

COLLECTIVE BARGAINING AGREEMENT

*between*

TOWN OF PORTLAND

*and*

MUNICIPAL EMPLOYEES UNION INDEPENDENT  
LOCAL 506, SEIU, AFL-CIO

*for*

CLERICAL AND SUPERVISORS

July 1, 2023 - June 30, 2026

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## **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 One.* The Town of Portland herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative for all supervisory and clerical employees per certifications in Case No. ME-13,581, including part-time employees and the Library Administrative Assistant position.

*Section Two.* If the Town shall create any new jobs classifications which might be included in the Bargaining Unit during the life of this Agreement, it shall notify the Union, as to reach a mutual determination regarding inclusion in or exclusion.

*Section Three.* Whenever the word "Town" is used in the Agreement, it shall mean the Town of Portland. Likewise, when the word "Union" is used it shall mean the Municipal Employees Union Independent. When the word "employee" is used it shall mean an employee in one of the bargaining units.

## **ARTICLE 2**

### **Non Discrimination and Affirmative Action**

*Section One.* The parties agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical or mental disability or lawful political activity.

*Section Two.* The Town shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.

*Section Three.* No employee shall be coerced or intimidated or suffer any reprisal, either directly or indirectly, as a result of the exercise of his/her rights under this Agreement.

### ARTICLE 3

#### **Union Rights**

Section One. The employer shall deal exclusively with the Union designated stewards or staff representatives in the processing of grievances or any other aspect of the contract administration, unless an individual or group of employees express the desire to have the grievance adjusted without intervention of the Union. In such case, the grievance shall be adjusted consistent with the terms and conditions of this agreement and the Union shall be given prompt notice of such adjustment.

Section Two. The Town shall provide the Union with electronic notification of the name, job title, department, work location, work telephone number, work email address and, if the employee consents, the home address of any newly hired employee within five (5) days of the date of hire. The Town will permit the Union up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time.

Section Three. Upon receipt of a properly executed authorization from the bargaining unit member allowing the Town to do so, the Town agrees to deduct from the pay of the bargaining unit member such membership dues, initiation fees, or reinstatement fees as may be fixed by the Union. Such deductions shall continue for the shorter of the duration of the Agreement, any extension thereof or until the bargaining unit member withdraws authorization to continue such deductions.

Section Four. The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s).

Section Five. The payment of Union fees and dues for any month shall be made on a monthly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues and/or remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section Six. The Union agrees to hold and save the Town harmless against any and all claims, damages, reasonable Attorney 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.

Section Seven. The Town agrees to provide space on a bulletin board on each floor of the Town Hall for the exclusive use of the Union. The bulletin board space shall be for Union information only.

Section Eight. Access to premises. Union Staff Representatives and stewards shall be permitted reasonable time to visit any employee of the bargaining unit at their worksite

for the purpose of discussing, processing or investigating filed grievances, or fulfilling the Union's role as a collective bargaining agent. Any steward who is released from his/her work assignment to fulfill his/her duties as a representative of the Union shall lose no pay or benefits.

Section Nine. The Town shall provide each member of the bargaining unit a copy of this Contract, electronically, within ten (10) calendar days of its signing. Likewise, the Town agrees to provide a copy of the Contract, electronically, to all new bargaining unit members within one (1) week of their date of initial hire.

Section Ten. Union Business Leave.

- a. Up to two (2) members from the combined supervisors/clerical bargaining unit in addition to the Steward from each bargaining unit shall be granted leave from duty with pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the Agreement.
- b. One (1) member of the Union grievance committee, the aggrieved and required employee witnesses shall be granted leave from duty with full pay for all meetings between the Town and the Union, and hearings before the State Board of Mediation and Arbitration, for the purpose of processing grievances when such meetings take place during which such members are scheduled to be on duty.
- c. Any employee who will testify during the grievance process shall be granted leave from duty with pay.
- d. The Steward, or member elected to attend statewide Labor Conventions and statewide Educational Conferences, shall be granted leave without pay except that said members may use personal leave provided that the Steward or elected member is scheduled on duty at the time of said Labor Convention or statewide Educational Conference. All such leave shall be requested at least one (1) week in advance and approved by the First Selectman or his designee.
- e. 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 Eleven. Union Convention/Training Sessions. The Town shall, upon reasonable advance notice, permit two (2) employees to attend a one (1) day MEUI Convention each year. The Town shall also permit two (2) Union designated employees to attend a one (1) day training session per year. One (1) additional employee shall be permitted to attend one (1) of the above functions. The time shall be taken without loss of pay or benefits.

Section Twelve. The Employer agrees to voluntary payroll deductions for the Union's Political Action Fund provided the Town has the technical capability to accommodate

such deductions and such occurs at no additional cost to the Town and the bargaining unit member has specifically authorized such deductions in writing. These deductions shall be kept consistent with federal and state law on this subject.

## **ARTICLE 4**

### **Seniority**

*Section One.* Seniority shall be defined as status for specific purpose as outlined in this Agreement based on an employee's full-time service with the Town within the respective bargaining unit, including all authorized paid or unpaid leave providing the employee return to work immediately at the conclusion of such leave.

The Town shall prepare lists for each bargaining unit of all employees covered by this Agreement showing their seniority in the length of service and deliver the same to the Union office by July 1, of each year.

No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of six (6) months. Upon completion of this probationary period, the name of the new employee shall be added to the seniority list, his/her time commencing on the date of his/her employment.

*Section Two.* 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) or job related leave which exceeds twelve (12) months.

*Section Three.* Seniority shall not be broken by vacation, sick time, job related injuries (provided the employee returns to work), authorized leaves of absence, suspension, or any mandatory call to military service, up to any limits provided for in this Agreement.

*Section Four.* Employees who work less than full-time shall have their seniority computed based on date of hire. Part-time employees will be senior only among part-time employees and will be considered less senior than full-time employees.

## **ARTICLE 5**

### **Probationary Employee**

*Section One.* Until expiration of the first six (6) months of work (any lost time will extend the probationary period), an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union on his/her

behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. However, if requested, an employee who does not successfully complete his/her first sixty (60) days shall be entitled to a conference with the First Selectman to discuss reasons for the termination.

Section Two. A new employee will accrue sick leave and vacation time upon hire, and shall be eligible to use such time after the completion of three (3) months. Seniority will begin to accrue upon date of hire. Seniority rights will commence after the completion of six (6) months.

Section Three. New employees shall receive prorated PL days as follows:

Hired after January 1, through April 30	3 PL days
Hired after May 1, through August 31	2 PL days
Hired after September 1, through December 31	1 PL day

Section Four. New employees shall qualify for holiday pay upon hire.

