# COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE TOWN OF PORTLAND

and

LOCAL 1303-057 OF COUNCIL 4 AFSCME, AFL-CIO

JULY 1, 2023 - JUNE 30, 2026

# TABLE OF CONTENTS

ARTIC	<u>CLE</u>	<u>PAGE</u>		
	PREAMBLE	1		
1	RECOGNITION	1		
2	UNION SECURITY	1		
3	PAYROLL DEDUCTIONS	2		
4	SENIORITY	2		
5	PROMOTIONS AND VACANCIES	5		
6	HOURS OF WORK AND OVERTIME	6		
7	CALL-IN PAY	8		
8	HOLIDAYS	9		
9	WAGES	10		
10	INSURANCE AND PENSIONS	11		
11	LEAVE	15		
12	VACATIONS	19		
13	DISCIPLINARY ACTIONS	21		
14	GRIEVANCE PROCEDURE	22		
15	UNIFORMS	23		
16	MISCELLANEOUS	24		
17	SAVINGS CLAUSE	24		
18	MANAGEMENT RIGHTS	25		
19	CLASSIFICATIONS	26		
20	DURATION	26		
APPE	APPENDIX A28			
APPE	NDIX B	29		
A DDET	NDIV C	20		

# AGREEMENT BETWEEN THE TOWN OF PORTLAND AND

# LOCAL 1303-057 OF COUNCIL 4 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

This Agreement is entered into by and between the Town of Portland (hereinafter referred to as the "Employer") and Local 1303-057 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union).

#### **PREAMBLE**

This Agreement has as its purpose and intent the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the creation of an environment in which the Town and the Union can cooperate to achieve their joint objectives.

# ARTICLE 1 RECOGNITION

#### Section 1.0

The Employer recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining in all matters of wages, hours of employment, and all other conditions of employment for employees known as the Department of Public Works including the Streets and Highways Division, the Buildings and Grounds Division, the Solid Waste Disposal Division, the Water Division, and the Water Pollution Control Division, excluding the Director of Operations, the Foreman of the Streets and Highways Division, the Foreman of the Water Division, the Chief Operator of the Water Pollution Control Division, the IT Coordinator/Manager, White Collar Employees in the Town Hall, and any other employees excluded by statute. Upon the end of employment of the current occupant of the Water Program Tech/Town Tech Coordinator partial position, such position will be eliminated with water department duties remaining as part of the Water Department and any Town Tech Coordinator duties shall be assigned to the IT Coordinator/Manager.

# ARTICLE 2 UNION SECURITY

#### Section 2.0

All employees in the bargaining unit may, within thirty (30) days of the date of employment for new employees, have the option to become members of the Union and pay Union dues as set by the Union.

#### Section 2.1

The Town will provide, electronically, each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement; new employees will be provided with a copy of this Agreement, electronically, at the time of hire.

# ARTICLE 3 PAYROLL DEDUCTIONS

#### Section 3.0

The amount of Union dues will be certified by a responsible Union officer in writing and may be raised or lowered by the Union at any time upon notification by said officer to the EMPLOYER.

#### Section 3.1

Upon receipt of a properly executed authorization from the bargaining unit member allowing the Town to do so, deduction as provided in Section 3.0 shall be remitted to the Council 4 Office of the Union no later than fifteen (15) days after such deductions have been made along with a list of employees from whom the deduction have been made. When a bargaining unit member withdraws authorization for Union membership and Council 4 notifies the Town, the Town will not deduct or remit any union dues for such bargaining unit member.

#### Section 3.2

If for any reason a bargaining unit member who has provided a properly executed authorization allowing union dues deductions has no pay available from which the dues may be deducted, the deduction will take place beginning the payroll period in which he/she does have pay available and continue weekly until the back deductions are made up, at which time he/she will return to the monthly basis.

#### Section 3.3

The Union agrees to hold and save the Town harmless against any and all claims, damages, reasonable attorneys' fees, and suits that shall or may arise out of or by reason of any action taken by the Town for the purpose of complying with the provisions of this Article.

# ARTICLE 4 SENIORITY

#### Section 4.0

A. The employee's length of continuous service with the Town of Portland shall determine the seniority of the employee for all purposes except layoff and recall.

B. For the purposes of layoff and recall, seniority shall be defined as the employee's length of continuous service within the bargaining unit.

#### Section 4.1

The Employer shall prepare and maintain, subject to examination by Union representatives, a seniority list and record the status of each employee in the Unit. The Union shall be provided with a copy of the seniority list annually. Unless the Union objects to said seniority list, within fifteen (15) days of its receipt, it shall be deemed acceptable as issued.

#### Section 4.2

All new employees shall serve a probationary period of ninety (90) days and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement except that a probationary employee shall have no right to grieve his or her termination or other discipline during the probationary period.

#### Section 4.3

Officers and Stewards of the Union, not to exceed two (2), shall have top seniority in the event of layoff and recall.

### Section 4.4

All employees who have worked ninety (90) days shall be permanent employees, their probationary period will be considered completed and their seniority will then date back to the time they were hired.

#### Section 4.5

In the event of a reduction in the work force, employees shall be laid off by seniority with the least senior employee being laid off first. Layoff shall be by classification.

#### Section 4.6

Layoffs within classification shall take effect as follows:

- A. seasonal, temporary and probationary employees;
- B. Part-time employees;
- C. Regular Part-time employees; and
- D. Full-time employees.

#### Section 4.7

An employee designated for layoff shall be given two (2) weeks advance notice.

#### Section 4.8

Bumping - In lieu of layoff, an employee may bump into a lower classification provided he or she is fully qualified to perform the work available.

#### Section 4.9

When an employee, as a result of layoff, transfers to a classification with a lower salary range by bumping, his/her rate of pay in the lower classification shall be at a rate of pay closest to that held by the employee at the time of transfer, but not higher.

#### Section 4.10

No seasonal or part-time employees or subcontractors will be used while other employees covered by this collective bargaining agreement are on layoff for work that would ordinarily be performed by a member of the bargaining unit.

