

AGREEMENT

BETWEEN

THE CITY OF MIDDLETOWN, CONNECTICUT

AND

MIDDLETOWN MANAGERS AND PROFESSIONAL
ASSOCIATION

AFT - Local #6092, AFT-CT, AFL-CIO

JULY 1, 2006 – JUNE 30, 2011

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PREAMBLE

SECTION 1 This is an AGREEMENT between the CITY OF MIDDLETOWN, CONNECTICUT, hereinafter referred to as the “CITY” and THE MIDDLETOWN MANAGERS AND PROFESSIONAL ASSOCIATION, AMERICAN FEDERATION OF TEACHERS (AFT) LOCAL #6092, AFT-CT, AFL-CIO, hereinafter referred to as the “ASSOCIATION”.

SECTION 2 The purpose of this AGREEMENT is to promote a harmonious relationship between the CITY and members of the ASSOCIATION in order that efficient and progressive public service may be rendered.

ARTICLE I **RECOGNITION**

SECTION 1 The City of Middletown hereby recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for those positions set forth in Appendix A.

SECTION 2 The Association recognizes the Mayor or the Mayor's designated representative(s) as sole representative of the City of Middletown for the purpose of collective bargaining.

ARTICLE II **NON-DISCRIMINATION**

SECTION 1 This agreement shall be applied equally to all employees in the Association without discrimination because of age, sex, marital status, race, color, religion, national origin, political affiliation, qualified handicap or union membership.

SECTION 2 Whenever the masculine form of any pronoun is used in this Agreement, it is understood that the reference includes both male and female employees.

ARTICLE III **ASSOCIATION SECURITY**

SECTION 1 Each employee shall have, and be protected in the exercise of, the right to join and remain as a member of the Association free from interference, restraint, or coercion.

SECTION 2 Any employees within the Middletown Manager and Professional Association bargaining unit, shall as a condition of continuing employment, be a member of the Association or pay a service fee not to exceed the monthly Association dues.

SECTION 3 The deduction shall be made once a month on the same pay day each month as specified by the City and remitted to the Treasurer of the Association. The City shall provide a list of names for whom dues have been deducted.

SECTION 4 The Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this section. It is also agreed that neither any employee nor the Association shall have any claim against the City for any such deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made. The obligation of the City for funds actually deducted under this section terminates upon the delivery of the deductions so made to the person authorized by the Association to receive such amounts from the City.

ARTICLE IV **ASSOCIATION BUSINESS**

SECTION 1 The City shall allow time off with pay up to a total of ten (10) days in the aggregate each fiscal year for officers and/or members for Association business such as attendance at conventions or educational conferences.

SECTION 2 Members of the Negotiating Committee shall receive full pay for the time spent conducting contract negotiations with the City. The Negotiating Committee shall consist of no more than three (3) members of the Association for the purpose of this section.

SECTION 3 Members of the Grievance Committee shall receive full pay for time spent attending grievance hearings with the City and/or the State Board of Mediation and Arbitration. The Grievance Committee shall consist of not more than two (2) members of the Association for the purposes of this section.

ARTICLE V **HOURS OF WORK**

SECTION 1 The normal working hours for members of the bargaining unit shall be forty (40) hours per week. The schedule shall be Monday through Friday.

SECTION 2 With the exception of those positions listed in Section 5 of this Article and the position of Arts and Culture Coordinator addressed in Appendix I, the regular hours of work for employees working a forty (40) hour week shall be from 8:30 a.m. to 4:30 p.m. over a period of five (5) consecutive days of eight (8) continuous hours, Monday through Friday, with one (1) hour for lunch. Employees working a forty (40) hour work week will have the option to

establish a schedule for work between the hours of 8:00 a.m. to 5:00 p.m. over the five (5) consecutive days consisting of eight (8) continuous hours, Monday through Friday, with one (1) hour for lunch. Such a schedule of work will be established with the mutual consent of the employee's direct supervisor.

SECTION 3 The regular hours for those positions listed in Section 5 of this Article shall be 7:00 a.m. to 3:30 p.m. over a period of five (5) consecutive days of eight (8) continuous hours, exclusive of lunch periods, with one-half (1/2) hour for lunch. The regular hours for the Custodial Manager shall be 12:30 p.m. to 9:00 p.m. over a period of five (5) consecutive days of eight (8) continuous hours, exclusive of lunch/dinner periods, with one-half hour for lunch/dinner; provided that the days and hours of work are consecutive, the Board of Education reserves the right to change the hours of work for the Custodial Manager position to meet operational needs.

SECTION 4 All annual salaries shall be in conformance with the salary schedules all attached hereto as Appendices D and E.

SECTION 5 The members of this bargaining unit will be considered salaried employees and, therefore, will not be eligible for overtime compensation, except for the following positions: Superintendent of Parks, Superintendent of Water Sources, Superintendent of Water Distribution, Assistant Superintendent of Water Distribution, Superintendent of Pollution Control, Manager of Transportation Services, Superintendent of Streets and Sanitation, Assistant Superintendent of Streets and Assistant Superintendent of Sanitation, all of whom shall be compensated at one-and-a-half (1-1/2) times his/her regular hourly rate of pay for all hours worked beyond forty (40) hours per week in accordance with the guidelines established in Appendix B.

ARTICLE VI **VACATIONS AND HOLIDAYS**

SECTION 1 Vacation scheduling shall be tentatively submitted by April 1st of the preceding fiscal year to the Department Head or Mayor, whichever is appropriate, and is subject to the appropriate person's approval. Any subsequent requests are subject to the same approval.

SECTION 2 Vacation Allotment:

- A. Every employee shall be eligible for paid vacation time after completion of his/her probationary period with the City. Employees shall start to earn vacation allowances as of their date of hire.

- B. Vacation allowances shall be earned annually based on the following schedule:
 1. One and one quarter (1-1/4) working days per month for all employees having less than nine (9) years of service. After successful completion of the probationary period, employees shall be eligible to utilize 7.5 days of earned

vacation time. After one year of employment, employees shall have earned a total of fifteen (15) days vacation time.

2. One and two thirds (1-2/3) working days per month for all employees having at least nine (9) years of service.
3. Each employee upon completing twenty-one (21) years of service shall receive one (1) additional day vacation per year for each additional year of service up to a maximum of twenty-five (25) days.

C. In addition to the above, any employee who has been employed by the City for sixteen (16) or more years and has twelve (12) or more years in a position covered by this Agreement will receive an extra five (5) days vacation. The City shall have the right, where it deems appropriate, to accelerate an individual's entitlement in order to attract qualified individuals to various positions.

SECTION 3 Employees who have been employed by the City for five (5) or more years, and who are unable to take vacation time during the current year may, with prior approval from the Department Head or Mayor, whichever is appropriate, be allowed to carry over vacation time into the next year, up to a maximum lifetime accumulation of eight (8) weeks, or may opt to receive pay in lieu of such vacation time with notification to Payroll by March 1st of each year. Department Head requests will be approved by the Mayor.

SECTION 4 The following holidays shall be paid holidays:

- A.
 1. New Year's Day
 2. Dr. Martin Luther King Jr.'s Birthday
 3. President's Day
 4. Good Friday
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Columbus Day
 9. Veteran's Day
 10. Thanksgiving Day
 11. Day after Thanksgiving Day
 12. Christmas Day
- B. Any other holiday so decided as a holiday by the Mayor.

SECTION 5 Holiday Pay:

To receive holiday pay, an eligible employee must be at work or on authorized absence on the work days immediately preceding and immediately following the day in which the holiday is observed.

SECTION 6 Saturday/Sunday:

A holiday that occurs on a Saturday will be observed on the preceding Friday. A holiday that falls on Sunday will be observed on the following Monday.

SECTION 7 In the event of the death of an employee, said employee's estate shall receive any vacation pay due in a check made payable to the estate. Said payment shall be in a lump sum separate from all other payments.

ARTICLE VII **INSURANCE**

SECTION 1 The City of Middletown shall provide for all full-time and permanent part-time employees the health benefits plans as summarized in Appendix J attached hereto. The employee shall select, at the time of hire and/or during the City's annual open enrollment period, either one (1) of the two (2) benefit plans referenced herein below for him/herself and his/her eligible dependents:

A. The Open Access Plus (OAP) Plan with coverage for in-network and out-of-network services, including but not limited to office visits, hospital, pre-natal and post-natal care, well-child care, emergency care, and mental health and substance abuse. This plan also includes a prescription drug benefit.

1. In-network benefits:

To access care the employee and his/her eligible dependents must utilize a provider that participates in the insurance carrier's physician network. Most services under the OAP plan are covered at one hundred percent (100%) subject to a twenty dollars (**\$20.00**) co-pay. Lifetime maximum benefit per individual is unlimited.

2. Out-of-network benefits:

The benefits shall require a calendar year deductible of four hundred dollars (\$400.00) per individual and a deductible of eight hundred dollars (\$800.00) per family. After the deductible, the plan will pay eighty percent (80%) of covered expenses up to a total out-of-pocket calendar year maximum per individual of one thousand eight hundred dollars (\$1,800.00) and per family of three thousand dollars (\$3,000.00) including deductibles. Upon reaching the calendar year maximum the plan will pay one hundred percent (100%) of covered expenses for the remainder of the calendar year. The calendar year maximum includes all covered expenses, except charges in excess of reasonable and customary.

