



**AGREEMENT**

**BETWEEN**

**TOWN OF DARIEN**

**AND**

**DARIEN TOWN HALL EMPLOYEES' UNION**  
**UNITED PUBLIC SERVICE EMPLOYEES UNION - LOCAL 234**

**July 1, 2018 through June 30, 2021**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into by and between the TOWN OF DARIEN (hereinafter referred to as the “Town”) and THE UNITED PUBLIC SERVICE EMPLOYEES UNION/UPSEU DARIEN TOWN HALL EMPLOYEES’ UNIT, (hereinafter referred to as the “Union” or “UPSEU”)

### **ARTICLE 1 RECOGNITION**

#### **1.1 Bargaining Unit**

Pursuant to the Certification of Representation issued by the Connecticut State Board of Labor Relations in Decision No. 4151, dated April 10, 2006, the Town hereby recognizes UPSEU as the exclusive collective bargaining representative for employees of the Town who are included within the bargaining unit described in Section 1.2 hereof with respect to their wages, hours of work and conditions of employment.

#### **1.2 Employees**

Employees of the Town who are included in the bargaining unit covered by this Agreement and represented by the Union are those regular, full-time employees of the Town who regularly work on a schedule of twenty (20) or more hours per week in clerical and technical classifications listed in Appendix A attached to this Agreement, and the following positions are expressly excluded:

- Elected officials;
- Management and administrative officers;
- Department/agency heads and assistant heads including directors, assistant directors and superintendents;
- Administrative and clerical support positions of the offices of the Town’s chief executive, chief administrative officer and finance director, including but not limited to Assistant Finance Director, Payroll Administrator and Senior Accountant;
- Employees of the personnel office or department;
- Positions subject to the jurisdiction of other bargaining units.

#### **1.3 Definition**

The terms “Employee” and “Employees” as used in this Agreement will refer only to employees of the Town who are included in the bargaining unit set forth in Section 1.2 above.

#### **1.4 Job Descriptions**

Upon the effective date of this Agreement, the Town shall provide UPSEU and the unit President with a copy of each job description that the Town has promulgated for jobs within the bargaining unit as defined in Section 1.1, hereof. Thereafter, the Town shall provide any revised or additional descriptions to UPSEU and the unit President within thirty (30) days of their respective effective dates.

**ARTICLE 2  
MANAGEMENT RIGHTS**

**2.1 Town Authority**

Except as explicitly limited by the specific provisions expressed in this Agreement, the entire management of the Town and the direction of its Employees, including the right to direct, plan and control its operation, to hire, layoff, recall, transfer, promote, demote, suspend, discipline, discharge and direct Employees, to introduce new and improved methods, equipment and facilities and all other managerial powers traditionally vested in the Town shall remain vested in the Town.

**ARTICLE 3  
SENIORITY**

**3.1 Seniority Defined**

Seniority is hereby defined as an Employee's length of continuous service in the bargaining unit measured from his or her most recent date of entry into the bargaining unit. Seniority shall be applied only as set forth herein.

**3.2 New Hires and Seniority List**

The Director of Human Resources will furnish to the President of the Union the names of newly hired employees, together with their address, telephone number, effective date of employment, the classification to which they will be assigned initially and their starting rate of pay.

The Town shall maintain a list of Employees by seniority and shall furnish UPSEU with a copy no less than once annually.

**3.3 Probationary Period**

The first six (6) months of continuous employment after an employee's initial employment shall be a probationary period of employment during which the Employee shall have no seniority and may, in the sole discretion of the Town, be disciplined or discharged without recourse to the Grievance and Arbitration procedure set forth in this Agreement. The Town, after consultation with the Department Head, shall have the right to extend the probationary period for an additional period of up to three (3) months with a written explanation to the employee of the reason for the extended probation. Upon successful completion of the probationary period, the Employee's seniority will be measured retroactively to his or her most recent entry into the bargaining unit.

**3.4 Job Posting**

Available vacancies in regular full-time and part-time bargaining unit positions shall be posted in the Town Hall and the Police Station within 10 days of the incumbent vacating the position for a period of at least ten (10) normal work days prior to filling the vacancy on a regular basis, however, the Town may advertise it externally after posting the position for five (5) days. A job posting shall contain the job title, classification and rate of pay or range, a brief description of the job requirements, the position to which the holder of the posted position reports and the closing date for applications.

**3.5 Assignments to Available Vacancies**

Employees who wish to apply for a posted vacancy must apply in writing in accordance with the instructions on the posting. The Town will consider bargaining unit employee applicants who have completed their probationary period before it considers non-bargaining unit applicants. If two or more bargaining unit employee applicants are, in the reasonable judgment of the Town, qualified

for the position, the Town will offer the position to the bargaining unit employee applicant who, in its reasonable judgment, is the most qualified for the position. In the event that two or more employees are equally qualified in the Town's reasonable judgment, the Town will offer the position to the more senior applicant. If the Town, in its reasonable judgment, has grounds to conclude that the employee applicants are not qualified, the Town will be free to consider applicants from any source, including applicants not then employed by the Town, and to offer the position to the applicant who, in its reasonable judgment, is the most qualified for the position. Nothing herein will prohibit the Town from filling a vacancy on a temporary basis from any source. A temporary employee may be used to fill a temporary vacancy until the incumbent returns or the vacancy becomes permanent and is filled. A temporary employee may be used to fill a vacancy that is created due to a bargaining unit member's resignation, termination, or retirement for a maximum of three (3) months.

### **3.6 Layoff**

- (a) In the event the Town decides to reduce the number of employees in the bargaining unit by layoff, the Town shall determine the classifications in which the layoffs will occur. Within the classifications to be reduced, the Town shall lay off Employees in reverse order of their seniority (i.e. the least senior employee in the classification will be laid off first), provided those Employees remaining in the classification are qualified, in the reasonable judgment of the Town, to perform the work remaining after the layoff.
- (b) An Employee who is laid off shall be given the opportunity (i) to fill an available vacancy in a job classification in the same or a lower-rated labor grade, provided he or she is qualified, in the reasonable judgment of the Town, to perform the work in such classification after the layoff, or (ii) to "bump" a less senior Employee who is the least senior Employee in a job classification in the same or a lower-rated labor grade, provided the laid off employee is, in the reasonable judgment of the Town, qualified to perform the required work.

### **3.7 Recall**

Employees laid off after successful completion of their probationary periods of employment will be eligible for recall to the positions which they are qualified to perform in the Labor Grade from which they were laid off, respectively, if such positions become available during their respective recall periods, according to the following terms and conditions:

- (a) An Employee's recall period will equal the length of his or her most recent period of employment in a bargaining unit position, up to a maximum on one (1) year following the date of layoff.
- (b) Recall will be in reverse order of layoff;
- (c) Employees eligible for recall must be qualified, in the reasonable judgment of the Town, to perform the work of the available position at the time of recall;

- (d) Prior to posting a vacant position, the Town will mail recall notices to the laid off Employees who are eligible for recall to such position;
- (e) The Town's recall obligation will be fully satisfied by its mailing the recall notice to the address on its records;
- (f) Recalled employees must report to work when scheduled or within five (5) normal work days, however, if the recalled employee is required by his current employer to give notice, the employee may extend his return to work by up to five (5) additional days following the date of the recall notice, whichever is later.