#### Section 4.11

Employees on layoff shall retain recall rights for a period of two (2) years from the date of layoff, or a period equal to their seniority at the time of layoff, whichever is less. Recall shall be in order of seniority and no new employee shall be hired, in a given classification until all employees laid off from the classification have been given an opportunity to return to work. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than ten (10) days after receipt of such notification. The time limit may be waived by agreement of the parties for good cause. Recalled employees shall return to the same status they held on the date of layoff in terms of classification, pay rate within classification, vacation and sick leave accumulation, if any seniority, and all other benefits (including pension to the extent permitted).

#### Section 4.12

Seniority shall be broken only by the following events: discharge for cause; retirement; resignation; layoff in excess of recall period; and failure to report for duty within ten (10) days after notification of recall unless such time limit is waived. Seniority accumulation shall be suspended (but not broken) during layoff or during long term leave of absence without pay (more than thirty {30} days).

#### Section 4.13

Regular part-time employees are employees who work thirty (30) or more hours per week but less than forty (40) hours per week. Part-time employees are employees who work less than thirty (30) hours per week. Regular part-time employees shall have their seniority computed based on their date of hire. Regular Part-time employees will be senior only among Regular

Part-time employees and will be considered less senior than full-time employees. Part-time employees shall have their seniority computed based on their date of hire. Part-time employees will be senior only among part-time employees and will be considered less senior than full-time employees and Regular Part-time employees. For purposes of calculating seniority when a Regular Part-time employee moves into a full-time position or a Part-time employee moves into either a full-time position or Regular Part-time position, such employee shall be credited with one-half month's service for each full month that he or she served as a part-time employee and two-thirds of a month of service for each full month that the employee served as a regular part-time employee.

Any overtime hours or fraction of hours to be worked shall be offered to full-time employees within the department prior to being offered to Regular Part-time employees or Part-time employees. If additional time to be worked is not offered first to full-time employees within the department the full-time employee to whom it should have been offered will be paid for the time at the rate of one and one-half times the full-time employee's hourly rate.

A Regular Part-time employee or Part-time employee called back to work after his/her regular workday shall receive a minimum of two (2) hours of pay at straight time.

Regular Part-time employees shall be classified as a Maintainer 2 and shall receive pro-rated benefits. Such benefits shall include, but not limited to, vacation, sick time, etc. No present, full-time Maintainer 2 positions shall be replaced by Regular Part-time positions.

Part-time employees shall not be eligible for benefits. The Town may fill any positions classified as Maintainer 1 with Part-time employees.

# ARTICLE 5 PROMOTIONS AND VACANCIES

#### Section 5.0

All promotional opportunities and job vacancies shall be posted for a period of five (5) working days and filed with the Local Union President.

#### Section 5.1

New positions and/or job vacancies shall be posted to give employees, within the Union, who are employed the first opportunity to bid for these openings. Seniority, skill, fitness and ability will be the determining factors in awarding these positions.

#### Section 5.2

New employees will not be hired until the procedure in Sections 5.0 and 5.1 above have been followed.

#### Section 5.3

An employee who performs the work of a higher classification after five (5) consecutive days shall be paid at the rate of the higher classification retroactive to the beginning of the first such day. Employees shall not be assigned for the purpose of defeating the intent of this paragraph.

#### Section 5.4

All promoted employees shall serve a thirty (30) day probationary period. At the end of the thirty (30) day period, the employee shall be considered qualified and allocated to said position, otherwise the employee shall return to the employee's former position. Furthermore during this thirty (30) day period if a promoted employee finds the new position to be unfavorable the employee shall have the right to return to the employee's former position.

# ARTICLE 6 HOURS OF WORK AND OVERTIME

#### Section 6.0

A. Effective the first full week following the execution of this Agreement, the workweek shall be Monday through Friday, forty (40) hours per week, excluding lunch break. Employees shall not abuse the thirty (30) minute lunch break. It is understood that an employee who is working away from the Public Works Garage may leave the job site no more than ten (10) minutes before the lunch period and will return to the job site within ten (10) minutes after the end of the lunch period. The work hours shall normally be as follows:

Streets and Highway Division Employees Water Division Employees	7:00 A.M 3:30 P.M. Mon Fri. 7:30 A.M 4:00 P.M. Mon Fri.
Landfill Employees of the Solid Waste Disposal Division	7:00 A.M 3:30 P.M. Tues Sat. 7:30 A.M 4:00 P.M. Tues - Sat.
Building and Grounds	7:30 A.M 4:00 P.M. Mon Fri. or 8:00 A.M 4:30 P.M. Mon Fri. or 6:30 A.M 2:30 P.M. (Flex time for seasonal needs for Grounds)

Water Pollution Control Division Employees: 7:00 A.M. - 3:30 P.M. Mon. - Fri.

The hours of work may be adjusted, by department, for discrete periods of time, by mutual agreement of the parties.

B. The Town will post and keep current a list containing all overtime worked.

#### Section 6.1

Time and one-half (1-1/2 X) shall be paid after forty (40) hours in one (1) week.

#### Section 6.2

- A. Double time (2X) shall be paid for all time worked on Sunday.
- B. Double time (2X) shall be paid for all time worked on Holidays in addition to Holiday pay.
- C. No employee shall be required to take time off for the purpose of offsetting overtime.
- D. No employee shall be required to work overtime except (1) under conditions of emergency as determined by the First Selectman and/or (2) when the Town requires one (1) or more employees and no employees agree to work or are available, then assignment shall be on a reverse seniority basis first within the unit division, then using qualified employees.

An employee engaged in extended work or emergency operations shall be entitled to a three (3) hour rest period without loss of pay or benefits after working seventeen (17) consecutive hours, except when the seventeenth hour coincides with release from duty upon completion of that employee's work shift. The rest period shall be three (3) consecutive hours. Regularly scheduled breaks (i.e., meal period and 10-minute breaks) less than two (2) hours shall be considered as time worked for purposes of determining the consecutive hours worked by the employee.

No employee shall be required to work more than twenty-two (22) consecutive hours without beginning the rest period.

- E. Overtime for highway snow removal, water main break repairs, and Transfer Station duty will be offered to qualified employees outside of their specific unit division, when there are not sufficient employees within the unit available to work overtime, annually, by volunteer sign-up sheets. Overtime will be offered to those signed-up volunteers on a rotational basis. The volunteer sign-up list shall not be used to equally distribute overtime.
- F. The Town may schedule overtime work to complete a job or make a repair. It is understood that there may be times when an employee cannot work due to prior commitments. When employees within their unit division are not available to work overtime, qualified employees from other divisions will be offered the overtime work first. When no signed-up volunteers are available, overtime work shall be offered by seniority within each job classification to qualified employees. When scheduled overtime is required, the employee shall be given, where possible, twenty-four (24) hours notice.

