COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF EAST HAMPTON

AND

MUNICIPAL EMPLOYEES UNION INDEPENDENT (TOWN SUPERVISORS)

JULY 1, 2026 – JUNE 30, 2029

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ARTICLE I
RECOGNITION

Section 1.

This Agreement is entered into by and between the Town of East Hampton (hereinafter referred to as "Town") and the Municipal Employees Union Independent, Local 506 (Town Supervisors) (hereinafter referred to as "Union").

Section 2.

Pursuant to the certification of the Connecticut State Board of Labor Relations dated July 18, 2012 and modified by mutual agreement of the parties in 2015, the Town recognizes the Union as the sole and exclusive bargaining agent for the: Director of the Library, Planning and Zoning Official, Building and Code Enforcement Official, Senior Center Coordinator, Director of Facilities*, Collector of Revenue, Parks and Recreation Program Coordinator, Youth and Family Services/Social Services Director, Assessor and Town Clerk, excluding the Director of Public Works, Director of Parks and Recreation and all others excluded under the Act.

*The Director of Facilities shall remain a bargaining unit position, however, as long as the Town shares the position with the East Hampton Board of Education, it will remain vacant.

Section 3.

All collective bargaining with respect to hours of work, wages, benefits, grievance procedure and other conditions of employment referred to in this Agreement shall be conducted by the authorized representative of the Union and the authorized representative of the Town only.

ARTICLE II
STABILITY OF AGREEMENT

Section 1.

No amendment, alteration, or variation of the terms and provisions of this Agreement shall bind the parties hereto unless made and executed in writing by both parties.

Section 2.

If any Article or Section hereof is declared to be invalid or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity shall not affect the other Articles and Section or portions thereof which shall be valid.

ARTICLE III
UNION SECURITY

Section 1.

The Town agrees to deduct from the pay of bargaining unit members who elect to become members of the Union membership dues and initiation fees, as may be fixed by the Union. Such deduction shall continue unless the bargaining unit member advises the Town in writing that he/she elects to discontinue dues deductions.

Section 2.

The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rate of Union dues. The Union will also furnish the Town with an authorization card signed by the employees authorizing the Town to make such deductions.

The Union shall indemnify and hold the Town harmless against any and all claims, suits or other forms of liability, including, but not limited to, attorney fees, that shall arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Article.

Section 3.

The deduction of Union fees and dues for any month shall be made during the applicable month and shall be remitted to the financial office of the Union no later than the third Thursday of the following month. The monthly dues remittances to the union will be accompanied by the list of employees from whose wage dues deductions have been made.

Section 4.

No dues will be deducted when an employee is no longer receiving a paycheck.

Section 5.

Union representatives and stewards, upon notice to the office of the Town Manager, shall be permitted to enter any work location for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent. Such presence shall not create a disruption to the Town's business operations.

Section 6.

Any steward shall be released from his/her assignment to fulfill the duties above, upon permission from his/her supervisor. When contacting an employee, the steward shall first report to, and obtain permission to see the employee from the employee's supervisor.

Section 7.

During the term of this Agreement, upon request from the Union, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and the rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

Section 8.

The Town agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

Section 9.

The Town will provide the Union with electronic notice of the name, job title, department, work location, home telephone number, home address and Town email address of any newly hired bargaining unit employee within two (2) calendar weeks of his/her date of hire.

ARTICLE IV
MANAGEMENT RIGHTS

Section 1.

Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority, whether expressed or implied, heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility, and prerogative of the management of the affairs of the Town and direction of the working force.

Enumerated Rights. The exclusive functions and rights of the Town include, but are not restricted to, the right:

To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures; to direct the operation of the employees in all aspects; to determine the methods and levels of financing and budget allocation; to select, determine and from time to time re-determine the number of employees to be employed by the Town and the job skills of employees required to perform the Town's operations; to employ, transfer, promote, demote, layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons; to discipline, suspend and/or discharge employees for just cause; to determine the procedures for promotions and transfers; to select and determine the qualifications of employees; to select and employ new personnel; to determine job descriptions and job classifications; to create, enforce and from time to time change rules and regulations concerning discipline and the performance of work; to establish contracts or

subcontracts provided such action is not done in order to undermine the Union.

Unenumerated Rights. The listing of specific rights in Section 1 of this Article is not intended to be all inclusive, restrictive or a waiver of any rights of the Town not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Town.

ARTICLE V
HOURS OF WORK

Section 1.