### **3.8 Loss of Seniority**

An Employee shall lose his or her seniority if he or she:

- (a) Quits;
- (b) Is discharged for cause;
- (c) Retires;
- (d) Is absent without reporting for three (3) consecutive days;
- (e) Upon recall, fails to report to work as required by Section 3.7(f) hereof;
- (f) Fails to return as scheduled from a period of absence or leave;
- (g) Accepts employment elsewhere, without prior approval of the Town, while on leave of absence.

**ARTICLE 4  
HOURS OF WORK**

**4.1 Normal Work Cycle**

Seventy (70) hours of work during normal Town operating hours occurring on weekdays during a two (2) week pay period, excluding unpaid meal breaks, constitutes a normal work cycle.

**4.2 Work Hours**

The normal starting and quitting times on each normal work day are 8:30 a.m. to 4:30 p.m. Work hours for some positions may vary based on departmental needs.

The Town may make reasonable changes in the starting and/or quitting time upon seven (7) calendar days' prior notice to the Employees regularly assigned to the affected classifications and to the Union.

**4.3 Normal Meal Break**

The normal unpaid meal break on each normal work day consists of one (1) hour (60 minutes) except for employees regularly assigned to positions at the Police Department, where the normal unpaid meal break on each normal work day consists of one-half (1/2) hour (30 minutes). In scheduling unpaid meal breaks, the Town shall continue its normal practices in effect prior to the date of this Agreement.



**ARTICLE 5  
WAGES AND RATES OF PAY**

**5.1 Wage Rates**

- (a) Increases in Wage Rates. Increases to wage rates are as follows: effective 7/1/18 – 2.00%; effective 7/1/19 – 2.25%; and effective 7/1/20 – 2.25%.
- (b) Starting Rates. Employees newly hired during the term of this Agreement shall be paid at no less than the regular annual salary for Step 1 of the Labor Grade to which they are assigned. Notwithstanding any provision of this Agreement, including Appendix A, to the contrary, no Employee shall receive an increase in pay or move from one Step to another prior to successfully completing six (6) consecutive months worked.
- (c) Current Positions. Regular annual salaries payable for work performed in classifications existing on the effective date of this Agreement are set forth on Appendix A, attached hereto.
- (d) New Positions. Regular annual salaries payable for work performed in classifications created by the Town during the period covered by this Agreement will be negotiated with the Union.
- (e) Incremental Advancement. Employees actively employed in a bargaining unit position as of the effective date of this Agreement shall advance from one Step to another on July 1<sup>st</sup> annually.
- (f) Promotions. Any Employee whom the Town promotes from a position in one Labor Grade to a different position in a higher Labor Grade will be placed at a Step for the Labor Grade to which the Employee is promoted that has a regular straight-time hourly rate no less than that of the position to which the Employee was previously assigned. Any increase that such promotion yields will be effective the first day of the next pay period. Any Employee whom the Town promotes from a position in one Labor Grade to a different position in a higher Labor Grade will serve a probationary period of three (3) months. If during the probationary period, the Employee is determined to be unsatisfactory in performing the required work, the Employee will be returned to his or her former position.
- (g) Demotions. Any Employee whom the Town demotes for just cause from a position in one Labor Grade to a different position in a lower Labor Grade will be placed at the highest Step for the Labor Grade to which the Employee is demoted which has the regular straight-time hourly rate less than that which the Employee received immediately prior to the demotion. Any decrease in pay that such demotion yields will be effective the first day of the next pay period.

- (h) Reclassifications. Any position covered by this Agreement shall be reviewed for reclassification to another Labor Grade when the duties and responsibilities of this position have changed significantly. Such a review may be initiated by the Employee, the Town or the Union. The review and subsequent recommendations regarding reclassification will be made by the Director of Human Resources within sixty (60) days after the receipt of the written request for review. The Director of Human Resources will send a copy of such recommendation to the Employee and the Unit President and submit it to the Administrative Officer for decision. Once received by the Administrative Officer it shall be approved or denied within thirty (30) calendar days

## **5.2 Overtime**

- (a) Ordinary Overtime. All work performed in excess of eight (8) hours on a shift or forty (40) hours in any payroll week shall be paid for at one and one-half (1-1/2) times the Employee's regular straight-time hourly rate.
- (b) Weekend Work. All work performed on Saturday or Sunday shall be paid for at one and one-half (1-1/2) times the Employee's regular straight-time hourly rate.
- (c) Holiday Work. All work performed on a day recognized by the Town as a holiday set forth in Section 6.1, of this Agreement shall be paid for at one and one-half (1-1/2) times the Employee's regular straight-time hourly rate.
- (d) Pyramiding. There shall be no pyramiding of overtime.
- (e) Compensatory Time. In lieu of paying an Employee for time he or she works in excess of his or her normal workday, the Town and employee may agree for the Employee to receive compensatory time off for all or a portion of such time the Employee works, as assigned, in accordance with the requirements of applicable wage-hour laws. Barring such agreement normal overtime will be paid.

All compensatory time must be used within one (1) year from the date it is earned. Notwithstanding the above, an employee who has requested to use compensatory time and was denied shall be paid for such unused compensatory time if not used in the one-year time allotted. Employees with compensatory time earned before July 1, 2012, will be permitted to carry over the time until it is used or separated from employment.

## **5.3 Call Back**

Employees who are called in and report to work at hours outside their scheduled shift shall be guaranteed a minimum of three (3) hours' pay at the applicable overtime rate.

#### **5.4 Longevity**

- (a) Eligibility. Each Employee hired on or before July 1, 2014, who has completed ten (10) years of service with the Town will receive a longevity bonus each year in accordance with the following schedule:

- Ten (10) years of service                      \$350
- Fifteen (15) years of service                \$450
- Twenty (20) years of service                \$650

Employees hired after July 1, 2014, shall not be eligible for longevity bonuses.

- (b) Payments. The aforesaid bonuses shall be non-cumulative and shall be calculated on an hourly basis and added to the Employees' normal hourly rate used to calculate subsequent pay.
- (c) Determination of Length of Service. In all cases, in order to qualify for said bonuses, an Employee's length of service will be determined as of his anniversary date.

#### **5.5 Education Reimbursement**

Employees shall be eligible for reimbursement of 75% the expense of tuition, including books, for courses of study relevant to their Department that they successfully complete, provided:

- (a) No reimbursement shall be paid for any such course of study unless the course has been approved in advance by the Town Administrator, upon the recommendation of the department head.
- (b) Each such course of study must be, in the judgment of the Town Administrator, relevant to the work done by the employee in his current position or performed in Union positions to which such employee might reasonably be promoted.
- (c) In courses that are graded, a grade of "C" or better must be obtained.
- (d) Any such course is commenced after the effective date of this Agreement.

If an Employee who has received a reimbursement voluntarily quits or retires from the Town's employ within one (1) year after having been reimbursed, the Town shall be entitled, without prior notice, to deduct from the Employee's final pay and other monies due the Employee upon termination of employment an amount equal to the applicable reimbursement

## **5.6 Pay Frequency and Deposit**

The pay period is two (2) weeks in length beginning on a Sunday and ending on a Saturday (14) days later. All wages shall be paid one week in arrears and through Direct Deposit on the Thursday after the end of the pay period. In the event that both of the other two Town bargaining units agree to move to a Friday check date, Employees of this bargaining unit will also go to a Friday check date.

**ARTICLE 6  
HOLIDAYS**

**6.1 Scheduled Holidays**

For all purposes throughout this Agreement, a holiday is defined as including only the following days:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Town Hall will close at 3:00 p.m. on New Year's Eve Day.