#### Section 6.3

Overtime opportunities other than highway snow removal, water main break repairs and Transfer Stations duties shall be distributed equally by job classification, within each unit division, on a fiscal year basis. Annual overtime distribution shall have an allowed variance of ten (10) hours between employees of the same job classification. A seniority list shall be established by job classification within each unit division. For all such overtime work within each unit division, an employee who refuses an overtime opportunity or is unavailable when called shall be charged as though he/she had worked. If an employee has been out sick during the day when the overtime opportunity arises or on the last day preceding a weekend or holiday when the overtime opportunity arises, the employee shall be deemed unavailable and charged as though the employee had worked.

#### Section 6.4

Any bargaining unit employee who is a member of the VOLUNTEER FIRE DEPARTMENT shall be released from work without loss of pay of benefits to respond to EMERGENCIES. The OFFICER on the scene will determine which VOLUNTEERS are needed.

#### Section 6.5

Full-time employees, at their option, may choose to be paid overtime or accrue compensatory time on an hour to paid overtime hour basis (example: 1 and ½ hours paid overtime equals 1 and ½ hours of compensatory time). Each Full-time employee must notify the First Selectman or his/her designee by October 31<sup>st</sup> of their decision for the upcoming year. Full-time employees may choose compensatory time on a six (6) consecutive month basis. All overtime may be used in the computation for compensatory time in lieu of paid overtime. Full-time employees may accumulate up to forty (40) hours of compensatory time. No more than two (2) consecutive days of compensatory time may be used at any one time unless approved by the First Selectman or his/her designee. Compensatory time must be taken in increments of no less than one day. Full-time employees' accumulated compensatory time must be used by the end of the subsequent fiscal year. Eligible employees are required to provide the Director of Public Works or his or her immediate supervisor at least twenty-four (24) hours notice before using compensatory time. A requesting employee shall be notified of the approval or denial of such request by the end of the day on which the request is made. Requests to use compensatory time may be denied based on the operational needs of the Town.

# ARTICLE 7 CALL-IN PAY

#### Section 7.0

A Full-time employee called back to work after his/her regular workday shall receive a minimum of four (4) hours of pay. This provision shall not apply to employees scheduled to work

Saturdays or Sundays on a prescheduled basis. Call-in procedures shall follow the overtime provisions contained in Article 6 and Section 4.13, however amended.

# ARTICLE 8 HOLIDAYS

#### Section 8.0

All employees covered by this Agreement shall receive the following paid Holidays, with Regular Part-time employees and Part-time employees receiving such holidays on a pro-rated basis, assuming that such Part-time employees are regularly scheduled to work on the day that the holiday falls:

**HOLIDAY** 

HOLIDAY PERIOD

New Year's Day

Sunday Monday
Monday
Tuesday Monday & Tuesday
Wednesday Tuesday (one-half day) and Wednesday
Thursday Wednesday (one-half day) and Thursday
Friday Thursday (one-half day) and Friday
Saturday Friday

Martin Luther King Day

Washington's Birthday - Observed as President's Day

Good Friday

Memorial Day

Juneteenth

Independence Day

Sunday Monday
Monday Monday
Tuesday Monday and Tuesday
Wednesday Wednesday
Thursday Thursday and Friday
Friday Friday
Saturday Friday

Labor Day

### Columbus Day

Veteran's Day - If Saturday, off Friday; if Sunday, off Monday

Thanksgiving Day

### Day after Thanksgiving

Christmas Day

Sunday
Friday (one-half day) and Monday
Monday
Monday
Tuesday
Wednesday
Thursday
Friday
Friday
Friday
Friday
Saturday
Friday

#### Section 8.1

- A. If a holiday falls during an employee's vacation, he/she shall be given an additional day off on a mutually agreed date.
- B. If a holiday falls while an employee is on sick leave, he/she shall be paid for the holiday and no deduction shall be made from his/her sick leave bank.
- C. If a holiday falls on a Saturday, Full-time and Regular Part-time employees will receive Friday off with pay.
- D. If a holiday falls on a Sunday, Full-time and Regular Part-time employees will receive Monday off with pay.

# ARTICLE 9 WAGES

### Section 9.0

All wage rates effective during the term of this Agreement shall be reduced to writing by classification and added to this Agreement as Appendix A.

#### Section 9.1

The Employer shall provide the Council 4 Office with one (1) paper copy of the Agreement no later than thirty (30) days after it is signed by both parties.

#### Section 9.2

For employees hired before July 1, 2023, longevity payments shall be earned annually by all Full-time employees on the anniversary of his/her most recent date of hire. Payment will be made in one (1) lump sum at the time of the first (1<sup>st</sup>) week in July or January, whichever comes sooner after the employee's anniversary date (example: Employee's anniversary date is in February, he/she earns longevity payment in February, but receives it the following July; or Employee's anniversary date is in September, he/she earns longevity payment in September, but receives it the following January). The lump sum payment will be made in a separate check from his/her regular pay. Payment shall be made on the following basis:

#### Years of Service

10-14	\$500.00
15-19	600.00
20 or more	700.00

Employees hired on or after July 1, 2023 shall not be eligible for longevity payments.

#### Section 9.3

Longevity payments for Regular Part-time employees will be based on a thirty (30) hour workweek.

#### Section 9.4

An employee temporarily assigned to operate the Pay Loader will receive the Pay Loader wage rate for eight (8) hours if the employee operates the Pay Loader four (4) hours or more in any one work day. It is agreed that operating the Sweeper shall be rotated among the employees with no operator being assigned for more than four (4) hours in any one-work shift.

### Section 9.5

Reporting of wages (pay stub) may be done electronically.

# ARTICLE 10 INSURANCE AND PENSIONS

#### Section 10.0

Health insurance will be provided to members of this bargaining unit by the following health insurance program:

A. Subject to the Town's right to change insurance carriers and/or to self-insure these benefits, the Town shall offer health care benefits to Full-time and Regular Part-time employees and their eligible dependents. It is agreed and understood that a Full-time or Regular Part-time employee may elect single, two-person or family coverage.