Section Five. Insurance coverage for new employees will commence on the first (1<sup>st</sup>) day of the month following appointment or as soon as coverage can be provided. An application of insurance will be completed on date of hire, or as soon thereafter as practicable.

## **ARTICLE 6**

### **Hours of Work, Overtime**

Section One. Clerical. The regular workweek of all clerical employees shall be thirty-five (35) hours per week. The Department Head, with the approval of the First Selectman, may determine a flexible schedule.

Any overtime hours or fractions of hours to be worked shall be offered to full-time employees within the department prior to being offered to part-time employees. If the additional time to be worked is not offered first to full-time employees within the department, the full-time employee whom it should have been offered will be paid for the time at the rate of one and one-half (1 ½) times the full-time employee's hourly rate.

Clerical employees shall have a one-half (1/2) hour unpaid lunch and shall be flexible with the Department Heads, and shall have the following schedule:

	<u>Monday, Wednesday, Thursday</u>		
Clerical	8:30 a.m.	-	4:00 p.m.
	<u>Tuesday</u>		
Clerical	8:30 a.m.	-	7:00 p.m.

Clerical Friday  
8:00 a.m. - 12:00 p.m.

Section Two. The following positions are exceptions to Section One:

Records Clerk -- Police/Fire - The position shall be a forty (40) hours per week position starting at 8:00 a.m. and ending at 4:30 p.m. Monday through Friday.

Parks & Rec. Administrative Assistant - The position shall be a thirty-five (35) hour per week position starting at 8:00 a.m. and ending at 4:00 p.m. Monday through Friday with the understanding that the hours may be adjusted based on the needs of the department.

The Library Administrative Assistant and any Town Hall Floater - These positions may be scheduled as needed with at least seventeen and one-half (17.5) hours per week between 8:00 a.m. and 4:30 p.m. Monday through Friday.. However, the Town may schedule such positions to work later than 4:30 p.m. one (1) night per week.

Section Three. Supervisory. Supervisory employees will work forty (40) hours per week eight (8) hours per day. Existing employees on thirty-five (35) hours shall remain that way. There shall be a one-half (1/2) hour unpaid lunch which shall be flexible with the Department Head. The hours of work shall be as follows:

	<u>Monday</u>	-	<u>Friday</u>
Supervisor of PW Operation	7:00 a.m.	-	3:30 p.m.*
Water Treatment Supervisor	7:00 a.m.	-	3:30 p.m.*
Water Pollution Control Supervisor	7:00 a.m.	-	3:30 p.m.*
Highway Maintenance Supervisor	7:00 a.m.	-	3:30 p.m.*
Collector of Revenue	8:30 a.m.	-	4:00 p.m.

\* The Town shall have the ability to schedule these positions, from Memorial Day until Labor Day. During this time period, the hours of work shall be from 6:00 a.m. until 2:30 p.m. Monday-Friday.

Section Four. Emergencies. In any emergency situation determined by the First Selectman or his designee, Management may reasonably alter the starting and quitting time for a period of up to four (4) weeks. Except in unusual circumstances, the starting and quitting times shall remain constant during the year. To the extent possible, management shall give the Union and Employee adequate notice of the intended change.

Section Five. Any permanent change in the established workweek shall be negotiated with the Union and agreed upon prior to implementation.

Section Six. Exchange of Work Schedule. Employees may exchange work schedules provided:

- a. There is no additional cost to the Town of Portland.
- b. The employee's Department Head is given reasonable notice, normally in excess of twenty-four (24) hours, and approves the schedule change.



- c. The Town of Portland is not responsible for enforcing agreements made between employees.

Section Seven. Overtime.

- a. Overtime will be paid at the rate of time and one-half (1/2) in any workweek. Compensatory time may be allowed at the mutual discretion of the Department Head and employees and will be used at the time and one-half (1/2) rate for work actually performed for all hours over the employee's regularly scheduled workweek.
- b. Any employee who works on a Sunday will be paid overtime at the rate of double time for work actually performed. Compensatory time may be allowed at the mutual discretion of the Department Head and employee and will be used at double time for work actually performed.
- c. Any employee who works on a holiday as such is defined in this Agreement will be paid overtime at the rate of double time for work actually performed. Compensatory time may be allowed at the mutual discretion of the Department Head and employee and will be given at double time for work actually performed.
- d. Unscheduled overtime must be pre-approved by the Department Head or designee in order for an employee to receive any overtime payment(s) or compensatory time.

Section Eight. Call In. In the event an employee is called in to work prior to the start of his/her shift or after his/her shift has ended, he/she shall be paid in accordance with subsection a. and b. Compensatory time may be allowed at the mutual discretion of the Department Head and employee and will be used at the rate for work actually performed.

- a. During the workweek, if an employee is called for overtime hours he/she will receive a guaranteed minimum four (4) hours pay at the applicable rate.
- b. If an employee is called back to work on a weekend or holiday he/she will receive a guaranteed minimum of four (4) hours pay at the applicable rate of pay.

Section Nine. Employees may accumulate up to eighty (80) hours of compensatory time in a fiscal year. 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 or her designee. Compensatory time must be taken in increments of no less than one day. Employees' accumulated compensatory time during a fiscal year must be used by the end of the subsequent fiscal year.

## **ARTICLE 7**

### **Management Rights**

There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Town's rights, powers and authority include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge for just cause, or layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated; additions thereto; removal of equipment; outside purchases of products or services; the scheduling of operations; means and processes of operations; the materials to be used; and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards and quality standards; determine the qualifications of employees; and to run the Town efficiently.

## **ARTICLE 8**

### **Job Descriptions**

*Section One.* New job descriptions or changes in existing job descriptions will be negotiated with the Union prior to implementation.

## **ARTICLE 9**

### **Job Reclassifications**

*Section One.* Any bargaining unit employee whose job duties have changed shall request a meeting with his/her Department Head to discuss the changes and to present dates, views, and arguments. The Department Head shall hold a meeting within ten (10) days. If the employee believes that he or she is working out of class, he or she shall so indicate to the Department Head in writing when requesting a meeting and the Department Head shall issue an answer within five (5) days of that meeting.

*Section Two.* If no agreement can be reached between the employee and his/her Department Head, the employee shall request a meeting with the First Selectman to discuss the changes and to present the date, views, and arguments. This meeting will be scheduled within ten (10) days and an answer will be given within five (5) days of this hearing by the First Selectman.

Section Three. The First Selectman will judge the appeal on whether there was a change in job duties substantial enough to affect the compensation grade, if so he shall recommend a change to the Board of Selectman.

