AGREEMENT BETWEEN

THE TOWN OF MADISON

AND

THE UNITED PUBLIC SERVICE EMPLOYEES UNION

(*Town of Madison Emergency Communications & Records Employees*)

JULY 1, 2011 TO JUNE 30, 2015

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ARTICLE 1 - RECOGNITION

1.1 The Town recognizes the United Public Service Employees Union, "the Union," as the sole and exclusive bargaining agent for all civilian communication technicians, clerks and Information Systems Manager of the Police Department, excluding the Chief's secretary, uniformed and investigative employees, and employees who work less than twenty (20) hours per week on a seasonal basis within the meaning of the Municipal Employees Relations Act.

ARTICLE 2 - NO DISCRIMINATION

2.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, religion, age, sex, national origin, sexual orientation or any other classification protected by law.

ARTICLE 3 - EMPLOYEE RIGHTS AND REPRESENTATION

3.1 Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of Union Officer or Representative.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Except as limited by this Agreement, the Town retains the right to manage its operation and direct the employees, including, but not limited to, the right to plan, direct and control operations; the right to hire and to discipline, suspend and discharge employees for just cause; the right to establish reasonable rules and regulations to maintain order, efficiency and productivity; the right to lay off employees for lack of work; the right to study, determine and regulate the methods of work and the facilities and equipment used; and the right to require reasonable overtime, in reasonable amounts, with reasonable notice, subject to reasonable excuse.

ARTICLE 5 - UNION SECURITY / DUES

5.1 All present employees and all employees hired after the date this Agreement is signed, shall, as a condition of employment become and remain members of the Union within thirty (30) calendar days after this Agreement is signed or after their date of hire, whichever is applicable, or pay an agency fee.

5.2 The Town agrees to deduct Union membership dues bi-weekly from the pay of those employees who individually and in writing authorize such deductions. The Town will remit to the Union once each month, on or before the last day of the month in which such deductions were made, the dues deducted, together with a list of employees from whose wages these sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions.

ARTICLE 6 - NO STRIKE

6.1 All employees included in this Agreement, pursuant to C.G.S. Section 7-475, shall not strike, or engage in a slow-down, a sick-out, or any other activity which affects the employee's performance of his/her work.

ARTICLE 7 - SENIORITY - LAYOFF - RECALL

7.1 Seniority, for the purpose of this Agreement, is defined as the total length of an employee's most recent period of continuous service within the bargaining unit. Employees who leave service with the Town for reasons other than a layoff and are re-employed shall not have their total years of service bridged for the purpose of seniority.

Seniority and seniority rights will not be accrued during unpaid leaves of absence or layoff, but such rights will not be lost because of such leave.

7.2 An employee who leaves service due to a layoff and is re-employed within two (2) years shall have his/her total years of service bridged for the purpose of seniority.

7.3 A seniority list shall be furnished to the Union annually on or about October 1st of each year, and unless mistakes are brought to the attention of the immediate supervisor within sixty (60) days, the list shall be considered to be correct.

7.4 A new employee shall be considered probationary during his/her first twelve (12) months of employment; such employees will be eligible for overtime once released from training status. The Town may request an extension of three (3) months if needed. During such probationary period, an employee shall not attain seniority rights under this Agreement and will be subject to discharge by the Town, without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

7.5 For the purpose of layoff and recall, there shall be two (2) seniority groups; one (1) group of Information System Manager, Record Specialist and Clerical employees, and another (2) group of Communication Technicians.

7.6 The order of layoff for employees covered by this Agreement shall be within the seniority group as follows:

A. Temporary and seasonal employees;
B. Trainees, probationary employees, and part-time employees before full-time; and
C. Full-time employee with the least seniority first, provided in the case of clerical employees, remaining employees are capable of doing the work of the laid off employee.

The Town shall notify the employee to be laid off, and the Union President no less than thirty (30) days prior to the effective date of the layoff.

7.7 Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:

A. The affected employee shall notify his/her immediate supervisor in writing at the time of layoff that he/she requests placement on a recall list;
B. An employee who is bumped to a lower job title shall have recall rights to return to his/her former job title. When an employee is bumped to a lower job title, he/she shall be placed on the appropriate pay scale at a rate that represents the least reduction to the pay of the employee;
C. For a period of twenty-four (24) months, or for a period not to exceed their length of employment, whichever is greater, the affected employee shall have the right to be recalled to the job title from which he/she was laid off if a position should become vacant or be reinstated to a position in a lower job if qualified;
D. No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening shall be deemed a refusal to accept re-employment.

7.8 Employees whose names are on the recall list will be notified of opportunities for temporary, part-time or seasonal employment. No new employee shall be hired for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline such employment. Such employment shall not constitute recall, and refusal of such employment will not affect recall rights.

7.9 When there is a Union position within the bargaining unit covered by this Agreement to be filled, the Town will post the position for one (1) week at the Police Department Building and the Town Office Building. If a Union Member is an applicant, he/she will be given a four (4) week trial period in the position.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 PURPOSE: The purpose of the Grievance Procedure shall be to settle employee grievances on as low an administrative level as possible so as to enhance employee morale without impairing efficiency.

