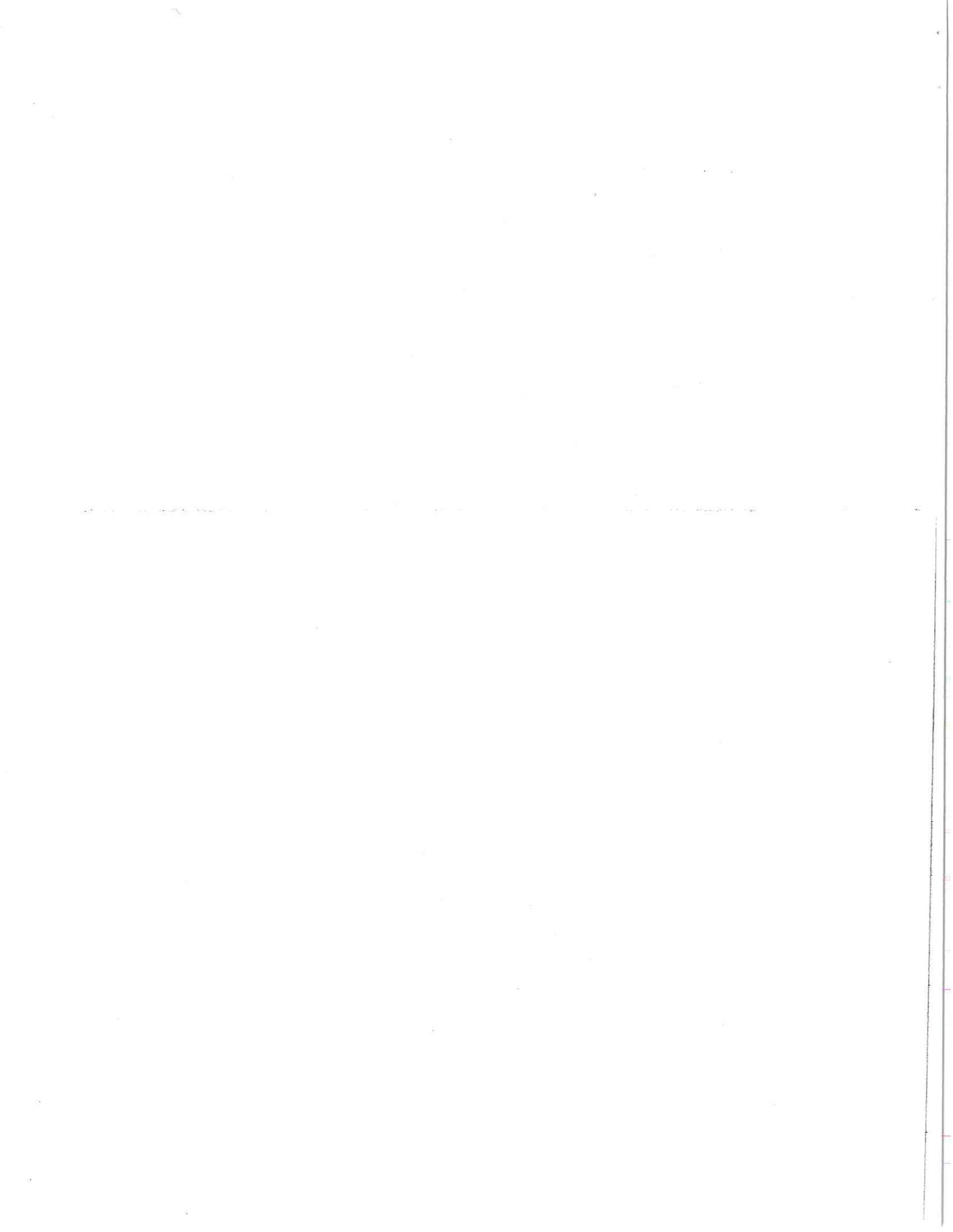


AGREEMENT

BETWEEN THE  
TOWN OF WESTPORT, CONNECTICUT  
AND  
COUNCIL #4, AFSCME, AFL-CIO

LOCAL 1303-387

WESTPORT MUNICIPAL EMPLOYEES UNION  
JULY 1, 2017 -JUNE 30, 2021



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AGREEMENT made this 9th day of May, 2018 by and between the TOWN OF WESTPORT CONNECTICUT (hereinafter referred to as "TOWN"), and COUNCIL #4 AFSCME, AFL- CIO, LOCAL 1303-387, WESTPORT MUNICIPAL EMPLOYEES UNION (hereinafter referred to as "Union.")

WHEREAS, the UNION was organized and designed to maintain and promote a harmonious relationship between the TOWN and its employees covered by this Agreement in order that more efficient and progressive public service may be rendered; and

WHEREAS, the UNION has been recognized by the TOWN as the collective bargaining representative of a unit of employees of the TOWN as more specifically hereinafter set forth; and

WHEREAS, the parties, pursuant to the requirements of the Municipal Employees Relations Act, concluded negotiations in good faith on all matters properly subject to collective bargaining;

NOW THEREFORE, the parties agree as follows:

## **ARTICLE I RECOGNITION**

The TOWN recognizes the UNION as the exclusive representative, for purposes of collective bargaining with respect to wages, hours and other conditions of employment, of all regular full time, and regular part time employees employed by the TOWN in the classifications provided in the Salary Schedules, excluding however, all employees of the Board of Education, all elected officials, all appointed officials filling positions specifically created by the Town Charter, all employees represented in other bargaining units, professional employees, confidential employees, seasonal employees, supervisory employees, and all others excluded by statute. Regular part time employees are defined to include only those employees employed on an annual basis to work twenty (20) or more hours a week on a continuous and regular work schedule. Part time employees employed to work less than twenty (20) hours per week are specifically excluded from coverage of this Agreement. Permanent employees as used hereinafter shall be defined as regular full time and regular part time employees.

