

MEMORANDUM OF AGREEMENT
Between the
Town of Middleton
And
A.F.S.C.M.E. Council 93 Middleton Clericals Local 1098
Fiscal Years 2020-2022

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the Town's negotiating teams, subject to ratification by the Union membership of the Union and approval by the Board of Selectmen.

The following provisions represent material changes in the parties' agreement for an agreement through June 30, 2022.

GENERAL AGREEMENTS

The parties agree to integrate this Memorandum of Agreement with the existing Collective Bargaining Agreement, as well as make non-substantive modifications to the form of the agreement to correct typographical and grammatical errors.

1. Article I shall be amended in its entirety to reflect the inclusion of more employees into the union.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all clerical employees of the Town of Middleton working an average of 15 hours per week or more, excluding employees of the library, Council on Aging, and any employee defined as a "confidential employee."

2. Article III shall be amended in its entirety to reflect processes which reflect the *Janus v. AFSCME* ruling.

The Employer agrees that from and after receipt of written authorization it will deduct from the salary of the employee executing said authorization the sum per week designated as Union dues and initiation fees. The authorized financial officer of the Union shall inform the Employer through the Treasurer/Collector's office of these authorizations.

Deductions provided for above shall be remitted to the authorized financial officer of the Union no later than the twentieth day of the month following the month in which the deduction is made. Upon request, the Treasurer/Collector's office shall furnish the financial officer of the Union each month a record of the employees from whose earning deductions have been made and the amount of the deduction.

The Union agrees that it will indemnify and save the Employer harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Employer in accordance with the terms of this Article or in reliance upon the authorizations described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employees.

In the event an employee covered by this agreement chooses not to become a member of the union, the employee may choose to pay an agency fee, on a voluntary basis, to cover the costs of bargaining and representation by the union on matters pertaining to the collective bargaining agreement.

In the event an employee chooses to pay a voluntary agency fee, the employee shall notify the union, authorizing the collection of the agency fee through payroll deduction, and a copy of that notification will be supplied to the Employer to authorize the payroll deduction. Voluntary agency fees authorized under this provision shall be collected, and remitted to the union, in the same manner as prescribed for dues.

For employees who have executed proper forms of authorization for payroll check deductions, the Employer agrees to remit the monthly aggregate to the Treasurer of the Union along with a list of employees who have had said fees deducted. Such remittance shall be made by the tenth day of the succeeding collection month.

3. Article IX shall include a new Section 1 including a probationary period.

Section 1:

All original and promotional appointments to bargaining unit positions shall be probationary in nature during the first six months of the employee's service with the Town in said position. This probationary period is established for the effective adjustment of the new employee or the employee to their new classified position. Also, it shall be utilized to study the employee's work. If the employee's work does not meet required standards, the Town may dismiss any employee on original probationary employment, at any time, during said probationary period. If the circumstances of a probationary period are such that the Employer is unable to make a decision on a permanent appointment of an individual, the Employer may request an extension of the probationary period for up to an additional six months' duration, and the union shall not unreasonably deny such request; an employee in such an extended probationary period shall be paid the next higher step in the pay scale for the designated labor grade of said employee.

If the employee is on a probationary period in a promotional, demotional or lateral status, the Town may return said employee to their original classification for failure to perform work to the required standard.

4. Article X shall include a new Section 3 to reflect seniority calculations.

Section 3:

Employees shall not accrue seniority for time working for the Town in a position not covered by this agreement. All seniority calculations shall be based upon full-time employment with periods of part-time employment being pro-rated.

5. Article XV, Section 7 shall be amended in its entirety to reflect new vacation carry-over allowances.

Employees may carry 40 hours of vacation leave into the next contract (fiscal) year for use therein before September 30 of the new fiscal year. Employees may carry up to an additional 40 hours of vacation leave (for a total of up to 80 hours) into the next contract (fiscal) year for use therein before September 30 of the new fiscal year with the permission of the department head and Assistant Town Administrator.

Employees may buy back up to 40 hours of vacation time in lieu of taking said vacation time.

6. Article XVII, Section 1, Paragraph 4 shall be amended to reflect the requirement of a doctor's note in certain circumstances.

4. Sick leave may be granted at the discretion of the Town to employees only under the following conditions:

- a) When they are incapacitated from the performance of their duties by illness or injury.*
- b) When through exposure to a contagious disease the presence of the person at their job would reasonably jeopardize the health of others.*
- c) With a doctor's note for periods longer than a three-day continuous absence or five days in a calendar month.*

7. Article XVII, Section 6 shall be added to reflect the availability of sick bank participation.

Section 6:

Employees are eligible to participate in the town-wide sick bank as instituted by the Board of Selectmen's policy, but are not required to participate.

8. Article XVII, Section 3 shall be amended in its entirety to reflect that personal day usage with no notice.

Section 3:

An employee shall be granted time off for which they will be paid at their normal rate to conduct personal business. Such personal leave shall not exceed three working days per year. Personal leave shall be pro-rated for part-time employees. Personal days shall be granted for fractions of a day of one hour or more.