**6.2 Eligibility**

- (a) Each eligible employee on the active payroll shall be paid a regular day's pay at his or her regular straight-time hourly rate of pay for each holiday.
- (b) To be eligible for holiday pay, an employee must work his/her last scheduled work day before the holiday and his/her first scheduled work day after the holiday, unless he/she is on approved leave in accordance with and subject to the provisions of this Agreement on such days.

**6.3 Holidays on Weekends**

Holidays falling on a Sunday are observed on the following Monday. Holidays falling on Saturday are observed on the preceding Friday.

**6.4 Holidays during Vacation**

When a holiday falls during an Employee's vacation, the holiday will not be counted as a vacation day for that Employee.

**ARTICLE 7  
VACATIONS**

**7.1 Vacation Credits**

Employees who have completed their respective probationary periods will, beginning with their most recent date of hire, earn vacation time-off without loss of regular pay in accordance with the following schedule:

	<u>Vacation Earned Per Month</u>	<u>Maximum Vacation Earned Per Year</u>
From date of hire until successful completion of four (4) years' of service:	0.83 Days	10 Days
After successful completion of four (4) years' service until successful completion of ten (10) years' service:	1.25 Days	15 Days
After successful completion of ten (10) years' service:	1.66 Days	20 Days
After successful completion of twenty (20) years' service:	2.083 Days	25 Days

**7.2 Vacation Time Off**

Vacations are generally to be taken in the fiscal year earned, but may be accumulated up to but not exceeding an amount representing two years' accumulation. Employees hired after March 1, 2019, may not carry over more than five (5) weeks of vacation time into the new fiscal year.

Each employee shall have the option of being paid for all accrued and unused vacation time, except for 2 weeks. Employees must indicate their intent to exercise this option within 30 days of ratification of this Agreement by both parties. Once an employee has exercised this option, he/she shall not be permitted to carry over more than 2 weeks of unused vacation each year and any unused accrued vacation time in excess of 2 weeks shall be paid at the rate in which it was earned in the first paycheck following June 30 of each year.

In the event of Military leave or termination, the Employee involved shall be paid all current vacation pay earned but unused by him or her as of his or her last day worked.

#### **7.4 Vacation Scheduling**

Vacation time-off shall be scheduled and not unreasonably denied by the Department Head, who shall consider the desires of the Employees and the needs of the department in arriving at the vacation schedule. No Employee may take vacation time-off until he or she has successfully completed six (6) months service as a Town employee.

#### **7.5 Payment of Vacation to Estate**

In the event an employee dies, his or her beneficiary or estate shall be paid all current vacation pay earned by him or her but unused as of the date of death.

**ARTICLE 8  
LEAVES**

**8.1 Sick Leave**

- (a) Definition. For all purposes throughout this Agreement, sick day is defined as time off from work, without loss of regular pay, caused by the Employee's illness, injury, or other medical disability, including, but not limited to, pregnancy and any other reasons as mandated by the Connecticut state statutes governing paid sick leave. Sick days shall only be applied as specifically provided herein.
- (b) Family Sick Leave. Each Employee may use up to forty (40) hours of paid sick leave a year (July 1-June 30) for a child's or spouse's: illness, injury or health condition; the medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or preventative medical care. For purposes of this Section, "child" is defined as under the age of eighteen, or eighteen or older if incapable of self-care because of mental or physical disability. For purposes of this Section, "spouse" is defined as husband or wife. The Town shall reduce the Employee's sick leave accumulation under Section 8.1(a) above for all such Family Sick Leave at the time of such use.
- (c) Eligibility. Eligibility for sick days is subject to the following terms and conditions:
  - i. The Employee must notify his or her supervisor by no later than his or her scheduled starting time on the first day of absence caused by his or her medical disability. If the Employee knows in advance that he or she will be absent (i.e., for scheduled hospitalization, treatment, etc.), he or she must notify the supervisor of the anticipated absence as soon as practicable. In each case, the employee is required to state the reason for and the estimated length of the absence. However, the reason for absence shall not be interpreted as requiring the employee to give unnecessary details about his/her illness.
  - ii. If any Employee is absent for a non-work related illness or injury for a period of three (3) or more consecutive work days, the Town shall have the right to require the Employee to provide a medical doctor's certificate.
  - iii. During any period of absence for medical reasons, the Employee must keep his or her supervisor apprised of any changes in his or her condition that might impact the anticipated date of return to work.
  - iv. In the event that an Employee does not return to work promptly after his or her disability has ended and on the date scheduled, the employee will be deemed to have resigned effective at the end of his or her period of disability, and his or her employment will terminate accordingly.

Nothing herein will be construed so as to limit in any way the Town's right to verify the legitimacy of any absence or any claim for a sick day if the Town



has reasonable suspicion of sick leave abuse or to require an Employee to provide the Town with proof, satisfactory to the Town, that the employee is (A) too sick or otherwise medically incapacitated to work as assigned and/or (B) medically fit to perform the duties of the assigned job as a condition of returning to work.

- (d) Rate of Sick Pay. Paid sick leave at the Employee's regular rate of pay is granted to all regular full-time employees on the basis of one (1) day of sick leave for each month the Employee works up to a maximum of twelve (12) sick leave days per year during the first ten (10) years of service and thereafter two (2) days of sick leave for each month the Employee works up to a maximum of twenty-four (24) sick leave days per year.
- (e) Payment on Retirement/Death. Employees hired prior to January 1, 2008, will be permitted to accumulate unused sick leave days beyond one hundred fifty (150) sick leave days and, at retirement or death (if still employed at the time of death), will receive one (1) day's regular pay for every three (3) days of unused sick leave he or she has accumulated in excess of one hundred fifty (150) days remaining at the time of retirement or death. Payment will be made at retirement or to the employee's estate or beneficiary upon death (if still employed at time of death) by separate check. This payment will not be included in the computation of the Employee's pension benefit. No payment will be made for any time less than one hundred fifty-three (153) days. Payment for time in excess of one hundred fifty-three (153) days will be prorated to the nearest hour where necessary.

The Town will have no obligation to pay any accumulated unused sick leave to any Employee hired on or after January 1, 2008, upon his or her retirement, death or termination of employment for any other reason.

- (f) Penalty for Abuse. The Town may discipline an Employee, up to and including discharge, for just cause for a failure to comply with the provisions of this Section or for otherwise abusing sick leave.

## **8.2 Personal Leave**

- (a) Each Employee shall be granted two (2) Personal Leave days in each fiscal year for carrying out important personal matters, including the observance of religious holidays. Use of Personal Leave time shall not be contiguous with the use of vacation time. (New hires with a hire date on and after January 1<sup>st</sup> may be absent for one day through June 30<sup>th</sup> without loss of regular pay.)
- (b) When possible, each Employee must submit a written request for such time off to his or her supervisor as far in advance as possible, and, under normal circumstances, not later than five (5) normal work days prior to the requested time off. Timely requests shall not be unreasonably denied.

### **8.3 Bereavement Leave**

An absence without loss of regular pay for up to five (5) normal work days shall be granted to an Employee who has a death of his mother, father, spouse, or his partner in a Civil Union as defined in Conn. Public Act or child, or step-child. An absence without loss of regular pay for up to three (3) normal work days shall be granted to an Employee who has a death of sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, parent-in-law, grandchild or grandparents. An absence without loss of regular pay of no longer than one (1) normal workday shall be granted to an Employee to attend the funeral of an aunt and/or uncle.