8.2 DEFINITIONS:

A. A "Grievance" is any difference, dispute or disagreement concerning wages, hours or working conditions.
B. A "Grievant" may be the employee or the Union or both.
C. "Days" shall mean Monday through Friday, excluding holidays.

STEP ONE: Any employee assigned to the records division or his/her Union representative, shall submit a grievance in writing to the Chief of Police or his/her designee within ten (10) days of the date the alleged grievance occurred or was discovered. The Chief of Police or his/her designee shall submit his/her decision in writing to the aggrieved employee within five (5) days of the receipt of the grievance. Any employee assigned to the communications division or his/her Union representative, shall submit a grievance in writing to the Director of Emergency Management ("DEM") or his/her designee within ten (10) days of the date the alleged grievance occurred or was discovered. The DEM or his/her designee shall submit his/her decision in writing to the aggrieved employee within five (5) days of the receipt of the grievance.

STEP TWO: If the employee or the Union is not satisfied with the decision rendered by the Chief or the Director of Emergency Management, the employee or the Union shall, within ten (10) days after receiving such decision, submit the grievance in writing to the First Selectman who shall render his/her decision within ten (10) days after receipt of the grievance.

However, for all grievances filed after the signing of this contract, if neither the complainant nor the Union appears to present the grievance, the grievance shall be deemed to be finally resolved and concluded on the basis of the Chief's or DEM's Step One decision.

STEP THREE: If the Union is not satisfied with the decision rendered by the First Selectman, it may within twenty (20) days after receipt of that decision, submit any grievance involving the meaning of this Agreement to the Connecticut State Board of Mediation and Arbitration, with the exception of grievances involving termination and suspension which must be submitted to the American Arbitration Association. The decision rendered by the arbitrator(s) shall be final and binding on both parties. The arbitrator(s) shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The costs of the Connecticut State Board of Mediation and Arbitration shall be borne equally by both parties.

8.3 MEDIATION: The Mediation services of the State Board of Mediation and Arbitration may be utilized at any time provided either party so desires.

8.4 RECORDING OF MINUTES OR TESTIMONY: Either party shall have the right to employ a public stenographer or use a mechanical recording device, at its own expense,

subject to prior disclosure to all members at the meeting, at any step in this procedure.

8.5 MEETINGS: If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with steps one, two and three.

8.6 Employees and the Union shall have the right and choice of representation whenever desired by either individual employees or the Union. The Town shall have the right and choice of representation whenever desired at its own expense.

ARTICLE 9 - DISCIPLINE

9.1 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. All discipline must be given in writing with reasons stated, and a copy shall be given to the employee and to the Union at the time it is issued with the exception of verbal warnings. Written notifications of verbal warnings will be provided to the employee within three (3) days via email, or in the mail slot of the employee. Progressive discipline shall be applied when appropriate. No employee shall be disciplined without just cause. Except where justified by the seriousness of the offense, disciplinary action normally shall follow in this order:

A. Verbal warning "Documented" in writing
B. Written warning
C. Suspension without pay
D. Discharge

All disciplinary action may be appealed through the grievance procedure.

9.2 Each employee shall have the right to see and review his/her personnel file at least twice per year by appointment with his/her immediate supervisor. The Town shall provide copies of all materials in the file upon request of the employee. 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 in writing to all items in his/her personnel file. Such responses shall be made part of the file. No separate personnel file shall be maintained other than the one subject to employee inspection.

9.3 Each employee will be given copies of any evaluation reports placed in the employee's file.

9.4 Any interview that may lead to discipline may be postponed for a period of up to seven (7) calendar days upon written request by the Union or the Town.

9.5 Whenever a civilian complaint is made against an employee relating to his/her conduct as an employee or the manner in which they perform their duties, the employee shall be

notified of any complaint and the complaint shall be provided to the employee within forty eight (48) hours via e-mail, or in the mail slot of the employee.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.1 A. All full-time communication technicians shall work a forty (40) hour week, with one-half (1/2) hour paid lunch and two (2) ten (10) minute paid breaks, during which they shall remain available in the building. Part-time communication technicians working an eight (8) hour shift shall receive the same lunch and break periods as full-time communication technicians. In the event that no full-time or part-time communication technicians are available for overtime, the open shift(s) may be offered to qualified police officers as set forth in Section 10.2.

Communication technicians shall bid their shifts by seniority:

B Shift - 7:00 a.m. to 3:00 p.m.
C Shift - 3:00 p.m. to 11:00 p.m.
A Shift - 11:00 p.m. to 7:00 a.m.

B. All full-time clerical employees shall work an eight (8) hour workday, Monday through Friday, subject to the necessary personnel requirements of the Department as determined by the Chief, with a one-half (1/2) hour paid lunch break and two (2) ten (10) minute paid breaks.