Insurance coverage for new employees will commence on the first day of the month following appointment or as soon as coverage can be provided. An application for insurance will be completed on or near the date of hire.

Health care benefits shall be provided to full-time and regular part-time employees with the several options outlined below:

- 1. POS #1. The Town shall offer a Flex POS1 (formerly PPO) plan. Such plan shall be available for inspection by employees through the Department of Finance. Qualifying employees electing this health care benefit plan shall contribute the cost of medical coverage elected on a percentage of premium or premium equivalent cost basis, plus shall contribute the difference, if any, between the cost of equivalent benefits under the \$2,500/\$5,000 HDHP. In other words, eligible employees electing this option shall pay the difference between what they would have paid had they elected the \$2,500/\$5,000 HDHP and the cost of Flex POS 1.
- 2. \$2,500/\$5,000 High Deductible Health Plan (\$2,500/\$5,000 HDHP). The Town shall offer a High Deductible Health Plan (HDHP) in conjunction with Health Savings Accounts (HSA). This plan shall be available for inspection by employees each year through the Department of Finance. This plan is subject to change in accordance with the provisions of this Agreement. Qualifying employees shall contribute to the cost of medical coverage elected on a percentage of premium or premium equivalent cost basis as follows:

<u>Year</u>	<b>Individual Coverage</b>	Two Person or Family Coverage
2023-2024	9%	15%
2024-2025	9%	15%
2025-2026	10%	16%

- a. For fiscal year 2023-2024, the Town will fund the \$2,500/\$5,000 HDHP deductible in the amount of \$1,500 for employee only coverage and in the amount of \$3,000 for employee plus one or family coverage. For all remaining years covered by the contract, the Town will fund the \$2,500/\$5,000 HDHP deductible in the amount of \$1,250 for employee only coverage and in the amount of \$2,500 for employee plus one or family coverage. The parties acknowledge that the Town's contribution toward the funding of HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed bargaining unit members. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.
- b. For each fiscal year covered by this Agreement, the Town shall provide its portion

of the funding of the deductible on a quarterly basis.

- B. The Town will continue to provide a wage deduction plan, on a pre-tax basis, for each employee's insurance contributions, in accordance with Section 125 of the IRS code.
- C. Employees may elect, on a completely voluntary basis, to waive their right to participate in the Town's medical insurance benefit plans. In consideration of such voluntary waiver of medical insurance coverage, the Town will pay the employee the amount of one thousand two hundred and fifty dollars (\$1,250) per year payable in equal quarterly installments for single coverage and for employee plus one or family coverage, the Town will pay the employee the amount of two thousand five hundred dollars (\$2,500). The annual payment of the applicable amount is available to any employee who opts out of the medical insurance benefit plans completely or to any employee who changes to single employee coverage only from either family or employee plus one coverage. In the event of changed circumstances which require the employee to revoke his/her insurance waiver, the employee must provide the Town with notice of such changed circumstances and return any money received in exchange for such waiver to the Town on a prorated basis. Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. Employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all restrictions for reinstatement imposed by the applicable insurance carriers, including any waiting periods.

#### Section 10.1

Each employee will receive Term Life Insurance and Accidental Death and Dismemberment (AD&D) equal to their annual base salary on July 1 of each year rounded up to the next highest \$1,000 up to a maximum benefit of \$150,000.00.

#### Section 10.2

DENTAL - The Town will provide and pay for seventy-five percent (75%) of the premium for individual Dental Flex or Dental Flex with Ortho. An employee will pay for the cost of the dependent coverage if the employee chooses this option.

#### Section 10.3

Changes in benefits. The Town shall have the right to change the manner in which health and dental insurance is provided, including, but not limited to, the right to self-insure, partially self-insure or change health and dental coverage carriers, with the understanding that the plan(s) resulting from such change(s), when viewed as a whole, provide coverage comparable, in terms of coverage, benefits and administration, to that set forth in this agreement, except as otherwise provided below. Whenever possible, the Town will provide the Union and members of the

bargaining unit with at least thirty (30) days advanced notice of the Town's intent to change carriers or self-insure.

If the Union finds that the level of coverage, benefits and services are not comparable to that which had previously been provided by the Town, the Union may, within thirty (30) calendar days after the Town has presented the changes to the Union, submit the dispute to a single Arbitrator under the rules of the State Board of Mediation and Arbitration. The decision of the Arbitrator shall be final and binding. Cost of the Arbitration shall be shared equally between the Town and the Union. If the Union does not choose to arbitrate its objection to any proposed change within thirty (30) days, the Town shall be free to implement its proposal. The parties agree that an arbitration decision shall be rendered within thirty (30) days of the closing of hearings or the filing of briefs, whichever is later.

#### Section 10.4

RETIREMENT PLANS - New eligible employees will be enrolled in the Town's applicable retirement plan upon date of hire. The Town will fund its retirement plans, and eligible employees will contribute a portion of their salary in accordance with the applicable retirement plan, excluding overtime and other forms of pay. The Town and the Union will negotiate provisions for the retirement plan as required in the applicable Agreement.

#### Section 10.5

DISABILITY PLAN - The short and long term disability program between the Town and the Union is hereby incorporated by reference into this Agreement.

#### Section 10.6

All retirees, who are under the age of sixty-five (65) and have attained twenty-five (25) years of service, who retire from the Town of Portland, will continue to receive health insurance plan designs and dental benefits as outlined above, subject to annual reevaluations. Retirees shall only be allowed to enroll in the same plans offered to active employees. The Town shall pay fifty percent (50%) of individual and fifty percent (50%) of dependent coverage. The retiree cost of the fifty percent (50%) of dependent medical coverage shall be determined by the Town. Retirees shall pay the full deductible for High Deductible Health Plans and shall not be eligible to receive any funding from the Town for any deductible payments.

However, should the retired employee have health insurance coverage which is equal to or better than the Town's plan available to himself/herself or dependent resulting from subsequent employment, the benefits provided for in this section shall not be provided. In the event that the retired employee loses such alternative coverage, he/she shall have the option to subsequently reenroll in the Town's Group Plan. The Town shall pay fifty percent (50%) of individual and fifty percent (50%) of dependent coverage. The retiree cost of the fifty percent (50%) of dependent coverage shall be determined by the Town.