The workweek for bargaining unit members shall commence at 12:01 on Sunday and end at midnight on the following Saturday.

Section 2.

The regular workweek for bargaining unit employees during regular business hours shall be thirty-five (35) hours per week and consist of the following:

- Senior Center Coordinator:

  Monday through Thursday 8:30 a.m. - 4:00 p.m. (one-half (½) hour unpaid lunch)
  Friday 9:00 a.m. - 4:00 p.m. (lunch as time permits while performing job functions)

- Park and Recreation Program Coordinator:

  Monday through Friday: 8:00 a.m. - 4:00 p.m. (one (1) hour unpaid lunch)

- Director of the Library: 35 hour workweek consisting of:

  Monday through Friday (9:30 a.m. – 5:00 p.m. with a one-half (½) hour unpaid lunch).

  OR

  Monday, Tuesday, Thursday, Friday and Saturday: 9:30 a.m. - 5:00 p.m. (one-half (½) hour unpaid lunch.

- All other employees 35 hour workweek consisting of:

  Monday, Wednesday and Thursday: 8:00 a.m. - 4:00 p.m. (one (1) hour unpaid lunch)
  Tuesday: 8:00 a.m. - 6:30 p.m. (one (1) hour unpaid lunch)
  Friday: 8:00 a.m. - 12:30 p.m. (no lunch break)

In the event that the Town decides to change the hours of operation of any Town department thus requiring the need to change the regular hours of work of a bargaining unit employee, the Town will notify the Union prior to implementing such change in order to negotiate the impact of the decision, if any.

The regular workweek and work hours for employees set forth above is for purposes of delineating the employee's workweek and work hours during the Town's normal operating hours. Accordingly, the work hours set forth above do not include any after hours, weekend meetings or duties that employees may be required to perform outside of his/her regular workday as part of his/her responsibilities as a supervisor.

ARTICLE VI
HOLIDAYS

Section 1.

The Town shall provide the following paid holidays for all employees hired on or after July 1, 2016 based upon the employee's regular hours of work:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day (observed)
Independence Day (observed)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 2.

Holidays falling on a Saturday shall be observed on the Friday preceding the holiday. Holidays falling on a Sunday shall be observed on the Monday following the holiday.

Section 3.

If the Town opens Town offices on any of the holidays set forth herein and the Town requires the employee to work on such day, the employee will receive: (1) his/her regular hourly rate of pay for all work performed on such holiday; and (2) a floating holiday to be used by the end of the contract year.

Section 4.

In order to qualify for holiday pay, the employee must work his/her last regularly scheduled workday prior to and his/her next regularly scheduled workday following the holiday unless the employee is out of work on a previously approved vacation day, personal day, jury duty, funeral leave, floating holiday or a sick day.

In the case of a sick day, the employee may qualify for the paid holiday only upon presenting a note from the physician treating the employee for the illness that caused the sick day.

In the case of jury duty, the employee may qualify for the paid holiday only upon presenting proof of service upon his/her return to work.

Section 5.

If a holiday occurs while an employee is out on sick leave, the day shall be charged as a holiday and not be charged as a sick day.

If a holiday falls when an employee is on paid vacation, he/she shall be paid for the holiday, and no deduction shall be made from his/her vacation time.

Section 6.

Except as set forth in Section 3 herein, when an employee is ordered to work on a holiday listed in Section 1 above, he/she shall be compensated at the rate of his/her regular base rate of pay in addition to holiday pay for all hours authorized and actually worked on such day.

Section 7.

Employees out of work due to a workplace injury shall not be eligible for holiday pay during such absence if the employee is receiving workers' compensation benefits (any form of temporary total disability benefits, temporary partial disability benefits or a permanency award), in accordance with the Connecticut Workers' Compensation Act during such absence.

ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practical so as to insure efficiency.

Section 2.

A grievance is defined as any claimed violation, misapplication, or misinterpretation of a specific Section or Article of this Agreement, filed by a grievant(s), who is a member of the bargaining unit making a claim that a grievance has occurred to his or her detriment. The Union may file a grievance as set forth in Section 4 of this Article.

Section 3.

Grievances must be filed in writing. The Article(s) or Section(s) of the Agreement involved, as well as the remedy sought, must be set forth in the grievance. All grievances shall be handled in accordance with the procedures set forth below in this Article.

Section 4.