C. All employees shall receive time and one-half (1-1/2) their regular hourly rate for all work performed in excess of forty (40) hours in any week, or in excess of eight (8) hours in one day (11:00 p.m. to 11:00 p.m.), or for all hours worked contiguous to the hours of his/her regular shift, but only once for any one (1) hour.

An employee may choose to receive time off (Comp. Time) in lieu of payment. Requests for time off (Comp. Time) must be submitted to the Chief or DEM for approval. Such approval shall not be arbitrarily or capriciously denied.

10.2 Extra work (overtime) shall be offered to employees by rotation within the classification, from a list established by seniority. Extra work may be offered in either eight (8) hour or four (4) hour increments.

The extra work opportunity shall then be offered to qualified (EMD) police officers by seniority in the event all communication technicians refuse the opportunity.

10.3 When an employee is called to come into work with at least one (1) hour notice, he/she shall be paid from the time he/she starts work. When an employee is called to come into work immediately, he/she shall be paid from the time called in, provided he/she arrived within one (1) hour after the call-in. There shall be a four (4) hour minimum pay at the applicable rate in all call-in situations.

10.4 Probationary employees who have completed their training are eligible for overtime in the same manner as non-probationary employees, provided: (i) that such overtime does not result in such probationary employee(s) working on a shift without at least one (1) non-probationary employee also on the shift; or (ii) the Supervisor believes, in his sole discretion, that the employee is able to work on his/her own prior to expiration of the probationary period.

10.5 Any employee who refuses the opportunity to work extra work will be charged as though he/she had worked.

10.6 Records of extra work and hourly rate paid will be available for inspection by employees.

10.7 Communication technicians may at their option switch scheduled shifts among themselves by notifying the Director of Emergency Management or his/her designee in advance. Changes of this voluntary nature will not impose any financial burden on the Town. The shift switches shall be agreed to, in writing, by each communication technician seeking to switch their shift. A copy shall be provided to the Town.

10.8 In the event that no communication technician voluntarily accepts an offer of extra work, a shift vacancy will be filled in inverse order of seniority from the on-duty shift by requiring a communication technician to remain for four (4) hours. The junior most communication technician not having last filled a shift vacancy will work first and so on until all communication technicians on said shift have filled vacancies. A communications technician scheduled for duty from the shift following the vacant shift will be ordered to report for duty four (4) hours prior to his/her normal shift hours to relieve the communication technician remaining from the prior shift. The junior most communication technician not having last filled a shift vacancy (excluding communication technicians working overtime) will work first and so on until all communication technicians on said shift have filled vacancies. In the event the communication technician in sequence cannot be contacted, the next communication technician in sequence will be ordered in and so on up the seniority list until the vacancy has been filled. If no communication technician on the following shift can be contacted, then the communication technician on the duty shift being held over shall be required to remain for the entire vacant shift.

10.9 If a full-time communication technician is trained as an Emergency Medical Technician (EMT) meeting the requirements of the State of Connecticut he/she shall receive a yearly (calendar year) stipend per year of two hundred and fifty dollars ($250.00) payable January 1st of each year. If a full-time communication technician possesses an Emergency Medical Dispatch Quality (EMDQ) certification, or other recognized quality assurance review certification, he/she shall receive a yearly (calendar year) stipend per year of two hundred and fifty dollars ($250.00) payable January 1st of each year. If a full-time communication technician is trained as a Medical Response Technician (MRT) meeting the requirements of the State of Connecticut he/she shall receive a yearly (calendar year) stipend per year of one hundred and fifty dollars ($150.00) payable

January 1st of each year. In the event a Communication Technician is hired after January 1st, the stipend will be prorated in the first year depending on the employee's length of service. This stipend shall be paid to probationary employees who qualify. The Town is not responsible for the cost of obtaining certification or re-certification.

ARTICLE 11 - WAGES

11.1 Salary Groups shall be as follows:

Group I - Information System Manager
Group II - Record Specialist & Communication Technicians
Group III - Clerical

Effective July 1, 2011 Communication Technicians, previously identified as Salary Group IV, are combined within Group II, Record Specialist, and paid according to the wage Group II salary scale. The other bargaining unit employees already employed as of July 1, 2011 shall receive a one-time lump sum payment of seven hundred fifty dollars ($750.00), less applicable withholdings; provided, however, the recently hired bargaining unit employee within Group III shall receive a prorated one-time lump sum payment of three hundred and seventy-five dollars ($375.00).

Salary schedules and job titles are attached as Appendix "A".

Effective July 1, 2011, the wage scale for all steps contained in this agreement of all employees shall be increased by 0%;

Effective July 1, 2012, the wage scale for all steps contained in this agreement shall be increased by 2.0%;

Effective July 1, 2013, the wage scale for all steps contained in this agreement shall be increased by 2.0%;

Effective July 1, 2014, the wage scale for all steps contained in this Agreement shall be increased by 2.0%.

