

**DURHAM TOWN EMPLOYEES
LOCAL 1303-092 OF COUNCIL 4
AFSCME, AFL-CIO**

- And -

TOWN OF DURHAM

July 1, 2018 through and including June 30, 2021

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CONTRACT AGREEMENT
DURHAM TOWN EMPLOYEES
- And -
TOWN OF DURHAM

Covering Period July 1, 2018
through and including
June 30, 2021

PREAMBLE

Section 0.1

The following Agreement by and between the Town of Durham, Connecticut, hereinafter referred to as the Town, and Durham Town Employees, Local 1303-92 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the Union, is intended to meet the requirements set forth in Section 7-471-(3) of the Municipal Employee Relations Act of the General Statutes of Connecticut.

Section 0.2

Among other objectives, this Agreement shall provide an equitable and peaceful procedure for the resolution of differences of interest and interpretation in accordance with the grievance procedure specified herein. The Agreement and its implementation shall seek to maintain and promote a harmonious working relationship between members of the Union and the Town.

ARTICLE 1
RECOGNITION

Section 1.1

The Town recognizes the Union as the sole and exclusive bargaining agent pursuant to certification, as amended under Case No. ME-6292, dated March 4, 1981, and ME-26755 dated September 11, 2007 for all Town Hall, Library and Public Works Department employees working twenty (20) or more hours per week, excluding the First Selectman's Secretary and elected or appointed officials and Supervisors.

Section 1.2

The Union recognizes the First Selectman or his/her designated representative as the sole representative of the Town for the purpose of collective bargaining.

Section 1.3

The Union and the Town agree to bargain in good faith on all proper matters relating to wages, hours and other conditions of employment.

ARTICLE 2
NON-DISCRIMINATION

Section 2.1

The Parties agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation, physical disability, religion, military service, sexual orientation, gender identity, union affiliation or non-membership within the union.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1

It is the right and responsibility of the Town, acting through its officials, departments and agencies, except as otherwise limited or modified by provisions of this Agreement, to determine the level and standards of services to be offered by the Town and its agencies; determine the standards for employment and promotion; assign and direct the work of its employees; take disciplinary actions; relieve its employees from duty because of lack of work or otherwise legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which Town operations are to be conducted; after consultation with the Union, determine the content of Job classifications; exercise complete control and discretion over the organization and technology of performing Town work; and to meet all of its legal responsibilities. These rights and responsibilities shall not be subject to any grievance or arbitration proceeding except as specifically provided for by and within this Agreement.

Section 3.2

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Town of Durham, including any of its Boards, Agencies, Departments, or Commissions, pursuant to the Town Charter, general or special acts of the legislature, Town ordinances, regulations or other types of lawful provisions over matters involving Town employees, including but not limited to, full control over the policies, practices, procedures and regulations with respect to employees of the Town covered by this Agreement, shall remain vested solely and exclusively in the Town of Durham.

ARTICLE 4
AGENCY SHOP

Section 4.1

All present employees covered by this Agreement shall be required to retain Union membership for the duration of this Agreement to the extent of paying such monthly dues as may be uniformly required of all members as a condition of continued employment. All new employees filling positions identified within certification of Case No. ME-6292 and ME-26755 must become and remain members of the Union, for the duration of this Agreement, to the extent of paying such reasonable initiation fee as may

be lawfully required and the monthly dues uniformly required of all members as a condition of continued employment. Union membership as described above shall be required on the employee's start date with the Town. The Town shall supply the Union President a list of all new Town employees monthly.

Section 4.2

The Union agrees to indemnify and hold harmless the Town for any loss or damages arising from the operation of this Article.

Section 4.3

In order to give effect to the proceeding, each member of the bargaining unit shall be required to sign an authorization form for dues check-off and withholding. Such deduction shall be made from the payroll paid during the first week in each and every month. A Town check, in the aggregate of dues withheld, shall thereafter be forwarded to the Council 4 Office, AFSCME, Local 1303. Transmittal of dues withheld shall be made as soon as practical, but not later than the tenth (10th) day of the month for which dues are payable. An alphabetized list of employees from whose wages deductions have been made shall accompany dues withheld.

Section 4.4

It shall be the responsibility of the Union to notify the Town in writing, signed by its Secretary of Local 1303 of such dues as it may lawfully establish and of the proper officer to whom transmittal shall be made.

ARTICLE 5 **HOURS OF WORK**

Section 5.1

The regular work week for employees in the bargaining unit shall be forty (40) hours. The work schedule shall be Monday through Friday for all employees other than the Library. Existing twenty (20) hours or more schedules shall remain in existence for the term of this Agreement.

Section 5.2

The regular schedule for forty (40) hours employees in the Public Works Department shall run from 7:00 A.M. to 3:30 P.M., Monday through Friday, with provision for one-half (1/2) hour unpaid lunch break. Any work performed during the scheduled lunch break shall be paid at one and one-half (1½) the employee's hourly rate of pay. Town will provide transportation to and from the job site to the Town garage or a restaurant at lunch or supper breaks when the foreman or supervisor in charge of the men deems that said trip can be accomplished within the one-half (1/2) hour unpaid lunch or supper break. Transportation will not be unreasonably withheld.

Section 5.3

The regular schedule for clerical and administrative personnel shall run between 8:00 A.M. and 5:00 P.M., Monday through Friday, with provision for one-half (1/2) hour unpaid lunch break.

Section 5.4

Clerical or administrative personnel desiring to do so may, with the prior approval of their respective supervisors, and the First Selectman, and with the concurrence of the Union President, having due regard for the service needs of the public, develop and follow either temporary and/or permanent work schedules other than that stated in Section 5.3. In order to ensure necessary interdepartmental coordination and functioning, such flex-times schedules will:

- A. begin no earlier than 7:00 A.M.;
- B. begin no later than 10:00 A.M.;
- C. end no earlier than 2:00 P.M.;
- D. end no later than 5:30 P.M.;
- E. provide scheduled public services on all scheduled work days;
- F. the provision of Section 5.5 shall not apply to Library employees;
- G. give rise to no premium payment for time worked unless as a result of "call-in" or total hours worked for the convenience of the Town exceeding eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

Section 5.5

The Town and the Union agree that the current Town Hall work schedule is based on flex time. In the event of failure of any employee to effectively carry out his/her function employing flex-time, the privilege of flex-time may be withdrawn, and the regular schedule shall thereafter apply. The withdrawal of flex-time schedule privilege shall be without prejudice to the employee's record and shall not be an action subject to grievance under the provisions of this Agreement.

Section 5.6

Any of the above notwithstanding, and following consultation with the Union, the Town shall have the authority, subject to the operating requirements of the Town or of a particular function thereof, to alter temporarily any work schedule.

Section 5.7

The Town agrees not to schedule split shifts or non-consecutive day schedules without prior consultation with the Union. Emergency schedules embodying the above may be employed, following an agreement with the Union. The Union specifically accepts the Library Schedule now in existence.