Any employee may use this grievance procedure with or without the assistance of a Union representative. However, only the Union may file for arbitration. The Union may file a grievance on behalf of an individual member, a group of members or on behalf of the Union as a whole. However, should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may continue to the next succeeding step following that which the employee has utilized. However, any settlement of an individually processed grievance shall not violate this Agreement or change working conditions.

Section 5.

STEP ONE: An employee or his Union representative, if represented, or the Union may submit a grievance in accordance with this Article, to the aggrieved employee's direct supervisor within fifteen (15) days of the event giving rise to the grievance, or within fifteen (15) days of when the grievant knew or reasonably should have known of said event. The supervisor will make an effort to resolve the grievance and will render an answer to the grievance in writing within fifteen (15) days of the receipt of the grievance. This answer will be provided to the aggrieved employee and his/her Union representative.

Section 6.

STEP TWO: If the aggrieved employee or the Union is not satisfied with the decision rendered by the direct supervisor, the union may submit the grievance in writing to the Town Manager within fifteen (15) days of receipt of the decision. The Town Manager shall render a written

decision within fifteen (15) days after submission of the grievance to the Town Manager. If the grievance is denied, the Town Manager shall state the reason(s) for such decision.

Section 7.

STEP THREE: (Arbitration): If not settled, the grievance may be submitted to arbitration only by the Union or the Town before the Connecticut State Board of Mediation and Arbitration ("CSBMA"). The Union will advise the Town Manager in writing of any submission of a grievance to arbitration.

Section 8.

Any time limits specified in this Article may be extended by mutual agreement in writing by the parties to this Agreement, provided that if a grievance is not filed within the initial period referenced in Section 5, the grievance shall be deemed waived; or if it is not submitted by the employee or the Union to a higher step in accordance with the procedure as delineated in this Article, it will be deemed settled on the basis of the answer in the Step last considered. In the event the Town fails to respond within the time limits provided in Sections 5 or 6 of this Article, the grievance may be advanced to the next step in accordance with the procedure delineated in this Article.

Section 9.

The Union may submit a grievance directly to Step 2, in cases of suspension or dismissal, or if the Town Manager is the employees direct supervisor.

Section 10.

Each party shall bear its own expenses for arbitration, except as otherwise provided in this Article.

Section 11.

All references to "days" herein shall be considered to mean calendar days. If Town Hall is closed on the day on which an appeal period ends, a party's submission or response shall be due on the next business day.

ARTICLE VIII
COMPENSATION

Section 1.

The pay rates for bargaining unit positions are set forth in Appendix A hereto.

- Effective and retroactive to July 1, 2026, a general wage increase of 3.0%.

- Effective July 1, 2027, a general wage increase of 3.0%.
- Effective July 1, 2028, a general wage increase of 3.0%.
- Title and equity adjustments for certain positions as shown in appendix.

Section 2.

The regular payday for bargaining unit members is on Thursday on a bi-weekly basis.

In the event that the Town decides to change the regular payday, the Town agrees to bargain over the secondary effect of such decision.

All employees shall be paid by direct deposit. Direct deposit will be made by noon on Thursday of the applicable pay period.

Additionally, all employees shall receive pay stubs, W-2, 1095, and federal and stage wage reporting forms and information issued by the Town electronically, at the Town's discretion.

Section 3.

Non-Exempt Employees

Non-exempt employees are subject to the overtime provisions of the Fair Labor Standards Act for all hours worked after forty (40) hours worked in a workweek.

Non-exempt bargaining unit positions shall be considered:

- Parks and Rec. Program Coordinator

Non-exempt employees shall not be eligible for flex time.

Exempt Employees

Exempt employees may be granted flex time upon approval of the Town Manager for hours worked substantially beyond the reasonable requirements of the employee's position in accordance with the following:

- Flex time will be permitted due to required attendance at more than two (2) evening meetings or weekend meetings during the same calendar month.
- Flex time will be permitted for up to ten (10) hours in a workweek for hours an exempt employee is required to work by the Town Manager or his/her designee in excess of ten (10) hours beyond the employee's regular workweek (for work hours forty-six (46) through fifty-five (55) in a workweek).

- Flex time will, however, not be permitted due to attendance at conferences, seminars, training, travel time, reporting to work one (1) hour or less before the exempt employees regular start time, staying at work one (1) hour or less after the exempt employees regular end time or working beyond the exempt employees regular work schedule to catch up on work.

- Flex time must be used within the same payroll period or the subsequent payroll period that it is approved.