### **8.4 Jury Duty**

An eligible Employee who reports for jury duty on his or her scheduled work day in response to a summons issued by a state or federal court shall not lose his or her regular pay for such day or for succeeding days on which he or she is required to report or serve as a juror. Each regular day's pay will be offset by the per diem the Employee receives for such jury service. To be eligible for such pay, the Employee must report to work on each such day on which he or she is excused from jury service prior to the end of his or her regular work day, unless excused from so reporting by his or her supervisor.

### **8.5 Family and Medical Leave**

Family and medical leave will be granted to Employees in accordance with the applicable provisions of the federal and state Family and Medical Leave Act.

### **8.6 Return to Work Program**

Nothing in this Agreement shall be construed or applied to prevent the Town from establishing and implementing a return-to-work program, including, but not limited to, managed care and light-duty requirements, with respect to any Employee who has been disabled by a compensable injury or a non-compensable illness or injury. A grievance concerning the suitability of a light-duty assignment may be initiated and pursued in accordance with Article 16, Grievance Procedure, of this Agreement.

### **8.7 Workers' Compensation Salary Continuation**

An employee who is granted Workers' Compensation benefits shall receive his/her regular pay for six (6) months and the Town will be 100% responsible for supplementing the workers' compensation benefits.

After six months, the employee will continue to receive workers compensation payments but the percentage of the supplementation of the payments for an employee to receive his/her regular pay will be in accordance with the following schedule:

- After six months, the Town will be responsible for supplementing the employee's workers compensation benefit up to 80% of the employee's pay and the employee can use accrued sick leave to continue to receive the remaining 20% of his/her regular pay.
- After nine months, the Town will be responsible for supplementing the employee's workers' compensation benefit up to 75% of the employee's pay and the employee can use accrued sick leave to receive the remaining 25% of his/her regular pay.
- After 12 months, the Town will no longer be required to supplement the employee's workers compensation benefit and the employee must use accrued sick leave to continue to receive his/her regular pay. If an employee has depleted all of his/her accrued sick leave, he/she may use any other accrued leave time to supplement his/her workers' compensation payments. An employee who does not have sufficient accrued leave time to supplement his/her workers compensation benefit shall only receive the statutorily required workers compensation benefit.

**ARTICLE 9  
GROUP INSURANCE**

**9.1 Medical Plan**

The Town shall make available to all eligible, regular, full-time Employees and their eligible dependents group medical coverage (“the Medical Plan”) in a High Deductible Health Plan at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement, in accordance with and subject to the terms and conditions set forth in the Benefits Summary documents provided by the current insurer.

The deductibles for the HDHP shall be \$2000 for employee and \$4000 for employee plus one or family.

**9.2 Prescription Drug Plan**

The Town shall make available to all eligible, regular, full-time Employees and their eligible dependents group prescription drug coverage (“the Prescription Drug Plan”) at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement, in accordance with and subject to the terms and conditions set forth in the Prescription Drug Plan documents as modified by the Insurance Agreement between the Town and the Union, and in this Article:

Effective July 1, 2019, the Prescription Drug Plan shall include the MAC B provision:  
MAC B – The Employee is responsible for the lowest copay, plus the cost difference between the brand and generic if the brand is dispensed when requested by the employee. If brand is dispensed because the physician wrote “dispense as written, no substitutes” then the Employee only pays the brand copay.

**9.3 Dental Plan**

The Town shall make available to all eligible, regular, full-time employees and their eligible dependents group dental coverage (“the Dental Plan”) at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement, in accordance with and subject to the terms and conditions set forth in the Dental Plan documents as modified by the Insurance Agreement between the Town and the Union and in this Article. Effective July 1, 2019, the Town shall also make available to all eligible, regular full-time Employees and their eligible dependents an optional “buy-up” group dental plan that includes tooth implant and adult orthodontia coverage provisions and the Town shall not pay more than the cost of the existing basic dental plan.

**9.4 Vision Plan**

Effective July 1, 2019, the Town shall make available to all eligible, regular full-time Employees and their eligible dependents a group vision plan and the Town shall pay 50% of the premium cost.

## **9.5 Cost**

The Town shall be required to pay no more than the percent identified below of the premium cost for coverage of an eligible Employee and his or her eligible dependents under any Medical Plan and for coverage under the Prescription Drug Plan that the Town offers pursuant to this Agreement.

The Town's share of the premium cost for the Medical Plan, Prescription Drug Plan (whether incorporated as part of the Medical Plan or not) and the Dental Plan offered pursuant to this Agreement shall be as follows:

- a. Dental Plan: The Town shall continue to pay ninety percent (90%) of the premium cost for coverage of an eligible Employee and his or her eligible dependents under the Dental Plan that the Town offers pursuant to this Agreement.
- b. High Deductible Health Plan/Health Savings Account

The premium cost for coverage of an eligible Employee and his or her eligible dependents under the High Deductible Health Plan (HDHP) shall be as follows:

- Effective July 1, 2019, the Town shall pay 92.5% of the premium cost;
- Effective July 1, 2020, the Town shall pay 91% of the premium cost; and
- Effective June 30, 2021, the Town Shall pay 90.5% of the premium cost.

A Health Savings Account (HSA) will be provided to participants in the HDHP, and the Town will fund the HSA in an amount equal to 50% of the applicable deductible. The HSA will be funded annually, on the first pay period following July 1st.

If an employee is precluded from fully participating in the Health Savings Account because he or she does not meet the minimum requirements of federal tax law and/or regulations, the Town shall provide the employee with access to a Health Reimbursement Account (HRA). The Town's annual contribution to the HRA shall not exceed its annual contribution to the HSA based on the employee's coverage.

## **9.6 Cost Savings Opportunities**

- (a) Each Employee covered by the Town's Medical and/or Prescription Drug Plan shall have the option, during the Town's annual open-enrollment period, to reject coverage under such Plan and receive in lieu of such coverage a payment equal to one-third (1/3) of the annual premium cost for the least expensive health plan offered by the Town at the level of coverage in which the employee is eligible at the time of the annual open enrollment (employee only, employee plus one, family). Such payment in lieu of coverage shall be available in each Plan Year in which the Employee elects to reject such coverage during the annual open-enrollment period.
- (b) Each Employee who rejects coverage under either or both of such Town-sponsored Plans as provided in subparagraph (b) above may, at his or her option during the Town's

next annual open-enrollment period, apply to reinstate coverage under either or both such Plans previously rejected provided the Employee authorizes the Town to resume deducting the Employee's premium share for such coverage, described above, from his or her regular pay. If the Employee applies because he or she has lost coverage due to the death of a spouse, divorce or legal separation or termination of spouse's employment, the Employee will be reinstated on the first day of the month following the approval of the application. Employees who once rejected such coverage and apply for reinstatement of coverage under either of both such Plans shall not have to prove insurability.

- (c) To be eligible to receive the one-third (1/3) payment as provided in subparagraph (a) above, an Employee must have been enrolled on or before June 1, 2003 and must be an active participant in the plans from which the Employee is rejecting coverage.