Personal leave is awarded on July 1st. For the first year of employment, employees are awarded personal leave on a pro-rated basis based on their first day of employment and are not eligible to take personal time until they have been employed continuously for six months.

Personal Days may not be carried forward year to year.

9. Article XVIII shall include a new Section 2 to include language regarding the Employee Assistance Plan.

Section 2:

All union bargaining members have access to the Employee Assistance Plan:

- a. The Town and the Association recognize that the employees are the greatest asset to and key to the success of the Town. The Town and the Association also recognize there is a range of human problems which may affect employees' job performance, arising from family crises, emotional, financial and/or substance abuse difficulties, which may manifest themselves in deteriorated work performance. In such instances, the Employee Assistance Plan (EAP) may be utilized by employees and the Town as a corrective measure.
- b. The Town shall provide an EAP for the life of this Agreement, access to which Plan shall be free of charge and on a confidential basis to all employees covered under this Agreement, for up to three visits with the EAP Coordinator. The scope of functions of the Coordinator shall be to determine the nature of the problem and identify appropriate mechanisms for resolving it; identify suitable resources for problem resolution and facilitate access to these resources; and counsel supervisors in the early identification of employee problems and appropriate methodologies for dealing with troubled employees. For issues beyond the scope of the Coordinator and which must be referred to an outside agency, the employees (or their health insurance plan) shall be responsible for the costs of the service to which they have been referred.
- c. Any employee who has a personal problem which they believe could be resolved through the EAP may contact the EAP Coordinator directly for assessment and referral. Any information given to the Coordinator or the outside agency shall be held in the strictest of confidence.
- d. In the event a supervisor determines that an employee's performance might be improved through counseling with the EAP, they may recommend consultation with the EAP Coordinator. In such circumstances the EAP Coordinator shall not share any information, arising from the referral, with the supervisor. Referral to the EAP will not necessarily suspend any disciplinary action otherwise contemplated or commenced.
- e. In the event previous efforts to encourage an employee to improve their work performance have been unsuccessful, a supervisor may make a mandatory referral to the EAP. Such mandatory referrals are appropriate only if it appears that an employee either cannot or will not take the necessary steps to correct deteriorated work performance. All mandatory referrals require advance written approval by the Town Administrator. A mandatory EAP referral shall be the last resort prior to termination of an employee. In such circumstances, the EAP Coordinator shall share with the referring supervisor whether or not the employee has made and kept an initial appointment and followed through on referrals provided by the Program. The fact that a mandatory referral has been made (and that fact only) shall be noted in the employee's personnel file.
- f. This EAP is a strictly confidential service provided to Town employees. Documentation of visits is not maintained (other than the keeping of a mandatory referral appointment) as part of official personnel files. There is no risk of job loss as a result of an employee's participation in the EAP. Time spent with the EAP Coordinator is considered work time for pay purposes; any time spent with an outside referral agency shall be covered by accrued sick leave, personal or annual leave, or shall be unpaid.

10. Article XX3, Section 3 in its entirety shall be amended to include revised language regarding training.

Union members are encouraged to and may attend, at the discretion of their department head or Town Administrator, work related training courses, workshops, or conferences.

11. All references to travel stipends previously given to employees working at 195 North Main Street shall be removed including those in Article XII, Section 6 and Article XX, Section 5.

12. Wages are reflected in Appendix A: Pay Scales. Annual base wage increases:

- a. Effective July 1, 2019 (FY20): 2.5%
- b. Effective July 1, 2020 (FY21): 2.5%
- c. Effective July 1, 2021 (FY22): 2.5%

Appendix A shall be amended to include the following language and tables.

If during FY20 or FY21, any of the other unions within the town receive higher annual percentage increases, the members of this union shall receive a corresponding increase for the same pay period.

FY20 (July 1, 2019 – June 30, 2020) Hourly Rates

| | <i>Clerical Employee</i> | <i>Clerk Dispatcher</i> | <i>Multi-Department Clerical Employee</i> | <i>Multi-Department Clerk Dispatcher</i> |
|---------------------------|--------------------------|-------------------------|---|--|
| <i>Step 1 (probation)</i> | \$19.05 | \$19.81 | \$19.85 | \$20.61 |
| <i>Step 2 (6 months)</i> | \$20.39 | \$21.32 | \$21.19 | \$22.13 |
| <i>Step 3 (18 months)</i> | \$21.29 | \$21.97 | \$22.09 | \$22.77 |
| <i>Step 4 (30 months)</i> | \$22.04 | \$22.71 | \$22.84 | \$23.51 |
| <i>Step 5 (54 months)</i> | \$22.40 | \$23.07 | \$23.20 | \$23.88 |