3. Prescription Drug Benefit:

The prescription drug benefit will require a co-pay for a thirty (30) day supply of fifteen dollars (\$15.00) for a brand name prescription; a ten dollar (\$10.00) co-pay for a generic prescription; and a ten dollar (\$10.00) co-pay for a ninety (90) day supply through the mail order prescription program with an unlimited maximum.

B. The Point-of-Service (POS) plan with coverage for in-network and out-of-network services, including but not limited to office visits, hospital, pre-natal and post-natal care, well-child care, emergency care, and mental health and substance abuse. This plan also includes a prescription drug benefit.

1. In-network Benefits:

To access care the employee and his/her eligible dependents must utilize a provider that participates in the insurance carrier's physician network. Most services under the POS plan are covered at one hundred percent (100%) subject to a ten dollars (\$10.00) co-pay. Lifetime maximum medical benefit per covered individual is unlimited. The plan requires the employee and his/her eligible dependents to designate a primary care physician (PCP). All medical services must be provided or authorized by the primary care physician. The primary care physician will oversee the patient's care and provide referral for specialty care.

2. Out-of-network Benefits:

The deductible and co-insurance amounts that comprise the out-of-network option of this plan are considered extremely high level. For example, the calendar year out-of-network deductibles that would apply include \$3,000.00 per individual and \$9,000.00 per family. See Appendix for further information regarding the specific out-of-network deductible and co-insurance amounts.

3. Prescription Drug Benefit:

The prescription drug benefit will require a co-pay for a thirty (30) day supply ten dollars (\$10.00) for a brand name prescription; a five dollar (\$5.00) co-pay for a generic prescription; and a five dollar (\$5.00) co-pay for a ninety (90) day supply through the mail order prescription program with an unlimited maximum.

C. Appendix J, attached hereinto, is a summary of the individual benefit options available to the employee. Summary Plan Descriptions (SPD), available from the City's Risk Manager, shall prevail in the event of a benefit dispute

SECTION 2

Effective July 1, 2006, all members of the Association will be required to pay twelve percent (12%) of the total actual premium cost for the insurance plan and class coverage in which they are enrolled. Annually during the term of this Agreement, the percentages that all members of the Association will be required to pay will increase as follows:

Effective July 1, 2007 to twelve and one-half percent (12.5%)

Effective July 1, 2008 to thirteen percent (13%)

Effective July 1, 2009 to fourteen percent (14%)

Effective July 1, 2010 to fifteen percent (15%)

SECTION 3 The City may elect to change insurance carrier(s)/administrator(s) for any of the benefits specified in this Article, provided the coverage is at least equivalent to, or better than, the coverage in effect immediately prior to the change. It is understood that the term "equivalent" does not mean identical, but rather comparable in terms of plan design and benefit level. The City agrees to give the Association reasonable notice prior to any change in carrier(s)/administrator(s). The City agrees to solicit bids for the employee's healthcare insurance provider, at least once every three (3) years.

SECTION 4 The City shall implement a Section 125 pre-tax wage deduction plan, in accordance with applicable provisions of Section 125 of the Internal Revenue Code and in accordance with any amendments to said provisions, so long as said provisions allow for such a plan. Said plan will include a medical spending account which may be utilized by bargaining unit employees in connection with their deductible and co-payment amounts listed in Section 1 of this Article and also will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums under Section 2 of this Article for those employees who complete and sign the appropriate wage deduction form. The City shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining Agreement and the carrier's insurance plan.

SECTION 5 The City shall provide for all pensioners and their enrolled dependents one of the following benefits:

- A. For those current active employees who are members of the bargaining unit as of July 1, 2006 and who, within one hundred twenty (120) days of the ratification and implementation of this Agreement, elect to, upon retirement, be provided the same health insurance coverage as active employees, subject to the same limitations and payments as active employees; shall be provided said coverage, limitations and payments may be amended from time to time. The premium cost-sharing obligation for the retiree will be the same percentage as applied to active employees under Section 2 of this Article as may be amended from time to time. Current active employees who select Section 5A, will have a 25% maximum premium cost share for life. All pensioners, age sixty-five (65) and older who are eligible for Medicare Parts A & B shall receive the same coverage as active employees, as said coverage, limitations and payments may be amended from time to time. The City's plan shall be supplemental to Medicare. Employees must have at least fifteen (15) years of City service to be eligible for health insurance benefits upon retirement. Current members who select this option shall be entitled to pension benefits as defined under Article 8 of this agreement.
- B. For those current active employees who are members of the bargaining unit as of July 1, 2006 and who, within one hundred and twenty (120) days of the ratification and implementation of the agreement, elect to, upon retirement, be provided the same health insurance coverage as active employees, subject to the same limitations and payments as active employees, shall be provided said coverage, limitations and payments may be amended from time to time. All pensioners, age sixty-five (65) and older who are eligible for Medicare Parts A & B shall receive the same coverage as active employees, as said coverage, limitations and payments may be amended from time to time. The City's plan shall be supplemental to Medicare. Employees must have at least fifteen (15) years of City service to be eligible for health insurance benefits upon retirement. The premium cost-sharing obligation for the retiree shall be based upon age on date of retirement.

Less than and including Age 45	80% of cost of healthcare premium.
Ages 46 to 54	60% of cost of healthcare premium.
Ages 55 to 61	40% of cost of healthcare premium.
Age 62 and on	Retiree pays same as actives with a cap of 25% applied for life.

Current members who select this option shall be entitled to pension benefits as defined under Article 8 of this agreement.

C. Active current employees who are members of the bargaining unit as of July 1, 2006 may voluntarily elect, within one hundred twenty (120) days of the ratification and implementation of this Agreement, to receive health insurance benefits according to the above stated cost share schedule. However, in the event, that employee is later diagnosed with a legitimate life threatening or debilitating illness, which is medically verified, causing that employee to immediately retire, that employee can elect to revert back to the health insurance coverage afforded retirees under subsection A. of this Section.

D. For those employees eligible to select the retirement benefits afforded under subsections A. or B. of this Section and who fail to do so within the one hundred twenty (120) day window, the employee will receive the retirement health benefits afforded under this subsection B., which shall not be grievable.

E. For all new members to the bargaining unit after the date of this Agreement, with the exception of those employees, who by promotion become members of the bargaining unit, addressed in subsection C., upon retirement shall be eligible for health insurance benefits as long as the employee has at least fifteen (15) years of City service in accordance with the following schedule based upon age on the date of retirement:

Less than and including Age 45	80% of cost of healthcare premium
Ages 46 to 54	60% of cost of healthcare premium
Ages 55-61	40% of cost of healthcare premium
Age 62 – on	Same as actives with a cap of 35% for life

F. For those City employees, who, by promotion, become members of this bargaining unit and who have more than ten (10) years of City service at the time of the promotion, they shall be eligible to elect, within one hundred twenty days of the appointment, either to receive the health insurance benefits in accordance with the premium cost sharing options offered under either subsection A or B of this Section. Failure to so select will cause the promoted employee to receive the retirement health benefits and applicable pension benefits afforded to retirees under subsection B of this Section which shall not be grievable.

G. Upon the death of the pensioner, the spouse may pick up the above health insurance coverage for life so long as he/she does not remarry subject to all the same terms, payments and conditions applicable to active employees, as said terms, payments and conditions may be amended from time to time.

- H. Any active or retired member of the Association may elect to waive their right to health insurance (e.g. medical, dental or life) coverage at any time during the year, however, any enrollment or reenrollment into the health plan, including life insurance, can only be done during the City's annual open enrollment period, generally held in June of each year with coverage effective on July 1st of that year. In the event that reenrollment is necessary due to the member's loss of coverage that would be considered a qualifying event in accordance with the federal COBRA law, then the City shall allow the member to enroll or reenroll for coverage within the thirty (30) days of the qualifying event

SECTION 6 Each employee shall receive basic term life insurance coverage of twice his/her annual rate of basic earnings, rounded to the nearest thousand dollars (\$1,000.00). The life insurance will be for life. The City will provide life insurance of five thousand dollars (\$5,000.00) on the employee's spouse and up to two thousand dollars (\$2,000.00) on each eligible dependent while the member is still actively employed by the City. The Union agrees to a re-opener to discuss with the City the amount of the employee contribution for the life insurance coverage but, in no event, will the amount of the employee contribution exceed six dollars (\$6.00) per month. The Union agrees to go from whole to term coverage as of January 2007. The current \$6 contribution shall cease until a new term life rate is negotiated between the parties.

SECTION 7 Supplemental life insurance coverage of up to twenty thousand dollars (\$20,000) shall be made available to each employee at his/her own expense. This benefit shall not be available to any employee hired by the City after July 1, 2001.