### **9.7 Short-Term Disability Plan**

The Town will make short-term disability coverage available to each eligible Employee who has satisfactorily completed at least six (6) months of continuous service. Benefits equal to sixty percent (60%) of the eligible employee's regular daily rate of pay will begin on the eighth (8<sup>th</sup>) calendar day following the employee's last day worked and will continue for up to six (6) months of continuous absence due to the disability. Benefit payments will be reduced by any amount paid the employee through workers' compensation, social security, sick leave and any other offset normally found in short-term disability policies. Employees will not be required to contribute to the premium costs for such coverage.

Employees shall only be eligible for up to a combined total of six (6) months (does not have to be continuous) of STD in any rolling twelve (12) month period. Employees who have not met these conditions can use any accrued unused sick time for an absence that would normally qualify under the STD Plan.

### **9.8 Life Insurance**

The Town will provide group term life insurance coverage for each regular full-time Employee in an amount equal to the employee's regular annual pay at no cost to the employee. The parties agree that life insurance coverage for full time employees will not be reduced at age 70; however, the Town reserves the right to determine the method of providing the coverage for those employees over 70 years of age.

### **9.9 Change of Carriers**

Nothing provided herein shall be construed or applied to discontinue or curtail the Town's inherent right to change insurance carriers or to self-insure in whole or in part, at any time, provided the coverage described in this Agreement continues to be made available at a level that is substantially equivalent to the level of covered services available under the Plans in effect as of the effective date of this Agreement or as modified during the term of the Agreement. The Town shall provide

the Unit President with as much advance notice of a change in carriers as practicable under the circumstances, but in no event less than thirty (30) days in advance of the change

**9.10 Disputes Relating to Benefits**

Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Town to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Employee directly with the respective insurance carrier or the outside Plan Administrator and shall not subject the Town to any claim in any forum. In no event shall the Town be considered to be an insurer or a guarantor of any covered services or benefits.

**9.11 Reimbursement Account Plan**

The Town will continue, pursuant to the provisions of Section 125 of the Internal Revenue Code, a Reimbursement Account Plan (an “RA Plan”) for the purpose of enabling eligible Employees to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, into an account from which, during the course of the Plan Year, they can be reimbursed for their share of Group Insurance Premiums (Premium Conversion), Health Care costs (Health Care Reimbursement) which are not covered by the Medical or Dental Plans described in this Article, and Dependent Care costs (Dependent Care Reimbursement).

**ARTICLE 10  
PENSION**

**10.1 Pension Plan**

Pensions for Employees shall be governed by and subject to the terms and conditions set forth in the “Town of Darien Employee Retirement Plan” which will be amended in accordance with Exhibit 1.

**10.2 Pension Board**

Annually, during the month of May, the Town shall conduct an election among all persons employed by the Town who are covered by the Pension Plan for the purpose of electing one such person as a member of the Pension Board for one fiscal year beginning the ensuing July 1. In the event the person so elected fails to complete his or her term, the Town shall, in the month immediately following the incumbent’s departure, conduct an election to choose a replacement for the balance of the term from among the persons covered by the Pension Plan.



**ARTICLE 11  
NO STRIKE/LOCKOUT**

**11.1 Scope**

Neither the Union nor any Employee shall engage in, encourage or tolerate any strike, picketing, leafleting, slowdown, sit-down or any interruption of work in any form for the term of this Agreement.

**11.2 Lockout**

The Town shall not engage in a lockout of its Employees during the term of this Agreement.

**ARTICLE 12  
BULLETIN BOARDS**

**12.1 Locations**

The Town will provide bulletin board space where Employees normally report for work, including, but not limited to, Town Hall and the Police Department, for use by the Union to post meeting notices, other notices of official Union business and as required by this Agreement.

**ARTICLE 13  
UNIFORMS**

**13.1 Uniforms and Allowances**

The Town will provide for work clothing as follows:

For Maintenance Employees and Mechanics	Short sleeve and long sleeve shirts, pants, and outer gear, including shoes or boots, as needed in the reasonable judgment of the Town.
For Deputy Fire Marshal	Reimbursement of up to \$600 annually for costs actually incurred by him or her in the purchase of necessary uniform clothing and turnout gear
For Animal Control Officer	Uniform provided by the Town including shoes. Reimbursement of up to \$600 annually for costs actually incurred by him or her for replacement of clothing and protective gear not provided by the Town that is ruined in the performance of job duties.
For Engineering Aide Officer Assistant Building Official Code Compliance Officer Environmental Protection  For Deputy Assessor	Reimbursement of up to \$600 annually for costs actually incurred by him or her for purchase of protective gear, the replacement of clothing and shoes ruined in the performance of job duties, or the purchase of clothing necessary to comply with the requirement to display the Town seal, logo, or department name on the outermost garment.

All employees who perform field work and do not wear a uniform must display the Town seal, logo or department name on their outermost garment. The Town will not reimburse employees for the replacement of undergarments such as underwear, t-shirts, and socks.

An employee will be reimbursed within ten (10) business days from the date in which he/she has submitted his/her reimbursement request provided it contains the required documentation and approvals necessary to process the request.

**13.2 Tool Allowance**

Employees regularly assigned as Maintainer II/Fleet Mechanic, Maintainer I or II shall be eligible for annual tool allowance up to \$500 to compensate for the wear and loss of their personal mechanic's tools incurred in the performance of their job duties.

**ARTICLE 14  
DISCIPLINE AND DISCHARGE**

**14.1 Discharge and Suspension**

No Employee shall be discharged or suspended without pay except for just cause. An Employee disciplined in any manner that results directly in a loss of pay shall have recourse to the Grievance and Arbitration Procedures set forth in this Agreement.

**14.2 Discipline**

Any Employee who receives lesser discipline shall have recourse to the Grievance Procedure but shall not be permitted to process such grievance beyond Step 2. The Town will provide the Union/UPSEU with a copy of written reprimands, written notices of disciplinary suspension and written notices of discharge issued to Employees

Any Employee who receives a written reprimand or a written notice of disciplinary suspension or discharge may submit a written rebuttal to his or her supervisor within ten (10) working days of receiving said written reprimand or written notice of disciplinary suspension or discharge. Said rebuttal shall be placed in the Employee's personnel file.

In the event of an arbitration pursuant to Article 16, the Union and the Town shall have the right to submit evidence relating to any written reprimand or written notice of disciplinary suspension or discharge and any written rebuttal thereto and the arbitrator shall consider whether the Town had just cause to issue any lesser prior discipline used to support the employee's suspension or discharge.

**ARTICLE 15  
MISCELLANEOUS POLICIES**

**15.1 Travel Policy**

The Town will continue to apply the most current Town of Darien Motor Vehicle Use Policy and Travel Expense Policy to employees eligible for coverage under the terms of those Policies.

**15.2 Reasonable Accommodation**

It is agreed that, notwithstanding any other provision of this agreement, it shall not be a violation for the Town to apply different terms, conditions, or privileges of employment for any Employee when it is necessary for the Town, pursuant to its obligations under the Americans with Disabilities Act of 1990, as amended, to provide a reasonable accommodation to that Employee. The Town will confer with the Employee and the Union before providing any such reasonable accommodation to the employee.

Actions taken by the Town to make such reasonable accommodation shall not be subject to the grievance procedure set forth herein.

**ARTICLE 16  
GRIEVANCE PROCEDURE**

**16.1 Definitions**

- (a) A “grievance” is a written claim by an Employee or the Union that a specific provision expressed in this Agreement has been violated, misinterpreted or misapplied by the Town.
- (b) A “Grievant” is any Employee or the Union filing a Grievance.
- (c) A “Day” is a day on which an Employee is scheduled to work (excluding overtime work).