Section 5.8

The Town and Union agree that the Administrative Coordinator of Building Health and Engineering shall work a flexible work schedule and not be constrained by the provisions of Article 5, Hours of Work, or Article 6, Overtime. She shall be paid on the basis of the weekly hours set forth in Section 5.1.

Section 5.9

Notwithstanding any other provisions of Article 5, the Assistant Tax Collector shall work a flexible part-time schedule set and amended by the Tax Collector in accordance with the needs of the Tax Collector's Office.

Section 5.10

Work performed by Public Works employees during regular business hours, after Town Hall has been ordered closed, shall be compensated by time off at the rate of one and one-half hours for each hour worked. Such time shall be requested and taken prior to June 30th and, shall be approved in advance by the Road Supervisor or, in his absence, by the First Selectman. Such request shall not be unreasonably denied.

ARTICLE 6 **OVERTIME**

Section 6.1

An employee within the bargaining unit shall be entitled to payment at his/her regular rate of pay for each full hour or one-half (1/2) hour fraction thereof within the regular scheduled hours of work providing that the employee shall have been at the designated place of employment at and during the scheduled time of employment, ready, willing and able to carry out the functions of the position.

Section 6.2

An employee within the bargaining unit shall be entitled to and shall receive payment once at one and one-half (1½) times the appropriate hourly rate for work performed under any of the following conditions:

- A. Work in excess of eight (8) hours in any one (1) day.
- B. Work performed in excess of forty (40) regularly scheduled hours in any one (1) week.
- C. Work resulting from emergency call-in, not part of or annexed to a scheduled work period.
- D. Work performed by employees, excepting Library employees, on Saturday, Sunday, or any holiday identified as such by the contract. Library employees shall be entitled to and shall receive overtime payment if required to work on Sunday or a holiday.
- E. Employees scheduled to work on Sunday and/or employees who work on Sunday shall be paid double their hourly rate of pay for all hours actually worked.
- F. Work performed when the State is closed by order of the Governor of Connecticut.

Section 6.3

The opportunity to participate in overtime work shall be distributed among employees of appropriate similar job classifications as nearly equal as practical. A running record of overtime worked or charged shall be posted weekly covering the Public Works employees. An annual record of overtime shall be made available to the Union.

Section 6.4

Employees excused from working available overtime or emergency call-in time will be charged with having worked the overtime for purposes of establishing eligibility. Any employee called in to work outside their regular hours of work shall be paid a minimum of three (3) hours of pay at the appropriate rate except when overtime is prescheduled immediately before or after the employee's regular hours. When prescheduled, the employee will receive overtime for the time worked.

Section 6.5

Overtime shall be offered to employees in the following order:

- A. Qualified full-time permanent employees
- B. Qualified full-time probationary employees
- C. Qualified part-time permanent employees, if any.

Section 6.6

Any employee may be required to work overtime when no other suitable employee is willing or practically available and the employee has no justifiable excuse.

Section 6.7

It is mutually agreed by the Union and the Town that justifiable grievances arising from distribution of overtime shall be adjusted by provision of appropriate work opportunity. In the event of finding an inequity, the Town shall enjoy a sixty (60) calendar day period, from the date of the finding, within which to substantially correct inequity of overtime distribution by provision of work opportunity. Distribution differences of sixteen (16) overtime hours or less shall be considered normal and shall not be subject of grievance.

Section 6.8

The Town and Union agree that the Road Foreman shall be entitled to receive time and one-half for overtime only for (1) snow plowing work actually performed by him as a continuation of the past practice heretofore established by the parties; and (2) for other non-supervisory work actually performed by him in connection with a Town emergency and approved by the First Selectman; which in either case results in him working more than eight (8) hours per day or forty (40) hours per week. Except as otherwise set forth herein, the Road Foreman shall be considered ineligible for overtime compensation. The base pay rate used for the computation of such overtime shall be the

“Maintainer’s” rate. It is understood that the Road Foreman’s duties are primarily supervisory, and that he shall utilize his crew for snow plowing and other emergency-related duties to the maximum extent possible before performing any work which results in overtime compensation. This provision is without prejudice to the Town’s Unit Modification Petition dated January 21, 1997.

Section 6.9

Notwithstanding any other provisions of Article 6, the Assistant Tax Collector shall be entitled to receive payment once at one and one-half (1 ½) times the appropriate hourly rate for work performed under any of the following conditions:

- A. Work in excess of eight (8) hours in any one (1) day.
- B. Work performed in excess of forty (40) regularly scheduled hours in any one (1) week.
- C. Work performed on a Sunday or any holiday identified as such by the contract.

ARTICLE 7 **SENIORITY**

Section 7.1

Job Seniority shall be determined by total length of service in the employee’s classification. Probationary employees shall enjoy no seniority during the probationary period, but upon satisfactory completion of probation, their names shall be added to the seniority list from the date of appointment as probationary employees. Seniority calculations for part-time employees shall be prorated using 2080 hours of work to equal one year of seniority.

Section 7.2

Seniority shall not be broken by vacations, sick time, disciplinary suspensions, any authorized leave of absence not exceeding twelve (12) months in duration, or any involuntary call to military service for the duration.

Section 7.3

Employees who resign voluntarily or who are discharged for just cause shall lose all seniority, provided however, that employees who resign in good standing and who are returned to duty before the expiration of six (6) months, shall regain their seniority, provided however, that the period of separation will not count for seniority or entitlement to benefits based on length of service.

Section 7.4

By January 31st of each year, the Town will annually furnish to the Union a seniority list or list showing names and job titles of all employees in the bargaining unit.

Section 7.5

The President of the Union local shall have super seniority and shall be the last employee to be laid off by the Town within his/her division (Town Hall, Library or Public Works). If his/her position is eliminated, the President may bump into any other position within the Town for which he, or she, is qualified.

Section 7.6

The President of the Union local or his/her designee shall be allowed time off with pay to handle the processing of grievances, including arbitration, and alleged unfair labor practices, when meetings for said matters are scheduled during working hours.

Section 7.7

Vacancies and new positions shall be posted for a period of five (5) days, and shall be filled on the basis of seniority, ability, and fitness. However, if no present employee of the Town of Durham within this bargaining unit bids for the job or if no employee has the necessary skills required to perform the job, the Town may hire to fill the position.

Section 7.8

The Town shall not subcontract out bargaining unit work except for functions currently subcontracted, emergency matters and when Union employees are not available, or skilled, to perform the need function.

ARTICLE 8 **LAYOFFS**

Section 8.1

When a personnel reduction in any department or function is required for whatever reason, employees shall be laid off in inverse order of length of service.

Section 8.2

Whenever an employee is laid off within a department or function, he/she shall be entitled to replace any other employee within his/her respective seniority list, who has less seniority and is in a lower pay classification, provided he/she is qualified to fill the position. Such employee shall be assigned the maximum rate of pay of the lower job classification which assigned but shall not thereby receive compensation exceeding that of his/her prior employment.