SECTION 8 Any pensioner who is gainfully employed in a capacity where they are provided group insurance benefits, shall within thirty (30) days, notify the City that he/she no longer needs to be covered or begin to contribute on a monthly basis twenty four percent (24%) of the cost of the medical insurances to the City of Middletown. In the event the retired employee ceases to be employed where group medical insurance is provided, he/she shall be reinstated to the appropriate medical insurance program at the City's expense.

SECTION 9 The City shall continue to provide the current Comprehensive Dental Plan in effect on June 30, 2006. The Comprehensive Dental Plan shall provide coverage for basic and major classes of service, as summarized in Appendix J, attached hereto. The Plan will pay eighty percent (80%), sixty percent (60%), or fifty percent (50%) of covered expenses depending on the class of service; the employee will pay the remaining balance. There are no deductibles applied to this Plan and calendar year benefits are unlimited, except for a five hundred dollar (\$500.00) periodontal calendar year maximum and a twelve hundred dollar (\$1,200) orthodontic lifetime maximum.

SECTION 10 In the event that a member of the bargaining unit is terminated for just cause, he/she will forfeit the insurance benefits outlined in this Article if it is decided by an Arbitrator, pursuant to Article XII, Grievance Procedure, Subsection C. Step 3, that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.

ARTICLE VIII

PENSION

SECTION 1 Pension benefits will be as provided in the Pension Ordinance of the City of Middletown in place on January 1, 1983, as amended.

SECTION 2 In addition to the pension benefits outlined in the Pension Ordinance of the City of Middletown, it is agreed that the minimum number of years required for vesting shall be ten (10) years. Anyone who shall receive a vested benefit based on the minimum of ten (10) years of service, but less than twenty (20) years of service, shall be eligible to collect such benefits at age sixty-five (65). No employee who vests with less than twenty (20) years of service, with the exception of those employees who are age sixty-five (65) and have at least fifteen (15) years of service, shall receive insurance benefits upon receiving a pension benefit based on the vested rights.

SECTION 3 Notwithstanding the Middletown Pension Ordinance, the basis for the computation of pension benefits for retirees shall be the three (3) consecutive highest years of service. (Ord. Ref. Section 74-38(B)).

SECTION 4 Notwithstanding the Middletown Pension Ordinance, the members of this bargaining unit shall receive a pension based upon two and one-quarter percent (2-1/4%) per year of service to a maximum of seventy percent (70%) and shall be eligible for retirement after twenty-two (22) years of credited service. However, those members of the bargaining unit, who will receive health benefits in accordance with subsection B and E. of Section 5 of Article VII of this Agreement, shall receive a pension based upon two and one-half percent (2-1/2%) per year of service to a maximum of eighty percent (80%) and shall be eligible for retirement after twenty (20) years of credited service.

SECTION 5 Payment of the pension contribution in the amount of six percent (6%) per week shall be in accordance with a pre-tax payment plan and the pension shall be calculated on total salary including deferred payments, if any. When a member of the bargaining unit is credited with the maximum number of City service years but continues as an active employee, the six percent (6%) weekly pension contribution will cease.

SECTION 6 Irrespective of any other provision of the Middletown Pension Ordinance, employees who retire with twenty two (22) or more years of credited service shall be eligible for retirement under the provisions of said plan.

SECTION 7 Members of the Association who served in the military or worked for the City in temporary emergency employment positions may purchase credit service for pension purposes for that time provided they pay one hundred percent (100%) of the cost as determined by the City's actuaries.

SECTION 8 The City agrees to participate in Internal Revenue Service Program Section 414 h (2) to provide tax savings on employee retirement contributions.

SECTION 9 Irrespective of any other provision of the Middletown Pension Ordinance and for the purposes of this Article, child or children shall be defined as the bargaining unit member's dependent under the age of twenty-three (23).

SECTION 10 In the event that a member of the bargaining unit is terminated for just cause, he/she will forfeit the pension benefits outlined in this Article if it is decided by an Arbitrator, pursuant to Article XII, Grievance Procedure, subsection C. Step 3, that the just cause for which the employee was terminated was sufficient to deprive the employee of these benefits.

ARTICLE IX **LONGEVITY**

SECTION 1 Members of the Association shall be eligible for the following stipend annually:

- A. Three hundred dollars (\$300) longevity payment after six (6) years of service.
- B. Four hundred dollars (\$400) longevity payment after ten (10) years of service.
- C. Five hundred dollars (\$500) longevity payment after seventeen (17) years of service.
- D. Six hundred dollars (\$600) longevity payment after twenty-one (21) years of service.

SECTION 2 Members receiving a stipend as of January 1, 1998 shall continue to receive such stipend at the present level based on the schedule (Section 1, hereinabove) in affect on June 30, 1997, until such time as their years of service dictate a higher level, at which time it will be based on the following schedule which shall also applicable to all hires after January 1, 1992 and to all new hires:

- A. Three hundred dollars (\$300) longevity pay after ten (10) years of service.
- B. Four hundred dollars (\$400) longevity pay after fourteen (14) years of service.
- C. Five hundred dollars (\$500) longevity pay after eighteen (18) years of service.
- D. Six hundred dollars (\$600) longevity pay after twenty-two (22) years of service.

ARTICLE X **SENIORITY**

SECTION 1 An employee's seniority shall commence on the date he/she is first hired for the City, however, the first six (6) months of service in any classification shall be considered probationary.

SECTION 2 An employee laid off because of the elimination of a position shall be given a sixty (60) calendar day notice. Such employee shall be entitled to return to the employment of

the City if the position from which they were laid off from is reinstated within two (2) years of their layoff date. Reinstatement is contingent upon the employee being able to perform the duties of the position and that the employee returns to the position within four (4) weeks after the City forwards a notice of recall to the employee at his/her last known address.

SECTION 3 If an employee(s) is transferred or promoted into another department within the bargaining unit, they shall retain their seniority from the previous position held upon completion of their probationary period.

ARTICLE XI **DISCIPLINE**

SECTION 1 The City shall have the right to exercise progressive disciplinary procedures for just cause. Such progressive disciplinary procedures shall be fairly applied. The City specifically reserves the right to issue more severe discipline, up to and including immediate termination, when in its view such action is warranted. The type of misconduct which might result in more severe discipline shall include, but not be limited to, theft, embezzlement, etc. Supervisory guidelines for the conduct of disciplinary procedures and guidelines to employee behavior may be found in the City of Middletown Personnel Rules. Where specifically applicable, the provisions of the labor agreement will supersede any provisions of the Personnel Rules.

SECTION 2 Any and all written information pertaining to disciplinary procedures and/or actions shall be forwarded to the employee being disciplined.

SECTION 3 Any employee may inspect his/her personnel file(s) at any time with proper supervision and notice to the Personnel Department.

ARTICLE XII **GRIEVANCE PROCEDURE**

SECTION 1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible in order to expedite the settlement of grievances and to insure efficiency and employee morale. A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with matters pertaining to the interpretation and application of the Articles and Sections of this Agreement.

SECTION 2 Procedure:

- A. Step 1 – The aggrieved party shall state his/her case in writing to his/her supervisor (Department Head) within fourteen (14) calendar days of the incident causing the grievance. Such supervisor (Department Head) must meet with the employee and the Association Representative and attempt to resolve the grievance within seven (7) calendar days of receiving the written grievance. Such supervisor shall respond as to the disposition of the case in writing within seven (7) calendar days of the above-mentioned

meeting. Should a Department Head be the grieving party, such grievance shall advance directly to Step 2.

- B. Step 2 – In the event the grievance is not resolved in Step 1, the employee and his Union representative may within ten (10) working days of receipt of written notice submit the grievance, subject to modification, in writing to the Personnel Director. Within ten (10) working days from date of receipt of said grievance, the Personnel Director shall convene a meeting for the purpose of reviewing the facts germane to the grievance. Invited to the meeting shall be the grievant and his Union representative(s) and such other persons as may be necessary for the equitable disposition of such grievance. The Personnel Director shall render a written decision within ten (10) working days subsequent to the date of meeting.
- C. Step 3 – If the issue is not resolved to the satisfaction of the grievant, it may be submitted to the State Board of Mediation and Arbitration or, in the cases of serious disciplinary action (those cases involving termination or a suspension of ten (10) or more working days), the matter may be submitted, at the option of either the City or the Association, to the American Arbitration Association, with the cost being divided equally between the parties. Submissions to the State Board of Mediation and Arbitration or to the American Arbitration Association must be made within fourteen (14) days of the Director of Personnel's response in Step 2. The State Board of Mediation and Arbitration or the American Arbitration Association shall be limited to the express terms of the Agreement and neither agency shall have the power to modify, amend, or delete any terms or provisions of the Agreement or render a decision contrary to law. The award of either the State Board of Mediation and Arbitration or the American Arbitration Association shall be final and binding.

