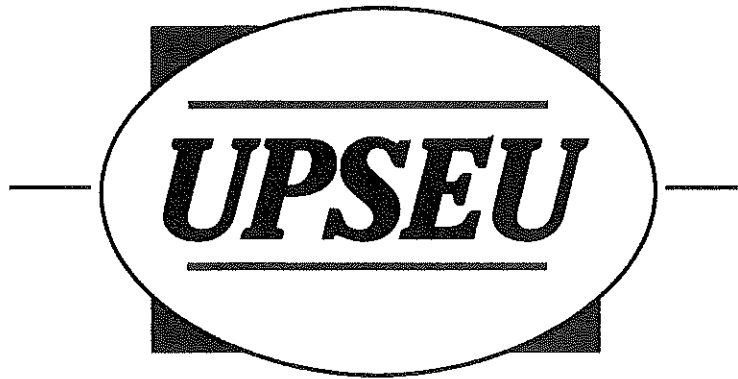


# **Town of Bloomfield**

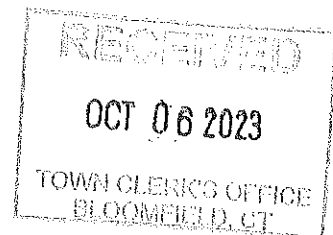
*By and Between*  
**TOWN OF BLOOMFIELD**  
*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
LOCAL 424 – UNIT 8**

**TOWN OF BLOOMFIELD CLERICAL EMPLOYEES**

**Expires June 30, 2025**



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## **PREAMBLE**

Section 1 This Agreement entered into by and between the Town of Bloomfield, State of Connecticut, hereinafter referred to as the Town, and UPSEU Local 424 Unit 8 hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of rates of pay, hours of work, working privileges, benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

## **ARTICLE I** **RECOGNITION**

Section 1 The Town of Bloomfield (hereinafter the "Town") recognizes UPSEU Local 424 Unit 8 (hereinafter the "Union") for the purposes of professional negotiations as the exclusive representative on matters of wages, hours and other conditions of employment for all clerical positions in the police department, public works, and Town Hall, including the zoning enforcement officer, excluding the Executive Secretary to the Town Manager and the Executive Secretary to the Personnel Director.

Section 2 It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work in the Town, and provide for orderly professional negotiation between the Town and the Union, and secure prompt and fair disposition of grievances so as to promote good relations between the Town and members of the bargaining unit.

Section 3 The Union shall furnish the Town with a list of its officers, executive committee members, stewards and alternate stewards, shall notify the Town of the area of representation of each steward and shall notify the Town as soon as possible in writing of any changes. Such notification shall be sent to the Town Manager or his/her designee. No officer, executive committee member, steward or alternate steward shall be recognized by the Town until such written notification of his/her appointment shall be received by the Town from a duly authorized officer of the Union.

## **ARTICLE II** **MANAGEMENT RIGHTS**

The Union recognizes that operation of the Town of Bloomfield and the direction of the working forces, including the right to hire, suspend or discharge for good and sufficient cause, and pursuant to the seniority articles of the Agreement, the right to relieve members of the bargaining unit from duties because of lack of work or economic or budgetary restrictions, are among the sole prerogatives of the Town of Bloomfield without limitation thereby; provided that no discrimination against any members of the bargaining units shall be permitted by this section; and any such suspensions or discharges shall be subject to the provisions of this Agreement relating to grievances.

It is further agreed that except to the extent expressly modified by a specific provision of this Agreement, the Town of Bloomfield reserves and retains solely and exclusively all of its rights of authority conferred by the Charter of the Town of Bloomfield, Connecticut, or the Connecticut General Statutes, as such rights existed prior to the execution of this or any other previous Agreement with the Union or its predecessor including the direction of its affairs and working forces, the maintaining of discipline and efficiency of employees, except that Union members shall not be discriminated against. Any complaint of discrimination shall be subject to the grievance procedure as set forth in Article V of this Agreement. The Agreement shall be construed as requiring Town officials and the Union and its membership to follow the procedures, agreements and policies prescribed herein, to the extent that they are applicable in the exercise of the authority conferred upon them by law.

### **ARTICLE III**

#### **UNION SECURITY AND DUES DEDUCTION**

Section 1 All present employees who are members of the Union upon the effective date of this Agreement shall be entitled to remain members. All eligible current and/or newly hired employees who are not members shall be entitled to become members of the Union.

Section 2 The Town will provide the Unit President and/or the UPSEU Labor Relations Representative with the name, work location, and work email address of a newly hired employee and any other information as required by Public Act 21-25.

Section 3 The Town agrees to deduct from the salary of all employees covered herein who authorize in writing such deductions from their salary, such dues and/or fees as may be fixed and certified to the Town by the Union and allowed by the law. The Town will remit to the Union on or before the tenth (10th) day of the following month in which such deductions are made, the aggregate of amounts collected, together with a list of employees from whose salary such sums have been deducted. Such authorized dues and/or fee deductions shall continue for the duration of this Agreement and any extensions thereof. The Union agrees that it will save the Town harmless from any claim for damages by reason of carrying out the provisions of this Agreement concerning the deduction from salary of such dues and fees, as hereinbefore mentioned.

Section 4 These deductions will be made on such paydays as are mutually agreeable to the Town and the Union.

Section 5 In the event an employee receives no pay on the payday on which Union dues are deducted, no deduction shall be made for that month.

### **ARTICLE IV**

#### **EMPLOYEE RIGHTS AND REPRESENTATION**

Section 1 Employees have and shall be protected in the exercise of their 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 a Union officer or representative or otherwise.

Section 2 Not more than two (2) officers, representatives or grievance committee members plus the grievant(s) shall be granted leave with full pay solely for the express purpose of meeting with the Town and its Supervisors in accordance with the Steps of the grievance procedure. Leave shall be granted upon proper notification to the applicable Town Supervisor.

Section 3 The members of the Union's bargaining committee, to a maximum of three (3) who are scheduled to work during the hours that a collective bargaining negotiation is held, shall be granted leave of absence without loss of pay or benefits for all meetings between the Employer, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereto. No more than one person per office division within a department, excluding the Union President, shall be absent for the purposes hereof unless approved by their supervisor.

Section 4 Any employee may, with permission of his/her supervisor, contact a steward during the working hours regarding an adverse action which could not be resolved at the time by a supervisor.

Section 5 Not more than three (3) members shall be off-duty on Union business leave with pay at the same time. The Union shall be required to submit the names of the three (3) members as far in advance as is practical. Union business leave shall be granted upon notice to the Director of Human Resources or her/his designee to attend Union-related conferences/training limited to an overall total of nine (9) days annually.

Section 6 The Town shall provide bulletin board space for the Union located in a designated area for the posting of notices concerning Union business and activity.

## **ARTICLE V** **GRIEVANCES**

Section 1 The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

Section 2 A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

1. Discharge, suspension or other disciplinary action.
- b) Charge of favoritism or discrimination
- c) Matters relating to the interpretation and application of the articles and sections of this Agreement.

Section 3 Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step from that which the employee has utilized. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

### Step One

Any employee who has a grievance shall reduce same to writing and submit it within fifteen (15) working days from the date of occurrence to the employee's supervisor, who shall use his/her best efforts to settle the dispute. The supervisor's decision shall be submitted to the employee and his/her representative within ten (10) working days of receipt of the grievance.

### Step Two

If no agreement is reached with the decision rendered, the Union shall submit the grievance, in writing, within five (5) working days to the Department Head. The Department Head shall render his/her decision in writing to the employee and his/her representative within ten (10) working days after receiving said grievance.

### Step Three

If the dispute is not resolved by the decision rendered by the head of the department, the employee or his/her representative shall submit the grievance in writing within ten (10) working days to the Town Manager.

Within ten (10) working days after receiving such grievance, the Town Manager shall call a hearing and give notice in writing to the employee filing the grievance and his/her representative, if any. The Town Manager shall have ten (10) working days within which to render a decision in writing to the employee and his/her representative, if any.

### Step Four

If the Town Manager's decision is not satisfactory to the employee, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration within twenty (20) days after receipt of the decision. The Union shall also notify the Town of said appeal. When agreed to by the Town and Union more than one grievance may be heard at a time. The arbitrator shall have no power to add to, subtract from, amend, alter or delete any provision of the Agreement but shall only have the power to interpret the specific terms of this Agreement. The arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages.

The decision of the arbitrator shall be final and binding upon both parties; however, both parties shall have a right of appeal to the courts in accordance with proceedings under the Connecticut General Statutes.

In the event of a discharge, the matter shall be referred to Step Four of the grievance procedure.

Section 4 The award of an arbitrator shall be final, conclusive and binding upon the Town, Union and employees. The fees and expenses of the arbitrator shall be borne equally by the Union and Town.

Section 5 Meetings If either of the parties related to the grievance process desires to meet for the purposes of oral discussion, a meeting shall be requested and if satisfactory to the other party, a meeting shall be promptly scheduled. Such procedure shall not extend the time limitations above.

Section 6 Time Extensions Time extensions beyond those set forth in this grievance procedure may be granted by mutual written agreement of both parties.

Section 7 Recording of Minutes or Testimony Either party shall have the right to employ at his/her or its, as the case may be, expense a public stenographer at any step of this procedure.

Section 8 Representation Either party shall have the right at his/her or its expense of choice of representation whenever representation is desired. The Town shall not recognize representation by an individual's personal lawyer unless the Union provides a Waiver of Union Representation signed by the grievant(s).

## **ARTICLE VI**

### **DISCIPLINARY ACTION/PERSONNEL FILES**

Section 1 No bargaining unit employee shall be subject to disciplinary action, discharge or suspension except for just cause. Progressive disciplinary action may consist of the following: verbal counseling; verbal warning or written warning; withholding of step (increment) from employees not at top (maximum) step only; disciplinary suspension; and termination of employment. Progressive discipline will be applied but is not required in acts of serious misconduct or performance deficiencies. Before any increment (step) is withheld, the employee shall be notified in writing that his/her performance has not improved. If the employee's level of performance reaches "satisfactory" after the withholding of the step, the salary step will be restored effective the first of the month following preparation of a performance evaluation confirming the improved level of performance. In no event shall the withholding of a step increment be for more than twelve (12) months. No increment (step) may be withheld for disciplinary/performance reason without the prior approval of the Town Manager.

Disciplinary action may be grieved in accordance with the Grievance Procedure set forth in Article V. An employee who is disciplined shall be provided with a copy of any disciplinary documentation that is placed within his/her personnel file.

Section 2 If, at any time, the Town elects to conduct an investigation or have a pre-disciplinary hearing to address the actions of any employee at which witnesses shall be called and interrogated, the employee shall have a right to be represented by counsel chosen or approved by the union or counsel of his/her choice if the Union allows the individual to execute a waiver of Union representation.

Section 3 Discipline shall be removed pursuant to F.O.I. regulations. If, for any reason, the chief record keeper refuses to grant such removal, said record shall be removed from the employee's file and placed in a separate locked file. The Town agrees that such document shall not be used in any personnel matter involving such employee. The time period for removal shall be:



1. Verbal Warning - Eighteen (18) months
2. Written Warning - Two (2) years
3. Step Withholding - One (1) year
4. Suspension - Three (3) years

Section 4 Copies of adverse documents such as warnings, evaluations by supervisors, accusative letters, etc. shall be given to the employee.

Section 5 In the event an immediate suspension of an employee is invoked, such suspension shall be designated as paid administrative leave pending the outcome of an investigation or a pre-disciplinary hearing. Such suspension shall be with regular base pay and shall be re-evaluated pending the outcome of a pre-disciplinary hearing.

Section 6 Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged or suspended without just cause. Disciplinary action normally shall follow in this order:

1. Verbal warning
2. Written warning
3. Suspension without pay
4. Discharge

All disciplinary action may be appealed through the established grievance procedure. It is agreed that the Town has the right to vary the above procedure where an offense is of such a nature as to warrant suspension or discharge.

Section 7 The Town Manager or designee shall not take disciplinary action in excess of a verbal warning upon a citizen complaint, unless said complaint is submitted in writing, except when the complaint is extremely serious, in which case a verbal complaint will be sufficient. Such written or verbal complaint, as the case may be, shall include a detailed description of the acts complained of and the names of any witnesses.

The Union President and the employee shall be immediately notified by the Town Manager or designee, if in his/her determination such is warranted. If any formal charges are to be made against the employee as a result of said complaint, a hearing shall be held in accordance with the provisions of this agreement. Members so charged may grieve adverse action through the grievance procedure.

Within seventy-two (72) hours, an investigation shall be initiated by the Town Manager or designee, if in his/her determination it is warranted. If any formal charges are to be made against the employee as a result of said investigation, a pre-disciplinary hearing shall be held.

Section 8 The Town shall, as soon as practicable, notify the Union in writing of any discharge or dismissal and the reason or reasons for such action.

Section 9 Each employee shall have the right to view and/or receive a copy of his/her personnel file upon request to the Town Manager or his/her designee in accordance with applicable law.

Section 10 Any discipline or adverse material placed in an employee's personnel file shall also be given to the employee and the Union President.

## **ARTICLE VII**

### **BEREAVEMENT LEAVE**

Section 1 An employee shall be allowed five (5) working days off with pay following the death of a member of his/her immediate family.

Section 2 Immediate family; as used in Section 1 above, shall include spouse, child, mother, father, brother, sister, step-child, step-parent, legal guardian, father-in-law, mother-in-law, grandchild, grandparent, aunt, uncle, legal ward, brother-in-law, sister-in-law, or with the approval of the department head, any other person living in the immediate household.

Section 3 An employee shall be allowed one day off with pay to attend a funeral for the death of a family member other than defined in Section 2 as immediate family.

Section 4 In hourly increments, a member may take up to two hours for attendance at a funeral during working hours for an individual not addressed in Section 2 or 3. Such leave shall be charged against the employee's personal or vacation leave, by choice of the employee.

## **ARTICLE VIII**

### **SENIORITY AND LAYOFF**

Section 1 Seniority shall be defined as the length of an employee's continuous service with the Town in bargaining unit jobs. Seniority shall be broken by either discharge, voluntary termination or termination of recall provision rights. Seniority shall not be broken by any leave authorized by the Agreement or by statute. In the event of a tie in seniority, hire date with the Town of Bloomfield will be used to compute seniority.

Upon written request, but no more than once per year, the Town shall furnish to the Union a seniority list showing the length of service of employees in the bargaining unit. Unless mistakes are brought to the attention of the Town Manager within ten (10) days of delivery of the list, the list shall be considered to be correct.

