

Memorandum of Agreement

The Borough of Naugatuck (hereinafter the "Borough") and the United Public Service Employees Union, Local 424-Unit 15 (White Collar) (hereinafter the "Union"), agree to the following:

1. The Borough and the Union are parties to a collective bargaining agreement dated July 1, 2011 through June 30, 2014.
2. On or about June 5, 2014, the parties signed a Memorandum of Agreement which addressed, among other things, the issue of combining positions and/or duties and responsibilities of bargaining unit positions vacated due to employees electing early retirement.
3. As part of the aforementioned Memorandum of Agreement, the parties agreed to the following:

In the event that the Borough combines positions and/or duties and responsibilities of bargaining unit positions, the Borough and the Union will meet to negotiate over the impact, if any, on the remaining filled position(s).

4. The parties met on October 8, 2014 and agreed to the following (which shall be adopted as part of Appendix A of the collective bargaining agreement between the parties dated July 1, 2011 through June 30, 2014):

- a. **POLICE** - The current position of "Assistant Office Manager - Police (Grade 12)" will be deleted and replaced with "Payroll, Senior Account Clerk - Police (Grade 12)."

The employee who posted for and filled the position of "Assistant Office Manager - Police (Grade 12)" will fill a "Payroll, Senior Account Clerk - Police (Grade 12)" position.

Additionally, the employee who currently holds the position of "Police - Senior Account Clerk (Grade 7)" will be promoted to a "Payroll, Senior Account Clerk - Police (Grade 12)" position resulting in two (2) current employees for such positions.

The positions of "Police - Senior Account Clerk (Grade 7)" and "Police - Account Clerk (Grade 3)" will remain vacant.

- b. **ASSESSOR** - The current position of "Assistant to Assessor" will be reclassified from a Grade 10 position to a Grade 12 position as set forth in Appendix A of the collective bargaining

agreement between the parties dated July 1, 2011 through June 30, 2014.

The employee who currently holds the position "Assessor - Account Clerk (Grade 4)" will be promoted to the position of "Assessor's Office - Senior Account Clerk (Grade 6)."

The position of "Field Inspector - Account Clerk (Grade 5)" will be posted and filled in accordance with Article 6, Section 3 of the collective bargaining agreement between the parties dated July 1, 2011 through June 30, 2014.

The position of "Assessor - Account Clerk (Grade 4)" will remain vacant.

- c. **TOWN CLERK** - The position of "Town Clerk - Account Clerk (Grade 3)" will remain vacant and the duties and responsibilities of the "Town Clerk - Account Clerk (Grade 3)" will be absorbed and incorporated with the current position of "Office Manager - Town Clerk" which will be reclassified from a Grade 8 position to a Grade 11 position as set forth in the Appendix A of the collective bargaining agreement between the parties dated July 1, 2011 through June 30, 2014.

Additionally, the employee who fills the position of "Office Manager - Town Clerk (Grade 11)" will receive an annual stipend of five hundred dollars (\$500.00).

Such stipend will be divided into equal weekly installments and paid to the "Office Manager - Town Clerk (Grade 11)" with her regular weekly remuneration and will be considered regular wages for purposes of calculating overtime and pension.

- d. **FINANCE** - The position of "Assistant Payroll Account Manager (Grade 15)" will remain vacant.

The duties and responsibilities of the "Assistant Payroll Account Manager (Grade 15)" position will be absorbed and incorporated as part of the "Assistant to Controller (Grade 12)" and the "Staff Accountant (Grade 12)" positions.

The employee who fills the "Assistant to Controller (Grade 12)" position will receive an annual stipend five hundred dollars (\$500.00) and such position will be a forty (40) hour work week position.

The employee who fills the "Staff Accountant (Grade 12)" position will receive an annual stipend of five thousand five hundred dollars (\$5,500.00).

The aforementioned stipends for the "Assistant to Controller (Grade 12)" and the "Staff Accountant (Grade 12)" will be divided into equal weekly installments and paid to the "Assistant to Controller (Grade 12)" and "Staff Accountant (Grade 12)" with their respective regular weekly remuneration and will be considered regular wages for purposes of calculating over time and pension.

