


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: January 21, 2021

SUBJECT: Agenda Information – 1/26/2021

The following is additional or summary information regarding matters on the upcoming Town Council Agenda. The numbering below follows the agenda and some routine or self-explanatory items are not discussed in this memo. As you review your packet materials, please do not hesitate to contact the appropriate staff member or me prior to the Council meeting with any questions or concerns. Often, these conversations can help staff and me be prepared for the Council meeting and be ready to facilitate a more productive and efficient meeting for everyone.

**7 Resolutions/Ordinances/Policies/Proclamations**

**7a Resolution Regarding a Committee for the High School Athletic Fields Project** – At its last meeting, the Council tabled this resolution to consider amendments that would increase the number of resident positions on the committee and would clarify the responsibilities of the group. The revised resolution utilizes two staff members, a Council member and four other members of the public as the Committee. The Council is asked to consider the revised Resolution to establish this committee and determine whether it meets the Council's intent.

Recommended Action: Approve the Resolution.

**7b Amendments to the Library Circulation Policy** – Library Director Paul will present information on various updates and amendments to the Library's Circulation Policy including updates to the policies related to library card issuance, clarifications to the practices for conducting interlibrary loan activities and the elimination of overdue fines for East Hampton materials. The Library Advisory Board has reviewed and recommended approval of the proposed changes.

Recommended Action: Approve the updated East Hampton Library Circulation Policy.

**9 New Business**

**9a Collective Bargaining Agreement with Municipal Employees Union Independent (Town Supervisors)** – The Council is asked to review and approve a renewed agreement with the union representing the Town's supervisory staff, which includes supervisory staff below the Department Head level and those not in the Police Department or Public Works. The agreement, which is the result of a mediation session, makes various adjustments to the contract to clarify language and adjust the agreement to match practice and various changes in law. It also provides clarifications to the accrual and use of flex time for FLSA Exempt supervisors and added an interim step to the PTO leave plan by

adding an increase in time off allocation at five years. Further, the agreement calls for increases in wages in each of the three years of the agreement of 2.5%, 2% and 2.25%, respectively, plus a \$500 increase at the end of the agreement for three positions, which were deemed to be lagging behind the market for similar positions. The salary increases are offset somewhat by increases in the employee share of health insurance premiums, which rises from 11% to 12% in the first year and to 13% in the second year. The employee contribution for those in the “defined benefit” retirement plan will increase by one half percent (.5%) annually from the current contribution level of 6.5% in the previous agreement to 8% in the last year of the new agreement.

Recommended Action: Approve the agreement.

An item related to allocating some of the Town’s **Coronavirus Relief Funds to Chatham Health District** remains tabled as the Health District completes its process to provide the details of a revised request.

The remainder of the items are of a routine nature, in the sole purview of the Council or are announcements. Please contact me or the appropriate staff member with questions or concerns.

DC

Town of East Hampton  
Town Council Regular Meeting  
Tuesday, January 12, 2021  
Virtual Meeting via Zoom

**MINUTES**

**Present:** Chairman Pete Brown, Vice Chairman Dean Markham, Council Members Tim Feegel, Derek Johnson, Barbara Moore, Mark Philhower and Kevin Reich and Town Manager David Cox.

**Call to Order**

Chairman Brown called the meeting to order at 6:30 p.m.

**Adoption of Agenda:**

A motion was made by Ms. Moore, seconded by Mr. Markham, to adopt the agenda as written. Voted (7-0)

**Approval of Minutes**

A motion was made by Mr. Reich, seconded by Ms. Moore, to approve the minutes of the Town Council Regular Meeting of December 8, 2020 and Town Council Special Meeting of December 17, 2020 as written. Voted (7-0)

**Public Remarks**

Inna Fields, 26 Seven Hills, spoke in favor of the Town allocating Coronavirus relief funds to the Chatham Health District. She noted that the Health District staff were very helpful to her business during the COVID-19 pandemic.

**Presentations**

None

**Bids & Contracts**

None

**Resolution/ Ordinances/ Policies/ Proclamation**

**Proclamation Honoring Retired Police Sergeant Paul Battista**

Councilman Reich read the proclamation honoring Sergeant Paul Battista's retirement.

A motion was made by Mr. Reich, seconded by Mr. Johnson, to approve the proclamation. Voted (7-0)

**Police Department General Order 5.5 – Family Violence**

Police Chief Dennis Woessner provided an overview of the annual update to the existing policy regarding response to Family Violence calls.

A motion was made by Mr. Philhower, seconded by Mr. Johnson, to approve Police Department General Order 5.5 – Family Violence. Voted (7-0)

### **Resolution Regarding a Building Committee for the High School Athletic Fields Project**

A Resolution was presented to create a building committee for the High School Athletic Fields Project. The Council discussed the make up of the committee noting they would like more residents and less staff members. The initial membership was proposed to be a Town Council member, the Town Manager, the Parks & Recreation Director, the Facilities Director, the High School Athletic Director and two members of the public.

A motion was made by Mr. Johnson, seconded by Ms. Moore, to table this item. Voted (7-0)

### **Continued Business**

None

### **New Business**

#### **Authorization of Future and Past Coronavirus Relief Fund Applications**

The Council is asked to officially authorize application to the federal and state Coronavirus relief funds for reimbursement of extraordinary expenses related to responding to the pandemic. This is a technical requirement that was made known to East Hampton staff and other municipalities in December after the first round of applications had been made and funds received.

A motion was made by Mr. Reich, seconded by Mr. Johnson, to authorize the Town Manager or designee to submit for expenditure reimbursements pursuant to the Federal Coronavirus Aid, Relief and Economic Security Act (CARES Act) and the State of Connecticut Coronavirus Relief Fund (CRF) Municipal grant program and that this authorization be retroactively effective to March 1, 2020. Voted (7-0)

#### **Discussion of Allocating a Portion of the Coronavirus Relief Funds to the Chatham Health District**

In a memo from the State of Connecticut, they indicated that Health Districts should work with their member municipalities to access a portion of the Coronavirus relief funds. The Chatham Health District is requesting a 20% allocation of the funds received by the Town. The Health District is requesting the same amount from all member towns. Russ Melmed, Director of Health at Chatham Health, was in attendance to answer questions from the Council. He indicated that the funds would be used to reimburse budget funds from the supply of personal protective equipment (PPE), formulating reopening plans for the Library and Senior Center and multiple businesses in town, reviewing travel quarantine guidelines, overtime and an additional part time employee. The Council would like to get additional information from the Chatham Health Board prior to making a decision.

A motion was made by Mr. Brown, seconded by Mr. Philhower, to table this item until more information is received from the Chatham Health Board. Voted (6-1) Ms. Moore against.

#### **Discussion of a Request to Waive the Competitive Bidding Requirement for HVAC at Fire Station #1**

Fire Commission Chairman Brett Salafia and member Darin Hurne were in attendance to answer questions from the Council. The Fire Department sought proposals to complete HVAC work at Fire Station #1 that involved installation of three ductless split heat pumps in the Chief's Office, the Server Room and the Meeting Room. Costs for those proposals were: Caso's - \$20,136; Tech Unlimited - \$18,600 and T&S - \$14,350. This original purchase alone would meet the terms of the

purchasing ordinance and would not need Council approval. However, during final review of the work and prior to contracting for the project, it was determined that the existing air conditioning unit in the Recreation Room of Company #1 was damaged beyond repair and needed to be replaced. This work was added to the intended project and a price was received from T&S in the amount of \$7,550. At this point, the HVAC related work at Company #1 had risen to a total of \$21,900; above the Code threshold. In the interest of a conservative reading of the Purchasing Ordinance, the Council was asked to review the overall purchase of HVAC improvements at Company #1 in the amount of \$21,900 and consider waiving the competitive bidding process.

After discussion, it was determined by the Council that the work should be considered two separate projects, which individually meet the requirements of the Purchasing Ordinance. The first contract for \$14,350 does not trigger the competitive bidding requirement but requires multiple quotes and the other is less than \$10,000 and falls under a portion of the Ordinance that allows the department head to determine who performs the work.

A motion was made by Mr. Philhower, seconded by Ms. Moore, that the Council finds that these are two separate projects and authorizes their acquisition as allowed by the Purchasing Ordinance and described above. Voted (7-0)

### **Town Manager Report**

Mr. Cox provided an overview of the Town Manager's Report, which will be included with the minutes filed in the Town Clerk's Office. Mr. Cox also reported that the UMASS report regarding the water system is in and was sent to Council members. The State has approved the eligibility application for water. The budget is in process.

Mr. Markham asked about lake levels and the email received from a member of the Conservation-Lake Commission. Mr. Cox will review the issue.

Mr. Philhower asked if the 5 additional buildings proposed on the Edgewater property were on the original plan. Mr. Cox will confirm.

### **Appointments**

Ms. Moore noted that reappointments will be done at the next meeting and then new appointments at the following meeting.

Mr. Brown discussed a possible sub-committee regarding use of the 94 Main Street building. He suggested Mr. Reich, Mr. Feegel and Mr. Johnson. This item will be placed on a future meeting for discussion.

### **Tax Refunds**

A motion was made by Ms. Moore, seconded by Mr. Philhower, to approve tax refunds in the amount of \$1,287.25. Voted (7-0)

### **Public Remarks**

None

**Communications, Correspondence & Announcement**

**November 2020 and December 2020 Board and Commission Summary**

Council members received the November 2020 and December 2020 Board and Commission Summary reports.

**Adjournment**

A motion was made by Mr. Reich, seconded by Ms. Moore, to adjourn the meeting at 8:05pm. Voted (7-0)

Respectfully Submitted,

Cathy Sirois  
Recording Clerk

**RESOLUTION OF THE EAST HAMPTON TOWN COUNCIL***A Resolution Establishing The High School Athletic Fields Building Committee*

WHEREAS, the Town Meeting of the Town of East Hampton adopted a Resolution modifying the scope of the 2013 High School Renovation, Improvements and Additions Project to specifically add replacement of the tennis court surface and synthetic track surface, correction of drainage issues on the soccer field, correction of water, drainage, grading issues and implementation of irrigation and grass replacement on the baseball field and other related work and improvements to the original project, and

WHEREAS, the resolution adopted by the Town Meeting authorized the Town Council to establish a building committee to determine scope and particulars of and implement the project to improve the athletic fields as described in the Resolution, and

WHEREAS, the Town Council has awarded a contract for professional services to support this project and it desires to utilize a building committee to perform the aforementioned work on the project.

NOW THEREFORE BE IT RESOLVED; the Town Council hereby creates the High School Athletic Fields Building Committee with seven (7) total members whose general charge shall be to develop plans for the proposed projects as outlined in the aforementioned modifying Resolution, to issue one or more RFP for the construction of the improvements and to evaluate the results of the RFP, make a recommendation to the Town Council for award of the High School Athletic Fields Project and to oversee the project to completion.

Membership shall be appointed by the Town Council with a term that will terminate upon completion and acceptance of the project or the cancellation of the project by the Council. The committee shall comprise not less than seven (7) members to include a member of the Town Council, ~~the Town Manager~~, the Parks and Recreation Director, the Facilities Director, ~~the High School Athletic Director~~ and at least four (4) two (2) additional members of the public who demonstrate knowledge or experience deemed beneficial to the execution of the project.

Ex officio members of the committee will include the Town Manager, the High School Athletic Director, the Finance Director, a member of the Board of Finance, the Superintendent of Schools and a member of the Board of Education. Ex officio members will have full rights to participate in the meeting but will not have a vote. The Town Manager will budget for and supply staff for the committee to take notes and minutes of committee meetings.

BE IT FURTHER RESOLVED, The Town Council has created the High School Athletic Fields Building Committee with the express intent to:

1. Develop a final project scope for approval by the Town Council within the funding available after considering options for the improvements and utilizing input from the public and other stakeholders;
2. Develop a formal Request for Proposal(RFP) for construction;

3. Issue, receive and review responses to the RFP;
4. Recommend a contract for award by the Town Council;
5. If approved, implement plans consistent with public approval through appropriate agents and Town inspectors;
6. Examine and approve all payments in connection with the construction of such project with the advice of the project architect;
7. Analyze and approve any change orders in the approved plans for such project within the limits of the total project appropriations with the express intent of completing the project on time and under budget while maintaining the original intent of the approved project;
8. Approve and accept the completed project subject to the advice of the project architect and the town's inspectors;
9. Report to the Town Council at least quarterly on implementation progress.

The High School Athletic Fields Building Committee created by this resolution shall cease and its membership be terminated without further action of the Town Council once the assigned project has been completed and turned over to the Town and Board of Education; provided, ~~having~~ that any and all insurance coverage applicable to the building committee and its members shall continue in accordance with the Town of East Hampton standard practices and policies.

Approved this ~~12th~~26th day of January, 2021.

TOWN COUNCIL

ATTEST

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James Brown, Chairperson

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Kelly Bilodeau, Town Clerk



# TOWN OF EAST HAMPTON AGENDA REPORT

AGENDA ITEM: 7b

DATE: January 20, 2021  
SUBJECT: East Hampton Public Library Circulation Policy  
DEPARTMENT: Library

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## **BACKGROUND**

The East Hampton Public Library seeks Town Council approval for edits and amendments to the Circulation Policy. In short, the edits seek to: bring library card registration policy in line with current practice, eliminate over-due fees and limit inter-library loan offerings to only East Hampton resident cardholders.

*Card Registration* – Edits clarify language regarding library card eligibility and outline policies governing applying for a library card via a partner organization (e.g. school, daycare, etc) or through our website.