11.2 All employees of the various classifications listed in the salary schedule shall be paid at a rate in accordance with the amount of Town service each has in that particular classification except that any member advanced or promoted to a higher rate of pay, shall receive not less than one (1) full step, over that which he/she was receiving at the lower classification. New employees shall start at the First Step.

Each employee shall advance in the salary schedule as follows and if applicable:

Start	Step I
After Six Months	Step II
After One Year	Step III

After Eighteen Months Step IV

11.3 A. Employees working C shift shall receive a 2.5% per-hour premium, in addition to their regular rate of pay.
B. Employees working A shift shall receive a 3.5% per hour premium in addition to their regular rate of pay.
C. In order to be eligible for the shift premium, the employee must work at least four (4) consecutive hours of the shift.

11.4 When a veteran communication technician is training a new employee, the veteran communication technician shall receive a 5% per-hour increase in addition to their regular rate of pay.

ARTICLE 12 - LONGEVITY

12.1 All active full-time employees employed as of June 30, 2011 shall receive longevity compensation once annually on the first pay day in December, by separate check, in the following amounts:

Effective July 1, 2011:	
5 Years of Service	$400.00
10 Years of Service	$500.00
15 Years of Service	$575.00
20 Years of Service	$650.00
25 Years of service	$725.00

Part-time employees employed as of June 30, 2011 shall receive prorated longevity based upon the number of hours worked in relation to full-time. An employee who retires or resigns will receive a prorated portion of his/her longevity pay.

New hires on and after July 1, 2011, shall not be eligible for longevity pay.

ARTICLE 13 - INSURANCE & PENSION

13.1 Medical insurance coverage shall be made available to regular full-time employees and eligible family members. Said plan will provide hospitalization, surgical and prescription benefits under a Town plan with applicable co-payments for doctors' visits, prescriptions and with annual deductibles and is subject also to the employees' contributions toward the premium costs set forth below.

Employees shall remain in the current health plan contributing the same percentages towards the cost of health insurance as previously. Effective July 1, 2012, employees may elect coverage in either Anthem Blue Care HMO or Century Preferred PPO, as long as these plans are available to the Town of Madison employees. Plan descriptions are attached as Appendix B.

A. Effective July 1, 2012, employees electing coverage in Anthem Blue Care HMO or in Anthem Century Preferred shall contribute 12% of the total cost of the medical insurance coverage selected. Employees shall contribute 14% effective July 1, 2013; and 16% effective July 1, 2014.

B. Blue Care Vision Care Rider as offered to Town employees.

C. All contributions shall be made pre-tax via payroll deductions.

13.2 Dental coverage for employees only shall remain covered at no expense to the employee. Dental coverage for family members may be purchased from the Town at cost.

13.3 The Town shall provide a Life Insurance policy and AD & D policy of $50,000 ($25,000 for employees age sixty-five (65) years or over).

13.4 Subject to approval by each insurance company, an employee eligible for benefits under this provision may, during open enrollment of each year, elect to participate in a "pay in lieu of benefits" program. Such payments in lieu of insurance coverage shall equal at least fifty percent (50%) of the total cost of the premium the Town would otherwise have had to pay, not to exceed forty five hundred dollars ($4,500.00).

13.5 The Town shall maintain the present Pension Plan.

A. Beginning July 1, 2004, the Town Pension Plan will be amended to reduce the vesting period from ten (10) years to five (5) years.

B. Beginning July 1, 2004, employees will pay 2.0% of pre-tax salary through payroll deduction to the pension fund in order to increase the pension multiplier to 2.15%.

C. Beginning July 1, 2008, the pension multiplier shall be raised to 2.25% and shall be applicable only to wages earned after June 30, 2008.

13.6 The Parties agree to re-open negotiations concerning the proposed changes to the Pension Plan upon the Town providing specific language to the Union of changes sought, including the terms of a proposed defined contribution plan for new hires.

13.7 In order to provide healthcare and/or dental coverage to full-time employees and their eligible dependents at the least possible cost, the Town reserves the right to substitute, in whole or in part, for the health and dental coverage described in Paragraphs 13.1, and 13.2 health plans provided by other companies, or via self insurance, provided the substitute benefits are substantially equal to or better, on an overall basis, than those which presently exist.

13.8 The Town shall provide a Long-Term Disability Plan for employees at no cost to the

employee.

ARTICLE 14 - WORKERS' COMPENSATION

14.1 A. Employees who are absent from duty due to illness or accident for which they are entitled to compensation under the Workers' Compensation Act shall not be charged sick time.

B. An employee who is entitled to compensation under the Workers' Compensation Act shall receive after two (2) full weeks of disability, compensation from the Town in an amount which, when added to Workers' Compensation payments received, shall provide him/her with compensation equal to his/her regular pay for a period not to exceed one (1) year.

C. Said amounts shall be payable by the Town at the time Workers' Compensation Benefits are paid. The Town may however, at its discretion, pay an employee his/her full compensation from the date an injury or illness commenced, provided that the employee involved shall make the Town whole by endorsing over to the Town any Workers' Compensation checks he/she receives for which he/she has already received money, provided further that if it is eventually determined that the employee is not entitled to Workers' Compensation benefits, the employee shall make the Town whole for all movies received.