- e. **DPW** - The position of "Assistant Secretary Street Department (Grade 2)" will remain vacant and not be filled and the duties and responsibilities of the "Assistant Secretary Street Department (Grade 2)" will be absorbed and incorporated as part of the remaining UPSEU clerical positions within the Department of Public Works.

No additional remuneration will be provided to UPSEU members as a result of the absorption and incorporation of the "Assistant Secretary Street Department (Grade 2)" duties and responsibilities.

The current "Recycling/Solid Waste (Grade 13)" position will be deleted and replaced with an "Assistant to Director/Recycling Solid Waste Coordinator (Grade 13)" position. Such position will be a forty (40) hour work week position.

The work hours of the "Assistant to the Street Superintendent (Grade 8)" will be reduced from forty (40) hours per week to thirty five (35) hours per week. Such position will be re-posted and filled in accordance with Article 6, Section 3 of the collective bargaining agreement between the parties dated July 1, 2011 through June 30, 2014.

The employee who currently holds the position of "Public Works Secretary (Grade 4)" will be promoted to the position of "Assistant to Director/Recycling Solid Waste Coordinator (Grade 13)"

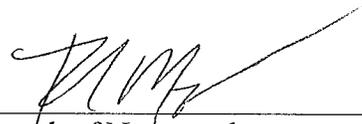
The employee who currently holds the position of "Assistant Secretary Street Department (Grade 2)" will be promoted to the position of "Public Works Secretary (Grade 4)"

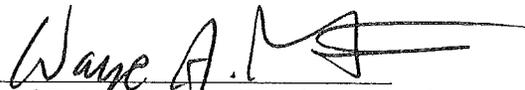
The position of "Assistant to the Street Superintendent (Grade 8)" will be posted and filled in accordance with Article 6, Section 3 of the collective bargaining agreement between the parties dated July 1, 2011 through June 30, 2014.

5. The parties agree that the Borough has no obligation to hire additional personnel at any time in the future for positions that have been identified as "will remain vacant."
6. The parties agree that the reclassification of the "Office Manager – Town Clerk from a Grade 8 to a Grade 11 as set forth under section 4. c. herein will be reclassified back to a Grade 8 position in the event that:
 - (i) the employee who fills the "Office Manager – Town Clerk position no longer performs the duties and responsibilities of the "Town Clerk – Account Clerk (Grade 3)" that have been absorbed and incorporated in their respective current position; or
 - (ii) the Borough decides to fill the vacancy of the "Town Clerk – Account Clerk (Grade 3)" position.
7. The parties agree that the forty (40) hour work week for the "Assistant to Controller (Grade 12) position as set forth under section 4. d. herein will be negotiated in the event that:
 - (i) the employee who fills the "Assistant to Controller position no longer performs the duties and responsibilities of the "Assistant Payroll Account Manager (Grade 15)" position that have been absorbed and incorporated in their respective current position; or
 - (ii) the Borough decides to fill the vacancy of the "Assistant Payroll Account Manager (Grade 15)" position.
8. The parties agree that in the event that the Borough decides to fill the vacant "Town Clerk – Account Clerk (Grade 3)" or the "Assistant Payroll Account Manager (Grade 15)" and the employee's reclassified and/or receiving a stipend for performing additional duties, as set forth herein, continues to perform additional duties beyond the duties required for his/her regular position, the parties will negotiate over the impact of such additional duties.
9. This Memorandum of Agreement shall be affixed to the collective bargaining agreement between the parties dated July 1, 2011 through June 30, 2014 and any successor agreement.
10. This Memorandum of Agreement fully resolves and addresses the issue set

forth in the Memorandum of Agreement dated June 5, 2014 regarding combining and the impact of combining positions and/or duties and responsibilities of bargaining unit positions.

11. The parties agree that this Memorandum of Agreement is subject to approval by the Board of Mayor and Burgesses and ratification by the bargaining unit membership.
12. The parties agree that all stipends referenced herein shall be retroactive to July 1, 2014. The parties further agree that the wage rates for hours worked in the reclassified positions set forth herein shall be retroactive to July 1, 2014.

By: 
Borough of Naugatuck


United Public Service Employees Union,
Local 424 - Unit 15

Dated: 11/26/2014

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