*Eliminating Overdue Fines* - Edits eliminate overdue fines for library materials returned after their due dates. The Library would continue to charge for lost or damaged materials. The Library has been waiving overdue fines for the duration of the pandemic. In FY 19/20, the Library collected \$1,595 in overdue fines. That money was returned to the general fund. The elimination of Library Fines would therefor have a small fiscal impact on the Town.

*Limit Inter Library Loan* – Edits clarify that inter library loan service is only provided for East Hampton residents. Inter Library Loans are defined as a hold on a material not owned by any other LION Consortium Library.

All policies have been written in consultation with other Connecticut libraries, best practices as outlined by the American Library Association and upon recommendation of the East Hampton Library Advisory Board.

The attached policy was approved by the Library Advisory Board at their January 4, 2021 meeting.

## **RECOMMENDED MOTION**

Resolved that the Town Council accept the proposed edits to the East Hampton Public Library's circulation policy.

## **FISCAL IMPACT**

Minimal. The Library collected \$1,595 in overdue fines in FY 19/20 which was returned to the general fund.

## Circulation Policy

### A. Library Card Registration

Any person principally domiciled in East Hampton is eligible for a free library card. ~~Library Resident~~ cards expire every three years and may be renewed.

It is the ~~cardholder's-patron's~~ responsibility to inform the library ~~in if~~ their card has been lost or stolen. Replacement cards are issued for a \$2.00 fee.

~~Cardholders Patrons~~ are responsible for any material checked out on their card. Borrowing privileges may be suspended or lost if ~~items are overdue or~~ excessive ~~finer or~~ fees accrue.

#### Library Cards for Adults

Adult library cards are issued to East Hampton residents 18 years of age or older. To apply for a library card, adults must appear at the Library in person and show a valid Connecticut driver's license or photo ID documenting their current residential address in East Hampton. If the license or photo ID is not current or does not state the applicant's East Hampton address, the resident must supply alternative proof of residence. The following are acceptable:

- Town tax statement
- Current vehicle registration.
- Current lease agreement or mortgage document.
- Current utility bill dated within the last 30 days.
- Piece of mail sent through the US Postal Service addressed to the applicant and listing their current East Hampton address.

The library also issues adult library cards by paper applications distributed through local partner organizations. In that case, a library card will be issued with a completed application. If the application is incomplete, the library will issue a temporary library card until the cardholder can supply the library with any missing application information.

The library may also issue temporary Library e-Cards by online application on its website: [www.easthamptonpubliclibrary.org](http://www.easthamptonpubliclibrary.org). Library e-Cards are valid for one year and may only be used to access the library's electronic resources. An e-cardholder may apply for an adult library card by appearing in person at the Library and providing a proof of residence listed above.

#### Library Cards for ~~Juveniles Children 18 Years of Age and Under~~

Juvenile library cards are issued to children 17 years of age or younger of East Hampton residents. ~~Any juvenile (child 18 years of age or younger) of an East Hampton resident is eligible for an East Hampton library card.~~ Parents or legal guardians of juveniles people under 18 are responsible for any outstanding fees fines, bills or overdue material on the child's library card. ~~The library therefore requires that the parent or legal guardian already have a valid card and be present when a person under 18 applies for a library card.~~

To apply for a juvenile library card, parents or guardians must show the same documentation of residence as listed above. Both the juvenile and the parent or guardian must be present at the time of application.

The library also issues juvenile library cards by paper applications distributed through schools, daycares and other local partner organizations. In that case, a juvenile library card will be issued with a completed application from a parent or guardian. If the application is incomplete, the library will issue a child a temporary library card until the parent or guardian can supply the library with any missing application information.

The library may also issue temporary juvenile Library e-Cards by online application on their website: [www.easthamptonpubliclibrary.org](http://www.easthamptonpubliclibrary.org). Juvenile e- cards are valid for one year and may only be used to access the library's electronic resources. A juvenile e-cardholder may apply for a juvenile library card by appearing in person with their parent or guardian at the Library and providing a proof of residence listed above.

### **Temporary Cards**

The library may, at its discretion, issue temporary cards to out-of-state residents residing in East Hampton, with proof of local rental or lease, length of stay, and a valid out-of-state driver's license. Temporary cards will be limited to checking out 10 items at a time.

In-state residents who temporarily reside in East Hampton will be considered non-resident borrowers and must use their hometown library card.

The library may also issue temporary cards to residents who submit an incomplete application for a library card via a partner organization or through the library's website.

*(Approved by the Library Advisory Board 12/4/17. Approved by the Town Council 12/12/17.)*

## **B. Loan Periods, Limits, Renewals and Fines**

In general, library materials items may be borrowed for a period of 3, 7, 14, 21 or 28 days as determined by the Library Director. Most library materials may be renewed twice if there is no waiting list. Lucky Day collection materials are available on a first come first serve basis and are not eligible for renewal. Most items may be renewed once if there is not a waiting list for the title. East Hampton materials eligible for renewal and with no waiting list will be automatically renewed twice.

Materials borrowed from other libraries are subject to the owning library's lending policies.

Local history and reference materials do not circulate. An exception may be granted with prior permission from the Library Director.

The Library Director may establish the loan period for special collections, materials which are temporarily in great demand (such as student projects) or materials added to the collection in a new format.

All current library cardholders may have a maximum of 100 items charged to a current account, per the Libraries Online (LION) Consortium standards.

[The East Hampton Public Library does not charge overdue fines on materials owned by the East Hampton Public Library.](#)

[East Hampton patrons may accrue overdue fines on materials borrowed from other libraries. Overdue fines accrued from other libraries may be waived at the East Hampton Public Library's discretion in consultation with the original lending library.](#)

~~Patrons will be charged \$.10 per day for overdue books, periodicals and audiobooks. Patrons will be charged \$1.00 per day for overdue DVDs, video games or museum passes. The maximum overdue fine to be accrued on any one item is \$10.00.~~

### C. Lost or Damaged Materials

[Materials over 28 days overdue are considered lost. The cardholder, or their parent or guardian, is responsible for the replacement cost. If lost materials are returned, the replacement charge will be cleared from the borrowing patron's account.](#)

If materials are so damaged that they are judged by the library as being unsuitable for the collection, the last borrowing ~~cardholder~~~~patron or or~~ their parent or guardian is responsible [for the](#) replacement cost as determined by the library.

The library does not accept replacement items in lieu of payment.

### D. Interlibrary Loan

Interlibrary loan requests are defined as a hold on a material not ~~available~~ owned by the East Hampton Public Library or ~~any~~ other Libraries Online (LION) Consortium Library. [East Hampton cardholders](#) ~~Patrons~~ may place an interlibrary loan by ~~speaking with a staff member and~~ filling out the Library's Interlibrary Loan Request Form.

Individual patrons may have up to 5 active requests at any one time.

The East Hampton Public Library does not:

- Request a title which is owned by the East Hampton Public Library or another LION Library unless the title is:
  - Lost and has not yet been replaced; or,
  - Focus of a book discussion, library or other group-sponsored.
- Request items from outside of Connecticut.

Renewals are at the discretion of the lender and materials may be recalled by the lender without notice.

*(Approved by the Library Advisory Board 12/4/17. Approved by the Town Council 12/12/17)*

DRAFT

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF EAST HAMPTON**

**AND**

**MUNICIPAL EMPLOYEES UNION INDEPENDENT  
(TOWN SUPERVISORS)**

**JULY 1, 2020 – JUNE 30, 2023  
(HIGHLIGHTED)**

**FINAL VERSION AS RATIFIED BY THE BARGAINING UNIT**

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**ARTICLE I**  
**RECOGNITION**

**Section 1.**

This Agreement is entered into by and between the Town of East Hampton (hereinafter referred to as “Town”) and the Municipal Employees Union Independent, Local 506 (Town Supervisors) (hereinafter referred to as “Union”).

**Section 2.**

Pursuant to the certification of the Connecticut State Board of Labor Relations dated July 18, 2012 and modified by mutual agreement of the parties in 2015, the Town recognizes the Union as the sole and exclusive bargaining agent for the: Director of the Library, Planning and Zoning Official, Building and Code Enforcement Official, Senior Center Coordinator, Director of Facilities\*, Collector of Revenue, Parks and Recreation Program Coordinator, Youth and Family Services/Social Services Director, Assessor and Town Clerk, excluding the Director of Public Works, Director of Parks and Recreation and all others excluded under the Act.

**\*The Director of Facilities shall remain a bargaining unit position, however, as long as the Town shares the position with the East Hampton Board of Education, it will remain vacant.**

**Section 3.**

All collective bargaining with respect to hours of work, wages, benefits, grievance procedure and other conditions of employment referred to in this Agreement shall be conducted by the authorized representative of the Union and the authorized representative of the Town only.

**ARTICLE II**  
**STABILITY OF AGREEMENT**

**Section 1.**

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

**Section 2.**

If any Article or Section hereof is declared to be invalid or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity shall not affect the other Articles and Section or portions thereof which shall be valid.

**ARTICLE III**  
**UNION SECURITY**



**Section 1.**

The Town agrees to deduct from the pay of bargaining unit members who elect to become members of the Union ~~such~~ membership dues and initiation fees, as may be fixed by the Union. Such deduction shall continue ~~for the duration of the Agreement or any extension thereof~~ unless the bargaining unit member advises the Town in writing that he/she elects to discontinue dues deductions.

**Section 2.**

The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rate of Union dues. The Union will also furnish the Town with an authorization card signed by the employees authorizing the Town to make such deductions.

The Union shall indemnify and hold the Town harmless against any and all claims, suits or other forms of liability, including, but not limited to, attorney fees, that shall arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Article.

**Section 3.**

The deduction of Union fees and dues for any month shall be made during the applicable month and shall be remitted to the financial office of the Union no later than the third Thursday of the following month. The monthly dues remittances to the union will be accompanied by the list of employees from whose wage dues deductions have been made.

**Section 4.**

No dues will be deducted when an employee is no longer receiving a paycheck.

**Section 5.**

Union representatives and stewards, upon notice to the office of the Town Manager, shall be permitted to enter any work location for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent. Such presence shall not create a disruption to the Town's business operations.

**Section 6.**

Any steward shall be released from his/her assignment to fulfill the duties above, upon permission from his/her supervisor. When contacting an employee, the steward shall first report to, and obtain permission to see the employee from the employee's supervisor.

**Section 7.**

During the term of this Agreement, upon request from the Union, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall

notify the Union and furnish the Union with the name, date of employment, classification and the rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

**Section 8.**

The Town agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

**Section 9.**

The Town will provide the Union with electronic notice of the name, job title, department, work location, home telephone number, home address and Town email address of any newly hired bargaining unit employee within two (2) calendar weeks of his/her date of hire.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

**Section 1.**

Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority, whether expressed or implied, heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility, and prerogative of the management of the affairs of the Town and direction of the working force.

**Enumerated Rights.** The exclusive functions and rights of the Town include, but are not restricted to, the right:

To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures; to direct the operation of the employees in all aspects; to determine the methods and levels of financing and budget allocation; to select, determine and from time to time re-determine the number of employees to be employed by the Town and the job skills of employees required to perform the Town's operations; to employ, transfer, promote, demote, layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons; to discipline, suspend and/or discharge employees for just cause; to determine the procedures for promotions and transfers; to select and determine the qualifications of employees; to select and employ new personnel; to determine job descriptions and job classifications; to create, enforce and from time to time change rules and regulations concerning discipline and the performance of work; to establish contracts or subcontracts provided such action is not done in order to undermine the Union.

**Unenumerated Rights.** The listing of specific rights in Section 1 of this Article is not intended to be all inclusive, restrictive or a waiver of any rights of the Town not listed which have not

been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Town.

**ARTICLE V**  
**HOURS OF WORK**

**Section 1.**

The workweek for bargaining unit members shall commence at 12:01 on Sunday and end at midnight on the following Saturday.

**Section 2.**

The regular workweek for bargaining unit employees during regular business hours shall be thirty-five (35) hours per week and consist of the following:

- Senior Center employee:

Monday through Thursday 8:30 a.m. - 4:00 p.m. (one-half (½) hour unpaid lunch)  
Friday 9:00 a.m. - 4:00 p.m. (lunch as time permits while performing job functions)

- Park and Recreation Supervisor:

Monday through Friday: 8:00 a.m. - 4:00 p.m. (one (1) hour unpaid lunch)

- Librarian: 35 hour workweek consisting of:

**Monday through Friday (9:30 a.m. – 5:00 p.m. with a one-half (½) hour unpaid lunch).\***

**\*If the Librarian employed by the Town at the time of the execution of this Agreement leaves employment with the Town for any reason, the Town may adjust the hours for the position to the following in lieu of the hours set forth above:**

**Monday, Tuesday, Thursday, Friday and Saturday: 9:30 a.m. - 5:00 p.m. (one-half (½) hour unpaid lunch).**

- All other employees 35 hour workweek consisting of:

Monday, Wednesday and Thursday: 8:00 a.m. - 4:00 p.m. (one (1) hour unpaid lunch)

Tuesday: 8:00 a.m. - 6:30 p.m. (one (1) hour unpaid lunch)

Friday: 8:00 a.m. - 12:30 p.m. (no lunch break)

In the event that the Town decides to change the hours of operation of any Town department thus requiring the need to change the regular hours of work of a bargaining unit employee, the Town will notify the Union prior to implementing such change in order to negotiate the impact of the decision, if any.

The regular workweek and work hours for employees set forth above is for purposes of delineating the employee's workweek and work hours during the Town's normal operating hours. Accordingly, the work hours set forth above do not include any after hours, weekend meetings or duties that employees may be required to perform outside of his/her regular workday as part of his/her responsibilities as a supervisor.