Seniority date for purposes of layoff and bumping for non-union Town employees joining the bargaining unit as members will be defined as the date they joined this bargaining unit. In the event of a tie in seniority, hire date with the Town of Bloomfield will be used to compute seniority. Benefits are calculated on Town seniority date.

Section 2 New employees shall not obtain seniority until they have completed a probationary period of one hundred twenty (120) working days, and such probationary employees may be terminated at the sole discretion of the Town for any reason whatsoever during the probationary period. Neither such employees nor the Union, or any other party on their behalf, shall have recourse to the grievance provisions of this Agreement. Absences of five (5) or more work days shall extend the probationary period for the same period of time.

Upon satisfactory completion of the employee's probationary period, seniority shall date back to the original date of employment.

Section 3 In matters of promotion, the promoted employee shall serve a trial period of one hundred twenty (120) days. The trial period of any employee may be extended for an additional period not to exceed forty (40) working days beyond the one hundred twenty (120) working day period. The Town will notify an employee prior to the expiration of the initial probationary period if he/she will be subject to an extension.

Section 4 A bargaining unit employee ordered into military service shall maintain his/her seniority provided he/she returns to work within one year after his/her discharge from the military service and has not taken employment elsewhere during that time.

Section 5 When the Town determines because of lack of work or economic necessity that layoffs are necessary, they shall take effect in the inverse order of seniority in the classification, provided that the senior employee is qualified, as determined by the Town Manager or his designee, to perform the remaining job, affected in the following order:

1. Temporary and seasonal employees;
2. Part-time probationary employees;
3. Full-time probationary employees; and
4. Regular employees.

Section 6 A regular employee scheduled for layoff under Section Five (5) above may bump an employee with less bargaining unit seniority in the following order, provided he/she provided he/she has the ability to perform the work of the position being accepted.

1. Within the same pay grade in the same department from which the employee is being laid off;
2. Within the same pay grade in a different department;
3. Within a lower pay grade in the same department from which the employee being laid off; and
4. Within a lower pay grade in a different department.

An employee exercising bumping rights under this provision shall be given a forty-five (45) working day probationary period to demonstrate his/her ability to do the job requirements. In its sole discretion; the Town may extend the probationary period for an additional thirty (30) working days. If the employee fails to perform his/her job duties during the probationary period to the Town's satisfaction, he/she shall then be allowed only one (1) other bump opportunity to displace a less senior employee in a position previously held by the bumping

employee, while in the employ of the Town of Bloomfield.

Section 7 The Town shall give an employee and the Union not less than one six (6) week written notice of layoff, stating the reason for such action. When practicable, additional advance notice shall be given. An employee shall have four (4) weeks from receipt of notification of layoff in which to exercise bumping rights pursuant to Section 5, herein.

The names of all employees on layoff shall be placed upon a recall list to be maintained by the Town Manager or his/her designee. Employees shall be entitled to recall for a period of twenty-four (24) months from the date of their layoff, except as provided below. During this time, such employees shall only be entitled to be recalled in order of seniority, provided he/she has the ability to perform the work of the position being accepted, and provided that no employee shall be guaranteed any job under this Agreement.

Section 8 An employee who has been laid off shall be responsible for keeping the Town informed as to his/her current mailing and email address if desired. The Town shall only be required to send any recall notice to the mailing and email address which are maintained in the Town's employment records. If such notices are returned as not deliverable, he/she shall be no longer eligible for recall and he/she shall have his/her name removed from the recall list.

An employee notified that an opening exists shall have five (5) working days from his/her receipt of the recall notice which shall be sent by certified mail, return receipt requested, as well as by email, to notify the office of the Town Manager of his/her availability. The recalled employee must then report to work within ten (10) working days from the receipt of the recall notice or shall no longer be eligible for recall and he/she shall have his/her name removed from the recall list.

Section 9 In the event that an employee is recalled to a position from a reemployment list but such position is in a lower salary grade than the class or classes for which his/her name is entered upon a reemployment list he/she may refuse the opening and he/she shall remain eligible for certification from the latest list; if accepted, the employee will be paid the lower salary grade rate based on her/his current step placement. Such employee is entitled to one refusal only and thereafter shall be removed from the certified list.

Section 10 There shall be no appointment from outside the bargaining unit until laid off employees eligible for rehire and qualified for the position involved are offered re-employment.

Section 11 Employees on layoff shall receive no benefits under this Agreement during the period of layoff and shall have no rights with respect to reemployment or bridging of seniority once their recall rights expire. If rehired thereafter, it will be as a new employee. Any member who was eligible for post-employment retiree benefits at the time of his/her layoff shall maintain their eligibility if rehired within the recall period.

## **ARTICLE IX**

### **WORKING RULES**

Section 1 For any work performed in a higher classification for more than four (4) hours, employees shall be paid at the higher rate of pay. A long-term assignment shall not exceed a three (3) month period per calendar year without approval from the union.

Section 2 The Union and the Town each consider that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this regard the Union shall encourage employees to conduct themselves in a professional manner on the job.

Section 3 All copies of written working rules and written directives of the Town affecting the working conditions of the employees of the bargaining unit shall be provided to the Union by the Town, upon request of the President of the Union, at reasonable times. The Town must negotiate any rules or directives that impact wages, hours or work conditions.

Section 4 Any employee who is required by the Town to attend any training or conference(s) shall be reimbursed any expenses associated with such training or conference(s). Time spent at required training shall be considered as time worked during normal scheduled work hours.

Section 5 When the Town requires an employee to use his/her personal automobile for Town business, such employee shall be reimbursed for the required travel at the rate established by the I.R.S. rate per mile traveled.

Section 6 Copies of all written working rules and directives affecting the employees of the bargaining unit shall be provided to the Union by the Town, upon request of the President of the Union.

Section 7 The Town shall distribute all payroll checks on a biweekly basis.

Section 8 Regular employees shall have first preference for all overtime work in their specific position. Seasonal and part-time employees may be hired to support the normal work force under the following conditions:

- a) Total hours in a twelve-month period cannot exceed 900 for any individual seasonal or part-time employee.
- b) All seasonal workers will be paid based on the PT-2 pay schedule. All part-time workers will be paid in accordance to the job title, as it appears in the pay schedule, starting with Step 1.
- c) Part-time workers get pro-rated benefits and seniority, however, employees working under 15 hours per week are not entitled to insurance, but those employees can purchase insurance at 100% of the employer's group rate at the employee's expense. Part-time employees are not eligible for pension benefits. Part-time employees shall have preference for full-time positions over outside applicants.

Seasonal employees are excluded from any benefits, seniority, grievance rights, bumping rights or permanent assignments.

No full-time bargaining unit position shall be reduced to a part-time position while a bargaining unit member is in the position.

- d) Temporary and part-time employees will be hired only after vacancies have been offered to laid off employees with active recall rights. In the event of any reduction in force for full-time bargaining unit positions all temporary and part-time positions shall be eliminated first.
- e) Temporary positions are defined as positions with a duration of no longer than 120 calendar days, pursuant to Labor Board guidelines.
- f) The hourly pay rate for temporary employees shall be as follows:

Temporary employees shall be paid based on the Step 1 rate for the job category that aligns with the work being performed.

## **ARTICLE X** **OVERTIME**

Section 1 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 actually worked in any week; paid time off, except for sick time, is included in hours worked.

Section 2 Hourly wages for hours worked between his/her regular assignment and forty (40) hours per week shall be paid at a rate equal to his/her regular hourly rate of pay.

Section 3 When the necessity to work overtime arises, the Town shall make such arrangements, as it believes appropriate to get the overtime work done. In the absence of volunteers, the Town may require employees to work overtime. In such situations employees shall be assigned mandatory overtime on a rotational basis within the affected classification(s) in inverse order of seniority.

Section 4 Except in emergencies and any other unplanned situations, the Town shall notify employees of planned overtime the day before the overtime work is scheduled.

Section 5 At any time an employee is called back to work after the end of his/her normal workday, he/she shall be guaranteed a minimum of four (4) hours pay.

Section 6 An employee called into work on Saturday shall be paid for a four (4) hour minimum at time and one half (1-1/2) for hours worked. An employee called into work on Sundays or holidays shall be paid for a four (4) hour minimum at twice the normal rate for hours worked.

Section 7 Employees may take compensatory time off in lieu of overtime monetary payment for all hours worked in excess of forty (40) hours actually worked in a work week at one and one-half (1½) hours of compensatory time for each hour of overtime; paid time off, except for sick time, is included in hours worked. Employees shall state a preference in writing if they want compensatory time in lieu of overtime pay. Compensatory time must be requested at least two (2) days in advance of use, except in case of an emergency, and will be granted based upon the operational needs of the Town.

## **ARTICLE XI**

### **HOLIDAYS**

Section 1 The Town shall provide the following paid holidays for all employees of the bargaining unit:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day

In the event any of the above-mentioned holidays falls on a Saturday, said holiday shall be observed on Friday; in the event the holiday falls on a Sunday, it shall be observed on Monday. Holiday pay rate (double normal rate in addition to the holiday pay of eight (8) hours) shall be paid for work done during the twenty-four (24) hours from 12:01 a.m. to 11:59 p.m. on the day that the holiday is observed by the Town.

Section 2 Employees who are off-duty on any of approved holidays above by reason of sick leave shall not be charged for a sick day but will be paid for the holiday. Likewise, employees who are on vacation shall not be charged for the vacation day but will be paid for the holiday.

Section 3 Employees shall not be paid for holiday leave unless they work the last day prior to the holiday and the first day after the holiday, unless such employees are on authorized leave. Authorized leave shall be as provided in the Definitions section of this Agreement.

## **ARTICLE XII**

### **VACATION AND PERSONAL TIME**

Section 1 Employees will be granted vacation benefits as follows:

<u>Years of Continuous Service</u>	<u>Vacation Time Earned</u>
6 <sup>th</sup> month anniversary	5 days
1 <sup>st</sup> year anniversary	5 additional days
2 <sup>nd</sup> – 4 <sup>th</sup> year anniversary	10 days
5 <sup>th</sup> – 9 <sup>th</sup> year anniversary	15 days
10 <sup>th</sup> year anniversary	20 days
11 <sup>th</sup> year anniversary	21 days
12 <sup>th</sup> year anniversary	22 days
13 <sup>th</sup> year anniversary	23 days
14 <sup>th</sup> year anniversary	24 days
15 <sup>th</sup> -19 <sup>th</sup> year anniversary	25 days
20 <sup>th</sup> + year anniversary	30 days

Part-time employees receive pro-rated vacation hours based upon the number of regularly scheduled weekly hours of work.

Employees hired on or after June 2, 2021, shall be granted vacation benefits as follows with part-time employees receiving pro-rated vacation hours based upon the number of regularly schedule hours per week. During a full-time employee's first year of service, two (2) of the five (5) vacation days may be advanced after three (3) months of continuous employment and prior to the full-time employee's sixth (6<sup>th</sup>) month anniversary date.

<u>Years of Continuous Service</u>	<u>Vacation Time Earned</u>
6 <sup>th</sup> month anniversary	5 days
1 <sup>st</sup> year anniversary	5 additional days
2 <sup>nd</sup> – 4 <sup>th</sup> year anniversary	10 days
5 <sup>th</sup> – 9 <sup>th</sup> year anniversary	15 days
10 <sup>th</sup> – 14 <sup>th</sup> year anniversary	20 days
15 <sup>th</sup> + year anniversary	25 days

Section 1 (a). Requests for vacation time by department for up to three (3) blocks of five (5) consecutive working days or a block of five (5) consecutive working days and a block of ten (10) consecutive working days shall be made in January of each year for the entire calendar year and shall be granted were practicable. Requests for vacation will be rotated in the department by seniority, i.e., the senior employee picks up to three (3) blocks of five (5) consecutive working days or a block of five (5) consecutive working days and a block of ten (10) consecutive working days and then the next senior employee picks up to three (3) blocks of five (5) consecutive working days or a block of five (5) consecutive working days and a block of ten (10) consecutive working days. After all employees in the department have chosen, as set forth herein, the most senior employee may again request up to three (3) blocks of five (5) consecutive working days or a block of five (5) consecutive working days and a block of ten (10) consecutive working days and then the next senior employee will choose up to three (3) blocks of five (5) consecutive working days or a block of five (5) consecutive working days and a block of ten (10) consecutive working days followed by the next most senior employee until all blocks of five (5) or ten (10) consecutive work days requested by employees are scheduled. For the purposes of vacation entitlement, the employee's anniversary date of employment shall be used.

Vacation requests of less than five (5) consecutive working days may be requested throughout the year and will be considered in order of the request based on the operational needs of the department and the vacation schedule of the department. For example, if two or more employees in a department submit a request for a vacation day on the exact same day for the same day(s) off, the request will be approved based upon the operational needs of the department and the most senior employee requesting the day(s) off will be granted the day(s). If, however, an employee submits a request for a vacation day(s) on a day prior to a more senior employee, the less senior employee will be granted the day(s) off, if approved. The Town will provide employees with a response to their vacation requests for less than five (5) consecutive working days within five (5) working days.

An employee's decision to cancel prearranged vacation time must be reported at least two (2) weeks in advance of the scheduled vacation time unless there is an emergency or it is otherwise approved by the department head.

## Section 2 - Personal Days

Regular full-time employees will be granted four (4) personal days per fiscal year on July 1, except that regular full-time employees in their first year of employment will receive pro-rated personal days depending on the



month in which they are hired according to the following schedule:

July, August, September	4 Days
October, November, December	3 Days
January, February, March	2 Days
April, May, June	1 Day

Personal days shall be requested at least forty-eight (48) hours in advance, except in cases of emergency approved by the supervisor. Personal time shall be taken in increments of no less than one (1) hour.

Section 3 In the event of death of an employee, the employee's estate shall be paid in full for all credited and pro-rata vacation accrual

Section 4 Any employee terminated or who resigns shall receive payment for all accrued vacation time rounded off up to the end of that month, except that the termination of any employee under Article VI shall result in the forfeiture of all accrued vacation days.

Section 6 Vacation time shall be taken in increments of no less than one (1) hour increments.

Section 7 If an employee wishes to be paid prior to taking vacation leave, he/she shall notify the department head at least ten (10) days in advance of the last pay period prior to going on vacation. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid to an employee in lieu of vacation.

Section 8 An employee shall not have more than two (2) times his/her annual accrual of vacation on the employee's anniversary date; vacation accrued in excess of two (2) times on an employee's anniversary date will be forfeited. Vacation time shall be noted on employee paystubs. The Town Manager or his/her designee, in his/her sole discretion, may approve an extension of time for an employee to use carryover vacation days, upon request by the employee.

In the event that an employee is unable to take a scheduled vacation due to exigent circumstances, including but not limited to, family emergencies, employee work responsibilities, and other unforeseen circumstances, the employee shall request that his/her vacation time be carried over for one (1) year.