Retirees who attain eligibility for Medicare Part A benefits will have the option to retain Town health insurance and dental benefits in the form of Medicare Supplement coverage for himself/herself. Retirees who retire on or after January 1, 2015, and who attain eligibility for Medicare Part A benefits will have the option to retain Town health insurance and dental benefits in the form of Medicare Supplemental coverage for himself/herself. The retiree shall pay one hundred percent (100%) of the coverage for himself/herself, spouse and dependent children, paying the Town's plan's rate.

### ARTICLE 11 LEAVE

#### Section 11.0

Definitions. For the purposes stated herein, the following definitions apply:

Tandem occasion. An unscheduled absence of two or less days charged to sick leave or other leave in lieu of sick leave, immediately before or after a regularly scheduled day off (a weekend, holiday, or vacation, etc.). An unscheduled absence immediately before and/or after a scheduled day off shall normally count as one tandem occasion. An extended unscheduled absence of more than two days off for the same reason charged to sick leave (or other time in lieu of sick leave) immediately preceding or following a regularly scheduled day off shall not normally be recorded as a tandem occasion.

Unauthorized leave. Failure to report an absence of any duration in accordance with this directive or absence from work without proper authorization.

An employee who has ten occasions of absence within a twelve-month period shall normally be counseled. This counseling is not intended to penalize an employee for utilizing sick leave, but rather to advise the employee that unscheduled absences should be taken only in true emergencies or in cases where illness prevents working. The supervisor shall document this counseling session with a written memo to the employee as appropriate.

The above procedure does not preclude separate disciplinary action for unauthorized leave or fraudulent use of sick leave, such as a pattern of abuse. Excessive absenteeism regardless of reason(s) that renders an employee insufficiently available for work shall be evaluated on a case-by-case basis to determine the merits of correctional retention or termination. An employee who is absent from work for three (3) or more consecutive days, on sick leave, shall upon request of the Employer, provide a medical leave note from a health care professional.

Exhaustion of Sick Leave Accrual. An employee, upon exhausting sick leave accrual, is required to provide supporting documentation in the form of an acceptable medical certificate. An employee may request, with proper justification, and may be granted an approved sick leave without pay for period(s) of illness after exhausting sick leave accruals. When an employee calls in sick with no sick leave accrual or fails to follow the procedures for requesting a leave of absence without pay, the absence shall be recorded as unauthorized leave without pay. Each

instance consistent with the definition of occasion shall result in the application of progressive discipline steps previously outlined.

#### Section 11.1

Probationary employees are not eligible to take sick leave during their probationary period. After completing their probationary period, the employee's sick leave will be computed from their date of hire.

#### Section 11.2

Each Full-time and Regular Part-time employee shall be credited with earned sick leave on the first day of each month.

#### Section 11.3

Each Full-time and Regular Part-time employee hired before July 1, 2023 shall accrue sick leave at the rate of one and one-quarter (1½) days per month accumulative to a maximum of forty-five (45) days, with Regular Part-time employees accruing such leave on a pro-rated basis. Each Full-time and Regular Part-time employee hired on or after July 1, 2023 shall accrue sick leave at the rate of one (1) day per month accumulative to a maximum of thirty (30) days, with Regular Part-time employees accruing such leave on a pro-rated basis.

#### Section 11.4

For all employees hired before July 1, 2023, any unused sick leave earned on or before December 1 of any year after the forty-five (45) days of sick leave are accumulated will be paid in full, based on his/her current wages, to the employee as a holiday bonus. For all employees hired on or after July 1, 2023, any unused sick leave earned on or before December 1 of any year after the thirty (30) days of sick leave are accumulated will be paid, based on his/her then-current wage rate, to the employee as a holiday bonus.

#### Section 11.5

An employee, upon retirement or upon termination for other than just case, provided the employee has at least five (5) years of service, shall receive, based on his/her current wages, one hundred percent (100%) for any unused sick leave he/she may have remaining to his/her credit.

#### Section 11.6

For all employees hired prior to April 1, 2017, upon the death of an employee, his/her spouse or immediate family shall receive one hundred percent (100%) payment for any sick leave he/she may have remaining to his/her credit. For all employees hired on or after April 1, 2017, upon the death of an employee, his/her spouse or immediate family shall receive one hundred percent

(100%) payment for any sick leave he/she may have remaining to his/her credit, up to a maximum of forty-five (45) days of accrued time.

#### Section 11.7

- A. In the event of a death in the immediate family of an employee, leave consisting of three (3) consecutive work days shall be granted. The employee shall be paid his/her current rate for any of the three (3) consecutive days which fall within his/her regularly scheduled workdays and for which she/he attends the funeral. The term "immediate family" shall include the employee's spouse, mother, father, sister, child, brother, mother-in-law, father-in-law, grandchild, or any other person who is an actual member of the employee's household.
- B. In the event of the death of a grandparent, aunt, uncle, niece or other relative or nephew of the employee or of his/her spouse, one (1) day paid leave shall be allowed, as long as the employee attends the funeral and the day of the funeral is a regularly scheduled work day.
- C. The First Selectman may, in his or her discretion, grant additional time off for funeral leave which will be deducted from an employee's sick leave, personal leave, or vacation time.

#### Section 11.8

Leaves of absence, not exceeding one (1) year, for legitimate purposes (excluding FMLA) may be granted to an employee without pay upon written request and approval of the Employer or its designated representative. An employee's request will not be unreasonably denied. The following conditions apply to such leaves of absences:

- A. The position of the employee will be held open for the first six (6) months such leave. Upon completion of such leave of absence, which does not exceed six (6) months, the employee will be returned to his or her position at the current rate of pay.
- B. The position of an employee shall not be held open if an employee's leave of absence (excluding FMLA) exceeds six (6) months. However, the employee shall have the same right in bidding for a new position and/or job vacancies in accordance with Section 5.1 of this Agreement for the extent of the leave of absence. The Employer shall have no obligation to notify the employee of such openings. The employee must take the initiative in inquiring about and pursuing such openings.
- C. The seniority of an employee shall not accumulate during such leave of absence.
- D. During the leave of absence, the employee must pay their contribution of insurance coverage and the Town will pay its portion for up to six (6) months, if the Town's insurer

allows the employee to remain covered. At all other times, the employee shall be responsible for 100% of the insurance coverage.

