

**WORKING AGREEMENT**  
**BETWEEN**  
**THE TOWN OF EAST HAMPTON**  
**AND**  
**LOCAL R1-216**  
**NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES**  
**NAGE**

**JULY 1, 2021 - JUNE 30, 2024**

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## EAST HAMPTON TOWN EMPLOYEES

### DEFINITIONS

The following definitions shall be used and applied to all sections of this Agreement.

**Town Manager** - shall mean the Town official filling the Charter designated position of Town Manager, who is recognized as the Chief Administrative and Chief Executive Officer of the Town pursuant to law.

**Members of the Unit** - shall include all members of the bargaining unit.

**Regular Full-time Employees** - shall mean any employee in the bargaining unit who works twenty (20) hours or more per week.

**Full-time Employee and Regular Full-time Employee** - shall mean the same thing, an employee in the bargaining unit.

**Resignation without Prejudice** - shall mean any employee who voluntarily resigns from Town service with no disciplinary charges pending against him/her.

**Resignation with Prejudice** - shall mean any employee who resigns rather than facing charges against him/her.

## PREAMBLE

This Agreement made and entered into by and between the TOWN OF EAST HAMPTON, CONNECTICUT (hereinafter referred to as the "Town") and LOCAL R1-216 of the NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES (hereinafter referred to as the "Union") by virtue of negotiations between the Town and the Union under Chapter 113, Sections 7-467 through 7-477 of the General Statutes of the State of Connecticut (hereinafter referred to as "MERA"), as amended from time to time, in order to fix the wages, hours of employment and other conditions of employment of all members of the unit as that term is hereinafter defined.

## ARTICLE I RECOGNITION AND UNIT DESCRIPTION

**Section 1.** The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment of all employees of the Town working twenty (20) or more hours per week, including without limitation, all clerical, secretarial and technical employees working in the Town Hall ("Town Hall Group"), Children's, Adult/Young Adult, Head of Circulation and Technical Services, WPCA clerical position, Public Works clerical position and all employees in the Town's Public Works Division ("Public Works Group"), excluding however, the Director of Public Works, the Administrative Secretary to Council/Manager, the Personnel Technician, department heads, seasonal, and temporary employees and all others excluded by virtue of the provisions of MERA.

**Section 2.** Hereinafter all of the employees in the bargaining unit shall be referred to collectively as "the Unit" and all members of the Unit shall be referred to as the "employee or employees."

## ARTICLE II UNION SECURITY

**Section 1.** The Town agrees to deduct from the pay of all employees who individually certify in writing to the Town that they authorize such deductions, such dues and fees as may be fixed and certified to the Town by the Union and allowed by MERA. The Town will remit to the Union any amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. Such authorizations, forwarded to the Town not less than ten (10) days prior to the first pay day of the month, shall be effective the month received by the Town.

**Section 2.** All employees may elect to become members of the Union. If an employee resigns, retires, is terminated or receives a leave, any unused portion of his Union dues shall be returned to said employee upon his written request to the Town and the Union. When an employee does not have sufficient money due him after deductions required by law, Union dues such deduction periods shall be deducted in the first dues deduction pay period in which the employee has sufficient funds due him.

**Section 3.** The Union, its officers and members, shall not intimidate or coerce employees into joining or remaining members of the Union; and the Town shall not intimidate or coerce employees for the purpose of not joining the Union.

**Section 4.** The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article II. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were, or should have been, made.

### **ARTICLE III WAGES**

**Section 1.** The pay rates and pay ranges for job classes in the Unit, for the period July 1, 2021 through June 30, 2024, are set forth in Appendix A, attached hereto and made a part hereof.

**Section 2.** The hourly wage is official. The “yearly” wage is for informational purposes only and based on a regular hourly schedule.

### **ARTICLE IV HOLIDAYS, PERSONAL DAYS AND FAMILY FUNERAL LEAVE**

**Section 1.** The Town shall provide the following paid holidays for all regular full-time employees of the unit:

New Year’s Day	Columbus Day
Martin Luther King Day (observed)	Veterans Day
President’s Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day	Two Floating Holidays
Labor Day	

In the event that any of the above mentioned holidays fall on a Saturday, said holiday shall be observed on the preceding Friday; in the event the holidays falls on a Sunday, it shall be observed on the following Monday. In order to receive pay for an observed holiday, an employee must be in work or paid leave status on the scheduled work day immediately preceding, and following, the holiday. The Town may, if abuse is suspected, require a note from the treating physician for the illness that caused the absence the day before and/or the day after a holiday, in order for an employee to qualify for holiday pay.

**Section 2.** If a holiday falls while an employee is on sick leave, he shall be paid for the holiday and no deduction shall be made from his sick leave bank. If a holiday falls during an employee’s vacation, he shall be paid for the holiday and no deduction shall be made from his/her vacation time.

**Section 3.** A full time employee who has successfully completed the entry level probationary period may be granted paid personal leave days. Such days may only be taken with the approval of the

employee's immediate supervisor, which will not be unreasonably denied; the time will be used for necessary personal business that otherwise cannot be conducted outside of the work day.

Three (3) personal leave days will be granted to each employee at the beginning of each contract year. Personal leave days not used in one (1) contract year will not carry over into any later contract years. Pay shall be equal to the hourly rate times the number of hours in a regularly scheduled day for each particular employee. At the discretion of the employee's supervisor, personal leave days may be combined with vacation or may be taken with other personal leave days in the same week. Except in the case of an emergency, employees must request approval from their immediate supervisor to take such leave at least forty-eight (48) hours in advance.

Approved personal leave may be taken in one-half (1/2) hour increments.

**Section 4.** Each full-time 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 regular full-time 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, daughter-in-law, son-in-law, brother-in-law, or sister-in-law.

Each regular full-time 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 or uncle or niece or nephew.

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.

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

**Section 5.** 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 V HOURS OF WORK**

**Section 1.** The standard work week for regular, full-time employees in the Town Hall Group shall consist of thirty-five (35) hours made up of three (3) days of seven (7) continuous hours Monday, Wednesday and Thursday from 8:00 a.m. to 4:00 p.m., exclusive of an unpaid lunch period of one (1) hour duration; as well as one (1) day, Tuesday, of nine and one-half (9½) continuous hours from 8:00 a.m. to 6:30 p.m. exclusive of an unpaid lunch period of one (1) hour; and one (1) day, Friday, of four and one-half (4½) continuous hours, 8:00 a.m. to 12:30 p.m.