Section 8.3

Employees laid off shall, for a period of two (2) years from the date of termination, be accorded employment preference, in accordance with length of total continuous municipal service, in being returned to their jobs if such job position is reinstated or to such other municipal position for which he/she may be qualified. To give effect to this Section, it shall be the responsibility of the employee to

file and to maintain an employment application containing a serviceable phone contact. Failure to respond within ten (10) calendar days to a certified letter offering a reemployment opportunity shall constitute a waiver of reemployment preference.

ARTICLE 9 **DISCIPLINE**

Section 9.1

All discipline including termination shall be for just cause.

Section 9.2

All disciplinary action may be appealed through the established grievance procedure.

Section 9.3

The Town recognizes the doctrine of progressive discipline. Progressive discipline is defined as:

- a. Verbal warning;
- b. Written warning;
- c. Suspension;
- d. Termination

Any of the above steps may be omitted, in the sole discretion of the First Selectman depending upon the severity of the discipline required.

Section 9.4

All suspensions and discharges must be stated in writing and a copy given to the Union and the employee.

ARTICLE 10 **NO STRIKE – NO LOCKOUT**

Section 10.1

The Union agrees that it will not call or support any strike, work stoppage or work slowdown during the period of this Agreement or any extension thereof and that individual employee job action shall be a justifiable basis for termination.

Section 10.2

The Town agrees that it will not engage in lockout of employees during the period of this Agreement or any extension thereof.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1

A grievance for purposes of this procedure shall be considered to be an employee or Union complaint concerned with:

- A. discharge, suspension or other disciplinary action;
- B. charge of favoritism; and
- C. Interpretations and application of rules and regulations and policies that affect work hours, wages and work conditions of the applicable department or divisions.

Section 11.2

Any dispute or grievance shall be handled as follows:

Step 1 – Within ten (10) calendar days of the time that an employee has knowledge of an event or should have had knowledge of an event, giving rise to a grievance, the aggrieved employee, with or without his/her Union representative, shall first discuss the matter with his/her supervisor. If the issue is not resolved, the employee shall state in writing his/her case to the First Selectman, who will use his/her best efforts to settle the dispute and give his/her answer in writing within five (5) working days.

Step 2 – With the exception of the Library employees, in the event the grievance is not adjusted to the satisfaction of the alleged aggrieved, the employee and his/her Union representative shall submit the grievance in writing to the First Selectman within fifteen (15) working days and a copy of said grievance shall be furnished to the Board of Selectmen. Within ten (10) working days from the date of receipt of said grievance, the First Selectman shall convene a meeting for the purpose of reviewing all of the facts germane to the grievance. Invited to the meeting shall be the grievant, and/or his/her designated representative, and such other persons as may be necessary for the equitable disposition of such grievance. The First Selectman shall render a written decision within ten (10) working days subsequent to the date of the meeting.

Step 2a – As to the Library employees only, in the event the grievance is not adjusted to the satisfaction of the alleged aggrieved, the Library employee and his/her Union representative shall submit the grievance in writing to the Library Board of Directors within fifteen (15) working days and a copy of said grievance shall be furnished to the Board of Selectmen.

Step 3 – In the event the grievance is not adjusted to the satisfaction of the alleged aggrieved at the conclusion of Step 2 or 2a, then the aggrieved or his/her designated representative may within ten (10) working days of receipt of answer as provided in Step 2 or 2a, request a hearing and a review of said grievance by the Board of Selectman. Such request shall be in writing and shall particularize the grievance itself and the alleged facts pertinent to the grievance including all correspondence relevant thereto. The Board of Selectman shall convene a meeting, conduct a hearing and review such alleged grievance, within a reasonable period of time, but not to exceed a period of thirty (30) days, of receipt of notice. Present at the hearing shall be the alleged aggrieved and/or his/her designated representative

and such other persons as may be required by the parties for the equitable disposition of such grievance. The Board of Selectman shall render to the alleged aggrieved or his/her designated representative its decision in writing within ten (10) working days from the conclusion of its hearing.

Step 4 – When any party is still aggrieved with the answer received from the Board of Selectmen, such party and his/her Union representative may submit the matter in dispute to arbitration by the State Board of Mediation and Arbitration. However, such matter shall be submitted to said Board within twenty (20) working days following receipt of the Board of Selectmen’s decision and the decision of the Board of Mediation and Arbitration shall be final and binding upon all parties.

Section 11.3

Any grievance not presented or followed up through the grievance procedure above outlined shall be deemed waived. If at any step in the grievance procedure, the Town fails to give its answer within the prescribed time, the grievance will automatically proceed to the next step unless time is extended by mutual consent in writing.

Section 11.4

At any time during the grievance procedure, either of the parties may request, in writing, a joint conference to expedite resolution of the grievance. The parties will meet thereafter within one (1) week from receipt of notice. The processing of the grievance will be suspended until conclusion of the joint conference.

Section 11.5

The State Board of Mediation and Arbitration shall be limited to the express terms of the contract and the Town’s written personnel policies applicable, and shall not have the power to modify, amend or delete any terms or provisions of the Agreement or the personnel policies.

Section 11.6

The expense of the arbitrator’s services and the proceedings shall be borne equally by the Town and the Union. If either party desires a verbatim record of the arbitration, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 12 **PENSIONS**

Section 12.1

There shall be a Defined Contribution Plan (MAP) and a Defined Benefit Plan that is a part of this contract (Appendix “C”). All members of the Union hired before July 1, 2017 shall participate in both Plans. Said plan expires on June 30, 2022.

Effective July 1, 2017, all new hires and any members of the Union with less than four years of credited service with the Town shall be entitled to participate in a 401(a) Defined Contribution Plan

("DC Plan"). Each employee who participates shall contribute six percent (6%) of their pay to the DC Plan. The Town shall make a matching three percent (3%) contribution for each employee who participate in the DC Plan. The Town shall offer semi-annual education meetings for all employees who participate in the DC Plan. Employees in the DC Plan will be given input as to the investment vehicles offered in the plan.

ARTICLE 13

SICK LEAVE

Section 13.1

Sick leave shall be considered to be absence from work with pay for the following reasons: illness or injury, except where directly connected to employment by an employer other than the Town of Durham.

Section 13.2

Each permanent full-time employee shall be credited with sick leave, with pay at the rate of one and one-quarter (1 ¼) days for each complete calendar month of service until the end of the fiscal year. Thereafter, each employee shall be granted fifteen (15) days with pay at the start of each fiscal year (July 1st). Sick leave accumulation shall be pro-rated for part-time employees. Sick leave accumulation shall be pro-rated for all employees for the fiscal year in which an employee terminates.