**16.2 Procedure**

All Grievances shall be processed exclusively in accordance with the following procedure:

- (a) Step 1: Department Head
  - i. Within ten (10) working days after the alleged event on which the Grievance is based or when the employee reasonably knew or should have known the Grievant must submit the Grievance to the Department Head directly or through the Union Steward. The Grievance must set forth a brief description of the claim(s) on which the Grievance is based and specify the Article and Section of this Agreement allegedly violated, misinterpreted or misapplied.
  - ii. The Department Head shall, within seven (7) working days after receipt of the Grievance, take one or more of the following steps: (A) confer with the Grievant and the Union Steward in an attempt to resolve the Grievance, (B) answer the Grievance in writing with or without such a conference, and/or (C) direct the Grievant to proceed to the next step.
- (b) Step 2: Town Administrator
  - i. If the Grievance is not resolved at step 1, and the Grievant wishes to proceed further, the Grievant shall submit the Grievance to the Town Administrator within ten (10) working days after receipt of the response to the Step 1 Grievant, or in the absence of such response, within seven (7) working days after the time allowed the Department Head for giving such a response.
  - ii. The Town Administrator and/or his/her designee shall, within seven (7) working days after receipt of the Grievance, confer with the Grievant and the Union Steward in an attempt to resolve the Grievance. If the grievance is not resolved, the Town Administrator or his/her designee shall set out the Town’s

position in writing and deliver same to the Grievant within seven (7) working days following the conference.

(c) Step 3: Arbitration

- i. If the Union wishes to proceed further, the Union must file a Demand for Arbitration with the American Arbitration Association in accordance with its Voluntary Rules for Labor Arbitration and subject to the following terms and conditions:
- ii. The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in this Agreement.
- iii. The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Town Administrator, postmarked within the ten (10) working days immediately following the Grievant's receipt of the Town Administrator's response at Step Two.
- iv. The Arbitration must be in accordance with the American Arbitration Association's Voluntary Rules for Labor Arbitration in effect at the time the Demand for Arbitration is filed.
- v. The Demand for Arbitration must be limited to the same Grievance submitted to the Town Administrator at Step Two.
- vi. The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, the Town violated, misinterpreted or misapplied the specific provision expressed in this Agreement as alleged in the grievance. The Arbitrator will have authority to render awards consistent with the provisions of this Agreement and the aforesaid rules.
- vii. The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.
- viii. The cost of the arbitration (including Arbitrator's fees and hearing room rental, if any, but excluding lawyer's costs and any other costs incurred exclusively by one party) will be shared equally by the Town and the Union.
- ix. Grievances must be filed for arbitration separately, and an Arbitrator may not hear or decide multiple Grievances unless the Town and the Union agree, on a case-by-case basis, to allow the Arbitrator to do so.
- x. Regardless of whether the Grievant is an employee or the Union, only the Union shall have the authority to process a Grievance to arbitration.

### **16.3 Extension of Time Limits**

The time limits specified herein are of the essence and may only be extended by mutual written agreement of the Town and the Union. Failure by the Grievant to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Town. Failure by the Town representatives to meet or respond to the Grievance within the time limits provided herein shall permit the Grievant or the Union, as appropriate, to process the Grievance to the next step provided they do so within the time limits set forth herein.

### **16.4 Union Representation**

Grievant will be permitted to be accompanied by the Union's steward and/or the Union's Business Representative at all grievance meetings and arbitration hearings except at Step 1, where only the Steward will be permitted. One (1) Union representative may attend a grievance or arbitration hearing without loss of pay, provided that the representative shall be paid only if the hearing takes place when the representative is regularly scheduled to work.

### **16.5 Officers of Union**

The Union shall keep the Town Administrator and the Department Head supplied with a current list of its officers and a current Union address and telephone number. All notices required by this Article shall be deemed provided if they are either mailed to the Union, or given to the person designated by the Union as its president.

### **16.6 Sole Procedure**

The grievance procedure contained herein, including arbitration, shall be the exclusive method of resolving grievances.

### **16.7 Town Grievance**

The Town shall have the right to file a Demand for Arbitration with the American Arbitration Association at any time if the Town claims that the Union has violated this Agreement, provided that the Town shall pay the arbitration costs.



**ARTICLE 17  
GENERAL SAVING CLAUSE**

**17.1 Severability**

If any provision of this Agreement is adjudicated invalid by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

**ARTICLE 18**  
**MEMBERSHIP DUES/SERVICE FEES**

Each employee shall have and be protected in the exercise of, the right to join and remain as a member of, and the right to refuse to join or become a member of, the Union, free from interference, restraint or coercion.

**18.1 Dues Checkoff**

The Town shall make deductions from each regular paycheck it issues to each Employee in an amount equal to a pro rata portion of the regular annual membership dues uniformly required of Union members or the uniform annual service fee if an employee voluntarily chooses to pay such a fee, as appropriate, provided that, as a condition precedent to making such a deduction, the employee from whose pay the deduction is made has delivered to the Town the written authorization directing the Town to make such deduction. The amounts so deducted shall be transmitted to the Treasurer of UPSEU no later than the fourteenth (14<sup>th</sup>) day of the month following the month in which such deductions are made. No deductions shall be made for the purpose of collecting delinquent dues or fees. The authorization signed by the employee shall be made on the official Union Authorization Payroll Deduction Card. Notice of increases in the regular annual membership dues and fees of the Union must be given to the Town at least thirty (30) days in advance of any increased deduction. Should an employee rescind his or her authorization at any time, the Town will immediately cease all deductions under this article.

**18.2 Hold Harmless**

The Union shall indemnify and hold the Town harmless against any claim made by any employee against the Town or any of its officers or officials by reason of any action taken by the Town pursuant to the provisions of this Article.

**ARTICLE 19**  
**TELECOMMUNICATIONS DISPATCHERS**

This article contains terms and conditions which apply only to the classification of Telecommunications Dispatchers. All other terms and conditions in the collective bargaining agreement between the Town and Union shall also apply to the Telecommunications Dispatcher classification except as modified, changed, or replaced by this Article which is specific to the Telecommunications Dispatcher classification.

**19.1 Work Schedule**

- (a) Within thirty (30) days of RTM approval of this agreement, all Telecommunications Dispatchers will work on a rotating work schedule in accordance with the Yates Plan.
  - i. The Telecommunications Dispatchers will work an 8-hour day shift with a 30-minute unpaid lunch break. The Town may hire additional Telecommunications Dispatchers to work an 8-hour second and/or third shift. The Telecommunications Dispatcher(s) may leave police grounds during the break, unless emergency conditions dictate otherwise.
  - ii. Article 5.2(b), Overtime for Weekend Work, does not apply to Telecommunications Dispatchers as Saturdays and Sundays are normal scheduled workdays within the rotation and as such they will be paid straight time for such work.
- (b) Exceptions to the normal schedule for Telecommunications Dispatchers on Holidays are as follows:
  - i. **Independence Day Fireworks.** One or more Telecommunications Dispatchers shall be assigned to work a 2:30 p.m. to 11:00 p.m. shift the day Town Fireworks are held and receive straight-time pay.
  - ii. **New Year's Eve.** One or more Telecommunications Dispatcher(s) shall be assigned to work a mandatory 6:30 p.m. to 3:00 a.m. shift (starting on 12/31 and ending on 1/1) in lieu of the standard day shift and will be paid at straight time.
- (c) The Telecommunications Dispatcher positions are classified as "Essential" and are required to report to work and remain at work during times when Town Hall Offices close due to inclement weather or for other reasons.
- (d) The Telecommunications Dispatchers may be required to work mandatory overtime in the event of an emergency or natural disaster as declared by the Chief of Police or the ranking duty officer with notification to the Administration of the Police Department.