## **ARTICLE II ASSOCIATION DUES/SERVICE FEE**

### **SECTION 1. DUES CHECK-OFF**

The TOWN agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the secretary or other authorized official of the UNION, as UNION dues. Deduction will be made from the payroll periodically as specified on the card and total dues shall be delivered to the treasurer of

the UNION. Each deduction shall be made from the first payroll of each month except when the employee is not on the payroll for that period.

The TOWN shall not be responsible for deduction of any member's dues if he/she is not on the payroll during the specific deduction payroll period.

## **SECTION 2. MAINTENANCE OF MEMBERSHIP**

All employees covered by this Agreement, who are members of the UNION in good standing at the time this Agreement is executed and all employees who thereafter become members during the term of this Agreement, including any newly hired employees, shall, as a condition of continued employment, maintain their membership in the UNION for the duration of this Agreement by offering to pay regular monthly dues and other fees levied against all members. Any new employee, at the end of his/her probationary period, shall as a condition of continued employment, become a member of the UNION and pay the regular monthly dues and other fees levied against all members or pay the appropriate service fee. The UNION agrees to save the TOWN harmless for any loss, damage or expense arising from the application of any provision of this Article.

## **ARTICLE III EMPLOYEE STATUS**

### **SECTION 1. PROBATIONARY PERIODS**

- (a) New employees shall have a probationary period of six (6) months after satisfactory completion of which they shall be classified as permanent employees, regular full time or regular part time. During the probationary period an employee may be terminated without cause and without recourse to the grievance and arbitration provisions of this Agreement. New employees shall not be entitled to any benefits during his/her probationary period except for the following: a) holiday pay for those holidays specified in Article VI, Section 1 which may occur during said probationary period, b) earned vacation according to Article VII, Section 1a and c) sick leave earned during the probationary period at the rate of one (1) day per month of employment, Article VIII, Section 1.
- (b) Probationary period for a promotion shall be three (3) months. A promoted employee who fails the three (3) month probationary period shall be returned to his/her former position retaining seniority and employee's original classification and pay grade.

### **SECTION 2. SENIORITY**

Each July 1st the TOWN shall submit to the UNION a list of employees by Department, showing the employee's seniority by time of service within the department/division and with the TOWN. Any probationary period shall be included in determining seniority. The list shall include the employee's classification and pay grade.

### **SECTION 3. LAYOFFS**

- (a) In the event of a reduction in the workforce or the abolishment of a position, the employee with the least seniority within the classification shall be laid off first. The TOWN agrees to place the affected employee or employees in a vacant position provided the employee is qualified for the position. In the event that the vacancy would result in a demotion (reduction in classification and/or Pay Grade), the employee shall have the option to accept the layoff or the demotion. In the case of an employee who accepts a demotion in lieu of layoff, it is understood that such employees shall have his/her seniority rights and recall rights as if he/she had accepted a layoff.
- (b) A laid off employee shall have the recall rights for a period of one (1) year from the date of layoff. Such recall rights shall be based on seniority i.e., last laid off, first reinstated. Recall rights shall apply to the department from which the employee was laid off.
- (c) If a vacancy exists in a department for which no employee is on recall then all laid off employees may apply except that if an employee is on layoff from a position in one department and the same classification in a different department is vacant that employee shall have preference based on seniority. Such recall shall be subject to a three (3) month probationary period.

### **SECTION 4. DISCIPLINARY ACTION**

Disciplinary action shall be administered for just cause and depending on the nature of the infraction may include a verbal or written warning, suspension without pay or discharge. All disciplinary action shall be subject to the grievance procedure.

- (a) No permanent employee shall be discharged except for just cause.
- (b) In the event of a suspension without pay or a discharge, the employee shall be given the reason therefore, in writing, within seven (7) calendar days, and a copy shall be mailed or given to the UNION.
- (c) Any material which may be considered disciplinary in nature or might reasonably be expected to lead to disciplinary action must be reviewed by an employee before it is placed in his/her Personnel File. The employee may submit a written notation regarding any such material and the same shall be attached to the file copy of the material in question.

### **SECTION 5. NOTICE OF VACANCY AND NEW CLASSIFICATION**

Notice of vacancies and/or new positions covered by this Agreement shall be posted on TOWN bulletin boards and sent to the president of the UNION three (3) working days

prior to any other public announcements. Such notices shall include job classification, rate range and job requirements, and qualifications for that classification as determined by the TOWN.

## **SECTION 6. TRANSFER, PROMOTION AND NEW POSITIONS**

Present employees who apply for a vacancy or a new position within the bargaining unit shall be considered prior to all other candidates. In filling a vacancy or a new position, qualifications, and departmental and town wide seniority respectively, shall be given consideration. If an involuntary permanent transfer shall become necessary, the employee with the least classification seniority in the department from which the transfer is being made shall be transferred first. Employees desiring a permanent transfer within the same job classification shall so inform the Personnel Director in writing.