Section Four. If the issue is not resolved, it shall proceed to binding arbitration. The arbitrator shall judge his/her appeal on Section Two.

## **ARTICLE 10**

### **Personnel Records**

An employee shall be permitted to examine and obtain copies of any materials in his/her personnel file. Upon presentation of written authorization by an employee, a Union Steward or a representative of the Union may have access to an employee's personnel file.

No material relating to disciplinary action shall be placed in an employee's personnel file until the employee has had an opportunity to review and sign such material. The signing shall not be construed as acceptance thereof, but only of receipt and review. If an employee refuses to sign any such material the supervisor may note that the employee refused to sign or a Union steward or Union staff representative may sign indicating receipt thereof. Employees may comment in writing on such material. Employees may also file a written grievance regarding the material. The employee shall be deemed to have had an opportunity to review and sign such material if such material is mailed to the employee at the home address contained in the personnel file and such material is not returned signed within ten (10) business days.

## **ARTICLE 11**

### **Sick Leave, Funeral Leave, Military and Other Leave**

Section One. Sick Leave. All bargaining unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after completion of three (3) months. Sick leave, for employees hired before July 1, 2023, accrues at a rate of one and one-quarter (1 ¼) working days per completed calendar month of service, including authorized leave with pay, not to exceed fifteen (15) days sick leave per year. Each employee who works less than full time shall accrue sick leave on a prorated basis, determined by the employee's workweek. For employees hired on or after July 1, 2023, sick leave accrues at a rate of one (1) working day per completed calendar month of service.

- a. Upon retirement or termination after (3) years, but less than five (5) years, an employee shall be paid her/his accrued accumulated sick days up to a maximum of twenty (20) accumulated sick days. Upon retirement or

termination after five (5) years, an employee shall be paid her/his accrued accumulated sick days up to a maximum of forty-five (45) accumulated sick days if hired before July 1, 2023, and up to a maximum of thirty (30) accumulated sick days if hired on or after July 1, 2023.

- b. Sick leave shall continue to accumulate during approved leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time. Sick leave shall not accumulate during leaves of absence without pay or when an employee is on suspension without pay for over fifty-one (51%) percent of a month.
- c. Upon death of the employee, one hundred percent (100%) of accumulated sick days shall be paid in a lump sum to his/her designated beneficiary or to the employee's estate, at the employee's then current rate of pay.
- d. At the discretion of the First Selectman, an employee may be granted additional sick time against future accumulation.
- e. A doctor's certificate shall be required before the employee may return to work whenever an employee is off from work five (5) work days or more.
- f. In the event the Town determines sick leave is being abused, the immediate supervisor shall discuss the matter with the employee in an attempt to resolve the abuse of sick leave. If the abuse of sick leave continues, the matter shall be referred to the First Selectman for appropriate action.

Abuse of sick leave may include but is not limited to, sick days repeatedly taken before or after a holiday, repeatedly on Fridays or Mondays, and sick days taken as soon as they are earned.

- g. Each year on December 1<sup>st</sup>, each employee hired before July 1, 2023 shall have the option of accruing unused sick time beyond the forty-five (45) days accumulated, but not to exceed sixty (60) days in total, or being paid in full based on his/her current wages for those sick leave days accrued but not used for the previous year. 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 in full based on his/her current wages for those sick leave days accrued but not used for the previous year. No employee shall be paid within a fiscal year for more than one (1) year's worth of accumulated sick leave time.

Section Two. Sick Leave Pay. Sick leave pay shall be granted to eligible employees upon completion of three (3) months and shall be at the employee's current rate of pay:

1. When incapacitated from performing work due to illness or injury;

2. For medical, dental or eye examination or treatment for which arrangements cannot be made outside of the working hours.

Section Three. Sick Leave On Vacation or Holiday. If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a certificate from his/her doctor filed with the supervisor.

A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section Four. Jury Duty. Any employee required to report for jury duty on a scheduled work day shall receive the difference in his/her pay, if any, from the employer, upon presentation of a voucher from the court.

Section Five. Workers' Compensation. In the event a full-time employee receives Workers' Compensation, the difference in his/her pay, if any, shall be paid by the Employer for up to six (6) months. Employees scheduled to work thirty (30) hours or less per week shall not be eligible to receive this benefit.

Section Six. Unpaid Leave. Requests for unpaid leaves of absence up to one (1) year may be made. Approval of such request shall be at the discretion of the First Selectman or designee. If approved, the employee will reimburse the Town for the cost of continuing group medical and life insurance benefits.

Section Seven. Funeral Leave.

- a. In the event of a death in the family of an employee, leave consisting of four (4) consecutive work days shall be granted. Employees who work less than full time shall be paid based on the employee's workweek. The employee shall be paid his current rate for any of the four (4) consecutive days which fall within his/her regularly scheduled work days. The term "family" shall include the employee's spouse, mother, father, child, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or any other person who is an actual member of the employee's household.
- b. In the event of the death of an aunt, uncle, niece, nephew or other relative of the employee or his/her spouse, one (1) day paid leave shall be allowed.
- c. The First Selectman may grant additional time off for funeral leave which will be deducted from an employee's sick leave, personal leave, or vacation time, whichever the employee chooses.

Section Eight. Military Leave.

- a. Any full-time employee who leaves the service of the Town to join the military forces of the United States during time of an officially declared war,

or who is inducted by the Selective Service, shall be placed on military leave without pay.

- b. Such leave shall extend for the period of service with military forces and for ninety (90) days after discharge from the service.
- c. Any employee on military leave, who applies for reemployment to the Town within ninety (90) days from the date of his/her discharge, shall be entitled to the position he/she held at the time military leave commenced.
- d. Time so spent on military leave shall be considered as continuous employment with the Town.
- e. Military leave shall be granted, not to exceed four (4) weeks, to full time employees when required to serve on active reserve or National Guard Duty. During this period, the employee shall be paid the difference, if any, between his regular pay and his military pay.
- f. Leave provided in Section 8(e) shall not be charged to annual leave.
- g. Military leave will be paid to employees who work less than full-time based on the employee's workweek.

Section Nine. Personal Leave. Each permanent employee shall be granted up to four (4) personal days for each calendar year provided twenty-four (24) hours written notice is given. Said days may not be accumulated from year to year.

Section Ten. 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 Nine, above. 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 so as to avoid a lack of coverage on individual dates. Such personal leave day must be used during the 2023-2024 fiscal year.

## **ARTICLE 12**

### **Leave Balances**

Section One. The Town shall notify each employee of his/her leave balances. Such an accounting shall be given no later than May 1<sup>st</sup> of each subsequent year.