D. Nothing herein shall be construed as to prohibit an employee from petitioning the Board of Selectmen for an extension of the one (1) year limit set forth herein.

ARTICLE 15 - HOLIDAYS

15.1 Each full-time employee shall receive ten (10) scheduled holidays during each year shall be as follows:

	FY 11/12	FY 12/13	FY 13/14	FY 14/15
Independence Day	7/4	7/4	7/4	7/4
Labor Day	9/5	9/3	9/2	9/1
Yom Kippur (or Good Friday)	10/8 (4/6/12)	9/26 (3/29/13)	9/14 (4/18/14)	10/4 (4/3/15)
Columbus Day*	10/12	10/12	10/12	10/12
Thanksgiving Day	11/24	11/22	11/28	11/27
Day after Thanksgiving	11/25	11/23	11/29	11/28
Christmas Day	12/25	12/25	12/25	12/25
New Year's Day	1/1/12	1/1/13	1/1/14	1/1/15
Martin Luther King Day*	1/15	1/15	1/15	1/15
Memorial Day	5/28	5/27	5/26	5/25

* For Communications Technicians these holidays are observed on the traditional date rather than the Monday observance date.

In addition, each full-time employee will receive three (3) additional floating holidays to be scheduled upon request with the approval of his/her immediate supervisor similar to the governance of personal leave.

Part-time employees regularly scheduled to work at least sixteen (16) hours per week shall have seven (7) holidays as follows:

	FY 11/12	FY 12/13	FY 13/14	FY 14/15
Independence Day	7/4	7/4	7/4	7/4
Labor Day	9/5	9/3	9/2	9/1
Thanksgiving Day	11/24	11/22	11/28	11/27
Day after Thanksgiving	11/25	11/23	11/29	11/28
Christmas Day	12/25	12/25	12/25	12/25
New Year's Day	1/1/12	1/1/13	1/1/14	1/1/15
Memorial Day	5/28	5/27	5/26	5/25

In the event the Town declares a day or days of commemoration of some event(s) where other Town employees receive paid time off in addition to the thirteen (13) paid holidays, the Union members shall receive the day off or the equivalent day off to be taken at a later date subject to approval by the Chief or the Director of Emergency Management or his/her designee with five (5) days notice at no additional cost to the Town.

15.2 For secretarial and clerical employees, paid holidays shall be observed on the same dates and times as observed by the employees of the Madison Town Hall.

15.3 Whenever any holiday falls during the paid sick leave or paid vacation of an employee, said holiday shall not be charged against the employee's vacation time or sick leave. The employee shall be given another day off to compensate for said holiday (in case it occurred during vacation) at a time mutually agreeable to the parties.

15.4 An employee working on a holiday shall receive the rate of time and one-half (1-1/2) pay for the hours so worked and shall, in addition, receive eight (8) hours holiday pay based upon the employee's regular rate of pay. An employee working on any of the seven (7) holidays available to the part-time employees (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day) on a normally scheduled day off shall receive the rate of two (2) times the regular rate of pay for the hours so worked. All employees shall have the option of accepting eight (8) hours of holiday pay at his/her regular rate of pay or taking eight (8) hours of compensatory time.

An employee working an extended or double shift on any of the seven (7) holidays available to the part-time employees (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day Day after Thanksgiving, Christmas Day) shall receive the rate of two (2) times the regular rate of pay for the hours so worked on such extended or double shift.

15.5 Part-Time Employees:

The Town will not reduce any employee's hours in order to avoid paying holiday pay.

For the purposes of this section, holiday pay for communications employees shall be eight (8) hours times the employee's regular hourly rate. When a part-time employee elects the compensatory time option, such employee will receive one (1) of their regularly scheduled days off for each holiday so elected, but will receive eight (8) hours pay for such day off, regardless of the number of hours in such employee's regular working day. Part-time clerical employees will receive holiday pay based upon their normal work hours per day.

15.6 If the First Selectman declares a day of mourning or an additional holiday (not including a day in place of a holiday, such as a Monday for a Sunday holiday), each employee not on leave of absence shall receive a compensatory day off at straight time.

15.7 All holiday pay for Communication Technicians will begin at 2300 hours to coincide with the 11 p.m. to 7 a.m. hours of work.