Should the Town Manager unreasonably deny the carryover, the employee shall have the option of receiving payment for all accrued vacation time, which cannot be carried over. Said payment shall be made to the employee by the Town within ten (10) days of the Town Manager's denial of carry over.

### **ARTICLE XIII**

#### **LONGEVITY**

Section 1 The Town shall pay to each to each employee who qualifies as provided herein, a longevity stipend as follows:

- |                                    |                   |
|------------------------------------|-------------------|
| a. Eight (8) full years of service | \$495.00 annually |
|------------------------------------|-------------------|

- |  |                     |
|--|---------------------|
| b. Twelve (12) full years of service     | \$690.00 annually   |
| c. Eighteen (18) full years of service   | \$935.00 annually   |
| d. Twenty-two (22) full years of service | \$1,100.00 annually |

Employees hired after the issuance of the arbitration award in Case No. 2012-MBA-11 (May 30, 2013) shall be entitled to longevity in accordance with the following schedule:

- |                                       |                  |
|---------------------------------------|------------------|
| a. Fifteen (15) full years of service | \$700 annually   |
| b. Twenty (20) full years of service  | \$1,000 annually |

This longevity stipend shall be paid to all qualifying employees in a lump sum no later than fifteen (15) days after the annual anniversary date of employment. If an employee would have been entitled to a longevity stipend, but is not an employee of the Town, such employee shall not be entitled to a longevity stipend for the year most recently completed. Longevity bonuses shall be paid in a separate check.

Employees hired on or after April 24, 2017, shall not be entitled to receive longevity pay.

#### **ARTICLE XIV**

##### **SICK LEAVE, ATTENDANCE, ADDITIONAL LEAVE**

Section 1 Each full-time employee will be granted fifteen (15) working days per year for sickness. Part-time employees receive pro-rated sick leave based upon the number of regularly scheduled hours of work. If an employee is sick, he/she must call the supervisor, to report the absence. The leave shall accumulate to a maximum of one-hundred fifty (150) days.

Employees reporting sick must call within one (1) hour after starting time unless sufficiently limiting circumstances exist, in which case he/she shall report as soon as practicable.

Section 2 The department head or the Town Manager may require a doctor's certificate stating that the employee has sufficiently recovered from an illness to return to work after five (5) days of absence from work. No employee out sick for less than five (5) days shall be required to produce a doctor's certificate. A department head or the Town Manager may request a doctor's certificate when the employee's record indicates an abuse of sick time with notice to employee in advance of said request.

Section 3 Upon retirement or death, full payment shall be made for all accumulated sick leave. In the event of death, such payment shall be made to the employee's estate. Employees hired after the issuance of the decision in Case No 2012-MBA-11 (May 30, 2013) shall not be eligible for payment of accumulated sick leave upon retirement or death.

Section 4 Each employee shall receive additional perfect attendance time off at the rate of one-half (1/2) additional day for each forty (40) working days of perfect attendance without using sick leave or being late. Such days may be taken by mutual agreement between the department head and the employee. Late as used in this section shall mean more than six (6) minutes late. Any employee who has perfect attendance for any full year shall be given one (1) extra day off with pay. Employees hired on or June 2, 2021, shall not receive the

benefit detailed in Section 4, above.

Section 5 Upon voluntary termination by an employee, accrued sick leave shall be paid the employee in accordance with the following schedule:

- 1/5 after three (3) years
- 2/5 after seven (7) years
- 1/2 after ten (10) years
- 2/3 after fifteen (15) years
- 3/4 after twenty (20) years

Employees hired after the issuance of the decision in Case No. 2012-MBA-11 (May 30, 2013) shall not be eligible for payment of accrued sick leave upon termination of employment.

Dismissal for cause shall result in forfeiture of accrued sick leave.

Employees laid off shall be credited with any sick leave not paid out as referenced herein in the event such employee is recalled from layoff.

The parties further agree that if an employee on layoff is recalled for any temporary employment with the Town, such employee shall have their recall period extended on a day to day basis.

Section 6 The employer shall maintain an accurate and up-to-date record of each employee's sick leave and vacation time available; this information shall be included on employee paystubs.

Section 7 An employee who has reached the maximum accumulation of sick leave days, one hundred fifty (150) days, during the fiscal year will have the right to payment of fifty percent (50%) of the unused sick leave days over and above the employee's maximum accumulated sick leave days, provided that such employee has used less than half (1/2) of his/her current sick leave days. Accumulated sick leave days on record on June 30 will determine eligibility, and the rate of payment will be the current rate in effect on June 30th. The amount shall be payable within one (1) month after the end of the fiscal year and shall be subject to all deductions otherwise taken out of the employee's salary.

Section 8 In cases of extreme emergency involving valuable employees with a record of meritorious service, who through protracted and serious illness have used up all accumulated sick leave, compensating time off and vacation leave, an extension of sick leave beyond the maximum provided for in these rules may be granted by the Town Manager.

Section 9 A. Disabilities caused or contributed to by pregnancy miscarriage, abortion, childbirth and recovery there from shall be treated as temporary disabilities for all job-related purposes.

B. Any accrued paid sick leave shall be available for use during the period of such disability at the employee's option. Unpaid disability leave beyond accumulated sick leave shall be available for such reasonable period of time as a female employee is determined by the physician

to be disabled from performing her job because of pregnancy or conditions attendant thereto, and in no case shall exceed six (6) months duration. The Town shall have the right to obtain such determination from a physician of its own choice at no cost to the employee.

Female employees shall be granted five (5) days paid family leave for birth of her child prior to employee utilizing accrued sick leave or other leave for family leave.

Male employees shall be granted five (5) days paid family leave for birth of his child and shall be allowed to utilize accrued sick leave or other leave up to thirty (30) days.

C. During this leave of absence, the employee shall continue to accrue seniority, reemployment rights and continuation of medical insurance.

D. Any employee who becomes pregnant is requested to notify the Town Manager at least three (3) months prior to expected delivery.

Section 10 Employees shall be allowed ten (10) hours of paid leave per calendar year to attend physician's appointments which have been scheduled during normal work hours.

Employees hired on or after June 30, 2022, shall not receive the benefit detailed in Section 10, above. However, they can use accrued sick, personal, or vacation time to attend a physician's appointment which cannot be scheduled outside of normal work hours.

Section 11 Military Leave - Any Employee, who is an active member of the Connecticut National Guard, or a Federal military organization, shall be relieved of his/her duties, upon request, to serve under orders on training duty. The employee will be compensated by the Town, that difference between his/her guard pay or other military pay (as the case may be) and his/ her normal salary. The period of such relief shall include the eighty (80) working hours (for the mandatory two week training period). If an employee's drill weekends fall on his/her regularly scheduled workdays, the employee will be granted the time off at no cost to the employee, limited to one weekend per month. Any such absence shall not be deducted from the employee's accrued time.

## **ARTICLE XV**

### **EMPLOYEE GROUP INSURANCE**

Section 1 The Town agrees to provide the following medical insurance for employees and enrolled dependents as follows:

1. The Town shall offer members the option of a PPO Plan (Cigna Open Access Plus PPO) or an HDHP with a Health Savings Account ("HSA") (Cigna Open Access Plus HDHP). Any member hired on or after June 30, 2022, will have only the HDHP insurance plan offering available. The HDHP will have a \$2,000 deductible for individual coverage and a \$4,000 deductible for coverage of a single plus one or family coverage. Effective July 1, 2024, the

Town will contribute 50%-of the applicable deductible on a bi-annual basis (July and January); employees are responsible for the remaining 50% of the deductible. Upon the employee's hiring, he/she will be provided with a Health Reimbursement Arrangement ("HRA") rather than an HSA until July 1<sup>st</sup> of the next fiscal year. During this period of time, the Town will reimburse up to 50% of the applicable deductible; employees are responsible for the remaining 50% of the deductible. Bargaining unit members and their eligible dependents may enroll on an annual basis in this plan and must remain enrolled for the entire fiscal year. Plan summary is attached as Appendix I.

2. Wellness Program. The Town will contribute each fiscal year toward the HDHP deductible in the form of deposits into the employee's HSA or provide bank cards to employees in the PPO plan who complete the Town's voluntary health screening program, as follows:

- a. \$125 (HDHP) OR \$50 (PPO) if the employee has his/her physician complete the preventive care health attestation form utilized by the Town certifying that she/he has had the annual age-appropriate medical screening (as determined by his/her physician); and
- b. \$125 (HDHP) or \$50 (PPO) if the employee obtains biometric screening results from his/her physician and completes a health risk assessment on the insurance company's website utilizing the results of the biometric screening.

The specific tests performed and/or results of such tests are strictly confidential. The physician simply certified that the employee has taken the tests that the physician deems appropriate.

3. Effective August 28, 2023, employees shall contribute twenty-four and one-half percent (24.5%) towards the premium cost of the PPO Plan. Employees in the HDHP shall contribute sixteen and one-half percent (16.5%) towards the premium cost of the HDHP through payroll deduction.
4. Effective July 1, 2024, employees shall contribute twenty-five and one-half (25.5%) towards the premium cost of the PPO Plan and employees in the HDHP shall contribute seventeen percent (17%) towards the HDHP premium cost through payroll deduction.
5. The employee's portion of the premium cost share for dental coverage shall align with the percentage contributed to the premium cost of the HDHP health insurance plan.
6. The Town shall permit employees to have money deposited from payroll directly into her/his HSA on a pre-tax basis up to the maximum annual amount permitted by the IRS.
7. The Town will provide a premium conversion plan under IRS Section 125 so that employees may choose to have premium co-payment deducted on a pro-rated pre-tax basis.
8. The Town will make available to each retired full-time employee, and his/her enrolled dependents (in

accordance with the age and length of service requirements set forth in the Town of Bloomfield Pension Plan) the medical coverage provided to current bargaining unit employees, which shall be subject to change as a result of negotiations, provided the employee has contributed to the medical retiree fund for a minimum of ten (10) years. This coverage shall be provided from the day of retirement until the date upon which said employee becomes eligible for Medicare or some other national health insurance program or until Social Security Medicare age, whichever is sooner, except that coverage will not be extended to retirees who are eligible to receive health or life insurance benefits of a comparable nature, from or through another employer. The Town shall pay one hundred percent (100%) of the individual premium for the retirees and their dependents' coverage. For employees hired after November 1, 2012, the Town shall pay one hundred percent (100%) of the retiree's premium, and one hundred percent (100%) of the additional cost for spousal coverage. The Town shall pay one hundred percent (100%) of the cost of all other eligible dependent coverage for the first two years of the employee's retirement, after which the Town will pay fifty percent (50%) of the cost of said dependent coverage. Employee must certify annually that he has not become eligible for comparable coverage or, absent this declaration the town may discontinue the coverage. Employees hired on or after June 2, 2021, will not be entitled to receive retiree medical coverage and shall not contribute to the retiree medical fund.

9. Employees hired on or after April 24, 2017, will have 2.5% deducted from their gross paycheck each pay period to be put into a Town fund used for retiree medical coverage. Employees hired on or after July 1, 2017, but prior to July 1, 2018, will have 3.0% deducted from their gross paycheck each pay period to be put into a Town fund used for retiree medical coverage. Employees hired on or after July 1, 2018, will have 3.5% deducted from their gross paycheck each pay period to be put into a Town fund used for retiree medical coverage.

Section 2 The Town shall provide to each employee the following life insurance and disability coverage at no cost to the employee.

1. Life insurance equal to two (2) times annual salary rounded up to nearest \$1,000, with a double indemnity provision in the event of accidental death, and the long-term disability program presently in effect.

Section 3 All insurance benefits and services shall be subject to an "or equal" provision which shall allow the Town to effect whatever economies it may deem appropriate, provided there is no decrease in the benefit that is negotiated.

#### Section 4 WAIVER OF COVERAGE

1. Employees may voluntarily elect to waive in writing all health insurance coverage outlined above and, in lieu thereof, shall receive "in lieu of payments" for medical and/or dental at 50% of single coverage of the HDHP/HSA premium. Payment to those employees waiving such coverage shall be made in equal payments in twenty-six (26) pay periods. An employee covered by another Town of Bloomfield employee or retiree on the Town of Bloomfield medical and/or dental plan is not eligible for "in lieu of" payments.

2. Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, on written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.
3. "In lieu of payments" are effective on July 1 of each contract year. An employee eligible for "in-lieu" of payments must annually complete and submit a form provided by the Town indicating his/her intent not to participate in the Town provided medical and/or dental coverage. Each employee must annually present evidence satisfactory to the Town that they are covered under another insurance plan.
4. Waiver of premium procedures must be acceptable to the Town and the applicable insurance carrier(s).

## **ARTICLE XVI**

### **RETIREMENT**

Section 1 The present Town of Bloomfield Retirement Income Plan effective January 1, 2001, to December 31, 2024, is hereby incorporated herein and made a part hereof as though fully set forth herein (CIGNA Group Pension I.N.-1679 5A; however, the Plan is now Prudential [16795A]. The Town will notify the union of any change of the Administrator of the Plan.

Section 2 All employees hired on or after July 1, 2003, shall, in lieu of participation in the Town of Bloomfield retirement income plan, participate in the Town of Bloomfield IRS Defined Contribution Plan as provided in the provisions of the attached plan.

## **ARTICLE XVII**

### **WAGES**

Section 1 Effective and retroactive to July 1, 2022, for employees on the payroll on August 28, 2023, the wages for all positions covered by this Agreement shall increase by 2.5%.

Section 2 Effective and retroactive to July 1, 2023 for employees on the payroll on August 28, 2023, the wages for all positions covered by this Agreement shall increase by 2.5%.

Section 3 Effective July 1, 2024, the wages for all positions covered by this Agreement shall increase by 2.5%.

Section 4 Step increases shall be effective based either on the anniversary of the employee's date of hire or, if the employee is in a different classification than she/he was hired into, step increases shall be based upon the employee's anniversary date in her/his current classification. Step increases shall cease when the maximum rate

for that classification is reached.

Section 5 All employees shall be paid those hourly rates of pay as shown in Appendix A, which shall be provided by the parties.

Section 6 The bargaining unit member currently serving in the position of Civil Engineer, Level M at the time of the signing of this contract in 2007 shall continue to receive his current base salary, providing that he works a forty (40) hour week, to be increased by the annual negotiated pay raise. When said incumbent leaves Town service and a replacement employee is hired, that employee's title will be Wetlands Agent, and the salary for this new title will be at the rate set for the Wetlands Agent position.

