

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF WESTPORT

AND

COUNCIL #4, AFSCME, AFL-CIO

LOCAL 1303-385

PUBLIC WORKS

JULY 1, 2018 TO JUNE 30, 2022



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AGREEMENT made this 8th day of May, 2019 by and between the TOWN OF WESTPORT, CONNECTICUT (hereinafter referred to as "TOWN") and Council #4, Local 1303-385 AFSCME, AFL-CIO (hereinafter referred to as "UNION").

WHEREAS, the parties, pursuant to a certification dated June 17, 1983, issued by the Connecticut State Labor Relations Board, have concluded negotiations on all matters properly subject to collective bargaining;

NOW, THEREFORE, the parties agree that this Agreement is designed to maintain and promote a harmonious relationship between the TOWN and its employees who are within the provisions of this contract in order that more efficient and progressive public service may be rendered; and, further, it is mutually agreed as follows:

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

The TOWN recognizes the UNION as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all regular full time and regular part time employees employed by the TOWN in the Highway, Building Maintenance, Equipment Maintenance, Solid Waste and Sewer Divisions of the Public Works Department, excluding however Superintendents, Assistant Superintendents, seasonal employees and other supervisory employees as defined by the appropriate Connecticut State statutes. Regular part time employees are defined to include only those employees employed on an annual basis to work twenty (20) or more hours per week on a continuous and regular work schedule. Part-time employees employed to work less than (20) hours per week are specifically excluded from the coverage of this Agreement.

## **ARTICLE II** **DUES CHECK OFF**

### **SECTION 1. DEDUCTIONS AND UNION MEMBERSHIP**

The TOWN agrees to deduct from the paycheck of each employee, who has agreed to join the UNION and has voluntarily signed an authorized payroll deduction card, a sum, certified by the President of the UNION, as UNION dues. Deduction will be made from the payroll periodically as specified on the card and total dues shall be delivered to the authorized bank as designated by the UNION. Each deduction shall be made from the first payroll of each month except when the employee is not on the payroll for that period. The TOWN shall not be responsible for deducting any member's dues if he/she is not on the payroll during the specific deduction payroll period.

The UNION agrees to save the TOWN harmless for any loss, damage or expense arising from the application of the provisions of this Article.

## **ARTICLE III**

### **EMPLOYEE STATUS**

#### **SECTION 1. PROBATIONARY PERIODS**

All new hires in Highway, Equipment Maintenance and WPCA shall be required to have a Connecticut Commercial Driver's License, (CDL). All other new hires shall be required to have a CDL if required by Job Description.

New employees shall have a probationary period of six (6) months, after satisfactory completion of which they shall be classified as permanent employees. New employees shall not be entitled to benefits during their probationary period except for the following: a) holiday pay for those holidays specified in Article VII which may occur during said probationary period, b) earned vacation according to Article VIII, Section 1 and c) sick leave earned during the probationary period at the rate of one (1) day per month. During the probationary period, employees may be terminated with or without cause and without recourse to the grievance and arbitration provisions of this Agreement. According to ARTICLE III, SECTION 6 the probationary period for a promotion shall be three (3) months.

#### **SECTION 2. SENIORITY**

Each July 1 the TOWN shall submit to the UNION lists of permanent employees by Division showing their seniority in time of service with the TOWN and their current pay grade. For purposes of layoff and bumping rights, seniority shall be defined as length of service in the bargaining unit and shall include probationary periods.

#### **SECTION 3. LAYOFFS**

- a) In the event of a reduction in the work force or the abolishment of a position, the employee with the least seniority within the classification in the Division shall be laid off first. A Laid off employee has the right to bump a less senior employee in an equivalent or lower classification within the bargaining unit, provided he/she is qualified to perform the required work. In the case of an employee who bumps, it is understood that such employee shall have his/her seniority rights and recall rights as if he/she had accepted a layoff.
- b) A laid off employee shall have recall rights for a period of one (1) year from the date of Layoff. Such recall rights shall be based on seniority (i.e., last laid off, first reinstated). Recall rights shall apply to the Division from which the employee was laid off.
- c) If a vacancy exists in a Division for which no employee is on recall, then all laid off employees may apply, except that if an employee is on layoff from a position in one Division and the classification in a different Division is vacant, that employee, if qualified, shall have preference based on seniority. Such recall shall be subject to a six (6) month probationary period.



#### **SECTION 4. DISCHARGE**

No permanent employee shall be discharged except for just cause.

#### **SECTION 5. NOTICE OF VACANCY**

Notice of vacancies for any positions covered by this Agreement shall be posted on the bulletin board of each division in the bargaining unit, at least five (5) working days prior to any other public announcement or posting in other Departments in TOWN.

#### **SECTION 6. PROMOTIONS AND NEW POSITIONS**

Present employees who apply for a vacancy or a new position within the bargaining unit shall be considered prior to all other candidates. In filling a vacancy or a new position, qualifications and bargaining unit seniority shall be considered. The senior employee who applies and who has the necessary qualifications shall receive the promotion, subject to a three (3) month trial period.

Any promoted employee who fails the three (3) month probationary period shall be returned to his/her former position without loss of seniority; and the promotional vacancy shall be re-posted.

### **ARTICLE IV HOURS OF WORK**

#### **SECTION 1. NORMAL WORK WEEK**

The normal workweek for all regular full time employees shall be a five- (5) day, forty- (40) hour work week from Monday through Friday for fifty-two (52) weeks of the fiscal year, exclusive of overtime. Daily hours for such forty- (40) hour employees shall be from 7:00 a.m. to 3:30 p.m., including a one-half (1/2)-hour meal period. All wages shall be paid through direct deposit.

#### **SECTION 2. OVERTIME**

- a) Work performed by regular full time employees beyond eight (8) hours in any one (1) day or forty (40) hours in any week shall be compensated at one and one-half (1 ½) times the regular hourly rate of pay.
- b) Work performed by regular full time employees on Sunday or on a holiday, shall be compensated at two (2) times the regular hourly rate of pay.

#### **SECTION 3. DISTRIBUTION OF OVERTIME**

- a) All overtime work shall be distributed equally among eligible employees as far as is practicable within classification. A list of specified employees shall be established weekly for possible emergency assignments to be available on call. This list does not apply to general call for storm assignments. An employee summoned for emergency assignment who refuses to come in shall be dropped to the bottom of the emergency assignment list. Employees refusing to report for a general call for emergency assignment without legitimate excuse shall be subject to proper disciplinary action.