**ARTICLE 13**

**Family and Medical Leave Act**

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 14**

**Vacations**

Section One. Schedule. Employees covered under this Agreement shall be granted time off with pay for vacations according to the following schedule:

<u>Years of Continuous Service</u>	<u>Rate Accumulated</u>
a. Date of Hire – but less than five (5) years of employment	.833 days per month two (2) weeks per year.
b. Five (5) years but less than ten (10) years of employment	1.25 days per month three (3) weeks per year.
c. Ten (10) years but less than twenty (20) years of employment	1.66 days per month four (4) weeks per year.
d. Twenty (20) years but less than twenty-five (25) years of employment	2.08 days per month five (5) weeks per year.
e. Twenty-five (25) or more years of employment for employees hired before July 1, 2023 only	1 additional day per year to a maximum of five (5) additional vacation days with full pay.

Employees hired on or after July 1, 2023 shall not be eligible to earn more than five (5) weeks of vacation pay per year.

Section Two. Notification. Vacation requests for three (3) or more days must be submitted at least two (2) weeks in advance of the vacation period unless there are extenuating circumstances. All vacation requests for one (1) or two (2) days shall be

submitted at least twenty-four (24) hours in advance of the vacation day unless there are extenuating circumstances. All vacation requests must be approved by the employee's Department Head.

Section Three. For employees hired before 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 or after July 1, 2023, 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.

Section Four. Retirement or Termination. In the event of retirement or termination, (except for cause) accumulated vacation days shall be paid in a lump sum payment to the employee at his/her then current rate of pay. In the event of death, accumulated vacation days shall be paid in a lump sum payment to the designated beneficiary of the employee, or to the estate if there is no named beneficiary.

Section Five. Departmental Seniority shall prevail in the selection of vacation periods.

Section Six. Vacation time may be used in one-half (1/2) day increments.

Section Seven. For part-time employees hired before July 1, 2023, vacation accrual shall be based on actual date of hire. Vacation days shall be prorated according to the normal work day and paid as follows:

<u>Years of Continuous Service</u>	<u>Rate Accumulated</u>
a. Date of Hire - but less than (5) five years of employment	.833 days per month two (2) weeks per year.
b. Five (5) years, but less than ten (10) years of employment	1.25 days per month three (3) weeks per year.
c. Ten (10) years but less than twenty (20) years of employment	1.66 days per month four (4) weeks per year.
d. Twenty (20) years but less than twenty-five (25) years of employment	2.08 days per month five (5) weeks per year.
e. Twenty-five (25) or more years of employment	1 additional day per year to a maximum of five (5) additional vacation days with full pay.

Employees hired on or after July 1, 2023 shall not be eligible to earn more than five (5)



weeks of vacation pay per year.

## **ARTICLE 15**

### **Vacancies**

*Section One.* Vacancy. A vacancy is defined as an opening created by death, retirement, resignation, dismissal or transfer, or the creation of a new position in the bargaining unit.

*Section Two.* Promotions. A promotion is defined as the appointment of an employee to a position paid at a higher rate of pay.

*Section Three.* Posting. All Town job vacancies shall be posted for a period of ten (10) calendar days filed with the local Union.

*Section Four.* Vacancies. Vacancies shall be filled first by an employee who has re-employment rights. If no employees have re-employment rights, the vacancy shall be filled by competitive examination from among eligible members of the bargaining unit, provided that at least two (2) eligible members of the bargaining unit file for the vacancy. The examination process may include such procedures as oral and written examinations, recommendations, and personal interviews.

*Section Five.* Pay Increase. An employee who has been promoted shall be placed at the lowest step in the higher class or grade which produces a salary increase equal to at least one (1) step in a grade.

*Section Six.* Work Out of Class. An employee who performs the work of a higher classification for a period of five (5) or more consecutive working days, shall be paid at the lowest step in the higher class or grade which produces a salary increase equal to at least one (1) step in a grade. When, at the request of the First Selectman, an employee performs the duties of a non-bargaining unit position that is more highly compensated than the position occupied by the employee for a period of greater than three (3) weeks, additional compensation shall be considered.

*Section Seven.* Seniority. Seniority shall be recognized by the addition of points to the passing grade of candidates who are eligible for such points. For purposes of this section, seniority points of one-half (.5) point shall be added for each year of full-time service with the Town up to a maximum of ten (10) points.

*Section Eight.* The promotional Working Test Period will be ninety (90) days of work, and in cases of failure to complete the working test period, the employees shall revert back to his/her old position.

## ARTICLE 16

### **Layoff & Recall**

Section One. In the event of a reduction in the work force and subsequent recall to work, the provision of this Article shall be controlling in either bargaining unit.

Section Two. Prior to reducing the work force the Town shall layoff any temporary, part-time, seasonal, or federally funded employees and employees who have not completed their initial working test period who are doing bargaining unit work first. Selection for layoff of part-time employees will be determined by seniority based on date of hire.

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

Section Four. When it becomes necessary for the Town to reduce the work force, the Town shall give not less than four (4) weeks notice to the affected employee(s).

Section Five. The Town will layoff on the basis of classification, with the least senior employee being laid off first.

Section Six. Likewise, if there is a recall to work within the classifications, the Town shall recall laid off employee(s) on the basis of seniority within the classification with the most senior employee being recalled first. Laid off part-time employees shall be offered reemployment prior to hiring employees from the outside. Employee(s) 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 within classification at the time of layoff, whichever is less.

An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty no more than ten (10) days after receipt of such notification. The time limit may be waived by agreement of the parties 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 Seven. In lieu of layoff, an employee may bump into a lower classification provided he/she is qualified, as determined by the First Selectman, to perform the work available or becomes qualified within ninety (90) days, and has more overall seniority than the person he/she replaces.

Section Eight. When an employee, as a result of layoff, transfers to a lower classification with a lower salary range by bumping, his/her rate of pay in the lower classification shall be the rate of pay closest to that held by the employee at the time of transfer.

Section Nine. No seasonal, temporary or part-time employee will be used to perform bargaining unit work while other employees are on layoff.