### **ARTICLE XVIII**

#### **JURY DUTY**

Full-time and part-time employees shall be granted a leave of absence with pay for required jury duty. Part-time employees are eligible for payment only if jury duty occurs on a regularly scheduled work day. In such cases, the employee shall receive that portion of his/her regular salary, which will, together with the jury pay, equal his/her total salary for the same pay period. A copy of the check from the court must be provided to payroll prior to the end of the pay period. The employee shall notify his/her department head of the scheduled jury duty as soon as he/she receives notice so that appropriate arrangements may be made in advance.

### **ARTICLE XIX**

#### **HOURS OF WORK**

Section 1. A. All full-time clerical and secretarial employees, excluding some specified positions that work within the police department and the public works department, shall work Monday through Friday, 9:00 a.m. to 5:00 p.m., and shall receive a one (1) hour unpaid lunch period.

The regular work week for the Clerk Typist in the public works department shall be Monday through Friday 8:00 a.m. to 4:00 p.m. and shall receive a one (1) hour unpaid lunch period and two fifteen (15) minute breaks.

The regular work week for the Police Records Division Personnel in the police department shall be Monday through Friday 7:30 a.m. to 3:00 p.m.; 8:30 a.m. to 4:00 p.m.; or 9:00 a.m. to 4:30 p.m. and shall receive a one-half (1/2) hour unpaid lunch period and two fifteen (15) minute breaks.

B. Between June 1 and August 31, the Town and Union may by mutual agreement, modify the hours of operation in accordance with organizational needs. Any other changes in hours of operation will be made by mutual agreement between the Town and the Union.

Section 2 Hours of work shall be determined by the Town Manager consistent with the operational needs of the



Town and mutually agreed to by the Union.

Section 3 Each employee shall have two (2) fifteen (15) minute breaks daily at times approved by the employee's supervisor. Use of break time to shorten the work day or to extend the lunch period is not permitted.

## **ARTICLE XX** **HEALTH AND SAFETY**

Section 1 The Town and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees as soon as possible.

Section 2 Clothing or eyeglasses that are damaged under unusual circumstances while the employee is in the course of performing his/her responsibilities shall be replaced by the Town to the extent that such damage is due in no part to employee negligence.

## **ARTICLE XXI** **STABILITY OF AGREEMENT**

No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

## **ARTICLE XXII** **WORKERS' COMPENSATION**

Employees covered by the Agreement shall come under the terms of the Workers' Compensation Act for injury incurred in the line of duty, and will be retained on regular payroll status for twelve (12) months over a twenty-four (24) month rolling period.

The method of payment for workers' compensation benefits shall be: an employee out on job-related injury time will continue to receive the regular paycheck. After the claim is processed, and the insurance check is issued, the Town will adjust future payroll to accommodate the amount of the insurance check. Thus, the employee receives uninterrupted pay and the benefit of the tax-free workers' compensation amount. Any workers' compensation benefits for lump sum awards are excluded from this section. In the event that the employee is involved in a suit with a third party, relevant to a compensable injury, notice of such suit shall be provided to the Town. Any payments after the twelve (12) months over the twenty-four (24) month rolling period shall be in accordance with the Workers' Compensation Act.

**ARTICLE XXIII**  
**PROMOTIONS, NEW POSITIONS VACANCIES AND TRANSFERS**

Section 1 When the Town determines that a permanent vacancy exists and that it is going to fill the position, the Town will follow the procedure set forth below. For purposes of this Article, a permanent vacancy includes the creation of a new position in the bargaining unit and/or the replacement of a previous incumbent as a result of a termination, promotion or demotion.

Section 2 When the Town creates a new classification, it shall give written notice to the local Union president. The Union may request within thirty (30) days of the Town's written notice that the parties meet to negotiate an appropriate rate for such job classification. Any disputes arising as a result of such negotiations shall be resolved through the grievance and arbitration procedure of this Agreement. The Union may elect to process these grievances at the Town Manager's level through arbitration.

Section 3 All vacancies and positions covered by this Agreement shall be posted for a period of seven (7) working days on bulletin boards in the Town Hall before the Town acts to fill such vacancies. A copy of the job posting shall be given to the Union president or his/her designee.

Section 4 Employees who have successfully completed their probationary period and who desire to be considered for appointment to any such vacancy must submit their applications to the Human Resources Department. Union representatives may place into application the name of any employee who is absent from work during the posting period. However, nothing herein provided shall be construed as a guarantee that vacancies shall be filled from the existing employee force, nor shall anything in this Agreement be construed to imply tenure of position or location. The decision as to which, if any, of the interested employees shall be selected to fill a vacancy shall be within the sole discretion of the Town.

Section 5 The Town will appoint the applicant who possesses greater skill and ability, including but not limited to, reliability and demonstrated performance, based upon a written exam and/or an oral exam and past employment record. If two employee applicants are equal in skill and ability, then the applicant with the greater seniority in the bargaining unit shall be offered the position. The Town may fill a permanent vacancy from outside the bargaining unit if no qualified applicant applies from within the bargaining unit.

Section 6 A. The promoted employee shall be given a trial period of one hundred twenty (120) working days which may be extended at the discretion of the Town for an additional forty (40) working days. The employee who fails to satisfactorily complete the trial period will be returned to his/her former position provided that the position is still in existence or will be allowed to exercise such bumping rights as are provided for by this Agreement.

B. All members of the various classifications listed in Schedules A, B, and C shall be paid at a rate in accordance with the amount of service they have in that particular classification, except that any member advanced or promoted to a higher classification shall be paid the next higher rate of pay, not less than one (1) full step, over which he/she she was receiving at the lower classification.

- C. The Unit President shall be notified of all employee reclassifications.

**ARTICLE XXIV**  
**MISCELLANEOUS**

Section 1 When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.

Section 2 There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership and the Town.

Section 3 If there is any previously adopted personnel policy, rule or regulation of the Town, which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section 4 The Union's business representative shall 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. It is agreed that the Union business representative will report to the department head before talking to bargaining unit members.

Section 5 The Town of Bloomfield agrees to continue in force for the duration of this Agreement, for those benefits and privileges, previously granted to and enjoyed by the members of the bargaining unit but which may not be specifically mentioned herein, except in instances where such change is de minimus.

Section 6 The Town of Bloomfield employee performance evaluation plan ("plan") is attached here as Appendix B and made a part of this agreement, and shall take effect with respect to bargaining unit members on July 1, 2008, provided that the following adjustments shall be made to the evaluation plan for this bargaining unit only unless the parties otherwise in writing:

1. Notwithstanding any contrary provisions of the plan, employees shall have the right to use the contract's grievance and arbitration procedure to contest any action taken under the plan that adversely affects their employment status.
2. If the Town exercises its right to alter or amend the evaluation plan as provided in Section 5 of the management responsibilities section of the plan, any impact of such change shall be negotiated with the union.
3. Employees shall sign their performance evaluations as per Section 7 of the management responsibilities section of the plan, but the employee's signature does not mean acceptance of the contents and shall only be an acknowledgment that the employee has received the review.
4. Add the following sentence to the performance contracts section of the plan: "any time a meeting is held to place an employee on a performance contract, the union shall be notified and shall have the right to be present at the meeting."

5. The provisions of the plan appearing on page 15 of the plan, dealing with the withholding of a step advancement from an employee not at maximum step shall not be applicable (see instead -Article VI, Section 1 of this agreement)

Section 7 The Town shall provide electronic copies of the Agreement to bargaining unit members.

Section 8 Employees may accumulate up to twenty (20) perfect attendance days, which upon death, termination, or retirement, shall be payable at the rate of one day's pay for each perfect attendance day rounded to the next higher number for fractional days. Any days earned beyond 20 must be used in the year in which they are earned. Employees hired on or after July 1, 2021, shall not receive the benefit detailed in Section 8, above.

Section 9 Each employee, upon a request made to the Director of Human Resources or his/her designee, may review his/her personnel file. The Town agrees that it shall maintain each employee's personnel file in an orderly manner, as up-to-date as possible, and with correct information. Only one departmental file shall be maintained by the employer and said file shall be open to inspection by the employees.

Section 10 All employees shall participate in payroll through direct deposit.

#### **ARTICLE XXV**

#### **SEVERABILITY**

It is the understanding of the parties to this contract that each provision of this Agreement and any schedules or addenda hereto is severable and distinct from any other provision, schedule or addenda hereof and that the unenforceability or invalidity of anyone of said provisions, schedules or addenda shall not affect the remainder of this Agreement and this Agreement shall be read and construed as if said unenforceable or invalid portion had never been included herein.

#### **ARTICLE XXVI**

#### **COMPLIANCE WITH STATE AND FEDERAL LAWS**

It is the intention of the parties hereto that this Agreement complies with all State and Federal laws and any express conflict with any applicable section hereof shall be deemed amended to comply with said applicable State or Federal law. This Article shall not, however, change any substantive provision of this Agreement unless said conflict is clearly contrary to any said applicable law and is so held by the highest agency administrative, tribunal or State or Federal Court to which appeal can be taken or until the applicable period of appeal has expired.

#### **ARTICLE XXVII**

#### **DEFINITIONS**

When used in this Agreement, the following terms shall be defined as indicated:

Authorized Leave - Vacation, sick, earned, Workers' Compensation or personal time and any other special leave stipulated in the contract.

Board - Connecticut State Board of Mediation and Arbitration.

Working Days - Regularly scheduled days of work not including paid holidays or other authorized leave.

Call Back - Overtime of an emergency nature that requires the employee to return after normal hours to the work stations.

Planned Overtime - Overtime that occurs due to normal fluctuations in work load and is prescheduled and assigned in advance. Such overtime is paid on an hour by hour basis and is not subject to any minimum.

## **ARTICLE XXVIII**

### **TUITION**

The Town shall provide an education incentive to all employees who wish to actively pursue a college education to benefit their current employment, at a nationally accredited institution, in areas of study, with the approval in advance by the Town Manager or Department Head, up to the achievement of a Master's Degree.

- a. Reimbursement shall be at the rate of 80% reimbursement of tuition per semester, up to nine (9) credit hours per semester, based upon the cost of credit hours at the University of Connecticut, Storrs campus.
- b. Applicants for tuition reimbursement must be full time regular employees for at least one (1) year.
- c. To obtain reimbursement, the following documentation shall be submitted:
  1. A grade report from the college or university.
  2. Proof of payment of tuition and other charges,
- d. Participants will be required to sign an agreement stating that he/she will remain in the employ of the Town for a minimum of one (1) year after the completion of the degree program, or be liable to pay back the Town one hundred percent (100%) of the assistance received within the last year.

## **ARTICLE XXIX**

### **SAVINGS CLAUSE**

Section 1. The Town and the Union agree that if any provision of the Agreement is determined to be unlawful by a court or legal agency of competent jurisdiction or by legislative enactment, the remaining provisions shall remain in effect consistent with prevailing principles of contract interpretation.

**ARTICLE XXX**  
**DURATION**

This Agreement shall be effective upon execution and it shall remain in effect until June 30, 2025. This contract shall, after that date, remain in effect during negotiations until agreement is reached and signed to modify this Agreement. Upon agreement, all items agreed upon shall be retroactive. At least one hundred twenty (120) days before the expiration of this contract, the parties agree to meet and discuss a new Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed this 25<sup>th</sup> day of September, 2023.

**Town of Bloomfield**

By


  
Town Manager - Interim  
Paul Hammick

**UPSEU #, Local 424, Unit 8**

By

  
President

By

  
Kevin E. Boyle, UPSEU President

# Town of Bloomfield UPSEU - Plan Summary

## APPENDIX I

7-1-22 TO 6-30-25

	<u>PPO</u>	<u>HDHP with HSA</u>
Type of plan	CP PPO	HSA
HSA Funding	N/A	50%
<u><b>In Network</b></u>		
Deductible	N/A	\$2,000/4,000 (combined w/ OON)
Coinsurance	N/A	0%
Out of Pocket Maximum	\$6,850/13,700	\$2,000/4,000
Preventive Care	No charge	No Charge
Mammography	No charge	No Charge
Office visit copay	\$20	0% after ded.
Specialist visit copay	\$20	0% after ded.
X-ray & Lab (stand alone facility)	No copay	0% after ded.
High Cost Diagnostic	No charge	0% after ded.
Vision Exam	No charge	0% after ded.
Outpatient Rehab	\$20	0% after ded.
Chiropractic	\$20	0% after ded.
Emergency Room	\$75	0% after ded.
Urgent Care	\$50	0% after ded.
Outpatient Surgery	No charge	0% after ded.
Inpatient Services	\$100	0% after ded.
<u><b>Out of Network</b></u>		
Deductible	\$250/500/625	\$2,000/4,000 (combined w/ IN)
Coinsurance	20%	20%
Out of Pocket Maximum	\$1,250/2,500/3,125	\$4,000/8,000 (includes Ded and OON coinsurance)
<u><b>Prescription Drugs</b></u>		
<u>Retail</u>		
Generic	\$5	0% after ded.
Listed Brand	\$20	0% after ded.
Non Listed Brand	\$35	0% after ded.
<u>Mail Order</u>		
Generic	\$5	0% after ded.
Listed Brand	\$20	0% after ded.
Non Listed Brand	\$35	0% after ded.
Annual Rx Maximum	Unlimited	Unlimited
Cigna Rx Rider	PS 2	PS2

Appendix II  
UPSEU Salary Wage Schedule  
7-1-22 (2.5%)

