AGreement
between
The Town of Clinton
and
Clinton Town Hall Employees
Local 1303-199 of Council 4 of AFSCME, AFL-CIO

This Agreement is entered into by and between the Town of Clinton, hereinafter referred to as the “Employer” and Local 1303-199 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

Article 1
Recognition

Section 1.0
The Town of Clinton hereby recognizes Local 1303-199 of Council 4, of the American Federation of State, County and Municipal Employees Union, AFL-CIO, as the sole and exclusive bargaining agent for employees of the Town of Clinton, in the classifications identified in Appendix A, and permanent part-time employees, except and excluding elected officials, department heads, supervisors, confidential employees, the Secretary to the Police Chief, employees covered by other bargaining units, temporary and seasonal employees, and anyone excluded under the Act, and that Local 1303-199 of Council 4, AFSCME, AFL-CIO, is the exclusive representative of all said employees for the purpose of collective bargaining in respect to wages, hours and other conditions of employment.

Section 1.1
Neither the Town nor the Union, in carrying out their obligations under this contract, shall discriminate against any employee because of race, color, religious creed, age, national origin, ancestry, sex, sexual orientation, marital status, disability or membership or non-membership in the Union.

Section 1.2
A “full-time employee” is one who works the full-time schedule of hours set forth in Article 5, for his/her position, and permanent employees working twenty (20) or more hours per week.

A “part-time employee” for the purpose of this agreement, is one who customarily works less than twenty (20) hours per week.
ARTICLE 2
UNION SECURITY AND PAYROLL DEDUCTION

Section 2.0

All present employees and all employees hired or transferred into the bargaining unit shall be required, as a condition of continued employment, to join the Union and pay Union dues or to pay a service fee to the Union as set by the Union in accordance with applicable law, within thirty (30) calendar days from the date of hire or transfer.

Section 2.1

Newly hired employees shall be requested to sign a payroll deduction card after thirty (30) days of employment.

Section 2.2

The amount will be certified by a responsible Union officer in writing and may be raised or lowered by the Union upon notification by said officer to the Employer.

Section 2.3

Deductions as provided in Section 2.0 shall be remitted to the Council 4 office of the Union no later than fifteen (15) days after such deduction have been made.

a) If for any reason an employee has no pay available from which the dues may be deducted, the deduction will take place beginning the payroll period in which he does have pay available and continuing biweekly until back deductions are made up, at which time he will return to the monthly basis.

b) The Union agrees to hold the Town harmless against any and all claims that may arise as a result of complying with the provisions of the above Article.

ARTICLE 3
SENIORITY

Section 3.0

Seniority is defined to mean the accumulated length of continuous service with the Town, computed from the last date of hire.

An employee's length of service shall not be terminated or reduced, but shall continue to accumulate during authorized leaves of absence.
Section 3.1

New employees shall remain probationary until after completion of six (6) months service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Probationary employees shall have no seniority rights during this period and their employment may be terminated at any time during the probationary period at the sole discretion of the Town.

Section 3.2

In the event a layoff becomes necessary, the last senior employee in each job classification shall be laid off first.

An employee being laid off may bump the least senior employee in an equal or lower classification, provided the employee has the ability to perform such work. The bumping employee shall be afforded an orientation period of sixty (60) calendar days to become qualified for the position. An employee who is bumped under this provision shall have the same rights and bumping procedure available to him/her.

Part-time employees cannot bump into full-time positions. Bumping and recall rights do not apply to probationary employees.

Section 3.3

Recall rights shall terminate eighteen (18) months from the date of layoff for each employee.

Section 3.4

Laid off employees shall be recalled to their former positions in the reverse order of layoff. The Town shall rely on the last address furnished by the employee. Notice of recall shall be by certified mail. Failure to return to work within ten (10) working days following notice by certified mail shall result in loss of seniority.

Section 3.5

Bargaining unit lay-off shall take effect in the following order within classification:

a) Temporary / Seasonal employees.

b) Part-time employees. (Those employees working less than twenty (20) hours per week).

c) Probationary employees.

d) Permanent full-time employees.
ARTICLE 4
PROMOTIONS AND VACANCIES

Section 4.0

When the Town decides to fill a vacancy or a newly created position within the bargaining unit, it will announce said position by posting on departmental bulletin boards, for a period not less than ten (10) working days, the job title, the rate of pay and description of the job to be filled, and a copy given to the Union President. No position within the bargaining unit will be permanently filled until the posting procedure has been followed.