- b) When overtime is necessary on a weekend, (other than emergency) and those on the overtime list or qualified volunteers are not available, then the TOWN has the right to require the work to be performed by qualified employees in the inverse order of the appropriate seniority list. Such notice shall be given no later than the end of the workday of the proceeding Thursday.

#### **SECTION 4. EMERGENCY CALL-IN**

An off-duty employee called for emergency work shall be given a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay. This does not include scheduled early starts or extension of the workday. In the case of unscheduled early starts related to weather emergencies, the Superintendent or Foreman may, at his or her discretion dispatch available personnel as they become available without the three-hour minimum. Employee shall be compensated for one and one half hours, at time and one half If available before 6:45 AM.

#### **SECTION 5. AFTER STORMS**

An employee sent home after working long hours in storms or any other general emergency before the end of a normal work day shall receive the full pay for that workday. Any essential service of the TOWN must be covered. The Town reserves the right to relieve and replace a crew that has worked 16 consecutive hours for a period of up to eight (8) hours before returning to work. **(See SCHEDULE D).**

#### **SECTION 6. STANDBY**

WPCA Division Only: An assigned off-duty employee will be designated each week to respond to a cell phone call for emergency work. Said employee is responsible to respond to or ensure adequate response to an emergency call received during his/her designated week. Said employee will be compensated four (4) hours pay at time and one half (1 1/2) for the week assigned to Standby status unless said employee fails to report for an emergency.

Building Maintenance Division Only: An assigned off-duty employee will be designated each week to respond for emergency work. Said employee is responsible to respond to an emergency call received during his/her designated week. Said employee will be compensated four (4) hours pay at time and one half (1 1/2) for the week assigned to Standby status unless said employee fails to report for an emergency.

At the Superintendent's discretion in the absence of the superintendent, an employee who is required to be on call 24/7 shall receive four (4) hours at time and one half pay for every week on call, prorated to the closest 1/2 hour. Should said Employee be required to respond to an emergency, he or she will receive three (3) hours pay at time and one half in addition to the standby pay.



**ARTICLE V**  
**WAGES AND BENEFITS**

**SECTION 1. WAGES**

Wages during the term of this agreement shall increase as follows:

2018-2019	2.25% (retroactive)
2019-2020	2.50%
2020-2021	2.50%
2021-2022	2.50%

Annual wages effective for the Fiscal Years covered by this Agreement for the classifications covered by this Agreement are set forth in the Wage Schedules attached hereto as **Schedule B**.

**SECTION 2. PRODUCTIVITY AND SERVICE AWARDS**

An employee shall be eligible for an award bonus if he/she has met the criteria for the program as described in Schedule A.

**SECTION 3. INCREMENT FORMULA**

- a) An employee hired prior to January 1, in any fiscal year shall be entitled to a full step in the applicable salary schedule on the following July 1; an employee hired between January 1, and March 31 in any fiscal year shall be entitled to a one-half (1/2) step in the applicable salary schedule on the following July 1<sup>st</sup> and shall be entitled to one and one-half (1 ½) steps the following July 1 and an employee hired between April 1 and June 30 shall not be entitled to a step increase on the next following July 1. In no event, shall a step increase for any employee exceed the top step of the applicable salary schedule.
- b) A promoted employee shall be placed in the appropriate salary grade at a step, which is closest to and greater than his/her current rate of pay.
- c) A demoted employee shall be placed in the appropriate salary grade at a step, which is closest to but not greater than his/her current rate of pay.

**SECTION 4. MEDICAL, DENTAL AND VISION**

- a) The Town shall offer a High Deductible Health Plan (HDHP) with deductibles of \$2,000 (individual)/\$4,000 (dependent) funded 50% by the TOWN into a health savings account. The TOWN's share of the deductible shall be funded July 1 of each year. Employees leaving on or before midyear shall be required to repay a prorated portion of the deductible.

Employees shall contribute towards the cost of the HDHP plan as follows:

7/1/18 -	11%
Upon ratification	12%
7/1/20 -	13%
7/1/21 -	14%

- b) The Blue Cross Flexible Dental Plan for the individual plus one. An employee may secure coverage for other dependents at his/her own expense. The Dental Benefit shall be \$1,500 per individual per calendar year.
- c) The Town shall reimburse the employee \$100 for hardware (glasses, frames or contacts) per fiscal year for employees only. Employee must provide a receipt to the Personnel Department for the payment.
- d) The Town reserves the right to change health plans or carriers, provided the replacement plan is substantially equal on an overall basis in terms of benefits.

#### **SECTION 5. NEW HIRES AND REGULAR PART-TIME EMPLOYEES**

- a) New hires shall not be eligible for the benefits under SECTION 4 MEDICAL AND DENTAL, and SECTION 8 LIFE INSURANCE until the first of the month following the completion of their respective probationary periods in the case of dental and life, and on the first of the month following completion of 60 calendar days of employment in the case of medical insurance.
- b) Regular part time employees, who apply, shall be eligible for the same plan, the High Deductible Health Plan (HDHP) with deductibles of \$2,000 (individual)/\$4,000 (dependent) funded 50% by the TOWN into a health savings account with the cost of the individual coverage being assumed by the TOWN, but such part time employees shall not be eligible for dependent coverage except at their own expense.

#### **SECTION 6. LIFE INSURANCE**

The TOWN shall provide and pay for group life insurance (with Accidental Death and Dismemberment Coverage) for each employee equal to one times that employee's base salary, rounded to the nearest one thousand dollars to a maximum of \$50,000.

### **ARTICLE VI** **MEAL REIMBURSEMENT**

#### **SECTION 1. MEALS PROVIDED**

The TOWN shall provide tickets for meals during emergency duty duly authorized by the Director of Public Works or the appropriate Division Superintendent as follows:

- a) When an employee is required to work through the noon meal period.



- b) When an employee is required to work through the 6:00 p.m. meal period
- c) When an employee is required to work through the midnight meal period.
- d) When an employee is required to work through 6:00 a.m. meal period.

Notwithstanding the above, the TOWN and UNION officers can mutually agree to have meals provided to employees during emergency duty in lieu of providing meal ticket. The value of such meals will be approximate to the allowance set forth in Section 2.

## **SECTION 2. ALLOWANCE**

The maximum allowance for each meal shall be as follows: Breakfast \$4.50 Lunch \$7.00, Dinner \$8.00 and midnight meal \$7.00.

## **SECTION 3. EMERGENCY DUTY**

Emergency duty must be authorized by the Director of Public Works or the appropriate Division Superintendent.