The following termination cases must be submitted to the American Arbitration Association: 1) Where the employee has been terminated but has vested in the City's pension system, pursuant to Article VIII Pension, Section 2 of this Agreement but now faces forfeiture of the pension as the result of his/her termination from employment in accordance with Section 10 of that same Article; and/or 2) Where the employee is eligible for health insurance benefits upon retirement as outlined in Article VIII Pension, Section 2 of this Agreement and now faces forfeiture of those health insurance benefits as the result of his/her termination in accordance with Article VII Insurance, Section 10; and/or 3) Where the employee has accumulated sick time pursuant to Article XVII Sick Leave, Section 12 and now faces forfeiture of that accumulated sick time as a result of his/her termination from employment in accordance with said Article XVII Sick Leave, Section 12. The Arbitrator, in these specific instances, will have the authority pursuant to the terms of this Agreement, to decide not only if there was just cause for the termination but if the just cause was sufficient to deprive the employee of the pension benefits, health benefits or sick time accrual for which the employee was eligible under the terms of this Agreement.

SECTION 3 Any grievance not presented or followed up through the grievance procedure outlined above shall be deemed waived. If at any step in the grievance procedure the City fails to give its answer within the prescribed time, the grievance will automatically proceed to the next step unless time is extended by mutual consent in writing.

ARTICLE XIII

MANAGEMENT RIGHTS

SECTION 1 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of the Agreement, the City will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore existing including but not limited to the following:

- A. To determine the type, care, maintenance, and operation of equipment and property used for and on behalf of the City.
- B. To establish or continue policies, practices, and procedures for the conduct of City business and from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes, or operations, or to discontinue their performance by employees.
- D. To select and to determine the number of types of employees required to perform the City's operations.
- E. To employ, transfer, promote or demote employees or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the City or Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance and discipline and for the performance of work in accordance with the requirements of the City provided rules and regulations are made known in a reasonable manner to the employees affected by them.

ARTICLE XIV

MISCELLANEOUS

SECTION 1 The City will provide the Association and each member a copy of this Agreement within thirty (30) business days of the signing of this Agreement. The City shall provide new hires with a copy of this Agreement within fourteen (14) business days of the commencement of their employment.

SECTION 2 The City will provide, where available, a complete set of job descriptions of bargaining unit positions to the Association and a copy of the respective job description to each member.

SECTION 3 The City will provide a clothing allotment annually to members of the bargaining unit, who received said allotment as of June 30, 2006, and whose work clothing, due to the conditions of their employment, has a limited life expectancy. The maximum amount provided by the City for a clothing allotment will be one hundred dollars (\$100.00) per year. All

members of the bargaining unit who receive the clothing allotment will be expected to wear the clothing purchased from said allotment during work hours for the City keeping the said clothing clean and not in a state of disrepair. Business/casual type of clothing will qualify to be purchased with the allotment as well as the more traditional type of work clothing or uniforms. Approval for all purchases shall be acquired in advance from the Director of Personnel and Director of Finance.

SECTION 3a The City will pay seventy-five dollars (\$75.00), upon the submission of a receipt, once a year to those employees required to wear safety shoes. The definition of “safety shoes” shall be shoes which are steel toed.

SECTION 4 Employees who have been assigned vehicles at the time of the signing of this Agreement will continue to have vehicles assigned to them subject to a job related review of the requirement for that vehicle. The vehicle utilization review will be conducted by the Personnel Director and the applicable Department Head. The Mayor in consultation with the Personnel Director will have the final decision authority as to the disposition of each assigned vehicle.

SECTION 5 Employees will have parking available during business hours in those areas as designated by the City.

SECTION 6 Employees shall be allowed a morning coffee break not to exceed fifteen (15) minutes in duration, reasonably scheduled to cause the least interruption in departmental procedures.

SECTION 7 Employees will continue to enjoy the same one-half (½) hour or one (1) hour lunch period according to the regular hour of their department's or division's schedule.

SECTION 8 Employees will continue to have an employee's lounge available for their use during coffee breaks and lunch periods.

SECTION 9 The Association will have a right to schedule Association meetings in available City meeting places during hours they are not regularly working.

SECTION 10 The City will make available to all applicable employees a benefits handbook. Prior to distribution, a copy will be made available to the Association for its review and comment.

SECTION 11 Any member of the MMPA shall be immune from civil liability in any action brought against such individual by the City for any act or omission which may constitute ordinary negligence on the part of such officer or employee while acting in the discharge of his/her duties or within the scope of his/her employment. The immunity provided in this Section shall not apply to acts or omissions constituting gross negligence and/or willful or wanton misconduct.

SECTION 12 Any employee who requires a professional certification, special license or permit as a condition of his/her job or position with the City, and who loses such certification, license or permit in the course of his employment, will be demoted or subject to termination procedures.

SECTION 13 The City expects that it will be given reasonable notice of the intention of a member of this bargaining unit to leave City service. Because the members of this bargaining unit are professional employees representing middle and top management, the City requires a minimum of three (3) weeks notice to be provided when an employee wishes to retire or separate from City service. If a period of less than three (3) weeks is provided, the employee will forfeit twenty-five percent (25%) of any unused sick time accrual due to that employee in accordance with this Agreement. Extenuating circumstances such as health issues will be considered by the Mayor if less than a three (3) week notice is given.

ARTICLE XV **LEAVES OF ABSENCE**

SECTION 1 Eligibility:

Employees are eligible for leaves of absence under this rule if they have completed at least one (1) year of service with the City of Middletown or a lesser amount if specifically allowed by law. The duration of each leave of absence shall be determined by the City of Middletown. The following types of leaves will be considered:

- A. An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. §1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the Act. Any accumulated paid leave must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the City shall be required for FMLA leave situations. The parties agree to comply with the FMLA as amended from time to time.
- B. An employee on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.
- C. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. If the employee fails to return to work, the employee shall be liable for retroactive premium payments in accordance with FMLA, unless extenuating circumstances mutually agreeable to the parties dictate that repayment is not necessary. The parties, however, acknowledge that if there is no mutual agreement regarding the exemption from the repayment requirement, then payment is due and the issue is not grievable under Article XIII (Grievance Procedure) of this Agreement.
- D. Personal Leave of Absence:

Employees may be granted a personal leave of absence to attend to personal matters in cases in which the City of Middletown determines that an extended period of time away from the job will be in the best interest of the employee and the City.

E. Military Leave of Absence:

1. A military leave of absence will be granted when an employee enlists in the time of war, or is inducted or is recalled to active duty in the Armed Forces of the United States for a period of not more than four (4) years, plus any involuntary extension for not more than one (1) year. Employees who perform and return from military service in the armed forces, the military reserves, or the National Guard shall have and retain such rights with respect to reinstatement, seniority, vacation, compensation, and length of service pay increase as may from time to time be provided by applicable Federal or State Law. Upon satisfactory completion of military service and timely notice of intent to return to work, an employee will be reinstated to a job comparable to the one the employee left, provided the employee is qualified and the City's circumstances have not changed to the extent that it would be impossible or unreasonable to provide reemployment.
2. All employees who are granted military leaves of absence will continue to receive the health and life insurance benefits currently available as if he/she were not on leave of absence.

F. Educational Leave of Absence

Employees who desire to continue their education in preparation for added responsibilities with the City of Middletown may be granted an educational leave of absence.

G. Public Service Leave of Absence

Employees who desire to accept temporary employment in Federal or State government or with an organization devoted to community betterment may be granted a public service leave of absence.

SECTION 2 Return to Work:

Employees returning from a leave of absence will be reinstated to their same job or one of similar status and pay provided the City's circumstances have not changed to the extent that it would be impossible or unreasonable to provide reinstatement. If the same job or one of similar status or pay is not available, reinstatement may be deferred until the position is available and the employee will be granted a preference in recall.

SECTION 3 Failure to Return:

If an employee granted a leave of absence fails to return to work at the conclusion of an approved leave of absence, the employee may be terminated from the City of Middletown.

SECTION 4 Benefits:

No sick time, vacation, personal time or seniority will accrue while an employee has been granted a leave of absence under this rule. For purposes of medical benefits, employees granted

leave under this rule may purchase medical benefits at the employee's expense for the period of the approved leave.

SECTION 5 Approval:

Any employee making a request for a leave of absence, under this Article, or an extension of a leave of absence, should deliver such request in writing to the employee's department head at least thirty (30) days prior to commencement of the leave period or extension requested whenever possible. The department head will forward such request to the Personnel Director either recommending approval or disapproval. The Personnel Director will then recommend either approval or disapproval to the Mayor of the City of Middletown. The final decision concerning such a request will be made by the Mayor.

ARTICLE XVI
SPECIAL AND PERSONAL LEAVE

SECTION 1 Special leave of not more than three (3) consecutive working days shall be granted in the event of a death in the immediate family of an employee.

SECTION 2 Immediate family is defined for the purpose of this Article to be father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, aunt, uncle, partner to a civil union as defined in P.A. No. 05-10, as amended, step-children, adopted children or any relative domiciled within an employee's household.

SECTION 3 In the event the funeral for a member of the immediate family is out of state, an extra day, or as many days of leave as is deemed necessary by the appointing authority shall be allowed.