- The exempt employee will advise the Human Resources Director of the approved use of flex time and the specific hours of work when the flex time has been or will be used, as approved by the Town Manager.

Exempt bargaining unit positions shall be considered:

- Director of the Library
- Planning and Zoning Official
- Building and Code Enforcement Official
- Senior Center Coordinator
- Director of Facilities
- Collector of Revenue
- Youth & Family Services/Social Services Director
- Town Clerk
- Assessor

Section 4.

Certification payments (only when the certification is not a requirement of the position)
Payment to be made annually on July 1st.

Connecticut Certified Municipal Town Clerk (CCTC) Certification - $500.00 stipend
Connecticut Certified Municipal Tax Assessor (CCMA) Certification - $500.00 stipend
Connecticut Certified Municipal Tax Collector (CCMC) Certification - $500.00 stipend
Connecticut Certified Zoning Enforcement Official (CZEO) (CCT) Certification - $500.00
Connecticut Certified Zoning Enforcement Technician (CZET) Certification - $500.00
Licensed Building Code Enforcement Official (BCEO) - $500.00
National Recreation and Parks Association (NRPA) Certification - $500.00

Section 5.

At the discretion of the Town Manager (or his/her designee) new members of the bargaining unit (or current members in a different bargaining unit position) may receive a percent of the negotiated salary for his/her position of between eighty-five percent (85%) and one hundred percent (100%) of the negotiated salary (as set forth in Appendix A).

Upon the employee's anniversary date(s), he/she shall receive increases based upon the general wage increases set forth in Article VIII, Section 1, provided, however, regardless of the employee's starting salary, he/she shall be at one hundred percent (100%) of the negotiated salary for his/her position no later than his/her four (4) year anniversary date.

ARTICLE IX
MILEAGE

Section 1.

When an employee is required by either his/her Department Head or the Town Manager to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at IRS rates.

ARTICLE X
INSURANCE

Section 1.

The Town will provide the following insurance coverage for all eligible full-time-employees and their eligible dependents:

1. The Connecticut State Partnership Plan and the prescription drug plan offered through the Connecticut State Partnership Plan, provided, if the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted).

2. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP").

3. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars ($350.00) for individual or one thousand four hundred dollars ($1,400.00) for family coverage, as well as an additional one hundred dollars ($100.00) in premium payments per calendar month.

4. The carrier network for the plan will be the carrier selected by the State.

5. Employees will pay the following premium share contributions in lieu of the premium share contributions set forth under Article X of the collective bargaining agreement between the parties:

   July 1, 2026 – June 30, 2027: 15.5% (effective upon ratification)
   July 1, 2027 – June 30, 2028: 16%
   July 1, 2028 – June 30, 2029: 16.5%

Such premium share contribution shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.

6. In the event that the State imposes additional fees or increases the Town's cost of the premium at the end of any contract year, employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution as set forth above.

7. If the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.

Employee Change in Coverage

Future changes in coverage for employees and dependents initiated by the employee may only be made as of each July 1st or when there is a qualifying event (such as marriage or divorce, birth or adoption of a child, death of the employee's spouse or other dependent or termination of employment of the spouse in accordance with IRS Section 125 regulations).

The annual selection period for choice in medical coverage shall be from May 1st to May 31st to be effective on July 1st.

Section 2.

An employee who elects not to accept the health insurance benefits provided above, shall be remunerated in the amount of five hundred dollars ($500.00) at the end of each quarter of the contract year (on or about July 1st, on or about October 1st, on or about January 1st and on or about April 1st); provided, however, said employee shall furnish to the Town evidence satisfactory to the Town that said employee carries, individually or through members of his immediate family, insurance coverage similar to or better than that offered by the Town in this Article. Such person choosing this option shall not be able to change his/her decision prior to the end of each quarter, and the Town shall be relieved of its responsibility to provide such coverage during the previous quarter. Life insurance, however, shall continue to be provided to such employee.

ARTICLE XI
LEAVE PROVISIONS

Section 1.

New members of the bargaining unit shall be credited with seventeen and one half (17.5) hours of paid time off ("PTO") on a monthly basis through June 30th of the employee's first year of employment with the Town in a bargaining unit position covered by this Agreement. The initial seventeen and one half (17.5) hours will be credited on the employee's date of hire in a

bargaining unit position covered by this Agreement. Such credited PTO may not be used until the employee completes his/her probationary period.

On July 1st of each contract year, each full-time employee will be provided with **two** ~~one~~ hundred ten (210) hours of PTO.