PT GRADE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1		\$38,085.00	\$39,993.00	\$41,882.00	\$43,793.00	\$45,681.00	\$47,644.00
		\$1,464.81	\$1,538.19	\$1,610.85	\$1,684.35	\$1,756.96	\$1,832.46
		\$20,925.9	\$21,974.1	\$23,012.1	\$24,062.1	\$25,099.4	\$26,178.0
2		\$39,943.00	\$41,937.00	\$43,951.00	\$45,947.00	\$47,922.00	\$50,010.00
		\$1,536.27	\$1,612.96	\$1,690.42	\$1,767.19	\$1,843.15	\$1,923.46
		\$21,946.7	\$23,042.3	\$24,148.9	\$25,245.6	\$26,330.7	\$27,478.0
3		\$41,928.00	\$44,088.00	\$46,105.00	\$48,226.00	\$50,325.00	\$52,462.00
		\$1,612.62	\$1,695.69	\$1,773.27	\$1,854.85	\$1,935.58	\$2,017.77
		\$23,037.4	\$24,224.1	\$25,332.4	\$26,497.9	\$27,651.1	\$28,825.3
4	Tax Clerk I	\$45,564.00	\$47,843.00	\$50,093.00	\$52,396.00	\$54,702.00	\$56,945.00
		\$1,752.46	\$1,840.12	\$1,926.65	\$2,015.23	\$2,103.92	\$2,190.19
		\$25,035.1	\$26,287.4	\$27,523.6	\$28,789.0	\$30,056.0	\$31,288.4
5		\$47,973.00	\$50,399.00	\$52,784.00	\$55,167.00	\$57,596.00	\$59,937.00
		\$1,845.12	\$1,938.42	\$2,030.15	\$2,121.81	\$2,215.23	\$2,305.27
		\$26,358.9	\$27,691.7	\$29,002.1	\$30,311.6	\$31,646.1	\$32,932.4
6		\$50,361.00	\$52,882.00	\$55,401.00	\$57,925.00	\$60,440.00	\$63,208.00
		\$1,936.96	\$2,033.92	\$2,130.81	\$2,227.88	\$2,324.62	\$2,431.08
		\$27,670.9	\$29,056.0	\$30,440.1	\$31,826.9	\$33,208.9	\$34,729.7
7		\$52,894.00	\$55,533.00	\$58,177.00	\$60,824.00	\$63,486.00	\$66,122.00
		\$2,034.38	\$2,135.88	\$2,237.58	\$2,339.38	\$2,441.77	\$2,543.15
		\$29,062.6	\$30,512.6	\$31,965.4	\$33,419.7	\$34,882.4	\$36,330.7
8	Account Clerk	\$55,545.00	\$58,305.00	\$61,063.00	\$63,866.00	\$66,669.00	\$69,493.00
	Clerk Typist II	\$2,136.35	\$2,242.50	\$2,348.58	\$2,456.38	\$2,564.19	\$2,670.46
	Secretary	\$30,519.3	\$32,035.7	\$33,551.1	\$35,091.1	\$36,631.3	\$38,149.4
	Tax Clerk II						
9	Data Processing Aide	\$58,305.00	\$61,190.00	\$64,162.00	\$67,042.00	\$69,973.00	\$72,859.00
	Administrative Aide II	\$2,242.50	\$2,353.46	\$2,467.77	\$2,578.54	\$2,691.27	\$2,802.27
		\$32,035.7	\$33,620.9	\$35,253.9	\$36,836.3	\$38,446.7	\$40,032.4
10	Administrative Clerk	\$61,150.00	\$64,241.00	\$67,255.00	\$70,353.00	\$73,363.00	\$76,457.00
	Administrative Secretary	\$2,351.92	\$2,470.81	\$2,586.73	\$2,705.88	\$2,821.65	\$2,940.65
	Assistant Tax Collector	\$33,598.9	\$35,297.3	\$36,953.3	\$38,655.4	\$40,309.3	\$42,009.3
	Assistant Town Clerk						
11	Deputy Town Clerk	\$64,241.00	\$67,467.00	\$70,686.00	\$73,949.00	\$77,086.00	\$80,306.00
	IT Analyst	\$2,470.81	\$2,594.88	\$2,718.69	\$2,844.19	\$2,964.85	\$3,088.69
	Administrative Clerk II	\$35,297.3	\$37,069.7	\$38,838.4	\$40,631.3	\$42,355.0	\$44,124.1
	Deputy Tax Collector						
12		\$67,448.00	\$70,819.00	\$74,193.00	\$77,575.00	\$80,934.00	\$84,310.00
		\$2,594.15	\$2,723.81	\$2,853.58	\$2,983.65	\$3,112.85	\$3,242.69
		\$37,059.3	\$38,911.6	\$40,765.4	\$42,623.6	\$44,469.3	\$46,324.1
13	Administrative Analyst I	\$70,772.00	\$74,309.00	\$77,847.00	\$81,389.00	\$84,924.00	\$88,462.00
	GIS Specialist	\$2,722.00	\$2,858.04	\$2,994.12	\$3,130.35	\$3,266.31	\$3,402.38
	Assistant Law Enforcement Accreditation Mgr	\$38,885.7	\$40,829.1	\$42,773.1	\$44,719.3	\$46,661.6	\$48,605.4
14	Assistant Building Official	\$74,240.00	\$77,922.00	\$81,643.00	\$85,366.00	\$89,088.00	\$92,770.00
	Health Inspector	\$2,835.38	\$2,997.00	\$3,140.12	\$3,283.91	\$3,426.46	\$3,568.08
	Zoning Enforcement Officer	\$40,791.1	\$42,814.3	\$44,858.9	\$46,904.4	\$48,949.4	\$50,972.6
	Information Systems Tech						
15	Administrative Analyst II	\$78,006.00	\$81,894.00	\$85,784.00	\$89,717.00	\$93,647.00	\$97,537.00
	Assistant Assessor	\$3,000.23	\$3,149.77	\$3,299.38	\$3,450.65	\$3,601.81	\$3,751.42
	Wetlands Agent	\$42,860.4	\$44,996.7	\$47,134.0	\$49,295.0	\$51,454.4	\$53,591.7
16		\$81,896.00	\$86,023.00	\$90,085.00	\$94,206.00	\$98,277.00	\$102,385.00
		\$3,149.85	\$3,308.58	\$3,464.81	\$3,623.31	\$3,779.88	\$3,937.88
		\$44,997.9	\$47,265.4	\$49,497.3	\$51,761.6	\$53,998.3	\$56,255.4
17	Deputy Building Official	\$85,904.00	\$90,206.00	\$94,496.00	\$98,793.00	\$103,086.00	\$107,383.00
		\$3,504.00	\$3,469.46	\$3,634.46	\$3,799.73	\$3,964.85	\$4,130.12
		\$47,200.0	\$49,563.7	\$51,920.9	\$54,281.9	\$56,640.7	\$59,001.7
18		\$87,940.92	\$92,334.21	\$96,740.93	\$101,137.51	\$105,531.99	\$109,931.44
		\$3,466.92	\$3,640.08	\$3,813.85	\$3,987.15	\$4,160.38	\$4,333.85
		\$49,527.4	\$52,001.1	\$54,483.6	\$56,959.3	\$59,434.0	\$61,912.1

K:\Salary Schedules-Rate of Pay\2022\UPSEU Salary Schedules Rate of Pay-2022 (1)



Appendix III  
UPSEU Salary Wage Schedule  
7-1-23 (2.5%)

PT GRADE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1		\$39,037.00	\$40,993.00	\$42,929.00	\$44,888.00	\$46,823.00	\$48,835.00
		\$1,501.42	\$1,576.65	\$1,651.12	\$1,726.46	\$1,800.88	\$1,878.27
		\$21,4489	\$22,5236	\$23,5874	\$24,6637	\$25,7269	\$26,8324
2		\$40,942.00	\$42,985.00	\$45,050.00	\$47,096.00	\$49,120.00	\$51,260.00
		\$1,574.69	\$1,653.27	\$1,732.69	\$1,811.38	\$1,889.23	\$1,971.54
		\$22,4956	\$23,6181	\$24,7527	\$25,8769	\$26,9890	\$28,1649
3		\$42,976.00	\$45,190.00	\$47,258.00	\$49,432.00	\$51,583.00	\$53,774.00
		\$1,652.92	\$1,738.08	\$1,817.62	\$1,901.23	\$1,983.96	\$2,068.23
		\$23,6131	\$24,8297	\$25,9660	\$27,1604	\$28,3423	\$29,5461
4	Tax Clerk I	\$46,703.00	\$49,039.00	\$51,345.00	\$53,706.00	\$56,070.00	\$58,369.00
		\$1,796.27	\$1,886.12	\$1,974.81	\$2,065.62	\$2,156.54	\$2,244.96
		\$25,6610	\$26,9446	\$28,2116	\$29,5089	\$30,8077	\$32,0709
5		\$49,172.00	\$51,659.00	\$54,104.00	\$56,546.00	\$59,036.00	\$61,435.00
		\$1,891.23	\$1,986.88	\$2,080.92	\$2,174.85	\$2,270.62	\$2,362.68
		\$27,0176	\$28,3840	\$29,7274	\$31,0693	\$32,4374	\$33,7554
6		\$51,620.00	\$54,204.00	\$56,786.00	\$59,373.00	\$61,931.00	\$64,788.00
		\$1,985.38	\$2,084.77	\$2,184.08	\$2,283.58	\$2,382.73	\$2,491.85
		\$28,3626	\$29,7824	\$31,2011	\$32,6226	\$34,0390	\$35,5979
7		\$54,216.00	\$56,921.00	\$59,631.00	\$62,345.00	\$65,073.00	\$67,775.00
		\$2,085.23	\$2,189.27	\$2,293.50	\$2,397.88	\$2,502.81	\$2,606.73
		\$29,7890	\$31,2753	\$32,7643	\$34,2554	\$35,7544	\$37,2390
8	Account Clerk	\$56,934.00	\$59,763.00	\$62,590.00	\$65,463.00	\$68,336.00	\$71,168.00
	Clerk Typist II	\$2,189.77	\$2,298.58	\$2,407.31	\$2,517.81	\$2,628.31	\$2,737.23
	Secretary	\$31,2824	\$32,8369	\$34,3901	\$35,9687	\$37,5473	\$39,1033
	Tax Clerk II						
9	Data Processing Aide	\$59,763.00	\$62,720.00	\$65,766.00	\$68,718.00	\$71,722.00	\$74,680.00
	Administrative Aide II	\$2,298.58	\$2,412.31	\$2,529.46	\$2,643.00	\$2,758.94	\$2,872.31
		\$32,8369	\$34,4616	\$36,1351	\$37,7571	\$39,4077	\$41,0330
10	Administrative Clerk	\$62,679.00	\$65,847.00	\$68,936.00	\$72,112.00	\$75,197.00	\$78,368.00
	Administrative Secretary	\$2,410.73	\$2,532.58	\$2,651.38	\$2,773.54	\$2,892.19	\$3,014.15
	Assistant Tax Collector	\$34,4390	\$36,1797	\$37,8769	\$39,6220	\$41,3170	\$43,0593
	Assistant Town Clerk						
11	Deputy Town Clerk	\$65,847.00	\$69,154.00	\$72,459.00	\$75,798.00	\$79,013.00	\$82,314.00
	IT Analyst	\$2,532.58	\$2,659.77	\$2,786.65	\$2,915.31	\$3,038.96	\$3,165.92
	Administrative Clerk II	\$36,1797	\$37,9967	\$39,8093	\$41,6473	\$43,4137	\$45,2274
	Deputy Tax Collector						
12		\$69,134.00	\$72,589.00	\$76,048.00	\$79,514.00	\$82,957.00	\$86,418.00
		\$2,659.00	\$2,791.88	\$2,924.92	\$3,058.23	\$3,190.65	\$3,323.77
		\$37,9857	\$39,8840	\$41,7846	\$43,6890	\$45,5807	\$47,4824
13	Administrative Analyst I	\$72,541.00	\$76,167.00	\$79,793.00	\$83,424.00	\$87,047.00	\$90,674.00
	CIS Specialist	\$2,790.04	\$2,929.50	\$3,068.96	\$3,208.62	\$3,347.96	\$3,487.46
	Assistant Law Enforcement Accreditation Mgr	\$39,8577	\$41,8500	\$43,8423	\$45,8374	\$47,8280	\$49,8209
14	Assistant Building Official	\$76,096.00	\$79,870.00	\$83,684.00	\$87,500.00	\$91,315.00	\$95,089.00
	Health Inspector	\$2,926.77	\$3,071.92	\$3,218.62	\$3,365.38	\$3,512.12	\$3,657.27
	Zoning Enforcement Officer	\$41,8110	\$43,8846	\$45,9803	\$48,0769	\$50,1731	\$52,2467
	Information Systems Tech						
15	Administrative Analyst II	\$79,956.00	\$83,941.00	\$87,929.00	\$91,960.00	\$95,988.00	\$99,975.00
	Assistant Assessor	\$3,075.23	\$3,228.50	\$3,381.88	\$3,536.92	\$3,691.85	\$3,845.19
	Wetlands Agent	\$43,9319	\$46,1214	\$48,3126	\$50,5274	\$52,7407	\$54,9313
16		\$83,943.00	\$88,174.00	\$92,337.00	\$96,561.00	\$100,734.00	\$104,945.00
		\$3,228.58	\$3,391.31	\$3,551.42	\$3,713.88	\$3,874.38	\$4,036.35
		\$46,1226	\$48,4473	\$50,7346	\$53,0554	\$55,3483	\$57,6621
17	Deputy Building Official	\$88,052.00	\$92,461.00	\$96,858.00	\$101,263.00	\$105,663.00	\$110,068.00
		\$3,386.62	\$3,556.19	\$3,725.31	\$3,894.73	\$4,063.96	\$4,233.38
		\$48,3803	\$50,8027	\$53,2187	\$55,6390	\$58,0566	\$60,4769
18		\$92,394.00	\$97,008.00	\$101,639.00	\$106,258.00	\$110,874.00	\$115,497.00
		\$3,553.62	\$3,731.08	\$3,909.19	\$4,086.85	\$4,264.38	\$4,442.19
		\$50,7660	\$53,3011	\$55,8456	\$58,3836	\$60,9197	\$63,4599

K:\Salary Schedules-Rate of Pay\2023\UPSEU Salary Schedules Rate of Pay-2023 (1)

Appendix IV  
UPSEU Salary Wage Schedule  
7-1-24 (2.5%)