SECTION 4 Personal Leave Days:

- A. Employees are annually entitled to three (3) personal leave days. The day can be used for any private or personal matter the employee chooses. The days are to be given with pay and cannot be accumulated.
- B. Employees shall normally give their immediate supervisor twenty-four (24) hours notice before taking a personal day unless there is an emergency or the immediate supervisor approves less notification.
- C. A new employee shall be eligible for one and one-half (1.5) personal leave days upon completion of six (6) months employment. Such employee shall be eligible for one and one-half (1.5) personal leave days upon completion of one (1) year of employment.

ARTICLE XVII
SICK LEAVE

SECTION 1 Sick leave shall be considered to be absence from work with pay for the following reasons:

- A. Illness or injury, except where directly connected to employment by an employer other than the City of Middletown.
- B. When the employee is required to undergo medical, optical, or dental treatment.
- C. A special leave shall be granted for attendance upon members of the immediate family where serious illnesses, supported by a doctor's certificate, requires the care of such employee, but said time will be subtracted from accrued sick leave. Immediate family is defined for the purpose of this Article to be father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, aunt, uncle, partner to a civil union as defined in P.A. 05-10, as amended, step-children, adopted children or any relative domiciled within an employee's household.

SECTION 2 Each permanent, full-time employee shall be credited with sick leave, with pay, at the rate of one and one-fourth (1 1/4) working days for each complete calendar month of service until the end of the fiscal year, and each fiscal year thereafter, each such employee shall accumulate sick leave, with pay at the rate of fifteen (15) days for each full fiscal year of service.

SECTION 3 Holidays and regular days off shall not be counted in computing sick leave taken.

SECTION 4 Unused days of sick leave with pay shall be accumulated from fiscal year to fiscal year and may be used for the purpose specified herein, if and when needed. Sick leave shall be granted for absence from duty because of illness, non-compensable bodily injury or disease or exposure to contagious disease.

SECTION 5 When an employee finds it necessary to be absent for any of the reasons specified herein, he/she shall cause the facts to be reported to his/her department head or Mayor's office one (1) hour before the hour to report for work, except where sufficiently extenuating office one (1) hour before the hour to report for work, except where sufficiently extenuating circumstances exist.

SECTION 6 The City may require sufficient proof for use of sick leave. The City will not normally require a doctor's certificate for absences of three (3) days or less, except in cases of suspected abuse.

SECTION 7 In cases of extreme emergency involving employees who, through serious or protracted illness, have used all of their accumulated sick leave, extensions of sick leave with pay and leaves of absence for sick leave purposes, may be granted to employees per the procedures outlined in the City of Middletown Code of Ordinances (Section 74-3 subsections A. through D). It is specifically understood by the Association that all extensions of sick leave with pay must be paid back to the City either by a deduction from future accrued sick leave or vacation time according to a method determined by the City's Finance Department or monetarily if the employee ceases employment with the City. Such reimbursement must occur prior to the City releasing any payment for accrued benefits or pension contributions.

SECTION 8 Sick leave earned in any month of service shall be available at any time during any subsequent month.

SECTION 9 Sick leave will continue to accrue during the time employees are on authorized sick leave or vacation time.

SECTION 10 No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal work week.

SECTION 11 Sick leave shall not accrue for any month the employee is on leave of absence without pay in aggregate or more than five (5) working days.

SECTION 12 An employee who retires or terminates his/her employment with the City shall be paid fifty percent (50%) of his/her accumulated sick leave, exempting, however, the amount to be paid shall not exceed one hundred (100) days pay. Full payment will be made by the City for any accumulated sick leave at the time of death in accordance with the limitations contained herein. Payment will be made to employee's spouse and children, in that order.

In the event that a member of the bargaining unit is terminated for just cause he/she will forfeit this benefit if it is decided by an Arbitrator, pursuant to Article XII Grievance Procedure, Subsection C. Step 3, that the just cause for which the employee was terminated was sufficient to deprive the employee of this benefit.

SECTION 13 Sick time at the rate of one and one-quarter (1¼) days a month shall accrue to each employee when, he/she is on Worker's Compensation, but shall not continue to accrue after twelve (12) months.

SECTION 14 Members of the Association shall have the option to be paid annually for thirty percent (30%) of the sick leave earned but not taken in the previous fiscal year. Said thirty percent (30%) of sick leave for which an employee receives compensation under this subsection will be removed from the employee's sick leave account. If the employee wishes to keep all of his/her accumulated sick leave from the previous fiscal year and not receive the monetary option, the full one hundred percent (100%) of unused sick leave shall be added to the employee's sick leave account.

ARTICLE XVIII
EDUCATION

SECTION 1 Members of the Association will continue to have conference and training budget funds available to them, in levels established by the Common Council, for educational purposes approved by the appointing authority.

SECTION 2 Members of the Association shall be allowed to continue, as heretofore, to attend conferences and meetings of their professional organizations in accordance with the constraints of their department's activities. Employee attendance at conferences, meetings or training programs will be considered hours of work, provided such attendance was requested and approved in advance. Department head requests will be approved by the Mayor; all other requests will be approved by the appropriate Department Head.

SECTION 3 Employees, who have completed their probationary period and are continuing their education in a job related area, shall be eligible for reimbursement for tuition and books up to a maximum amount of eight hundred dollars (\$800.00) per semester for a Grade of B or better.

ARTICLE XIX
SAVINGS CLAUSE

If any Article or Section of this Agreement is declared invalid or unconstitutional for any reason, such declaration shall not affect the Articles, Sections or portions thereof, which shall be valid.

ARTICLE XX
APPOINTMENTS

Any employees filling a position on an acting basis, as appointed by the Mayor, shall receive compensation in the salary grade of the position they are serving in, which will result in at least a growth step. A growth step shall be defined as an increase in salary which is equal to or more than the average monetary difference between the steps in the employee's former salary grade.

ARTICLE XXI
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1 The City will maintain an Employee Assistance Program (EAP) with the commitment and support of both management and employees.

SECTION 2 Confidentiality:

The Employee Assistance Program is a voluntary program and confidentiality will be maintained for all employees that avail themselves of the service of this program.

SECTION 3 Procedure For Referral:

- A. The employee may call the EAP directly for self-referral.
- B. The supervisor may make a referral when an employee's performance is affected.

SECTION 4 Responsibilities:

The responsibilities of the employee, his/her supervisor, and the union under the Employee Assistance Program will be as outlined in the City of Middletown Employee Assistance Program. Copies of the City's EAP program will be available to all employees upon request. Employees

may, as a condition of continued employment, be required to submit to a no notice laboratory testing procedure in order to validate their progress in a drug, chemical, substance or alcohol treatment program while serving a probationary period. Employees who undergo drug, chemical or alcohol treatment outlined and agreed to by the employee and the treating facility shall complete the program or be subject to discipline up to and including termination.

ARTICLE XXII
CLASSIFICATIONS/WAGE SCALES

SECTION 1 The job titles, and wage scales covering members of this bargaining unit are listed in the attached appendices of this Agreement.

SECTION 2 No change in the salary grade placement as set forth in Section 1 shall occur unless there is a "material" change in duties and responsibilities after the execution of this Agreement.

SECTION 3 Commencing July 1, 2006 and during the first ten (10) days following each July 1 thereafter, the Union shall have the opportunity to request that a Review Committee consider the labor grade placement of any position within the bargaining unit. No more than three (3) job titles may be considered by the Review Committee in any annual review.

The criteria for review shall be:

- 1. Change in the job duties and/or reorganization or technological development that significantly changes job responsibilities; or
- 2. The job description does not reflect the current duties and responsibilities of the assignment; or
- 3. Concerns that inadequate or incomplete information may have been provided to the evaluator; or
- 4. The alignment between jobs does not appear to reflect their appropriate relative value under the Maximus System.

The Review Committee will consist of two (2) members and an alternate appointed by the Union, two (2) members and an alternate appointed by the City, and one (1) member chose by the other members, if needed, as mutually agreed between the parties, who may be a City employee who is not a member of the Local 6092 bargaining unit. The Personnel Director shall chair the Committee and serve as one of the City members. The Committee shall be reconstituted upon the execution of each successor bargaining agreement unless otherwise mutually agreed.

The Committee shall establish operating procedures to govern its operations, including but not limited to:

- a. The forms for the submission of upgrading requests by bargaining unit members;
- b. Documentation that must be submitted with the request;
- c. That once a request is considered by the Committee, the same request cannot be submitted again for at least one (1) year; and
- d. That selection of candidates for review shall be by lottery.

The Committee will hear and act upon any request for review within sixty (60) days after it is received. Any recommendation of the Committee to change the labor grade placement or job description of a particular job class will be subject to review and approval by the Common Council. The Personnel Director agrees to support the recommendation of the Committee before the Common Council. Should the Common Council reject the recommendation of the Review Committee, the affected employee shall have the ability to appeal the decision to a mutually agreed upon Arbitrator, whose decision shall be final and binding.