**ARTICLE VI**  
**HOLIDAYS**

**Section 1.**

The Town shall provide the following paid holidays for all employees based upon the employee's regular hours of work:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day (observed)	Two (2) floating holidays
Labor Day	

The Town shall provide the following paid holidays for all employees hired on or after July 1, 2016 based upon the employee's regular hours of work:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day (observed)	
Labor Day	

**Section 2.**

Holidays falling on a Saturday shall be observed on the Friday preceding the holiday. Holidays falling on a Sunday shall be observed on the Monday following the holiday.

**Section 3.**

If the Town opens Town offices on any of the holidays set forth herein and the Town requires the employee to work on such day, the employee will receive: (1) his/her regular hourly rate of pay for all work performed on such holiday; and (2) a floating holiday to be used by the end of the contract year.

**Section 4.**

In order to qualify for holiday pay, the employee must work his/her last regularly scheduled workday prior to and his/her next regularly scheduled workday following the holiday unless the employee is out of work on a previously approved vacation day, personal day, jury duty, funeral leave, floating holiday or a sick day.

In the case of a sick day, the employee may qualify for the paid holiday only upon presenting a note from the physician treating the employee for the illness that caused the sick day.

In the case of jury duty, the employee may qualify for the paid holiday only upon presenting proof of service upon his/her return to work.

**Section 5.**

If a holiday occurs while an employee is out on sick leave, the day shall be charged as a holiday and not be charged as a sick day.

If a holiday falls when an employee is on paid vacation, he/she shall be paid for the holiday and no deduction shall be made from his/her vacation time.

**Section 6.**

Except as set forth in Section 3 herein, when an employee is ordered to work on a holiday listed in Section 1 above, he/she shall be compensated at the rate of his/her regular base rate of pay in addition to holiday pay for all hours authorized and actually worked on such day.

**Section 7.**

Employees out of work due to a workplace injury shall not be eligible for holiday pay during such absence if the employee is receiving workers' compensation benefits (any form of temporary total disability benefits, temporary partial disability benefits or a permanency award), in accordance with the Connecticut Workers' Compensation Act during such absence.

**ARTICLE VII**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.**

The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practical so as to insure efficiency.

## **Section 2.**

A grievance is defined as any claimed violation, misapplication, or misinterpretation of a specific Section or Article of this Agreement, filed by a grievant(s), who is a member of the bargaining unit making a claim that a grievance has occurred to his or her detriment. The Union may file a grievance as set forth in Section 4 of this Article.

## **Section 3.**

Grievances must be filed in writing. The Article(s) or Section(s) of the Agreement involved, as well as the remedy sought, must be set forth in the grievance. All grievances shall be handled in accordance with the procedures set forth below in this Article.

## **Section 4.**

Any employee may use this grievance procedure with or without the assistance of a Union representative. However, only the Union may file for arbitration. The Union may file a grievance on behalf of an individual member, a group of members or on behalf of the Union as a whole. However, should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may continue to the next succeeding step following that which the employee has utilized. However, any settlement of an individually processed grievance shall not violate this Agreement or change working conditions.

## **Section 5.**

**STEP ONE:** An employee or his Union representative, if represented, or the Union may submit a grievance in accordance with this Article, to the aggrieved employee's direct supervisor within fifteen (15) days of the event giving rise to the grievance, or within fifteen (15) days of when the grievant knew or reasonably should have known of said event. The supervisor will make an effort to resolve the grievance and will render an answer to the grievance in writing within fifteen (15) days of the receipt of the grievance. This answer will be provided to the aggrieved employee and his/her Union representative.

## **Section 6.**

**STEP TWO:** If the aggrieved employee or the Union is not satisfied with the decision rendered by the direct supervisor, the union may submit the grievance in writing to the Town Manager within fifteen (15) days of receipt of the decision. The Town Manager shall render a written decision within fifteen (15) days after submission of the grievance to the Town Manager. If the grievance is denied, the Town Manager shall state the reason(s) for such decision.

## **Section 7.**

**STEP THREE:** (Arbitration): If not settled, the grievance may be submitted to arbitration only by the Union or the Town before the Connecticut State Board of Mediation and Arbitration

(“CSBMA”). The Union will advise the Town Manager in writing of any submission of a grievance to arbitration.

**Section 8.**

Any time limits specified in this Article may be extended by mutual agreement in writing by the parties to this Agreement, provided that if a grievance is not filed within the initial period referenced in Section 5, the grievance shall be deemed waived; or if it is not submitted by the employee or the Union to a higher step in accordance with the procedure as delineated in this Article, it will be deemed settled on the basis of the answer in the Step last considered. In the event the Town fails to respond within the time limits provided in Sections 5 or 6 of this Article, the grievance may be advanced to the next step in accordance with the procedure delineated in this Article.

**Section 9.**

The Union may submit a grievance directly to Step 2, in cases of suspension or dismissal, or if the Town Manager is the employees direct supervisor.

**Section 10.**

Each party shall bear its own expenses for arbitration, except as otherwise provided in this Article.

**Section 11.**

All references to “days” herein shall be considered to mean calendar days. If Town Hall is closed on the day on which an appeal period ends, a party’s submission or response shall be due on the next business day.

**ARTICLE VIII**  
**COMPENSATION**

**Section 1.**

The pay rates for bargaining unit positions are set forth in Appendix A hereto.

- **Effective July 1, 2020, a general wage increase of 2.5%.**
- **Effective July 1, 2021, a general wage increase of 2.0%.**
- **Effective July 1, 2022, a general wage increase of 2.25% (with a salary adjustment of five hundred dollars (\$500.00) for the Senior Center Coordinator, Collector of Revenue and Parks and Recreation Coordinator positions effective on June 30, 2023).**

**Section 2.**

The regular payday for bargaining unit members is on Thursday. Paychecks will be released to employees after 12:00 noon on Thursday. In the event a holiday falls on Thursday, employees shall be paid on Wednesday. In the event that the Town decides to change the regular payday, the Town agrees to bargain over the secondary effect of such decision. Paychecks will be issued on a bi-weekly schedule. All employees shall be paid by direct deposit.

### **Section 3.**

#### **Non-Exempt Employees**

Non-exempt employees are subject to the overtime provisions of the Fair Labor Standards Act for all hours worked after forty (40) hours worked in a workweek.

Non-exempt bargaining unit positions shall be considered:

- Parks and Rec. Program Coordinator

**Non-exempt employees shall not be eligible for flex time.**

#### **Exempt Employees**

Exempt employees may be granted **“credited time” flex time** upon **written authorization from approval of** the Town Manager for hours worked substantially beyond the reasonable requirements of the employee’s position **in accordance with the following:**

- **Flex time will be permitted due to required attendance at more than two (2) evening meetings or weekend meetings during the same calendar month.**
- **Flex time will be permitted for up to ten (10) hours in a workweek for hours an exempt employee is required to work by the Town Manager or his/her designee in excess of ten (10) hours beyond the employee’s regular workweek during the employee’s regular workweek (for work hours forty-six (46) through fifty-five (55) in a workweek).**
- **Flex time will, however, not be permitted due to attendance at conferences, seminars, training, travel time, reporting to work one (1) hour or less before the exempt employees regular start time, staying at work one (1) hour or less after the exempt employees regular end time or working beyond the exempt employees regular work schedule to catch up on work.**
- **Flex time must be used within the same payroll period or the subsequent payroll period that it is approved.**
- **The exempt employee will advise the Human Resources Director of the approved use of flex time and the specific hours of work when the flex time has been or will be used, as approved by the Town Manager.**



~~Credited time is awarded on an hour for hour basis with the following considerations and at the discretion of the Town Manager.~~

~~In order to be eligible for credited time:~~

- ~~• The employee is called back into work for an emergency or non-emergency situation beyond his/her regular work day; or~~
- ~~• The employee has staffed two (2) evening or weekend meetings without compensation during a calendar month (the third (3<sup>rd</sup>) meeting and meetings thereafter during such calendar month shall be considered for credited time).~~

~~Requests for non-emergency credited time shall be pre-approved by the Town Manager using an “Advanced Request for Authorization of Credited Time” form.~~

~~Non-exempt employees shall not be eligible for either additional compensation or credited time for:~~

- ~~• The hour before or after his/her normal work day hours;~~
- ~~• Attending conferences, seminars, training or travel time; or~~
- ~~• Working beyond his/her regular work schedule to catch up on work.~~

~~Employees who have been granted credited time must use the credited time within (1) one month of the date the time is credited by the Town.~~

~~Extending the use of credited time beyond the one (1) month set forth above is at the discretion of the Town Manager.~~

~~No credited time will be paid or used upon separation from the Town service for any reason.~~

Exempt bargaining unit positions shall be considered:

- Director of the Library
- Planning and Zoning Official
- Building and Code Enforcement Official
- Senior Center Coordinator
- Director of Facilities
- Collector of Revenue
- Youth & Family Services/Social Services Director Assessor
- Town Clerk
- Assessor

#### Section 4.

Only employees hired for bargaining unit positions prior to July 1, 2014 shall be eligible for longevity pay.

Longevity pay will be paid annually after the employee meets the service requirement as follows:

5 years	\$ 200.00
10 years	\$ 350.00
15 years	\$ 500.00
20 years	\$ 650.00
25 years	\$ 800.00
30 years	\$ 950.00
35 years	\$1,100.00

Annual longevity payments shall be made in full upon the anniversary date of employment.

### **Section 5.**

At the discretion of the Town Manager (or his/her designee) new members of the bargaining unit (or current members in a different bargaining unit position) may receive a percent of the negotiated salary for his/her position of between eighty-five percent (85%) and one hundred percent (100%) of the negotiated salary (as set forth in Appendix A).

Upon the employee's anniversary date(s), he/she shall receive increases based upon the general wage increases set forth in Article VIII, Section 1, provided, however, regardless of the employee's starting salary, he/she shall be at one hundred percent (100%) of the negotiated salary for his/her position no later than his/her four (4) year anniversary date.

## **ARTICLE IX** **MILEAGE**

### **Section 1.**

When an employee is required by either his/her Department Head or the Town Manager to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at IRS rates.

## **ARTICLE X** **INSURANCE**

### **Section 1.**

The Town will provide the following insurance coverage for all eligible full-time-employees and their eligible dependents:

1. The Connecticut State Partnership Plan **(as administered by United HealthCare)** **(health, dental and vision)** and the prescription drug plan offered through the

Connecticut State Partnership Plan ~~(as administered by CVS Caremark) with the benefits outlined in the attached (See Schedule A Labeled “Partnership2.0\_benefitssummary\_Medical),~~ provided, if the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted).

2. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership’s Health Enhancement Program (“HEP”), ~~as outlined in the attached (see Schedule C Labeled “Partnership2.0\_benefitssummary\_HEP”).~~
3. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
4. The carrier network for the plan will be ~~the Oxford Freedom network for providers in Connecticut, New York and New Jersey, and the United HealthCare Choice Plus network for carriers in all other states~~ the carrier selected by the State.
5. Employees will pay the following premium share contributions in lieu of the premium share contributions set forth under Article X of the collective bargaining agreement between the parties:

<del>July 1, 2019 – June 30, 2020:</del>	<del>11%</del>
July 1, 2020 – June 30, 2021:	12% (effective upon ratification)
July 1, 2021 – June 30, 2022:	13%
July 1, 2022 – June 30, 2023:	13%

Such premium share contribution shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.

6. In the event that the State imposes additional fees or increases the Town’s cost of the premium at the end of any contract year, employees shall pay a percentage of such increase(s) based upon the employee’s premium share contribution as set forth above.
7. **If the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.**

**Employee Change in Coverage**

Future changes in coverage for employees and dependents initiated by the employee may only be made as of each July 1<sup>st</sup> or when there is a qualifying event (such as marriage or divorce, birth or adoption of a child, death of the employee's spouse or other dependent or termination of employment of the spouse in accordance with IRS Section 125 regulations).

The annual selection period for choice in medical coverage shall be from May 1<sup>st</sup> to May 31<sup>st</sup> to be effective on July 1<sup>st</sup>.

### **Section 2.**

**Effective July 1, 2019,** An employee who elects not to accept the health insurance benefits provided above, shall be remunerated in the amount of five hundred dollars (\$500.00) at the end of each quarter of the contract year (on or about July 1<sup>st</sup>, on or about October 1<sup>st</sup>, on or about January 1<sup>st</sup> and on or about April 1<sup>st</sup>); provided, however, said employee shall furnish to the Town evidence satisfactory to the Town that said employee carries, individually or through members of his immediate family, insurance coverage similar to or better than that offered by the Town in this Article. Such person choosing this option shall not be able to change his/her decision prior to the end of each quarter, and the Town shall be relieved of its responsibility to provide such coverage during the previous quarter. Life insurance, however, shall continue to be provided to such employee.

## **ARTICLE XI** **LEAVE PROVISIONS**

The provisions set forth under Sections 1 through 6 below shall only apply to bargaining unit employees hired prior to July 1, 2016 for bargaining unit positions covered by this Agreement.

### **Sick Leave**

#### **Section 1.**

Sick leave is to be used only in the case of actual illness or injury which prohibits the employee from performing his/her duties and for a reason set forth below:

- Personal illness, physical condition, physical quarantine, physical incapacity, or non-compensable bodily injury, except where directly traceable to employment by an employer other than the Town, which prohibits the employee from performing his/her duties.
- When the employee is required to undergo medical, optical, or dental treatments, only when this cannot be accomplished on off-duty hours, and provided the Department Head is notified at least one (1) day in advance of the day on which the absence is to occur.
- When the serious illness, as defined under the Federal Family & Medical Leave Act, of a member of the employee's immediate family requires his personal

attendance, when supported by note from the physician treating the immediate family member.