PT GRADE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1		\$40,013.00	\$42,018.00	\$44,002.00	\$46,010.00	\$47,994.00	\$50,056.00
		\$1,538.96	\$1,616.08	\$1,692.38	\$1,769.62	\$1,845.92	\$1,925.23
		\$21,985.1	\$23,086.9	\$24,176.9	\$25,280.3	\$26,370.3	\$27,503.3
2		\$41,966.00	\$44,060.00	\$46,176.00	\$48,273.00	\$50,348.00	\$52,542.00
		\$1,614.08	\$1,694.62	\$1,776.00	\$1,856.65	\$1,936.46	\$2,020.85
		\$23,058.3	\$24,208.9	\$25,371.4	\$26,523.6	\$27,663.7	\$28,869.3
3		\$44,050.00	\$46,320.00	\$48,439.00	\$50,668.00	\$52,873.00	\$55,118.00
		\$1,694.23	\$1,781.54	\$1,863.04	\$1,948.77	\$2,039.58	\$2,119.92
		\$24,203.3	\$25,450.6	\$26,614.9	\$27,839.6	\$29,051.1	\$30,284.6
4	Tax Clerk I	\$47,871.00	\$50,265.00	\$52,629.00	\$55,049.00	\$57,472.00	\$59,828.00
		\$1,841.19	\$1,933.27	\$2,024.19	\$2,117.27	\$2,210.46	\$2,301.08
		\$26,302.7	\$27,618.1	\$28,917.0	\$30,246.7	\$31,578.0	\$32,872.6
5		\$50,401.00	\$52,950.00	\$55,457.00	\$57,960.00	\$60,512.00	\$62,971.00
		\$1,938.50	\$2,036.54	\$2,132.98	\$2,229.23	\$2,327.38	\$2,421.96
		\$27,692.9	\$29,093.4	\$30,470.9	\$31,846.1	\$33,248.3	\$34,599.4
6		\$52,911.00	\$55,559.00	\$58,206.00	\$60,857.00	\$63,500.00	\$66,408.00
		\$2,035.04	\$2,136.88	\$2,238.69	\$2,340.65	\$2,442.31	\$2,554.15
		\$29,072.0	\$30,526.9	\$31,981.3	\$33,437.9	\$34,890.1	\$36,487.9
7		\$55,571.00	\$58,344.00	\$61,122.00	\$63,904.00	\$66,700.00	\$69,469.00
		\$2,137.35	\$2,244.00	\$2,350.85	\$2,457.85	\$2,565.38	\$2,671.88
		\$30,533.6	\$32,057.1	\$33,583.6	\$35,112.1	\$36,648.3	\$38,169.7
8	Account Clerk	\$58,357.00	\$61,257.00	\$64,155.00	\$67,100.00	\$70,044.00	\$72,947.00
	Clerk Typist II	\$2,244.50	\$2,356.04	\$2,467.50	\$2,580.77	\$2,694.00	\$2,805.65
	Secretary	\$32,064.3	\$33,657.7	\$35,250.0	\$36,868.1	\$38,465.7	\$40,080.7
	Tax Clerk II						
9	Data Processing Aide	\$61,257.00	\$64,288.00	\$67,410.00	\$70,436.00	\$73,515.00	\$76,547.00
	Administrative Aide II	\$2,356.04	\$2,472.62	\$2,592.69	\$2,709.08	\$2,827.50	\$2,944.12
		\$33,657.7	\$35,323.1	\$37,038.4	\$38,701.1	\$40,392.9	\$42,058.9
10	Administrative Clerk	\$64,246.00	\$67,493.00	\$70,659.00	\$73,915.00	\$77,077.00	\$80,327.00
	Administrative Secretary	\$2,471.00	\$2,595.88	\$2,717.65	\$2,842.88	\$2,964.50	\$3,089.50
	Assistant Tax Collector	\$35,300.0	\$37,084.0	\$38,823.6	\$40,612.6	\$42,350.0	\$44,135.7
	Assistant Town Clerk						
11	Deputy Town Clerk	\$67,493.00	\$70,883.00	\$74,264.00	\$77,693.00	\$80,988.00	\$84,372.00
	IT Analyst	\$2,595.88	\$2,726.27	\$2,856.31	\$2,988.19	\$3,114.92	\$3,245.08
	Administrative Clerk II	\$37,084.0	\$38,946.7	\$40,804.4	\$42,688.4	\$44,498.9	\$46,358.3
	Deputy Tax Collector						
12		\$70,862.00	\$74,404.00	\$77,949.00	\$81,502.00	\$85,031.00	\$88,578.00
		\$2,726.46	\$2,861.69	\$2,998.04	\$3,134.69	\$3,270.42	\$3,406.85
		\$38,935.1	\$40,881.3	\$42,829.1	\$44,781.3	\$46,720.3	\$48,669.3
13	Administrative Analyst I	\$74,335.00	\$78,071.00	\$81,788.00	\$85,510.00	\$89,223.00	\$92,941.00
	GIS Specialist	\$2,859.81	\$3,002.73	\$3,145.69	\$3,288.85	\$3,431.65	\$3,574.65
	Assistant Law Enforcement Accreditation Mgr	\$40,854.4	\$42,896.1	\$44,938.4	\$46,983.6	\$49,023.6	\$51,066.4
14	Assistant Building Official	\$77,998.00	\$81,867.00	\$85,776.00	\$89,688.00	\$93,598.00	\$97,466.00
	Health Inspector	\$2,999.92	\$3,148.73	\$3,299.08	\$3,449.54	\$3,599.92	\$3,748.69
	Zoning Enforcement Officer	\$42,856.0	\$44,981.9	\$47,129.7	\$49,279.1	\$51,427.4	\$53,552.7
	Information Systems Tech						
15	Administrative Analyst II	\$81,955.00	\$86,040.00	\$90,127.00	\$94,259.00	\$98,388.00	\$102,474.00
	Assistant Assessor	\$3,152.12	\$3,309.23	\$3,466.42	\$3,625.35	\$3,784.15	\$3,941.31
	Wetlands Agent	\$45,030.3	\$47,274.7	\$49,520.3	\$51,790.7	\$54,059.3	\$56,304.4
16		\$86,042.00	\$90,378.00	\$94,645.00	\$98,975.00	\$103,252.00	\$107,569.00
		\$3,309.31	\$3,476.08	\$3,640.19	\$3,806.73	\$3,971.23	\$4,137.27
		\$47,275.9	\$49,658.3	\$52,002.7	\$54,381.9	\$56,731.9	\$59,103.9
17	Deputy Building Official	\$90,253.00	\$94,773.00	\$99,279.00	\$103,795.00	\$108,305.00	\$112,820.00
		\$3,471.27	\$3,645.12	\$3,818.42	\$3,992.12	\$4,165.58	\$4,339.23
		\$49,589.6	\$52,073.1	\$54,548.9	\$57,030.3	\$59,508.3	\$61,989.0
18		\$94,704.00	\$99,433.00	\$104,180.00	\$108,914.00	\$113,646.00	\$118,384.00
		\$3,642.46	\$3,824.35	\$4,006.92	\$4,189.00	\$4,371.00	\$4,553.23
		\$52,035.1	\$54,633.6	\$57,241.7	\$59,842.9	\$62,442.9	\$65,046.1

Appendix V  
Town of Bloomfield Performance Evaluation System

**Town of Bloomfield**  
**PERFORMANCE EVALUATION SYSTEM**

July 1, 2004

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## OVERVIEW OF THE PERFORMANCE EVALUATION SYSTEM

*"I am an employee whose performance is consistently outstanding and who regularly performs more work than is expected of him/her and my position. I have been here for 20 years, and do everything in my job description. Why am I now required to be evaluated?"*

An employee's contribution, and the recognition for that contribution, should be addressed through the performance evaluation process not the job description. A job description focuses on the job duties and responsibilities of a position and the minimum qualifications necessary to perform the job, rather than the employee occupying the job.

The core mission of Bloomfield Town Government is to provide essential services to its citizens. Meeting this commitment requires that each employee performs his or her job as ably and capably as possible. A fundamental management responsibility is the planning, observation, evaluation, and development of employee job performance. Taken together, these activities constitute the process of Performance Management. The concept behind this performance evaluation system is really quite simple: a supervisor needs to communicate what he or she expects the employee to do, then observe the employee's performance and provide feedback, and finally review the employee's performance in relation to the pre-established expectations.

### Purpose of Performance Management

Performance management is an effective supervisory tool that can enhance the productivity and motivation of employees. Clear job responsibilities and expectations are established in relation to organizational goals and objectives. Continuous feedback is provided to improve communication between employees and supervisors. Formal performance reviews document and evaluate performance in relation to established expectations.

### Objectives of Performance Management

- Fair, Consistent Treatment of All Employees
- Job responsibilities and expectations are clearly defined and effectively communicated with employees.
- Job responsibilities, expectations, and performance evaluations are documented.
- Improve Communication between Supervisor and Employee
- Employees and supervisors work together to reach a mutual understanding of job responsibilities and expectations for performance.
- Frequent and constructive communication about job performance takes place between the supervisor and the employee.
- Improve Job Performance and Day-to-Day Performance Management
- Individual performance expectations are aligned with agency or department mission, goals, and objectives.
- Employees are recognized for a job well done and are provided constructive feedback to pinpoint areas for development and improvement.
- Employee Growth and Development
- Employee's development and training needs are identified.
- Employee career growth is encouraged and supported.

### THREE PHASES OF PERFORMANCE EVALUATIONS

1. Performance Planning
  - A During this phase, the supervisor and the employee meet to discuss the duties of the position and what constitutes successful performance of these duties. This meeting will give the employee a clear understanding of his or her job and the supervisor's expectations for satisfactory performance.
  - B A performance-planning meeting should take place when an employee is hired or promoted, and at least once a year otherwise.
  - C Career development is an important part of the planning phase. It provides the opportunity to discuss employee interest in activities, which could develop new knowledge, skills, abilities, and further career goals. Career development should be discussed at least once a year, where appropriate.
2. Performance Observation & Feedback
  - A Performance observation and feedback should be conducted throughout the year. The overall effectiveness of the performance management process depends on regular feedback. During this phase, the supervisor should observe and document performance. It is important for the supervisor to communicate regularly with the employee to recognize where expectations are being met and provide an avenue for correction where expectations are not being met.
  - B Ongoing communication between supervisor and employee helps to ensure that there are no "surprises" when the annual performance review is held.
3. Performance Review
  - A Performance reviews are normally completed annually near the anniversary of the employee's original hire anniversary date. A meeting to discuss the review will be held generally within 45 days of the employee's anniversary date.
  - B Performance reviews for department heads reporting to the Town Manager, will be completed prior to July 1<sup>st</sup>, regardless of anniversary date.
  - C The supervisor should review performance documentation and evaluate the employee's actual performance over the entire year compared to the performance expectations established. A performance review conference should be scheduled with the employee to discuss performance effectiveness and begin planning for the next review period.
  - D The performance review should be a cooperative effort between employee and supervisor.

### PERFORMANCE RATING CRITERIA

Rating Area	Description
Quality of work:	The ability to produce work with accuracy and correctness
Quantity of work:	Production relative to what is expected
Job knowledge:	The degree of mastery of details of all phases of the job, including use of method, tools, and materials
Organization of work	The ability to work independently, and plan, arrange, and complete work with minimal supervision & oversight
Technical skills/knowledge:	Degree of knowledge of the technical aspects and skills of the position
Cost Consciousness	Conserves organizational resources
Safety:	Attention to, and observance of the Town of Bloomfield safety rules and practices
Attendance:	Observance of work schedule, understanding of leave utilization and compliance with attendance requirements
Initiative:	Desire to seek, attain, and achieve goals; seeks additional responsibility; willingness to do more than the minimum
Dependability & Reliability:	Keeps commitments; takes responsibility for actions. Completes tasks on time
Responsiveness and Adaptability:	Ability to handle changing conditions, and to work under pressure
Creativity:	Imaginative; intent for new ideas, finding new and better ways of doing things
Oral Communication:	Speaks clearly, listens and gets clarification; responds well to questions
Written Communication:	Writes clearly and informatively; edits work for spelling and grammar. Able to read and interpret written information
Ethics	Treats people with respect; Works with integrity and ethically; Upholds organizational values
Diversity	Shows respect and sensitivity for cultural differences; promotes a harassment free environment
Human relations	The ability to work with and to get along with other people, co-workers, and the public
Team Work & Cooperation	Exhibits objectivity and openness to other viewpoints; puts success of team above own interests
Customer Service	Manages difficult or emotional customer situations; Responds promptly to customer needs

Response to supervision:	Manner in which employee accepts and responds to supervision.
Proactively supports Mission and Goals of the department	Exhibits knowledge of the mission and goals, while encompassing them in their daily work product.
	Supervisors/Managers To specifically address leadership and management issues
Planning and Assigning	Effectiveness in directing activities of others, including verbal and written communication skills
Training and Mentoring	Effectiveness in identifying individual and departmental needs, motivating personnel.
Approachability; Impartiality	Creates an environment where subordinates, and/or the public feel comfortable asking questions or direction.
Making decisions; Leadership	Displays the ability to make decisions that are well thought out and based on their position, the town personnel rules, departmental mission and goals, departmental policies and procedures, and the law.



### MANAGEMENT RESPONSIBILITIES

Performance evaluations shall continue to be based exclusively on job duties, responsibilities, and other performance related factors. Individual factors on the rating sheet shall not be graded. Comments reflective of the individual factors or of the overall evaluation shall be placed on a separate sheet attached to the evaluation but shall not be considered to be a permanent part of the evaluation itself.

1. There shall be seven grades on an annual or special evaluation:

- Outstanding Performance
- Performance Usually Exceeds Expectations
- Performance Sometimes Exceeds Expectations
- Performance Meets Expectations
- Performance Sometimes Does Not Meet Expectations
- Performance Regularly Does Not Meet Expectations
- Performance is Not Acceptable

2. The immediate supervisor shall discuss the rating with the employee, calling attention to particular areas of performance and, when necessary, pointing out specific ways in which performance may be improved.
3. During the rating year, the immediate supervisor shall call the employee's attention to work deficiencies that may adversely affect a rating, and, where appropriate, to possible areas of improvement. The immediate supervisor will accommodate a reasonable request by an employee for a meeting to discuss any such work deficiency, suggested improvement, or rating, or any performance evaluation standard or criterion that the employee considers unreasonable or not achievable.
4. At the request of the employee or the supervisor, the immediate supervisor shall discuss with the employee any change in performance expectations for the next performance evaluation.
5. At the time an employee is shown his/her evaluation and is furnished with a copy thereof, he/she shall be notified that:
  - A. His/her signature on the evaluation form signifies receipt only, and not agreement with its contents;
  - B. The employee has the right to submit a written rebuttal to the evaluation. For specifics, see "Performance Evaluation Disputes". This rebuttal shall be reviewed and initialed by all supervisors who participated in the evaluation. The employee's written response shall accompany the supervisor's evaluation in the employee's personnel file. The employee copy of the rating shall constitute official notice to the employee of his/her rating.
6. The determination of performance evaluation standards and criteria is understood to be the exclusive prerogative of the Town of Bloomfield, provided, however, the Town will notify the Union forty-five (45) days prior to the date of implementation, of any proposed

change in the form or of such standards and criteria as they appear on the form and give the union an opportunity to respond and suggest alternatives to the changed form prior to its implementation.

7. Employees shall be shown their performance evaluation during the review process with the immediate supervisor, and asked to sign it. After departmental review, it is forwarded to Human Resources. Human Resources will review, sign, and provide a copy of the rating form to the employee as official notice of his/her rating. One copy shall be retained in the employee's personnel file.
8. An employee's self-evaluation of his or her performance will accompany the annual performance evaluation done by the rating supervisor, through the normal approval process, if such self-evaluation is submitted to the rating supervisor at least three (3) weeks before the anniversary date of completion of original probation.
9. An employee whose anniversary step date falls during a waiting period shall not move to a higher step in the step Pay Plan until the employee next achieves an overall rating of "Performance Meets Expectations" or better, at which time the employee shall move to such higher step. The employee's anniversary step date is not changed by virtue of this delay.
10. If a performance evaluation which has been placed in such personnel file refers to a letter of reprimand or warning, supervisor's notes or written reports of relief from duty which are required to be removed from such personnel file pursuant to the bargaining unit agreement, reference shall be expunged from the performance evaluation, at the request of the employee. If a performance evaluation contains allegedly adverse comments which have not been incorporated in the next annual evaluation or as a special evaluation, issued within one year following its issuance, the comments section of the evaluation shall be expunged at the request of the employee.