# **ARTICLE VII PAID HOLIDAYS**

## **SECTION 1. HOLIDAYS**

Employees shall be paid for and have the following days off as holidays:

Independence Day	Day before Christmas	Martin Luther King Day
Labor Day	Christmas Day	President's Day
Columbus Day	Veterans Day	Memorial Day
Thanksgiving Day	Day Before New Year's Day	
Friday after Thanksgiving	New Year's Day	

Should Town Hall be closed on a regularly scheduled workday, an additional floating holiday will be awarded to be scheduled at the convenience of the department. However, should the Governor of the State of Connecticut declare a "State of Emergency" no additional holiday will be awarded.

## **SECTION 2. SATURDAYS, SUNDAYS AND VACATION DAYS**

If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Friday before shall be considered the holiday. If a holiday falls on a scheduled vacation day, the employee shall be given an extra day off.

## **ARTICLE VIII**

### **VACATIONS**

#### **SECTION 1. LENGTH OF VACATION**

- a) An employee with less than one (1) year of service on July 1 shall receive vacation on a pro-rated basis of: Number of full months of service divided by 12 multiplied by 10 days.
- b) An employee who has completed one (1) or more years of service as of each July shall receive three (3) weeks' vacation with pay.

Effective for employees hired January 1, 2006 and thereafter the following shall apply in lieu of the above.

An employee who has completed one (1) or more years of service as of each July 1 shall receive ten (10) days' vacation with pay. An employee with less than one (1) year of service on July 1 shall receive vacation on a pro-rata basis.

An employee who has completed two (2) years of service as of July 1 shall receive fifteen (15) days' vacation with pay.

- c) Thereafter, each employee who has completed eleven (11) or more years of service as of July 1 shall receive the following working days of vacation:

Completion of eleven (11) years	Sixteen (16) days
Completion of twelve (12) years	Seventeen (17) days
Completion of thirteen (13) years	Eighteen (18) days
Completion of fourteen (14) years	Nineteen (19) days
Completion of fifteen (15) years	Twenty (20) days

Effective July 1, 2005, each employee who has completed twenty-one (21) or more years of service as of July 1 shall receive the following working days of vacation:

Completion of twenty-one (21) years	Twenty-one (21) days
Completion of twenty-two (22) years	Twenty-two (22) days
Completion of twenty-three (23) years	Twenty-three (23) days
Completion of twenty-four (24) years	Twenty-four (24) days
Completion of twenty-five (25) years	Twenty-five (25) days

#### **SECTION 2. WHEN VACATIONS ARE TAKEN**

Vacations shall be taken in the fiscal year following the year in which it is earned, except that special permission in writing may be granted to any employee by the Director of Public Works, with the approval of the First Selectman, to carry over unused vacation leave from one year to the next following year. This will not be required for an employee on an approved Workers Compensation absence. An employee shall be granted vacation



by seniority preference throughout the year subject to the approval of the Director of Public Works and the demands of service. New hire probationary employees may not take earned vacation during the probationary period.

### **SECTION 3. AT TERMINATION**

Any employee who is entitled to vacation leave at the time he/she resigns or retires shall receive one (1) days' vacation pay for each day of such leave. In the event that an employee is entitled to vacation leave at the time of death, his/her estate shall receive the vacation pay due the employee on the same basis, as the employee would have been entitled in the case of resignation. An employee discharged for just cause shall not be paid for accrued but unused vacation.

### **SECTION 4. LIMITATIONS**

An employee shall not be entitled to earned vacation pay if he/she is discharged for cause.

## **ARTICLE IX LEAVE PROVISIONS**

### **SECTION 1. SICK LEAVE**

- a) Each employee hired prior to July 1, 1987 shall be entitled to the following sick leave according to his/her position in the following schedule, less any sick leave taken since date of employment:

<u>Working Days Years of Service</u>	<u>Working Days AT FULL PAY</u>	<u>AT 1/2 PAY</u>
0 to 2 years	30	30
2 to 5 years	60	60

Each employee after completion of five (5) years of service, shall be entitled to accumulated sick leave with pay at the rate of one (1) day per month, and shall be entitled to an additional thirty (30) working days at 1/2 pay, for a maximum total of ninety (90) days at 1/2 pay.

Each employee hired after July 1, 1987 shall be entitled to sick days with pay as follows:

<u>Working Days Years of Service</u>	<u>Working Days AT FULL PAY</u>	<u>AT 1/2 PAY</u>
0 to 2 years	24	30
Beginning of 3rd year	1 day/month	30
Beginning of 6th year	1 day/month	30

Each employee hired after ratification shall accrue one (1) sick day per month of employment but may not make use of them during the six months' probationary period.

The above provisions concerning half-pay if an employee has exhausted his/her sick leave at full-pay is to ensure that the employee is not left without compensation while still recuperating from an extended illness. Therefore, the use of sick leave at half-pay shall be limited to the following:

- a) When an employee has been absent due to an extended illness (more than five days).
- b) When an employee has exhausted sick leave at full pay due to an extended illness (more than five days) during the prior twelve months.
- c) When an employee provides medical documentation showing the necessity for periodic absences due to a chronic illness.

The First Selectman for reasonable cause may extend any of the above for not more than sixty (60) days if the employee is unable to return to work because of sickness upon expiration of his/her sick leave.

If an employee uses all of his/her sick leave and any extensions and is not eligible to be placed on pension, he/she will be placed on sick leave without pay for a maximum of one (1) year. He/she will be reinstated, if he/she is able to return to work before this leave terminates, without loss of rank, seniority rights or any privilege.

When an employee is absent for three (3) or more continuous workdays, said employee shall submit a medical report stating that he/she is physically fit to return to work. In the above instance, as well as when an employee establishes a pattern of absences which would reasonably lead to suspicion of chronic illness or abuse of sick leave, the TOWN has the right to require the employee to submit to a medical examination on TOWN time and at the TOWN'S expense.

## **SECTION 2. FAMILY ILLNESS**

Each employee covered by this Agreement may in any fiscal year use no more than three (3) days of his/her accumulated sick leave with pay during the illness of a spouse, child, or parent.

## **SECTION 3. INJURY LEAVE UP TO MAXIMUM RECOVERY**

Each employee who is injured or disabled in the performance of duties shall be entitled to, after 20 days absence from work, injury leave with full pay (not to be charged to earned sick leave) less 'Workers' Compensation from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed two (2) years. If such employee is unable to return to duty, he/she shall be eligible for a disability pension, under the Pension Plan, if qualified.