FY21 (July 1, 2020 – June 30, 2021) Hourly Rates

| | <i>Clerical Employee</i> | <i>Clerk Dispatcher</i> | <i>Multi-Department Clerical Employee</i> | <i>Multi-Department Clerk Dispatcher</i> |
|---------------------------|--------------------------|-------------------------|---|--|
| <i>Step 1 (probation)</i> | \$19.53 | \$20.31 | \$20.35 | \$21.13 |
| <i>Step 2 (6 months)</i> | \$20.90 | \$21.85 | \$21.72 | \$22.68 |
| <i>Step 3 (18 months)</i> | \$21.82 | \$22.51 | \$22.64 | \$23.33 |
| <i>Step 4 (30 months)</i> | \$22.59 | \$23.28 | \$23.41 | \$24.10 |
| <i>Step 5 (54 months)</i> | \$22.96 | \$23.65 | \$23.78 | \$24.48 |

FY22 (July 1, 2021 – June 30, 2022) Hourly Rates

| | <i>Clerical Employee</i> | <i>Clerk Dispatcher</i> | <i>Multi-Department Clerical Employee</i> | <i>Multi-Department Clerk Dispatcher</i> |
|---------------------------|--------------------------|-------------------------|---|--|
| <i>Step 1 (probation)</i> | \$20.02 | \$20.82 | \$20.86 | \$21.66 |
| <i>Step 2 (6 months)</i> | \$21.42 | \$22.40 | \$22.26 | \$23.25 |
| <i>Step 3 (18 months)</i> | \$22.37 | \$23.08 | \$23.21 | \$23.92 |
| <i>Step 4 (30 months)</i> | \$23.15 | \$23.86 | \$23.99 | \$24.70 |
| <i>Step 5 (54 months)</i> | \$23.53 | \$24.24 | \$24.37 | \$25.09 |

13. Article XII, Section 5 in its entirety shall be amended to reflect increased longevity amounts.

Section 5:

In addition to the base salary employees receive on an annual basis, additional amounts of compensation shall be paid in recognition of length of service to the Town of Middleton. For the purpose of computation, an employee's service shall be measured from their date of appointment as a permanent bargaining employee. Payments shall be made annually in the first paycheck in December. To qualify for this additional stipend for any fiscal year, an employee shall have achieved their requisite duration of service by July 1st of that year.

If an employee is currently employed full-time, but has worked for the town in a part-time capacity in the past, years of permanent service for the purpose of longevity are calculated based upon full-time service with years spent in a part-time capacity calculated on a pro-rated basis.

For the purposes of longevity, full-time employees shall be those working 20 hours or more per week.

Subject to the foregoing provisions of this section, payments shall be made in accordance with the following schedule:

| Number of years of service | Longevity Stipend – Full Time | Longevity Stipend – Part Time | Pay Out Schedule |
|--|--------------------------------------|--------------------------------------|-------------------------|
| <i>Completion of five years</i> | \$800 | \$600 | <i>December</i> |
| <i>Completion of ten years</i> | \$1000 | \$800 | <i>December</i> |
| <i>Completion of fifteen years</i> | \$1400 | \$1000 | <i>December</i> |
| <i>Completion of eighteen years</i> | \$1800 | \$1400 | <i>December</i> |
| <i>Completion of twenty-five years</i> | \$2400 | \$1800 | <i>December</i> |

14. Article XX shall include a new Section 8 to reflect payout tables for stipends and reimbursements. Any other references to stipend or reimbursement dates shall be adjusted accordingly.

Section 8:

Stipends and reimbursements shall be paid out on the following schedule and included in the first paycheck of the indicated months.

Stipends

| Type | Amount | Pay Out Schedule |
|------------------------------|---------------|-------------------------------------|
| <i>Notary</i> | \$200 | <i>First pay period in June</i> |
| <i>CPR/AED Certification</i> | \$200 | <i>First pay period in December</i> |

| | | |
|--------------------|----------------|------------------------------|
| Water Conservation | \$500 | First pay period in July |
| EMT Certification | \$500 | First pay period in December |
| 911 | \$600 or \$420 | First pay period in December |

Reimbursements

| Type | Amount | Pay Out Schedule |
|-----------------------|--------|------------------|
| Cleaning and Clothing | \$450 | Upon receipt |

15. All bargaining unit members shall receive a one-time “signing bonus” payable in the next available pay period after the ratification of this agreement by both parties in the amount of \$800 for full-time employees and \$600 for part-time employees. For the purposes of this payment full-time employees shall be those working 20 hours or more per week.

16. Representatives of both parties agree to continue meeting throughout 2019, for the purposes of cleaning up the language as needed in the contract. The Roman numerals shall be converted to numbers.

For the Union

Shawn Mackay 7/17/19

Signature

Date

Shawn Bunting 7/17/19

Signature

Date

Carol Mackay 7-17-19
Signature Date
AFSCME Council 93

Signature

Date

Signature

Date

For the Town

J. H. T. 7/30/19

Signature

Date

Karen 7/30/19

Signature

Date

D. Allen 7-30-19

Signature

Date

Karen 7-30-2019

Signature

Date

Signature

Date