

AGREEMENT
BETWEEN
THE TOWN OF WESTPORT, CONNECTICUT
AND
LOCAL 1303-194, COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY
AND
MUNICIPAL EMPLOYEES
AFL-CIO

JULY 1, 2015 - JUNE 30, 2019

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AGREEMENT made by and between the TOWN OF WESTPORT, CONNECTICUT (hereinafter referred to as "TOWN"), and LOCAL 1303-194 OF COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as "UNION")

WHEREAS, the UNION was organized and designed to maintain and promote a, harmonious relationship between the TOWN and its employees covered by this Agreement in order that more efficient and progressive public service may be rendered; and

WHEREAS, the UNION has been designated in Connecticut State Board of Labor Relations, Decision No. 2163-A, dated April 26, 1983, as the collective bargaining representative of a unit of employees of the TOWN as more specifically hereinafter set forth; and

WHEREAS, the parties, pursuant to the requirements of the Municipal Employees Relations Act, concluded negotiations in good faith on all matters properly subject to collective bargaining;

NOW THEREFORE, the parties agree as follows:

ARTICLE I RECOGNITION

The TOWN recognizes the UNION as the exclusive representative, for purposes of collective bargaining with respect to wages, hours and other conditions of employment, of all regular full time and regular part time employees employed by the TOWN in the classifications provided in the Wage Schedule. Regular part time employees are defined to include only those employees employed on an annual basis to work twenty (20) or more hours a week on a continuous and regular work schedule. Part time employees employed to work less than twenty (20) hours per week or seasonally less than a full year are specifically excluded from coverage of this Agreement. Permanent employees as used hereinafter shall be defined as regular full time and regular part time employees who have successfully completed their probationary period.

ARTICLE II DUES, CHECK-OFF

SECTION 1.

The TOWN agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the secretary or other authorized official 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 person and place designated by an authorized official of Local 1303. 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.

SECTION 2.

All employees covered by this Agreement who are members of the UNION in good standing at the time this Agreement becomes effective and all employees who thereafter become members during the term of this Agreement, including any newly hired employees, shall, as a condition of continued employment, maintain, their membership, in the UNION for the duration of this Agreement by offering to pay regular monthly dues and other fees levied against all members.

Any new employee hired after this Agreement becomes effective, upon satisfactory completion of his/her probationary period, shall as a condition of continued employment, become a member of the UNION and pay the regular monthly dues, or in lieu thereof pay to the UNION a monthly service fee. The UNION agrees to save the TOWN harmless for any loss, damage or expense arising from the application of the provision of this section requiring non-members of the UNION to pay the service fee as a condition of employment.

ARTICLE III EMPLOYEE STATUS

SECTION 1. PROBATIONARY PERIODS

Any new employee shall have a probationary period of six (6) months (which may be extended by management up to 3 months) during which time he/she shall be evaluated at the end of the third and sixth month. 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 VI which may occur during said probationary period, b) earned vacation according to Article VII and c) sick leave earned during the probationary period earned at the rate of one (1) day per month. Upon satisfactory completion of the probationary period he/she shall be classified a permanent employee, regular full time or regular part time. During the probationary period an employee may be terminated with or without cause and without recourse to the grievance and arbitration provisions of this Agreement.

Probationary period for a promotion shall be three (3) months. Any promoted employee who fails the three (3) month probationary period shall be returned to his/her former position.

SECTION 2. 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 department shall be laid off first. The TOWN agrees to place the affected employees in a vacant position provided the employee is qualified for the position. In the event that the vacancy would result in a demotion (reduction in classification and/or pay grade), the employee shall have the option to accept the layoff or the demotion. In the

case of an employee who accepts a demotion in lieu of layoff, 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 department from which the employee was laid off.
- c) If a vacancy exists in a department 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 department and the classification in a different department is vacant, that employee shall have preference based on seniority. Such recall shall be subject to a three (3) month probationary period.
- d) A laid off employee has the right to bump a less senior employee in a lower classification within the department, provided he/she is capable of performing the required work in the reasonable judgment of the TOWN.

SECTION 3. DISCHARGE

No permanent employee shall be discharged or otherwise disciplined except for just cause. In the event of a discharge or other disciplinary action, the employee shall be given the reason therefore in writing within seven (7) calendar days, and a copy shall be mailed or given to the UNION. Depending on the nature of the infraction, disciplinary action may include a verbal or written warning, suspension without pay or discharge. All disciplinary action shall be subject to the grievance procedure.

SECTION 4. NOTICE OF VACANCY

Notice of vacancies and/or new positions covered by this Agreement shall be posted on TOWN bulletin boards at each location to which employees regularly report and sent to the president of the UNION three (3) working days prior to any other public announcement. Such notices shall include job classification, rate range and job requirements, and qualifications for that classification as determined by the TOWN.

SECTION 5. TRANSFER, 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 departmental and town wide seniority respectively, shall be given consideration. If an involuntary permanent transfer shall become necessary, the employee with the least classification seniority in the department from which the transfer is being made, shall be transferred first. Employees desiring a permanent transfer within the same job classification shall so inform the Personnel Director in writing.