#### **SECTION 4. INJURY LEAVE - MEDICAL EXPENSES**

During such injury leave the TOWN shall pay the hospital, medical and drug expenses in excess of reimbursement made to the employee by Workers' Compensation, liability insurance or other payments for each employee who is injured or disabled in the performance of duty, provided that he/she reports such injury or disability to the First Selectman or his/her designee within ten (10) days of the injury from the date the injury is determined.

#### **SECTION 5. FUNERAL LEAVE**

Five (5) days special leave with pay shall be granted for the death of a spouse or child; and three (3) days special leave with pay shall be granted for the death of another member of the immediate family, starting with the day of death. Should the leave period include days not scheduled normally as workdays, only the actual work days necessary to complete the five (5) or three (3) day period shall be allowed. Immediate family shall mean wife, husband, and brother, sister, father, mother, and grandparents, children, mother-in-law or father-in-law. Extensions may be given for just cause by the First Selectman.

#### **SECTION 6. ACCUMULATED VACATION AND PAY AT DEATH**

In the event of the death of an employee, his/her estate shall receive his/her weekly wage for the next four (4) weeks following his/her last earned pay. If the deceased employee has vacation time due, his/her survivors shall receive the accumulated time in monetary value.

#### **SECTION 7. PALLBEARER LEAVE**

Leave for an employee to act as pallbearer shall be granted upon approval of the Director of Public Works.

#### **SECTION 8. LEAVE WITHOUT PAY**

The Director of Public Works with the approval of the First Selectman may grant a leave of absence without pay not to exceed one (1) year to an employee who requests such leave in writing for valid personal reasons. Leave for other employment shall not be grounds for leave of absence.

#### **SECTION 9. PERSONAL LEAVE**

A permanent employee, with the prior approval of the Director of Public Works, shall be entitled to three (3) Personal Leave Days in each fiscal year for personal business. In the case of a last minute emergency where prior approval is not possible, the employee must notify his/her supervisor at the start of the workday. New hire probationary employees may not take personal leave during the probationary period.

#### **SECTION 11. MILITARY LEAVE**

Any employee required to serve on military duty for training because of membership in the National Guard or in the Reserve of the U.S. Armed Forces shall be granted time off to meet the required military obligation, but not to exceed thirty (30) days in any one calendar year. In the event the military base pay for any such duty for training is less than

the normal wages from the TOWN for the same period, said employee shall be paid the difference by the TOWN.

## **ARTICLE X** **GRIEVANCE PROCEDURES**

### **SECTION 1. DISCIPLINARY PROCEDURE**

All disciplinary action shall be applied in a fair manner and shall not be incongruous to the infraction for which the disciplinary action is being applied, to include, as may be appropriate, a verbal warning, written warning, suspension without pay, and discharge. Written warnings shall be issued by the Director or his/her designee for infractions of rules or regulations. A copy of Written warnings, notices of suspension and discharges shall be furnished to the employee and the UNION.

### **SECTION 2. PURPOSE**

The purpose of this procedure is to provide an orderly method of adjusting grievances. A grievance raised by an employee involving the interpretation or application of any provision of this Agreement (including the following areas not specifically covered by this Agreement; transfer, demotion and classification of position) shall be resolved in the following manner:

#### **STEP 1. EMPLOYEE TO SUPERVISOR**

The employee or the UNION steward or both shall present to the Supervisor all the facts available pertaining to the grievance within fifteen (15) working days of the grievance or when the employee should have had knowledge of the facts giving rise to the grievance. Within five (5) working days thereafter the Supervisor shall adjust the grievance or notify the employee and or his/her representative of his/her decision.

#### **STEP 2. TO THE DIRECTOR OF PUBLIC WORKS**

If the employee and his/her representative feel there should be further review, the facts pertaining to the grievance shall be presented to the Director of Public Works in writing by the Steward within five (5) working days of the date the Superintendent's written notice is given or such notice was due. The Director of Public Works shall review the grievance and discuss it with the employee and his/her representative within five (5) working days and shall render his/her decision thereafter in writing within five (5) working days following such meeting.

#### **STEP 3. TO THE FIRST SELECTMAN**

If the employee and his/her representative feel further review is necessary, the UNION will request a meeting with the First Selectman within five (5) working days following the written decision of the Director or when such decision was due. The First Selectman shall, within seven (7) working days call a meeting of all the parties concerned and the UNION'S Grievance Committee and discuss the grievance fully. The First Selectman may render a decision in writing, either at the end of the meeting or within seven (7) days after the meeting to the Representative of the UNION.



#### **STEP 4. ARBITRATION**

In the event the UNION feels that further review is justified it may contact a mediator from the State of Connecticut Department of Labor, Board of Mediation and Arbitration to schedule a meeting with both parties within twenty (20) calendar days following the written decision of the First Selectman or when such decision was due. The UNION shall file notice of appeal to submit the matter to arbitration by the American Arbitration Association within seven (7) calendar days after the mediator has met with both parties and no resolution has been reached, or within twenty (20) days after the meeting with the First Selectman's if mediation does not occur. The decision of the Association shall be final and binding on both parties. Each party shall be liable for his/her own share of expenses and any general expenses of the arbitration not applicable to either party shall be mutually shared by both parties.

#### **SECTION 3. EXTENDING TIME LIMITS**

The aforesaid time limits may be extended by mutual agreement and such agreement shall not be unreasonably withheld by either party.

#### **SECTION 4. GRIEVANCE IF DISCHARGED**

In the event of discharge, the UNION may file a grievance directly with the First Selectman within five (5) working days of said discharge, and the grievance shall then proceed pursuant to Section 4 above.

### **ARTICLE XI SAFETY AND HEALTH**

#### **SECTION 1. SAFETY AND HEALTH PROBLEMS**

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

- a) Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the TOWN. If the matter is not adjusted satisfactorily, the grievance may be processed according to the Grievance Procedures of this Agreement.
- b) Sanitary facilities shall be provided for the employees, subject to approval of the Health Department.
- c) It shall be necessary for all employees who receive reimbursement for safety shoes to wear these shoes as required during working hours. Failure to wear required safety shoes or equipment should make the employee subject to proper disciplinary action.

#### **SECTION 2. HELMETS, FOUL WEATHER GEAR AND GLOVES**

Helmets shall be furnished to employees on jobs wherever overhead hazards exist. Foul weather gear shall be furnished to employees required to work outdoors in inclement

weather. An initial issue of work gloves shall be provided. Replacement of worn-out work gloves shall be provided upon surrender of the old gloves to the supervisor.