After five (5) years of completed service for the Town in a bargaining unit position covered by this Agreement, a full-time employee will be credited with two hundred forty-five (245) hours of PTO.

After ten (10) years of completed service for the Town in a bargaining unit position covered by this Agreement, a full-time employee will be credited with two hundred forty-five (245) hours of PTO.

A request to use PTO on an individual day (or a portion thereof) must be submitted to the employee's immediate supervisor for approval as soon as possible prior to the use of such individual day off.

The use of greater than one (1) day of PTO must be requested in writing to the employee's immediate supervisor for approval, at a minimum, fourteen (14) days prior to the requested day(s) off.

In the event that an employee fails to provide such fourteen (14) days' notice and the employee misses three (3) or more consecutive work days, the employee must submit proof of illness upon his/her return to work. Proof of illness may include a note from the employee's regular treating physician or other proof of illness or injury from the employee's regular treating physician, indicating the nature and duration of the illness.

All unused PTO credited during an employee's continuous employment may be accumulated to a maximum of three hundred fifty (350) hours. Under exceptional circumstances, as determined by the Town Manager, the Town Manager may, in his/her discretion, approve the carryover of additional PTO hours from one contract year to the subsequent contract year. The additional carryover of PTO hours shall not be subject to the payment set forth below. Rather it must be used within ninety (90) calendar days of July 1st. The Town Manager decision whether to permit the carryover of additional PTO hours shall not be subject to the grievance and arbitration procedure set forth under Article VII.

The following shall apply to the payment for unused, credited PTO:

An employee who has successfully completed his/her probationary period, upon his/her voluntary separation from employment with two (2) weeks' written notice to the Town Manager, shall receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused PTO.

An employee, who is terminated from employment or resigns in lieu of termination, shall not be eligible for such remuneration.

Upon the retirement or death of an employee, eighty (80%) percent of his credited, unused PTO shall be remitted on the basis of his/her regular hourly rate of pay to the employee or his/her estate.

An employee who is subject to a layoff, may elect to receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused PTO as severance pay.

If an employee elects such pay out, he/she shall forfeit all remaining PTO if recalled at a later date. An employee must elect this option before his/her recall rights have expired.
PTO usage shall comply with Connecticut General Statutes SS31-57r thru 31-57w.

Funeral Leave

Section 8.

Each employee shall be granted, with pay, funeral leave up to a total of three (3) working days in the event of the death of the employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, stepchild or stepparent.

Each employee shall be granted, with pay, funeral leave up to a total of two (2) working days in the event of the death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law.

Leave taken under this section will be taken in the period between the death of the relative and through the funeral. When an employee is taking leave under this section and the funeral is held over three hundred (300) miles from the employee's home, the employee will be granted one (1) more day of paid leave, which may be used for travel after the funeral.

Each employee shall be granted with pay funeral leave up to a total of one (1) working day in the event of the death of the employee's aunt, uncle, niece or nephew.

Funeral leave shall apply only to an employee who is actually in attendance at the funeral or engaged in activities in connection therewith.

Military Leave

Section 9.

Military leave shall be granted to employees when required to serve a period on active reserve or National Guard duty in accordance with the requirements of the law.

Any regular employee who leaves the services of the Town to join the military forces of the United States of America, during the time of war or other national emergency, or who is inducted by the Selective Service, shall be entitled to a leave of absence, accumulation of seniority and re-

employment rights in accordance with the requirements of the law.

Jury Duty

Section 10.

The Town will provide jury leave for employees ordered to serve on jury duty, precluding their being available for work. When serving on jury duty, the employee shall receive that portion of his regular pay, which will, together with jury pay, equal his total salary for the same pay period. The employee shall notify his immediate supervisor of the scheduled jury duty within seven (7) days of receipt of a jury duty notice, and at least forty-eight (48) hours in advance of a scheduled appearance. When notification of jury duty is less then forty-eight (48) hours in advance of a scheduled appearance, the employee shall notify his or her supervisor as soon as possible. An employee reporting for jury duty and who is dismissed shall return to work so long as they are released before 12:00 Noon.

ARTICLE XII
LEAVE USAGE

Section 1.

The use of sick time, personal time, flex time (where applicable as set forth under Article VIII) and PTO (where applicable as set forth under Article XI) may be utilized by the employee in one half (1/2) hour increments.

ARTICLE XIII
WORKERS' COMPENSATION

Section 1.