## **ARTICLE IV** **HOURS OF WORK**

### **SECTION 1.**

Regular part time employees covered by this Agreement shall have their hours of work scheduled by their respective department heads as approved by the First Selectman or his/her designee.

### **SECTION 2.**

The normal workweek for all regular full time employees, except as set forth in Schedule B, shall be a five (5) day, thirty-five (35) hour work week with two (2) consecutive days off. Daily hours for such thirty-five (35) hour employees shall be eight (8) hours including a one (1) hour lunch period. All other regular full time employees shall work the hours set forth in Schedule "B" to include a one-half (1/2) hour lunch period.

### **SECTION 3.**

Unless otherwise provided in Schedule B, work performed by regular full time employees beyond eight (8) hours in any one (1) day or forty (40) hours in any week shall be compensated at one and one-half (1 ½) times the regular hourly rate of pay. All overtime work must be approved in advance by the department head or his/her designee.

### **SECTION 4.**

Work performed on Sunday will be compensated at two (2) times the regular hourly rate of the employee except for those employees whose regular schedule includes Sunday.

## **SECTION 5.**

Overtime and call lists shall be established, maintained and posted in order that such overtime and call back work be offered to and distributed as equally as possible on a rotating basis within a department or a division by classification. In the event that overtime work is required and all employees on the overtime roster have refused such overtime, the employee first offered the overtime shall be required to perform such work.

## **ARTICLE V WAGES AND BENEFITS**

### **SECTION 1. WAGES**

Annual wages effective for the Fiscal Years 2017/18, 2018/19, 2019/20 and 2020/21; for the classifications covered by this Agreement are set forth in the Wage Schedules, attached as Schedule D. Effective and retroactive to July 1, 2017, employees shall receive a general wage increase of two and one-half percent (2.5%), in addition employees not at the maximum step shall advance one (1) step. Effective July 1, 2018, employees shall receive a general wage increase of two and one-half percent (2.5%), in addition employees not at the maximum step shall advance one (1) step. Effective July 1, 2019 employees shall receive a general wage increase of two and one-half percent (2.5%), in addition employees not at the maximum step shall advance one (1) step. Effective July 1, 2020, employees shall receive a general wage increase of two and one-half percent (2.5%), in addition employees not at the maximum step shall advance one (1) step.

### **SECTION 2. PRODUCTIVITY AND SERVICE AWARD**

An employee shall be eligible for an award bonus if he/she has met the criteria for the program as described in Schedule C.

### **SECTION 3. MEDICAL, DENTAL, AND PRESCRIPTION DRUGS**

Each regular full time employee shall be entitled to the following medical benefits:

- (a) Luminos High Deductible HSA Plan. The HSA plan shall be the TOWN "base" plan offered to employees.

Upon ratification and implementation, the HSA deductible shall be \$2,000 for individuals/\$4,000 two person and family or an amount pro-rated appropriately. The Town will contribute 50% of the deductible for regular, full time active employees participating in the HSA.

- (b) Employees and their eligible dependents may participate in the Anthem Blue Cross/Century Preferred Plan by paying the cost of difference between the net cost of the HSA (cost less applicable employee premium cost share) and the cost of the POS Anthem Blue Cross/Century Preferred Plan for the employee and dependents

with:

- (1) \$15 Co-pay per office visit-for medical care
- (2) \$00 Co-pay per Office Visit for Preventative Care According to Schedule
- (3) \$200 Co-pay per hospital admission.
- (4) \$100 Out Patient Surgery
- (5) \$100 per admission Emergency Room
- (6) \$50 Urgent Care
- (7) \$200/\$400/\$500 deductibles.
- (8) 80/20 coinsurance to \$3500/\$7000/\$8750; 100% thereafter

As an alternative to the above plan, the TOWN shall offer a Health Reimbursement Account (HRA) with a \$1,500 individual deductible and a \$3,000 for two person or family deductible, which deductibles shall be funded 75% by the TOWN.

(b) Prescription Drug Plan for participants and their dependents with the following copayments:

|               | Pharmacy<br>(One month supply) | Mail Order<br>(Two month supply) |
|---------------|--------------------------------|----------------------------------|
| Generic Drugs | \$5.00                         | \$5.00                           |
| Formulary     | \$15.00                        | \$15.00                          |
| Non-Formulary | \$30.00                        | \$30.00                          |
| Specialty     | \$30.00                        | \$30.00                          |

Prescription Drug Plan - Specialty Pharmacy Medications

Oral and injectable Specialty Medications, as determined by Express Scripts or a successor carrier, will be covered under the prescription drug plan with a valid prescription and prior authorization. Specialty Medications must meet the carrier's criteria of medical necessity and be the most effective and approved treatment for the prescribed medical condition, as determined by the U.S. Food & Drug Administration (FDA). Specialty Medications are subject to quantity limits based on FDA dosing guidelines.

The co-pays for Specialty Medications are third tier (non-formulary).

The initial prescription for a Specialty Medication, after receiving prior authorization, may be filled at a retail pharmacy. Refills must be obtained from the carrier's Specialty Pharmacy.

Medications dispensed at a physician's office or hospital are not covered by the Prescription Drug Plan. Coverage for these medications is determined by the medical plan.

(c) The Town will make every effort in connection with the plan to insure the confidentiality of information pertaining to drugs prescribed/used by employees and their dependents.