## ARTICLE 17

### **Holidays**

Section One. Holidays shall be observed as follows:

1. New Year's Day:

<u>Day of Holiday</u>	<u>Holiday Period</u>
Sunday	Monday
Monday	Monday
Tuesday	Monday & Tuesday
Wednesday	Tuesday (one-half day) & Wednesday
Thursday	Wednesday (one-half day) & Thursday
Friday	Thursday (one-half day) & Friday
Saturday	Thursday (one-half day) & Friday

2. Martin Luther King Day

3. President's Day

4. Good Friday

5. Memorial Day

6. Juneteenth

7. Independence Day

<u>Day of Holiday</u>	<u>Holiday Period</u>
Sunday	Monday
Monday	Monday
Tuesday	Monday & Tuesday
Wednesday	Wednesday
Thursday	Thursday & Friday
Friday	Friday
Saturday	Friday

8. Labor Day

9. Columbus Day

10. Veteran's Day

If the day of the holiday is Saturday, Friday off; if it is Sunday, Monday off

11. Thanksgiving Day

12. Day After Thanksgiving

13. Christmas Day

<u>Day of Holiday</u>	<u>Holiday Period</u>
Sunday	Friday (one-half day) & Monday
Monday	Monday
Tuesday	Monday & Tuesday
Wednesday	Tuesday (one-half day) & Wednesday
Thursday	Wednesday (one-half day), Thursday & Friday
Friday	Thursday (one-half day) & Friday
Saturday	Thursday (one-half day) & Friday

Section Two. Employees who work less than full-time shall be paid for all holidays based on the employee's workweek.

## **ARTICLE 18**

### **Grievance Procedure**

Section One. The purpose of the grievance procedure shall be to settle employee grievances in a timely fashion so as to ensure efficiency and employee morale.

Section Two. A grievance shall mean a complaint by an employee, or a group of employees that his/her/their rights under the specific language of this Agreement have been violated or that, as to his/her/them, there is a misinterpretation or misapplication of the specific provisions of this Agreement.

Section Three. Format. Grievances shall be filed on mutually agreed forms which specify (a.) facts, (b.) the issues, (c.) date of alleged violation, (d.) contract section violated, (e.) the remedy or relief sought. A grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Whenever "days" are used in this Article, it shall mean "calendar days." If the last calendar days fall on a weekend or holiday, the last day shall be construed as the first (1<sup>st</sup>) working days thereafter.

Section Four. Time Limits. If a grievance in writing is not filed within thirty (30) calendar days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

The time limits specified within this Article except for the initial filing may be extended

by mutual agreement of the Union and the Town or its designee, provided that, if a grievance is not submitted to a higher Step in the below procedure, it shall be deemed settled on the basis of the answer in the last Step considered. Failure by the Town to render a decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section Five. An employee may elect to file his grievance at Step I or Step II. In case of dismissal, suspension, demotion and class action or union grievance, the grievance shall be submitted directly to Step III.

Step I. Informal Procedure - Immediate Supervisor. If an employee feels that he/she may have a grievance, he/she and/or his/her Union Steward and/or representative will first discuss the matter with the employee's supervisor, in an effort to resolve the problem informally. If unable to do so, it may be submitted to the supervisor in writing within seven (7) days after the above meeting. An employee who elects to bypass the informal procedure, shall submit his grievance in writing to the Immediate Supervisor.

Step II. Formal Procedure - Immediate Supervisor. The employee and his/her Union Representative and Steward shall meet within ten (10) days after receipt of the grievance to discuss the grievance. The Supervisor shall render a decision in writing within ten (10) days of the meeting.

Step III. First Selectman. If no satisfactory resolution arises, the grievance may be submitted within seven (7) days thereafter to the First Selectman who will meet to discuss the grievance further. The First Selectman/Management Designees, the employee and his/her Union representative and Steward shall meet within ten (10) days after receipt of the grievance to discuss the grievance. The First Selectman shall render a decision in writing within ten (10) days of receipt of the grievance.

Step IV. Board of Selectman. If no satisfactory resolution occurs, the grievance shall be submitted to the Board of Selectman within seven (7) days of receipt of the grievance. The Board shall meet with the employee and his/her Union Representative and Steward at its next regular meeting or at a special meeting which is agreeable to the parties to hear the grievance. The Selectman shall render a decision within seven (7) days of the meeting.

Step V. Mediation. If the grievance is still not resolved, either party may submit the matter to a mediator appointed by the Connecticut State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within (10) days after receipt of the Step IV answer.

Step VI. Arbitration. If a grievance is still not settled, it may be submitted, at the request of the Union, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought.

Grievances shall be submitted in writing and must be filed with the Connecticut State Board of Mediation and Arbitration no later than ten (10) days after the mediation session answer or after Step IV above.

The Arbitrator designated shall hear and decide only one (1) grievance at a time, unless the parties agree to combine grievances. *His/Her award shall be binding.* He/She shall be bound by, and must comply with all the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

Nothing in this section shall preclude an Arbitrator from ruling on both the arbitrability and the merits of a case or from the Town and the Union from combining grievances.

## ARTICLE 19

### **Insurance Benefits/Pension**

Section One. 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 employees and their eligible dependents. Employees scheduled to work less than thirty (30) hours per week shall not be eligible to receive insurance benefits, including but not limited to health care benefits, AD&D benefits, life insurance benefits, short-term or long-term disability benefits, retiree health benefits and retiree life insurance. It is agreed and understood that a full-time employee may elect single, two-person or family coverage. Health care benefits shall be provided to full-time employees with the several options outlined below:

- a. Flex POS1 (formerly PPO). The Town shall offer a Flex POS1 plan, which 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 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.
- b. \$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>	<u>Individual Coverage</u>	<u>Two Person or Family Coverage</u>
2023 - 2024	9%	15%
2024 - 2025	9%	15%
2025 - 2026	10%	16%

- (i) For fiscal years 2023-2024 and 2024-2025, 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 fiscal year 2025-2026, 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.
- (ii) For each fiscal year covered by this Agreement, the Town shall provide its portion of the funding of the deductible on a quarterly basis.

Section Two. 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 one thousand (\$1,000) dollars up to a maximum benefit of \$150,000.00.

Section Three. Dental. The Town will provide and pay for seventy-five (75%) percent of the premium for individual Dental Flex or Dental Flex with Ortho.

An employee will pay for the cost of the dependent coverage.

Section Four. 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 at any point during the duration of this Agreement, the total cost of the Town's group health plan(s) offered under this Agreement triggers an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal regulation, the Town and the Union agree to re-open the insurance provisions and negotiate a change in plan(s) designed to avoid such excise tax liability.

Section Five. Pension. New employees will be enrolled in the Town's retirement plan upon date of hire. As set forth in the operative pension/retirement documents, the Town will fund or contribute toward the Pension/Retirement vehicles, and the employees will contribute a percentage of salary, excluding overtime, and other forms of pay. The Town and the Union will negotiate provisions for the pension plan as required in that Agreement.

Section Six. Disability Plan. The short and long term disability program offered by the Town to its employees shall be offered to bargaining unit members.

Section Seven. All retirees, hired before July 1, 2002, who are not eligible for Medicare Part A benefits and have attained twenty (20) years of service, who retire from the Town of Portland, will continue to receive health insurance and dental benefits as provided to active employees as such coverages may be amended from time to time by collective bargaining and annual reevaluations. 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.