## **Section 2.**

Sick time shall be earned by each full-time employee at the rate of eight and three quarter hours (8.75) for each complete calendar month of continuous employment, the total of which shall not exceed one hundred five (105) hours in any twelve (12) months.

Sick time earned in any month of employment with the Town shall be available during any subsequent month of employment.

Part-time employees shall earn sick time on a prorated basis based on the employee's length of continuous service from his/her date of hire.

## **Section 3.**

The Town may require proof of illness for any absence from work for four (4) consecutive work days or eight (8) times per rolling twelve (12) month period.

If the frequency rate rises to eight (8) times during a rolling twelve (12) month period, a doctor's note from the treating physician may be required for all illnesses unless waived by the Town Manager.

Proof of illness may include a note from the employee's regular treating physician or other proof of illness or injury from the employee's regular treating physician, indicating the nature and duration of the illness.

## **Section 4.**

The following shall apply to sick time:

- A. All unused sick time accumulated during an employee's continuous employment may be accumulated to a maximum of eight hundred and forty hours.
- B. No credit toward sick time shall be granted for time worked in excess of an employees' normal workweek.
- C. Sick time shall continue to be credited during authorized leaves of absence with pay.

## **Section 5.**

The following shall apply to the payment for unused, accumulated sick time:

- A. An employee who has successfully completed his/her probationary period, upon his/her voluntary separation from employment with two (2) weeks' written notice

to the Town Manager, shall receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused sick time as severance pay to a maximum of four hundred twenty (420) hours.

An employee, who is terminated from employment or resigns in lieu of termination, shall not be eligible for such remuneration.

- B. Upon the retirement or death of an employee, eighty (80%) percent of his credited, unused sick days shall be remitted on the basis of his/her regular hourly rate of pay to the employee or his/her estate to a maximum of six hundred thirty (630) hours.
- C. An employee who is subject to a layoff, may elect to receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused sick days, as severance pay, to a maximum of four hundred twenty (420).

If an employee elects such pay out, he/she shall forfeit all remaining sick leave if recalled at a later date. An employee must elect this option before his/her recall rights have expired.

## **Personal Days**

### **Section 6.**

Effective July 1<sup>st</sup> of each contract year, full-time employees with one (1) or more years of employment as a Town employee shall be eligible for three (3) personal days per contract year to be used for necessary personal business that otherwise cannot be conducted outside of the employee's work day.

Employees shall not be eligible for personal days during their respective probationary periods.

During an employee's first year of service as a Town employee, upon completion of his/her probationary period, he/she shall be eligible for a pro-rated number of personal days.

If an employee has less than (1) year of service as a Town employee on July 1<sup>st</sup> following his/her date of hire as a Town employee, he/she shall receive a prorated number of personal days for such contract year.

Personal days shall not be cumulative.

Employees' shall receive their regular hourly rate of pay for personal days based on his/her scheduled hours of work for the specific day that the personal day is used.

Except in the case of an emergency, employees must request approval from his/her immediate supervisor to take a personal day at least forty-eight (48) hours in advance of such day.

Upon an employee's severance from employment, he/she shall not be paid for unused personal days.

### **Paid Time Off**

The provisions set forth under Section 7 below shall only apply to bargaining unit employees hired on or after July 1, 2016 for bargaining unit positions covered by this Agreement.

### **Section 7.**

New members of the bargaining unit shall be credited with sixteen (16) hours of paid time off ("PTO") on a monthly basis during his/her first year of employment with the Town in a bargaining unit position covered by this Agreement. The initial sixteen (16) hours will be credited on the employee's date of hire in a bargaining unit position covered by this Agreement. Such credited PTO may not be used until the employee completes his/her probationary period.

On July 1<sup>st</sup> of each contract year, each full-time employee will be provided with one hundred ninety-two (192) hours of PTO.

**After five (5) years of completed service for the Town in a bargaining unit position covered by this Agreement, a full-time employee will be credited with two hundred ten (210) hours of PTO.**

After ten (10) years of completed service for the Town in a bargaining unit position covered by this Agreement, a full-time employee will be credited with two hundred twenty-eight (228) hours of PTO.

A request to use PTO on an individual day (or a portion thereof) must be submitted to the employee's immediate supervisor for approval as soon as possible prior to the use of such individual day off.

The use of greater than one (1) day of PTO must be requested in writing to the employee's immediate supervisor for approval, at a minimum, fourteen (14) days prior to the requested day(s) off.

In the event that an employee fails to provide such fourteen (14) days' notice and the employee misses three (3) or more consecutive work days, the employee must submit proof of illness upon his/her return to work. Proof of illness may include a note from the employee's regular treating physician or other proof of illness or injury from the employee's regular treating physician, indicating the nature and duration of the illness.

All unused PTO credited during an employee's continuous employment may be accumulated to a maximum of three hundred fifty (350) hours.

The following shall apply to the payment for unused, credited PTO:

An employee who has successfully completed his/her probationary period, upon his/her voluntary separation from employment with two (2) weeks' written notice to the Town Manager, shall receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused PTO.

An employee, who is terminated from employment or resigns in lieu of termination, shall not be eligible for such remuneration.

Upon the retirement or death of an employee, eighty (80%) percent of his credited, unused PTO shall be remitted on the basis of his/her regular hourly rate of pay to the employee or his/her estate.

An employee who is subject to a layoff, may elect to receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused PTO as severance pay.

If an employee elects such pay out, he/she shall forfeit all remaining PTO if recalled at a later date. An employee must elect this option before his/her recall rights have expired.

The provisions set forth under Sections 8-10 below shall apply to all bargaining unit employees.

## **Funeral Leave**

### **Section 8.**

Each employee shall be granted, with pay, funeral leave up to a total of three (3) working days in the event of the death of the employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, stepchild or stepparent.

Each employee shall be granted, with pay, funeral leave up to a total of two (2) working days in the event of the death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law.

Leave taken under this section will be taken in the period between the death of the relative and through the funeral. When an employee is taking leave under this section and the funeral is held over three hundred (300) miles from the employee's home, the employee will be granted one (1) more day of paid leave, which may be used for travel after the funeral.

Each employee shall be granted with pay funeral leave up to a total of one (1) working day in the event of the death of the employee's aunt, uncle, niece or nephew.

Funeral leave shall apply only to an employee who is actually in attendance at the funeral or engaged in activities in connection therewith.

## **Military Leave**



**Section 9.**

Military leave shall be granted to employees when required to serve a period on active reserve or National Guard duty in accordance with the requirements of the law.

Any regular employee who leaves the services of the Town to join the military forces of the United States of America, during the time of war or other national emergency, or who is inducted by the Selective Service, shall be entitled to a leave of absence, accumulation of seniority and re-employment rights in accordance with the requirements of the law.

**Jury Duty**

**Section 10.**

The Town will provide jury leave for employees ordered to serve on jury duty, precluding their being available for work. When serving on jury duty, the employee shall receive that portion of his regular pay, which will, together with jury pay, equal his total salary for the same pay period. The employee shall notify his immediate supervisor of the scheduled jury duty within seven (7) days of receipt of a jury duty notice, and at least forty-eight (48) hours in advance of a scheduled appearance. When notification of jury duty is less than forty-eight (48) hours in advance of a scheduled appearance, the employee shall notify his or her supervisor as soon as possible. An employee reporting for jury duty and who is dismissed shall return to work so long as they are released before 12:00 Noon.

**ARTICLE XII**  
**LEAVE USAGE**

**Section 1.**

**The following language shall apply to employees hired prior to July 1, 2016 for bargaining unit positions covered by this Agreement:**

The use of sick time, personal time, floating holidays, **compensatory time**, and vacation time **(where applicable as set forth under Article XI), flex time (where applicable as set forth under Article VIII) and PTO (where applicable as set forth under Article XI)** may be utilized by the employee in one (1) hour increments.

**The following language shall apply to employees hired on or after July 1, 2016 for bargaining unit positions covered by this Agreement:**

**The use of PTO and compensatory time may be utilized by the employee in one (1) hour increments.**

**ARTICLE XIII**  
**WORKERS' COMPENSATION**

**Section 1.**

Employees are covered by workers’ compensation insurance and are compensated for covered injuries received on duty, where applicable.

The Town, in case of compensable injuries covered by workers’ compensation incurred in the line of duty, shall supplement the payments of the workers’ compensation carrier, so the employee will receive his/her full base rate of pay (less applicable state and federal withholdings) while the employee is out of work and receiving temporary, total disability benefits, for a period not to exceed six (6) calendar months.

In the event that an employee is out of work and is temporary, partially disabled and light duty work is available for such employee (as determined by the Town); he/she shall work the light duty assignment (provided such light duty work is within his/her light duty restrictions) and not be eligible for the supplemental benefit set forth herein.

In the event that an employee is out of work and is temporary, partially disabled and no light duty work is available within his/her light duty restrictions (as determined by the Town), he/she shall be eligible for the supplemental benefit set forth herein.

**ARTICLE XIV**  
**VACATIONS**

The provisions set forth under Sections 1 through 6 below shall only apply to bargaining unit employees hired prior to July 1, 2016 for bargaining unit positions covered by this Agreement.

**Section 1.**

Full-time employees shall be eligible for annual paid vacation time in accordance with the following schedule:

<b><u>Length of Continuous Service from the employee’s date of hire</u></b>	<b><u>Vacation Leave</u></b>
Less than one (1) year of service	zero (0) hours*
Upon completion of one (1) year of service	one hundred five (105) hours
Upon completion of ten (10) years of service	one hundred forty (140) hours
Upon completion of fifteen (15) years of service	one hundred seventy five (175) hours

\*After successful completion of the probation period (or extended probation period, if applicable), an employee in good standing may be permitted to take thirty five (35) hours of vacation from the one hundred five (105) hours he/she will be provided upon the completion of one (1) year of service.

Part-time employees shall receive vacation time on a prorated basis based on the employee’s

length of continuous service from his/her date of hire.

**Section 2.**

Employees shall be permitted to carryover unused vacation time from year to year to a maximum of two hundred ten (210) hours.

**Section 3.**

Except as set forth in Section 4 below, vacation time shall be forfeited upon an employee's separation from employment, including but not limited to, due to termination from employment or resignation.

**Section 4.**

The Town may pay an employee separating from employment in good standing all remaining vacation time up to a maximum of two hundred ten (210) hours. For purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through the date of the employee's separation from employment.

Upon termination or resignation without a minimum of two (2) weeks' notice, all vacation time shall be forfeited.

**Section 5.**

Retiring employees may not utilize vacation time to extend their retirement date.

**Section 6.**

In the event of the death of an employee, the employee's vacation time shall be paid to the employee's estate, up to the maximum number of hours permitted, provided, however, for purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through the date of death.

**ARTICLE XV**  
**RETIREMENT**

**Section 1.**

Except as set forth below, a separate pension plan agreement effective January 1, 2008 and separately negotiated shall continue in effect until amended by mutual agreement of the parties, provided, however, effective **July 1, 2019 upon ratification**, the eligible employee's contribution toward **such the** plan shall be **six and one-half percent (6.5%) seven percent (7.0%). Effective July 1, 2021, the eligible employee's contribution toward the plan shall be seven and one-half percent (7.5%). Effective July 1, 2022, the eligible employee's contribution toward the plan shall be eight percent (8.0%).**

“Average Annual Earnings” means if the Participant retires from employment with the Town on or after his Normal Retirement Date, or retires or otherwise terminates employment prior to his Normal Retirement Date, his highest average annual earnings received for the last sixty (60) months immediately preceding the date the Participant’s employment terminates.

**Section 2.**

Employees hired on or after July 1, 2016, shall not be eligible for the plans set forth herein. Such employees shall be eligible for a 401A defined contribution plan offered by the Town in accordance with the terms of the plan.

**Section 3.**

The Town will implement a pre-tax wage deduction plan in accordance with applicable federal and state laws as it applies to health and retirement co-pays.

**ARTICLE XVI**  
**SENIORITY**

**Section 1.**

A seniority list shall be established by the Town showing each employee’s length of continuous service as an employee of the Town.

For purposes of either layoffs or vacancies, each employee’s length of service as a Supervisor for the Town shall be utilized.

For purposes of eligibility for benefits, each employee’s length of service as a Town employee from his/her date of hire shall be utilized.

**Section 2.**

“Date of Hire” as used in this Article shall mean the first day of work that the employee begins earning wages from the Town.

**Section 3.**

If two (2) (or more) employees are hired on the same date, seniority shall then be determined by date of birth (the older employee having more seniority).

**Section 4.**

All new employees shall serve a probationary period of one hundred thirty (130) workdays. Workdays shall be defined as days that the employee attended a full workday. The Town Manager may, at his/her discretion, extend the probationary period for an additional thirty (30) workday period. If the Town Manager or his/her designee does not notify the employee at the

end of the initial one hundred thirty (130) workday period of the extension set forth herein, the probationary period shall end at the completion of the initial one hundred thirty (130) workday period. In the event that an employee's initial probationary period is extended, the employee will be advised by the Town Manager or his/her designee of the reason(s) for the extension. During the employee's probationary period and, if applicable, extended probationary period, the employee may be dismissed or otherwise disciplined without access to the grievance procedure of this Agreement.

## ARTICLE XVII VACANCY

### Section 1.

In the event that the Town decides to fill a vacant position or creates a new bargaining unit position, notice of such position shall be posted for a period of seven (7) work days on the Union bulletin board, prior to any action being taken by the Town to fill such vacancy or new position.

The Town Manager or his designee shall also notify the Union and the Union Steward, in writing, of any such position.