#### Section 11.9

In the event the employee receives Workers' Compensation, the difference between his/her regular pay and Workers' Compensation shall be paid for by the Employer for up to six (6) months. Sick leave shall not accrue during periods during which an employee is receiving this differential benefit.

#### Section 11.10

Two (2) Union officers shall be entitled to leave annually, with pay, to attend Union conventions or other affairs of the Union as the Union may designate with notification to the First Selectman.

### Section 11.11

Such Union officers as the Union may designate, not to exceed two (2), shall be allowed such time as required for negotiations without loss of pay.

#### Section 11.12

Any employee who is on Military Leave shall receive the difference in pay, if any, from the Employer while on such leave. This section shall not apply in the event an employee is called by the draft or enlists for an extended period of time.

#### Section 11.13

Any employee required to report for jury duty shall receive the difference in his/her pay, if any, from the Employer during this period.

#### Section 11.14

After the probationary period, each new Full-time and Regular Part-time employee shall be entitled to one (1) day personal leave for each full three (3) months worked during the calendar year in which he/she was hired. During the following and subsequent calendar years, each Full-time and Regular Part-time employee shall be entitled to four (4) days paid personal leave annually, which may be taken at any time and for any purpose, provided twenty-four (24) hours advance notice is given and public safety is not jeopardized. Personal leave time must be taken in increments of one-half (1/2) day or more. Regular Part-time employees, after completion of their probationary period, shall accrue such leave on a pro-rated basis.

#### Section 11.15

In recognition of the sacrifices made by employees during the height of the COVID pandemic, employees who were employed by the Town at any time between March 1, 2020 and June 30, 2022 and who remain employed by the Town as of the date on which this Agreement is executed shall be granted, on a one-time basis, one (1) personal day in addition to the personal days enumerated in Section 11.14. Any employee who is not employed on the date that this Agreement is executed shall not receive such one-time additional personal day. Such personal day shall be scheduled in accordance with the provisions of Section 11.14 and so as to avoid a lack of coverage on individual dates.

### Section 11.16 - Family Medical Leave

The Town shall allow employees leaves of absence as required by the Federal Family and Medical Leave Act of 1993.

An employee may reserve a maximum of five (5) days vacation leave and five (5) days sick leave for future use. Employees must exhaust all remaining paid leave benefits (i.e. vacation and sick leave) before becoming eligible to utilize unpaid leave. Such paid leave will be credited against the employee's eligible leave under the Family and Medical Leave Act.

# ARTICLE 12 VACATIONS

#### Section 12.0

Full-time and Regular Part-time employees who have been in the employment of the Employer for one (1) year but less than five (5) years shall receive two (2) week vacation with full pay, with Regular Part-time employees accruing such leave on a pro-rated basis.

#### Section 12.1

Full-time and Regular Part-time employees who have been in the employment of the Employer for five (5) years, but less than ten (10) years shall receive three (3) weeks vacation with full pay, with Regular Part-time employees accruing such leave on a pro-rated basis.

#### Section 12.2

Full-time and Regular Part-time employees who have been in the employment of the Employer for ten (10) years but less than twenty (20) years shall receive four (4) weeks vacation with full pay, with Regular Part-time employees accruing such leave on a pro-rated basis.

#### Section 12.3

Full-time and Regular Part-time employees who have been in the employment of the Employer for twenty (20) years or more shall receive five (5) weeks' vacation with full pay. For all employees hired before July 1, 2023, after twenty-five (25) years of service, Full-time and Regular Part-time employees shall be entitled to one additional vacation day per year to a maximum of five (5) additional vacation days with full pay. Regular Part-time employees shall accrue such leave on a pro-rated basis. Employees hired on or after July 1, 2023 shall not be eligible to earn more than five (5) weeks of vacation with full pay.

#### Section 12.4

Vacation requests for three (3) or more days may be submitted starting sixty (60) calendar days in advance of the dates requested, but no less than two (2) weeks in advance of the dates requested, unless there are extenuating circumstances. All vacation requests for one (1) or two (2) days shall be submitted starting ten (10) calendar days in advance of the dates requested, but no less than two (2) working days in advance of the requested dates, unless there are extenuating circumstances. All vacation requests must be approved by the employee's Department Head. Vacation requests shall be considered in the order in which they are submitted. In the event that a vacation request for the same period is received on the same business day, the more senior employee will be given first consideration.

#### Section 12.5

In the event of conflicting vacation dates, seniority shall be the determining factor providing the notice of date in conflict shall have been within a reasonable period.

#### Section 12.6

Vacation time shall be used in increments of not less than one-half (1/2) day.

#### Section 12.7

In the event an employee is sick while on vacation, he/she may elect to take sick leave and use his/her vacation at a later date.

### Section 12.8

In the event a holiday falls while an employee is on vacation, an additional day shall be added to his/her vacation period or he/she may elect to take it off at a later date.

#### Section 12.9

In the event of the death of an employee, his/her family shall receive pay for all of the vacation the employee may have accumulated.

#### Section 12.10

The vacation period for Full-time and Regular Part-time employees shall be accrued on a monthly basis for the prior month's service. Regular Part-time employees shall accrue such leave on a pro-rated basis.

For employees hired prior to July 1, 2023, vacation day accumulation will be a maximum of forty-five (45) days and may be transferred from year to year and must be approved by the First Selectman. Vacation days accumulated over forty-five (45) days maximum shall be paid to the employee at the end of each fiscal year.

For employees hired on July 1, 2023 or later, vacation day accumulation will be a maximum of thirty (30) days and may be transferred from year to year and must be approved by the First Selectman. Vacation days accumulated over thirty (30) days shall be paid to the employee at the end of the fiscal year.

Current employees who, as of July 1, 2013, have accrued in excess of forty-five (45) days shall be allowed to maintain such accruals of up to seventy-five (75) days but shall be paid for any unused vacation days above seventy-five (75) days at the end of each fiscal year in thirty (30) day increments. For example, if an employee had a total accrual of one hundred fifty (150) days of vacation, such amount would be reduced by paying out thirty (30) days of such accrual in the first fiscal year, thirty (30) days of such accrual in the second fiscal year, and fifteen (15) days of such accrual in the third fiscal year, assuming that the employee remained employed by the Town through the expiration of this contract.