ARTICLE IV **HOURS OF WORK**

SECTION 1.

A regular part time employee covered by this Agreement shall be scheduled by his/her respective department head as approved by the First Selectman.

SECTION 2.

- a) The normal work week for all regular full time employees, except as set forth in Schedule A, shall be a five (5) day, forty (40) hour work week from Monday through Friday. Daily hours for such forty (40) hour employees shall be from 8:00 a.m. to 4:30 p.m. including a one-half (1/2) hour meal period. All other regular full time employees shall work the hours set forth in Schedule A, to include a one-half (1/2) hour meal period.
- b) Each employee shall be entitled to one 15-minute break in the morning and one 15-minute break in the afternoon. Breaks shall normally be taken at 10:00 a.m. and 2:00 p.m. except that the time may change subject to the needs of a particular job.
- c) By consent of the parties the particular employee's workday hours and times of break may be adjusted from time to time for mutual convenience. Consent for such adjustment shall not be unreasonably withheld.

SECTION 3.

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 (1½) times the regular hourly rate of pay. All overtime work must be approved in advance by the department head or his/her designee.

SECTION 4.

Work performed by regular full time employees on Sunday will be compensated at two (2) times the regular hourly rate of the employee except for those employees whose regular schedules include Sunday.

SECTION 5.

Work performed on a holiday, shall be compensated at two (2) times the regular hourly rate of the employee in addition to holiday pay; or in lieu of such holiday pay the employee may elect to take compensatory time at straight time. Compensatory time off for holiday work will be selected by the employee with the approval of the department head or his/her designee.

SECTION 6.

Employees regularly scheduled to work on Easter Sunday, shall be paid at the rate of two (2) times their hourly rate for the hours worked that day.

SECTION 7.

Overtime and call back lists shall be established, maintained and posted in order that such overtime and call back work be offered to and distributed as equally as possible on a rotating basis within a department or a division by classification. In the event that overtime work is required and all employees on the overtime roster have refused such overtime, the employee first offered the overtime shall be required to perform such work unless excused, in which case, the TOWN may use other sources.

ARTICLE V **WAGES AND BENEFITS**

SECTION 1.

Annual wages effective July 1, 2015 through June 30, 2018 and the classifications covered by this Agreement are set forth in Wage Schedules attached hereto. The annual rate of pay of each employee and whatever additional pay to which he/she is entitled shall be divided into twenty-four (24) payments which are as nearly equal as possible, and shall be paid to such employee on the 15th and the last day of every month, or the legal full banking day prior to the 15th or last day of the month, should those dates fall on a weekend or a holiday.

SECTION 2. 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 1st and March 31st in any fiscal year shall be entitled to a one-half (½) step in the applicable salary schedule on the following July 1st and shall be entitled to one and one-half (1½) steps the following July 1st; and an employee hired between April 1st and June 30th shall not be entitled to a step increase on the next following July 1st. In no event, shall a step increase be granted until completion of a probationary period nor shall any 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 but 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 3. MEDICAL, DENTAL AND PRESCRIPTION DRUG INSURANCE

- a) Each regular full time employee, having completed his/her new hire probationary period, shall, during the period of employment by the TOWN, be covered by:
 - (1) Blue Cross Century Preferred Plan for the employee and dependents with:

- (a) \$15 Co-Pay per Office Visit for Medical Care until June 30, 2014. Effective July 1, 2014, \$20 Co-Pay per Office Visit for Medical Care.
- (b) \$00 Co-Pay per Office Visit for Preventative Care According to Schedule
- (c) \$200 Co-Pay per Hospital Admission
- (d) \$100 Co-Pay for Out Patient Surgery
- (e) \$75 Co-Pay per admission for Emergency Room and/or Urgent Care
- (f) \$200/\$400/\$500 deductibles
- (g) 80%/20% co-insurance to \$3,500/\$7,000/\$8,750; 100% thereafter
- (h) Prescription Drug excluded

(2) Effective January 1, 2017, in lieu of the PPO, employees shall have the option of participating in the Lumenos High Deductible Plan (HDHP) with a health savings account (HSA) with deductible of \$2,000/\$4,000 funded 50% by the Employer for full time active employees.

(3) Employees participating in the HDHP/HSA contribute towards the cost of the plan as follows:

| | |
|--------------|-----|
| July 1, 2016 | 11% |
| July 1, 2017 | 12% |

Employees participating in the PPO shall pay the difference between the net cost of the HDHP/HSA (cost less employee cost share contribution) and the cost of the PPO Plan.