The Water Pollution Control/Joint Facilities Administrative Assistant's hours will be thirty-five (35) hours, 8:00 a.m. to 4:00 p.m. Monday through Friday with an unpaid lunch period of one (1) hour. The Public Works Administrative Assistant's hours will be thirty-five (35) hours, 8:00 a.m. to 3:30 p.m. Monday through Friday with an unpaid lunch period of one-half (½) hour.

**Section 2.** Except as set forth below, the standard work week for regular, full-time employees in the Public Works Group (which shall consist of the following positions: Foreman, Chief Mechanic, Mechanic, Crew Leader DPW, Crew Leader Maintenance, Maintainer I, II, III and Parks and Recreation) shall consist of forty (40) hours made up five (5) days of eight (8) continuous hours each, Monday through Friday, from 7:00 a.m. to 3:30 p.m., exclusive of an unpaid lunch period of one-half (½) hour duration (for exception see Section 6 below).

Effective the first full week of July of each year, the standard work week for regular full-time employees in the Public Works Group (excluding Parks and Recreation, Chief Mechanic and Mechanic) shall consist of forty (40) hours made up of five (5) consecutive eight (8) hour days, Monday through Friday, 6:00 a.m. to 2:30 p.m., with an unpaid one-half (½) hour for lunch. Lunch shall be from 11:00 a.m. to 11:30 a.m. This summer schedule shall remain in effect through the last full week in August.

The Building Maintainer's standard work week shall consist of forty (40) hours comprised of five (5) consecutive eight (8) hour days, Monday through Friday, normally 5:30 a.m. to 2:00 p.m. with an unpaid one-half (½) hour lunch, provided, however, the hours within a day shall flexible pursuant to the operational requirements of Town buildings.

When the Building Maintainer is out of work or if the needs of the Town require additional assistance with building maintainer duties and responsibilities, Maintainer II employees may be assigned such duties and responsibilities. Additionally, the Building Maintainer may be assigned Maintainer II duties and responsibilities. Building Maintainer assignments include all of the duties and responsibilities of the position, including, but not limited to, building and outside work. Accordingly, such assignments and the day to day duties and responsibilities of Building Maintainer shall be at the discretion of the Town.

**Section 3.** Working hours may be altered by mutual agreement between the Town and the Union. The Town reserves the right to temporarily alter hours after consultation with the Union.

**Section 4.** Each employee may have two (2) fifteen (15) minute coffee breaks each workday, one in the morning and the other in the afternoon.

**Section 5.** When an employee is required to work for extended periods during emergency winter and other conditions, no such employee shall be required to work more than ten (10) consecutive hours in addition to said employee's normal work day. Each employee shall be granted up to four (4) hours of rest time with pay at the said employee's regular base rate of pay after working sixteen (16) consecutive hours to be used, at the Town's discretion, either during the employee's work day on the specific day that the employee earned the use of the rest time or within the same payroll period that the employee earned the rest time. The rest time provided for in this Section 5 shall be

scheduled by the Town in its absolute discretion with a view toward maximum efficiency of work and safety of employees.

**Section 6.** The standard number of hours of work for library positions in a work week is thirty-five hours (with an unpaid lunch break of one (1) hour).

Assignment of flexible hours to library positions shall be in accordance with past practice.

**Section 7. Volunteers** - The library shall not depend on volunteers for daily operations but may use volunteers as long as they do not displace any current employee.

## **ARTICLE VI OVERTIME AND HOLIDAY PAY**

**Section 1.** All employees in the Town Hall Group who perform authorized overtime in excess of seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week shall be paid at the rate of time and one-half (1½) his regular base rate of pay for such authorized overtime. Except that as provided for in the amended Article V, Section 1, the day (Tuesday) of nine and one-half (9½) continuous hours shall be considered at the regular rate of pay for all nine and one-half (9½) hours and shall be exempt from overtime.

**Section 2.** All employees in the Public Works Group, including the Building Maintainers (custodians), who perform authorized overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1½) his regular base rate of pay for such authorized overtime.

**Section 3.** When a full-time employee is ordered to work on an official town holiday, as defined in Article IV above, he shall be compensated at the rate of one and one-half (1½) his regular base rate of pay in addition to holiday pay for all hours actually worked and authorized; excepting, however, an employee working on New Year's Day, Memorial Day, Thanksgiving Day and Christmas shall be compensated at the rate of twice the employee's regular base rate of pay in addition to the holiday pay for all authorized overtime. The holiday for double pay purposes shall be the entire twenty-four (24) hour period. Work authorized on Sunday shall be paid at the double time rate.

**Section 4.** Overtime assignments shall be allocated among full-time employees within the classifications requiring the overtime on a fair and reasonable basis to the fullest degree practicable, by rotation on a seniority basis, subject to the employee's classification and ability to perform the required work. If an employee is scheduled for, or offered overtime, and does not avail himself of the opportunity to work, he will be charged with the scheduled overtime as if he had worked.

**Section 5.** The Town has the right to schedule overtime as required. There shall be no concerted action against overtime work by employees. Should the Town be unable to fulfill its overtime schedule because of a number of refusals, the Town may require the least senior employees, from the classifications needed, to do the necessary work required.



**Section 6.** When a regular full-time employee, after departing from his regularly scheduled work day, is officially ordered to report back to work for emergency service, he shall be compensated for all hours worked, at the rate of one and one-half (1½) times his regular base rate of pay, or four hours at his regular rate of pay, whichever is greater. Only hours worked between the employee's regularly scheduled quitting time and one (1) hour before his next regularly scheduled starting time are subject to this provision. Continuous hours of overtime at the end of the regular workday will be compensated on an as worked basis.

**Section 7.** When a regular, full-time employee is officially ordered to report to work for emergency service (i) one (1) hour before his next regularly scheduled starting time, he shall be compensated for said one (1) hour at the rate of one and one-half (1½) times his regular base rate of pay or (ii) in excess of one (1) hour before his next regularly scheduled starting time, he shall be compensated for all hours worked at the rate of one and one-half (1½) times his regular base rate of pay or four (4) hours at his regular base rate of pay, whichever is greater.

**Section 8.** An employee called to work before or after his regularly scheduled work day shall be paid from the time he is called to report to work, provided he reports for work no later than thirty (30) minutes after such notification, otherwise, he will be paid from the time of reporting.

**Section 9.** Employees who are required to work overtime four (4) or more hours beyond the end of their regular shift will be permitted a one-half (½) hour meal break during that four (4) hour period with no interruption in pay.