Section 4.1

An employee may apply for a posted opening in writing within the period prescribed in 4.0 above. The Town will determine qualifications of employees who apply, in writing, during the posting period, on the basis of their education, training, performance and ability to do the job. Where qualifications are equal, seniority shall govern. Laid off employees who are qualified and meet the necessary job requirements shall be offered the position prior to employees who are not on layoff.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.0

Premium rates shall be as follows:

Time and one-half (1-1/2X) shall be paid for all time worked beyond forty (40) hours in any one week. Pursuant to the provisions of Public Act 91-81, the Town may, at the employee's option, provide over-time compensation in the form of compensatory time off; provided, however, that in any such instance the compensatory time shall be one hour for each hour of time worked in excess of the employee's regular hours up to forty (40) hours and one and one half (1½) hours for each hour of overtime beyond forty (40) hours so worked.

All extra hours, overtime hours and compensatory time requested must be pre-approved by the immediate supervisor (1st choice) or First Selectman if supervisor is not available.

Section 5.1

Per attached hour of work chart.
Section 5.2

Time and one-half (1 1/2 X) shall be paid for all work performed on Saturdays or Sundays by full-time employees except for Custodians, whose regular work week includes Saturdays and Sundays.

Section 5.3

Multiple part-time employees will not be used to permanently fill existing full-time positions.

ARTICLE 6
CALL-IN PAY

Section 6.0

Any employee called in to work before or after his/her regular work day or on a non-scheduled day shall receive a minimum of three (3) hours pay at the applicable rate, provided that the time worked is not contiguous to his/her regularly scheduled hours.

ARTICLE 7
HOLIDAYS

Section 7.0

All employees covered under this Agreement shall receive the following paid holidays:

<table>
<thead>
<tr>
<th>New Years Day</th>
<th>Memorial Day</th>
<th>Thanksgiving Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Independence Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Presidents Day</td>
<td>Labor Day</td>
<td>Day before Christmas</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Columbus Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Veterans Day</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 7.1

If a holiday falls during any employee’s vacation, he shall be given an additional day off, mutually agreeable between employee and employer.

Section 7.2

In order to receive holiday pay, an employee must work the regular work day prior and the regular work day following the holiday. Authorized leave shall be considered time worked.
Section 7.3

Employees shall receive time and one-half (1 1/2 X) when working any of the holidays specified in Section 7.0 in addition to straight time for the holiday.

ARTICLE 8
WAGES

Section 8.0

The wage rates effective during the term of this Agreement are set forth in Appendix A. The rates reflect the following general wage increases:

Effective and retroactive to July 1, 2013, a 1.75% general wage increase shall be added to the salary schedule in effect on June 30, 2013.

Effective July 1, 2014, a 2.25% general wage increase shall be added to the salary schedule in effect on June 30, 2014.

Effective July 1, 2015, a 3.0% general wage increase shall be added to the salary schedule in effect as of June 30, 2015.

Effective and retroactive to July 1, 2016, a 2.25% general wage increase shall be added to the salary schedule effective as of June 30, 2016.

Effective and retroactive to July 1, 2017, a 1.75% general wage increase shall be added to the salary schedule in effect on June 30, 2017.

Section 8.1

All employees shall be paid bi-weekly by check. The Town shall continue to provide the option of direct deposit.

Section 8.2

The Salary Schedule, including hiring rates for bargaining unit positions is as set forth in Appendix A.
Section 8.3

In lieu of the longevity payments previously provided in the collective bargaining agreement, the Town will increase the base pay of employees effective July 1, 2013 as follows:

Employees who have completed twenty (20) years or more of service shall receive an increase of ninety-three (93) cents per hour.

For all other employees the “six year step” in each pay grade shall be increased forty-five (45) cents per hour.

The foregoing increase is a one-time increase to the base pay of the employee. The increase will be made prior to applying the agreed upon general wage increases.