(4) Prescription Drug Plan for participants and their dependents in the PPO with the following copayments:

Effective July 1, 2011 the copayments for the Prescription Drug Plan will be as follows:

| | 30 Day Retail | 60 Day Mail Order |
|----------------|------------------|----------------------|
| Generic | \$5.00 | \$5.00 |
| Formulary | \$15.00 | \$15.00 |
| Non- Formulary | \$30.00 | \$30.00 |
| Specialty | \$30.00 | \$30.00 |

Note: Formulary drugs are defined from time to time by the Provider.

b) Each regular full time employee shall be eligible for Family coverage under the Blue Cross Flexible Dental Plan. Effective July 1, 2012, the maximum dental benefit is One Thousand Five Hundred Dollars (\$1,500.00).

c) Regular 9-month employees shall be eligible to participate in the same medical, dental and prescription drug insurance, for Single Plus One coverage by paying the percentage of the cost of coverage specified in a) above for twelve (12) months. Such employees shall be entitled to purchase Family coverage by paying, in addition to the costs specified in a) above for Single Plus One coverage, 100% of the difference in cost between Single Plus One and Family coverage.

Other regular part- time employees shall be eligible for the same medical and dental insurance for Single coverage by paying the percentage of the cost of coverage specified in a) above. Such employees shall be entitled to purchase Single Plus One or Family coverage by paying, in addition to the costs specified in a) above for Single coverage, 100% of the difference in cost between Single and Single Plus One coverage, or 100% of the difference in cost between Single and Family coverage.

d) Reference to a specific health insurance provider shall be intended solely as a point of reference for benefits, and shall not obligate the TOWN to provide benefits through any particular provider.

e) The Town reserves the right to change health plans or carriers, provided that the replacement plan is substantially equal on an overall basis in terms of benefits.

f) If an employee proves that he is paying for similar coverage for hospital service and medical service, as set forth in Section 1, the Town shall be relieved of its responsibilities to provide coverage and the employee will not be responsible for the cost sharing contribution set forth herein for so long as the employee maintains similar coverage.

g) Prescription benefits under the HSA and the PPO buy up shall be provided through a prescription benefit manager ("PBM") designated by the Town. The co-pays under the buy up PPO shall be the same as the HSA, except that for the HSA co-payments will apply after the \$2,000/\$4,000 deductible is met up to an additional out of pocket maximum of \$1,000/\$2,000. The co-pay shall be \$10.00 for generic, \$30.00 for preferred brand, and \$45.00 for non-preferred brand, with mail order of two and one-half (2.5) times these retail co-payments for a 90-day supply. A participant shall pay the difference between the brand name drug cost and the generic drug cost when a generic is available and the individual elects to take the brand name drug without a physician's specification, "Dispense as Written" ("DAW") provided for medical reasons. A summary of the benefits of these plans shall be set forth for information purposes in Appendices ____ and _____, provided that the actual benefit shall be determined in accordance with the insurance contract(s).

The health and medical as herein specified provided by the Town shall include a contribution, under Section 125 of the IRS Code, by a covered employee in an amount equal to a percentage of the premium cost as defined in this Section for the health and medical coverage as follows:

SECTION 4. PRODUCTIVITY AWARD

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

SECTION 5. LIFE INSURANCE

The TOWN shall provide and pay for Twenty Thousand Dollars (\$20,000) group life insurance policy for each regular full time and regular part time employee. After signing, the TOWN will apply to increase the group life coverage to one times the base salary, for each regular full time and regular part time employee, rounded to the nearest one thousand, to a maximum of Fifty Thousand Dollars (\$50,000).

SECTION 6. RETIREMENT HEALTH INSURANCE

Upon retirement from the employment of the TOWN, each retiree shall be permitted to continue coverage as available for retired employees under said medical and dental insurance at the individual's cost as provided in the Westport Municipal Employees' Retirement Plan; and provided further, that such coverage shall continue only during such period of time as the retiree is not employed elsewhere wherein similar benefits are available.

ARTICLE VI PAID HOLIDAYS

SECTION 1.

Regular full time and regular part time employees shall be paid for and have the following designated days off as holidays:

| | |
|------------------------------------|--|
| Independence Day | Last full workday before New Years Day |
| Labor Day | New Years Day |
| Columbus Day | Martin Luther King Day |
| Veterans Day | Presidents Day |
| Thanksgiving Day | Memorial Day |
| Day after Thanksgiving | |
| Last full workday before Christmas | |
| Christmas Day | |

SECTION 2.

A regular part time employee shall be paid holiday pay on the basis of his/her average daily hours worked during the previous fiscal year.

SECTION 3.

If any of the listed holidays 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 any of the listed holidays falls on a scheduled vacation day, the employee shall be given an extra day off.

ARTICLE VII **VACATIONS**

SECTION 1.