**Section 10.**

- A. During the winter snow and ice control operations, or during other emergency situations, the Town, in its discretion, may provide a meal to eligible bargaining unit employees from a local eating establishment that the Town has an account with in an amount of up to the allowances set forth below. If a meal from a local eating establishment is not an option offered by the Town, eligible employees will be reimbursed for meals (with the submission of a receipt) for the performance of work while working overtime work, in an amount of up to the following:

Breakfast	\$10.00
Lunch	\$15.00
Supper	\$20.00

Employees called in prior to 6:00 a.m. shall be eligible for the breakfast meal allowance, and those working an extended work day after 6:00 p.m. shall be eligible for the supper meal allowance. In order to qualify for the applicable meal allowance, an employee must be working during the times referred to above. Additionally, the meal must be purchased on the day of the actual event giving rise to the meal allowance.

- B. Town Hall employees attending seminars, etc. will be eligible for a meal allowance while attending the specific function, in an amount of up to the following:

Lunch	\$15.00
Supper	\$20.00

If a function or seminar includes the cost of meals, the Town will pay for the cost of the function and the meal allowance shall not apply.

**Section 11.** A Recording Clerk performing work after 6:00 p.m. shall be paid one and one-half (1½) times his or her regular hourly rate of pay or the amount of forty dollars (\$40.00), whichever is greater.

## ARTICLE VII SENIORITY

**Section 1.** The purpose of seniority is to provide a declared policy of right of preference as to layoffs, transfers, vacations, promotions and other working conditions.

**Section 2.** For the purposes of this Agreement, seniority shall be based on the employee's total length of continuous service as a regular, full-time employee of the Town and shall be determined from the date such employee was officially appointed as a regular full-time employee.

**Section 3.** All new employees covered by this Agreement shall serve a probationary period of six (6) months. Determination of the employee's level of performance, whether satisfactory or not, is at the sole discretion of the Town Manager, or his designated representative, during this period. During the probationary period, the employee shall be on probation and may be discharged or disciplined for any reason whatsoever, without right of appeal. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the employee's probationary period his seniority shall date back to the date of his original employment as an employee of the Town. If the probationary period is extended for any reason, written notice thereof shall be given to the Union.

**Section 4.** An employee's earned seniority shall not be broken because of absence due to illness, vacations, authorized leave, or any call to military service for the duration.

**Section 5.** An employee's seniority in the unit will be broken and cease when he:

- A. Quits;
- B. Retires;
- C. Is discharged for just cause;
- D. Obtains a leave of absence by false or misleading statements;
- E. Is absent from work for three (3) consecutive days without giving notice to his supervisor;

- F. Exceeds a leave of absence without satisfactory explanation to the Town;
- G. Fails to report to work within fourteen (14) calendar days after written notice of recall;
- H. Accepts employment elsewhere while on leave of absence;
- I. Is laid off for a consecutive period equal to his seniority at the time of such layoff, but in no event to exceed eighteen (18) months.

**Section 6.** The Town shall prepare a list of full-time employees, showing their seniority in length of service with the Town and deliver the same to the Union at its request but in no event more often than once per fiscal year.

## ARTICLE VIII LAYOFFS AND RECALLS

**Section 1.** When a personnel reduction, in any classification, is required for whatever reason, employees shall be laid off in the inverse order of length of service as defined in Article VII above.

**Section 2.**

- A. Layoffs within classification shall be made by seniority and take effect as follows:
  - 1. Temporary and/or seasonal employees;
  - 2. Probationary employees;
  - 3. Employees working twenty (20) hours but less than forty (40) hours in the Public Works Group and thirty-five (35) hours in the Town Hall Group;
  - 4. Regular, full-time employees;
  - 5. An employee scheduled for layoff may, if he so desires, replace an employee with less seniority in an equal or lower job classification, provided the employee qualifies for the position without retraining and has greater job seniority than the employee he replaces. Such employee's base rate in the lower classification shall be that rate, which is nearest to, but does not exceed, his previous base rate and, in no case shall the regular base rate of pay exceed the maximum base rate of the classification.
- B. Laid off employees, within classifications with the most seniority shall be rehired first, and no employee shall be hired in these classifications until all laid off employees in those classifications have been given the opportunity to return to work within fourteen (14) calendar

days of written notification. Such written notice shall be deemed to have been given when the notice has been sent by certified mail to the employee's last known address. Failure to respond in writing to a notice of an opening within fourteen (14) calendar days from the delivery of said notice shall be deemed a refusal to accept re-employment. If an employee has not been recalled within a period of two (2) years, the Town will drop their name from the call list and have no further obligation under this section to rehire said employee.

**Section 3.** Regular employees subject to layoff shall be notified in writing, two (2) calendar weeks prior to the effective date, but, in an emergency, not less than one (1) calendar week. In the event that a layoff is pending or proposed, the Town shall notify the Union as soon as practical, but in no event less than forty-eight (48) hours prior to the time said layoff is to be effective.

**Section 4.** Members of the unit whose names are on the recall list shall be notified of opportunities for temporary, part-time or seasonal positions. No new employees shall be hired 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.

**Section 5.** Employees reinstated, before the expiration of eighteen (18) months of their layoff, shall regain their seniority and provided, however, that the period of separation will not count toward seniority.

## **ARTICLE IX UNIFORMS**

**Section 1.** Upon submission of a receipt for the purchases, the Town shall reimburse annually, all regular full-time employees who are normally required to wear a uniform, the actual cost of the required uniform, to include a winter jacket, a light weight jacket, pants and shirts up to a maximum of three hundred seventy-five dollars (\$375.00) per contract year, or in the case of a mechanic up to a maximum of four hundred dollars (\$400.00) per contract year necessary. The color and style of such uniforms shall be agreed to by the Town and Union. The Town may designate a single source vendor to purchase the clothing from, with mutual agreement by the Town and Union giving due consideration to price and quality. Neither party's agreement will be unreasonably withheld. Cleaning of the clothing, except the head mechanic and mechanic's coveralls cited above, shall be the responsibility of the employee. In the event that the designated vendor cannot supply article necessary, employee may purchase same and be reimbursed by the Town with the prior approval of the Department Head.

**Section 2.** The Town shall reimburse each employee, who is required by law and regulations to wear safety shoes, for the purchase of said safety shoes up to a maximum of two hundred twenty-five dollars (\$225.00) in each contract year upon submission of a receipt for the purchase. Safety shoes are defined as shoes with steel toes and steel shank or may be constructed of composite material as approved by the American National Standards Institute (ANSI).

**Section 3.** Unless otherwise authorized by the Public Works Director, employees shall be required to wear all items of the prescribed working uniform. If any employee fails to wear such uniform items as made available and prescribed by the Town, he shall be subject to the disciplinary procedure provided in Article XX.