Employees wishing to be considered for the position may submit their application, in writing, in accordance with the terms set forth in the notice for the position.

### Section 2.

When the Town creates a new position that's primary duties and responsibilities is bargaining unit work, as set forth in the Recognition Clause, Article I, Section 2; the Town and the Union shall negotiate an appropriate pay rate for the new position, and said position and pay rates shall become effective upon agreement of the parties.

### Section 3.

When an employee is assigned, **in writing, by the Town Manager or his/her designee, to a non-bargaining unit supervisor position for more than thirty (30) consecutive work days (due to either the supervisor's absence from work or the position is vacant) and the employee satisfactorily performs all of the essential duties of a non-bargaining unit supervisor the position (a) who is absent more than thirty (30) consecutive workdays; or (b) whose position is vacant for more than thirty (30) consecutive workdays (pending the filing of the vacant position)** he/she shall receive additional compensation of one dollar (\$1.00) per hour (commencing on the thirty-first (31<sup>st</sup>) consecutive workday).

## ARTICLE XVIII LAYOFF AND RECALL

**Section 1.**

Based on the Department selected for layoff(s) by the Town, layoffs shall be in inverse order of seniority within the impacted Department. Probationary employees within the impacted Department shall be laid off first.

**Section 2.**

When the Town determines that a reduction in the work force is necessary, the Town shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff; or (2) to mitigate the impact on the employee(s).

**Section 3.**

When it becomes necessary for the Town to reduce the work force, the Town shall give a minimum of four (4) weeks' notice to the affected employee(s), in writing, prior to the effective date of the layoff.

In the event that a layoff is pending, the Town shall notify the Union as soon as practical.

The parties understand and agree that in the event of unusual circumstances and less than four (4) weeks' notice is necessary, the Town shall meet and consult with the Union prior to implementing any such layoff.

**Section 4.**

Employee(s) on layoff shall retain recall rights for a period of eighteen (18) months from the date of layoff. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty no more than ten (10) days after receipt of such notification. The time limit may be waived by agreement of the parties. Recalled employees shall return to the same status they held on the date of layoff in terms vacation and sick leave accumulation, and all other benefits (including pension to the extent permitted).

**Section 5.**

Members of the bargaining unit whose names are on the recall list shall be notified of opportunities for temporary, part-time or seasonal positions within the bargaining unit. No new employees shall be hired or promoted for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit recall, and no employee shall forfeit recall rights by declining such employment.

**ARTICLE XIX**  
**CITIZEN COMPLAINTS**

**Section 1.**

**Investigation of Citizen Complaints.** Citizens who complain about the performance or conduct of an employee shall be encouraged to (a) identify themselves; and (b) reduce their complaint to a written statement promptly, normally within ten (10) days.

A written copy of any citizen complaint being investigated will be furnished to the employee at the outset of the investigation.

## **ARTICLE XX** **DISCIPLINARY ACTION**

### **Section 1.**

“Disciplinary action” as used in this Article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.

### **Section 2.**

All disciplinary actions shall be consistent with the infraction for which discipline is being applied.

### **Section 3.**

Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

1. verbal warning.
2. written warning.
3. suspension (with or without pay).
4. discharge.

The Town may take disciplinary action without the need for progressive discipline either: (1) when an offense is of such a nature that warrants it; or (2) for any of the offenses listed below (provided the employee may file a grievance over such discipline):

The following are grounds for immediate discharge by the Town

- A. Being under the influence of alcohol on the job;
- B. Any conduct which constitutes gross neglect or willful misconduct;
- C. Being under the influence of illicit drugs (including prescription drugs not prescribed to the employee) during working hours; or
- D. Any theft.

### **Section 4.**

Except for verbal warnings, all disciplinary action of non-probationary employees may be

appealed through the grievance procedure set forth herein under Article **VII**.

**Section 5.**

Written reasons for all suspensions and discharges must be given to the employee and the Union at the time of the suspension or discharge, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible.

**Section 6.**

Employees who request it shall be entitled to representation by a Union representative at any meeting or inquiry during which the employee(s) may be subject to interrogation in connection with possible disciplinary proceedings. If the employee decides during an interview that he/she needs a representative, the meeting will come to a close until the Union representative can be present.

**Section 7.**

Copies of any disciplinary material placed in the employee's file shall be provided to an employee before being placed in the employee's file.

**ARTICLE XXI**  
**EQUIPMENT USAGE**

**Section 1.**

Town owned, leased and issued phones, data devices, computers, tablets or other electronic devices are to be used for Town business purposes only.

Personal and incidental use of such devices is prohibited, except in the case of an emergency.

Failure to adhere to the provisions set forth herein may result in disciplinary action, in accordance with Article **XX**, Section 3.

Desks, lockers, Town owned or leased vehicles and equipment are considered property of the Town and are therefore subject to inspection by the Town, provided, information not subject to disclosure under HIPAA or other applicable laws may not be inspected by the Town.

**ARTICLE XXII**  
**BULLETIN BOARD**

**Section 1.**

The Town shall designate one (1) bulletin board in Town Hall that shall be used for the purpose of posting notices concerning Union business and activities, provided that there shall be no postings on such bulletin board that are either derogatory or inflammatory. No Union notices



may be posted elsewhere on Town property.

**Section 2.**

The Town Manager or his designee shall give to each employee and to each new employee when hired a copy of this Agreement and a written copy of the Town's Personnel Rules and Regulations. The Town shall provide to the Union one signed copy after the signing of this Agreement.

**ARTICLE XXIII**  
**PERSONNEL FILES**

**Section 1.**

Each employee may review his personnel file by appointment. Should an employee wish to obtain a complete copy of his personnel file, such copy will be provided upon written request, consistent with the provisions of the Connecticut Freedom of Information Act.

**ARTICLE XXIV**  
**SAFETY AND HEALTH**

**Section 1.**

The Town shall provide a safe working environment. The Town shall, at its sole cost and expense, furnish to employees safety equipment that is required by OSHA. Employees have the responsibility and shall report unsafe conditions to the town immediately upon discovery.

**ARTICLE XXV**  
**MISCELLANEOUS**

**Section 1.**

All Personnel Rules and Regulations that are the property of the Town shall be available to all bargaining unit employees. Any future changes that affect those working conditions subject to the Municipal Employee Relations Act ("MERA"), as amended, shall be negotiated with the Union.

**Section 2.**

Nothing in this Agreement shall prevent an employee from holding employment in a position (internal or outside employment) other than his/her bargaining unit position with the Town provided such employment does not conflict with the employee's duties.

In the event that an employee desires to hold a position other than his/her bargaining unit position (internal or outside employment), he/she shall advise the Town Manager of the position prior to commencing work in such position in order to ascertain whether the Town approves such work. Approval shall not be unreasonably denied.

**Section 3.**

Copies of individual job descriptions will be provided to the Union.

**Section 4.**

The Town may, at its discretion, require an employee who fills the Building Official and/or Director of Facilities positions to either be a resident of the Town of East Hampton or live within close proximity of the Town.

Notwithstanding the above, any applicable law, regulation, ordinance or Town Charter provision that requires an employee to either be a resident of the Town of East Hampton or live within close proximity of the Town shall apply.

**Section 5.**

Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the Town.

**Section 6.**

The three (3) members of the Union negotiating committee shall be granted leave from duty with pay for purposes of attending negotiation sessions between the Town and the Union over a successor collective bargaining agreement when such meetings take place at a time during the members' regular workweek, as set forth under Article V.

**Section 7.**

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

**ARTICLE XXVI**  
**CONTINUING EDUCATION**

**Section 1.**

Upon advanced written approval of the Town Manager, active employees enrolled in accredited courses specifically related to the employee's job duties as a Town employee shall be reimbursed for the cost of tuition and books for such courses to a maximum of one thousand dollars (\$1,000.00) per contract year for undergraduate courses or to a maximum of one thousand five hundred dollars (\$1,500.00) per contract year for graduate level courses (whichever is applicable).

In order to be eligible for such reimbursement for preapproved courses, the employee must

provide the Town Manager with proof of a grade of C or better for the course(s). Said sum shall not be due and payable to the employee unless and until proof of successful completion (as set forth above) of the course involved and submission of invoices showing payment of said tuition and books.

Any books purchased will remain the property of the Town.

**ARTICLE XXVII**  
**JOB ACTION RESTRICTION**

**Section 1.**

Neither the Union nor any employees shall induce or engage in any strikes, slowdowns, work stoppages.

**Section 2.**

The Town agrees that it will not lock out the employees covered by this Agreement.

**ARTICLE XXVIII**  
**SAVINGS CLAUSE**

**Section 1.**

If a section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare herein, separately and apart from others.

**ARTICLE XXIX**  
**COMPLETE AGREEMENT**

**Section 1.**

It is understood and agreed that this Agreement contains the complete understanding between the parties and that it may not be amended or altered unless by mutual agreement, in writing, by the parties. Accordingly, this Agreement supersedes any and all practices that have existed prior to the date the parties entered into this Agreement except for those practices that have specifically been agreed to and set forth herein.

**ARTICLE XXX**  
**DURATION**

This Agreement shall be effective July 1, **2019 2020** and shall remain in full force and effect

through June 30, ~~2020~~ 2023. This contract shall remain in effect upon expiration and during negotiation until agreement is reached and signed to amend or modify this Agreement. At least one hundred twenty (120) days before the expiration date of this contract, the parties agree to meet and discuss a new Agreement.

~~If during the course of this Agreement the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.~~

\_\_\_\_\_  
For the Town of East Hampton

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**  
**PAY RATES**

<b><u>Position</u></b>	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>
	2.5%	2.0%	2.25%
	(retroactive to July 1, 2020)		
<b>Director of the Library</b>	<b>\$81,732.76</b>	<b>\$83,367.42</b>	<b>\$85,243.18</b>
<b>Planning and Zoning Official*</b>	<b>\$91,594.02</b>	<b>\$93,425.90</b>	<b>\$95,527.98</b>
<b>Building and Code Enforcement Official*</b>	<b>\$88,976.98</b>	<b>\$90,756.52</b>	<b>\$92,798.54</b>
<b>Senior Center Coordinator</b> (Effective June 30, 2023)	<b>\$56,888.79</b>	<b>\$58,026.57</b>	<b>\$59,332.17</b> <b>\$59,832.17</b>
<b>Director of Facilities</b>	<b>\$96,892.00</b>	<b>\$98,829.84</b>	<b>\$101,053.51</b>
<b>Collector of Revenue</b> (Effective June 30, 2023)	<b>\$63,810.52</b>	<b>\$65,086.73</b>	<b>\$66,551.19</b> <b>\$67,051.19</b>
<b>Parks and Rec. Program Coord.</b> (Effective June 30, 2023)	<b>\$56,701.38</b>	<b>\$57,835.41</b>	<b>\$59,136.70</b> <b>\$59,636.70</b>
<b>Youth &amp; Family Services/ Social Services Director</b>	<b>\$73,374.13</b>	<b>\$74,841.62</b>	<b>\$76,525.55</b>
<b>Assessor</b>	<b>\$75,842.13</b>	<b>\$77,358.97</b>	<b>\$79,099.55</b>
<b>Town Clerk</b>	<b>\$75,312.05</b>	<b>\$76,818.29</b>	<b>\$78,546.70</b>

General wage increases shall be for the periods from July 1<sup>st</sup> to June 30<sup>th</sup> annually and shall be granted on July 1<sup>st</sup> of each applicable contract year.

~~\*As of July 1, 2016, the Planning and Zoning Official and Building and Code Enforcement Official were receiving eighty-five percent (85%) of the July 1, 2015 — June 30, 2016 salaries for their respective positions as their starting salaries. Accordingly, as of July 1, 2016, the salaries set forth above do not reflect their respective base salaries.~~

~~In accordance with Article VIII, Section 5, upon the Planning and Zoning Official and Building and Code Enforcement Official's anniversary dates, they will receive increases based upon the general wage increases set forth in Article VIII, Section 1, provided, however, regardless of their starting salaries, they will be at one hundred percent (100%) of the negotiated salary for their positions no later than their four (4) year anniversary dates.~~

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF EAST HAMPTON**

**AND**

**MUNICIPAL EMPLOYEES UNION INDEPENDENT  
(TOWN SUPERVISORS)**

**JULY 1, 2020 – JUNE 30, 2023**

**FINAL VERSION AS RATIFIED BY THE BARGAINING UNIT**

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**ARTICLE I**  
**RECOGNITION**

**Section 1.**

This Agreement is entered into by and between the Town of East Hampton (hereinafter referred to as “Town”) and the Municipal Employees Union Independent, Local 506 (Town Supervisors) (hereinafter referred to as “Union”).

**Section 2.**

Pursuant to the certification of the Connecticut State Board of Labor Relations dated July 18, 2012 and modified by mutual agreement of the parties in 2015, the Town recognizes the Union as the sole and exclusive bargaining agent for the: Director of the Library, Planning and Zoning Official, Building and Code Enforcement Official, Senior Center Coordinator, Director of Facilities\*, Collector of Revenue, Parks and Recreation Program Coordinator, Youth and Family Services/Social Services Director, Assessor and Town Clerk, excluding the Director of Public Works, Director of Parks and Recreation and all others excluded under the Act.

\*The Director of Facilities shall remain a bargaining unit position, however, as long as the Town shares the position with the East Hampton Board of Education, it will remain vacant.

**Section 3.**

All collective bargaining with respect to hours of work, wages, benefits, grievance procedure and other conditions of employment referred to in this Agreement shall be conducted by the authorized representative of the Union and the authorized representative of the Town only.