Employees are covered by workers' compensation insurance and are compensated for covered injuries received on duty, where applicable.

The Town, in case of compensable injuries covered by workers' compensation incurred in the line of duty, shall supplement the payments of the workers' compensation carrier, so the employee will receive his/her full base rate of pay (less applicable state and federal withholdings) while the employee is out of work and receiving temporary, total disability benefits, for a period not to exceed six (6) calendar months.

In the event that an employee is out of work and is temporary, partially disabled and light duty work is available for such employee (as determined by the Town); he/she shall work the light duty assignment (provided such light duty work is within his/her light duty restrictions) and not be eligible for the supplemental benefit set forth herein.

In the event that an employee is out of work and is temporary, partially disabled and no light duty work is available within his/her light duty restrictions (as determined by the Town), he/she

shall be eligible for the supplemental benefit set forth herein.

ARTICLE XIV

RESERVED

ARTICLE XV
RETIREMENT

Section 1.

Except as set forth below, a separate pension plan agreement effective January 1, 2008 and separately negotiated shall continue in effect until amended by mutual agreement of the parties, provided, however, effective upon ratification, the eligible employee's contribution toward the plan shall be eight percent (8.0%).

"Average Annual Earnings" means if the Participant retires from employment with the Town on or after his Normal Retirement Date or retires or otherwise terminates employment prior to his Normal Retirement Date, his highest average annual earnings received for the last sixty (60) months immediately preceding the date the Participant's employment terminates.

Section 2.

Employees hired on or after July 1, 2016, shall not be eligible for the plans set forth herein. Such employees shall be eligible for a 401A defined contribution plan offered by the Town in accordance with the terms of the plan.

Section 3.

The Town will implement a pre-tax wage deduction plan in accordance with applicable federal and state laws as it applies to health and retirement co-pays.

ARTICLE XVI
SENIORITY

Section 1.

A seniority list shall be established by the Town showing each employee's length of continuous service as an employee of the Town.

For purposes of either layoffs or vacancies, each employee's length of service as a Supervisor for the Town shall be utilized.

For purposes of eligibility for benefits, each employee's length of service as a Town employee from his/her date of hire shall be utilized.

Section 2.

"Date of Hire" as used in this Article shall mean the first day of work that the employee begins earning wages from the Town.

Section 3.

If two (2) (or more) employees are hired on the same date, seniority shall then be determined by date of birth (the older employee having more seniority).

Section 4.

All new employees shall serve a probationary period of one hundred thirty (130) workdays. Workdays shall be defined as days that the employee attended a full workday. The Town Manager may, at his/her discretion, extend the probationary period for an additional thirty (30) workday period. If the Town Manager or his/her designee does not notify the employee at the end of the initial one hundred thirty (130) workday period of the extension set forth herein, the probationary period shall end at the completion of the initial one hundred thirty (130) workday period. In the event that an employee's initial probationary period is extended, the employee will be advised by the Town Manager or his/her designee of the reason(s) for the extension. During the employee's probationary period and, if applicable, extended probationary period, the employee may be dismissed or otherwise disciplined without access to the grievance procedure of this Agreement.

ARTICLE XVII
VACANCY

Section 1.

In the event that the Town decides to fill a vacant position or creates a new bargaining unit position, notice of such position shall be posted for a period of seven (7) work days on the Union bulletin board, prior to any action being taken by the Town to fill such vacancy or new position.

The Town Manager or his designee shall also notify the Union and the Union Steward, in writing, of any such position.

Employees wishing to be considered for the position may submit their application, in writing, in accordance with the terms set forth in the notice for the position.

Section 2.

When the Town creates a new position that's primary duties and responsibilities is bargaining unit work, as set forth in the Recognition Clause, Article I, Section 2; the Town and the Union shall negotiate an appropriate pay rate for the new position, and said position and pay rates shall become effective upon agreement of the parties.

Section 3.

When an employee is assigned, in writing, by the Town Manager or his/her designee, to a non-bargaining unit supervisor position for more than thirty (30) consecutive work days (due to either the supervisor's absence from work or the position is vacant) and the employee satisfactorily performs all of the essential duties of the position, he/she shall receive additional compensation of one dollar ($1.00) per hour (commencing on the thirty-first (31st) consecutive workday).

ARTICLE XVIII
LAYOFF AND RECALL

Section 1.

Based on the Department selected for layoff(s) by the Town, layoffs shall be in inverse order of seniority within the impacted Department. Probationary employees within the impacted Department shall be laid off first.