## PHASE I

### Performance Planning

The first phase of the performance management cycle involves identifying major job duties, and establishing expectations for satisfactory performance of those duties.

#### Identifying Major Job Duties and Establishing Performance Expectations

Major job duties are those tasks, responsibilities, or assignments that are important to the employee's overall success or failure in the position. These major job duties must provide a clear understanding, for both the supervisor and employee, of the significant functions or activities involved in a particular job. They provide specific targets towards which employees can concentrate their efforts. Performance expectations describe the level of performance the employee is expected to achieve and/or the objectives the employee is expected to accomplish. Performance expectations are written to describe fully satisfactory performance.

Examples are:

Quality	How well is the work performed? How accurate, complete or effective is the final product?
Quantity	How much or how many?
Timeliness	How quickly? Are final products delivered by the assigned date?

#### AN EXAMPLE:

Truck Inspection Forms are to be completed accurately, in accordance with established procedures and requirements; forms are returned no more than 1-2 times a quarter for error corrections or additional information.

Specific Criteria such as:

"No more than..." (Quality or quantity criteria)

"No less than..." (Quality or quantity criteria)

"Within..." (Timeliness measures)

"By..." (Timeliness measures)

"No later than..." (Timeliness measures)

Are phrases used in examples of performance expectations and goals set at a satisfactory level?  
Where appropriate, expectations may also include goals that define excellent or outstanding levels of performance.

In addition to expectations specifically related to the major duties of a position, are general

expectations (e.g., "general expectations of all staff"). Employees are expected to adhere to general performance expectations applicable to all employees, even though they need not be listed, such as, reporting to work on time, following work rules and procedures, maintaining effective working relationships with the public and coworkers, etc. These general performance expectations can be used in determining the employee's overall rating.

#### Career Development

Career development activities are used to support staff in their professional development and career advancement. The performance planning can be a good time to discuss career development, although a separate scheduled meeting may be preferable.

Emphasis on career development is based on the belief that providing opportunities for growth and development is essential to retaining skilled employees and to meeting the town's future work force needs.

Some examples are:

- 1 Identifying job duties that could be strengthened or enhanced to support growth and development in the current position.
- 1 Determining training needs which could enhance performance and expertise.
- 1 Discussing areas of dissatisfaction in the current position and possible areas for change.
- 1 Identifying individuals who are interested in advancing within their occupational area.
- 1 Coaching individuals who wish to pursue other career opportunities either because they desire a change or have reached a plateau in the current position.

NOTE: Employees must take responsibility for developing their own careers. They should conduct a self-assessment of present skills, abilities, qualifications, and career ambitions. The self-assessment should include identifying present strengths and weaknesses in their current position as well as including a plan for greater utilization of those strengths in the future.

Options for employee development include Tuition Reimbursement Program, on-site training (seminars, workshops), academic programs for adult learners at local secondary schools, colleges, or universities, reading materials, monitoring programs, training videos, audio tapes, etc.

## PHASE II

### Performance Observation

The second phase of the performance management cycle begins immediately after performance expectations are established in the performance-planning phase. During the continual process of performance observation and feedback, employee performance is observed and documented by the supervisor. Observations are then clearly and regularly communicated to the employee. This communication process helps ensure that employees consistently perform at the expected level, and allows areas of performance weaknesses to be identified early and corrected as quickly as possible. Regular performance feedback also ensures that there will be no surprises at the time of the annual performance review.

Performance observation and feedback involves the following processes:

- ✓ Observing and documenting employee performance
- ✓ Performance feedback on a regular basis
- ✓ Periodic progress review

There are several direct ways to observe employee performance, including:

- ✓ Observing employee work activities
- ✓ Reviewing work outputs, reports, charts
- ✓ Feedback from internal and external customers
- ✓ Noting and investigating commendations and/or complaints
- ✓ Examining absenteeism records

### Performance Feedback

Traditional once-a-year performance reviews are insufficient as a performance management and communications tool. It is essential that the supervisor communicate regularly with the employee about actual performance compared to the expectations established in the planning phase.

Regular communication between supervisors and employees throughout the review period helps to ensure that there are no surprises during the performance review conference at the end of the review period. An employee who meets or exceeds performance expectations should be recognized and praised to reinforce the desirable behavior.

Reinforcement of good performance increases the motivation, morale, and productivity of employees. It is also important to identify areas of performance weakness and correct them as soon as possible. Constructive feedback directs the employee's attention to the performance areas that are not meeting the established performance expectations.

This feedback should provide the employee with specific information on how to improve performance. Critical or negative feedback can be turned into positive suggestions to encourage acceptance. It is important to encourage the employee's participation in problem solving. The employee can then be encouraged to identify ways to improve performance. The supervisor

should respond to the employee's ideas and expand on them if necessary.

### PHASE III

#### Performance Review

Performance reviews are normally completed annually near the anniversary of the employee's completion of original probation. A meeting to discuss the review should be held within 45 days after the employee's anniversary date. (Generally, this date remains the same even when an employee changes positions). This deadline may be extended to accommodate an employee's absence due to illness or injury.

If the performance review meeting is not held within the prescribed time lines, the employee is granted an annual overall performance rating equal to the employee's last annual overall rating, but not less than Satisfactory. This is called a "presumptive" rating. A "presumptive" rating does not acknowledge employee performance that is above satisfactory, nor does it offer assistance to employees whose performance needs improvement. Therefore, it is critical to complete the performance review within the established time period.

The performance of an individual employee is described in three ways:

- ✓ Supervisor comments expressed in the form of narrative results statements
- ✓ Ratings in various quantitatively measurable specific job performance areas
- ✓ An overall performance rating that is consistent with the quantitatively measurable specific job performance areas and the narrative results statements.

#### Supervisor Comments

Supervisor comments are expressed in the form of results statements. They state the actual performance or results achieved for each major job duty as compared to the established performance expectations. These narrative results statements will be tied directly to previously established performance expectations, and describe actual behavior and compare it with expectations in terms of the established criteria (quantity, quality, etc.).

#### Overall Performance Rating

After completing the narrative section of the Performance Evaluation Report, the supervisor assigns a rating for the employee's overall performance level over the entire review period. The overall rating must be consistent with the narrative section and is defined in the Performance Rating Scale.

## PERFORMANCE RATING SCALE

### OUTSTANDING PERFORMANCE:

The employee's overall performance significantly and consistently surpasses the performance expectations established for the position. This evaluation recognizes an employee's sustained excellence and accomplishments that are substantially above usual expectations.

### PERFORMANCE (Regularly) EXCEEDS EXPECTATIONS:

The employee's overall performance in all areas frequently exceeds the performance expectations established for the position. This evaluation recognizes an employee's consistent effectiveness and accomplishments that are above usual expectations.

### PERFORMANCE SOMETIMES EXCEEDS EXPECTATIONS:

The employee's overall performance consistently meets the established performance expectations for the position and regularly achieves expected results, and occasionally exceeds expectations. An employee at this achievement level meets usual expectations and performs tasks in a timely and acceptable manner.

### PERFORMANCE MEETS EXPECTATIONS:

The employee's overall performance falls within the boundaries of established performance expectations.

### PERFORMANCE (Sometimes) IS BELOW EXPECTATIONS:

The employee's overall performance occasionally falls below the boundaries of established performance expectations in specific areas.

### PERFORMANCE (Regularly) IS BELOW EXPECTATIONS:

The employee's overall performance does not consistently meet the established performance expectations for the position and indicates that notable tasks are not completed in the time or manner expected. Performance is below the minimum acceptable level for the position. Correction of performance deficiencies is necessary for satisfactory evaluation rating. An improvement plan or a Performance Contract must be implemented to determine that the employee is brought up to minimum standards. Improvement plans are to have a three-month re-evaluation period to determine measurable improvement has been met. Performance Contracts are to set specific time frames and measurements criteria.

### PERFORMANCE IS NOT ACCEPTABLE:

The employee's overall performance inconsistently meets the established performance

expectations for the position and indicates that significant tasks are not completed in the time or manner expected. Performance is below the minimum acceptable level for the position. Continuation of performance deficiencies is necessary for continued employment. Unsatisfactory Performance that is not acceptable OR improvement program implemented with last evaluation has not been met.



#### PHASE IV

##### Performance Review Conference

During the performance review conference the supervisor will:

- Discuss performance effectiveness during the last review period.
- Reinforce good performance.
- Identify specific ways in which the employee can improve performance during the next review period.
- Assess the employee's present job responsibilities and performance standards and redefine them if necessary.
- Discuss career development issues of concern to the employee.
- Begin performance planning for the next review period.

Performance management should be a dynamic process of regular, constructive feedback between supervisor and employee. The performance review conference is merely a formal summary of the events of the past rating period; the employee should not be surprised by any unexpected criticisms of his/her performance.

Prior to signing and finalizing an evaluation, the rater will discuss the evaluation in draft form with the employee. Employees will not be required to concur with the performance evaluation report. If the employee brings up valid, substantiated concerns in regard to their performance evaluation, take this opportunity to make necessary adjustments, prior to saving them with a final copy. If necessary, schedule a second time to discuss the revised draft with the employee.

Give the employee a copy of the final, signed, evaluation and hold the original for ten working days prior to submitting it to Human Resources, to allow for the rebuttal process.

##### Less Than Satisfactory Performance

When an employee's performance becomes less than "satisfactory" an interim performance evaluation may be prepared. When such an evaluation is prepared, and the level of performance does not reach "satisfactory" within the subsequent thirty (30) day period, one (1) salary step may be withdrawn on the first (1st) day of the month following completion of the thirty (30) day period, provided the employee's salary is not the entry step of the salary range. No more than one (1) salary step may be withdrawn in a six (6) month period.

All less than satisfactory performance plans should be accompanied by an improvement plan, for general and easily measured job responsibilities, such as attendance, or by a performance contract for critical job performance areas.

Before a personnel action withdrawing a salary step is prepared, the employee shall be notified in writing that his/her performance has not improved. If the employee's level of performance subsequently reaches "satisfactory", the salary step may be restored effective the first (1st) of the month following preparation of a performance evaluation report confirming the improved level of performance.

## PERFORMANCE CONTRACTS & IMPROVEMENT PLANS

Though Performance Contracts and Improvement Plans are not part of the Performance Evaluation System, they are briefly mentioned here to ensure that managers and supervisors understand that they may be necessary as a result.

### Improvement Plans

When an employee fails to meet minimum expectations, for general and easily measured job responsibilities that the employee has been counseled on, but not necessarily yet addressed in the disciplinary process, an improvement plan setting measurable standards and compliance dates is to accompany the employee evaluation. The employee is to be re-evaluated three months after receiving an improvement plan. Generally, failure to successfully complete an improvement plan will result in discipline or a performance contract.

### Performance Contracts

When an employee fails to meet minimum expectations of their position, and they have either been the subject of a sustained disciplinary action, or have received a less than satisfactory performance evaluation salary step decrease, and/or have failed to successfully complete an improvement plan, the employee may be placed on a Performance Contract.

A Performance Contract identifies specific performance criteria that need to be brought up to standard, measurement tools that will determine how the criteria will be measured, timelines in which the standards will be met, overall objectives of the contract and actions that will be taken if the employee either meets or fails to successfully complete the contract.

Guidance in building Performance Contracts is the same as in preparing Performance Evaluations. Refer to the same references as incorporated in the Town of Bloomfield Performance Rating System in determining:

- Performance Rating Scale
- Performance Criteria and Major Job Duties

Refer to the Progressive Discipline model for determining:

- Progressive Discipline
- Documentation and notification
- Grievance processes
- Personnel Rules

## PERFORMANCE EVALUATION DISPUTE PROCESS

Failure to conduct a timely annual rating shall not be grievable.

The normal schedule deadline may be extended to accommodate the employee's illness or injury. Where the deadline is not satisfied, the employee shall be granted an annual overall presumptive rating equal to his or her last annual overall rating, but not less than a *Performance Meets Expectations* rating. However, if the time for annual evaluation falls during a prescriptive period for remediation or warning period, the annual evaluation shall be waived, and the last evaluation in such process shall be deemed to be the annual evaluation.

### Special evaluations.

A special evaluation may be used at any time except it shall not be used as a late annual evaluation. Written feedback furnished to an employee which would have constituted the annual evaluation had it been timely conducted, shall not be considered as an evaluation, shall not be placed in the employee's file at the time of issuance, shall not be grievable and does not require the presence of a union representative when issued.

### Rebutting an evaluation; *Meets Expectations* or higher rating.

An employee who is dissatisfied with a written performance evaluation in which the overall effectiveness on the job is rated *Performance Meets Expectations* or higher, may make a written rebuttal that will be considered, attached to the evaluation, and become a part of the employee's personnel record. This shall be the sole and exclusive remedy for such disputes. This must be submitted within ten (10) working days of receiving their copy of the final evaluation, and is to be submitted to the writing supervisor, or their immediate supervisor, within the mandated time period.

### Rebutting an evaluation; *Sometimes does not meet expectations* or lower rating.

An employee who is dissatisfied with a written performance evaluation in which the overall effectiveness on the job is *Performance Sometimes Does Not Meet Expectations* or lower may obtain review of that evaluation through the following procedure, which shall be the sole and exclusive remedy for such disputes.

- A. Within ten (10) calendar days after receipt of a copy of the finalized evaluation, the employee must submit a written request to the Director of Human Resources, asking that the Director investigate allegations that the evaluation includes factual inaccuracies, or that in the preparation of the evaluation management has been "arbitrary or capricious", or has been motivated by discrimination or bias. The appeal must bear a postmark or date stamp showing that it has been timely filed.
- B. The written request must state specifically the allegations to be investigated and, to the degree that information in support of those allegations is known and identify the facts surrounding the controversy. The list of allegations to be investigated shall not be expanded after the initial submission to the Director of Human Resources except by written mutual agreement of the parties.