### Section 12.11

In the event an employee retires or terminates, or is terminated for any reason, all of his/her vacation pay shall be given to him/her.

# ARTICLE 13 DISCIPLINARY ACTIONS

#### Section 13.0

No employee shall be discharged or otherwise disciplined without just cause.

#### Section 13.1

Disciplinary actions, except as described in Section 13.3 and 13.4 below, shall normally be in the following order:

#### A. Verbal warning;

- B. Written warning;
- C. Written warning including a meeting with the offending party, the Employer, and the Union, to discuss the incidents leading to disciplinary actions;
- D. Suspension; and
- E. Discharge.

Nothing contained herein shall preclude the Town from deviating from such order of discipline should circumstances so require.

#### Section 13.2

Verbal or written warnings shall expire one (1) year after said violation occurred, provided that no further disciplinary action of a related nature has taken place during that one (1) year period. Any suspensions of less than ten (10) days shall expire after two (2) years, provided that no further disciplinary action has occurred within that 2 (two) year period. Any suspensions of ten (10) days or more shall expire after three (3) years, provided that no further disciplinary action has occurred within that three (3) year period.

#### Section 13.3

An employee who reports to work or who works while under the influence of alcohol or substance (whether legal or illegal) or who steals Town property shall be subject to immediate suspension or discharge. If such suspension or discharge is grieved, the Board of Selectman shall schedule a hearing within five (5) working days. If the grievance is not immediately resolved by the Board, the Union shall be given a written answer from the Board within fifteen (15) days of such hearing.

#### Section 13.4

Action taken by the Employer for abuse of sick leave and/or unexcused absence shall start with Section 13.1 C. Each day of unexcused absence shall be an occurrence that subjects the employee to further discipline.

# ARTICLE 14 GRIEVANCE PROCEDURE

#### Section 14.0

For the purpose of this Agreement, the term grievance means any dispute between the Employer and the Union or between the Employer and the employees concerning the interpretation or application of this Agreement.

#### Section 14.1

Any such grievance shall be settled in accordance with the following grievance procedure:

- A. Step 1 Within ten (10) workdays of the date of the incident giving rise to the grievance procedure allegedly occurred or when knowledge thereof arises (but in no event more than thirty (30) calendar days after the date of the incident), the aggrieved employee and/or his/her steward or representative shall take up the grievance with the immediate supervisor in an effort to resolve the grievance.
- B. Step 2 If the grievance is not settled in Step 1, the grievance will be reduced to writing and submitted to the Director of Public Works within ten (10) workdays of the immediate supervisor's decision at Step 1. The Director of Public Works will adjust the grievance at once or give an answer to the Union in writing within five (5) workdays of receipt of the grievance.
- C. Step 3 If the aggrieved is not satisfied with the answer received in Step 2, he/she may elect to present the grievance to the First Selectman within ten (10) workdays of receipt of the decision of the Director of Public Works at Step 2. The First Selectman shall arrange a hearing with the Board of Selectman within fifteen (15) days to discuss the grievance in an attempt to resolve it. If the grievance is not resolved by the Board immediately, the Union shall be given an answer by the Board in writing within fifteen (15) days of such hearing.
- D. Step 4 If the aggrieved or the Union is not satisfied with the answer given by the Board, they may elect to submit the grievance to the Connecticut State Board of Mediation and Arbitration within ten (10) workdays of receipt of the Board of Selectman's decision at Step 3. In the event arbitration takes place, the answer shall be final and binding upon both parties.

Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement. The Union will be given the opportunity to be present at the adjustment of such grievance filed directly by an employee. Only the Union may appeal a grievance to Arbitration. The Employer shall allow the grievant, immediate witnesses, and the Union Steward or President the necessary time off without loss of pay to resolve any such grievance.

# ARTICLE 15 UNIFORMS

#### Section 15.0

During each year of this Agreement, employees will be reimbursed up to a maximum of \$650 (six hundred and fifty dollars) for the purchase of approved clothing (uniforms and safety shoes) upon the presentation of a valid receipt(s). Each employee will be responsible for cleaning and

reasonable repair of such uniforms. Any change in uniform is subject to the approval of the Safety Committee.

# ARTICLE 16 MISCELLANEOUS

#### Section 16.0

Representatives of the Union may have access to the premises of the Employer at such times and places as may be designated by the First Selectman to discuss issues which may arise; provided, however, that such access shall not in any way interfere with the work being performed for the Employer by any employee.

#### Section 16.1

The Department Supervisor or Foreman and the person designated by the Union in each division shall be the Safety Committee, which shall meet on a quarterly or as needed basis, to review the needs of their Department and shall recommend their findings to the Director of Public Works for appropriate action.

# ARTICLE 17 SAVINGS CLAUSE

#### Section 17.0

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

#### Section 17.1

This Agreement supersedes all prior agreements and constitutes the complete and entire agreement between the parties. This Agreement may be amended or altered only by mutual agreement in writing signed by both parties. The Town and the Union agree that each had a full opportunity to raise issues and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected.

# ARTICLE 18 MANAGEMENT RIGHTS

#### Section 18.0

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the Town, whether exercised or not, shall remain solely and exclusively vested by the Town. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, including but not limited to the following:

- A. To determine the organization and standards of each department or division and to manage such operations;
- B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;
- C. To establish or continue policies, practices and procedures for the conduct of Town business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;
- D. To establish, modify, or discontinue processes or operations;
- E. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;
- F. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Town's operations;
- G. To employ, direct, schedule, assign, appoint, discipline, dismiss, or promote employees, or to lay off for lack of work, lack of funds or other legitimate reason in the best interest of the Town or any subdivision thereof;
- H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance and evaluation of work in accordance with Town requirements; and
- I. To determine the content of job classifications and/or positions and to ensure that incidental duties connected with Town operations, whether enumerated in a job description or not, shall be performed by employees, although the Union reserves the right to bargain over job classifications.

# ARTICLE 19 CLASSIFICATIONS

#### Section 19.0

Classifications will be determined by the First Selectman upon recommendation by the Public Works Director.