ARTICLE 16 - VACATIONS

16.1 Employees shall be granted time off with pay for vacations at the beginning of the fiscal year according to the following schedule:

After six (6) months through one (1) Year	Five (5) working days
After One (1) Year to Five (5) Years	Ten (10) working days
(includes five (5), that may be taken after six (6) months of service)	
After Five (5) Years to Fifteen (15) Years	Fifteen (15) working days
After Fifteen (15) Years	Twenty (20) working days
After Twenty-one (21) Years	Twenty-one (21) working days
After Twenty-two (22) Years	Twenty-two (22) working days
After Twenty-three (23) Years	Twenty-three (23) working days
After Twenty-four (24) Years	Twenty-four (24) working days
After Twenty-five (25) Years	Twenty-five (25) working days

For the purposes of Article 16, the years of completed service shall be calculated on the anniversary date of the employee's appointment to the Department. Employees shall be granted vacation leave at the beginning of the fiscal year based upon their years of completed service as of July 1. Additional pro-rated vacation days will be added upon the employee's actual anniversary date if the year of completed service increases the level of vacation benefits. New employees will be entitled to five (5) days vacation leave upon the completion of six (6) months of service.

16.2 Seniority shall prevail in the selection of vacations for full-time employees. A vacation selection schedule shall be posted on June 1 of each year for the selection of vacation

days for the following fiscal year. At least five (5) days of vacation time must be declared during this scheduled period. A second vacation selection schedule shall be posted on December 1 for the declaration of vacation time for the remainder of the fiscal year. The manpower requirements of the Department, as established by the Chief of Police or DEM, shall be the determining factor in vacation availability.

16.3 The vacation period shall be between July 1 and June 30 of each fiscal year. Vacation time can not be carried over from one (1) fiscal year to the next, except a maximum of five (5) days may be carried over or cashed out with the approval of the Chief of Police or the DEM.

16.4 Requests shall be made by May 1 each year with any time that is to be carried over shall be used by September 30 of the calendar year in which the request is made.

16.5 Vacation time shall be taken in increments of no less than one (1) day, with the exception of four (4) one-half (1/2) day increments.

16.6 Part-time employees shall receive vacation benefits on a pro-rata basis, such that their economic benefit is proportionate to their time worked, relative to a full-time employee. Thus, for example, an employee of three (3) years of service regularly scheduled to work five (5) days per week, four (4) hours per day, works in effect one half (1/2) of a full-time schedule, and therefore, will receive forty (40) hours of vacation time per year, half of the eighty (80) hours allotted to a full-time employee. An employee of three (3) years of service regularly scheduled to work three (3) days per week, eight (8) hours per day, in effect, works sixty percent (60%) of a full-time schedule, and therefore will receive forty eight (48) hours of vacation time per year, sixty percent (60%) of the eighty (80) hours allotted to a full-time employee.

16.7 If an employee dies, the Town shall pay the employee's spouse or the employee's estate his/her accumulated vacation days and earned holidays accumulated during the employee's employment. If the employee is terminated or leaves, provided that the employee is in good standing, the Town shall pay the employee all of his/her accumulated vacation days.

16.8 An employee who becomes ill on vacation for more than two (2) days may charge such illness to sick leave by filing a medical certificate with their immediate supervisor.

ARTICLE 17 - SICK LEAVE

17.1 Sick leave shall be considered to be absence from duty with pay for the following reasons:

A. Illness or injury, except where directly traceable to employment other than the Town of Madison.

B. When an employee is required to undergo medical, optical, or dental treatment.

C. When the illness of a member of the employee's immediate family requires personal attention.

17.2 Sick leave allowance shall be earned by each full-time employee at the rate of one and eighty-three one-hundredths (1.083) days for each calendar month and for a total of thirteen (13) days per calendar year. Paid sick leave can only be used following the completion of six (6) months continuous employment from the date of hire.

17.3 All unused sick leave earned during employment may be accumulated up to a maximum of one hundred fifty (150) days.

17.4 Sick leave earned in any month of service shall be available at any time.

17.5 Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

17.6 A doctor's certificate may be required by the immediate supervisor, for a period of absence consisting of more than three (3) consecutive working days.

17.7 A. An employee hired before July 1, 2002, regardless of years of service, shall receive upon retirement with the required number of years of service or death (in which case his/her estate shall be paid) fifty percent (50%) of all accumulated unused sick days to a maximum of one hundred fifty (150) days. (Total of seventy-five (75) days paid). Any employee hired after July 1, 2002 will not receive payment for accumulated unused sick days upon retirement.

B. Employees who do not use all of their annual allowance will receive a payment at a rate of one-third (1/3) of the unused days per fiscal year, up to a maximum of four (4) days, to be paid on the second pay period of July. Any days paid out under this provision will not be added to the employee's accumulated sick leave. Employees may elect to not receive sick leave payout and have said amount applied to their accumulated sick leave. Sick leave payout will not be made available to employees hired after July 1, 1997.

17.8 Part-time employees shall receive sick leave entitlement on a pro-rata basis, such that their economic benefit is proportionate to their time worked, relative to full-time employees, and accrues in each monthly segments, irrespective of the length of such employee's regular working day. Thus, an employee regularly scheduled to work five (5) days per week, four (4) hours per day, works, in effect, one-half (1/2) a full-time schedule and therefore will earn fifty-two (52) hours of sick leave per year, one-half (1/2) of the one-hundred four (104) hours per year earned by a full-time employee, and such allotment will accrue in equal four (4) hour segments per month. An employee regularly scheduled to work three (3) days per week, eight (8) hours per day, works in effect, sixty percent (60%) of a full-time schedule and therefore will earn sixty-two and four tenths (62.4) hours of sick leave per year, sixty percent (60%) of the one-hundred four (104) hours per year earned by a full-time employee, and such allotment will accrue in equal

five and two-tenths (5.2) hour segments per month. Sick leave banks for part-time employees will be adjusted, at year's end, where such actual hours worked diverged from the anticipated schedule utilized to calculate the yearly allotment. Paid sick leave can only be used following the completion of six months continuous employment from the date of hire.