- C. Upon receipt of a written request, the Director of Human Resources, within 30 days shall investigate and make written notice of the findings to the Department Head. The Department Head shall have 10 (ten) business days to rebut or accept the findings of the Director of Human Resources. The Director of Human Resources may grant an extension of up to thirty (30) calendar days to the employing department. If an extension is granted, the Director of Human Resources will provide written notification to the employee.
- D. In the event the dispute is not resolved by the recommendations of the Director of Human Resources, the employee shall submit a written request for informal hearing to the Town Manager within ten (10) working days after Director of Human Resources recommendations are due or received.
- H. If a hearing is requested, every reasonable effort will be made to schedule the hearing within thirty (30) calendar days of the request and in no case later than sixty (60) calendar days. The Town Manager or designee will conduct hearings. The employee and the employing department shall have one (1) hour each to present additional testimony and documentary evidence, which will be considered by the Town Manager or designee together with the initial request and the Director of Human Resources' recommendations.
- F. The Town Manager or designee shall issue a final decision within ten (10) working days after the close of the informal hearing revising those contested facts found to be inaccurate. Other contested portions of the evaluation shall be revised upon a finding by the Town Manager or designee that in the preparation of the evaluation, management has been arbitrary or capricious, or was motivated by discrimination or bias.

### EXAMPLES: GENERAL PERFORMANCE EXPECTATIONS

Displays a positive attitude and communicates with others in a professional, courteous and helpful manner at all times.

Contributes to the development, cohesion and productivity of the team.

Demonstrates sensitivity to public attitudes and concerns.

Makes efficient use of work time.

Understands, supports and focuses on the vision, mission, goals, and objectives of the organization and team.

Promotes and demonstrates trust, mutual respect, and a cooperative work environment.

Encourages and recognizes the contributions of others.

Contributes to the development, cohesion, and productivity of the team.

Promotes cooperation, communication, and coordination within the agency, other agencies and the public.

Shares appropriate information internally and externally.

Supports teamwork through open and honest communication.

Exhibits initiative and action in improving knowledge and skills.

Seeks and assumes additional responsibilities.

Arrives at work on time; Attends work regularly; Makes efficient use of work time.

Follows rules and procedures; Works in a safe manner; Uses and maintains equipment properly.

Gives and accepts constructive feedback.

Supports cultural diversity in the workplace.

Uses creative and innovative thinking to contribute to organizational and individual objectives.

Identifies, shares, and is receptive to new ideas.

Looks for opportunities to continuously improve work processes; Acts on opportunities to improve work processes.

Helps others overcome resistance to change.

Provides work products and services that consistently meet the needs and expectations of both internal and external customers.

Uses customer satisfaction as a key measure for quality.

Uses appropriate problem solving methods to improve processes; Applies technical knowledge to achieve results.

Collects, evaluates and integrates relevant information to make decisions.

Sets and adheres to priorities; Ensures efficiency and economy when using resources.

Meets established productivity standards, deadlines, and work schedules; Accomplishes routine work with minimal assistance or supervision.

**EXAMPLES: MAJOR JOB DUTIES WITH PERFORMANCE  
EXPECTATIONS**

**1. Major Duty #1**

**A. Perform various labor functions as assigned.**

- i. Receives instructions from superior. Draws hand and power tools as required. Draws vehicle and after vehicle pre-trip inspection, reports to worksite and completes assignment as given. Reports any irregularities or unusual circumstances to superior.

**2. Major Duty #2**

**A. Compliance with all safety rules and regulations for self and other workers.**

- i. Draw, inspect, use, and care for any Personal Protective Equipment required for the task at hand. Submit any deficiencies immediately to supervisor. Reports any shortcomings in safety practices and procedures to supervisor.

**3. Major Duty #3**

**A. Work with little or no supervision, resolving small issues as required.**

- i. After completing 1 and 2, above, deals with minor irregularities while still accomplishing the mission at hand. Reports minor irregularities to superior at end of day. Takes coffee and lunch breaks in accordance with established times and policies.

**4. Major Duty #4**

**A. Service a designated fine mowing area.**

- i. Mow finish grass area neatly to ensure appropriate and continually maintained commercially acceptable level of quality. Pick up any and all loose trash; empty any trash containers in the area. Trim areas as required with weed eater. Makes notations regarding any deficiencies or recommendations regarding items to be addressed, and submits to superior at end of workday. Identify and reports any imminent danger hazards immediately to superior or dispatcher. Ensure entire area is polished completely for trash or excessive organic debris prior to going to next assignment. At end of assignment, cleans and refuels machine, inspects and notes any mechanical defects or damage, replenishes any consumables (such as sharpening blades), and reports any irregularities to superior.



# Town of Bloomfield

## EMPLOYEE SELF ASSESSMENT FORM

DATE: \_\_\_\_\_  
TO: \_\_\_\_\_  
FROM: \_\_\_\_\_  
RATING PERIOD: \_\_\_\_\_

I will be completing your annual performance evaluation over the next several weeks. Completion of this form is the first important step in your evaluation process; it is your opportunity to have input to the process. Please submit this form to me on or before \_\_\_\_\_ to ensure that your input is considered as part of the review. Thank you.

The purpose of the employee assessment is to take a personal inventory, to pinpoint strengths, outline and agree upon a practical program for areas of improvement such as training and employee development, and establish goals. In conducting performance reviews, these evaluations will provide a history of performance, development, and progress.

1. Specific work accomplishments:

2. Education/Professional/Skill Enhancements accomplished

3. Progress toward meeting career objectives

4. Areas for improvement/further professional development

5. Goals for the next 12 months

6. Service to the \_\_\_\_\_ Department, Town of Bloomfield, Community

7. General comments (Please include any comments you feel may be useful in your self evaluation)

Feel free to use additional pages if necessary.





# Town of Bloomfield

## EMPLOYEE PERFORMANCE EVALUATION

The purpose of this employee evaluation is to take a personal inventory, to pinpoint strengths, outline and agree upon a practical program for areas of improvement such as training and employee development, and establish goals. In conducting performance reviews, these evaluations will provide a history of performance, development, and progress.

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Rating Period: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

### OVERALL PERFORMANCE RATING

Not Acceptable	Below Expectations	Sometimes Below Expectations	Meets Expectations	Sometimes Exceeds Expectations	Exceeds Expectations	Outstanding Performance

This performance evaluation has been discussed with the employee.

For Probationary/Introductory employees only:

It is recommended that employee

- \_\_\_\_\_ Be granted a \_\_\_\_\_ month extension of probationary/introductory period
- \_\_\_\_\_ Be removed from probationary/introductory period
- \_\_\_\_\_ Be terminated from this position

Supervisor's Signature \_\_\_\_\_

Date \_\_\_\_\_

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Employee signature indicates the evaluation was reviewed with the employee and does not imply agreement. If the employee disagrees with any of the information related to this evaluation, he/she may submit a written statement explaining his/her position, which will become a part of this document.

Reviewed by Next Level Supervisor: \_\_\_\_\_

Name/Title \_\_\_\_\_

Date Reviewed \_\_\_\_\_

Reviewed by the Department Head: \_\_\_\_\_

Name/Title \_\_\_\_\_

Date Reviewed \_\_\_\_\_

Reviewed and Filed by Human Resources: \_\_\_\_\_

Name/Title \_\_\_\_\_

Date Reviewed \_\_\_\_\_

Employee: \_\_\_\_\_ Rating Period: \_\_\_\_\_

*Instructions: Please check appropriate performance factor, and include an overall rating.*

<div>Performance Rating</div> <div>Rating Areas</div>	Not Applicable	Not Acceptable	Below Expectations	Sometimes Below Expectations	Meets Expectations	Sometimes Exceeds Expectations	Exceeds Expectations	Outstanding Performance
Quality of Work								
Quantity of Work								
Job Knowledge								
Organization of Work								
Technical Skills/Knowledge								
Cost Consciousness								
Safety								
Attendance								
Initiative								
Dependability & Reliability								
Responsiveness & Adaptability								
Creativity								
Oral Communication								
Written Communication								
Ethics								
Diversity								
Human Relations								
Team Work & Cooperation								
Customer Service								
Response to Supervision								
Proactively Supports Mission and Goals of the Department								
Supervisors/Managers								
Planning and Assigning								
Training and Mentoring								
Approachability/Impartiality								
Making Decisions/Leadership								

### *NARRATIVE CRITERIA*

*Provide a comprehensive appraisal narrative, using the heading as indicated below.*

Employee:

Rating Period:

Your narrative is to include, but is not limited to, the narrative criteria as listed below. Furthermore, all rating areas in the checklist given a "Not Acceptable" or "Outstanding Performance" rating must be explained in the narrative.

#### 1. Specific Accomplishments

#### 2. Education/Professional Skill Enhancements Accomplished

3. Supervisory Skills (if applicable)

4. Progress Toward Meeting Career Objectives

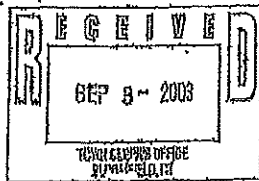
5. Service to \_\_\_\_\_ Department, Town of Bloomfield,  
and Community

Appendix VI  
Money Purchase Plan Agreement

**MONEY PURCHASE PLAN ADOPTION AGREEMENT**

**AMENDMENT FOR PLAN 108120**

**COPY**



6. Recommended areas for improvement/further professional development

7. Goals for the next 12 months

8. Rater's general comments

ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT

Account Number: 108128

The Employer hereby establishes a Money Purchase Plan and Trust to be known as the "Plan" in the form of the ICMA Retirement Corporation Prototype Money Purchase Plan and Trust.

TOWN OF BLOOMFIELD 401 (A) PLAN

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☒ Yes ☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

TOWN OF BLOOMFIELD BOSTON 401 (A) PLAN

Summary of Changes: Eligibility groups amended.

Effective Date of These Changes: July 1, 2003.

i. Employer: TOWN OF BLOOMFIELD

ii. The Effective Date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified: 01/01/2002

iii. Plan Year will mean:

- ☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.04(i) of the Plan.)
- ☒ The twelve (12) consecutive month period commencing on 1/1 and each anniversary thereof.

iv. Normal Retirement Age shall be age 65.0 (not to exceed age 65).

V. ELIGIBILITY REQUIREMENTS:

1. The following group or groups of Employees are eligible to participate in the Plan:

☒ All Employees  
☐ All Full Employees  
☐ Salaried Employees  
☐ Non-Union Employees  
☐ Management Employees  
☐ Public Safety Employees  
☐ General Employees  
☐ Other (specify below)

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be N/A (write N/A if an Employee is eligible to participate upon employment).

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows (choose one):

☒ Fixed Employer Contributions With Or Without Mandatory Participant Contributions.

The Employer shall contribute on behalf of each Participant 10.00 % of Earnings or \$ \_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan). Each Participant is required to contribute 7.00 % of Earnings or \$ \_\_\_\_\_ for the Plan Year as a condition of participation in the Plan. (Write "0" if no contribution is required.) If Participant Contributions are required under this option, a Participant shall not have the



right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory/Required Participant Contribution.

☒ Yes ☐ No

[Note to Employer: A determination letter issued to an adopting Employer is not a ruling by the Internal Revenue Service that Participant contributions that are picked up by the Employer are not includable in the Participant's gross income for federal income tax purposes. The Employer may seek such a ruling.

Picked up contributions are excludable from the Participant's gross income under section 414(a)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Rul. 81-198 (C.B. 288). Those requirements are (1) that the Employer must specify that the contributions, although designated as employee contributions, are being paid by the Employer in lieu of contributions by the employee; and (2) the employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the plan.]

☐ Fixed Employer Match of Participant Contributions.

The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

**( ) Variable Employer Match Of Participant Contributions.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the contributions made by the Participant for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Participant contributions exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is \_\_\_\_\_ more or \_\_\_\_\_ less.

2. Each Participant may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan.

☒ Yes ☐ No

3. Employer contributions and Participant contributions shall be contributed to the Trust in accordance with the following payment schedule:  
EXHIBIT A

**VII. EARNINGS**

Earnings, as defined under Section 2.09 of the Plan, shall include:

(a) Overtime

☒ Yes ☐ No

(b) Bonuses

☒ Yes ☐ No

VIII. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Sections 5.02 and 5.03 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (f) of the Plan will apply unless another method has been indicated below.

☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

---

2. If the Participant is or has ever been a participant in a defined benefit plan maintained by the Employer, and if the limitation in Section 5.02 of the Plan would be exceeded, then the Participant's Projected Annual Benefit under the defined benefit plan shall be reduced in accordance with the terms thereof to the extent necessary to satisfy such limitation. If such plan does not provide for such reduction, or if the limitation is still exceeded after the reduction, annual additions shall be reduced to the extent necessary in the manner described in Sections 5.02 and 5.03. The methods of avoiding the limitation described in this paragraph will not apply if the Employer indicates another method below.

☐ Other Method. (Note to Employer: Provide below language which will satisfy the 1.0 limitation of section 415(a) of the Code. Such language must preclude Employer discretion. See section 1.415 of the Regulations for guidance.)

---

3. The limitation year is the following 12 month period: \_\_\_\_\_

IX. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements as noted and (2) the concurrence of the Plan Administrator:

<u>Years of Service Completed</u>	<u>Percent Vesting</u>
Zero	100.00 %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

X. Loans are permitted under the Plan, as provided in Article XIII:

Yes ☐ No ☒

XI. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XII. The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan.

XIII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XIV. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

- XV. An adopting Employer may not rely on a determination letter issued by the National or District Office of the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code. In order to obtain reliance with respect to plan qualification, the Employer must apply to the appropriate key district office for a determination letter.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 1st day of August, 2003

Accepted: [Signature]

By: [Signature]

Title: [Signature]

Attest: [Signature]

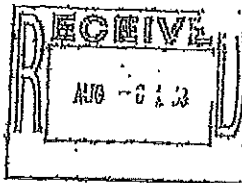
James H. Higgins  
Deputy Town Clerk

Accepted: CMA RETIREMENT CORPORATION

By: [Signature]

Title: Corporate Secretary

Attest: [Signature]



PS/82

Sick Leave Agreement

Between:

Town of Bloomfield

and

U.P.S.E.U., Local 424-8

Case No. MPP-30752 (amended)

In full and final settlement of the above noted case, the parties agree as follows:

1. The paid sick leave provided for in Article XIV, Section 10 of the contract may be used by employees for absences due to delayed school openings or early school closings; leave
2. Timely notice of such ~~absence~~ shall be provided to the supervisor by the employee;
3. Sick leave may be used for employee's doctor appointments scheduled during the regular work day and for illness or injury of a member of the employee's immediate family that requires the attention of the employee;

PS 2052

4. Exceptions to the "Children in the Workplace" policy should be considered and granted by the Town Manager in a non-discriminatory fashion;

5. In recognition of the above, the Board will approve MPP-30752 (amended).

<u>W. J. [Signature]</u>	5/6/14	<u>[Signature]</u>	5/6/14
UPSE	date	Box of	date
		Greenfield	
<u>Gen. A. [Signature]</u>	5/6/14		
UPSEN	date		