ARTICLE XXIII **DRUG TESTING**

SECTION 1 The parties recognize the importance to the City, to bargaining unit employees and to the citizens of Middletown that the workforce remain free of the effects of illegal drugs or controlled substances on the job. The City has the right to conduct drug testing under the following circumstances:

- A. The City may require an employee to submit to drug testing if there is a reasonable suspicion that the employee may be under the influence of illegal or controlled substances. If an arbitrator is called upon to determine whether the City had "reasonable suspicion" to conduct a drug test in any given case, he or she shall not be bound by any external definition of that term.
- B. An employee's first confirmed positive test shall not be cause for termination, provided the employee agrees to participate in a treatment program as recommended by the City's EAP, successfully completes such program as well as any recommended follow-up, which may include a requirement of random testing, and provides whatever authorization is necessary to permit the City to verify compliance with the above. Said employee must submit to a fitness for duty exam before returning to work. An employee's second positive test result may be grounds for discharge.

- C. Refusal to submit to testing shall be considered the equivalent of a confirmed positive test result.

SECTION 2 The City has a right to test employees pursuant to regulations issued by Department of Transportation.

ARTICLE XXIV
PRIOR PRACTICES

The City and the Union agree that all prior memoranda and/or letters of understanding not discussed and specifically incorporated into this Agreement are null and void. Those memoranda/letters of understanding, attached hereto as Appendix , are hereby specifically incorporated into this Agreement.

ARTICLE XXV
VACANCY POSTINGS

Before filling any vacancy or newly created position in the bargaining unit, the City shall conduct a combined departmental/Citywide posting of the said position for a period of ten (10) working days and shall send a copy of such posting to the Association. Qualification examinations for internal City applicants for the position shall be administered within fifteen (15) days after the closing date of the posting unless unusual circumstances, including but not limited to acts of God, budget or financial circumstances or sickness prevent otherwise. The said position will be filled within fifteen (15) days thereafter provided the applicant(s) have met all of the necessary qualifications for the said position. If there are no qualified members of the bargaining unit for the said position, the City shall post the position as open-competitive.

ARTICLE XXVI
DURATION/SIGNATURE PAGE

SECTION 1 This Agreement shall remain in full force and effect to June 30, 2011.

SECTION 2 Negotiations for the execution of a contract for the year commencing July 1, 2011 shall be initiated on or about February 1, 2011 and continue thereafter at such time and places as may be agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives this _____ day of _____, AD 2007.

MIDDLETOWN MANAGERS AND
PROFESSIONAL ASSOCIATION
AFT LOCAL #6092, AFT-CT, AFL-CIO

CITY OF MIDDLETOWN

BY: _____
John J. Milardo
Its Acting President
Its Vice President

BY: _____
Sebastian N. Giuliano
Its Mayor

BY: _____
Filomena S. Prokop
Its Treasurer

BY: _____
Sandra Hutton Russo
Its Secretary

IN WITNESS OF:

MMPA
2006-2011 Schedule of Salary Grades

9	Food & Nutrition Manager
10	Custodial Manager Economic Development Specialist Manager of Accreditation, Research & Development Zoning & Wetlands Officer
11	Arts & Culture Coordinator Assistant Superintendent of Sanitation Assistant Superintendent of Water Distribution Clerk of the Common Council Manager of Transportation Services Superintendent of Water Pollution Control
12	Assistant Assessor Assistant Superintendent of Streets Chief Public Health Sanitarian Deputy City / Town Clerk Director of Consumer Protection Manager of Financial Operations
13	Deputy Assessor Director of Senior Services Superintendent of Recreation Superintendent of Water Distribution Superintendent of Water Sources
14	Chief Housing Code Enforcement Officer/Office Mgr Superintendent of Parks Superintendent of Streets & Sanitation Youth Services Coordinator
15	Chief Building Official Deputy Director Planning, Conservation & Development Environmental Resources Specialist Tax Collector
16	Assistant Chief Engineer – (Water & Sewer) Chief Communications Officer Chief Management Analyst City & Town Clerk Director of Human Relations Supervisor of Purchasing

MMPA
2006-2011 Schedule of Salary Grades

17	Assistant Director of Finance (2)
	Deputy Director of Water & Sewer
	Tax Assessor
18	Deputy Director of Public Works
19	Chief Engineer (Public Works - Water & Sewer)
	Director of Planning, Conservation & Development

APPENDIX B

OVERTIME GUIDELINES

SECTION 1 Both the City of Middletown and the Middletown Managers and Professionals Association hereby agree to the following rules and regulations regarding the overtime of the Superintendent of Parks, the Superintendent of Water Sources, Superintendent of Water Distribution, the Assistant Superintendent of Water Distribution and the Superintendent of Pollution Control:

- A. When appropriate, as determined by the Director of the Department, or his/her designee, after consultation with the appropriate Superintendent, the Superintendent of Parks, Superintendent of Water Sources, Superintendent of Water Distribution, Assistant Superintendent of Water Distribution, Superintendent of Pollution Control, Manager of Transportation Services, Superintendent of Streets and Sanitation, Assistant Superintendent of Streets and the Assistant Superintendent of Sanitation will direct and supervise employees working overtime on either a scheduled or unscheduled basis.
- B. In case of an emergency (i.e. Police or Fire Department call) due to vandalism, fire, break-ins, theft, etc., the Superintendent of Parks will call one or more employees in to perform the related work and supervise them.
- C. The appropriate Superintendent, when called in after normal working hours, will receive pay for hours actually worked.
- D. The City and the Association acknowledge that the Director of Food Services and Transportation is required to work beyond eight (8) hours in a day and forty (40) hours in a week on a regular basis in performance of duties in the supervision of all school bus transportation routes. Accordingly, the Director of Food Services and Transportation shall be paid overtime, limited to one and one-half (1½) hours per day Monday through Friday, maximum weekly hours not to exceed seven and one-half (7½) hours, for hours worked in excess of eight (8) hours a day or forty (40) hours in a week. Such additional hours in performance of transportation duties shall be authorized and certified by the Board of Education's Assistant Superintendent for Administration.

SECTION 2 The City and the Association agree that the current individuals occupying the positions cited in Section 1, hereinabove, shall be grandfathered as to the rules and regulations regarding overtime pay.

APPENDIX C

LAYOFFS

There shall be no layoffs in the bargaining unit, notwithstanding any other provisions of the Agreement during the life of this Agreement.

SALARY APPENDIX D
EFFECTIVE JULY 1, 2006 thru JUNE 30, 2007

(ANNUAL EQUIVALENTS ARE FOR INFORMATION PURPOSE ONLY)

	6 months at step 1	1 year at step 2	6 months at step 3	1 year at step 4	6 months at step 5	Maximum
Salary Schedule at 3% Increase 2006-2007						
grade 9	36,656.46	40,170.00	43,683.54	47,218.50	50,732.03	54,245.57
grade 10	39,398.74	43,169.36	46,961.41	50,732.03	54,524.08	58,294.70
grade 11	42,119.58	46,168.72	50,196.43	54,224.14	58,273.28	62,322.42
grade 12	44,819.01	49,146.66	53,431.46	57,737.68	62,022.48	66,350.13
grade 13	47,561.28	52,124.59	56,687.90	61,251.22	65,835.95	70,377.84
grade 14	50,282.13	55,102.53	59,922.93	64,764.75	69,585.15	74,405.55
grade 15	52,981.55	58,080.46	63,157.95	68,256.86	73,334.35	78,433.26
grade 16	55,723.82	61,079.82	66,435.82	71,770.40	77,126.40	82,482.40
grade 17	58,444.67	64,057.76	69,670.85	75,283.94	80,875.60	86,510.11
grade 18	61,165.52	67,014.27	72,905.87	78,776.05	84,667.65	90,516.40
grade 19	63,886.37	70,035.06	76,162.32	82,311.01	88,438.27	94,565.54

SALARY APPENDIX D
EFFECTIVE JULY 1, 2007 thru JUNE 30, 2008

(ANNUAL EQUIVALENTS ARE FOR INFORMATION PURPOSE ONLY)

	6 months at step 1	1 year at step 2	6 months at step 3	1 year at step 4	6 months at step 5	Maximum
salary schedule at 3.25% increase 2007-2008						
grade 9	37,847.80	41,475.53	45,103.25	48,753.10	52,380.82	56,008.55
grade 10	40,679.19	44,572.36	48,487.65	52,380.82	56,296.11	60,189.28
grade 11	43,488.47	47,669.20	51,827.82	55,986.43	60,167.16	64,347.89
grade 12	46,275.63	50,743.92	55,167.98	59,614.15	64,038.21	68,506.51
grade 13	49,107.02	53,818.64	58,530.26	63,241.88	67,975.62	72,665.12
grade 14	51,916.30	56,893.36	61,870.42	66,869.61	71,846.67	76,823.73
grade 15	54,703.45	59,968.08	65,210.59	70,475.21	75,717.72	80,982.35
grade 16	57,534.85	63,064.92	68,594.99	74,102.94	79,633.01	85,163.08
grade 17	60,344.12	66,139.64	71,935.15	77,730.66	83,504.06	89,321.69
grade 18	63,153.40	69,192.24	75,275.31	81,336.27	87,419.35	93,458.18
grade 19	65,962.67	72,311.20	78,637.60	84,986.12	91,312.52	97,638.92