Section 2.

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

Section 3.

When it becomes necessary for the Town to reduce the work force, the Town shall give a minimum of four (4) weeks' notice to the affected employee(s), in writing, prior to the effective date of the layoff.

In the event that a layoff is pending, the Town shall notify the Union as soon as practical.

The parties understand and agree that in the event of unusual circumstances and less than four (4) weeks' notice is necessary, the Town shall meet and consult with the Union prior to implementing any such layoff.

Section 4.

Employee(s) on layoff shall retain recall rights for a period of eighteen (18) months from the date of layoff. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty no more than ten (10) days after receipt of such notification. The time limit may be waived by agreement of the parties. Recalled employees shall return to the same status they held on the date of layoff in terms vacation and sick leave accumulation, and all other benefits (including pension to the extent permitted).

Section 5.

Members of the bargaining unit whose names are on the recall list shall be notified of opportunities for temporary, part-time or seasonal positions within the bargaining unit. No new employees shall be hired or promoted for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit recall, and no employee shall forfeit recall rights by declining such employment.

ARTICLE XIX
CITIZEN COMPLAINTS

Section 1.

Investigation of Citizen Complaints. Citizens who complain about the performance or conduct of an employee shall be encouraged to (a) identify themselves; and (b) reduce their complaint to a written statement promptly, normally within ten (10) days.

A written copy of any citizen complaint being investigated will be furnished to the employee at the outset of the investigation.

ARTICLE XX
DISCIPLINARY ACTION

Section 1.

"Disciplinary action" as used in this Article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.

Section 2.

All disciplinary actions shall be consistent with the infraction for which discipline is being applied.

Section 3.

Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

1. verbal warning.
2. written warning.
3. suspension (with or without pay).
4. discharge.

The Town may take disciplinary action without the need for progressive discipline either: (1) when an offense is of such a nature that warrants it; or (2) for any of the offenses listed below (provided the employee may file a grievance over such discipline):

The following are grounds for immediate discharge by the Town

A. Being under the influence of alcohol on the job;
B. Any conduct which constitutes gross neglect or willful misconduct;
C. Being under the influence of illicit drugs (including prescription drugs not prescribed to the employee) on the job; or
D. Any theft.

Section 4.

Except for verbal warnings, all disciplinary action of non-probationary employees may be appealed through the grievance procedure set forth herein under Article VII.

Section 5.

Written reasons for all suspensions and discharges must be given to the employee and the Union at the time of the suspension or discharge, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible.

Section 6.

Employees who request it shall be entitled to representation by a Union representative at any meeting or inquiry during which the employee(s) may be subject to interrogation in connection with possible disciplinary proceedings. If the employee decides during an interview that he/she needs a representative, the meeting will come to a close until the Union representative can be present.

Section 7.

Copies of any disciplinary material placed in the employee's file shall be provided to an employee before being place in the employee's file.

ARTICLE XXI
EQUIPMENT USAGE

Section 1.

Town owned, leased and issued phones, data devices, computers, tablets or other electronic devices are to be used for Town business purposes only.

Personal and incidental use of such devices is prohibited, except in the case of an emergency.

Failure to adhere to the provisions set forth herein may result in disciplinary action, in accordance with Article XX, Section 3.

Desks, lockers, Town owned or leased vehicles and equipment are considered property of the Town and are therefore subject to inspection by the Town, provided, information not subject to disclosure under HIPAA or other applicable laws may not be inspected by the Town.

ARTICLE XXII
BULLETIN BOARD

Section 1.

The Town shall designate one (1) bulletin board in Town Hall that shall be used for the purpose of posting notices concerning Union business and activities, provided that there shall be no postings on such bulletin board that are either derogatory or inflammatory. No Union notices may be posted elsewhere on Town property.

Section 2.

The Town Manager or his designee shall give to each employee and to each new employee when hired a copy of this Agreement and a written copy of the Town's Personnel Rules and Regulations. The Town shall provide to the Union one signed copy after the signing of this Agreement.

ARTICLE XXIII
PERSONNEL FILES

Section 1.

Each employee may review his personnel file by appointment. Should an employee wish to obtain a complete copy of his personnel file, such copy will be provided upon written request, consistent with the provisions of the Connecticut Freedom of Information Act.

ARTICLE XXIV
SAFETY AND HEALTH

Section 1.

The Town shall provide a safe working environment. The Town shall, at its sole cost and expense, furnish to employees safety equipment that is required by OSHA. Employees have the responsibility and shall report unsafe conditions to the town immediately upon discovery.