## **ARTICLE X SAFETY AND HEALTH**

**Section 1.** Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

**Section 2.** The Town shall, at its sole cost and expense, furnish to all regular full-time employees who are normally required to wear same, foul-weather gear, i.e., raincoats, rain hats, boots, dry and wet weather gloves, etc., and for their care as necessary.

**Section 3.** The Town shall furnish safety helmets, safety glasses or goggles and facemasks to employees working in hazardous locations, and equipment as prescribed by the Public Works Director. If such equipment has been issued and the employee fails to wear such equipment, he shall be subject to the disciplinary procedure provided in Article XX.

**Section 4.** The Town shall replace such foul-weather gear and safety equipment as found necessary upon inspection, and as approved by the Public Works Director. Such replacement shall be at the Town's expense, except that gear or equipment damaged or lost through the employee's negligence or wrongdoing shall be replaced at the employee's expense.

**Section 5.** If an operator of mechanical equipment reasonably believes that the equipment that he is operating, or about to operate, he/she should document the defect on the Daily Driver Inspection Report and provide a copy of the inspection report to the chief mechanic on duty. The chief mechanic shall review the report and inspect the vehicle and determine if it is safe to return to service. No employee may operate equipment that he or she reasonably believes to be unsafe.

**Section 6.** When, in the judgment and sole discretion of the Public Works Director or his designated foreman, there is a need to have two (2) employees per truck during emergency winter conditions, two (2) such employees shall be used in said truck whenever possible. This Section 6 shall not be construed as establishing a firm policy with respect to having two (2) employees per truck during emergency winter conditions.

**Section 7.** The Town agrees to abide by and follow all State and federal statutes and regulations with respect to providing safe, healthy and sanitary conditions for all employees in the unit.

## **ARTICLE XI VACATIONS**

**Section 1.** Regular, full-time employees shall be eligible for annual vacation leave paid at (i) thirty-five (35) hours times a Town Hall Group employee's straight time hourly rate at said employee's normal weekly salary and (ii) forty (40) hours times a Public Works Group employee's

straight time hourly rate at said employee's normal weekly salary, exclusive of overtime for each week, in accordance with the following schedule:

<b>Length of Continuous Service</b>	<b>Vacation Leave Earned</b>
Less than one (1) year	zero (0) days*
Upon completion of one (1) year	ten (10) days
Upon completion of five (5) years	fifteen (15) days
Upon completion of ten (10) years	twenty (20) days
Upon completion of fifteen (15) years	twenty-five (25) days

\*After six (6) months, an employee in good standing may be permitted to take five (5) days of vacation from the ten (10) days he/she will earn upon the completion of one (1) year of service.

Years of service for determining vacation eligibility hereunder shall be based upon full years of employment and the employee's anniversary date of employment shall be used.

**Section 2.** Requests for vacation time shall be made in advance and shall be granted where practicable to employees in accordance with seniority rights within classification. Vacation requests made without notice will be considered in light of operating needs and vacation schedules. There will be no mass shutdown for vacation purposes. The minimum amount of vacation time that may be used is two (2) hours.

**Section 3.** Employees shall be allowed to accumulate unused vacation leave from year to year up to a maximum of twenty-five (25) vacation days. Notwithstanding anything to the contrary set forth in this Section 3, any employee who has accumulated in excess of twenty-five (25) vacation days as of July 1, 1990 shall be allowed to maintain said accumulated vacation time but it shall not be increased thereafter. The Town has the option to purchase excess accumulated vacation time from employees who have maintained same under this Section.

**Section 4.** When a holiday occurs during a regular vacation, the employee shall be paid for the holiday and no deduction shall be made from his/her vacation time.

**Section 5.** An employee who is separated, discharged or retired from Town service shall be paid the total of his vacation leave credited prior to the date of such separation, 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 his/her last day of actual employment with the Town. Retiring employees may not utilize vacation time to extend the retirement date. Payment for such days shall be in two (2) payments; the first during the then current fiscal year, and the second, one (1) year after the first payment.

**Section 6.** In the event of the death of an employee, the employee's accrued 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 XII SICK LEAVE

**Section 1.** Authorized sick leave shall be considered to be absent from duty, with pay, for the following reasons:

- A. Personal illness, physical quarantine, physical incapacity, or non-compensable bodily injury, except where directly traceable to employment by an employer other than the Town.
- B. 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 Town Manager is notified at least one (1) day in advance of the day on which the absence is to occur.
- C. 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 a doctor's certificate.

**Section 2.** The Town may require proof of illness for any authorized sick leave, provided, sick leave in excess of three (3) consecutive days must be accompanied by a note from the employee's treating physician for the illness causing the employee's absence from work.

Additionally, in the event that an employee either demonstrates a pattern of absenteeism or an abuse of sick leave, the Town may require a note from the employee's treating physician addressing the employee's absences.

In the judgment of the Town Manager, proof of sick leave may include a doctor's certificate, or other proof of illness or injury from the employee's treating physician for the illness that caused the absence, indicating the nature and duration of the illness. Proof of illness or injury will not normally be required for sick leave of less than four (4) consecutive full work days or less than eight (8) full work days per rolling twelve (12) month period. If the frequency rate rises to eight (8) full work days, a doctor's certificate from the physician treating the employee for the illness that caused the absence may be required for all illnesses unless waived by the Town Manager. The Town may investigate and require proof of illness or injury for any absence for which sick leave is requested.

**Section 3.** In order to have an absence counted as sick leave, the employee, on the first day of absence due to illness or injury, shall notify either the employee's department head or his designated representative, of his illness or injury at least thirty (30) minutes subsequent to his normal time for reporting to work, except where sufficiently limiting circumstances exist, in which case he shall report as soon as practicable.

**Section 4.** To the extent allowed by the Americans with Disabilities Act and other applicable laws, the Town reserves the right to require any employee to submit to a physical examination by a doctor of the Town's choice, the cost of the physical examination to be at the Town's expense.

**Section 5.** Sick leave shall be earned by each regular, full-time employee at the rate of one and one-fourth (1¼) working days for each complete calendar month of continuous service, the total of which shall not exceed fifteen (15) sick leave days in any twelve (12) months. Sick leave earned in any month of service shall be available during any subsequent month.

**Section 6.** The following shall apply to sick leave accumulation:

- A. All unused sick leave of any regular, full-time employee during continuous employment may be accumulated up to a maximum of one hundred twenty (120) days.
- B. The amount of each employee's accumulated sick leave on the day prior to the effective date of this Agreement shall be credited toward his accumulated sick leave under this Agreement.
- C. No credit toward accumulated sick leave shall be granted for time worked in excess of his normal workweek.
- D. Sick leave shall continue to accumulate during authorized leaves of absence with pay.