(d) The Blue Cross Flexible Dental Plan will be available for Single, Single Plus One, and Family by paying the applicable percentage contribution of the Fully Allocated rate for the coverage selected. The maximum annual payments from the Blue Cross Flexible Dental Plan for each participant shall be \$1,500.

(e) Each employee shall be entitled to receive \$100 annually towards the cost of eyeglasses.

(f) Reference to a specific health insurance provider shall be intended solely as a point of reference for benefits, and shall not obligate the TOWN to provide benefits through any particular provider. The TOWN shall have the right to change carriers for, or to self-fund, health insurance coverage provided it first notifies the UNION and the new plan is comparable on an overall basis. In the event of a dispute as to comparability of the plan, the matter shall be submitted to arbitration.

#### **SECTION 5. NEW HIRES AND REGULAR PART-TIME EMPLOYEES**

- (a) New hires shall not be eligible for the benefits under SECTION 3 MEDICAL, DENTAL AND PRESCRIPTION DRUGS and SECTION 7 LIFE INSURANCE until the first of the month following the completion of their respective probationary periods.
- (b) All new hires upon becoming eligible for health insurance shall be enrolled in the Luminos High Deductible HSA Plan or have the option to enroll in the Anthem Blue Cross/Century Preferred Plan by paying the difference between the net cost of the HSA (cost less applicable employee premium cost share) and the cost of the POS.
- (c) Regular parttime employees, who apply, shall be eligible for the same plans (Luminos High Deductible HSA Plan, Anthem Blue Cross/Blue Shield Century Preferred Plan (buy up by paying the difference between the net cost of the HSA and the cost of the POS, and Flexible Dental) with the cost of the individual coverage for the HSA being assumed by the TOWN, but such part time employees shall not be eligible for dependent coverage except at their own expense.

#### **SECTION 6. EMPLOYEE CONTRIBUTIONS**

If an employee elects coverage through the Luminos High Deductible HSA Plan, then effective upon the Parties' ratification of this Agreement and upon implementation of the plan each employee shall contribute the following percent of the Fully Allocated Rate of the plan. All such contributions for health insurance will be exempt from Federal Tax.

For the fiscal year 2017-18, each employee shall contribute eleven (11%) percent of the cost of said insurance. For the fiscal year 2018-19, each employee shall contribute eleven (12.0%) percent of the cost of said insurance.

For the fiscal year 2019-20, each employee shall contribute thirteen (13%) percent of the cost of said insurance. For the fiscal year 2020-21, each employee shall contribute fourteen (14%) percent of the cost of said insurance.

If an employee elects coverage through the preferred provider organization, the employee shall contribute fourteen (14%) percent of the cost of said insurance.

If an employee elects coverage through an HRA, each employee shall contribute eleven (11%) percent of the cost of said insurance.

## **SECTION 7. LIFE INSURANCE**

The TOWN shall provide and pay for a group life insurance policy for each regular full time and part time employee in an amount equal to one times that employee's base salary, rounded to the nearest one thousand dollars, to a maximum of \$50,000.

## **SECTION 8.**

Upon retirement from the employment of the TOWN, each retiree shall be permitted to continue coverage as available for retired employees under said group medical insurance except that the retiree shall assume the full costs of such coverage except as otherwise provided in the Municipal Employees Retirement Plan; and provided further, that such coverage shall continue only during such period of time as the retiree is not employed elsewhere wherein similar benefits are available.

## **ARTICLE VI PAID HOLIDAYS**

### **SECTION 1.**

Regular full time and regular part time employees shall be paid for and have the following days off as holidays:

|                        |                        |
|------------------------|------------------------|
| Independence Day       | Christmas Day          |
| Labor Day              | Day before New Year    |
| Columbus Day           | New Year's Day         |
| Veterans Day           | Martin Luther King Day |
| Thanksgiving Day       | President's Day        |
| Day after Thanksgiving | Memorial Day           |
| Day before Christmas   |                        |

**SECTION 2.**

A regular part time employee shall be paid holiday pay on the basis of his/her average daily hours worked during the previous fiscal year.

**SECTION 3.**

If any of the listed holidays falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Friday before shall be considered the holiday. If any of the listed holidays falls on a scheduled vacation day, the employee shall be given an extra day off.

**SECTION 4.**

Work performed on a holiday shall be compensated at one and one-half (1 1/2) times the regular hourly rate of the employee in addition to holiday pay; or in lieu of such holiday pay the employee may elect to take compensatory time in accordance with FLSA regulations. In no event shall holiday pay exceed two and one-half times the regular rate of pay. Compensatory time off for holiday work will be selected by the employee with the approval of the department head or his/her designee.

**SECTION 5.**

Employees regularly scheduled to work on Easter Sunday shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for the hours worked that day and shall be given compensatory time off as provided in Section 4 above at straight time for all hours worked.

**SECTION 6.**

In view of the fact that the regularly scheduled work week may from time to time include Holidays, Civilian Dispatchers and Animal Control Officers shall be paid for twelve (12) full holidays and two half-day holidays per fiscal year, in lieu of additional compensation for working such holidays. Holiday pay shall be distributed on the payroll day immediately preceding the following dates:

- December 1st (each fiscal year)                      Six (6) Holidays
- June 1st (each fiscal year)                              Seven (7) Holidays

**ARTICLE VII**  
**VACATIONS**

**SECTION 1.**

- (a) A permanent employee who has completed one (1) or more years of service as of each July 1<sup>st</sup> shall receive two (2) weeks' vacation with pay. An employee with less than one (1) year of service on July 1<sup>st</sup> shall receive

vacation on a pro-rata basis. An employee who has completed two (2) years of service as of July 1<sup>st</sup> shall receive three (3) weeks' vacation with pay.