- a) A permanent employee who has completed one (1) or more years of service as of each July 1st shall receive two (2) weeks' vacation with pay. An employee with less than one-year service on July 1st shall receive vacation on a pro-rata basis.
- b) An employee who has completed two (2) years of service as of July 1st shall receive three (3) weeks' vacation pay.
- c) An employee, who was hired prior to July 1, 2012, who has completed eleven (11) or more years of service as of July 1st shall receive the following working days of vacation:

| <u>COMPLETED SERVICE</u> | <u>EARNED VACATION</u> |
|--------------------------|------------------------|
| eleven (11) years | Sixteen (16) days |
| twelve (12) years | Seventeen (17) days |
| thirteen (13) years | Eighteen (18) days |
| fourteen (14) years | Nineteen (19) days |
| fifteen (15) years | Twenty (20) days |
| twenty-one (21) years | Twenty-one (21) days |
| twenty-two (22) years | Twenty-two (22) days |
| twenty-three (23) years | Twenty-three (23) days |
| twenty-four (24) years | Twenty-four (24) days |
| twenty-five (25) years | Twenty-five (25) days |

An employee, who was hired on or after July 1, 2012, who has completed eleven (11) or more years of service as of July 1st shall receive the following working days of vacation:

| <u>COMPLETED SERVICE</u> | <u>EARNED VACATION</u> |
|--------------------------|------------------------|
| eleven (11) years | Sixteen (16) days |
| twelve (12) years | Seventeen (17) days |
| thirteen (13) years | Eighteen (18) days |
| fourteen (14) years | Nineteen (19) days |
| fifteen (15) years | Twenty (20) days |
| twenty-five (25) years | Twenty-five (25) days |

SECTION 2. WHEN VACATIONS ARE TAKEN

- a) Vacations shall be taken in the fiscal year following the year in which it was earned except that special permission may be granted by the First Selectman for an employee to carry over unused vacation from one year only to the next following year.
- b) An employee shall be granted vacation for the time requested subject to the approval of the Department Head and the demands of service. In the event of conflict between two or more employees requesting the same vacation period, seniority shall govern. No vacation request shall be unreasonably denied. In the event there is any unused vacation by March 1st in any fiscal year the balance shall be scheduled by March 31st to be used prior to June 30th.

SECTION 3.

An employee shall be entitled to earned vacation pay if he/she resigns from his/her position with not less than fourteen (14) calendar days notice.

SECTION 4.

Regular part time employees who are covered by this Agreement shall receive vacation benefits on a pro-rata basis and shall be paid vacation pay on the basis of his/her average weekly hours (or average daily hours where applicable) worked during the previous fiscal year.

ARTICLE VIII LEAVE PROVISIONS

SECTION 1. SICK LEAVE

Each permanent employee shall be entitled to accumulated sick leave with pay at the rate of one (1) day per month from the date of employment provided, however, the TOWN may require satisfactory proof of illness when sick leave is taken. An employee may charge to his/her sick leave accrual up to two (2) days of absence in a fiscal year due to an illness of a spouse or child requiring the presence of such employee.

Upon the expiration of accumulated sick leave at full pay, employees will be entitled to leave for a serious health condition at the rate of one -half (½) pay as follows:

| <u>YEARS OF SERVICE</u> | <u>WORKING DAYS AT 1/2 PAY</u> |
|-------------------------|--------------------------------|
| 0-3 Years | 30 |
| 3 or more | 60 |

Each regular part time employee shall be entitled to sick leave on the same basis except that the compensation therefore shall be based on the average daily hours worked during the previous fiscal year.

SECTION 2.

The First Selectman, for reasonable cause, may extend any of the above for not more than three (3) successive twelve (12) day periods if the employee is unable to return to work because of sickness upon expiration of his/her sick leave.

If any employee uses all of his/her sick leave and any extensions and he/she is not eligible to be placed on pension, the First Selectman may grant the employee sick leave without pay for a maximum time of one (1) year. He/she will be reinstated, if he/she is able to return to work before his/her leave terminated, upon physician's certification to perform his/her duties without loss of rank, seniority rights or any privileges.

SECTION 3. INJURY LEAVE UP TO MAXIMUM RECOVERY

Each employee who is injured or disabled in the performance of his/her duties shall be entitled after ten (10) work days absence to 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 eighteen (18) months. Nothing herein shall affect rights or benefits under existing Workers' Compensation law. 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. FUNERAL LEAVE

Three (3) days special leave with pay shall be granted to attend a wake, funeral or memorial services for a death in the immediate family. Should the leave period include days not scheduled normally as work days, only the actual work days necessary to complete the three (3) day period shall be allowed. Immediate family shall mean wife, husband, sister, brother, father, mother, grandparents, children, grandchildren, and mother, father or children of the current spouse. Extensions may be given for just cause by the First Selectman or his/her designee.

One (1) day special leave with pay shall be granted in the event of death of a relative not included in the definition of immediate family.

SECTION 5. ACCUMULATED VACATION AND PAY AT DEATH

In the event of the death of an employee, if the deceased employee has unused or earned vacation time due him/her, his/her spouse shall receive the accumulated time in monetary value. In addition to any other payments or benefits to which he/she may be entitled, the spouse of any employee who dies during the term of this Agreement shall receive the next four (4) weeks pay following the employee's last earned pay. If such employee is not survived by a spouse, such terminal pay and vacation pay shall be paid to his/her estate.

SECTION 6. PALL BEARER LEAVE

Leave with pay for an employee to act as pall bearer shall be granted upon approval of the First Selectman or his/her designee.