### **SECTION 3. CLOTHING ALLOWANCE**

Each employee shall be entitled to an allowance for work clothing in a sum not to exceed \$500 which shall include reimbursement for the purchase of safety shoes. Any employee hired after July 1st but prior to December 31st shall receive up to \$100 upon hire for the purchase of safety shoes; and upon becoming a permanent employee; he/she shall receive the balance of the clothing allowance.

Any employee hired on or after January 1st shall receive up to \$100 upon hire for the purchase of safety shoes, but shall not be entitled to the remaining balance of the clothing allowance in that fiscal year.

## **ARTICLE XII NO STRIKE OR LOCKOUT**

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the TOWN'S operation by employees or employee, nor shall there be any lockout by the TOWN in any part of the TOWN'S operation.

## **ARTICLE XIII UNION SECURITY**

### **SECTION 1. SUPER SECURITY**

Three (3) officers, the Chief Steward and two stewards of the UNION, if employees of the TOWN, shall have super security in the event of a lay-off in any department and shall be the last in the department to be laid off regardless of seniority.

### **SECTION 2. UNION BUSINESS**

With the prior approval of the Director of Public Works, the aforesaid officers of the UNION who are TOWN employees may be granted time off without loss of pay to attend to UNION business up to a maximum of nine (9) days total for all such officers in each year of the Agreement. Such days shall be exclusive of any necessary time off for collective bargaining negotiations or for processing grievances under the Agreement.

### **SECTION 3. GRIEVANCE MEETINGS**

- a) Grievant and a UNION steward shall be granted necessary time off without loss of pay at Step 1 and Step 2 of the Grievance Procedures.
- b) Grievant, one steward and one other officer of the UNION shall be granted necessary time off without loss of pay to attend a grievance hearing at Step 3 and Step 4.
- c) A Staff Representative of Council #4 AFSCME, AFL-CIO shall be entitled to attend



grievance hearings.

#### **ARTICLE XIV PRIOR PRACTICES**

Except as provided in this Agreement, the employees reserve the rights, benefits and privileges that have heretofore been granted to them.

#### **ARTICLE XV SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby.

#### **ARTICLE XVI NO DISCRIMINATION**

The parties agree that the provisions of this Agreement will apply equally to employees covered hereunder regardless of sex, color, race, creed, age or national origin.

#### **ARTICLE XVII MANAGEMENT RIGHTS**

Except as otherwise specifically provided in this Agreement, the TOWN has the right to hire, direct, control the work force, to maintain an economic and efficient operation and to take all appropriate action necessary to carry out the responsibilities of government in any emergency situation including, but not limited to, the rights to: to determine the standards of services to be offered by TOWN employees; to determine the standards of selection for TOWN employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue rules, policies and regulations, including those affecting working conditions; from time to time, to change those rules, policies and regulations and enforce them; to maintain the efficiency of governmental operations; to determine work schedules; to determine the methods, means and personnel by which the TOWN's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities.

#### **ARTICLE XVIII SUBCONTRACTING**

Before the TOWN enters into any new Agreement to subcontract any work that is presently being performed by members of the bargaining unit, it shall discuss with the representatives of the bargaining unit why the TOWN is contemplating the subcontracting of the bargaining unit's work.

**ARTICLE XIX**  
**WATER POLLUTION CONTROL FACILITY**

In the event the TOWN is required by any appropriate agency (federal or state) to staff the Water Pollution Control Facility at times other than the current schedule, the TOWN reserves the right to adjust the shifts, but agrees to discuss with the UNION the matter of wage adjustments.

When the employee attains State Certifications he or she shall receive a one-time payment for each certificate attained as follows:

- State certification Grade 1 Operation: \$200
- State certification Grade 2 Operation: \$500
- State certification Grade 3 Operation: \$650
- State certification Grade 4 Operation: \$850

**ARTICLE XX**  
**WORK IN HIGHER CLASSIFICATION**

Whenever an employee is assigned to take over the duties of another in a higher classification for five (5) days or more due to that employee's absence on sick leave or injury leave (not vacation leave), such employee shall be compensated at the appropriate step in the higher classification retroactively to the first day of working in the higher classification.

**ARTICLE XXI**  
**PENSION PLAN**

The parties agree that the document entitled "The Public Works Department Retirement Plan" and dated January 1, 1973, including any approved amendments and/or restatements, is incorporated herein as part of this collective bargaining agreement, provided however, that said "Public Works Retirement Plan" shall not be subject to change, modification, reopening or amendment of any kind, except by mutual agreement of the parties, until the termination date of any such amendments and/or restatement. The terms and conditions thereof shall be applicable to all employees covered by this Agreement. An employee who accrued unused sick time at his/her retirement date, shall have such unused sick time, to a maximum of sixty (60) days, included in said employees "credited service" under the aforesaid "Retirement Plan for the TOWN of Westport." Sixty (60) days of accumulated sick time will entitle the employee to three (3) calendar months of credited service for benefit computation. If the employee has less than sixty (60) days in unused sick time prior to Retirement date, no sick time may be included as credited service for the purpose of Retirement.

Employees hired on or after June 20, 2011, shall no longer be eligible to participate in the Public Works Department Retirement Plan (the "Defined Benefit Plan"); instead, they shall



be eligible to participate in a TOWN Defined Contribution Plan, a copy of which Defined Contribution Plan is substantially in the form attached hereto as Schedule C.

Effective June 30, 2011 the maximum pension an employee shall be eligible for shall be capped at sixty-five (65%) percent of the employees Final Average Compensation; employees who as of June 30, 2011 have years of service which would entitle them to a pension greater than sixty-five (65%) percent shall be grandfathered at the rate (years of service times 2.5%) they had as of June 30, 2011.

For those in the defined benefit plan already at maximum (65%)

- Effective 7/1/19 contribution reduced to 6.00%\*
- Effective 7/1/20 contribution reduced to 3.00%\*
- Effective 7/1/21 contribution reduced to 0.00%\*

For those not yet at maximum, their contribution will reduce as follows after reaching maximum benefit (65%) on their next anniversary date:

- First anniversary date after reaching max: 6.00%\*
- Second anniversary date after reaching max: 3.00%\*
- Third anniversary date after reaching max: 0.00%\*

\* Salary will be frozen for pension calculation purposes with the first reduction to 6%. Employees have the option of continuing to contribute 9% to the pension fund and the salary will not be frozen.

Employee shall participate in the Town Defined Contribution Plan on the date of hire.