**Section 7.** The following shall apply to sick leave redemption:

- A. An employee who has successfully completed the probationary period, upon resignation without prejudice, shall receive, on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum. Payment for such days shall be in two (2) payments; the first during the then current fiscal year, and the second, one (1) year after the first payment.
- B. An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his unused, accumulated sick leave.
- C. Upon retirement or death of a regular, full-time employee, eighty percent (80%) of his unused, accrued sick leave shall be remitted on the basis of his current base rate of pay to the employee, or his estate, up to a maximum of ninety (90) days. Payment for such days upon retirement shall be in two (2) payments; the first during the then current fiscal year, and the second, one (1) year after the first payment. Payment for such days upon death, will be paid to the employee's estate in one (1) lump sum during the then current fiscal year.
- D. An employee, who is subject to a layoff without prejudice, may elect to receive, on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum. If an employee elects the above, he will forfeit all sick leave on the books if recalled at



a later date regardless of his seniority. An employee must exercise this option before his seniority rights have expired under Article VIII.

**Section 8.** The minimum amount of sick time that may be used is one-half (1/2) hour with prior written approval of the Town Manager or his/her designee to be used, if possible, at the beginning or the end of the employee's work shift.

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

**Section 1.** Each employee shall come under the terms of the Workers' Compensation Act for injuries which occur while the employee is engaged in the performance of his duties for the Town. Employees are covered by Workers' Compensation Insurance and are paid stated amounts due to injuries received on duty. The Town, in case of a compensable injury incurred in the line of duty, shall supplement the payments of the insurance company so the employee will receive his full base rate of pay during his absence (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 MEDICAL CARE INSURANCE**

**Section 1.** The Town will provide the following insurance coverage for the period from July 1, 2021 through June 30, 2024 for all regular, full-time employees and their dependents:

1. The Connecticut State Partnership Plan (health, dental and vision) and the prescription drug plan offered through the Connecticut State Partnership. 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, 2021 – June 30, 2022:	14%
July 1, 2022 – June 30, 2023:	14%
July 1, 2023 – June 30, 2024:	15%

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 years, employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution as set forth above. The additional fees and/or increases in the premium, if any, will be paid as part of the employee's premium share contribution during the term of the contract year.
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.

**Group Term Life Insurance.** Effective July 1, 1989 Group Term Life Insurance shall be one (1) times the annual salary rounded to the highest one thousand dollars (\$1,000.00). Employees who retire after July 1, 1990 shall be provided with a two thousand five hundred dollars (\$2,500.00) life insurance policy.

**Section 2.** An employee who elects not to accept the health insurance benefits provided in Section 1 above, shall be remunerated in the amount of five hundred dollars (\$500.00) at the end of each quarter of the year, effective with the quarter beginning July 1, 2006; 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 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. If an employee is hired for a bargaining unit position covered by this Agreement on or after July 1, 2021, the waiver language set forth herein shall not apply to the employee if he/she is eligible for coverage under any health

insurance plan offered by the Town. Life insurance, however, shall continue to be provided such employee.

**Section 3.** The Town reserves the right to change insurance carriers cited in Section 1 as long as the benefits are equivalent to, or better than, those offered above as determined on an overall plan benefit basis, with the consent of the Union which shall not be unreasonably withheld.

## **ARTICLE XV RETIREMENT**

**Section 1.** Except as set forth in Section 2, herein, the Town's present and existing retirement plan (the "Retirement Plan") shall remain in full force and effect unless modified by mutual agreement and approved by the Town's legislative body and the Union. Effective July 1, 2021, the eligible employee's contribution toward such plan shall be seven and one-half percent (7.5%). Effective July 1, 2022, the eligible employee's contribution toward such plan shall be eight percent (8.0%).

**Section 2.** A separate pension plan agreement effective January 1, 2008 and separately negotiated shall continue in effect until amended by mutual agreement of both parties. Effective July 1, 2021, the eligible employee's contribution toward such plan shall be seven and one-half percent (7.5%). Effective July 1, 2022, the eligible employee's contribution toward such plan shall be eight percent (8.0%).

Employees hired on or after July 1, 2015, 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.

"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 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 GRIEVANCE PROCEDURE**

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

**Section 2.** A grievance for the purpose of this procedure shall be considered to be a written complaint, alleging a specific violation, misapplication, or misinterpretation of at least one (1) provision 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.

**Section 3.** The grievance procedure under this Agreement shall be as follows:

**Step 1:** The grievant shall, within ten (10) calendar days of occurrence of same, reduce the grievance to writing and submit it to the immediate Supervisor in the Department in which the grievance occurred. The immediate Supervisor shall meet with the grievant within five (5) working days of receipt of such grievance and use his/her best efforts to settle the dispute and shall issue a written decision to said party within five (5) working days of such meeting.

**Step 2:** If said grievant is not satisfied with the decision rendered by the immediate Supervisor and elects further processing, they may, within ten (10) working days, submit the grievance to the Town Manager who shall meet with the grievant within five (5) working days of receipt of such grievance and use his best efforts to settle the dispute. The Town Manager's decision shall be submitted in writing to said party within five (5) calendar days of such meeting.

**Step 3:** If said grievant is not satisfied with the decision rendered by the Town Manager and elects further processing, the Union may, within fifteen (15) calendar days, submit the grievance to the Connecticut State Board of Mediation and Arbitration. Notice of intention to proceed to arbitration must be given to the Town Manager. The arbitrator or arbitrators shall be limited to the express terms of the Agreement and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

**Step 4:** Neither party waives its or his right to legal appeal under the Connecticut General Statutes.

**Section 4.** Mediation services may be used at any step of the grievance procedure.

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

**Section 6.** The employee, the Union, or the Town shall have the right, at his or its own expense, of choice of representation whenever representation is desired. While the employee has the right to the choice of representation, he or she may have only one spokesperson at any one step of the grievance procedure or at arbitration.

**Section 7.** Disciplinary action other than dismissal and/or suspension, when appealed through the grievance procedure shall be effective with the decision of the State Board of Mediation and Arbitration.

**Section 8.** The parties will use the State Board of Arbitration and Mediation's tripartite panel arbitration. The prevailing party in said grievance procedure shall be reimbursed for his or its filing fee by the losing party. If the grievance is partially sustained, the fee will be split by both parties. The parties may by mutual agreement use expedited arbitration, referenced in earlier agreements by these parties as single public member arbitration. The Town shall have the option to select AAA as long as the Town pays one hundred percent (100%) of the cost of the arbitration and the filing fee.