SECTION 7. LEAVE WITHOUT PAY

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 shall not be unreasonably withheld and terms of the leave shall be specified in the letter granting the leave. Leave for other employment shall not be grounds for leave of absence. During a leave of absence there shall be no accrual of time for pension purposes. All health benefits and life insurance may be continued at the expense of the employee.

SECTION 8. PERSONAL LEAVE

An employee with the prior approval of the head of the department (except in an emergency) shall be entitled to three (3) personal leave days in each fiscal year for personal business. New Hire probationary employees may not take personal leave during the probationary period.

SECTION 9. 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.

SECTION 10.

Maternity Leave shall be granted in accordance with state statutes.

ARTICLE IX **GRIEVANCE PROCEDURES**

The purpose of this procedure is to provide an orderly method of adjusting grievances within the time limits specified. Any employee having a grievance concerning the interpretation or application of any provision of this Agreement may seek adjustment under this grievance procedure by filing a summary of his/her particular grievance in writing with his/her immediate superior within fifteen (15) calendar days after the occurrence of the grievance or from the date the employee knew or should have known of the incident giving rise to the grievance. The UNION shall have the right to institute or withdraw from any grievance.

Time limits specified herein may be extended by mutual agreement in writing between the president of the UNION and the TOWN. Such agreement shall not be unreasonably withheld by either party.

STEP 1. EMPLOYEE TO DEPARTMENT HEAD

The employee and the UNION steward or both shall present to the Department Head all facts available pertaining to the problem. Within seven (7) calendar days the

Department Head shall adjust the problem or notify the employee and/or his/her representative of his/her decision.

STEP 2. TO THE PERSONNEL DIRECTOR

If the employee and the UNION feel there should be further review, the facts pertaining to the problem shall be presented to the Personnel Director in writing by the steward within seven (7) calendar days after a decision is rendered under Step 1. The Personnel Director shall review the problem and discuss it with the employee and his/her representative and within seven (7) calendar days render his/her decision in writing.

STEP 3. TO THE FIRST SELECTMAN

If the employee and the UNION feel further review is necessary, the UNION shall within seven (7) calendar days after a decision is rendered under Step 2, request a meeting with the First Selectman. The First Selectman shall, within seven (7) calendar days thereafter call meeting of all the parties concerned and the UNION'S Grievance Committee and discuss the problem fully. The First Selectman may render a decision in writing, either at the end of the meeting or within seven (7) calendar days after the meeting to the Representative of the UNION.

STEP 4. ARBITRATION

In the event the employee and the UNION feel that further review is justified, he/she shall within fifteen (15) calendar days after the First Selectman renders his/her decision file notice of appeal to submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be final and binding on both parties. Each party shall be liable for their own share of expenses and any general expenses of the arbitration not applicable to either party shall be mutually shared by both parties. The Arbitration Board shall have no authority to amend, modify, alter or otherwise change the language of the Agreement.

ARTICLE X NO STRIKE-NO 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 XI MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement the TOWN of Westport reserves all rights of management, whether by statute or otherwise, to direct and control the operation of the TOWN facilities and the TOWN employees 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 subject to bargaining impact as may be required by MERA.

ARTICLE XII UNION BUSINESS

SECTION 1.

The President, Vice-President, Secretary and Treasurer of the UNION shall have seniority during their tenure in office in the event of a layoff in their respective departments. Irrespective of seniority, they shall be the last to be laid off.

SECTION 2.

With the prior notice to the TOWN, the duly elected officers of the UNION specified in Section 1 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 this Agreement. Such approval shall not be unreasonably withheld. Such nine (9) days shall be exclusive of any time required to process grievances under the Agreement.

SECTION 3.

- a) Grievant and a UNION steward or one officer 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 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, shall be entitled to attend grievance hearings at Step 3 and Step 4.

ARTICLE XIII PENSION PLAN and 401(k) PLAN

- a) The parties agree that the document entitled "Retirement Plan for Municipal Employees of the Town of Westport," adopted July 1, 1966, and as last amended July 1, 1993 shall be incorporated herein, as part of this collective bargaining agreement.
- b) The employee contributions to the said Pension Plan shall be 3½% through payroll deductions for employees covered by this Agreement through December 31, 2006. Effective January 1, 2007 the contribution rate shall be 4%.

- c) An employee who has accrued unused sick time at his/her retirement date, shall have 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 services for the purpose of retirement.
- d) Effective July 1, 2007 employees are entitled to participate in "The Town of Westport 401k Plan" under the terms and conditions of that Plan.

NOTE: The Parties are in interest arbitration concerning the Plan (Case No. 2017-MBA-322). The terms of that award shall supersede the above to the extent there is any conflict between the provisions of this Article and the award in that case.

ARTICLE XIV MISCELLANEOUS

SECTION 1. JURY DUTY

Leave for jury duty shall be granted without loss of pay except that any enumeration received by the employee for such jury duty shall be deducted from his/her pay so that in no event, can the total amount exceed a regular day's pay. The employer reserves the right to have the employee excused from jury duty.