The Town shall provide the Union with all current pay grades. Pay grades shall be reviewed by the union for accuracy prior to becoming the salary Schedule portion of Appendix A.

ARTICLE 9
INSURANCE AND PENSION

Section 9.0

Full-time employees and their dependents shall be eligible for medical and dental benefits.

The Town shall provide the following options for medical and dental insurance coverage for eligible employees and their eligible dependents:

a. (1) Alternative Century Preferred Comp. as outlined in attached Matrix.

(2) The Town shall pay the following portion of the cost for an eligible employee and eligible dependents for enrollment in either health insurance coverage option and the Anthem Blue Cross/Blue Shield Full Dental Plan with dependent rider for eligible employees and their eligible dependents:

88 percent

b. (1) Century Preferred Plan, as outlined in attached Matrix.

(2) The Town shall pay the same portion of the cost of Century Preferred Plan for an eligible employee and eligible dependents for enrollment in this health insurance coverage option and the Anthem Blue Cross/Blue Shield Full Dental Plan with dependent rider for eligible employees and their eligible dependents:
The Town shall maintain a Section 125 Plan which will enable employees to make contributions toward medical and dental benefits on a pre-tax basis, to the extent permitted by law.

An employee will be eligible for such retirement benefits upon retirement after ten (10) years of continuous employment with the Town at age 55.

Section 9.1

Employees shall be covered under the provisions of the Connecticut Municipal Employees Retirement System. The vesting period under CMERS, shall not apply for purposes of other retirement benefits as provided elsewhere in this Agreement. An employee will be eligible for such retirement benefits upon retirement after ten (10) years of continuous employment with the Town at age 55.

Section 9.2

Upon retirement at age 55 with a minimum of 15 years of continuous service with the Town, the Town shall offer eligible employees the opportunity for the continuation of group medical and dental insurance. A retiree, who purchases group medical and dental insurance from another employer or through the retiree’s spouse upon retirement, shall not be eligible for such continuation of group medical or dental insurance nor shall the retiree be eligible for reinstatement into such group insurance thereafter.

Eligible retirees will be provided with the opportunity to purchase for himself/herself and eligible spouse at the time of retirement the same medical and dental insurance benefits provided to active employees, as those benefits may change from time to time, until such time the retiree and/or eligible spouse at the time of retirement become eligible for Medicare or reach age 65, whichever is earlier. Such retiree shall be responsible for paying 100% of the cost of such benefits.

Section 9.3

Comparable Plan – The Town will consider alternative insurance coverage upon provision by the Town of:

1) All features of the proposed plan for comparison to present coverage under the plans identified above.

2) A list of subscribing Southern Connecticut employers.

3) A list of participating Southern Connecticut providers.
Section 9.4

The Town shall provide, at no cost to the employee, a life insurance policy for each employee in the amount of $10,000 during the first year of employment, $75,000 thereafter; and $10,000 upon retirement.

Section 9.5

Change of Insurance Carriers – the Town shall have the right to change carriers and/or to self-insure in whole or in part in order to provide the insurance coverage set forth above, provided that coverage which result from changes in carriers and/or self-insurance are comparable as a whole to the coverage described, in terms of coverage and benefits.

The President of the Union shall be notified, in writing, at least sixty (60) in advance, of any intentions to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Town disagree that the changes proposed will provide coverage comparable as a whole to the coverage and benefits described above the disagreement shall be subject to expedited arbitration before an arbitrator selected through the American Arbitration Association. The cost for the service of an American Arbitration Association arbitrator shall be borne by the Town.

ARTICLE 10

LEAVE

Section 10.0

Sick leave credit shall be earned by each full-time permanent employee at the rate of one and one-quarter (1 1/4) working days for each full calendar month of service, accumulative to a maximum of one hundred fifty (150) days. Sick leave may be used for personal illness or injury, or necessary medical treatment.

For two occasions per year, based on the employee’s date of hire, the necessary time off without loss of sick leave credits or pay shall be allowed employees for medical and dental appointments, provided said appointments do not exceed one half the employees regular scheduled work day.

A doctor’s certificate may be required for any absence of five (5) or more consecutive working days.