- (b) Each employee who has completed eleven (11) or more years of service on June 30<sup>th</sup> of any fiscal year shall receive the following working days of vacation leave with pay in the next ensuing fiscal year:

|                                       |                                |
|---------------------------------------|--------------------------------|
| Completion of eleven (11) years       | Sixteen (16) Working Days      |
| Completion of twelve (12) years       | Seventeen (17) Working Days    |
| Completion of thirteen (13) years     | Eighteen (18) Working Days     |
| Completion of fourteen (14) years     | Nineteen (19) Working Days     |
| Completion of fifteen (15) years      | Twenty (20) Working Days       |
| Completion of Twenty-one (21) years   | Twenty-one (21) Working Days   |
| Completion of Twenty-two (22) years   | Twenty-two (22) Working Days   |
| Completion of Twenty-three (23) years | Twenty-three (23) Working Days |
| Completion of Twenty-four (24) years  | Twenty-four (24) Working Days  |
| Completion of Twenty-five (25) years  | Twenty-five (25) Working Days  |

Notwithstanding the above, employees hired on or after July 1, 2014 shall receive a maximum of twenty (20) working days, after fifteen (15) years of service, and are not eligible for additional days.

## **SECTION 2. WHEN VACATIONS ARE TAKEN**

Vacations shall be taken in the fiscal year following the year in which it was earned except that special permission may be granted any employee by the First Selectman to carry over unused vacation from one year only to the next following year. New hire probationary employees may not take earned vacation during their probationary period.

## **SECTION 3.**

Any employee shall be entitled to earned vacation pay if he/she is laid off due to a reduction in the work force, or if he/she resigns or retires from his/her position. There shall be no payout of vacation pay for an employee who is terminated for just cause.

## **SECTION 4.**

Regular part time employees who are covered by this Agreement shall receive vacation benefits on a pro-rata basis and shall be paid vacation pay on the basis of his/her average weekly hours (or average daily hours where applicable) worked during the previous fiscal year.

## **SECTION 5. ACCUMULATED VACATION AND PAY AT DEATH**

In the event of the death of an employee, if the deceased employee has unused or

earned vacation time due him/her, his/her spouse shall receive the accumulated time in monetary value. If such employee is not survived by a spouse, such vacation pay shall be paid to his/her estate.

**ARTICLE VIII**  
**LEAVE PROVISIONS**

**SECTION 1. SICK LEAVE**

Each permanent employee shall be entitled to accumulated sick leave with pay at the rate of one day per month from the date of employment provided, however, the TOWN may require satisfactory proof of illness when sick leave is taken. Up to three (3) days of sick leave may be taken for family illness. Upon the expiration of accumulated sick leave at full pay, employees will be entitled to sick leave at the rate of one half (1/2) pay as follows:

| <u>YEARS OF SERVICE</u> | <u>WORKING DAYS AT HALF PAY</u> |
|-------------------------|---------------------------------|
| 0-3 years               | 30                              |
| 3 or more               | 60                              |

This provision for half- pay if an employee has exhausted his/her sick leave at full pay is to ensure that the employee is not left without any compensation while still recuperating from an extended illness. Therefore, the use of sick leave at half-pay shall be limited to the following:

- (a) when an employee has been absent due to an extended illness (more than five days).
- (b) when an employee has exhausted sick leave at full pay due to an extended illness (more than five days) during the prior twelve months.
- (c) when an employee provides medical documentation showing the necessity for periodic absences due to a chronic illness.

Each regular part time employee shall be entitled to sick leave on the same basis except that the compensation therefore shall be based on the average daily hours worked during the previous fiscal year.

**SECTION 2. EXTENSION OF SICK LEAVE**

If an employee uses all of his/her sick leave and he/she is not eligible to be placed on pension, the First Selectman may grant the employee sick leave without pay for a maximum time of one (1) year He/she will be reinstated, if he/she is able to return to work before his/her leave terminated, upon physician's certification to perform his/her

duties without loss of rank, seniority rights or any privileges.

### **SECTION 3. INJURY LEAVE UP TO MAXIMUM RECOVERY**

Each employee, who is injured or disabled in the performance of his/her duties, shall be entitled for the first ten (10) work days of absence due to injury leave to receive two thirds (2/3) of gross pay and to full pay thereafter (not to be charged to earned sick leave) less Worker's Compensation from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed one (1) year cumulative for an injury, including any period of light duty. Nothing herein shall affect rights or benefits under existing Workers' Compensation law. If such employee is unable to return to duty, he/she shall be eligible for a disability pension, under the Pension Plan, if qualified.

### **SECTION 4. FUNERAL LEAVE**

(a) Three- (3) working days' special leave with pay shall be granted for a death in the immediate family starting with the day of death. Immediate family shall mean wife, husband, sister, brother, father, mother, grandparents, children, grandchildren, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

(b) One (1) day's special leave with pay shall be granted in the event of the death of a relative not included in the definition of immediate family.

(c) Extensions may be given for just cause by the First Selectman or designee.