**ARTICLE II**  
**STABILITY OF AGREEMENT**

**Section 1.**

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

**Section 2.**

If any Article or Section hereof is declared to be invalid or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity shall not affect the other Articles and Section or portions thereof which shall be valid.



**ARTICLE III**  
**UNION SECURITY**

**Section 1.**

The Town agrees to deduct from the pay of bargaining unit members who elect to become members of the Union membership dues and initiation fees, as may be fixed by the Union. Such deduction shall continue unless the bargaining unit member advises the Town in writing that he/she elects to discontinue dues deductions.

**Section 2.**

The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rate of Union dues. The Union will also furnish the Town with an authorization card signed by the employees authorizing the Town to make such deductions.

The Union shall indemnify and hold the Town harmless against any and all claims, suits or other forms of liability, including, but not limited to, attorney fees, that shall arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Article.

**Section 3.**

The deduction of Union fees and dues for any month shall be made during the applicable month and shall be remitted to the financial office of the Union no later than the third Thursday of the following month. The monthly dues remittances to the union will be accompanied by the list of employees from whose wage dues deductions have been made.

**Section 4.**

No dues will be deducted when an employee is no longer receiving a paycheck.

**Section 5.**

Union representatives and stewards, upon notice to the office of the Town Manager, shall be permitted to enter any work location for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent. Such presence shall not create a disruption to the Town's business operations.

**Section 6.**

Any steward shall be released from his/her assignment to fulfill the duties above, upon permission from his/her supervisor. When contacting an employee, the steward shall first report to, and obtain permission to see the employee from the employee's supervisor.

**Section 7.**

During the term of this Agreement, upon request from the Union, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and the rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

**Section 8.**

The Town agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

**Section 9.**

The Town will provide the Union with electronic notice of the name, job title, department, work location, home telephone number, home address and Town email address of any newly hired bargaining unit employee within two (2) calendar weeks of his/her date of hire.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

**Section 1.**

Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority, whether expressed or implied, heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility, and prerogative of the management of the affairs of the Town and direction of the working force.

**Enumerated Rights.** The exclusive functions and rights of the Town include, but are not restricted to, the right:

To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures; to direct the operation of the employees in all aspects; to determine the methods and levels of financing and budget allocation; to select, determine and from time to time re-determine the number of employees to be employed by the Town and the job skills of employees required to perform the Town's operations; to employ, transfer, promote, demote, layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons; to discipline, suspend and/or discharge employees for just cause; to determine the procedures for promotions and transfers; to select and determine the qualifications of employees; to select and employ new personnel; to determine job descriptions and job classifications; to create, enforce and from time to time change rules and regulations concerning discipline and the performance of work; to establish contracts or

subcontracts provided such action is not done in order to undermine the Union.

**Unenumerated Rights.** The listing of specific rights in Section 1 of this Article is not intended to be all inclusive, restrictive or a waiver of any rights of the Town not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Town.

## **ARTICLE V** **HOURS OF WORK**

### **Section 1.**

The workweek for bargaining unit members shall commence at 12:01 on Sunday and end at midnight on the following Saturday.

### **Section 2.**

The regular workweek for bargaining unit employees during regular business hours shall be thirty-five (35) hours per week and consist of the following:

- Senior Center employee:

Monday through Thursday 8:30 a.m. - 4:00 p.m. (one-half (1/2) hour unpaid lunch)  
Friday 9:00 a.m. - 4:00 p.m. (lunch as time permits while performing job functions)

- Park and Recreation Supervisor:

Monday through Friday: 8:00 a.m. - 4:00 p.m. (one (1) hour unpaid lunch)

- Librarian: 35 hour workweek consisting of:

Monday through Friday (9:30 a.m. – 5:00 p.m. with a one-half (1/2) hour unpaid lunch).\*

\*If the Librarian employed by the Town at the time of the execution of this Agreement leaves employment with the Town for any reason, the Town may adjust the hours for the position to the following in lieu of the hours set forth above:

Monday, Tuesday, Thursday, Friday and Saturday: 9:30 a.m. - 5:00 p.m. (one-half (1/2) hour unpaid lunch.

- All other employees 35 hour workweek consisting of:

Monday, Wednesday and Thursday: 8:00 a.m. - 4:00 p.m. (one (1) hour unpaid

lunch)

Tuesday: 8:00 a.m. - 6:30 p.m. (one (1) hour unpaid lunch)

Friday: 8:00 a.m. - 12:30 p.m. (no lunch break)

In the event that the Town decides to change the hours of operation of any Town department thus requiring the need to change the regular hours of work of a bargaining unit employee, the Town will notify the Union prior to implementing such change in order to negotiate the impact of the decision, if any.

The regular workweek and work hours for employees set forth above is for purposes of delineating the employee's workweek and work hours during the Town's normal operating hours. Accordingly, the work hours set forth above do not include any after hours, weekend meetings or duties that employees may be required to perform outside of his/her regular workday as part of his/her responsibilities as a supervisor.

## **ARTICLE VI** **HOLIDAYS**

### **Section 1.**

The Town shall provide the following paid holidays for all employees based upon the employee's regular hours of work:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day (observed)	Two (2) floating holidays
Labor Day	

The Town shall provide the following paid holidays for all employees hired on or after July 1, 2016 based upon the employee's regular hours of work:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day (observed)	
Labor Day	

### **Section 2.**

Holidays falling on a Saturday shall be observed on the Friday preceding the holiday. Holidays falling on a Sunday shall be observed on the Monday following the holiday.

### **Section 3.**

If the Town opens Town offices on any of the holidays set forth herein and the Town requires the employee to work on such day, the employee will receive: (1) his/her regular hourly rate of pay for all work performed on such holiday; and (2) a floating holiday to be used by the end of the contract year.

### **Section 4.**

In order to qualify for holiday pay, the employee must work his/her last regularly scheduled workday prior to and his/her next regularly scheduled workday following the holiday unless the employee is out of work on a previously approved vacation day, personal day, jury duty, funeral leave, floating holiday or a sick day.

In the case of a sick day, the employee may qualify for the paid holiday only upon presenting a note from the physician treating the employee for the illness that caused the sick day.

In the case of jury duty, the employee may qualify for the paid holiday only upon presenting proof of service upon his/her return to work.

### **Section 5.**

If a holiday occurs while an employee is out on sick leave, the day shall be charged as a holiday and not be charged as a sick day.

If a holiday falls when an employee is on paid vacation, he/she shall be paid for the holiday and no deduction shall be made from his/her vacation time.

### **Section 6.**

Except as set forth in Section 3 herein, when an employee is ordered to work on a holiday listed in Section 1 above, he/she shall be compensated at the rate of his/her regular base rate of pay in addition to holiday pay for all hours authorized and actually worked on such day.

### **Section 7.**

Employees out of work due to a workplace injury shall not be eligible for holiday pay during such absence if the employee is receiving workers' compensation benefits (any form of temporary total disability benefits, temporary partial disability benefits or a permanency award), in accordance with the Connecticut Workers' Compensation Act during such absence.

**ARTICLE VII**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.**

The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practical so as to insure efficiency.

**Section 2.**

A grievance is defined as any claimed violation, misapplication, or misinterpretation of a specific Section or Article of this Agreement, filed by a grievant(s), who is a member of the bargaining unit making a claim that a grievance has occurred to his or her detriment. The Union may file a grievance as set forth in Section 4 of this Article.

**Section 3.**

Grievances must be filed in writing. The Article(s) or Section(s) of the Agreement involved, as well as the remedy sought, must be set forth in the grievance. All grievances shall be handled in accordance with the procedures set forth below in this Article.

**Section 4.**

Any employee may use this grievance procedure with or without the assistance of a Union representative. However, only the Union may file for arbitration. The Union may file a grievance on behalf of an individual member, a group of members or on behalf of the Union as a whole. However, should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may continue to the next succeeding step following that which the employee has utilized. However, any settlement of an individually processed grievance shall not violate this Agreement or change working conditions.

**Section 5.**

**STEP ONE:** An employee or his Union representative, if represented, or the Union may submit a grievance in accordance with this Article, to the aggrieved employee's direct supervisor within fifteen (15) days of the event giving rise to the grievance, or within fifteen (15) days of when the grievant knew or reasonably should have known of said event. The supervisor will make an effort to resolve the grievance and will render an answer to the grievance in writing within fifteen (15) days of the receipt of the grievance. This answer will be provided to the aggrieved employee and his/her Union representative.

**Section 6.**

**STEP TWO:** If the aggrieved employee or the Union is not satisfied with the decision rendered by the direct supervisor, the union may submit the grievance in writing to the Town Manager within fifteen (15) days of receipt of the decision. The Town Manager shall render a written

decision within fifteen (15) days after submission of the grievance to the Town Manager. If the grievance is denied, the Town Manager shall state the reason(s) for such decision.

**Section 7.**

**STEP THREE:** (Arbitration): If not settled, the grievance may be submitted to arbitration only by the Union or the Town before the Connecticut State Board of Mediation and Arbitration (“CSBMA”). The Union will advise the Town Manager in writing of any submission of a grievance to arbitration.

**Section 8.**

Any time limits specified in this Article may be extended by mutual agreement in writing by the parties to this Agreement, provided that if a grievance is not filed within the initial period referenced in Section 5, the grievance shall be deemed waived; or if it is not submitted by the employee or the Union to a higher step in accordance with the procedure as delineated in this Article, it will be deemed settled on the basis of the answer in the Step last considered. In the event the Town fails to respond within the time limits provided in Sections 5 or 6 of this Article, the grievance may be advanced to the next step in accordance with the procedure delineated in this Article.

**Section 9.**

The Union may submit a grievance directly to Step 2, in cases of suspension or dismissal, or if the Town Manager is the employees direct supervisor.

**Section 10.**

Each party shall bear its own expenses for arbitration, except as otherwise provided in this Article.

**Section 11.**

All references to “days” herein shall be considered to mean calendar days. If Town Hall is closed on the day on which an appeal period ends, a party’s submission or response shall be due on the next business day.

**ARTICLE VIII**  
**COMPENSATION**

**Section 1.**

The pay rates for bargaining unit positions are set forth in Appendix A hereto.

- Effective July 1, 2020, a general wage increase of 2.5%.

- Effective July 1, 2021, a general wage increase of 2.0%.
- Effective July 1, 2022, a general wage increase of 2.25% (with a salary adjustment of five hundred dollars (\$500.00) for the Senior Center Coordinator, Collector of Revenue and Parks and Recreation Coordinator positions effective on June 30, 2023).

## **Section 2.**

The regular payday for bargaining unit members is on Thursday. Paychecks will be released to employees after 12:00 noon on Thursday. In the event a holiday falls on Thursday, employees shall be paid on Wednesday. In the event that the Town decides to change the regular payday, the Town agrees to bargain over the secondary effect of such decision. Paychecks will be issued on a bi-weekly schedule. All employees shall be paid by direct deposit.

## **Section 3.**

### **Non-Exempt Employees**

Non-exempt employees are subject to the overtime provisions of the Fair Labor Standards Act for all hours worked after forty (40) hours worked in a workweek.

Non-exempt bargaining unit positions shall be considered:

- Parks and Rec. Program Coordinator

Non-exempt employees shall not be eligible for flex time.

### **Exempt Employees**

Exempt employees may be granted flex time upon approval of the Town Manager for hours worked substantially beyond the reasonable requirements of the employee's position in accordance with the following:

- Flex time will be permitted due to required attendance at more than two (2) evening meetings or weekend meetings during the same calendar month.
- Flex time will be permitted for up to ten (10) hours in a workweek for hours an exempt employee is required to work by the Town Manager or his/her designee in excess of ten (10) hours beyond the employee's regular workweek (for work hours forty-six (46) through fifty-five (55) in a workweek).
- Flex time will, however, not be permitted due to attendance at conferences, seminars, training, travel time, reporting to work one (1) hour or less before the exempt employees regular start time, staying at work one (1) hour or less after the exempt employees regular end time or working beyond the exempt employees



regular work schedule to catch up on work.

- Flex time must be used within the same payroll period or the subsequent payroll period that it is approved.
- The exempt employee will advise the Human Resources Director of the approved use of flex time and the specific hours of work when the flex time has been or will be used, as approved by the Town Manager.

Exempt bargaining unit positions shall be considered:

- Director of the Library
- Planning and Zoning Official
- Building and Code Enforcement Official
- Senior Center Coordinator
- Director of Facilities
- Collector of Revenue
- Youth & Family Services/Social Services Director Assessor
- Town Clerk
- Assessor

**Section 4.**

Only employees hired for bargaining unit positions prior to July 1, 2014 shall be eligible for longevity pay.

Longevity pay will be paid annually after the employee meets the service requirement as follows:

5 years	\$ 200.00
10 years	\$ 350.00
15 years	\$ 500.00
20 years	\$ 650.00
25 years	\$ 800.00
30 years	\$ 950.00
35 years	\$1,100.00

Annual longevity payments shall be made in full upon the anniversary date of employment.

**Section 5.**

At the discretion of the Town Manager (or his/her designee) new members of the bargaining unit (or current members in a different bargaining unit position) may receive a percent of the negotiated salary for his/her position of between eighty-five percent (85%) and one hundred percent (100%) of the negotiated salary (as set forth in Appendix A).

Upon the employee's anniversary date(s), he/she shall receive increases based upon the general

wage increases set forth in Article VIII, Section 1, provided, however, regardless of the employee's starting salary, he/she shall be at one hundred percent (100%) of the negotiated salary for his/her position no later than his/her four (4) year anniversary date.

**ARTICLE IX**  
**MILEAGE**

**Section 1.**

When an employee is required by either his/her Department Head or the Town Manager to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at IRS rates.