SECTION 2. CLOTHING ALLOWANCE

- a) All employees covered by this Agreement, (except EMS), shall receive a work clothing reimbursement of **\$450.00** to be expended for appropriate articles of clothing related to their employment, which shall include safety shoes, and subject to the rules and regulations as may be promulgated by the First Selectman or his/her designee.

Any employee hired after July 1st but prior to December 31st, shall receive \$100.00 upon hire for the purchase of safety shoes. Upon becoming a permanent employee, the employee shall receive the balance of the clothing allowance for that fiscal year. An employee hired on or after January 1st, shall receive \$100 upon hire but shall not be entitled to any additional clothing allowance in that fiscal year.

- b) Rain gear shall be provided as needed to employees required to work outdoors in inclement weather.
- c) Designated employees are required to wear the logo clothing which will be issued (without charge) as noted below:

| INITIAL ISSUE (SEPT. 15) | ANNUALLY THEREAFTER (SEPT. 15) | EVERY THIRD YEAR |
|-----------------------------|-----------------------------------|------------------|
| T-Shirts | 5 | 5 |
| Golf Shirts | 3 | 1 |
| Sweat Shirts | 2 | 1 |
| Jackets | 1 | 1 |

Semi-Annually (Sept. 15 and Mar. 15) employees may purchase additional items from their respective clothing allowances at pre-established prices. Clothing worn must be clean and presentable.

SECTION 3. SAFETY

- a) Helmets shall be furnished to employees on the job wherever overhead hazards exist.
- b) It shall be mandatory 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 shall make the employee subject to proper disciplinary action.
- c) Should an employee complain that his/her work requires him/her to be in an unsafe or unhealthy situation in violation of acceptable safety rules, the matter shall be considered immediately by the representative of the TOWN. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedures of this Agreement.

SECTION 4. CALL BACK

An off-duty employee, (except EMS) called for emergency work shall be given a minimum of four (4) hours work at one and one-half (1½) times his/her regular hourly rate of pay.

SECTION 5. MEAL REIMBURSEMENT

Whenever employees (except EMS) are required to perform emergency duty duly authorized by the Department Head or his/her designee, the TOWN shall provide reimbursement for meals as follows:

- a) When an employee is required to stay on duty and work through the scheduled lunch period.
- b) When an employee is required to stay on duty after 4:30 p.m. and work past the 6:00 p.m. meal hour.
- c) When an employee is required to stay on duty and work through the midnight to 1:00 a.m. period.
- d) When an employee is required to stay on duty and work past 6:00 am.

The TOWN shall not provide reimbursement for meals during emergency duty as follows:

- a) No noon meal if an employee goes off duty at or before noontime and reports for duty later.
- b) No evening meal if an employee goes off duty at or before 4:30 p.m. and reports for duty later.
- c) No midnight meal if an employee goes off duty at or before midnight
- d) No morning meal if an employee goes off duty at or before 6:00 am.

After RTM approval of this Agreement the maximum allowance for each meal shall be:

| | |
|---------------|---------------------------------------|
| Breakfast | Four Dollars and fifty cents (\$4.50) |
| Lunch | Seven Dollars (\$7.00) |
| Dinner | Eight Dollars (\$8.00) |
| Midnight Meal | Seven Dollars (\$7.00) |

Each bill must include amount, date and time of meal, signature of the employee and the Department Head or his/her respective designee.

SECTION 6. MILEAGE ALLOWANCE

Any employee required to use his/her automobile for TOWN business shall be reimbursed at the same rate as other TOWN employees as determined by the First Selectman.

SECTION 7. EDUCATIONAL REIMBURSEMENT

In the event the First Selectman requires an employee to attend or participate in any course of study or out of town program for purposes of improving job skills, then the TOWN agrees to reimburse such employee for all reasonable cost attendant thereto.

SECTION 8. INFORMATION TO MEMBERS

A copy of this Agreement, a copy of the Retirement Plan shall be posted on the Town's website. Employees desiring a printed copy of the contract may obtain one from the personnel office. Employees shall be provided with an Annual Statement of the employee's contribution to the Retirement Plan as of June 30th and an annual statement of unused accumulated leave balance.

SECTION 9. NOTIFICATION TO UNION

- a) As soon as possible after July 1st the TOWN shall submit to the UNION a list of employees by Department, showing the employee's classification and length of service within the TOWN and the employee's current salary and pay grade. Any probationary period shall be included in determining length of service.
- b) The TOWN agrees to notify the UNION of the date of hiring, termination, permanent transfer and/or promotion of employees covered by the Agreement within thirty (30) days of such occurrence with notification as to classification and rate step.

SECTION 10. WORKING IN HIGHER CLASSIFICATION

An employee temporarily assigned by the Department Head or his/her designee to work in a higher classification for more than four (4) hours in a day shall receive an increment on his/her scale equivalent to 5% for all such hours worked.

SECTION 11. EMERGENCY CALL BACK PROTECTION

The TOWN agrees to save an employee harmless from any claim for damages to person or property and to pay for damages to an employee's automobile, not otherwise covered by insurance, resulting from an accident which occurs when an employee is enroute to or returning from an emergency call back in his/her own automobile, provided that the TOWN shall not be liable for such damages if the accident was caused by willful negligence on the part of such employee.