### **SECTION 5. DEATH BENEFITS**

In addition to any other payments or benefits to which he/she may be entitled, the spouse of any employee who dies during the term of this Contract shall receive the next four (4) weeks' pay otherwise due the employee. If such employee is not survived by a spouse, such terminal pay shall be paid to his/her estate.

### **SECTION 6. PALL BEARER LEAVE**

Leave with pay for an employee to act as pallbearer shall be granted upon approval of the First Selectman or designee.

### **SECTION 7. LEAVE WITHOUT PAY**

The First Selectman may grant a leave of absence without pay not to exceed one (1) year to an employee who requests such leave in writing for valid personal reasons. Leave shall not be unreasonably withheld and terms of the leave shall be specified in the letter granting the leave. Leave for other employment shall not be grounds for leave of absence. During a leave of absence, there shall be no accrual of sick leave, vacation or other leave, nor accrual of time for pension purposes. All health benefits and

life insurance may be continued at the expense of the employee.

**SECTION 8. PERSONAL LEAVE**

An employee, except new hires during their perspective probationary periods, with the prior approval of the head of the department (except in an emergency) shall be entitled to three (3) personal leave days in each fiscal year for personal business or for an illness in the immediate family requiring the presence of such employee.

**SECTION 9. MILITARY LEAVE**

Any employee required to serve on military duty for training because of membership in the National Guard or in the Reserve of the U.S. Armed Forces shall be granted time off to meet the required military obligation, but not to exceed thirty (30) days in any one calendar year. In the event the military base pay for any such duty for training is less than the normal wages from the Town for the same period, said employee shall be paid the difference by the Town

**SECTION 10. MATERNITY LEAVE**

Maternity leave shall be granted in accordance with state statutes.

**SECTION 11.**

Sick leave, vacation leave, holiday pay and clothing allowance shall not accrue while an employee is on an unpaid leave of absence.

**SECTION 12.**

An approved leave of absence will run concurrently with any entitlement the employee may have under the FMLA.

**ARTICLE IX**  
**GRIEVANCE PROCEDURES**

The purpose of this procedure is to provide an orderly method of adjusting grievances within the time limits specified. Any employee having a grievance concerning the interpretation or application of any provision of this Agreement may seek adjustment under this grievance procedure by filing a summary, of his/her particular grievance in writing with his/her immediate superior within fifteen (15) calendar days after the occurrence of the grievance or from the date the employee knew or should have known of the incident giving rise to the grievance. The UNION shall have the right to institute or withdraw from any grievance, or to participate at any step of the grievance procedure.

### **STEP 1. EMPLOYEE TO DEPARTMENT HEAD**

The employee and the UNION steward or both shall present to the Department Head all facts available pertaining to the problem. Within seven (7) calendar days the Department Head shall adjust the problem or notify the employee and his/her representative of his/her decision.

### **STEP 2. TO THE PERSONNEL DIRECTOR**

If the employee and the UNION feel there should be further review, the facts pertaining to the problem shall be presented to the Personnel Director in writing by the steward within seven (7) calendar days after a decision is rendered under Step 1. The Personnel Director shall review the problem and discuss it with the employee and his/her representative within seven (7) calendar days render his/her decision in writing.

### **STEP 3. TO THE FIRST SELECTMAN**

If the employee and the Union believe it is necessary, the UNION shall within seven (7) calendar days after a decision is rendered under Step 2, request a meeting with the First Selectman. The First Selectman shall, within seven (7) calendar days thereafter call a meeting of all the parties concerned and the UNION'S Grievance Committee and discuss the problem fully. The First Selectman may render a decision in writing, either at the end of the meeting or within seven (7) calendar days after the meeting to the Representative of the UNION.

### **STEP 4. ARBITRATION**

In the event the employee and the UNION feel that further review is justified, he/she shall within seven (7) calendar days after the First Selectman renders his/her decision file notice of appeal to submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be final and binding on both parties. Each party shall be liable for their own share of expenses and any general expenses of the arbitration not applicable to either party shall be mutually shared by both parties. The Arbitration Board shall not have authority to amend, modify, alter or otherwise change the language of this Agreement.

The time limits specified herein may be extended by mutual agreement in writing between the President of the UNION and the First Selectman or his/her designee.

**ARTICLE X**  
**NO STRIKE - NO LOCKOUT**

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the TOWN'S operation by employees or employee, nor shall there be any lockout by the TOWN in any part of the TOWN'S operation

**ARTICLE XI**  
**MANAGEMENT RIGHTS**

Except as otherwise specifically provided in this Agreement, the TOWN reserves all rights of management, whether by statute or otherwise, to direct and control the operation of the TOWN facilities and the TOWN employees, including, but not limited to, the right to: determine the standards of services to be offered by TOWN employees; to determine the standards of selection for Town employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which the TOWN's operations are to be conducted; to exercise complete control and discretion over its organization and technology of performing its work; subject to bargaining, as may be required under the Municipal Employees Labor Relations Act, to issue rules, policies and regulations, including those effecting working conditions; from time to time to change those rules, policies and regulations and enforce them; to determine work schedules; and to determine the content of job descriptions; and to fulfill all of its legal responsibilities.

**ARTICLE XII**  
**ASSOCIATION SECURITY**

**SECTION 1.**

The President, Vice-President, Secretary and Treasurer of the UNION shall have super-security during their tenure in office in the event of a layoff in their classification. Irrespective of seniority, they shall be the last to be laid off.