**ARTICLE X**  
**INSURANCE**

**Section 1.**

The Town will provide the following insurance coverage for all eligible full-time-employees and their eligible dependents:

1. The Connecticut State Partnership Plan and the prescription drug plan offered through the Connecticut State Partnership Plan, provided, if the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted).
2. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP").
3. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
4. The carrier network for the plan will be the carrier selected by the State.
5. Employees will pay the following premium share contributions in lieu of the premium share contributions set forth under Article X of the collective bargaining agreement between the parties:

July 1, 2020 – June 30, 2021: 12% (effective upon ratification)

July 1, 2021 – June 30, 2022: 13%

July 1, 2022 – June 30, 2023: 13%

Such premium share contribution shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.

6. In the event that the State imposes additional fees or increases the Town's cost of the premium at the end of any contract year, employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution as set forth above.
7. If the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.

### **Employee Change in Coverage**

Future changes in coverage for employees and dependents initiated by the employee may only be made as of each July 1<sup>st</sup> or when there is a qualifying event (such as marriage or divorce, birth or adoption of a child, death of the employee's spouse or other dependent or termination of employment of the spouse in accordance with IRS Section 125 regulations).

The annual selection period for choice in medical coverage shall be from May 1<sup>st</sup> to May 31<sup>st</sup> to be effective on July 1<sup>st</sup>.

### **Section 2.**

An employee who elects not to accept the health insurance benefits provided above, shall be remunerated in the amount of five hundred dollars (\$500.00) at the end of each quarter of the contract year (on or about July 1<sup>st</sup>, on or about October 1<sup>st</sup>, on or about January 1<sup>st</sup> and on or about April 1<sup>st</sup>); provided, however, said employee shall furnish to the Town evidence satisfactory to the Town that said employee carries, individually or through members of his immediate family, insurance coverage similar to or better than that offered by the Town in this Article. Such person choosing this option shall not be able to change his/her decision prior to the end of each quarter, and the Town shall be relieved of its responsibility to provide such coverage during the previous quarter. Life insurance, however, shall continue to be provided to such employee.

## **ARTICLE XI** **LEAVE PROVISIONS**

The provisions set forth under Sections 1 through 6 below shall only apply to bargaining unit employees hired prior to July 1, 2016 for bargaining unit positions covered by this Agreement.

### **Sick Leave**

#### **Section 1.**

Sick leave is to be used only in the case of actual illness or injury which prohibits the employee from performing his/her duties and for a reason set forth below:

- Personal illness, physical condition, physical quarantine, physical incapacity, or non-compensable bodily injury, except where directly traceable to employment by an employer other than the Town, which prohibits the employee from performing his/her duties.
- When the employee is required to undergo medical, optical, or dental treatments, only when this cannot be accomplished on off-duty hours, and provided the Department Head is notified at least one (1) day in advance of the day on which the absence is to occur.
- When the serious illness, as defined under the Federal Family & Medical Leave Act, of a member of the employee's immediate family requires his personal attendance, when supported by note from the physician treating the immediate family member.

## **Section 2.**

Sick time shall be earned by each full-time employee at the rate of eight and three quarter hours (8.75) for each complete calendar month of continuous employment, the total of which shall not exceed one hundred five (105) hours in any twelve (12) months.

Sick time earned in any month of employment with the Town shall be available during any subsequent month of employment.

Part-time employees shall earn sick time on a prorated basis based on the employee's length of continuous service from his/her date of hire.

## **Section 3.**

The Town may require proof of illness for any absence from work for four (4) consecutive work days or eight (8) times per rolling twelve (12) month period.

If the frequency rate rises to eight (8) times during a rolling twelve (12) month period, a doctor's note from the treating physician may be required for all illnesses unless waived by the Town Manager.

Proof of illness may include a note from the employee's regular treating physician or other proof of illness or injury from the employee's regular treating physician, indicating the nature and duration of the illness.

## **Section 4.**

The following shall apply to sick time:

- A. All unused sick time accumulated during an employee's continuous employment may be accumulated to a maximum of eight hundred and forty hours.

- B. No credit toward sick time shall be granted for time worked in excess of an employees' normal workweek.
- C. Sick time shall continue to be credited during authorized leaves of absence with pay.

**Section 5.**

The following shall apply to the payment for unused, accumulated sick time:

- A. An employee who has successfully completed his/her probationary period, upon his/her voluntary separation from employment with two (2) weeks' written notice to the Town Manager, shall receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused sick time as severance pay to a maximum of four hundred twenty (420) hours.

An employee, who is terminated from employment or resigns in lieu of termination, shall not be eligible for such remuneration.

- B. Upon the retirement or death of an employee, eighty (80%) percent of his credited, unused sick days shall be remitted on the basis of his/her regular hourly rate of pay to the employee or his/her estate to a maximum of six hundred thirty (630) hours.
- C. An employee who is subject to a layoff, may elect to receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused sick days, as severance pay, to a maximum of four hundred twenty (420).

If an employee elects such pay out, he/she shall forfeit all remaining sick leave if recalled at a later date. An employee must elect this option before his/her recall rights have expired.

**Personal Days**

**Section 6.**

Effective July 1<sup>st</sup> of each contract year, full-time employees with one (1) or more years of employment as a Town employee shall be eligible for three (3) personal days per contract year to be used for necessary personal business that otherwise cannot be conducted outside of the employee's work day.

Employees shall not be eligible for personal days during their respective probationary periods.

During an employee's first year of service as a Town employee, upon completion of his/her probationary period, he/she shall be eligible for a pro-rated number of personal days.

If an employee has less than (1) year of service as a Town employee on July 1<sup>st</sup> following his/her date of hire as a Town employee, he/she shall receive a prorated number of personal days for

such contract year.

Personal days shall not be cumulative.

Employees' shall receive their regular hourly rate of pay for personal days based on his/her scheduled hours of work for the specific day that the personal day is used.

Except in the case of an emergency, employees must request approval from his/her immediate supervisor to take a personal day at least forty-eight (48) hours in advance of such day.

Upon an employee's severance from employment, he/she shall not be paid for unused personal days.

### **Paid Time Off**

The provisions set forth under Section 7 below shall only apply to bargaining unit employees hired on or after July 1, 2016 for bargaining unit positions covered by this Agreement.

### **Section 7.**

New members of the bargaining unit shall be credited with sixteen (16) hours of paid time off ("PTO") on a monthly basis during his/her first year of employment with the Town in a bargaining unit position covered by this Agreement. The initial sixteen (16) hours will be credited on the employee's date of hire in a bargaining unit position covered by this Agreement. Such credited PTO may not be used until the employee completes his/her probationary period.

On July 1<sup>st</sup> of each contract year, each full-time employee will be provided with one hundred ninety-two (192) hours of PTO.

After five (5) years of completed service for the Town in a bargaining unit position covered by this Agreement, a full-time employee will be credited with two hundred ten (210) hours of PTO.

After ten (10) years of completed service for the Town in a bargaining unit position covered by this Agreement, a full-time employee will be credited with two hundred twenty-eight (228) hours of PTO.

A request to use PTO on an individual day (or a portion thereof) must be submitted to the employee's immediate supervisor for approval as soon as possible prior to the use of such individual day off.

The use of greater than one (1) day of PTO must be requested in writing to the employee's immediate supervisor for approval, at a minimum, fourteen (14) days prior to the requested day(s) off.

In the event that an employee fails to provide such fourteen (14) days' notice and the employee

misses three (3) or more consecutive work days, the employee must submit proof of illness upon his/her return to work. Proof of illness may include a note from the employee's regular treating physician or other proof of illness or injury from the employee's regular treating physician, indicating the nature and duration of the illness.

All unused PTO credited during an employee's continuous employment may be accumulated to a maximum of three hundred fifty (350) hours.

The following shall apply to the payment for unused, credited PTO:

An employee who has successfully completed his/her probationary period, upon his/her voluntary separation from employment with two (2) weeks' written notice to the Town Manager, shall receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused PTO.

An employee, who is terminated from employment or resigns in lieu of termination, shall not be eligible for such remuneration.

Upon the retirement or death of an employee, eighty (80%) percent of his credited, unused PTO shall be remitted on the basis of his/her regular hourly rate of pay to the employee or his/her estate.

An employee who is subject to a layoff, may elect to receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused PTO as severance pay.

If an employee elects such pay out, he/she shall forfeit all remaining PTO if recalled at a later date. An employee must elect this option before his/her recall rights have expired.

The provisions set forth under Sections 8-10 below shall apply to all bargaining unit employees.

## **Funeral Leave**

### **Section 8.**

Each employee shall be granted, with pay, funeral leave up to a total of three (3) working days in the event of the death of the employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, stepchild or stepparent.

Each employee shall be granted, with pay, funeral leave up to a total of two (2) working days in the event of the death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law.

Leave taken under this section will be taken in the period between the death of the relative and through the funeral. When an employee is taking leave under this section and the funeral is held over three hundred (300) miles from the employee's home, the employee will be granted one (1)

more day of paid leave, which may be used for travel after the funeral.

Each employee shall be granted with pay funeral leave up to a total of one (1) working day in the event of the death of the employee's aunt, uncle, niece or nephew.

Funeral leave shall apply only to an employee who is actually in attendance at the funeral or engaged in activities in connection therewith.

## **Military Leave**

### **Section 9.**

Military leave shall be granted to employees when required to serve a period on active reserve or National Guard duty in accordance with the requirements of the law.

Any regular employee who leaves the services of the Town to join the military forces of the United States of America, during the time of war or other national emergency, or who is inducted by the Selective Service, shall be entitled to a leave of absence, accumulation of seniority and re-employment rights in accordance with the requirements of the law.

## **Jury Duty**

### **Section 10.**

The Town will provide jury leave for employees ordered to serve on jury duty, precluding their being available for work. When serving on jury duty, the employee shall receive that portion of his regular pay, which will, together with jury pay, equal his total salary for the same pay period. The employee shall notify his immediate supervisor of the scheduled jury duty within seven (7) days of receipt of a jury duty notice, and at least forty-eight (48) hours in advance of a scheduled appearance. When notification of jury duty is less than forty-eight (48) hours in advance of a scheduled appearance, the employee shall notify his or her supervisor as soon as possible. An employee reporting for jury duty and who is dismissed shall return to work so long as they are released before 12:00 Noon.

## **ARTICLE XII** **LEAVE USAGE**

### **Section 1.**

The use of sick time, personal time, floating holidays, and vacation time (where applicable as set forth under Article XI), flex time (where applicable as set forth under Article VIII) and PTO (where applicable as set forth under Article XI) may be utilized by the employee in one (1) hour increments.



**ARTICLE XIII**  
**WORKERS' COMPENSATION**

**Section 1.**

Employees are covered by workers' compensation insurance and are compensated for covered injuries received on duty, where applicable.

The Town, in case of compensable injuries covered by workers' compensation incurred in the line of duty, shall supplement the payments of the workers' compensation carrier, so the employee will receive his/her full base rate of pay (less applicable state and federal withholdings) while the employee is out of work and receiving temporary, total disability benefits, for a period not to exceed six (6) calendar months.

In the event that an employee is out of work and is temporary, partially disabled and light duty work is available for such employee (as determined by the Town); he/she shall work the light duty assignment (provided such light duty work is within his/her light duty restrictions) and not be eligible for the supplemental benefit set forth herein.

In the event that an employee is out of work and is temporary, partially disabled and no light duty work is available within his/her light duty restrictions (as determined by the Town), he/she shall be eligible for the supplemental benefit set forth herein.

**ARTICLE XIV**  
**VACATIONS**

The provisions set forth under Sections 1 through 6 below shall only apply to bargaining unit employees hired prior to July 1, 2016 for bargaining unit positions covered by this Agreement.

**Section 1.**

Full-time employees shall be eligible for annual paid vacation time in accordance with the following schedule:

<b><u>Length of Continuous Service from the employee's date of hire</u></b>	<b><u>Vacation Leave</u></b>
Less than one (1) year of service	zero (0) hours*
Upon completion of one (1) year of service	one hundred five (105) hours
Upon completion of ten (10) years of service	one hundred forty (140) hours
Upon completion of fifteen (15) years of service	one hundred seventy five (175) hours

\*After successful completion of the probation period (or extended probation period, if applicable), an employee in good standing may be permitted to take thirty five (35) hours of vacation from the one hundred five (105) hours he/she will be provided upon the completion of one (1) year of service.

Part-time employees shall receive vacation time on a prorated basis based on the employee's length of continuous service from his/her date of hire.

**Section 2.**

Employees shall be permitted to carryover unused vacation time from year to year to a maximum of two hundred ten (210) hours.

**Section 3.**

Except as set forth in Section 4 below, vacation time shall be forfeited upon an employee's separation from employment, including but not limited to, due to termination from employment or resignation.

**Section 4.**

The Town may pay an employee separating from employment in good standing all remaining vacation time up to a maximum of two hundred ten (210) hours. For purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through the date of the employee's separation from employment.

Upon termination or resignation without a minimum of two (2) weeks' notice, all vacation time shall be forfeited.

**Section 5.**

Retiring employees may not utilize vacation time to extend their retirement date.

**Section 6.**

In the event of the death of an employee, the employee's vacation time shall be paid to the employee's estate, up to the maximum number of hours permitted, provided, however, for purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through the date of death.