ARTICLE 18 - LEAVE PROVISIONS

18.1 Maternity Leave: Leave shall be granted in accordance with Section 40a-60 (7) (B) of the Connecticut General Statutes for disabilities due to pregnancy. If the above cited law becomes invalid or unconstitutional for any reason, the parties agree to renegotiate this Section of the Agreement.

18.2 Personal Leave: After six (6) months of employment, each full-time employee shall be entitled to three (3) days of personal leave each fiscal year. Each part-time communications employee shall be entitled to two (2) days of personal leave each fiscal year, to attend to any personal business the employee deems necessary. Each part-time clerical employee shall receive two (2) personal leave days of four (4) hours each fiscal year. The employee may take this time upon request with the approval of his/her immediate supervisor. Such leave shall not be unreasonably denied. Each part-time clerical employee shall receive two (2) personal leave days of four (4) hours each fiscal year. Personal leave may not be taken on any holiday.

18.3 Bereavement Leave: Each full-time employee shall receive bereavement leave as follows:

Five (5) working days for the death of a mother, father, spouse or child or any other person who has resided in the employee's household continuously for a period of at least six (6) months.

Three (3) working days for the death of a sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.

One (1) working day for the death of a grandmother, grandfather, grandchild, stepbrother and step-sister, niece, nephew, aunt or uncle.

Part-time employees shall be eligible for bereavement leave as set forth above on days they are scheduled to work between date of death to and including date of funeral.

Additional days may be granted subject to the Chief's or DEM's approval, whichever is applicable.

18.4 Jury Leave: Any employee called to Jury Duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a Juror.

18.5 Union Leave:

A. One member of the Union Grievance Committee and the Grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such employees are scheduled to be on duty, at each step of the Grievance Procedure through Arbitration.

B. An employee designated by the Union President shall be given five (5) days annual leave from duty without pay to attend Union business. Leave shall not be unreasonably denied.

C. The Union shall have the right to have three (3) members of its negotiation committee present for all negotiation meetings. When such meetings take place at a time during which such members are scheduled for work, they will be granted leave from their duties with full pay for such meetings.

18.6 Leave of Absence,: Upon written request to the Chief of Police or DEM, whichever is applicable, and approval by the Board of Police Commissioners or Board of Selectmen, whichever is applicable, full-time and part-time employees may be granted a leave of absence without pay, not to exceed six (6) months, due to illness or other extenuating circumstances. A full-time employee who has been employed by the Town for a minimum of one (1) year will have his/her insurance benefits continued by the Town during the six (6) months leave. Extension beyond a six (6) month period can be granted by the Board of Police Commissioners or Board of Selectmen, whichever is applicable.

18.7 Military Leave: Leave shall be granted, not to exceed two (2) weeks, to permanent employees when required to serve on active reserve or National Guard duty, During this period, the employee shall be paid the difference, if any, between his/her regular pay and military pay. The time on military leave shall be included in computing seniority. Copies of orders to active duty shall be supplied to the immediate supervisor.

ARTICLE 19 - BULLETIN BOARD

19.1 The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

1. Notice of Union meetings;
2. Notices of Union elections and the results where they pertain to the employees;
3. Notices of Union recreational and social events; and
4. Any other Union announcements or notices.

19.2 A copy of said notice will be furnished to the Chief of Police or DEM, which-ever is applicable, or his/her designee before posting.

ARTICLE 20 - ACCESS TO PREMISES

20.1 The Union's business representative may be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department or interrupt the performance of any employee.

ARTICLE 21 - GENERAL PROVISIONS

21.1 The Town shall give a copy of this Agreement to each present employee and to each new employee.

21.2 If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

21.3 If any Article or Section of this Agreement is in conflict with any prior policy, rule, or regulation of the Town, the provisions of this Agreement shall prevail.

21.4 When an employee is required to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at the prevailing mileage rate established by the IRS.

21.5 A. Any employee who is required by the Town to attend any training or conferences shall be reimbursed for the reasonable expenses associated with said training or conferences.

B. The Town will provide each communication technician a minimum of sixteen (16) hours of training each year with pay.

C. In lieu of pay for training, employees will be given the option of accepting compensatory time for all hours spent training. Such compensatory time will be computed at one and one half (1-1/2) when such hours are worked on an overtime basis.

D. Accumulated compensatory time will not exceed forty (40) hours. All compensatory time must be taken before the end of the fiscal year or be paid to each employee by separate check.

