer	61,460.59	62,997.10	64,572.03
Assessor	64,888.68	66,510.90	68,173.67
Human Services Director	50,361.41	51,620.45	52,910.96
Park & Recreation Director	N/A		
Public Works Supervisor			
Blds & Grds	30.63/hr	31.40/hr	32.19/hr
Hwy & Fleet	31.91/hr	32.71/hr	33.53/hr
	(2.75%)	(2.50%)	(2.50%)

**APPENDIX C**  
**SIDE LETTER OF AGREEMENT**

The Town of Marlborough (“Town”) and Local 818 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO (“Union”) hereby agree that during the negotiations for the 2011-2014 Collective Bargaining Agreement, the issue of Appointed positions was discussed and the Town and Union each had respective positions outlined below:

**Union:** It is the position of the Union that the Collective Bargaining Agreement covers all employees mentioned in the recognition clause and all their working conditions, up to and including appointment, reappointment, or the non-reappointment. The Union’s agreement with The Town for a successor Collective Bargaining Agreement for the period July 1, 2011 through June 30, 2014, is without prejudice to the Union’s position.

**Town:** It is the position of the Town that the Collective Bargaining Agreement between the Town and Local 818 of Council 4, AFSCME, does not cover the appointment, reappointment, or the non-reappointment of individuals. The Town’s agreement with Local 818 for the renewal of said collective bargaining agreement for the period July 1, 2011 through June 30, 2014, is without prejudice to the Town’s position.

MARLBOROUGH TOWN  
LOCAL 818, COUNCIL #4,  
AFSCME

TOWN OF MARLBOROUGH

\_\_\_\_\_  
Co-President Chris Corsa

\_\_\_\_\_  
Bill Black, First Selectman

\_\_\_\_\_  
Co-President Dean Hunniford

\_\_\_\_\_  
Date