**ARTICLE XV**  
**RETIREMENT**

**Section 1.**

Except as set forth below, a separate pension plan agreement effective January 1, 2008 and separately negotiated shall continue in effect until amended by mutual agreement of the parties, provided, however, effective upon ratification, the eligible employee's contribution toward the plan shall be seven percent (7.0%). Effective July 1, 2021, the eligible employee's contribution toward the plan shall be seven and one-half percent (7.5%). Effective July 1, 2022, the eligible employee's contribution toward the plan shall be eight percent (8.0%).

“Average Annual Earnings” means if the Participant retires from employment with the Town on or after his Normal Retirement Date, or retires or otherwise terminates employment prior to his Normal Retirement Date, his highest average annual earnings received for the last sixty (60) months immediately preceding the date the Participant’s employment terminates.

**Section 2.**

Employees hired on or after July 1, 2016, shall not be eligible for the plans set forth herein. Such employees shall be eligible for a 401A defined contribution plan offered by the Town in accordance with the terms of the plan.

**Section 3.**

The Town will implement a pre-tax wage deduction plan in accordance with applicable federal and state laws as it applies to health and retirement co-pays.

**ARTICLE XVI**  
**SENIORITY**

**Section 1.**

A seniority list shall be established by the Town showing each employee’s length of continuous service as an employee of the Town.

For purposes of either layoffs or vacancies, each employee’s length of service as a Supervisor for the Town shall be utilized.

For purposes of eligibility for benefits, each employee’s length of service as a Town employee from his/her date of hire shall be utilized.

**Section 2.**

“Date of Hire” as used in this Article shall mean the first day of work that the employee begins earning wages from the Town.

**Section 3.**

If two (2) (or more) employees are hired on the same date, seniority shall then be determined by date of birth (the older employee having more seniority).

**Section 4.**

All new employees shall serve a probationary period of one hundred thirty (130) workdays. Workdays shall be defined as days that the employee attended a full workday. The Town Manager may, at his/her discretion, extend the probationary period for an additional thirty (30)

workday period. If the Town Manager or his/her designee does not notify the employee at the end of the initial one hundred thirty (130) workday period of the extension set forth herein, the probationary period shall end at the completion of the initial one hundred thirty (130) workday period. In the event that an employee's initial probationary period is extended, the employee will be advised by the Town Manager or his/her designee of the reason(s) for the extension. During the employee's probationary period and, if applicable, extended probationary period, the employee may be dismissed or otherwise disciplined without access to the grievance procedure of this Agreement.

## **ARTICLE XVII** **VACANCY**

### **Section 1.**

In the event that the Town decides to fill a vacant position or creates a new bargaining unit position, notice of such position shall be posted for a period of seven (7) work days on the Union bulletin board, prior to any action being taken by the Town to fill such vacancy or new position.

The Town Manager or his designee shall also notify the Union and the Union Steward, in writing, of any such position.

Employees wishing to be considered for the position may submit their application, in writing, in accordance with the terms set forth in the notice for the position.

### **Section 2.**

When the Town creates a new position that's primary duties and responsibilities is bargaining unit work, as set forth in the Recognition Clause, Article I, Section 2; the Town and the Union shall negotiate an appropriate pay rate for the new position, and said position and pay rates shall become effective upon agreement of the parties.

### **Section 3.**

When an employee is assigned, in writing, by the Town Manager or his/her designee, to a non-bargaining unit supervisor position for more than thirty (30) consecutive work days (due to either the supervisor's absence from work or the position is vacant) and the employee satisfactorily performs all of the essential duties of the position, he/she shall receive additional compensation of one dollar (\$1.00) per hour (commencing on the thirty-first (31<sup>st</sup>) consecutive workday).

## **ARTICLE XVIII** **LAYOFF AND RECALL**

### **Section 1.**

Based on the Department selected for layoff(s) by the Town, layoffs shall be in inverse order of seniority within the impacted Department. Probationary employees within the impacted

Department shall be laid off first.

**Section 2.**

When the Town determines that a reduction in the work force is necessary, the Town shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff; or (2) to mitigate the impact on the employee(s).

**Section 3.**

When it becomes necessary for the Town to reduce the work force, the Town shall give a minimum of four (4) weeks' notice to the affected employee(s), in writing, prior to the effective date of the layoff.

In the event that a layoff is pending, the Town shall notify the Union as soon as practical.

The parties understand and agree that in the event of unusual circumstances and less than four (4) weeks' notice is necessary, the Town shall meet and consult with the Union prior to implementing any such layoff.

**Section 4.**

Employee(s) on layoff shall retain recall rights for a period of eighteen (18) months from the date of layoff. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty no more than ten (10) days after receipt of such notification. The time limit may be waived by agreement of the parties. Recalled employees shall return to the same status they held on the date of layoff in terms vacation and sick leave accumulation, and all other benefits (including pension to the extent permitted).

**Section 5.**

Members of the bargaining unit whose names are on the recall list shall be notified of opportunities for temporary, part-time or seasonal positions within the bargaining unit. No new employees shall be hired or promoted for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit recall, and no employee shall forfeit recall rights by declining such employment.

**ARTICLE XIX**  
**CITIZEN COMPLAINTS**

**Section 1.**

**Investigation of Citizen Complaints.** Citizens who complain about the performance or conduct of an employee shall be encouraged to (a) identify themselves; and (b) reduce their complaint to a written statement promptly, normally within ten (10) days.

A written copy of any citizen complaint being investigated will be furnished to the employee at the outset of the investigation.

**ARTICLE XX**  
**DISCIPLINARY ACTION**

**Section 1.**

“Disciplinary action” as used in this Article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.

**Section 2.**

All disciplinary actions shall be consistent with the infraction for which discipline is being applied.

**Section 3.**

Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

1. verbal warning.
2. written warning.
3. suspension (with or without pay).
4. discharge.

The Town may take disciplinary action without the need for progressive discipline either: (1) when an offense is of such a nature that warrants it; or (2) for any of the offenses listed below (provided the employee may file a grievance over such discipline):

The following are grounds for immediate discharge by the Town

- A. Being under the influence of alcohol on the job;
- B. Any conduct which constitutes gross neglect or willful misconduct;
- C. Being under the influence of illicit drugs (including prescription drugs not prescribed to the employee) during working hours; or
- D. Any theft.

**Section 4.**

Except for verbal warnings, all disciplinary action of non-probationary employees may be appealed through the grievance procedure set forth herein under Article VII.

**Section 5.**

Written reasons for all suspensions and discharges must be given to the employee and the Union

at the time of the suspension or discharge, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible.

**Section 6.**

Employees who request it shall be entitled to representation by a Union representative at any meeting or inquiry during which the employee(s) may be subject to interrogation in connection with possible disciplinary proceedings. If the employee decides during an interview that he/she needs a representative, the meeting will come to a close until the Union representative can be present.

**Section 7.**

Copies of any disciplinary material placed in the employee's file shall be provided to an employee before being placed in the employee's file.

**ARTICLE XXI**  
**EQUIPMENT USAGE**

**Section 1.**

Town owned, leased and issued phones, data devices, computers, tablets or other electronic devices are to be used for Town business purposes only.

Personal and incidental use of such devices is prohibited, except in the case of an emergency.

Failure to adhere to the provisions set forth herein may result in disciplinary action, in accordance with Article XX, Section 3.

Desks, lockers, Town owned or leased vehicles and equipment are considered property of the Town and are therefore subject to inspection by the Town, provided, information not subject to disclosure under HIPAA or other applicable laws may not be inspected by the Town.

**ARTICLE XXII**  
**BULLETIN BOARD**

**Section 1.**

The Town shall designate one (1) bulletin board in Town Hall that shall be used for the purpose of posting notices concerning Union business and activities, provided that there shall be no postings on such bulletin board that are either derogatory or inflammatory. No Union notices may be posted elsewhere on Town property.

**Section 2.**

The Town Manager or his designee shall give to each employee and to each new employee when

hired a copy of this Agreement and a written copy of the Town's Personnel Rules and Regulations. The Town shall provide to the Union one signed copy after the signing of this Agreement.

**ARTICLE XXIII**  
**PERSONNEL FILES**

**Section 1.**

Each employee may review his personnel file by appointment. Should an employee wish to obtain a complete copy of his personnel file, such copy will be provided upon written request, consistent with the provisions of the Connecticut Freedom of Information Act.

**ARTICLE XXIV**  
**SAFETY AND HEALTH**

**Section 1.**

The Town shall provide a safe working environment. The Town shall, at its sole cost and expense, furnish to employees safety equipment that is required by OSHA. Employees have the responsibility and shall report unsafe conditions to the town immediately upon discovery.

**ARTICLE XXV**  
**MISCELLANEOUS**

**Section 1.**

All Personnel Rules and Regulations that are the property of the Town shall be available to all bargaining unit employees. Any future changes that affect those working conditions subject to the Municipal Employee Relations Act ("MERA"), as amended, shall be negotiated with the Union.

**Section 2.**

Nothing in this Agreement shall prevent an employee from holding employment in a position (internal or outside employment) other than his/her bargaining unit position with the Town provided such employment does not conflict with the employee's duties.

In the event that an employee desires to hold a position other than his/her bargaining unit position (internal or outside employment), he/she shall advise the Town Manager of the position prior to commencing work in such position in order to ascertain whether the Town approves such work. Approval shall not be unreasonably denied.

**Section 3.**

Copies of individual job descriptions will be provided to the Union.



**Section 4.**

The Town may, at its discretion, require an employee who fills the Building Official and/or Director of Facilities positions to either be a resident of the Town of East Hampton or live within close proximity of the Town.

Notwithstanding the above, any applicable law, regulation, ordinance or Town Charter provision that requires an employee to either be a resident of the Town of East Hampton or live within close proximity of the Town shall apply.

**Section 5.**

Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the Town.

**Section 6.**

The three (3) members of the Union negotiating committee shall be granted leave from duty with pay for purposes of attending negotiation sessions between the Town and the Union over a successor collective bargaining agreement when such meetings take place at a time during the members' regular workweek, as set forth under Article V.

**Section 7.**

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

**ARTICLE XXVI**  
**CONTINUING EDUCATION**

**Section 1.**

Upon advanced written approval of the Town Manager, active employees enrolled in accredited courses specifically related to the employee's job duties as a Town employee shall be reimbursed for the cost of tuition and books for such courses to a maximum of one thousand dollars (\$1,000.00) per contract year for undergraduate courses or to a maximum of one thousand five hundred dollars (\$1,500.00) per contract year for graduate level courses (whichever is applicable).

In order to be eligible for such reimbursement for preapproved courses, the employee must provide the Town Manager with proof of a grade of C or better for the course(s). Said sum shall not be due and payable to the employee unless and until proof of successful completion (as set forth above) of the course involved and submission of invoices showing payment of said tuition and books.

Any books purchased will remain the property of the Town.

**ARTICLE XXVII**  
**JOB ACTION RESTRICTION**

**Section 1.**

Neither the Union nor any employees shall induce or engage in any strikes, slowdowns, work stoppages.

**Section 2.**

The Town agrees that it will not lock out the employees covered by this Agreement.

**ARTICLE XXVIII**  
**SAVINGS CLAUSE**

**Section 1.**

If a section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare herein, separately and apart from others.

**ARTICLE XXIX**  
**COMPLETE AGREEMENT**

**Section 1.**

It is understood and agreed that this Agreement contains the complete understanding between the parties and that it may not be amended or altered unless by mutual agreement, in writing, by the parties. Accordingly, this Agreement supersedes any and all practices that have existed prior to the date the parties entered into this Agreement except for those practices that have specifically been agreed to and set forth herein.

**ARTICLE XXX**  
**DURATION**

This Agreement shall be effective July 1, 2020 and shall remain in full force and effect through June 30, 2023. This contract shall remain in effect upon expiration and during negotiation until agreement is reached and signed to amend or modify this Agreement. At least one hundred twenty (120) days before the expiration date of this contract, the parties agree to meet and discuss a new Agreement.

\_\_\_\_\_  
For the Town of East Hampton

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**  
**PAY RATES**

<b><u>Position</u></b>	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>
	<b>2.5%</b>	<b>2.0%</b>	<b>2.25%</b>
	(retroactive to July 1, 2020)		
Director of the Library	\$81,732.76	\$83,367.42	\$85,243.18
Planning and Zoning Official*	\$91,594.02	\$93,425.90	\$95,527.98
Building and Code Enforcement Official*	\$88,976.98	\$90,756.52	\$92,798.54
Senior Center Coordinator (Effective June 30, 2023)	\$56,888.79	\$58,026.57	\$59,332.17 \$59,832.17
Director of Facilities	\$96,892.00	\$98,829.84	\$101,053.51
Collector of Revenue (Effective June 30, 2023)	\$63,810.52	\$65,086.73	\$66,551.19 \$67,051.19
Parks and Rec. Program Coord. (Effective June 30, 2023)	\$56,701.38	\$57,835.41	\$59,136.70 \$59,636.70
Youth & Family Services/ Social Services Director	\$73,374.13	\$74,841.62	\$76,525.55
Assessor	\$75,842.13	\$77,358.97	\$79,099.55
Town Clerk	\$75,312.05	\$76,818.29	\$78,546.70

General wage increases shall be for the periods from July 1<sup>st</sup> to June 30<sup>th</sup> annually and shall be granted on July 1<sup>st</sup> of each applicable contract year.



January 26, 2021

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are twelve (12) refunds totaling \$5,888.72.

Respectfully Submitted,

Kristy L. Merrifield, CCMC  
Collector of Revenue

493.62 ☒  
 361.39 ☒  
 259.32 ☒  
 218.29 ☒  
 633.31 ☒  
 221.81 ☒  
 123.94 ☒  
 291.63 ☒  
 269.76 ☒  
 426.18 ☒  
 98.00 ☒  
 2,491.47 ☒  
 5,888.72 ☒

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