However, should the retired employee have health insurance coverage that, when viewed as a whole, is comparable 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. The employee shall have the option to subsequently reenroll in the Town's plan at the total cost effective at the employee's retirement rate.

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. The retiree shall pay one hundred (100%) percent of the cost of coverage for himself/herself, spouse and dependent children, paying at the Town's plan's rates.

Employees hired on or after July 1, 2002 shall not be eligible to receive this retiree health insurance.

Section Eight. Retiree Life Insurance. At the time of an employee's retirement from the Town of Portland, assuming that the employee was hired by the Town before July 1, 2002, life insurance will be offered at active group rates with the employee paying the cost. Employees hired on or after July 1, 2002 shall not be offered this benefit.

Section Nine. Employees may elect, on a completely voluntary basis, to waive their right to participate in the health insurance plan offered by the Town, as set forth in this agreement. In consideration for the voluntary waiver of such coverage and upon presentation of proof of alternate insurance then in place covering the employee, the Town will pay to the qualifying employee, in quarterly installments, twenty-five percent (25%) of the total insurance coverage cost to the Town of the waived coverage. In the event of changed circumstances that require the qualifying 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. Qualifying 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 all waiting periods.

## ARTICLE 20

### **Wages**

Section One. Employees shall receive their paychecks every Friday at the earliest convenient time. Employees leaving on vacation will be given his/her current paycheck on Thursday afternoon, and a vacation paycheck, if requested one (1) week in advance.

Section Two. The wages for July 1, 2023 through June 30, 2026 are attached to this contract.

Section Three. Deductions taken from an employee's paycheck including medical, dental and dues deductions will be taken equally from each paycheck issued to the employee.

Section Four. An employee who is demoted shall be placed in the salary scale at the step closest but not more than his/her current wages at the time of demotion.

Section Five. New employees shall be hired at the base rate, and on January 1 of each year shall move one Step on the pay scale.

Section Six. For employees hired before July 1, 2023, longevity payments shall be earned annually by all 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 a 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 in a separate check from his/her regular pay. Payment shall be made on the following basis:

<u>Years of Service</u>	
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 Seven. Longevity payments for employees who were hired before July 1, 2023 and who work less than full-time will be based on a twenty (20) hour workweek.

Section Eight. Each bargaining unit employee must submit time cards recording time worked, overtime, holidays and days taken with approval for vacation, personal leave, funeral leave and sick leave. The employee's supervisor shall initial time cards.

## ARTICLE 21

### **Disciplinary Procedure**

Section One. Probationary Period. No employee who has completed the six (6) month probationary period shall be reprimanded, demoted, suspended, or dismissed except for just cause.

Section Two. Progressive Discipline. The parties jointly recognize the deterrent value of disciplinary action. Accordingly, whenever appropriate, Management will follow these guidelines:

- a. Take prompt corrective action;
- b. Apply discipline with a view toward uniformity and consistency of punishment;
- c. In the area of inefficient or incompetent performance, oral reprimand and constructive criticism should ordinarily precede formal disciplinary procedures;
- d. No warning shall be necessary with respect to neglect of duty, insubordination or willful misconduct.

Nothing in this Section shall prohibit Management from bypassing progressive discipline when the nature of the offense requires, or from applying disciplinary action to differing degrees. The failure of the employer to apply progressive discipline in any case shall not by itself be deemed arbitrary, capricious or discriminatory.

Section Three. Work Now, Grieve Later. It is the duty of every employee to obey all lawful commands or orders issued orally or in writing, and failure to do so may result in a breakdown in discipline and serious consequences. Commands and orders must be obeyed and grievance procedures invoked later. Any employee of the Town covered by this Agreement who fails to carry out an order or comply with rules, regulations or instructions is subject to disciplinary action. If an employee challenges the legality of an order, such order shall be reduced to writing as soon as practical.

Section Four. Notice of Discipline.

- a. After a management decision is made to impose discipline, the union will have five (5) working days after formal notice of the discipline to file a grievance.
- b. The following actions constitute serious discipline for purposes of this Section:
  1. Dismissal
  2. Suspension
  3. Reprimand
- c. An employee must be notified prior to being suspended or dismissed. The employer shall notify the Union in writing of any suspension or dismissal concurrent with written notice to the employee. Such notice shall cite the reason for the discipline, effective date of the discipline and the notice of right to appeal.
- d. An employee, who is being interviewed concerning an incident which may subject him/her to disciplinary action, may have a Union Steward or other Union Representative present. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until the Union representative can be present.
- e. All disciplinary actions may be appealed through the established grievance procedure.

Section Five. Suspension. If deemed necessary in the best interests of the Town of Portland, the First Selectman or his designee may, pending investigation of alleged action which constitutes grounds for dismissal, including allegations of criminal conduct, suspend an employee pending a review of the incident.

At the option of the First Selectman, the employee will be suspended with or without pay. If an employee is suspended with pay, the employee will not be assigned any duties pending the outcome of the review of the incident. In the event that the employee had been suspended without pay and absolved of any wrongdoing and is reinstated to his position, all suspended wages shall be paid to the employee. Notice of such action and reinstatement shall be governed by this Agreement. In such cases a formal notice of the discipline will be provided within thirty (30) days of the suspension, if practicable, except for unusual circumstances beyond the control of the First Selectman, or when the time limit is specifically waived by the Union with the consent of the First Selectman.

If at the conclusion of a suspension under this Section an employee is acquitted or not prosecuted or not disciplined, the employee shall be reinstated with no loss of time as to seniority.

Employees who are suspended shall not have such suspended time counted as service for the purpose of computing any pay or benefits except as provided in the above.

Section Six. Oral reprimands. Where appropriate, oral reprimands shall be given in a manner that will not embarrass the employee before other employees or the public. "Oral reprimands" do not include orders or instructions to a subordinate designed to accomplish an operational goal.

Section Seven. Investigation of Citizen Complaints. Citizens who complain about the performance or conduct of an employee shall be encouraged to (a.) identify themselves, and (b.) reduce their complaint to a written statement promptly, normally within ten (10) days. An oral complaint of poor discourteous service which is not promptly reduced in writing either through a written complaint or the filing of an investigative report corroborating the oral complaint shall not be investigated unless it involves a charge which the Town is otherwise required by law to investigate. An oral complaint involving sexual harassment of a citizen shall be investigated in a manner similar to the procedure set forth in the Town's sexual harassment policy.