Section 13.3

Holidays and regular days off shall not be counted in computing sick leave taken

Section 13.4

Unused days of sick leave with pay shall be accumulated from fiscal year to fiscal year, with a limit of one hundred fifty (150) days total and may be used for the purposes specified herein if and when needed. Sick leave shall be granted for absence from duty because of illness, non-compensable bodily injury or disease, or exposure to contagious disease. When an employee retires under provisions of the Town's retirement plan, he/she will be paid for forty percent (40%) of the accumulated unused sick leave. Employees hired on, or after, July 1, 2015 shall not be entitled to the payout of any accumulated unused sick leave upon retirement.

Section 13.5

When an employee finds it necessary to be absent for any of the reasons specified herein, he/she shall cause the facts to be reported to his/her department head at the start of the scheduled workday except where sufficiently extenuating circumstances exist. Sick time shall be taken in increments of one-half (1/2) hour or more.

Section 13.6

The Town may require sufficient proof for use of sick leave. The Town will not normally require a doctor's certificate for absences of three (3) days or less, except in cases of suspected abuse.

Section 13.7

In cases of extreme emergency involving employees who, through serious or protracted illnesses have used up all accumulated sick leave, compensatory time off, and vacation leave, then an extension of sick leave beyond the maximum provided for in these rules may be granted by the Town, as may be provided in the Personnel Rules of the Town of Durham in effect at the time.

Section 13.8

Sick leave earned in any month of service shall be available at any time during any subsequent month.

Section 13.9

Sick leave shall continue to accumulate during leaves of absence, with pay, and during the time an employee is on authorized sick leave or vacation time. Sick leave shall not accrue during an unpaid personal leave of absence.

Section 13.10

No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal work week.

Section 13.11

Sick leave shall not accrue for any month the employee is on leave of absence without pay in aggregate of more than five (5) working days.

Section 13.12

There shall be maintained by the Town, a record for each employee of all sick leave taken and accumulated.

Section 13.13

Employees may use up to five (5) days of accumulated sick time per calendar year to care for a sick or injured family member as defined in Section 14.3.

Section 13.14

The Town agrees to abide by the provisions of the Family Medical Leave Act.

ARTICLE 14
SPECIAL AND FUNERAL LEAVE

Section 14.1

Special leave of three (3) working days shall be granted for attendance upon members of the immediate family whose serious illness (supported by a doctor's certificate) requires the care of such employees. Special leave shall be without pay.

Section 14.2

Funeral leave of not more than four (4) consecutive working days shall be granted in the event of a death in the immediate family of an employee. Funeral leave shall be with pay.

Section 14.3

Immediate family is defined for purposes of funeral leave to be father, mother, sister, brother, wife, husband, children, mother-in-law, father-in-law, grandparents, grandchildren, or any other relative living in the employee's household related either by blood or marriage to the employee.

Section 14.4

In the event the funeral for a member of the immediate family is out of state, an unpaid extra day of leave, or as many unpaid days as is deemed necessary by mutual agreement shall be allowed.

Section 14.5

Military leave as it appears in Personnel Rules shall be allowed.

Section 14.6

Each employee shall be entitled to three (3) personal days each fiscal year. During the employee's first year of employment, the personal days will be allotted on a pro rata basis. Employees must provide their supervisor with one (1) days' notice prior to taking personal days, except in extenuating circumstances. Personal days shall be taken in increments of one (1) hour or more.

ARTICLE 15
EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

Section 15.1

Employees desiring to review their official personnel folder will be permitted to do so during non-work hours by making an appointment with the First Selectman or his/her designated representative.

Section 15.2

The employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the mentioned folders. It is further agreed that the record which has not been disclosed to the employee cannot be used as a basis for disciplinary action.

ARTICLE 16 **ACCESS TO INFORMATION**

Section 16.1

The Town agrees to provide to the Union upon adequate notice, materials and information beneficial to the proper administration of this Agreement provided such production is not prohibited by law.

ARTICLE 17 **AGREEMENT TO BE CONTROLLING DOCUMENT**

Section 17.1

Where any rules, regulations or procedures of the Town are in conflict with any specific provisions of this Agreement, the Agreement shall prevail.

ARTICLE 18 **HEALTH AND SAFETY**

Section 18.1

The Town and the employees agree to abide by all health-safety standards covered under Conn. OSHA.

Section 18.2

Whenever an employee complains that his/her job is unsafe or unhealthy, the Supervisor shall take immediate action to investigate the facts and to initiate corrective action where possible. Conditions not correctable at function or department level will be reported at once to the First Selectman for appropriate resolution.

Section 18.3

The Town shall make available to each employee in the Public Works Crew pairs of gloves as proven needed, proper raingear and boots.

Section 18.4

The Town shall provide the Road Crew with any and all preventive inoculations recommended by the Health Director and approved by the Board of Selectmen.

ARTICLE 19
MILEAGE

Section 19.1

Employees shall receive the current IRS rate per mile for the use of their personal automobiles when engaged in Town business, and authorization has been given.

ARTICLE 20
PROBATION PERIOD

Section 20.1

All new employees hired in the Town Hall or Library shall be subject to a probationary period of four (4) months and shall have no seniority rights or recourse for grievances for discharge or termination during this period but shall be subject to all other provisions of this Agreement. During this probationary period, the immediate supervisor of the new employee shall evaluate employee performance and inform the employee if corrective measures are necessary before the probationary period is up. If during the four (4) month period the work performance is deemed unsatisfactory, termination may be made.

Upon successful completion of the probationary period employees shall be moved to step one (1) of the wage scale.

All new employees shall receive within their first thirty (30) days, a copy of the Union Agreement, Insurance Policy and Job Description.

Section 20.2

All new DPW employees shall be subject to a probationary period of one (1) year and shall have no seniority rights or recourse for grievances for discharge or termination during this period but shall be subject to all other provisions of this Agreement. During this probationary period, the immediate supervisor of the new employee shall evaluate employee performance and inform the employee if corrective measures are necessary before the probationary period is up. If during the one (1) year period the work performance is deemed unsatisfactory, termination may be made.

DPW employees shall be moved to step one (1) of the wage scale upon completion of month four of the probationary period.

ARTICLE 21
WORKER'S COMPENSATION

Section 21.1

Whenever an employee has incurred any work-related injury or disease, such occurrence shall be reported to the employee's immediate supervisor upon occurrence or identification.

Section 21.2

Absence subject to Worker's Compensation insurance benefits may be chargeable against sick leave as follows:

Section 21.3

Whenever an employee included in this Agreement has lost time and is entitled to receive Workers' Compensation benefits for injuries sustained while employed by the Town, said employee shall receive, if requested of the Town, the difference in the amount of weekly compensation benefits being paid and his/her regular salary, which difference shall be payable from the employee's accumulated sick leave as previously defined in Article 13.

Section 21.4

Said differential payment by the Town to the employee shall in no situation exceed the total accumulated sick leave available and credited to the employee at the time of said request.

Section 21.5

Said request by the employee to the Town to draw upon accumulated sick leave currently available in the employee's account, shall be made in writing and forwarded to the Office of the First Selectman.