Section 10.1

Leaves of absence without pay may be granted to employees for periods not to exceed one (1) year. Requests for said leaves shall be in writing to the Department Head with copy to the First Selectman, and subject to the approval of the First Selectman.
No benefits shall accrue or be provided during any unpaid leave of absence beyond ninety (90) days.

Section 10.2

Employees who are required to be on Military Reserve Duty shall be entitled to the difference in pay between said Military Reserve Duty and the employee's regular pay. The Town shall provide medical and dental insurance coverage for eligible dependents of employees mobilized for Military Duty.

Section 10.3

An employee shall be paid the difference between regular salary and the jury fee while performing jury service, provided that:

a) If the absence would create a hardship for the Town, the employee cooperates with the First Selectman in presenting a request to be excused from jury service or to have service postponed;

b) Notice of call to jury service is promptly referred to the employee's supervisor; and

c) The employee reports for work in his/her assignment when not required to be in attendance at the courthouse.

Section 10.4

Each full-time employee is entitled to four (4) personal days each year.

Personal days may not be carried over into the following fiscal year.

Unless authorized by their supervisor, personal days may not be taken immediately prior or immediately subsequent to a vacation or holiday weekend.

Section 10.5

Three (3) days' of special leave with pay shall be granted for a death in the immediate family. Immediate family is defined as any of the following relatives of the employee or spouse: parents, children, spouses, brothers, sisters, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, grandchild or any other relative domiciled in the employee's household or any relative not listed above subject to the approval of the First Selectman.

Section 10.6

Each full-time employee shall receive payments for one-half (1/2) of his/her total accumulated sick days upon retirement, up to seventy-five (75) days maximum.

Section 10.7
In the event of a full-time employee’s death his/her estate shall receive payments for one half (1/2) or his/her total accumulated sick days, up to seventy-five (75) days maximum.

Section 10.8

Employees who are required to attend educational conferences or seminars by the Town shall receive full pay and benefits for this period of time and shall be reimbursed for reasonable expenses that they incur.

Section 10.9

a. Bargaining unit employees who have been employed for at least one year are eligible for leave to the extent provided in the State and Federal Family and Medical Leave Act (FMLA). Leave under the Act may be granted for up to twelve (12) weeks in a twelve-month period.

b. An employee shall not be required to use accrued sick or vacation leave for any FMLA leave.

c. Employees have the option of utilizing accrued sick leave, personal days and or vacation prior to requesting FMLA leave.

d. During the period of an FMLA leave, the employee’s medical benefits shall be continued on the same basis as prior to the leave, provided that the employee pays any portion of the cost for which he/she is responsible.

e. FMLA leave may be granted for the reasons specified in the Act, including:

1) the employee’s own serious health conditions;
2) care of a spouse, child or parent with a serious health condition;
3) the birth or adoption of a child.

ARTICLE 11
VACATIONS

Section 11.0

Employees shall be allowed to carry over up to one (1) week vacation each year by mutual agreement between the employee and the employer. Any vacation carried over must be used in the first six (6) months of the next fiscal year.
Section 11.1

Based on the fiscal year – July 1 through June 30, a vacation with normal rate of pay shall be given annually to all full time permanent employees on the following basis of continuous employment:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Working Days</th>
<th>Date After</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) week</td>
<td>5</td>
<td>after the first six (6) months</td>
</tr>
<tr>
<td>Two (2) weeks</td>
<td>10</td>
<td>after the first year</td>
</tr>
<tr>
<td>Three (3) weeks</td>
<td>15</td>
<td>after five (5) years</td>
</tr>
<tr>
<td>Four (4) weeks</td>
<td>20</td>
<td>after fifteen (15) years</td>
</tr>
<tr>
<td>Five (5) weeks</td>
<td>25</td>
<td>after twenty (20) years</td>
</tr>
</tbody>
</table>

Vacation shall be based on the anniversary year rather than the fiscal year.

Permanent part-time employees, after completing a full years worth of service, shall be granted the number of days equivalent to one (1) regular working week’s vacation, and the same for every year thereafter to the completion of five (5) year’s service, when it will increase to two (2) regular working weeks vacation.