E. When an employee is required to attend training during hours other than their normal scheduled hours they will have the option of attending the training sessions and working into to their normal work schedule. If the employee chooses to only work the training hours and as a result a shift has an opening the open shift shall be offered to the bargaining unit members as overtime in conformance with this Agreement.

21.6 The Town and the Union shall cooperate in matters of safety, health, and sanitation affecting the employees.

21.7 When the Town creates a new classification or extensively changes an existing job, the Town shall establish appropriate pay rates for such new or changed classification. Any dispute that may arise as a result shall be resolved through the grievance and arbitration procedure of this Agreement.

21.8 All employees shall be entitled to the protection of Section 7-465 of the Connecticut General Statutes, as amended, subject to all of its terms and conditions.

21.9 There shall be no alteration, variation, nor amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.

21.10 The Town of Madison further agrees to continue in force, for the duration of this Agreement, all those benefits and privileges previously granted to and enjoyed by the members of the bargaining unit but which may not have been specifically mentioned herein.

21.11 Any charge or complaint by a member of the public which is made against a bargaining unit employee will be investigated by the Chief of Police or DEM, whichever is applicable, or their designee within twenty-four (24) hours, if possible, when presented in writing and sworn and signed by the complainant. If, after an investigation, the supervisor or his/her designee determines that there is a probable cause to the charge or complaint using the complaint form (see appendix), the Union and the employee involved shall be apprised of the facts alleged and to all their rights under Article 9, Discipline and Discharge, except under unusual circumstances, and no employee shall be suspended, demoted or discharged without being provided an opportunity to examine the member(s) of the public who made the complaint.

21.12 Each full-time communication technician shall be given an annual clothing allowance (voucher system) of two hundred and fifty dollars ($250.00) to be used for the purchase of items of clothing approved by the DEM or his/her designee (and each part-time communication technician will be given one hundred twenty-five dollars ($125.00)).

The Town shall continue to provide communication technicians, at the time of hire, with several approved clothing items. All clothing items shall be purchased/provided from Town approved suppliers.

21.13 The Town agrees that it will not subcontract work for the purpose of laying off employees. The Town however, shall have the right to enter into a regional service including one or more other towns which regional service would provide the services provided for by the members of this bargaining unit. In the event the Town does join such a regional service, it shall not be in violation of this Contract and such action by the Town would not be considered by the parties hereto as subcontracting work for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of the work to be done makes it practical to do so and further, the Town agrees that in the event it shall enter into a regional service that it will make every effort on its part to see that the bargaining unit

employees being replaced by the regional service be offered employment by the regional service.

21.14 No non-bargaining unit employee shall be used to perform bargaining unit work, until and unless, no bargaining employees with the classification are available or willing to do so. The parties do acknowledge that the Town does have a right to join a regional service as provided in Section 21.13 of this Contract and that the Town's action in so joining a regional service would not be in violation of this section of the Contract.

21.15 Any and all special payments due to employees that are provide in this agreement shall be paid to the employee by a separate check.

ARTICLE 22 - DURATION

22.1 All Articles and provisions of this Agreement shall be effective upon signing and shall continue and remain in full force and effect through June 30, 2015. Said Agreement shall automatically be renewed and shall continue in full force and effect for additional periods of one (1) year unless either the Town or the Union, no later than January 30, 2015, gives written notice to the other of its desire to reopen this Agreement and to negotiate over the terms of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives.

Dated at Madison, Connecticut, this 9th day of January, 2012.

TOWN OF MADISON

By _____
Fillmore McPherson
First Selectman

The United Public Service Employees Union

By _____

_____

_____

_____

APPENDIX A - WAGE SCHEDULE

UPSEU/Madison Communications Employees

7/1/11 through 6/30/12

	Step 1	Step 2	Step 3	Step 4
Group I Information System Manager				$28.38
Group II Records Specialist & Communications Technician * Six month increments	$17.89	$19.58	$21.33	$22.67
Group III Clerical *Six month increments	$15.73	$16.81	$17.84	$18.79

7/1/12 through 6/30/13

	Step 1	Step 2	Step 3	Step 4
Group I Information System Manager				$28.95
Group II Records Specialist & Communications Technician *Six month increments	$18.25	$19.97	$21.76	$23.12
Group III Clerical *Six month increments	$16.04	$17.15	$18.20	$19.17

7/1/13 through 6/30/14

	Step 1	Step 2	Step 3	Step 4
Group I Information System Manager				$29.53
Group II Records Specialist & Communication Technician *Six month increments	$18.61	$20.37	$22.20	$23.59
Group III Clerical •Six month increments	$16.37	$17.49	$18.56	$19.55

7/1/14 through 6/30/15

	Step 1	Step 2	Step 3	Step 4
Group I Information System Manager				$30.12
Group II Records Specialist & Communication Technician *Six month increments	$18.99	$20.78	$22.64	$24.06
Group III Clerical •Six month increments	$16.70	$17.84	$18.93	$19.94