**SECTION 2.**

With the prior approval of the First Selectman, officers of the UNION who are TOWN employees may be granted time off without loss of pay to attend to UNION business up to a maximum of nine (9) days total for all such officers in each year of this Agreement.

**SECTION 3.**

Up to 3 members of the negotiating Committee shall be excused from duty with full pay to attend negotiations when such negotiations occur during the workday. Caucusing and

preparation shall not occur during the workday.

### **ARTICLE XIII PENSION PLAN**

- (a) The parties agree that the document entitled Retirement Plan for Municipal Employees of the Town of Westport, Connecticut (As Amended and Restated Effective July 1, 2003) shall be incorporated herein, as part of this collective bargaining agreement; provided, however, that such "Retirement Plan for Municipal Employees of the Town of Westport" as amended, shall not be subject to change, modification, reopening or amendment of any kind except by mutual agreement of the parties until June 30, 2020.
- (b) The employee contributions to the said Pension Plan shall be 4.5% of base compensation, effective July 14, 2017, 5.0% on July 1, 2018, 5.50% effective July 1, 2019 and 6.0% effective July 1, 2020 for employees covered by this Agreement hired prior to July 14, 2017.
- (c) An employee who has accrued unused sick time at his/her retirement date, shall have such unused sick time, to a maximum of sixty (60) days, included in said employees "credited service" under the aforesaid "Retirement Plan for the Town of Westport." Sixty (60) days of accumulated sick time will entitle the employee to three (3) calendar months of credited service for benefit computation. If the employee has less than sixty (60) days in unused sick time prior to his/her Retirement Date, no sick time may be included as accredited services for the purpose of Retirement.
- (d) Employee pension contributions will be tax exempt under Section 414(h) of the Code.

### **ARTICLE XIV 401(k) PLAN**

Employees covered by this Agreement are eligible to participate in the Town's 401(k) program. Employees hired on or after July 14, 2017 will participate in the Defined Contribution Plan with a match by the Town of 5% of base compensation.

### **ARTICLE XV MISCELLANEOUS**

#### **SECTION 1. JURY DUTY**

Leave for jury duty shall be granted without loss of pay except that any remuneration received by the employee for such Jury duty shall be deducted from his/her pay so that in no event, can the total amount exceed a regular day's pay. The employer reserves the right to have the employee excused from jury duty.

## **SECTION 2. WORK CLOTHING ALLOWANCE**

Individuals assigned to the Survey Crew or Construction Inspection or employed as Engineer I and 11, Engineer Assistant, Assistant Building Official, Animal Control Officer, Assistant Animal Control Officer, Zoning Official, Zoning Enforcement Officer, Conservation Analyst or Conservation Compliance Officer shall receive a work clothing allowance of Four Hundred Dollars (\$400) per year to be expended for appropriate clothing related to their employment and subject to the rules and regulations as may be promulgated by the First Selectman. One-half (1/2) of such allowance shall be paid in July each year and one-half (1/2) in January.

A new employee in any of the aforesaid classifications who is hired after January, in any year, shall receive one-half (1/2) of the allowance in that fiscal year. Civilian Dispatchers shall be provided with uniforms by their Department.

## **SECTION 3.**

Helmets shall be furnished employees on the job wherever overhead hazards exist. Foul weather gear shall be furnished by the TOWN when the job so requires.

## **SECTION 4. CALL BACK**

Unless otherwise provided in Schedule B, an off-duty employee called for emergency work shall be given a minimum of three (3) hours work at one and one-half times his/her regular hourly rate of pay.

## **SECTION 5. MILEAGE ALLOWANCE**

Any employee required to use his/her automobile for TOWN business shall be reimbursed at the same rate as other TOWN employees as determined by the First Selectman.

## **SECTION 6. EDUCATIONAL REIMBURSEMENT**

In the event the First Selectman requires an employee to attend or participate in any course of study or out of town program for purposes of improving job skills, then the TOWN agrees to reimburse such employee for all reasonable costs attendant thereto.

## **SECTION 7. INFORMATION TO MEMBERS**

The TOWN agrees to provide each bargaining unit employee with a copy of this Agreement, a copy of the Retirement Plan, an Annual Statement as of June 30th, setting forth unused accumulated sick leave to that date, and an Annual Statement of the employee's contribution to the Retirement Plan as of June 30th.

## **SECTION 8. NOTIFICATION TO UNION**

The TOWN agrees to notify the Union of the date of hiring, termination, permanent transfer and/or promotion of employees covered by the Contract within thirty (30) days of such occurrence with notification as to classification and rate step and the employee's current salary and pay grade.

Any probational period shall be included in determining length of service.

## **SECTION 9. SAFETY**

Should an employee complain that his/her work requires him/her to be in an unsafe or unhealthy situation in violation of acceptable safety rules, the matter shall be considered immediately by the representative of the TOWN. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedures of this Agreement.

## **ARTICLE XVI SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby.

## **ARTICLE XVII SUBCONTRACTING**

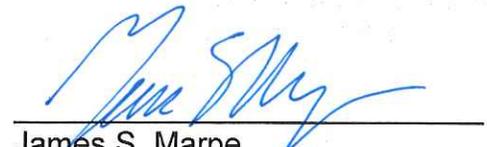
Before the Town enters into any new agreement to subcontract any work that is presently being performed by members of the bargaining unit, it shall discuss with the representatives of the bargaining unit why the Town is contemplating the subcontracting of the bargaining unit's work.