Section 11.2

An employee shall take his vacation at a time during the year mutually agreeable between employee and Employer.

a) In the event of conflicting vacation dates, seniority shall be the determining factor in awarding the first two (2) weeks vacation to which the employee is entitled.

b) Nothing contained herein shall be construed as preventing any employee from taking vacation in increments of one (1) day, providing it is mutually agreeable between employee and employer.

c) In the event a holiday falls while an employee is on vacation, an additional day shall be added to his vacation period or he may elect to take an additional day at a time mutually agreeable with the employee’s supervisor.

Section 11.3

In the event of an employee’s death, his beneficiary shall be given earned but unpaid vacation pay with his/her final paycheck. However, this provision shall not apply where the event occurs during the employee’s probationary period.

Section 11.4

In the event an employee retires or terminates his/her employment in good standing, i.e., has not been terminated for cause, the employee shall be given earned but unpaid vacation pay with his/her final paycheck.
ARTICLE 12
DISCIPLINARY ACTIONS

Section 12.0
No employee who has successfully completed the probationary period shall be discharged without just cause.

Section 12.1
Disciplinary actions shall normally follow this order:

a) verbal warning – if it is possible to contact the employee;

b) written warning

c) suspension;

d) discharge.

Section 12.2
In cases involving a serious offense, step a) and b) and/or c) may be waived at the option of the employer.

Section 12.3
All disciplinary actions against employees who have successfully completed the probationary period shall be reduced to writing and may be subject to the grievance procedure.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.0
For the purpose of this Agreement, the term “grievance” shall mean a dispute between the Employer and the employees concerning a claim of breach or violation of this Agreement.

Section 13.1
Any such grievance shall be settled in accordance with the following grievance procedure:
a. **Step 1** Within thirty (30) calendar days of the event giving rise to the alleged grievance, the aggrieved employee and/or his steward or Representative shall reduce the grievance to writing and submit it to the Department Head. The Department Head's decision shall be submitted, in writing, to the aggrieved employee and his/her union representative within seven (7) working days of receipt of the grievance.

b. **Step 2** If the grievance is not settled in Step 1, the grievance will be submitted to the First Selectman, or his designee, within ten (10) calendar days after receipt of the Department Head's decision. The First Selectman, or his designee will provide a written answer to the union within ten (10) calendar days of receipt of the grievance.

c. **Step 3** If the Union is not satisfied with the answer given by the First Selectman or the designee, it may elect, within fifteen (15) calendar days after the Step 2 answer, to submit the grievance to the state Board of Mediation and Arbitration to be resolved; and in the event arbitration takes place, the answer shall be final and binding. Only the Town or the Union may request arbitration of unresolved contract grievances. The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement.

**Section 13.2**

Nothing herein shall be construed as prohibiting an aggrieved party from handling his own grievance if he so desires, with the exception of the arbitration step above, but no agreement shall be made that is contrary to any of the terms of this Agreement.

**Section 13.3**

If the grievance is not filed in writing within thirty (30) calendar days after the employee knew or should have known of the act or condition on which the grievance is based, then the grievance is waived.

**ARTICLE 14**

**SAVINGS CLAUSE**

**Section 14.0**

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 portion of this Agreement shall not be affected thereby, if 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 herein, separately and apart from the others.
ARTICLE 15
MANAGEMENT RIGHTS

Section 15.0

It is recognized that the Employer has, and will continue to retain, its rights, privileges, duties, obligations, and responsibilities to direct, promote, maintain the affairs of the municipal government in all of its various aspects, except those specifically abridged or modified by this Agreement. 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 this time unless, and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority. 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, transfer, suspension, discharge or layoff, the right to make all plans and decisions on all matters involving its operations, the extent to which facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, 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 performance standards and quality standards, determine the qualifications of employees; regulate quality and quantity of performance and to administer the Town’s business efficiently.

ARTICLE 16
MISCELLANEOUS

Section 16.0

This contract shall be subject to amendment by mutual agreement for the “Union” and the “Employer”. All agreements shall be in writing and signed by both parties.

Section 16.1 – Mileage Reimbursement

All employees shall be reimbursed the current IRS rate.