A copy of the complaint or initial investigation report will be furnished to the employee at the outset of the investigation, together with the time, if known, of filing the oral complaint, if any. The identity of a citizen complaint requesting anonymity will not be disclosed except that if the testimony of such complaint is a critical element of the employer's burden to establish just cause for discipline, such identity will be disclosed during the course of informal proceedings prior to formal notice of discipline.

Section Eight. Access to Information. During the course of informal proceedings prior to notice of formal discipline and during the course of the grievance procedure prior to arbitration, the Town will share information with the Union and the employee consistent with the Union's entitlement as exclusive bargaining agent and with a view toward reaching agreement on the discipline being imposed.

Section Nine. Authorization and Level of Discipline. In recognition of the various levels of command and degrees of improper conduct which may warrant discipline, the following supervisory personnel may impose the below described levels of discipline:

- A. The Department Head may invoke the following discipline:
  - 1. Oral reprimand
  - 2. Written reprimand
  
- B. The First Selectman may invoke the following discipline:
  - 1. Oral reprimand
  - 2. Written reprimand
  - 3. Suspension with pay

4. Suspension without pay
5. Dismissal

## **ARTICLE 22**

### **Employee Protection**

*Section One.* All bargaining unit employees shall be protected against lawsuits related to the performance of their job duties in accordance with Connecticut General Statutes Section 7-101A.

## **ARTICLE 23**

### **Savings Clause**

*Section One.* If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties 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 provisions, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article(s), Section, sentence, clause and phrase.

## **ARTICLE 24**

### **Employee Expense**

*Section One.* Employees who are authorized in advance to use their own vehicles for Town business shall be entitled to compensation at the IRS approved amount, or the Town shall supply a vehicle with advance notice.

## **ARTICLE 25**

### **Volunteer Fire Duty**

*Section One.* Any bargaining unit employee who is a member of the Volunteer Fire Department shall be released from work without loss of pay or benefits to respond to emergencies. The officer on the scene will determine which volunteers are needed.

## **ARTICLE 26**

### **General Provisions**

*Section One.* Any memoranda of understanding or agreement hereinafter entered into between the parties to this Agreement shall be incorporated and remain part of this Agreement.

## **ARTICLE 27**

### **Uniforms**

*Section One.* During each year of this Agreement, the Employer shall provide each employee required to wear a uniform (including shoes), a reimbursement up to \$650.00 (six hundred and fifty dollars). Each employee will be responsible for cleaning and reasonable repair of such uniforms.

The Town shall choose the uniforms to be worn and the employees are required to wear them.

**ARTICLE 28**

**Duration**

*Section One.* This Agreement shall be effective as of the First (1<sup>st</sup>) day of July 2023, and remain in full force until the thirtieth (30<sup>th</sup>) day of June 2026. This Agreement shall remain in full force and be effective during the period of negotiations.

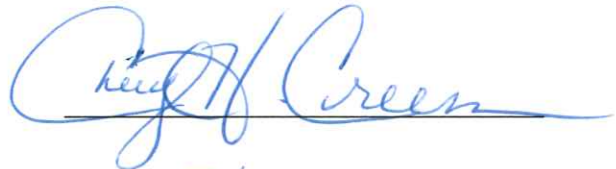
*Section Two.* Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor Agreement. Negotiation sessions shall commence on January 1, 2026 with an expected completion date of June 30, 2026.

IN WITNESS THEREOF, the undersigned parties, being duly authorized, have hereunto set their hands and caused their seal to be affixed this 26<sup>th</sup> day of September, 2023.

For the Town of Portland:

For the Union:

  
\_\_\_\_\_

  
\_\_\_\_\_

Date: 9/26/2023

Date: 9/26/23

**TOWN OF PORTLAND CLERICAL WAGE SCALE**

**7/1/2023 (3.25% General Wage Increase)**

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Police Records Secretary	\$59,609	\$61,400	\$63,239	\$65,137	\$67,092	\$69,105	\$71,177	\$73,312
Accounting Coordinator	\$54,670	\$56,310	\$57,998	\$59,738	\$61,528	\$63,376	\$65,277	\$67,236
Revenue Collection Assistant	\$52,161	\$53,683	\$55,335	\$56,996	\$58,704	\$60,466	\$62,280	\$64,148
Planning & Building & Sanitarian Admin. Asst.	\$54,670	\$56,310	\$57,998	\$59,738	\$61,528	\$63,376	\$65,277	\$67,236
Public Works Admin. Asst.	\$52,161	\$53,683	\$55,335	\$56,996	\$58,704	\$60,466	\$62,280	\$64,148
Asst. Town Clerk & Reg. of Vital Statistics	\$54,670	\$56,310	\$57,998	\$59,738	\$61,528	\$63,376	\$65,277	\$67,236
Assistant Assessor	\$59,442	\$61,224	\$63,061	\$64,953	\$66,901	\$68,910	\$70,976	\$73,105
Payroll Coordinator	\$54,670	\$56,310	\$57,998	\$59,738	\$61,528	\$63,376	\$65,277	\$67,236
Admin. Asst. to Finance Director/Accounts Payable	\$72,962	\$75,152	\$77,403	\$79,729	\$82,121	\$84,583	\$87,121	\$89,736
Senior Center Administrative Assistant	\$52,161	\$53,683	\$55,335	\$56,996	\$58,704	\$60,466	\$62,280	\$64,148
Recreation Coordinator	\$52,161	\$53,683	\$55,335	\$56,996	\$58,704	\$60,466	\$62,280	\$64,148
Administrative Assistant to Assessor	\$52,161	\$53,683	\$55,335	\$56,996	\$58,704	\$60,466	\$62,280	\$64,148
Youth Services Coordinator	\$19,711	\$21,577	\$22,224	\$22,922	\$23,622	\$24,377	\$25,111	\$25,900
Clerk/Part-Time/Floater	\$18,788	\$20,600	\$21,223	\$21,900	\$22,577	\$23,226	\$24,000	\$24,773
Library Admin. Asst.	\$28,666	29,500	\$30,400	\$31,322	\$32,225	\$33,222	\$34,222	\$35,225