## **ARTICLE XXII**

### **EFFECTIVE DATE**

Except as otherwise specifically provided herein, the effective date of this Agreement, when executed by the authorized representatives of the UNION and the TOWN, shall be July 1, 2018 and thereafter this Agreement shall remain in full force and effect without reopening of any kind for the period July 1, 2018 through June 30, 2022. It shall continue in effect from year to year thereafter, unless either party gives notice to the other of its intention to change this Agreement, which notice to the other party must be given in writing prior to November 1st preceding its termination.



FOR THE TOWN OF WESTPORT:


  
James S. Marpe  
First Selectman

  
Ralph M. Chetcuti  
Personnel/Human Resources Director

  
DATE

FOR THE UNION:

  
Joseph Izzo  
President – Local 1303-385

  
John Miller  
Business Representative  
Council # 4. AFSCME-AFL-CIO

The above is a true and attest copy of the Collective Bargaining Agreement between the TOWN OF WESTPORT and AFSCME Local 1303-385, Council #4.

Attest:   
Patricia Strauss  
Town Clerk

**SCHEDULE A  
PRODUCTIVITY AND SERVICE AWARD**

Effective July 1 of each fiscal year, employees shall be eligible for an award bonus if he/she has achieved the years of service, sick leave accrual and maximum sick leave usage as shown below:

REQUIRED		Sick Leave Used (July 1 — June 30)	Award*
Years of Service	Accrued Sick Leave		
5 to 9 years	30 days	4 or fewer days	\$100
		5	\$ 90
		6	\$ 75
	-0-	0	\$ 50
10 to 14 years	60 days	4 or fewer days	\$200
		5	\$175
		6	\$150
	-0-	0	\$100
15 to 19 years	90 days	4 or fewer days	\$300
	"	5	\$270
		6	\$225
	-0-	0	\$150
20 or more years	120 days	4 or fewer days	\$400
		5	\$350
		6	\$300
	-0-	0	\$200

\*Awards will be disbursed in a lump sum in the first pay period of December in the fiscal year following the year in which it was earned. Such awards shall not be included in calculations for pension purposes. Service shall be calculated as of the July 1 in the Fiscal Year in which sick leave usage is calculated (i.e. 7/1/99 for eligibility in Fiscal Year 99/00).



## SCHEDULE B – SALARY SCHEDULES

<u>Job Classifications</u>		<u>Effective July 1, 2017 to June 30, 2018</u>						
<u>PG</u>	<u>CLASSIFICATIONS</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
A	Laborer	\$29,368						
I	Yardworker	\$45,429	\$47,702	\$50,085	\$52,591	\$55,220	\$57,979	\$60,879
II	Driver/Laborer Yard Waste Checker Treatment Plant Tech	\$47,814	\$50,208	\$52,718	\$55,356	\$58,120	\$61,027	\$64,079
III	Equipment Operator Scale House Operator Treatment Plant Oper. Bldg. Maint. Mech.	\$49,143	\$52,847	\$55,490	\$58,261	\$61,173	\$64,231	\$67,445
IV	Sr. Bldg. Maint. Mech. Mechanic/Operator	\$52,846	\$55,489	\$58,261	\$61,171	\$64,231	\$67,445	\$70,810
V	Equipment Mech.	\$54,313	\$56,962	\$59,734	\$62,644	\$65,704	\$68,916	\$72,283
VI	Asst. Working Foreman S.W. Working Foreman	\$72,283						
VII	Working Foreman Master Mechanic	\$76,305						
VIII	Chief Treatment Plant Operator Senior Working Foreman Senior Master Mechanic	\$84,087						



Job Classifications

Effective July 1, 2018  
(Retroactive) to June 30, 2019

2.25%

<u>PG</u>	<u>CLASSIFICATIONS</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
A	Laborer	\$30,029						
I	Yardworker	\$46,451	\$48,775	\$51,212	\$53,774	\$56,462	\$59,284	\$62,249
II	Driver/Laborer Yard Waste Checker Treatment Plant Tech	\$48,890	\$51,338	\$53,904	\$56,602	\$59,428	\$62,400	\$65,521
III	Equipment Operator Scale House Operator Treatment Plant Oper. Bldg. Maint. Mech.	\$50,249	\$54,036	\$56,739	\$59,572	\$62,549	\$65,676	\$68,963
IV	Sr. Bldg. Maint. Mech. Mechanic/Operator	\$54,035	\$56,738	\$59,572	\$62,547	\$65,676	\$68,963	\$72,403
V	Equipment Mech.	\$55,535	\$58,244	\$61,078	\$64,053	\$67,182	\$70,467	\$73,909
VI	Asst. Working Foreman S.W. Working Foreman	\$73,909						
VII	Working Foreman Master Mechanic	\$78,022						
VIII	Chief Treatment Plant Operator Senior Working Foreman Senior Master Mechanic	\$85,979						

Job ClassificationsEffective July 1, 2019 to June 30, 2020

2.50%

<u>PG</u>	<u>CLASSIFICATIONS</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
A	Laborer	\$30,779						
I	Yardworker	\$47,612	\$49,995	\$52,492	\$55,119	\$57,874	\$60,766	\$63,805
II	Driver/Laborer Yard Waste Checker Treatment Plant Tech	\$50,112	\$52,621	\$55,252	\$58,017	\$60,913	\$63,960	\$67,159
III	Equipment Operator Scale House Operator Treatment Plant Oper. Bldg. Maint. Mech.	\$51,505	\$55,387	\$58,157	\$61,061	\$64,113	\$67,318	\$70,687
IV	Sr. Bldg. Maint. Mech. Mechanic/Operator	\$55,386	\$58,156	\$61,061	\$64,111	\$67,318	\$70,687	\$74,213
V	Equipment Mech.	\$56,923	\$59,700	\$62,605	\$65,655	\$68,862	\$72,228	\$75,757
VI	Asst. Working Foreman S.W. Working Foreman	\$75,757						
VII	Working Foreman Master Mechanic	\$79,972						
VIII	Chief Treatment Plant Operator Senior Working Foreman Senior Master Mechanic	\$88,128						

Job ClassificationsEffective July 1, 2020 to June 30, 2021

2.50%

<u>PG</u>	<u>CLASSIFICATIONS</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
A	Laborer	\$31,549						
I	Yardworker	\$48,803	\$51,245	\$53,805	\$56,497	\$59,321	\$62,285	\$65,400
II	Driver/Laborer Yard Waste Checker Treatment Plant Tech	\$51,365	\$53,937	\$56,633	\$59,467	\$62,436	\$65,559	\$68,838
III	Equipment Operator Scale House Operator Treatment Plant Oper. Bldg. Maint. Mech.	\$52,793	\$56,772	\$59,611	\$62,588	\$65,716	\$69,001	\$72,454
IV	Sr. Bldg. Maint. Mech. Mechanic/Operator	\$56,771	\$59,610	\$62,588	\$65,714	\$69,001	\$72,454	\$76,069
V	Equipment Mech.	\$58,347	\$61,192	\$64,170	\$67,296	\$70,583	\$74,034	\$77,651
VI	Asst. Working Foreman S.W. Working Foreman	\$77,651						
VII	Working Foreman Master Mechanic	\$81,972						
VIII	Chief Treatment Plant Operator Senior Working Foreman Senior Master Mechanic	\$90,332						