ARTICLE 22 **HOLIDAYS**

Section 22.1

The following holidays shall be observed as a day off with full pay:

New Year's Day	Durham Fair Friday
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	1/2 Day before Christmas
Labor Day	Christmas Day
	1/2 Day before New Year's Day

Section 22.2

Whenever the holidays listed above fall on a Sunday, the following Monday shall be observed as the holiday.

Section 22.3

Whenever the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday, except that the Library will celebrate Saturday holidays on Saturday.

ARTICLE 23

INSURANCE

Section 23.1

HEALTH SAVINGS ACCOUNT (HSA)

The Town shall provide a \$2,000/\$4,000 Health Savings Account Plan as follows:

- Effective July 1, 2018, the Town shall contribute fifty percent (50%) of the applicable deductible in the first week of July. The premium share shall be as follows:
- July 1, 2018: 90.0% for the Town and 10.0% for the employee.
- July 1, 2019: 89.5% for the Town and 10.5% for the employee.
- July 1, 2020: 89.0% for the Town and 11.0% for the employee

Any advance is subject to repayment should said employee terminate employment prior to the end of the fiscal year on a pro rata basis.

The Parties agree to reopen the Agreement on health insurance provisions should the other members of the health insurance pool wish to consider the State Partnership Plan.

Section 23.2

A dental insurance plan shall be provided for the employee only. Employees may purchase this insurance coverage for their dependents, or comparable coverage, through private or other sources, including Riders. Dental Rider A and Dental Rider B are included in the insurance coverage for the employee only and the employee will pay 1/2 of the monthly premium for employee coverage for both riders.

Section 23.4

Effective July 1, 2008, the Group Term Life Insurance Policy for the employee only shall be \$30,000. After age 70 the policy benefit shall be \$15,000.

Section 23.5

The Town shall provide the insurance options set forth in APPENDIX A which is part of this Agreement. The Town will notify the union in writing within sixty (60) days of any intention to change carriers. The Union shall have no more than thirty (30) days of notification to review and review and approve such change. If the Union does not approve the proposed change, it shall submit a written statement detailing the reasons for such disapproval. Failure to submit to the First Selectman such statement within the thirty (30) day period shall be deemed approval of such change and a waiver of any opportunity to arbitrate the change.

Section 23.6

Employees who retire under the provisions of the Town's Pension plan may retain their group health plan coverage by paying the monthly premium for themselves and their dependents until they become eligible for Medicare.

Section 23.7

Employees who retire with 25 years of service and at least 55 years of age shall be eligible to receive ten 10% of their medical coverage paid for by the Town, if they have no other insurance options, until eligible for Medicare.

Section 23.8

New employees shall be eligible for insurance coverage on the first of the month following thirty (30) days of employment.

Section 23.9

The Town shall provide a full Section 125 Plan.

Section 23.10

Bargaining unit employees, who retire under the terms of the Town's Pension Plan, may continue to participate in the Anthem Medicare Supplemental Insurance Plan at the Town Group Rate.

ARTICLE 24 **VACATIONS**

Section 24.1

Employees shall receive vacation time with pay based on the following years of service:

Six (6) months to one (1) year	5 work days
One (1) year to four (4) years	10 work days
Five (5) years to nine (9) years	15 work days
Ten (10) years to nineteen (19) years	20 work days
Twenty (20) years to twenty-one (21) years	21 work days
Twenty-one years to twenty-two years	22 work days
Twenty-two years to twenty-three years	23 work days
Twenty-three years	24 work days
Twenty-four years and over	25 work days

Section 24.2

For the purposes of vacation time computation, the vacation year begins July 1 and ends June 30 to match the Town's fiscal year.

When additional vacation is earned based on years of service as noted above, specifically, one, five, fifteen, twenty-one through twenty-four years of service, the additional vacation time will be available on July 1, of the employee's anniversary year

Section 24.3

Each employee may be scheduled up to two (2) weeks' vacation time provided that the employees notify the Town no later than May 15th of each year.

If a conflict occurs on scheduling vacations, the person with the most seniority shall be given preference over least senior employees. Employees may carry over vacation time for one year. When vacation time is carried over, it must be used within one (1) year or it will be forfeited.

Vacation schedules will be considered to be approved if notification to the Town is before May 15 each year and the Town does not notify the employee by May 30th that the Town cannot excuse the employee for vacation during the times that the employee has chosen.

Section 24.4

Vacation days shall be taken in whole hour increments of one hour or more but shall not be taken in fractions of an hour.

ARTICLE 25 **UNIFORMS**

Section 25.1

The Town will furnish to Public Works employees only who are engaged in oiling and maintenance of Town Roads, four (4) uniforms per year consisting of four (4) pairs of pants and four (4) shirts plus one insulated coverall one every other year.

Section 25.2

In addition to the uniforms described above, the Town will purchase and pay for two (2) pairs of ANSE Standard Safety Shoes per year for all employees in the bargaining unit who are members of the highway crew. The above shoes for employees laying blacktop will be furnished during the first ten (10) days of July.

ARTICLE 26 **MEAL ALLOWANCES**

Section 26.1

Public Works employees only who are engaged in snow and ice removal activities on an overtime basis shall receive a meal allowance on the following basis:

Section 26.2

Employees on a full highway maintenance shift, which shift runs through the following times: 6:00 P.M.; 12:00 P.M.; 6:00 A.M.

Section 26.3

Said meal allowance for breakfast and lunch will be paid at the rate of ten dollars (\$10.00) per meal and twelve dollars (\$12.00) per meal for dinner.

Section 26.4

Any employee called in to work two (2) hours before the start of his or her normal shift shall be paid the meal allowance.

Section 26.5

One half (1/2) hour meal time break shall be provided and paid for at the appropriate rate of pay for each employee.

ARTICLE 27 **WAGES**

Section 27.1

The wages for each classification within the bargaining unit shall be increased by:

2.50% effective, and retroactive to, July 1, 2018

2.50% effective July 1, 2019

2.25 % effective July 1, 2020

Section 27.2

The wage and grade structure are shown in Appendix B.

ARTICLE 28 **SHIFT DIFFERENTIAL**

Section 28.1

An employee who works from 3:30 P.M. to midnight shift shall receive an additional fifty cents (\$.50) per hour above and beyond his regular hourly rate of pay. The shift differential will not apply to overtime worked by an employee who normally does not receive the shift differential.

Section 28.2

An employee who works from midnight to 7:00 A.M. shift shall receive an additional fifty cents (\$.50) per hour above and beyond his/her regular hourly rate of pay.

Section 28.3

The starting time for all highway employees shall be 7:00 A.M.

ARTICLE 29 **DURATION OF AGREEMENT**

Section 29.1

This contract shall become effective July 1, 2018 and remain in effect until June 30, 2021 and from year to year thereafter unless either party notifies the other no later than one hundred fifty (150) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

Section 29.2

Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than forty-five (45) days after such notice has been received by either party.