- (e) The maximum number of hours that a Telecommunications Dispatcher may work consecutively is sixteen (16) hours, except in an emergency as designated by the Chief of Police or the ranking duty officer with notification to the Administration of the Police Department.
- (f) Telecommunications Dispatchers may swap shifts with each other with the advance approval of the Administrative Lieutenant. Should he/she not be reasonably available, members of the Department Command Staff are authorized to approve switches for Telecommunications Dispatchers with timely notification to the Administrative Lieutenant.

**19.2 Wages & Rates of Pay**

The Telecommunications Dispatcher classification is assigned to salary grade TC-4 within the Bargaining Unit and the rate of pay shall be based on an average of a 37.5-hour work week. The annual salary rates are as follows:

<b>Telecom. Dispatcher</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
07/01/2018	\$59,513	\$61,355	\$63,252	\$65,206	\$67,222	\$69,299	\$71,443	\$73,655
07/01/2019	\$60,852	\$62,735	\$64,675	\$66,673	\$68,734	\$70,858	\$73,050	\$75,313
07/01/2020	\$62,221	\$64,147	\$66,130	\$68,173	\$70,280	\$72,452	\$74,694	\$77,008

**19.3 Seniority**

If two (2) or more Dispatchers have the same amount of seniority, then the individual with the highest Telecommunications Dispatcher entry exam score shall be considered to have greater seniority.

**19.4 Holidays** – *Effective July 1, 2019 (Prior to 7/1/19, Holidays will be handled pursuant to the prior agreement.)*

- (a) Telecommunications Dispatchers may be scheduled to work on these designated Holidays as identified in Article 6 and shall be paid at straight time for work on a holiday. Telecommunications Dispatchers shall also receive 8 hours of Holiday pay for each designated Holiday (Employees shall receive 1.5 hours of Holiday Pay for New Year’s Eve). Holiday pay will be made in two (2) equal installments and included in the 2<sup>nd</sup> regular pay in December and May.
- (b) **Easter Sunday, Thanksgiving Day and Christmas Day.** Telecommunications Dispatcher(s) who work as scheduled on Easter Sunday, Thanksgiving Day or Christmas Day shall receive their regular straight-time pay for the time they work plus a bonus of four (4) extra hours’ pay for working an 8-hour shift on that day.
- (c) **Christmas Eve Day.** Employees who work on Christmas Eve Day shall receive their regular pay for the time they work on such day plus a bonus of two (2) extra hours for each and every shift they worked on such day.

## **19.5 Vacations**

- (a) **Vacation Scheduling.** Only one Telecommunications Dispatcher may be scheduled for time off (vacation or other leave or time off) at any particular shift. Telecommunications Dispatchers shall provide vacation/time off requests to the Administrative Lieutenant by May 15<sup>th</sup> each year for time off during the period, June 1 to December 31. If more than one Telecommunications Dispatcher has requested the same time off, the individual with the greatest seniority shall be granted the time off as long as the time off does not impact operational needs.
- (b) When a Telecommunications Dispatcher is unable to work a scheduled shift due to illness, scheduled time off, or for any other reason, the shift will be offered to a Telecommunications Dispatcher(s) who is not scheduled to work. If he/she declines the offer or the Administrative Lieutenant is unable to get in touch with that individual(s) after a reasonable attempt is made, a Police Officer may be assigned to provide coverage.

## **19.6 Uniforms**

Uniform clothing including shoes shall be provided and replaced by the Department as required. The Department retains the right to specify particular items of required uniform wear and to change or modify that specification at any time.

## **19.7 Training**

If the Town requires that a Telecommunications Dispatcher attend training or certification classes, the Town is responsible for the cost of such training, and the time spent in such classes shall be considered regular working time and shall be compensated accordingly. Mandatory training may be required on an employee's day off and will be compensated at the appropriate rate (e.g., straight time or time and a half if the employee works more than 8 hours in a day.) The Telecommunications Dispatcher will be required to wear the provided uniform to such training classes.

## **19.8 Probationary Period**

New hires in the class of Telecommunications Dispatcher shall be required to successfully complete a one (1) year Training Program that shall serve as the Probationary Period, and may be extended up to a maximum of an additional six (6) months.

## **19.9 Retirement**

Any Telecommunications Dispatchers hired on or after July 1, 2018, shall have the option of selecting the Town's Retirement Plan (if eligible to participate) or selecting the Town's defined contribution plan.

**ARTICLE 20  
DURATION**

**20.1 Term of Agreement**

This Agreement shall become effective on ratification by both the Town and the Union, and shall continue and remain in full force and effect up to and including June 30, 2021.

**20.2**

The contract shall be effective from July 1, 2018, through June 30, 2021.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this 1<sup>st</sup> day of March 2019.

TOWN OF DARIEN

DARIEN TOWN HALL  
EMPLOYEES'  
UNITED PUBLIC SERVICE  
EMPLOYEES UNION

By: Kathleen Buch  
Kathleen Buch  
Town Administrator

By: Michelle Varrone  
Michelle Varrone, President  
UPSEU Local 234

By: Laurie G. Dunn  
Laurie G. Dunn  
Director of Human Resources

By: Dan Bonfiglio  
Dan Bonfiglio  
Labor Relations Rep., UPSEU

By: Kevin Boyle  
Kevin Boyle  
President, UPSEU

**APPENDIX A  
SALARIES**

**Section A.1 Grade and Step Schedules – FY 2018-19**

- (a) Effective July 1, 2018, employees will be paid for time they work, respectively, at the regular annual salaries set forth for the Grade and Step to which they are assigned.
- (b) Payments at these rates will begin on the first pay period beginning after this agreement has been approved by the Representative Town Meeting (RTM) and will be retroactive to July 1, 2018. Retroactive payments will be made the second pay period after RTM approval.

Effective July 1, 2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Grade TC-1</b> Clerk Receptionist/Clerk Tax Collection Clerk	\$41,834	\$43,127	\$44,458	\$45,837	\$47,257	\$48,717	\$50,222	\$51,774
<b>Grade TC-2</b> Account Clerk I Asst. to Assessor I Maintainer I Secretary I	\$47,010	\$48,461	\$49,962	\$51,508	\$53,105	\$54,742	\$56,437	\$58,181
<b>Grade TC-3</b> Account Clerk II Asst. to Assessor II Asst. Town Clerk I Police Records & Property Clerk I Receptionist/Clerk II Secretary II	\$50,603	\$52,169	\$53,782	\$55,444	\$57,158	\$58,926	\$60,746	\$62,626

*Darien Town Hall Employees Union Agreement, 2018-2021*

<b>Effective July 1, 2018</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Grade TC-4</b> Administrative Secretary Assessor Support Specialist Maintainer II Office Support Specialist Payroll & Benefits Clerk Police Records & Property Clerk II Revenue Clerk Cashier	\$55,545	\$57,265	\$59,035	\$60,859	\$62,740	\$64,679	\$66,680	\$68,745
<b>Grade TC-5</b> Office Administrator Animal Control Officer GIS Specialist/Planner Asst. Town Clerk II Planner Maintainer II/Fleet Mechanic Deputy Assessor I Deputy Tax Collector I	\$60,057	\$61,916	\$63,832	\$65,807	\$67,840	\$69,939	\$72,102	\$74,331
<b>Grade TC-6</b> Asst. Building Official Environmental Protection Officer Code Compliance Officer Deputy Assessor II Deputy Tax Collector II Senior Planner Engineering Aide	\$73,933	\$76,220	\$78,577	\$80,966	\$83,509	\$86,095	\$88,756	\$91,503



**A.2. Grade and Step Schedule - FY 2019-20**

Effective July 1, 2019, Employees will be paid for time they work, respectively, at the regular annual salaries set forth for the Grade and Step to which they are assigned.