Section 16.2 – Uniform Allowance

All Custodians shall be provided a reimbursement of $200.00 per year to purchase safety shoes. The Town shall provide custodians with personal protective equipment required or recommended by OSHA.
ARTICLE 17
SUCCESSIONS AND ASSIGNS

Section 17.0

In the event the Town sells, transfers or otherwise assigns its operations or any part of its
operation to another employer during the life of this contract, this contract shall become part of
that agreement.

ARTICLE 18
WORKERS' COMPENSATION

Section 18.0

An employee who is injured on the job must report such injury to his/her supervisor immediately
following the injury.

Section 18.1

An employee who suffers an illness or injury for which he claims workers' compensation shall
have absences charged to injury leave until the first of the following occurs:

1) the Town successfully contests the claim.
2) he has reached maximum medical improvement and is no longer able to perform his duties;
3) twelve (12) calendar months have passed.

A full-time employee who is on injury leave shall receive from the Town his/her regular net
straight time bi-weekly wages and shall sign over to the Town the weekly disability payments
received under workers' compensation.

Eligibility for injury leave shall be limited to those cases in which the employee’s injury or
illness is compensable under the Workers’ Compensation Act.
The employee and the Union expressly agree that the charging of an absence to injury leave shall
not in any way be deemed an acceptance of the employees’ claim for benefits under the
Worker's Compensation Act and the charging of the absence to injury leave is entirely without
prejudice to the Town’s position concerning such claim.

In the event that the Town successfully contests the claim, the employee shall be responsible to
repay the Town for the number of days of injury leave used prior to the ceasing of injury leave
based on contest of the claim. Such repayment shall be taken first from the employee’s
accumulated sick leave and if no sick leave is available, from the employee’s accrued vacation
time. If the employee has no accrued leave, the Town shall deduct payment for the time from
any future payments to which the employee is entitled, whether as an active employee or a retiree.

Following the filing of a notice to contest a claim, the employee's absence may be charged to accrued sick leave and to any other accrued leave which the employee has, at the employee's option. In the event that it is later determined that the employee is entitled to worker's compensation, said accrued leave shall be restored.

ARTICLE 19
DURATION

Section 19.0

This Agreement shall become effective upon approval by the Board of Selectmen or, if there is no agreement, upon issuance of a binding interest arbitration award, and shall remain in effect until June 30, 2018. This Agreement shall continue 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, and subject to reopening at any time.

Section 19.1

Negotiations for a Successor Agreement shall begin in accordance with the statute.

Local 1303-199 of Council 4
AFSCME, AFL-CIO

By: [Signature]

By: [Signature]

By: [Signature]

Town of Clinton

By: [Signature]

Date signed: 7/31/13
APPENDIX A
JOB CLASSIFICATIONS AND SALARY SCHEDULE

JOB CLASSIFICATIONS

<table>
<thead>
<tr>
<th>SALARY GRADE</th>
<th>CLASSIFICATION</th>
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<tr>
<td>1</td>
<td>PROGRAM COORDINATOR, CYFSB</td>
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<tr>
<td>1</td>
<td>CLINICIAN, CYS</td>
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<tr>
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<td>CUSTODIAN</td>
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<td>2</td>
<td>CUSTODIAN POLICE DEPT.</td>
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<td>ASST TAX COLLECTOR</td>
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<td>SECT - PARK/REC</td>
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<td>CLERK, INLAND WETLANDS</td>
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<td>CLERK, PLANNING/ZONING</td>
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<td>4</td>
<td>CLERK</td>
</tr>
</tbody>
</table>
Employees in the following offices who obtain and maintain the applicable State certification shall be paid one dollar ($1.00) per hour in addition to the above rates: Assessor, Tax Collector, Town Clerk.

Employees having a BS or BA or higher degree are eligible for $1.00 per hour in addition to their hourly rate.

Employees having an Associate's degree are eligible for $.50 per hour in addition to their hourly rate.

Employees who have earned multiple degrees shall receive the incentive for the highest degree.

APPENDIX B
SECOND SHIFT CUSTODIAN

For so long as the incumbent remain in the position of second shift custodian, the following terms shall apply to him:

1. Second shift hours shall be 3:00 p.m. to 11:00 p.m.

2. All other contract terms shall apply.

Side letter of understanding

The Town and Union agree to update, by September 30, 2013, all Job Descriptions Job Classifications and associated Salary Grades if warranted.