**ARTICLE XVII  
NO STRIKE**

During the term of this Agreement, the Union agrees that there shall be no authorized or sanctioned cessation, retarding, or stoppage of work, picketing, sympathy strikes, work to rule action, or other interference, because of any dispute that may result from interpretations of this Agreement or for any cause whatsoever. The failure or refusal on the part of any employee to comply with this provision shall be cause for immediate discipline, including discharge.

**ARTICLE XVIII  
PROMOTIONS AND NEW POSITIONS**

**Section 1.** When new jobs are created or exist, the Town shall post the position for ten (10) working days and each employee within the unit who is interested shall have the opportunity to apply for said opening.

When a vacancy exists and the Town, in its' discretion, decides to fill the vacant position, the Town shall post the position for ten (10) working days and each employee within the unit who is interested shall have the opportunity to apply for said opening.

**Section 2.** When a vacancy exists (and the Town decides to fill the vacancy) or a new position is created, applicants will receive preference on the basis of their qualifications. Where the qualifications of two or more applicants are equal, the internal applicant with the greatest seniority will be given preference. The candidate will be placed on a probationary period per Article VII of this agreement. If the probation is not satisfactorily completed, then the candidate will be returned to his or her original position, if it exists. Otherwise the candidate will have all rights he or she would otherwise have under the reduction in force provisions of this agreement.

**ARTICLE XIX  
LONGEVITY**

**Section 1.** Longevity pay, as noted in this Article, 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. Only employees employed in the bargaining unit as of June 11, 2013 shall be eligible for longevity payments.

## ARTICLE XX DISCIPLINE

**Section 1.** No employee shall be suspended or discharged without good and sufficient cause. All suspensions and discharges shall be preceded by a notice in writing with the reasons for said suspension or discharge stated therein. A copy of such notice must be given to the employee at the time of the suspension or discharge. The Union President shall be notified when an employee is disciplined or discharged.

**Section 2.** Disciplinary actions shall normally follow this order:

- A. Verbal warning with notation or order in writing;
- B. Written warning;
- C. Suspension without pay;
- D. Discharge.

## ARTICLE XXI GENERAL PROVISIONS

**Section 1.** The Town shall provide bulletin board space for the Union located in the designated areas for the posting of notices concerning Union business and activity.

**Section 2.** The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment and five (5) copies to the National Union.

**Section 3.** The provisions of the federal Family and Medical Leave Act (Act) shall apply to employees, if the employee meets the eligibility requirements set forth in the Act, based on a rolling year, as defined in the Act, as amended.

**Section 4.** The Town will provide jury leave for regular, full-time employees ordered to serve on jury duty, precluding their being available for work. In such cases, 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 at least forty-eight (48) hours in advance, except where sufficiently limiting circumstances exist. An employee reporting for jury duty and who is dismissed shall return to work so long as one half a work day or more remains to be worked.

**Section 5.** When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.

**Section 6.** During the term of this Agreement, 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 7.** Each employee may review his personnel file with the Town Manager by appointment. Copies of material placed in the employee's file other than a record keeping shall be provided to an employee. Should an employee wish to obtain a complete copy of his personnel file, such copy will be provided upon written request.

**Section 8.** When an employee is required by the Town to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at the IRS rates.

**Section 9.** The Town agrees that the regular payday 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. Any change in this schedule shall only be made upon mutual agreement between the Town and the Union. Paychecks will be issued on a biweekly schedule. Direct deposit of paychecks shall be required.

**Section 10.** 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 11.** Nothing in this Agreement shall prevent any employee from holding outside employment, other than Town work, as long as such employment does not conflict with the employee's duties as a Town employee subject to the approval by the Town which will not be unreasonably withheld.

**Section 12.** Nothing in this Agreement shall require any employee to be a resident of the Town of East Hampton.

**Section 13.** Copies of individual job descriptions will be provided to the Union.

**Section 14.** Past practices concerning subjects that would require bargaining under the Municipal Employees Relations Act ("MERA") presently enjoyed by the Bargaining Unit are protected by this Agreement.

**Section 15.** The Town shall provide for reimbursement for all tuition and books needed by an employee attending job related courses, approved by the Plant Superintendent and Public Utilities Administrator, and with documentation of a C or better grade (or a "pass" in a "pass/fail" course)

once they have completed one year of service. Reimbursement of all tuition, books, and other costs are up to a maximum of one thousand dollars (\$1,000.00) per calendar year for undergraduate or work related courses and up to one thousand five hundred dollars (\$1,500.00) per calendar year for graduate-level courses. Seminars and conferences are to be approved by supervisor and the Town Manager. Any books purchased will remain the property of the Town.

**Section 16.** The Town shall reimburse employees required by the Town to possess a CDL the difference between the cost of a regular driver's license and the CDL. Amounts for trailer endorsements required by the Town shall also be reimbursed by the Town to the employee.

**Section 17.** 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.

**Section 18.** The parties agree that the lining of Town fields by unauthorized individuals shall not be considered subcontracting of bargaining unit work.

**Section 19.** Upon submission of a paid invoice/receipt, the Town will reimburse bargaining unit employees for DOT physicals if the employee's job requires such a physical.

Such reimbursement shall be no greater than one hundred thirty dollars (\$130.00) annually. In the event that the Town designates a physician to conduct DOT physicals, the employee shall be required to use the designated physician in order to receive the aforementioned reimbursement.

## **ARTICLE XXII UNION ACTIVITIES LEAVE**

**Section 1.** The three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

**Section 2.** One (1) member of the Union Grievance Committee, in addition to the employee or employees who filed the grievance, shall be granted leave from duty with full pay for all meetings between the Town and Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

**Section 3.** Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the employer. Each representative will be expected to perform his duties on his own time. However, it is recognized that from time to time it will be necessary for Union activities to be carried out during working time, for example, investigation and processing of complaints and disputes, and attendance at executive board and general meetings with a maximum fiscal year allowance of two and one-half (2½) working days. It is further recognized that there are reasonable limited deviations from this letter that do not require substantial periods



of time. Where such activities are necessary or reasonable to be performed during working hours, they may be done without loss of pay to the representative involved. All Union activity will be reported on the appropriate time reporting form. Prior to engaging in Union activities during work time, the employee shall give sufficient notice to the employer (at least three (3) days except in unexpected circumstances).