Section 29.3

This Agreement shall remain in full force and effect during such negotiations.

Section 29.4

This Agreement may be subject to amendment by mutual agreement between the Union and the Town. This Agreement shall not be altered, amended or changed except in writing, signed and ratified by both parties. Such amendments if any shall be thereafter appended hereto and made a part hereof.

ARTICLE 30 **PERSONNEL POLICIES**

Section 30.1

The Town shall make available to its employee's up-to-date copies of the Town's personnel policies.

ARTICLE 31 **VOLUNTEER EMERGENCY SERVICES**

Section 31.1

Any employee that is a member of a Durham volunteer emergency service and is called to respond during a regular work day will receive eight (8) hours pay for that day. Employee is required to return to work at the completion of the emergency if time is remaining in the work day.

ARTICLE 32
LABOR MANAGEMENT MEETINGS

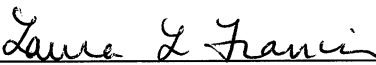
Section 32.1

LABOR MANAGEMENT MEETINGS – Nothing in this Agreement shall prevent the PARTIES from discussing and resolving mutual issues of concern, such as ‘Out of Class’ pay, but not limited thereto. Prior to any such meeting, either side will endeavor to give the other as much advance notice as possible.

Dated at Durham, Connecticut, this 6th day of September, 2018.

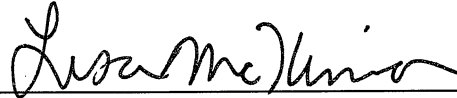
Signed, sealed and delivered in the presence of:

TOWN OF DURHAM

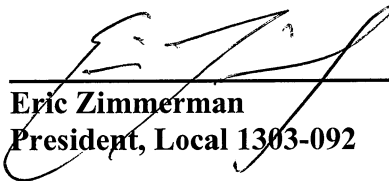


Laura L. Francis
First Selectwoman

LOCAL 1303-092 OF COUNCIL 4
AFSCME, AFL-CIO



Lisa McKinnon
Staff Representative
Connecticut Council 4
AFSCME, AFL-CIO



Eric Zimmerman
President, Local 1303-092



Jennifer Keogh
Vice-President, Local 1303-092

APPENDIX A
INSURANCE BENEFIT PLAN

APPENDIX B
JOB CLASSIFICATIONS AND HOURLY WAGE RATES

Effective July 1, 2018 (+2.50%)

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
1	Library Assistant Laborer	18.84	19.82	20.85	21.83
2	Bookkeeper Maintainer I Departmental Assistant Library Technician Assistant Tax Collector	24.06	25.26	26.54	27.84
3	Adm. Coordinator Asst. Assistant Town Assessor Hum. Services/Benefits Coordinator Recreation Director Maintainer II Mechanic/Maintainer	25.72	27.02	28.38	29.81
4	Crew Leader	29.67	30.68	32.10	33.01
5	Road Foreman	63,463	66,637	69,971	77,530

Step increases will be effective on the employee's anniversary date of employment.

APPENDIX B
JOB CLASSIFICATIONS AND HOURLY WAGE RATES

Effective July 1, 2019 (+2.50%)

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
1	Library Assistant Laborer	19.31	20.32	21.37	22.38
2	Bookkeeper Maintainer I Departmental Assistant Library Technician Assistant Tax Collector	24.66	25.89	27.20	28.54
3	Adm. Coordinator Asst Assistant Town Assessor Hum. Services/Benefits Coordinator Recreation Director Maintainer II Mechanic/Maintainer	26.36	27.70	29.09	30.56
4	Crew Leader	30.41	31.45	32.90	33.84
5	Road Foreman	65,049	68,303	71,720	79,468

Step increases will be effective on the employee's anniversary date of employment.

APPENDIX B
JOB CLASSIFICATIONS AND HOURLY WAGE RATES

Effective July 1, 2020 (+2.25%)

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
1	Library Assistant Laborer	19.75	20.77	21.85	22.88
2	Bookkeeper Maintainer I Departmental Assistant Library Technician Assistant Tax Collector	25.22	26.47	27.82	29.18
3	Adm. Coordinator Asst Assistant Town Assessor Hum. Services/Benefits Coordinator Recreation Director Maintainer II Mechanic/Maintainer	26.96	28.32	29.74	31.24
4	Crew Leader	31.10	32.15	33.64	34.60
5	Road Foreman	66,513	69,840	73,334	81,256

Step increases will be effective on the employee's anniversary date of employment.

**APPENDIX C
PENSION PLAN**

DEFINED BENEFIT PENSION PLAN FOR
EMPLOYEES OF THE TOWN OF DURHAM

SUMMARY PLAN DESCRIPTION

TO BE REVISED

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DEFINED BENEFIT PENSION PLAN FOR EMPLOYEES OF THE TOWN OF DURHAM

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

The Defined Benefit Pension Plan for Employees of the Town of Durham (the “Plan”) has been adopted to provide you with income for retirement. This Summary Plan Description (“SPD”) contains valuable information regarding when you may become eligible to participate under the Plan, your Plan benefits, your distribution options and many other features of the Plan. You should take the time to read this SPD in order to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Plan Administrator. The name and address of the Plan Administrator can be found in the Article of this SPD entitled “GENERAL INFORMATION ABOUT THE PLAN.”

This SPD describes the Plan’s benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

This SPD describes the current provisions of the Plan, as designed to comply with applicable legal requirements. The Plan is subject to federal laws, the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (“IRS”). We may also amend or terminate this Plan at any time. If the provisions of the Plan that are described in this SPD change, we will notify you.

ARTICLE I PARTICIPATION IN THE PLAN

Am I eligible to participate in the Plan?

Full-time employees, those working at least twenty (20) hours per week, are eligible to participate in the Plan.

When am I eligible to participate in the Plan?

You will be eligible to participate in the Plan once you satisfy the requirements below. However, you will actually enter the Plan once you reach the Entry Date as described in the next question.

You will be eligible to participate in the Plan on the latest of:

- (a) July 1, 1990;
- (b) the date you have completed one (1) Year of Service with the Town; and
- (c) the date you have attained age twenty-one (21).

You will have completed a Year of Service if, at the end of your first twelve (12) consecutive months of employment with us, you have been credited with at least 1,000 Hours of Service. If you have not been credited with at least 1,000 Hours of Service by the end of your first twelve (12) consecutive months of employment, you will have completed a Year of Service at the end of any following year during which you were credited with at least 1,000 Hours of Service.

You should review the Article in this SPD entitled "HOURS OF SERVICE" for an explanation of an Hour of Service.

Must I contribute a portion of my Annual Earnings in order to participate in the Plan?

Yes. Prior to July 1, 2010, you must contribute one percent (1%) of your Annual Earnings in order to participate in the Plan. Effective July 1, 2010, you must contribute five percent (5%) of your Annual Earnings in order to participate in the Plan. This is called your "Participant Contribution."