<b>Effective July 1, 2019</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Grade TC-1</b> Clerk Receptionist/Clerk Tax Collection Clerk	\$42,775	\$44,097	\$45,458	\$46,868	\$48,320	\$49,813	\$51,352	\$52,939
<b>Grade TC-2</b> Account Clerk I Asst. to Assessor I Maintainer I Secretary I	\$48,068	\$49,551	\$51,086	\$52,667	\$54,300	\$55,974	\$57,707	\$59,490
<b>Grade TC-3</b> Account Clerk II Asst. to Assessor II Asst. Town Clerk I Police Records & Property Clerk I Receptionist/Clerk II Secretary II	\$51,742	\$53,343	\$54,992	\$56,691	\$58,444	\$60,252	\$62,113	\$64,035
<b>Grade TC-4</b> Administrative Secretary Assessor Support Specialist Maintainer II Office Support Specialist Payroll & Benefits Clerk Police Records & Property Clerk II Revenue Clerk Cashier	\$56,795	\$58,553	\$60,363	\$62,228	\$64,152	\$66,134	\$68,180	\$70,292

*Darien Town Hall Employees Union Agreement, 2018-2021*

<b>Effective July 1, 2019</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Grade TC-5</b> Office Administrator Animal Control Officer GIS Specialist/Planner Asst. Town Clerk II Planner Maintainer II/Fleet Mechanic Deputy Assessor I Deputy Tax Collector I	\$61,408	\$63,309	\$65,268	\$67,288	\$69,366	\$71,513	\$73,724	\$76,003
<b>Grade TC-6</b> Asst. Building Official Environmental Protection Officer Code Compliance Officer Deputy Assessor II Deputy Tax Collector II Senior Planner Engineering Aide	\$75,596	\$77,935	\$80,345	\$82,788	\$85,388	\$88,032	\$90,753	\$93,562

**A.3. Grade and Step Schedule - FY 2020-21**

Effective July 1, 2020, Employees will be paid for time they work, respectively, at the regular annual salaries set forth for the Grade and Step to which they are assigned:

<b>Effective July 1, 2020</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Grade TC-1</b> Clerk Receptionist/Clerk Tax Collection Clerk	\$43,737	\$45,089	\$46,481	\$47,923	\$49,407	\$50,934	\$52,507	\$54,130
<b>Grade TC-2</b> Account Clerk I Asst. to Assessor I Maintainer I Secretary I	\$49,150	\$50,666	\$52,235	\$53,852	\$55,522	\$57,233	\$59,005	\$60,829
<b>Grade TC-3</b> Account Clerk II Asst. to Assessor II Asst. Town Clerk I Police Records & Property Clerk I Receptionist/Clerk II Secretary II	\$52,906	\$54,543	\$56,229	\$57,967	\$59,759	\$61,608	\$63,511	\$65,476
<b>Grade TC-4</b> Administrative Secretary Assessor Support Specialist Maintainer II Office Support Specialist Payroll & Benefits Clerk Police Records & Property Clerk II Revenue Clerk Cashier	\$58,073	\$59,870	\$61,721	\$63,628	\$65,595	\$67,622	\$69,714	\$71,874

*Darien Town Hall Employees Union Agreement, 2018-2021*

<b>Effective July 1, 2020</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Grade TC-5</b> Office Administrator Animal Control Officer GIS Specialist/Planner Asst. Town Clerk II Planner Maintainer II/Fleet Mechanic Deputy Assessor I Deputy Tax Collector I	\$62,790	\$64,733	\$66,737	\$68,802	\$70,927	\$73,122	\$75,383	\$77,713
<b>Grade TC-6</b> Asst. Building Official Environmental Protection Officer Code Compliance Officer Deputy Assessor II Deputy Fire Marshal Deputy Tax Collector II Senior Planner Engineering Aide	\$77,297	\$79,689	\$82,153	\$84,651	\$87,309	\$90,013	\$92,795	\$95,667

**APPENDIX B  
TRANSITION TO NEGOTIATED PAY PERIOD CHANGES**

Pursuant to negotiated changes in Section 5.6 of the collective bargaining agreement, effective with the second pay period after RTM approval of this agreement, Employees will receive payment of wages solely through Direct Deposit, and change from being “paid to date” to being paid one (1) week in arrears. This transition pay check will only include half of the Employees’ regular hours. In order to ease this transition to being paid one week in arrears, Employees will receive the retroactive wage increase back to July 1, 2018 (or hire date if later than 7/1/18) in this pay check. In addition, Employees may elect to sell back up to five (5) vacation days to be paid to the Employee in this pay check. This one-time option does not impact future vacation accruals and carryovers. If an Employee has a balance of three (3) or fewer vacation days, they may sell back up to two (2) personal leave days. In the event that the Darien Police Association agrees to move to a Friday check date, Employees of this bargaining unit will also move to a Friday check date.

**APPENDIX C**

**IMPACT NEGOTIATIONS ON  
FLEXIBLE SCHEDULES AND PERFORMANCE EVALUATIONS**

As part of the negotiations for the 2018-2021 contract, the parties discussed: (1) language changes in Section 4.2 concerning flexible schedules; and (2) new language concerning performance evaluations. The parties did not reach consensus on these issues during the full contract negotiations, but agreed to have representatives from the Union and Management meet and participate in impact negotiations on these two issues. The parties shall commence impact negotiations on these issues within eight (8) weeks of RTM approval of this agreement.

**EXHIBIT 1  
PENSION**

NOW THEREFORE, the Town and Union agree as follows:

Section 50-91 of the Darien Code of Ordinances shall be amended to include the following language:

1. Effective July 1, 2017, no annual retirement benefit shall exceed a maximum of seventy percent (70%) of the employee's "average annual compensation" as defined in Section 50-36.

Notwithstanding the above:

2. Employees with at least twenty-five (25) years of credited service in the pension plan on 7/1/17 shall not receive an annual retirement benefit plan that is greater than:
  - (a) Seventy-five percent (75%) of the employee's "average annual compensation"
  - or
  - (b) The percentage of the employee's "average annual compensation" that he/she would have been entitled to receive had he/she retired on 7/1/17.
3. The parties agree that the earliest date that either party may demand to make any additional changes to the Town of Darien Retirement System is earlier of the window period concurrent with the expiration of the Collective Bargaining Agreement between the Town of Darien and the Union which succeeds the current agreement (July 1, 2014 – June 30, 2018) or between January 1 and January 31, 2020.
4. All terms and conditions in the Town Retirement System as codified in Chapter 50 of the Darien Town Ordinance shall remain in full force and effect except as modified, changed, or replaced in accordance with the terms of this Stipulation.