SALARY APPENDIX D
EFFECTIVE JULY 1, 2008 thru JUNE 30, 2009

(ANNUAL EQUIVALENTS ARE FOR INFORMATION PURPOSE ONLY)

	6 months at step 1	1 year at step 2	6 months at step 3	1 year at step 4	6 months at step 5	Maximum
salary schedule at 3.25% increase 2008-2009						
grade 9	39,077.85	42,823.48	46,569.11	50,337.57	54,083.20	57,828.83
grade 10	42,001.27	46,020.97	50,063.50	54,083.20	58,125.74	62,145.43
grade 11	44,901.85	49,218.45	53,512.22	57,805.99	62,122.59	66,439.20
grade 12	47,779.58	52,393.10	56,960.94	61,551.61	66,119.45	70,732.97
grade 13	50,703.00	55,567.75	60,432.49	65,297.24	70,184.83	75,026.74
grade 14	53,603.58	58,742.39	63,881.21	69,042.87	74,181.69	79,320.50
grade 15	56,481.31	61,917.04	67,329.93	72,765.66	78,178.54	83,614.27
grade 16	59,404.73	65,114.53	70,824.33	76,511.28	82,221.08	87,930.88
grade 17	62,305.31	68,289.18	74,273.04	80,256.91	86,217.94	92,224.65
grade 18	65,205.88	71,440.98	77,721.76	83,979.70	90,260.48	96,495.57
grade 19	68,106.46	74,661.31	81,193.32	87,748.16	94,280.17	100,812.18

SALARY APPENDIX D
EFFECTIVE JULY 1, 2009 thru JUNE 30, 2010

(ANNUAL EQUIVALENTS ARE FOR INFORMATION PURPOSE ONLY)

	6 months at step 1	1 year at step 2	6 months at step 3	1 year at step 4	6 months at step 5	Maximum
Salary Schedule at 3.5% Increase 2009-2010						
grade 9	40,445.58	44,322.30	48,199.03	52,099.39	55,976.11	59,852.84
grade 10	43,471.31	47,631.70	51,815.73	55,976.11	60,160.14	64,320.52
grade 11	46,473.41	50,941.10	55,385.15	59,829.20	64,296.89	68,764.57
grade 12	49,451.87	54,226.86	58,954.57	63,705.92	68,433.63	73,208.62
grade 13	52,477.60	57,512.62	62,547.63	67,582.65	72,641.30	77,652.67
grade 14	55,479.70	60,798.38	66,117.05	71,459.37	76,778.05	82,096.72
grade 15	58,458.16	64,084.14	69,686.48	75,312.45	80,914.79	86,540.77
grade 16	61,483.90	67,393.54	73,303.18	79,189.18	85,098.82	91,008.46
grade 17	64,485.99	70,679.30	76,872.60	83,065.90	89,235.57	95,452.51
grade 18	67,488.09	73,941.42	80,442.02	86,918.99	93,419.59	99,872.92
grade 19	70,490.19	77,274.45	84,035.08	90,819.35	97,579.98	104,340.61

SALARY APPENDIX D
EFFECTIVE JULY 1, 2010 thru JUNE 30, 2011

(ANNUAL EQUIVALENTS ARE FOR INFORMATION PURPOSE ONLY)

	6 months at step 1	1 year at step 2	6 months at step 3	1 year at step 4	6 months at step 5	Maximum
salary schedule at 4% increase						
2010-2011						
grade 9	42063.40	46095.19	50126.99	54183.36	58215.16	62246.95
grade 10	45210.17	49536.97	53888.35	58215.16	62566.54	66893.34
grade 11	48332.35	52978.74	57600.55	62222.37	66868.76	71515.16
grade 12	51429.94	56395.93	61312.75	66254.16	71170.98	76136.97
Grade 13	54576.71	59813.12	65049.54	70285.95	75546.95	80758.78
grade 14	57698.89	63230.31	68761.74	74317.74	79849.17	85380.59
grade 15	60796.49	66647.50	72473.94	78324.95	84151.39	90002.40
grade 16	63943.25	70089.28	76235.30	82356.75	88502.77	94648.80
grade 17	67065.43	73506.47	79947.50	86388.54	92804.99	99270.61
grade 18	70187.61	76899.07	83659.70	90395.75	97156.38	103867.84
grade 19	73309.80	80365.43	87396.49	94452.12	101483.18	108514.23

STEP MOVEMENTS:

It is agreed to and understood that the six (6) step salary schedule will apply to Appendices D and E, and step movement will occur according to the salary schedule in Appendix D.

SALARY APPENDIX E
EFFECTIVE JULY 1, 2006 through June 30, 2011

(ANNUAL EQUIVALENTS ARE FOR INFORMATION PURPOSE ONLY)

Shaded Payscales Not Currently Employed Positions In MMPA

MMPA Salary Payscale
7/1/2006 - 6/30/2011

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1							
7/1/2006	3.00%	7.15	7.84	8.53	9.22	9.90	10.59
7/1/2007	3.25%	7.38	8.09	8.81	9.52	10.22	10.93
7/1/2008	3.25%	7.62	8.36	9.09	9.83	10.55	11.29
7/1/2009	3.50%	7.89	8.65	9.41	10.17	10.92	11.68
7/1/2010	4.00%	8.20	8.99	9.79	10.58	11.36	12.15
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 2							
7/1/2006	3.00%	8.46	9.27	10.07	10.89	11.70	12.51
7/1/2007	3.25%	8.73	9.57	10.40	11.24	12.08	12.92
7/1/2008	3.25%	9.01	9.88	10.74	11.61	12.47	13.34
7/1/2009	3.50%	9.33	10.23	11.11	12.01	12.91	13.81
7/1/2010	4.00%	9.70	10.64	11.56	12.49	13.43	14.36
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 3							
7/1/2006	3.00%	9.77	10.72	11.65	12.60	13.52	14.47
7/1/2007	3.25%	10.09	11.07	12.03	13.01	13.96	14.94
7/1/2008	3.25%	10.42	11.43	12.42	13.43	14.42	15.43
7/1/2009	3.50%	10.79	11.83	12.85	13.90	14.92	15.97
7/1/2010	4.00%	11.22	12.30	13.37	14.46	15.52	16.61
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 4							
7/1/2006	3.00%	11.08	12.13	13.19	14.27	15.33	16.39
7/1/2007	3.25%	11.44	12.53	13.62	14.73	15.82	16.92
7/1/2008	3.25%	11.81	12.93	14.07	15.21	16.34	17.47
7/1/2009	3.50%	12.23	13.39	14.56	15.74	16.91	18.08
7/1/2010	4.00%	12.72	13.92	15.14	16.37	17.59	18.80
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 5							
7/1/2006	3.00%	12.39	13.59	14.77	15.98	17.16	18.34
7/1/2007	3.25%	12.79	14.03	15.25	16.49	17.72	18.94
7/1/2008	3.25%	13.21	14.48	15.75	17.03	18.29	19.56
7/1/2009	3.50%	13.67	14.99	16.30	17.63	18.93	20.24
7/1/2010	4.00%	14.22	15.59	16.95	18.33	19.69	21.05

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 6							
7/1/2006	3.00%	13.70	15.02	16.34	17.63	18.95	20.27
7/1/2007	3.25%	14.14	15.51	16.87	18.21	19.57	20.93
7/1/2008	3.25%	14.60	16.01	17.41	18.80	20.20	21.61
7/1/2009	3.50%	15.12	16.57	18.02	19.46	20.91	22.37
7/1/2010	4.00%	15.72	17.23	18.75	20.23	21.75	23.26
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 7							
7/1/2006	3.00%	15.02	16.46	17.90	19.33	20.79	22.23
7/1/2007	3.25%	15.51	16.99	18.48	19.96	21.46	22.95
7/1/2008	3.25%	16.01	17.55	19.08	20.61	22.16	23.70
7/1/2009	3.50%	16.57	18.16	19.75	21.33	22.93	24.53
7/1/2010	4.00%	17.23	18.89	20.54	22.18	23.85	25.51
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 8							
7/1/2006	3.00%	16.33	17.88	19.46	21.01	22.59	24.15
7/1/2007	3.25%	16.86	18.46	20.09	21.69	23.32	24.94
7/1/2008	3.25%	17.40	19.06	20.74	22.40	24.08	25.75
7/1/2009	3.50%	18.01	19.73	21.47	23.18	24.92	26.65
7/1/2010	4.00%	18.73	20.52	22.33	24.11	25.92	27.72
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 9							
7/1/2006	3.00%	17.62	19.31	21.00	22.70	24.39	26.08
7/1/2007	3.25%	18.20	19.94	21.68	23.44	25.18	26.93
7/1/2008	3.25%	18.79	20.59	22.39	24.20	26.00	27.80
7/1/2009	3.50%	19.45	21.31	23.17	25.05	26.91	28.78
7/1/2010	4.00%	20.22	22.16	24.10	26.05	27.99	29.93
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade10							
7/1/2006	3.00%	18.94	20.75	22.58	24.39	26.21	28.03
7/1/2007	3.25%	19.56	21.43	23.31	25.18	27.07	28.94
7/1/2008	3.25%	20.19	22.13	24.07	26.00	27.95	29.88
7/1/2009	3.50%	20.90	22.90	24.91	26.91	28.92	30.93
7/1/2010	4.00%	21.74	23.82	25.91	27.99	30.08	32.16
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 11							
7/1/2006	3.00%	20.25	22.20	24.13	26.07	28.02	29.96
7/1/2007	3.25%	20.91	22.92	24.92	26.92	28.93	30.94
7/1/2008	3.25%	21.59	23.66	25.73	27.79	29.87	31.94
7/1/2009	3.50%	22.34	24.49	26.63	28.76	30.91	33.06
7/1/2010	4.00%	23.24	25.47	27.69	29.91	32.15	34.38