ARTICLE XXV
MISCELLANEOUS

Section 1.

All Personnel Rules and Regulations that are the property of the Town shall be available to all bargaining unit employees. Any future changes that affect those working conditions subject to

the Municipal Employee Relations Act ("MERA"), as amended, shall be negotiated with the Union.

Section 2.

Nothing in this Agreement shall prevent an employee from holding employment in a position (internal or outside employment) other than his/her bargaining unit position with the Town provided such employment does not conflict with the employee's duties.

In the event that an employee desires to hold a position other than his/her bargaining unit position (internal or outside employment), he/she shall advise the Town Manager of the position prior to commencing work in such position in order to ascertain whether the Town approves such work. Approval shall not be unreasonably denied.

Section 3.

Copies of individual job descriptions will be provided to the Union.

Section 4.

The Town may, at its discretion, require an employee who fills the Building Official and/or Director of Facilities positions to either be a resident of the Town of East Hampton or live within close proximity of the Town.

Notwithstanding the above, any applicable law, regulation, ordinance or Town Charter provision that requires an employee to either be a resident of the Town of East Hampton or live within close proximity of the Town shall apply.

Section 5.

Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the Town.

Section 6.

The three (3) members of the Union negotiating committee shall be granted leave from duty with pay for purposes of attending negotiation sessions between the Town and the Union over a successor collective bargaining agreement when such meetings take place at a time during the members' regular workweek, as set forth under Article V.

Section 7.

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

ARTICLE XXVI
CONTINUING EDUCATION

Section 1.

Upon advanced written approval of the Town Manager, active employees enrolled in accredited courses specifically related to the employee's job duties as a Town employee shall be reimbursed for the cost of tuition and books for such courses to a maximum of one thousand dollars ($1,000.00) per contract year for undergraduate courses or to a maximum of one thousand five hundred dollars ($1,500.00) per contract year for graduate level courses (whichever is applicable).

In order to be eligible for such reimbursement for preapproved courses, the employee must provide the Town Manager with proof of a grade of C or better for the course(s). Said sum shall not be due and payable to the employee unless and until proof of successful completion (as set forth above) of the course involved and submission of invoices showing payment of said tuition and books.

Any books purchased will remain the property of the Town.

ARTICLE XXVII
JOB ACTION RESTRICTION

Section 1.

Neither the Union nor any employees shall induce or engage in any strikes, slowdowns, work stoppages.

Section 2.

The Town agrees that it will not lock out the employees covered by this Agreement.

ARTICLE XXVIII
SAVINGS CLAUSE

Section 1.

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

ARTICLE XXIX
COMPLETE AGREEMENT

Section 1.

It is understood and agreed that this Agreement contains the complete understanding between the parties and that it may not be amended or altered unless by mutual agreement, in writing, by the parties. Accordingly, this Agreement supersedes any and all practices that have existed prior to the date the parties entered into this Agreement except for those practices that have specifically been agreed to and set forth herein.

ARTICLE XXX
DURATION

This Agreement shall be effective July 1, **2026** and shall remain in full force and effect through June 30, **2029**. This contract shall remain in effect upon expiration and during negotiation until agreement is reached and signed to amend or modify this Agreement. At least one hundred twenty (120) days before the expiration date of this contract, the parties agree to meet and discuss a new Agreement.

For the Town of East Hampton

10/29/2026
Date

For the Union

10/29/2026
Date

APPENDIX A
PAY RATES

Position	2026-2027	2027-2028	2028-2029
Director of the Library	$95,941.95	$98,820.20	$101,784.81
Planning and Zoning Official	$107,517.58	$110,743.11	$114,065.40
Building and Code Enforcement Official	$104,445.57	$107,578.94	$110,806.31
Senior Center Director	$78,188.00	$80,533.64	$82,949.65
Director of Facilities	$113,736.62	$117,148.72	$120,663.18
Collector of Revenue	$88,405.00	$91,057.15	$93,788.87
Parks and Rec. Program Coord.	$70,984.13	$76,976.15	$79,285.43
Youth & Family Services/ Social Services Director	$86,130.18	$88,714.08	$91,375.50
Assessor	$97,500.00	$101,500.00	$104,545.00
Town Clerk	$88,405.00	$91,057.15	$93,788.87

General wage increases shall be for the periods from July 1st to June 30th annually and shall be granted on July 1st of each applicable contract year.