Effective July 1, 2010, your Participant Contributions will be made on a pre-tax basis so you will not pay income tax on your Participant Contributions.

Your Participant Contributions are credited with interest. Effective July 1, 2010, your Participant Contributions will be credited at the rate of four percent (4%) per year.

When is my Entry Date?

You may begin participating under the Plan once you have satisfied the eligibility requirements and completed and delivered to the Town a payroll deduction order.

If you complete the payroll deduction order within thirty-one (31) days of the date you meet the eligibility requirements, your Entry Date will be the date you met the eligibility requirements. Otherwise, your Entry Date will be the first day of the month following the date you submit your payroll deduction order.

What happens if I'm a Participant, terminate employment and then I'm rehired?

Generally, if you are no longer a Participant because you terminated employment, and are rehired, you will need to satisfy the eligibility requirements once again.

However, a re-hired employee, who was a Participant in the Plan but who has not previously taken a distribution of his/her vested benefit, is eligible to re-enter the Plan on the date of reemployment and need only complete a payroll deduction order.

ARTICLE II DETERMINATION OF BENEFITS

What kind of Plan is this?

This Plan is a type of retirement plan commonly referred to as a Defined Benefit Pension Plan (“DBPP”). The DBPP will provide you with a retirement benefit for life unless you elect otherwise. The amount of your retirement payments are based upon your “Normal Retirement Benefit” explained in the next question.

Each year the Town is required to contribute an amount to the Plan which is actuarially determined. The amount of the contribution may vary from year to year, depending on, for example, participant turnover, benefit payments and investment gains or losses of the trust fund.

What about my benefit under the Money Accumulation Pension Plan (“MAP Plan”)?

Effective July 1, 2010, the MAP Plan will be merged into the Defined Benefit Pension Plan. Therefore, beginning on July 1, 2010, your entire benefit will be paid from the DBPP. Prior to that date, a portion of your benefit will be paid from the MAP Plan and the balance from the DBPP.

What is my “Normal Retirement Benefit”?

At your Normal Retirement Date, you will be entitled to a monthly benefit which is called your “Normal Retirement Benefit.” The amount you actually receive at your Normal Retirement Date is your Accrued Benefit which is explained in the question “HOW MUCH WILL I BE PAID WHEN I RETIRE?” found in this Article.

Effective July 1, 2009, your “Normal Retirement Benefit” will be determined based on a retirement benefit formula equal to the sum of 1.75% of your Average Annual Earnings, times years of Credited Service prior to July 1, 2009 plus 2% of your Average Annual Earnings times years of Credited Service on or after July 1, 2009 and 2.25% on and after July 1, 2014.

How much will I be paid when I retire?

At your Normal Retirement Date, you will be entitled to your “Normal Retirement Benefit.” However, the amount you actually receive each month is the amount of your “Normal Retirement Benefit” you have earned (or accrued) while employed with us. This amount is your Accrued Benefit.

Your Accrued Benefit is that portion of your “Normal Retirement Benefit” you have earned as of a particular date based on your Average Annual Earnings and Credited Service as of such date.

In no event will your benefit exceed seventy percent (70%) of your Average Annual Earnings.

Furthermore, unless you are eligible for a disability benefit, no benefit will commence prior to the date you retire or terminate employment with the Town.

Is there a limit on how much can be paid?

The law imposes a certain limit on the amount of benefits that can be paid to you. In general, the maximum annual benefit that can be paid to you at retirement may not exceed \$195,000 for the year beginning in 2010. This dollar amount may be adjusted after 2010 for cost-of-living increases. In addition, this limit may need to be adjusted depending upon when you receive your benefits. The Plan Administrator will automatically apply this limit if it applies to you at the time you are entitled to benefits.

What compensation is used to determine my Plan benefits?

For the purposes of the Plan, compensation has a special meaning. Annual Earnings is defined as your basic annual compensation earned during the twelve-month period from July 1 through June 30, but excludes overtime payments and any other form of additional compensation.

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2010 is \$245,000. This amount will be adjusted after 2010 for cost-of-living increases.

How are my Average Annual Earnings determined?

Your "Normal Retirement Benefit" is based on Average Annual Earnings.

"Average Annual Earnings" means the highest average Annual Earnings you received in any three (3) consecutive Plan Years out of the last ten (10) Plan Years prior to the date your benefit is being determined.

How is my Credited Service determined?

"Credited Service" is defined as a Plan Year during which you work one thousand (1,000) hours or more for the Town.

Credited Service shall include service prior to July 1, 1990, the Effective Date of the predecessor Plan, but only if you become a Participant at your earliest eligibility date.

Credited Service shall not include:

- (a) service for those years you were eligible to participate but did not make Participant Contributions, and
- (b) service during periods of Total and Permanent Disability.

ARTICLE III
RETIREMENT BENEFITS

What benefits will I receive at normal retirement?

You will be entitled to your Normal Retirement Benefit under the Plan when you reach your Normal Retirement Date. Payment of your benefits will, at your election, begin as soon as administratively feasible following your Normal Retirement Date. However, if you continue working after your Normal Retirement Date, payment of your benefits will be deferred until your Late Retirement Date.

Your Normal Retirement Date is the later of (a) the first day of the month coincident with or next following your sixty-fifth (65th) birthday and (b) the fifth (5th) anniversary of the date you commenced participation under the Plan.

What benefits will I receive at early retirement?

You may retire on your Early Retirement Date. Your Early Retirement Date is the first of the month coincident with or next following the later of (a) your fifty-fifth (55th) birthday and (b) completion of ten (10) years of Credited Service.

The benefit you receive at your Early Retirement Date shall equal your Accrued Benefit reduced by five percent (5%) for each year your Early Retirement Date precedes your Normal Retirement Date.

What benefits will I receive at late retirement?

You may remain employed past your Plan's Normal Retirement Date and retire instead on your Late Retirement Date. Your Late Retirement Date is the first day of the month coincident with or next following the date you choose to retire after first having reached your Normal Retirement Date. On your Late Retirement Date, you will be entitled to one hundred percent (100%) of your Accrued Benefit. Actual benefit payments will begin as soon as administratively feasible following your Late Retirement Date.

The benefit you will receive at your Late Retirement Date shall equal your Accrued Benefit based on your Average Annual Earnings and Credited Service as of your Late Retirement Date.

There are other laws that may require the Plan to begin distributions to you while you are still employed. If distributions are made to you before you actually retire, your Late Retirement Benefit will be adjusted for these distributions.

What happens if I leave the Town's workforce before I retire?

The Plan is designed to encourage you to stay with us until retirement. Payment of your Accrued Benefit under the Plan is only available upon your death, disability or retirement.

If your employment terminates for reasons other than those listed above, you will be entitled to receive only your vested percentage (your ownership rights) of your Accrued Benefit.

What is my vested interest in my Accrued Benefit?