### **ARTICLE XXIII SEVERABILITY**

This Agreement contains the full and complete agreement between the Town and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement. It is the understanding of the parties to this contract that each provision of this Agreement and any schedules or addenda hereto is severable and distinct from any other provision, schedule or addenda hereof and that the unenforceability or invalidity of any one of said provisions, schedules or addenda shall not affect the remainder of this Agreement and this Agreement shall be read and construed as if said unenforceable or invalid portion has never been included herein.

### **ARTICLE XXIV MANAGEMENT RIGHTS**

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Town of East Hampton, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, general or special acts of the legislature, Town ordinance, regulation or other type of lawful provision over matters involving Town employees, including but not limited to full control over the policies, practices, procedures and regulations with respect to employees of the Town covered by this Agreement, shall remain vested solely and exclusively in the Town of East Hampton.

### **ARTICLE XXV JOB CLASSIFICATION**

**Section 1.** When the Town creates a new classification or changes an existing job other than a minor change, the Town and the Union shall negotiate appropriate pay rates for such new or changed classification, and said classification and pay rates shall become effective upon agreement through negotiations.

**Section 2.** All members of the various classifications listed in the wage schedules shall be paid at a rate in accordance with the amount of services they have in that particular classification except that any member advanced or promoted to a higher classification shall be paid the next higher rate of pay, not less than one full step, over which he was receiving at the lower classification.

**Section 3.** When an employee is assigned, in writing, by the Town Manager or his/her designee, to another job classification for more than thirty (30) consecutive work days (due to either another employees absence from work or the position is vacant), and the employee satisfactorily performs all of the essential duties of the position, the employee shall be paid at the next higher pay rate in

his/her pay grade for all such time worked in excess of thirty (30) consecutive work days in the classification. If the work assigned, in writing, by the Town Manager or his/her designee, is performed for more than ninety (90) consecutive work days, the employee may request, in writing to the Town Manager, a permanent upgrading or "reclassification." All requests shall be considered on the basis of job evaluation and recommendation by the department head to the Town Manager. The Town Manager shall make the final determination regarding reclassification. A written response to all requests for reclassification under the above noted circumstances shall be issued within sixty (60) calendar days of the filing date of the request.

**Section 4.** When an employee is assigned, in writing, by the Town Manager or his/her designee, and satisfactorily performs all the duties of a non-bargaining unit supervisor position for more than thirty (30) consecutive work days, he/she shall receive additional compensation of one dollar (\$1.00) per hour. Effective July 1, 2022, the additional compensation set forth herein shall be increased to one dollar and twenty-five cents (\$1.25) per hour.

**ARTICLE XXVI  
DURATION OF AGREEMENT**

The effective date of this Agreement shall be July 1, 2021 and it shall remain in effect for three years until June 30, 2024. This Agreement 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 Agreement, the parties agree to meet and discuss a new Agreement.

**FOR THE TOWN OF EAST HAMPTON**

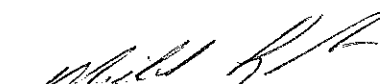
**FOR THE EAST HAMPTON  
MUNICIPAL EMPLOYEES  
ASSOCIATION**


**Town Manager**


**NAGE**

Signed:

  
\_\_\_\_\_  
David Cox, Town Manager

  
\_\_\_\_\_  
Michael Angele, President, NAGE/NAME

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

Date: 7/15/21

Date: 7/15/2021

Wage Schedule

APPENDIX A

Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
<b>Foreman</b>						
	7/1/21	\$29.34	\$31.83	\$34.86	\$35.26	\$35.42
	2.00%	\$61,027.20	\$66,206.40	\$72,508.80	\$73,340.80	\$73,673.60
	7/1/22	\$30.00	\$32.55	\$35.64	\$36.05	\$36.22
	2.25%	\$62,400.00	\$67,704.00	\$74,131.20	\$74,984.00	\$75,337.60
	7/1/23	\$30.71	\$33.31	\$36.48	\$36.90	\$37.07
	2.35%	\$63,876.80	\$69,284.80	\$75,878.40	\$76,752.00	\$77,105.60
<b>Chief Mechanic</b>						
	7/1/21	\$29.04	\$31.16	\$34.75	\$35.10	\$35.26
	2.00%	\$60,403.20	\$64,812.80	\$72,280.00	\$73,008.00	\$73,340.80
	7/1/22	\$29.69	\$31.86	\$35.53	\$35.89	\$36.05
	2.25%	\$61,755.20	\$66,268.80	\$73,902.40	\$74,651.20	\$74,984.00
	7/1/23	\$30.39	\$32.61	\$36.36	\$36.73	\$36.90
	2.35%	\$63,211.20	\$67,828.80	\$75,628.80	\$76,398.40	\$76,752.00
<b>Crew Leader – DPW</b>						
<b>Crew Leader – Maintenance</b>						
	7/1/21	\$25.98	\$28.09	\$29.40	\$30.30	\$30.84
	2.00%	\$54,038.40	\$58,427.20	\$61,152.00	\$63,024.00	\$64,147.20
	7/1/22	\$26.56	\$28.72	\$30.06	\$30.98	\$31.53
	2.25%	\$55,244.80	\$59,737.60	\$62,524.80	\$64,438.40	\$65,582.40
	7/1/23	\$27.18	\$29.39	\$30.77	\$31.71	\$32.27
	2.35%	\$56,534.40	\$61,131.20	\$64,001.60	\$65,956.80	\$67,121.60

Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
<b>Park Maintainer</b>						
<b>Maintainer I</b>						
	7/1/21	\$19.27	\$20.94	\$22.29	\$23.22	\$24.05
	2.00%	\$40,081.60	\$43,555.20	\$46,363.20	\$48,297.60	\$50,024.00
	7/1/22	\$19.70	\$21.41	\$22.79	\$23.74	\$24.59
	2.25%	\$40,976.00	\$44,532.80	\$47,403.20	\$49,379.20	\$51,147.20
	7/1/23	\$20.16	\$21.91	\$23.33	\$24.30	\$25.17
	2.35%	\$41,932.80	\$45,572.80	\$48,526.40	\$50,544.00	\$52,353.60
<b>Maintainer II</b>						
<b>Building Maintainer</b>						
	7/1/21	\$21.78	\$23.88	\$26.57	\$26.71	\$26.91
	2.00%	\$45,302.40	\$49,670.40	\$55,265.60	\$55,556.80	\$55,972.80
	7/1/22	\$22.27	\$24.42	\$27.17	\$27.31	\$27.52
	2.25%	\$46,321.60	\$50,793.60	\$56,513.60	\$56,804.80	\$57,241.60
	7/1/23	\$22.79	\$24.99	\$27.81	\$27.95	\$28.17
	2.35%	\$47,403.20	\$51,979.20	\$57,844.80	\$58,136.00	\$58,593.60
<b>Maintainer III</b>						
<b>Mechanic</b>						
	7/1/21	\$23.45	\$26.28	\$29.25	\$29.56	\$29.63
	2.00%	\$48,776.00	\$54,662.40	\$60,840.00	\$61,484.80	\$61,630.40
	7/1/22	\$23.98	\$26.87	\$29.91	\$30.23	\$30.30
	2.25%	\$49,878.40	\$55,889.60	\$62,212.80	\$62,878.40	\$63,024.00
	7/1/23	\$24.54	\$27.50	\$30.61	\$30.94	\$31.01
	2.35%	\$51,043.20	\$57,200.00	\$63,668.80	\$64,355.20	\$64,500.80

Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
<b>Assistant Town Clerk</b>						
	7/1/21	\$25.59	\$26.53	\$28.69	\$28.88	\$29.26
	2.00%	\$46,573.80	\$48,284.60	\$52,215.80	\$52,561.60	\$53,253.20
	7/1/22	\$26.17	\$27.13	\$29.34	\$29.53	\$29.92
	2.25%	\$47,629.40	\$49,376.60	\$53,398.80	\$53,744.60	\$54,454.40
	7/1/23	\$26.78	\$27.77	\$30.03	\$30.22	\$30.62
	2.35%	\$48,739.60	\$50,541.40	\$54,654.60	\$55,000.40	\$55,728.40
<b>Asst. Bldg. Official</b>						
	7/1/21	\$31.12	\$32.22	\$33.38	\$34.29	\$35.64
	2.00%	\$56,638.40	\$58,640.40	\$60,751.60	\$62,407.80	\$64,864.80
	7/1/22	\$31.82	\$32.94	\$34.13	\$35.06	\$36.44
	2.25%	\$57,912.40	\$59,950.80	\$62,116.60	\$63,809.20	\$66,320.80
	7/1/23	\$32.57	\$33.71	\$34.93	\$35.88	\$37.30
	2.35%	\$59,277.40	\$61,352.20	\$63,572.60	\$65,301.60	\$67,886.00
<b>Children's, Adult/Young Adult</b>						
	7/1/21	\$29.52	\$30.68	\$31.94	\$32.56	\$33.05
	2.00%	\$53,726.40	\$55,837.60	\$58,130.80	\$59,259.20	\$60,151.00
	7/1/22	\$30.18	\$31.37	\$32.66	\$33.29	\$33.79
	2.25%	\$54,927.60	\$57,093.40	\$59,441.20	\$60,587.80	\$61,497.80
	7/1/23	\$30.89	\$32.11	\$33.43	\$34.07	\$34.58
	2.35%	\$56,219.80	\$58,440.20	\$60,842.60	\$62,007.40	\$62,935.60

Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
<b>Admin. Assistant</b>						
<b>WPCA Secretary</b>						
<b>Public Works Secretary</b>						
<b>Police Dispatcher/Secretary</b>						
	7/1/21	\$25.33	\$26.34	\$28.68	\$28.87	\$29.25
	2.00%	\$46,100.60	\$47,938.80	\$52,197.60	\$52,543.40	\$53,235.00
	7/1/22	\$25.90	\$26.93	\$29.33	\$29.52	\$29.91
	2.25%	\$47,138.00	\$49,012.60	\$53,380.60	\$53,726.40	\$54,436.20
	7/1/23	\$26.51	\$27.56	\$30.02	\$30.21	\$30.61
	2.35%	\$48,248.20	\$50,159.20	\$54,636.40	\$54,982.20	\$55,710.20
<b>Office Technicians</b>						
<b>Building Department</b>						
<b>Health Department</b>						
	7/1/21	\$25.13	\$26.25	\$28.66	\$28.86	\$29.01
	2.00%	\$45,736.60	\$47,775.00	\$52,161.20	\$52,525.20	\$52,798.20
	7/1/22	\$25.70	\$26.84	\$29.30	\$29.51	\$29.66
	2.25%	\$46,774.00	\$48,848.80	\$53,326.00	\$53,708.20	\$53,981.20
	7/1/23	\$26.30	\$27.47	\$29.99	\$30.20	\$30.36
	2.35%	\$47,866.00	\$49,995.40	\$54,581.80	\$54,964.00	\$55,255.20

<b>Office Assistants</b>						
<b>Assessor's Clerk</b>						
<b>Tax Clerks</b>						
<b>Accounting Clerks</b>						
<b>Police Clerk</b>						
	7/1/21	\$24.82	\$26.21	\$28.65	\$28.84	\$28.92
	2.00%	\$45,172.40	\$47,702.20	\$52,143.00	\$52,488.80	\$52,634.40
	7/1/22	\$25.38	\$26.80	\$29.29	\$29.49	\$29.57
	2.25%	\$46,191.60	\$48,776.00	\$53,307.80	\$53,671.80	\$53,817.40
	7/1/23	\$25.98	\$27.43	\$29.98	\$30.18	\$30.26
	2.35%	\$47,283.60	\$49,922.60	\$54,563.60	\$54,927.60	\$55,073.20
<b>Head of Circulation and Technical Services</b>						
	7/1/21	\$22.67	\$23.56	\$24.51	\$25.00	\$25.35
	2.00%	\$41,259.40	\$42,879.20	\$44,608.20	\$45,500.00	\$46,137.00
	7/1/22	\$23.18	\$24.09	\$25.06	\$25.56	\$25.92
	2.25%	\$42,187.60	\$43,843.80	\$45,609.20	\$46,519.20	\$47,174.40
	7/1/23	\$23.72	\$24.66	\$25.65	\$26.16	\$26.53
	2.35%	\$43,170.40	\$44,881.20	\$46,683.00	\$47,611.20	\$48,284.60
<b>Clerk Typist</b>						
	7/1/21	\$20.00	\$20.84	\$21.99	\$23.33	\$24.69
	2.00%	\$36,400.00	\$37,928.80	\$40,021.80	\$42,460.60	\$44,935.80
	7/1/22	\$20.45	\$21.31	\$22.48	\$23.85	\$25.25
	2.25%	\$37,219.00	\$38,784.20	\$40,913.60	\$43,407.00	\$45,955.00
	7/1/23	\$20.93	\$21.81	\$23.01	\$24.41	\$25.84
	2.35%	\$38,092.60	\$39,694.20	\$41,878.20	\$44,426.20	\$47,028.80