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 12							
7/1/2006	3.00%	21.55	23.63	25.69	27.76	29.82	31.90
7/1/2007	3.25%	22.25	24.40	26.52	28.66	30.79	32.94
7/1/2008	3.25%	22.97	25.19	27.39	29.59	31.79	34.01
7/1/2009	3.50%	23.78	26.07	28.34	30.63	32.90	35.20
7/1/2010	4.00%	24.73	27.11	29.48	31.85	34.22	36.60

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 13							
7/1/2006	3.00%	22.87	25.06	27.25	29.45	31.65	33.84
7/1/2007	3.25%	23.61	25.87	28.14	30.40	32.68	34.94
7/1/2008	3.25%	24.38	26.72	29.05	31.39	33.74	36.07
7/1/2009	3.50%	25.23	27.65	30.07	32.49	34.92	37.33
7/1/2010	4.00%	26.24	28.76	31.27	33.79	36.32	38.83

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 14							
7/1/2006	3.00%	24.17	26.49	28.81	31.14	33.45	35.77
7/1/2007	3.25%	24.96	27.35	29.75	32.15	34.54	36.93
7/1/2008	3.25%	25.77	28.24	30.72	33.19	35.66	38.13
7/1/2009	3.50%	26.67	29.23	31.79	34.36	36.91	39.47
7/1/2010	4.00%	27.74	30.40	33.06	35.73	38.39	41.05

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 15							
7/1/2006	3.00%	25.47	27.92	30.36	32.82	35.26	37.71
7/1/2007	3.25%	26.30	28.83	31.35	33.88	36.40	38.93
7/1/2008	3.25%	27.15	29.77	32.37	34.98	37.59	40.20
7/1/2009	3.50%	28.10	30.81	33.50	36.21	38.90	41.61
7/1/2010	4.00%	29.23	32.04	34.84	37.66	40.46	43.27

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 16							
7/1/2006	3.00%	26.79	29.37	31.94	34.51	37.08	39.66
7/1/2007	3.25%	27.66	30.32	32.98	35.63	38.29	40.94
7/1/2008	3.25%	28.56	31.31	34.05	36.78	39.53	42.27
7/1/2009	3.50%	29.56	32.40	35.24	38.07	40.91	43.75
7/1/2010	4.00%	30.74	33.70	36.65	39.59	42.55	45.50

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 17							
7/1/2006	3.00%	28.10	30.80	33.50	36.19	38.88	41.59
7/1/2007	3.25%	29.01	31.80	34.58	37.37	40.15	42.94
7/1/2008	3.25%	29.95	32.83	35.71	38.59	41.45	44.34
7/1/2009	3.50%	31.00	33.98	36.96	39.94	42.90	45.89
7/1/2010	4.00%	32.24	35.34	38.44	41.53	44.62	47.73

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 18							
7/1/2006	3.00%	29.41	32.22	35.05	37.87	40.71	43.52
7/1/2007	3.25%	30.36	33.27	36.19	39.10	42.03	44.93
7/1/2008	3.25%	31.35	34.35	37.37	40.37	43.39	46.39
7/1/2009	3.50%	32.45	35.55	38.67	41.79	44.91	48.02
7/1/2010	4.00%	33.74	36.97	40.22	43.46	46.71	49.94

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 19							
7/1/2006	3.00%	30.71	33.67	36.62	39.57	42.52	45.46
7/1/2007	3.25%	31.71	34.77	37.81	40.86	43.90	46.94
7/1/2008	3.25%	32.74	35.89	39.04	42.19	45.33	48.47
7/1/2009	3.50%	33.89	37.15	40.40	43.66	46.91	50.16
7/1/2010	4.00%	35.25	38.64	42.02	45.41	48.79	52.17

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 20							
7/1/2006	3.00%	32.02	35.10	38.17	41.25	44.32	47.40
7/1/2007	3.25%	33.06	36.24	39.41	42.59	45.76	48.94
7/1/2008	3.25%	34.14	37.42	40.69	43.98	47.25	50.53
7/1/2009	3.50%	35.33	38.73	42.12	45.52	48.90	52.30
7/1/2010	4.00%	36.75	40.28	43.80	47.34	50.86	54.39

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 21							
7/1/2006	3.00%	33.33	36.53	39.73	42.93	46.12	49.33
7/1/2007	3.25%	34.41	37.72	41.02	44.33	47.62	50.93
7/1/2008	3.25%	35.53	38.95	42.35	45.77	49.17	52.59
7/1/2009	3.50%	36.78	40.31	43.83	47.37	50.89	54.43
7/1/2010	4.00%	38.25	41.92	45.59	49.26	52.93	56.60

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 22							
7/1/2006	3.00%	34.65	37.98	41.29	44.63	47.95	51.28
7/1/2007	3.25%	35.78	39.21	42.63	46.08	49.50	52.95
7/1/2008	3.25%	36.94	40.48	44.02	47.58	51.11	54.67
7/1/2009	3.50%	38.23	41.90	45.56	49.24	52.90	56.58
7/1/2010	4.00%	39.76	43.58	47.38	51.21	55.02	58.85

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 23							
7/1/2006	3.00%	35.95	39.40	42.85	46.31	49.75	53.20
7/1/2007	3.25%	37.12	40.68	44.24	47.81	51.37	54.93
7/1/2008	3.25%	38.32	42.00	45.68	49.37	53.04	56.71
7/1/2009	3.50%	39.66	43.47	47.28	51.10	54.89	58.70
7/1/2010	4.00%	41.25	45.21	49.17	53.14	57.09	61.05

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 24							
7/1/2006	3.00%	37.27	40.84	44.41	48.01	51.58	55.16
7/1/2007	3.25%	38.48	42.17	45.86	49.57	53.26	56.95
7/1/2008	3.25%	39.73	43.54	47.35	51.18	54.99	58.80
7/1/2009	3.50%	41.12	45.06	49.00	52.97	56.91	60.86
7/1/2010	4.00%	42.76	46.86	50.96	55.09	59.19	63.29

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 25							
7/1/2006	3.00%	38.57	42.27	45.98	49.67	53.37	57.08
7/1/2007	3.25%	39.83	43.65	47.47	51.28	55.11	58.94
7/1/2008	3.25%	41.12	45.06	49.02	52.95	56.90	60.85
7/1/2009	3.50%	42.56	46.64	50.73	54.80	58.89	62.98
7/1/2010	4.00%	44.26	48.51	52.76	56.99	61.25	65.50

APPENDIX F
MEMORANDUM OF UNDERSTANDING AND AGREEMENT
ARTS & CULTURE COORDINATOR

SECTION 1 It is agreed and understood that the position of the Arts & Culture Coordinator has been modified to eliminate the requirement to prepare or assist private organizations to prepare grant proposals for programs, and to prepare budget proposals for the Arts & Culture Office. In addition, the minimum experience and training was changed to reflect a bachelor's degree in fine arts, art administration, art history, or some closely related field or three (3) years of increasingly responsible art program administrative experience. This position will now be classified as a part-time, minimum of twenty (20) hours per week, not to exceed thirty-five (35) hours per week at any given time and will retain all the benefits as controlled by the provisions of the collective bargaining Agreement, including union dues. The new grade for this position will be Maximus Salary Grade 11.

SECTION 2 Hours of work for this position will be deemed flexible and subject to the requirements of the position. With the acceptance of this position within the MMPA bargaining unit, it does not set any present or future precedent in regards to future/present part-time positions or current bargaining unit members.

SECTION 3 Step movement on the salary schedules referenced in Section 4, herein shall be in accordance with the step movement schedule referenced in Appendix D of this Agreement.

SECTION 4 The salary range for Grade 11 Maximus is \$42,120 - \$71,510. The following schedules represent the breakout of yearly rate to an hourly rate for this position and grade:

APPENDIX G
SUMMARY OF MEDICAL / PRESCRIPTION / DENTAL BENEFITS

ATTACHMENT INDEX

- NETWORK POINT OF SERVICE
- OPEN ACCESS PLUS PLAN
- PRESCRIPTION DRUG PLAN NETWORK POINT OF SERVICE
- PRESCRIPTION DRUG PLAN OPEN ACCESS PLUS PLAN
- DENTAL PLAN