Your vested percentage in your Accrued Benefit is determined under the following schedule and is based on your years of Credited Service. You will always, however, be one hundred percent (100%) vested at your Normal Retirement Date.

Vesting Schedule

<u>Years of Credited Service</u>	<u>Nonforfeitable Percentage</u>
Less than 4	0%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10 or more	100%

If you terminate with less than four (4) years of Credited Service, you will forfeit all rights to benefits under the Plan except for the return of your vested account balance under the MAP Plan and your Participant Contributions with Credited Interest.

**ARTICLE IV
DISABILITY BENEFITS**

Are disability benefits provided?

If you have completed ten (10) years of Credited Service, you may receive disability benefits on your Disability Retirement Date. Your Disability Retirement Date is the first of the month coincident with or next following the date you have a Total and Permanent Disability. You are considered to have a Total and Permanent Disability if, and only if, you are awarded disability benefits by the Social Security Administration. Your disability benefit equals your Accrued Benefit reduced for early commencement prior to your Normal Retirement Date. Your disability benefit will cease if you are no longer eligible to receive disability benefits from the Social Security Administration.

ARTICLE V FORM OF BENEFIT PAYMENT

How will my benefits be paid?

There are various methods by which benefits may be distributed to you from the Plan. The method depends on your marital status, as well as the elections you make. All methods of distribution, however, have equivalent values. The rules under this Article apply to all distributions you will receive from the Plan by reason of early, normal or late retirement.

Generally, benefits are paid in the Modified Cash Refund Form of annuity. Under this form of benefit payment, you will receive level payments for your life. Upon your death, your Beneficiary will receive a lump sum payment equal to the excess, if any, of your Participant Contributions with Credited Interest over the sum of the benefit payments paid to you.

May I elect another form of benefit?

In lieu of receiving your benefits in the Modified Cash Refund Form of annuity, you may elect to receive your benefit in one of the following forms:

- a monthly pension payable over your life with a guarantee that you and your designated Beneficiary together will receive a total of at least 120 monthly payments;
- a monthly pension payable over your life and upon your death, a monthly amount equal to 50% of the amount payable during your life will be paid to your designated Beneficiary (50% joint and survivor annuity);
- a monthly pension payable over your life and upon your death, a monthly amount equal to 66⅔% of the amount payable during your life will be paid to your designated Beneficiary (66⅔% joint and survivor annuity);
- a monthly pension payable over your life and upon your death, a monthly amount equal to 100% of the amount payable during your life will be paid to your designated Beneficiary (100% joint and survivor annuity); or
- a Partial Lump Sum Option, effective July 1, 2010, equal to the sum of (a) your Participant Contributions and (b) your balance under the MAP Plan, if any, as of July 1, 2000, together with Credited Interest.

The balance of your benefit not paid as a lump sum will be paid under one of the monthly annuity forms described above.

May I delay the receipt of benefits?

Yes, you may delay the receipt of benefits. However, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70½ or, if later, the date you retire. You should see the Plan Administrator if you feel you may be affected by these rules.

ARTICLE VI
DEATH BENEFITS

What happens if I die while working for the Town?

If you die before completing ten (10) years of Credited Service, your Beneficiary will receive a death benefit equal to the sum of (a) your Participant Contributions and (b) your balance, if any, under the MAP Plan as of July 1, 2010, together with Credited Interest.

If you die after completing ten (10) years of Credited Service, unless you previously elected the 10-year certain and life annuity described in Article V, your spouse will receive a monthly survivor's benefit calculated under the terms of the Plan document.

Who is the Beneficiary of my death benefit?

If you are married at the time of your death, your spouse will be the Beneficiary of the death benefit. If you are not married, your Beneficiary will be your children, if any, or otherwise, your estate, unless an election is made to change the Beneficiary.

How will the death benefit be paid to my Beneficiary?

Unless you previously elected an alternative form of benefit, the death benefit payable to your spouse will be in the form of an annuity, that is, periodic payments over the life of your spouse.

ARTICLE VII
TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

Can I reduce or defer tax on my distribution if I elect the Partial Lump Sum Option?

You may reduce, or defer entirely, the tax due on your partial lump sum distribution through use of one of the following methods:

- (a) The rollover of all or a portion of the distribution to a traditional Individual Retirement Account ("IRA") or another qualified employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of twenty percent (20%). This will reduce the amount

you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct transfer option described in paragraph (b) below would be the better choice.

- (b) For most distributions, you may request that a direct transfer of all or a portion of your Partial Lump Sum Settlement be made to either a traditional Individual Retirement Account (“IRA”) or another qualified employer plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer, e.g., a distribution of less than \$200 will not be eligible for a direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases twenty percent (20%) of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE VIII HOURS OF SERVICE

What is an Hour of Service?

You will be credited with an Hour of Service for:

- (a) each hour for which you are directly or indirectly compensated by us for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by us for reasons other than performance of duties (such as vacation, holidays, sickness or personal days during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by us.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

How are Hours of Service credited?

You will be credited with your actual Hours of Service.

ARTICLE IX PROTECTED BENEFITS AND CLAIMS PROCEDURES

Is my benefit protected?

As a general rule, your interest in your Accrued Benefit, including your vested interest, may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your Accrued Benefit.

Are there any exceptions to the general rule?

The Plan Administrator must honor a “domestic relations order.” A “domestic relations order” is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a domestic relations order is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator will determine the validity of any domestic relations order received.

Can the Plan be amended?

Yes. After consulting with any affected unions, we have the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their Beneficiaries.

What happens if the Plan is terminated?

Although we intend to maintain the Plan indefinitely, we reserve the right to terminate the Plan. Upon termination, you will become one hundred percent (100%) vested in the present value of your Accrued Benefit, and benefits will be distributed to you in any manner permitted by the Plan as soon as practicable. (See the question “How will my benefits be paid?” found in the Article of this SPD entitled “FORM OF BENEFIT PAYMENT.”)

How do I submit a claim for Plan benefits?

Benefits will be paid to you and your Beneficiaries without the necessity of formal claims. However, if you think an error has been made in determining your benefits, then you or your Beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Plan Administrator.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review.

**ARTICLE X
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

General Plan Information

Defined Benefit Pension Plan for Employees of the Town of Durham is the name of the Plan.

The amended provisions of the Plan became effective on July 1, 2009, which is called the Effective Date of the Plan. The predecessor Plan was effective July 1, 1990.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on July 1 and ends on June 30.

Plan Administrator Information

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your benefit information, provides you with the forms you need to complete for Plan participation and directs the payment of your benefit at the appropriate time. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact the Plan Administrator. The Plan Administrator may designate another person or persons to perform some duties of the Plan Administrator.

The Plan Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation and application of the Plan (and any related documents and underlying policies). Any such determination by the Plan Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan Administrator are:

Town of Durham
30 Town House Road
P.O. Box 428
Durham, CT 06422
(860) 349-3625