SECTION 12. DRUG AND ALCOHOL TESTING

Employees shall be subject to reasonable suspicion drug testing.

ARTICLE XV

EMERGENCY MEDICAL SERVICE

SECTION I. TRAINING DAYS

Each EMT and EMT Coordinator shall be entitled to a maximum of eight (8) days in each Fiscal Year as compensation for In-Service training. Such days shall be taken as approved by the Director at the convenience of the Department.

Each training session will be credited at a minimum of four (4) hours.

Training days to be classified "training days" shall be scheduled and posted a minimum of one (1) week in advance except shorter notice may be given for just cause.

SECTION 2. CLOTHING

The EMT and EMT Coordinator shall receive a clothing allowance of \$625.00 such amount being advanced immediately upon employment, to purchase necessary uniform and equipment. In addition, the TOWN shall provide the necessary patches and rockers for the uniforms.

SECTION 3. CALL BACK

Each off-duty EMT and the EMT Coordinator called in for emergency work shall be given a minimum of four (4) hours work at one and one-half (1½) times his regular hourly rate of pay.

SECTION 4. WORK ON A HOLIDAY

Effective July 1, 2007 any EMT, or EMT Coordinator who works on a Holiday listed under ARTICLE VI shall receive his/her regular salary for the day plus one additional day at the straight time rate. In addition, any overtime worked on a Holiday shall be paid

at time and one-half (1.5).

ARTICLE XVI 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 bargaining unit why the TOWN is contemplating the subcontracting of the bargaining unit's work.

ARTICLE XVII 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 XVIII DURATION

Except as otherwise provided herein, the effective date of this Agreement shall be the day following approval of this Agreement by the Representative Town Meeting, except that retroactivity on wages shall be payable only to those employees who are still employed by the TOWN or to those employees who have retired during the period of negotiation but before the Agreement has become effective. Thereafter, this Agreement shall remain in full force and effect without reopening of any kind through June 30, 2018.

It shall continue from year to year thereafter, unless either party gives notice to the other of its intention to change, modify or terminate this Agreement, which notice to the other party must be given in writing at least six (6) months prior to its termination.

SCHEDULE A WORK SCHEDULES – VARIOUS

WORK SCHEDULES - VARIOUS

Employees in the following positions shall work the schedule listed below and this shall be considered their normal work schedule.

MARINA AND BATHHOUSES FACILITIES PERSONNEL

Personnel regularly assigned to duty at the bathhouse facilities and marinas shall, from the beginning of Memorial Day weekend through Labor Day work Wednesday through Sunday 7:00 a.m. to 3:30 p.m. or 12:00 p.m. to 8:00 p.m. During this time, overtime provisions for weekends will apply to Monday and Tuesday instead of Saturday and Sunday, except during the weeks when he/she is granted a Saturday/Sunday weekend off. Such overtime on Monday and Tuesday shall first be offered to those employees regularly assigned to those duties.

EMERGENCY MEDICAL SERVICES PERSONNEL

Forty (40) hours per week as scheduled by the Chief of Police or his designee. Overtime provisions for over eight (8) hour day and Sunday will not apply, but overtime for more than forty (40) hours/week shall be at time and one half.

POLICE EQUIPMENT MECHANIC

Monday - Friday. 7:00 AM - 3:30 PM

BUILDING CUSTODIANS

Police Dept. 7:00 AM - 3:30 PM Monday - Friday
or 3:00 PM - 11:30 PM Monday - Friday

Railroad Parking 10:00 AM - 6:30 PM Monday - Friday

Town Hall 6:30 AM - 3:00 PM Monday - Friday
or 3:00 PM - 11:30 PM Monday - Friday

SCHEDULE B
SICK LEAVE 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 YEARS OF SERVICE | REQUIRED ACCRUED SICK LEAVE | SICK LEAVE USED (JULY 1 – JUNE 30) | AWARD** |
|---------------------------------|-----------------------------------|--|----------------------------------|
| 5 TO 9 Years | 30 days " " " " " 0 | 4 or fewer days 5 " " " 6 " " " 0 | \$100 90 80 50 |
| 10 to 14 Years | 60 days " " " " " 0 | 4 or fewer days 5 " " " 6 " " " 0 | \$200 \$175 \$150 \$100 |
| 15 to 19 Years | 90 days " " " " " 0 | 4 or fewer days 5 " " " 6 " " " 0 | \$300 \$270 \$225 \$150 |
| 20 or more-Years | 120 days " " " " " 0 | 4 or fewer days 5 " " " 6 " " " 0 | \$400 \$350 \$300 \$200 |

**Awards will be disbursed in a lump sum in the first pay period in December of the fiscal year following the year in which it was earned. For example, an award made in December 1996 would be based on required years of service and required accumulated sick leave as of July 1, 1995 and the number of days of sick leave used for the period July 1, 1995 through June 30, 1996. Such awards shall not be included in calculations for pension purposes

FOR THE TOWN OF WESTPORT
LOCAL 1303-194
COUNCIL #4 AFSCME

James S. Marpe
First Selectman

Ralph M. Chetcuti
Personnel Director

(Date)

FOR THE UNION

Josh Herbst
Staff Representative

Edward Frawley, President
Local 1303-194, Council #4

(Date)

The above is a true and attest copy of the Collective Bargaining Agreement between the TOWN OF WESTPORT and LOCAL 1303-194, COUNCIL 4, AFSCME, AFL-CIO.