**7/1/2024 (2.25% General Wage Increase)**

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Police Records Secretary	\$60,950	\$62,782	\$64,662	\$66,603	\$68,602	\$70,660	\$72,778	\$74,962
Accounting Coordinator	\$55,900	\$57,577	\$59,303	\$61,082	\$62,912	\$64,802	\$66,746	\$68,749
Revenue Collection Assistant	\$53,335	\$54,891	\$56,580	\$58,278	\$60,025	\$61,826	\$63,681	\$65,591
Planning & Building & Sanitarian Admin. Asst.	\$55,900	\$57,577	\$59,303	\$61,082	\$62,912	\$64,802	\$66,746	\$68,749
Public Works Admin. Asst.	\$53,335	\$54,891	\$56,580	\$58,278	\$60,025	\$61,826	\$63,681	\$65,591
Asst. Town Clerk & Reg. of Vital Statistics	\$55,900	\$57,577	\$59,303	\$61,082	\$62,912	\$64,802	\$66,746	\$68,749
Assistant Assessor	\$60,779	\$62,602	\$64,480	\$66,414	\$68,406	\$70,460	\$72,573	\$74,750
Payroll Coordinator	\$55,900	\$57,577	\$59,303	\$61,082	\$62,912	\$64,802	\$66,746	\$68,749
Admin. Asst. to Finance Director/Accounts Payable	\$74,604	\$76,843	\$79,145	\$81,523	\$83,969	\$86,486	\$89,081	\$91,755
Senior Center Administrative Assistant	\$53,335	\$54,891	\$56,580	\$58,278	\$60,025	\$61,826	\$63,681	\$65,591
Recreation Coordinator	\$53,335	\$54,891	\$56,580	\$58,278	\$60,025	\$61,826	\$63,681	\$65,591
Administrative Assistant to Assessor Administrative	\$53,335	\$54,891	\$56,580	\$58,278	\$60,025	\$61,826	\$63,681	\$65,591
Youth Services Coordinator	\$20,152	\$22,066	\$22,744	\$23,444	\$24,152	\$24,922	\$25,677	\$26,448
Clerk/Part-Time/Floater	\$19,200	\$21,066	\$21,711	\$22,339	\$23,088	\$23,788	\$24,544	\$25,299
Library Admin. Asst.	\$29,300	\$30,166	\$31,099	\$32,022	\$32,998	\$33,977	\$34,999	\$36,040



7/1/2025 (3.0% General Wage Increase)

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Police Records Secretary	\$62,779	\$64,665	\$66,602	\$68,601	\$70,660	\$72,780	\$74,961	\$77,211
Accounting Coordinator	\$57,577	\$59,304	\$61,082	\$62,914	\$64,799	\$66,746	\$68,748	\$70,811
Revenue Collection Assistant	\$54,935	\$56,538	\$58,277	\$60,026	\$61,826	\$63,681	\$65,591	\$67,559
Planning & Building & Sanitarian Admin. Asst.	\$57,577	\$59,304	\$61,082	\$62,914	\$64,799	\$66,746	\$68,748	\$70,811
Public Works Admin. Asst.	\$54,935	\$56,538	\$58,277	\$60,026	\$61,826	\$63,681	\$65,591	\$67,559
Asst. Town Clerk & Reg. of Vital Statistics	\$57,577	\$59,304	\$61,082	\$62,914	\$64,799	\$66,746	\$68,748	\$70,811
Assistant Assessor	\$62,602	\$64,480	\$66,414	\$68,406	\$70,458	\$72,574	\$74,750	\$76,993
Payroll Coordinator	\$57,577	\$59,304	\$61,082	\$62,914	\$64,799	\$66,746	\$68,748	\$70,811
Admin. Asst. to Finance Director/Accounts Payable	\$76,842	\$79,148	\$81,519	\$83,969	\$86,488	\$89,081	\$91,753	\$94,508
Senior Center Administrative Assistant	\$54,935	\$56,538	\$58,277	\$60,026	\$61,826	\$63,681	\$65,591	\$67,559
Recreation Coordinator	\$54,935	\$56,538	\$58,277	\$60,026	\$61,826	\$63,681	\$65,591	\$67,559
Administrative Assistant to Assessor	\$54,935	\$56,538	\$58,277	\$60,026	\$61,826	\$63,681	\$65,591	\$67,559
Youth Services Coordinator	\$20.75	\$22.72	\$23.42	\$24.14	\$24.87	\$25.67	\$26.44	\$27.27
Clerk/Part-Time/Floater	\$19.78	\$21.69	\$22.36	\$23.06	\$23.77	\$24.49	\$25.28	\$26.05
Library Admin. Asst.	\$30.18	\$31.06	\$32.02	\$32.98	\$33.97	\$34.99	\$36.04	\$37.12

**TOWN OF PORTLAND SUPERVISORS WAGE SCALE**

**7/1/2023 (3.25% General Wage Increase)**

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Collector of Revenue	\$70,021	\$71,768	\$73,565	\$75,406	\$77,289	\$79,223	\$81,202	\$83,785
Water Pollution Control Supervisor	\$78,554	\$80,520	\$82,533	\$84,596	\$86,710	\$88,635	\$91,099	\$93,929
Waterworks Supervisor	\$78,554	\$80,520	\$82,533	\$84,596	\$86,710	\$88,635	\$91,099	\$93,929
Highway Maintenance Supervisor	\$78,554	\$80,520	\$82,533	\$84,596	\$86,710	\$88,635	\$91,099	\$93,929
Supervisor of Public Works Operations	\$86,879	\$89,051	\$91,278	\$93,557	\$95,900	\$98,295	\$100,749	\$103,271

**7/1/2024 (2.25% General Wage Increase)**

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Collector of Revenue	\$71,597	\$73,383	\$75,220	\$77,102	\$79,028	\$81,005	\$83,029	\$85,670
Water Pollution Control Supervisor	\$80,321	\$82,331	\$84,390	\$86,499	\$88,661	\$90,629	\$93,148	\$96,042
Waterworks Supervisor	\$80,321	\$82,331	\$84,390	\$86,499	\$88,661	\$90,629	\$93,148	\$96,042
Highway Maintenance Supervisor	\$80,321	\$82,331	\$84,390	\$86,499	\$88,661	\$90,629	\$93,148	\$96,042
Supervisor of Public Works Operations	\$88,833	\$91,055	\$93,332	\$95,662	\$98,057	\$100,507	\$103,016	\$105,594

**7/1/2025 (3.0% General Wage Increase)**

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Collector of Revenue	\$73,744	\$75,584	\$77,476	\$79,415	\$81,399	\$83,435	\$85,520	\$88,241
Water Pollution Control Supervisor	\$82,731	\$84,801	\$86,922	\$89,094	\$91,321	\$93,348	\$95,943	\$98,923
Waterworks Supervisor	\$82,731	\$84,801	\$86,922	\$89,094	\$91,321	\$93,348	\$95,943	\$98,923
Highway Maintenance Supervisor	\$82,731	\$84,801	\$86,922	\$89,094	\$91,321	\$93,348	\$95,943	\$98,923
Supervisor of Public Works Operations	\$91,498	\$93,786	\$96,132	\$98,532	\$100,999	\$103,522	\$106,107	\$108,762