Job ClassificationsEffective July 1, 2021 to June 30, 2022

2.50%

<u>PG</u>	<u>CLASSIFICATIONS</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
A	Laborer	\$32,338						
I	Yardworker	\$50,023	\$52,526	\$55,150	\$57,909	\$60,804	\$63,842	\$67,035
II	Driver/Laborer Yard Waste Checker Treatment Plant Tech	\$52,649	\$55,285	\$58,049	\$60,954	\$63,997	\$67,198	\$70,559
III	Equipment Operator Scale House Operator Treatment Plant Oper. Bldg. Maint. Mech.	\$54,112	\$58,191	\$61,101	\$64,152	\$67,359	\$70,726	\$74,265
IV	Sr. Bldg. Maint. Mech. Mechanic/Operator	\$58,190	\$61,100	\$64,152	\$67,357	\$70,726	\$74,265	\$77,970
V	Equipment Mech.	\$59,805	\$62,722	\$65,774	\$68,979	\$72,348	\$75,885	\$79,592
VI	Asst. Working Foreman S.W. Working Foreman	\$79,592						
VII	Working Foreman Master Mechanic	\$84,021						
VIII	Chief Treatment Plant Operator Senior Working Foreman Senior Master Mechanic	\$92,590						



## SCHEDULE C DEFINED CONTRIBUTION PLAN SUMMARY

### DRAFT TOWN OF WESTPORT DEFINED CONTRIBUTION PLAN

#### SPECIFICATION SUMMARY

##### **Effective Date**

The Plan Year is the calendar year and the plan is effective on \_\_\_\_\_

##### **Eligibility**

All employees are eligible to participate effective the first day of the month coinciding with or next following the completion of six months of service and attainment of age 21.

The following classification(s) are excluded:

- Non-resident aliens

##### **Compensation**

Compensation is defined for purposes of this Plan as the base salary earned by the Participant including any contributions through a salary reduction arrangement to a cash or deferred plan under Section 401(k) of the Code and to any flexible benefits program maintained by the Employer and described under Section 125 of the Code, and 132 (f)(4) etc.

##### **Employee Contributions**

###### Mandatory Contributions

Participants are required to contribute an amount equal to 5% of eligible Compensation recognized under the Plan on a tax deferred basis.

###### Before-Tax Elective Contributions

Through payroll deductions participants may elect to contribute an additional percentage of eligible Compensation recognized under the Plan on a tax-deferred basis. Such contributions may be an amount from 1% to 95% of compensation provided that a participant's Before-Tax Elective Contributions plus Mandatory Contributions do not exceed the Internal Revenue Service maximum, which is \$16,500 for 2009.

Participants over age 50 that are contributing the maximum Before-Tax contribution may make additional an additional "catch up contribution". The maximum catch up contribution is \$5,500 for 2009.

## DRAFT TOWN OF WESTPORT DEFINED CONTRIBUTION PLAN

### SPECIFICATION SUMMARY

#### Effective Date

The Plan Year is the calendar year and the plan is effective on \_\_\_\_\_

#### Eligibility

All employees are eligible to participate effective the first day of the month coinciding with or next following the completion of six months of service and attainment of age 21.

The following classification(s) are excluded:

- Non-resident aliens

#### Compensation

Compensation is defined for purposes of this Plan as the base salary earned by the Participant including any contributions through a salary reduction arrangement to a cash or deferred plan under Section 401(k) of the Code and to any flexible benefits program maintained by the Employer and described under Section 125 of the Code, and 132 (f)(4) etc.

#### Employee Contributions

##### Mandatory Contributions

Participants are required to contribute an amount equal to 5% of eligible Compensation recognized under the Plan on a tax deferred basis.

##### Before-Tax Elective Contributions

Through payroll deductions participants may elect to contribute an additional percentage of eligible Compensation recognized under the Plan on a tax-deferred basis. Such contributions may be an amount from 1% to 95% of compensation provided that a participant's Before-Tax Elective Contributions plus Mandatory Contributions do not exceed the Internal Revenue Service maximum, which is \$16,500 for 2009.

Participants over age 50 that are contributing the maximum Before-Tax contribution may make additional an additional "catch up contribution". The maximum catch up contribution is \$5,500 for 2009.

## **Employer Contributions**

### Standard Contribution

The Employer will contribute an amount equal to 5% of each participant's Compensation for the Plan Year provided the participant is employed on the last day of the Plan Year. Participants who retired, died or became disabled during the Plan Year will be eligible for the discretionary contribution.

### **Vesting**

Before-Tax, Roth and Rollover contributions are 100% vested at all times. All Employer Contributions will vest according to the following schedule for each Year of Service you complete with at least 1000 hours.

Years of Service	Percentage
Less than 2	0%
2	25%
3	50%
4	75%
5	100%

### **Forfeitures**

Upon distribution of the vested value of a terminated participant's accounts, any non-vested portion of any accounts will be forfeited. Such forfeitures from employer contributions will be applied to reduce the amount of contributions to the plan.

### **Investment Accounts**

Participants have the right to direct amounts contributed by them, or by the Employer on their behalf to any of the Plans investment options in multiples of 1%. In addition, participants have the right to change the investment direction of future contributions on an unlimited basis.

### **Transfers Between Options**

Participants have the right to transfer multiples of 1% of the net value of their accounts in the investment funds to any one or more of the other investment funds on an unlimited basis.