Attest:
Patricia H. Strauss
Town Clerk

WAGE SCALES 2015-2019
EFFECTIVE JULY 1 OF EACH YEAR INDICATED

| CLASSIFICATION | FY | %Inc. | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|-----------------------------|-------|--------|----------|----------|----------|----------|----------|----------|----------|
| I Laborer | | | | | | | | | |
| Custodian | 15/16 | 2.50%* | \$44,292 | \$46,507 | \$48,832 | \$51,273 | \$53,837 | \$56,528 | \$59,354 |
| | 16/17 | 2.25%* | \$45,289 | \$47,554 | \$49,931 | \$52,426 | \$55,048 | \$57,800 | \$60,689 |
| | 17/18 | 2.50% | \$46,421 | \$48,743 | \$51,179 | \$53,737 | \$56,425 | \$59,245 | \$62,206 |
| | 18/19 | 2.50% | \$47,582 | \$49,961 | \$52,459 | \$55,080 | \$57,835 | \$60,726 | \$63,762 |
| II Driver/Laborer | 15/16 | 2.50%* | \$46,506 | \$48,830 | \$51,273 | \$53,837 | \$56,528 | \$59,353 | \$62,321 |
| | 16/17 | 2.25%* | \$47,553 | \$49,929 | \$52,426 | \$55,048 | \$57,800 | \$60,688 | \$63,723 |
| | 17/18 | 2.50% | \$48,742 | \$51,177 | \$53,737 | \$56,425 | \$59,245 | \$62,205 | \$65,316 |
| | 18/19 | 2.50% | \$49,960 | \$52,456 | \$55,080 | \$57,835 | \$60,726 | \$63,760 | \$66,949 |
| III Asst. Mechanic | 15/16 | 2.50%* | \$48,832 | \$51,274 | \$53,836 | \$56,528 | \$59,354 | \$62,321 | \$65,435 |
| Equipment Operator | 16/17 | 2.25%* | \$49,931 | \$52,427 | \$55,047 | \$57,800 | \$60,689 | \$63,723 | \$66,907 |
| Grounds Specialist | 17/18 | 2.50% | \$51,179 | \$53,738 | \$56,424 | \$59,245 | \$62,206 | \$65,316 | \$68,580 |
| Head Custodian | 18/19 | 2.50% | \$52,459 | \$55,081 | \$57,834 | \$60,726 | \$63,762 | \$66,949 | \$70,294 |
| IV Dockmaster | 15/16 | 2.50%* | \$51,273 | \$53,835 | \$56,528 | \$59,354 | \$62,321 | \$65,435 | \$68,707 |
| Equipment Mechanic | 16/17 | 2.25%* | \$52,426 | \$55,046 | \$57,800 | \$60,689 | \$63,723 | \$66,907 | \$70,253 |
| Asst. Greenskeeper | 17/18 | 2.50% | \$53,737 | \$56,423 | \$59,245 | \$62,206 | \$65,316 | \$68,580 | \$72,009 |
| | 18/19 | 2.50% | \$55,080 | \$57,833 | \$60,726 | \$63,762 | \$66,949 | \$70,294 | \$73,809 |
| V Assistant Working Foreman | 15/16 | 2.50%* | \$69,793 | | | | | | |
| | 16/17 | 2.25%* | \$71,364 | | | | | | |
| | 17/18 | 2.50% | \$73,148 | | | | | | |
| | 18/19 | 2.50% | \$74,976 | | | | | | |
| VI EMT | 15/16 | 2.50%* | \$72,140 | | | | | | |
| | 16/17 | 2.25%* | \$73,763 | | | | | | |
| | 17/18 | 2.50% | \$75,607 | | | | | | |
| | 18/19 | 2.50% | \$77,497 | | | | | | |

9 month employees are paid 75% of the applicable annual salary (grade and step) for their positions over 24 semimonthly pay periods.

| | | | |
|---------------------|-------|--------|----------|
| VII Working Foreman | 15/16 | 2.50%* | \$73,498 |
| Assistant | | | |
| Superintendent of | 16/17 | 2.25%* | \$75,151 |
| Greens | | | |
| | 17/18 | 2.50% | \$77,030 |
| | 18/19 | 2.50% | \$78,956 |

| | | | |
|----------------------|-------|--------|----------|
| III EMT Coordinator. | 15/16 | 2.50%* | \$79,335 |
| | 16/17 | 2.25%* | \$81,120 |
| | 17/18 | 2.50% | \$83,148 |
| | 18/19 | 2.50% | \$85,227 |

* retroactive