#### Section 19.1

The Parties to this Agreement agree that employees who have a State of Connecticut CDL license will be moved to the position of Maintainer 3 and those employees who obtain a State of Connecticut CDL license during the life of this Agreement and are requested by the Director to utilize such CDL in the performance of Town duties will also be moved to the Maintainer 3 position, upon providing proof of such license. Employee placement into the Maintainer 3 position will be at the step closest to their current rate of pay but in no case will the employee be paid less than his or her current step rate.

# ARTICLE 20 DURATION

# Section 20.0

This Agreement shall become effective July 1, 2023, and shall remain in effect until June 30, 2026 and from year to year thereafter unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

#### Section 20.1

Upon receipt of such notice, meetings will begin as soon as possible to negotiate such change.

#### Section 20.2

This Agreement shall remain in full force and effect during such negotiations and all increases in wages and benefits shall be retroactive to the expiration date in Section 20.0 above.

IN WITNESS WHEREOF, the parties have set their hands this day of \_\_\_\_\_\_\_, 2023.

FOR THE TOWN OF PORTLAND

FOR LOCAL 1303-057 OF COUNCIL 4 AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

First Selectman

Union President

Staff Representative

APPENDIX A EFFECTIVE JULY 1, 2023

Three and one-quarter percent (3.25%)

Grade Maintainer 1	Classification Gatekeeper (landfill) Town Hall Custodian Laborer	Step 1 26.20	Step 2 27.00	Step 3 27.77	Step 4 28.63	Step 5 29.46	Step 6 30.36
Maintainer 2	Town Hall Maintenance (Person) Grounds Maintenance	27.92	28.73	29.60	30.50	31.41	32.33
*Maintainer 2A	Lead Person Custodial	28.66	29.48	30.40	31.28	32.22	33.18
Maintainer 3	Mowing Machine Opr. Sweeper Operator Truck Driver	28.66	29.48	30.40	31.28	32.22	33.18
Maintainer 4	Equipment Operator Landfill Operator Treatment Plant (Pump Station Operator) Assistant Mechanic	31.01	31.97	32.91	33.86	34.89	35.98
Maintainer 4A	Trans. Station Driver/Heavy Equip. Operator	31.40	32.35	33.28	34.29	35.30	36.36
Maintainer 5	Laboratory Tech. Mechanic Mechanic - Electrician Crew Leader	33.19	34.21	35.23	36.29	37.39	38.51
Maintainer 6	Lead Person	36.18	37.27	38.39	39.51	40.72	41.95
**Maintainer 6	Water Program Tech. Town Tech Coord.	36.18 39.78	37.27 40.98	38.39 42.21	39.51 43.50	40.72 44.80	41.95 46.13

<sup>\*</sup> Pay rate shown plus \$2,000 stipend paid in equal installments made on July 1 and January 1 of each year.

Effective January 1, 2024, employees who are not at Step 6 shall receive a step increase.

<sup>\*\* 20</sup> hours per week wage rate per classification.

APPENDIX B EFFECTIVE JULY 1, 2024

Two and one-quarter percent (2.25%)

Grade Maintainer 1	Classification Gatekeeper (landfill) Town Hall Custodian Laborer	Step 1 26.79	Step 2 27.61	Step 3 28.39	Step 4 29.27	Step 5 30.12	Step 6 31.04
Maintainer 2	Town Hall Maintenance (Person) Grounds Maintenance	28.55	29.38	30.27	31.19	32.12	33.05
*Maintainer 2A	Lead Person Custodial	29.30	30.14	31.08	31.98	32.94	33.93
Maintainer 3	Mowing Machine Opr. Sweeper Operator Truck Driver	29.30	30.14	31.08	31.98	32.94	33.93
Maintainer 4	Equipment Operator Landfill Operator Treatment Plant (Pump Station Operator) Assistant Mechanic	31.70	32.69	33.65	34.62	35.67	36.79
Maintainer 4A	Trans. Station Driver/Heavy Equip. Operator	32.10	33.08	34.03	35.06	36.09	37.18
Maintainer 5	Laboratory Tech. Mechanic Mechanic - Electrician Crew Leader	33.94	34.98	36.02	37.11	38.23	39.38
Maintainer 6	Lead Person	36.99	38.11	39.25	40.40	41.64	42.89
**Maintainer 6	Water Program Tech. Town Tech Coord.	36.99 40.68	38.11 41.90	39.25 43.16	40.40 44.48	41.64 45.81	42.89 47.17

<sup>\*</sup> Pay rate shown plus \$2,000 stipend paid in equal installments made on July 1 and January 1 of each year.

Effective January 1, 2025, employees who are not at Step 6 shall receive a step increase.

<sup>\*\* 20</sup> hours per week wage rate per classification.

# APPENDIX C **EFFECTIVE JULY 1, 2025**

Three percent (3.0%)

Grade Maintainer 1	Classification Gatekeeper (landfill) Town Hall Custodian Laborer	Step 1 27.59	Step 2 28.44	Step 3 29.24	Step 4 30.15	Step 5 31.02	<u>Step 6</u> 31.97
Maintainer 2	Town Hall Maintenance (Person) Grounds Maintenance	29.40	30.26	31.18	32.12	33.08	34.04
*Maintainer 2A	Lead Person Custodial	30.18	31.04	32.01	32.94	33.93	34.95
Maintainer 3	Mowing Machine Opr. Sweeper Operator Truck Driver	30.18	31.04	32.01	32.94	33.93	34.95
Maintainer 4	Equipment Operator Landfill Operator Treatment Plant (Pump Station Operator) Assistant Mechanic	32.65	33.67	34.66	35.66	36.74	37.89
Maintainer 4A	Trans. Station Driver/Heavy Equip. Operator	33.06	34.07	35.05	36.11	37.17	38.30
Maintainer 5	Laboratory Tech. Mechanic Mechanic - Electrician Crew Leader	34.96	36.03	37.10	38.22	39.37	40.56
Maintainer 6	Lead Person	38.10	39.25	40.43	41.61	42.89	44.18
**Maintainer 6	Water Program Tech. Town Tech Coord.	38.10 41.90	39.25 43.16	40.43 44.45	41.61 45.81	42.89 47.18	44.18 48.59

<sup>\*</sup> Pay rate shown plus \$2,000 stipend paid in equal installments made on July 1 and January 1 of each year.

\*\* 20 hours per week wage rate per classification.

Effective January 1, 2026, employees who are not at Step 6 shall receive a step increase.