## Withdrawals During Employment

### Non-Hardship Withdrawal

While in active service, participants may withdraw once per Plan Year, all or a portion of the net vested value of their accounts, in the following order of priority:

1. Before-Tax Contribution Account, upon the Participant's attainment of age 59 1/2;
2. Rollover Contribution Account, upon the Participant's attainment of age 59 1/2;
3. Employer Standard Contribution Account (vested value), upon the participant's attainment of age 59 1/2 (if applicable);

### Hardship Withdrawal

Due to a "hardship" event (i.e., "immediate and heavy financial need" as defined by IRS regulations), subject to approval by the Plan's Employee Benefits Committee and other requirements of IRS regulations, and after withdrawing the maximum amount available under A., above, participants may withdraw, once per Plan Year, all or a portion of the net value of the vested interest in their accounts, in the following order of priority:

1. Before-Tax Contribution Account (exclusive of investment earnings);
2. Rollover Contribution Account;

Contributions will be suspended for 6 months upon acceptance of a Hardship Withdrawal unless the employee signs an affirmation that the "immediate and heavy financial need" cannot be relieved from other sources reasonably available to the employee (including liquidation of assets, ceasing elective plan contributions, by taking other available plan distributions and loans from any Employer plan, or by taking out a commercial loan in an amount sufficient to satisfy the need).

**Note:** A mandated 10% additional federal tax applies to all taxable Plan distributions before age 59 1/2, unless such distribution is in the event of:

- death
- total and permanent disability
- retirement or termination, at or after age 55
- deductible medical expenses
- a Qualified Domestic Relations Order

### Loans

Loans are permitted, subject to applicable law and IRS regulations. Participants are permitted no more than one (1) outstanding loan at any time. Loan repayments are made through payroll deductions. The participant will pay loan origination fees and annual maintenance fees. Participants may borrow from the net value of their accounts in the following order of priority:

1. Before-Tax Contribution Account;
2. Rollover Contribution Account;

*(The interest rate on a loan is the prime rate as set forth in the first publication of The Wall Street Journal issued during the month in which the loan is requested, rounded to the nearest 1/4%.)*

The minimum loan amount is \$1,000.

The maximum loan amount is the lesser of:

1. 50% of a participant's vested accounts at the time of the loan request,  
or
2. \$50,000, reduced by the highest outstanding loan balance during the preceding 12 months.

The maximum term of a loan is five years, unless the loan is used for the purchase of a primary residence, in which case the term can be for a period of up to fifteen years.

### **Distribution of Accounts Due to Termination of Employment**

If a participant's accounts are \$1,000 or less upon termination of employment, payment will be in the form of a lump sum as of a valuation date as soon thereafter as administratively possible.

If upon termination of employment, a participant's accounts exceed \$1,000, payment will be deferred to Normal Retirement Date, unless the participant elects one of the following optional forms of payment:

- Lump sum payment as of a valuation date following the date of termination of employment. (Note: lump sums are subject to a mandatory 20% income tax withholding and a statutory 10% additional federal tax if paid before age 55.) A participant "Rollover" is permitted within 60 days of

distribution to an Individual Retirement Account (IRA), or another employer's plan (if permitted by that plan).

- Direct "Rollover" from the Plan to another employer's plan (if permitted by that plan).

#### **Distribution of Accounts due to Death, Disability or Retirement**

A participant's Normal Retirement Date shall be the attainment of age 55.

Total and Permanent Disability shall mean the inability to perform the occupation of the employee at the onset of the disability.

If a participant's accounts are \$1,000 or less upon termination of employment, payment will be in the form of a lump sum as of a valuation date as soon thereafter as administratively possible.

If termination of employment is due to Normal, Early or Postponed retirement, death, or Total and Permanent Disability, and a participant's account exceeds \$1,000, distribution of the participant's accounts will be made upon the participant's attainment of Normal Retirement Date, unless the participant or beneficiary elects (within 30 days of receipt of an election notice) to further defer distribution beyond Normal Retirement Date to a Postponed Retirement Date (subject to an IRS minimum distribution of benefits requirement following attainment of age 70 1/2), or unless the participant or beneficiary elects one of the following optional forms of payment:

- Lump sum payment as of any valuation date following the date of termination of employment. (Note: lump sums are subject to a mandatory 20% income tax withholding and a statutory 10% additional federal tax if paid before age 55.) A participant may "Rollover" this amount within 60 days of distribution to an Individual Retirement Account (IRA), or another employer's plan (if permitted by that plan).
- Direct "Rollover" from the Plan to another employer's plan (if permitted by that plan).
- Monthly, quarterly, semi-annual or annual installment payments commencing on a date selected by the participant over a period not to exceed 10 years or the life expectancy of the participant (subject to a statutory 10% additional federal tax if paid before age 55.)

#### **Account Statements**



A participant may increase, decrease, suspend or resume his or her rate of Before-Tax or Contributions twice per year (January 1<sup>st</sup> or July 1<sup>st</sup>).

Rollover Contributions

An employee (even before meeting the eligibility requirements to participate in the Plan) may make a Rollover Contribution from a qualified plan of a prior employer, or from a "Rollover IRA" (one which previously came from a qualified plan of a prior employer and was subsequently deposited into a "Rollover IRA" account). A Rollover Contribution will be accepted by the Plan provided the rollover is in accordance with the guidelines established by the Plan's Employee Benefits Committee.

**SCHEDULE D  
MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING is made by and between the Town of Westport ("Town") and Council 4, AFSCME, AFL-CIO, Local 1303-385 ("Union"). The Town and the Union are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

WHEREAS, The Collective Bargaining Agreement between the Town of Westport and Council #4, AFSCME, AFL-CIO, Local 1303-385, Dated May 8, 2019 has been approved and signed by all Parties includes Article IV, Section 5 **AFTER STORMS**, and

WHEREAS, there is no mention as to a procedure or policy for Article IV, Section 5 the Parties acting of their own free will, hereby agree as follows:

NOW THEREFORE:

1. The Union agrees that at the discretion of the Director of Public Works and/or his or her designee the Town has the right but not the obligation to call in a second crew to relieve an on-call crew that has worked 16 or more hours on an emergency.
2. The Union agrees that the on-call crew being relieved must remain on duty and must report and remain at the Highway Garage for a period to be determined by the Director of Public Works or his/her designee or until the emergency has ended.
3. The Union agrees that the Town has the right to release the second crew or to retain the second crew depending on the needs of the emergency.
4. The Union agrees not to file any grievances and take no action as it relates to this Memorandum of Understanding.
5. The Town agrees that the rest period for the on call crew being relieved will be no less than 4 hours or until the emergency is completed and the second crew called in to relieve the first crew will be compensated for a minimum of 4 hours pay.
6. The Parties agree that this Memorandum is in the best interest of safety for both the employees and the public.
7. The Parties agree that the *Memorandum of Understanding - Overtime Policy, Revised August 17, 2018* will be used for calling in crews as needed.

Dated this 8 day of May, 2019

TOWN OF WESTPORT COUNCIL 4, AFSCME, AFL-CIO

By

  
Peter Ratkiewich

LOCAL 1303-385

By

  
Joseph Izzo