## **ARTICLE XVIII DURATION**

Except as otherwise provided herein, the effective date of this Agreement shall be the day following approval of this Agreement by the Representative Town Meeting. Thereafter, this Agreement shall remain in full force and effect without reopening of any kind through June 30, 2021. It shall continue from year to year thereafter, unless either party gives notice to the other of its intention to change, modify or terminate this Agreement, which notice to the other party must be given in writing prior to November 1<sup>st</sup> preceding its termination.

No benefit or other contract shall be applied retroactively unless expressly stated as such herein.

FOR THE TOWN OF WESTPORT:

  
James S. Marpe  
First Selectman

  
Ralph M. Chetcuti  
Personnel/Human Resources Director

5/09/18  
Date

FOR THE UNION,  
Local 1303-387 WMEU Council  
#4, AFSCME, AFL-CIO:

  
Amrik Matharu  
President

  
Anthony Taccone  
Vice President

**SCHEDULE A**  
**INCREMENT FORMULA**

An employee hired prior to January 1<sup>st</sup> in any fiscal year shall be entitled to a full step in the applicable salary schedule on the following July 1<sup>st</sup>; an employee hired, between January 1<sup>st</sup> and March 31<sup>st</sup> in any fiscal year shall be entitled to a one-half (1/2) step in the applicable salary schedule on the following July 1<sup>st</sup> and shall be entitled to one and one half (1 1/2) steps the following July 1<sup>st</sup>; and an employee hired between April 1<sup>st</sup> and June 30<sup>th</sup> shall not be entitled to a step increase on the next following July 1<sup>st</sup>. In no event, shall a step increase be granted until completion of a probationary period nor shall any step increase for any employee exceed the top step of the applicable salary schedule.

**SCHEDULE B  
WORK SCHEDULES**

The following regular employees shall work the schedule listed below and this shall be considered their normal work schedule:

POSITION:

ANIMAL CONTROL OFFICER  
ASSISTANT ANIMAL CONTROL OFFICER

The Animal Control Officer shall work thirty-five (35) hours per week as scheduled by the Police Chief. Assistant Animal Control Officers shall work a minimum of twenty (20) hour per week up to thirty (30) hours per week as scheduled by the Police Chief. Call back hours for the Animal Control Officer and Assistant Animal Control Officer shall be paid at straight time with a minimum of three (3) hours pay. Hours in excess of 40 hours per week will be paid at one and one half (1-1/2) times the regular rate. Overtime provisions for Sunday work shall not apply.

CIVILIAN DISPATCHER

Employees in this classification shall work on a rotating shift basis for an annual average total of thirty-seven and one-half (37 1/2) hours per week. An employee who works in excess of his/her total hours normally scheduled, during his/her scheduled work period, shall be compensated for such additional hours at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. Two eight hours shifts per week shall be assigned to a part-time Civilian Dispatcher (not a bargaining unit member.)

**SCHEDULE C**  
**PRODUCTIVITY AND SERVICE AWARD**

Effective July 1 of each fiscal year, employees shall be eligible for an award bonus if he/she has achieved the years of service, sick leave accrual and maximum sick leave usage as shown below:

| REQUIRED         |                    | Sick Leave Used<br>(July 1 – June 30) | Award** |
|------------------|--------------------|---------------------------------------|---------|
| Years of Service | Accrued Sick Leave |                                       |         |
| 5 to 9 years     | 30 days            | 4 or fewer days                       | \$100*  |
|                  | "                  | 5 or fewer days                       | \$ 90   |
|                  | "                  | 6 or fewer days                       | \$ 75   |
|                  | -0-                | 0                                     | \$50    |
| 10 to 14 years   | 60 days            | 4 or fewer days                       | \$200*  |
|                  | "                  | 5 or fewer days                       | \$175   |
|                  | "                  | 6 or fewer days                       | \$150   |
|                  | -0-                | 0                                     | \$100   |
| 15 to 19 years   | 90 days            | 4 or fewer days                       | \$300*  |
|                  | "                  | 5 or fewer days                       | \$270   |
|                  | "                  | 6 or fewer days                       | \$225   |
|                  | -0-                | 0                                     | \$150   |
| 20 or more years | 120 days           | 4 or fewer days                       | \$400*  |
|                  | "                  | 5 or fewer days                       | \$350   |
|                  | "                  | 6 or fewer days                       | \$300   |
|                  | -0-                | 0                                     | \$200   |

\*An additional \$50 bonus shall be awarded to an employee with the required sick leave accrual who has used no sick leave in the Fiscal Year.

\*\*Awards will be disbursed in a lump sum in the first pay period of December in the fiscal year following the year in which it was earned. Such awards shall not be included in calculations for pension purposes. Service shall be calculated as of the July 1st in the Fiscal year in which sick leave usage is calculated (i.e. 7/1/2001 for eligibility in Fiscal Year 2001/02).

**WMEU Salaries**

July 1, 2017 - June 30, 2018 - 2.50%

| PG   | CLASSIFICATION   | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> |
|------|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| I    |  | \$32,330      | \$33,946      | \$35,643      | \$37,425      | \$39,297      | \$41,262      | \$43,325      |
| II   | <u>Parking Attendant</u>   | \$35,401      | \$37,172      | \$39,030      | \$40,982      | \$43,031      | \$45,182      | \$47,441      |
| III  | Assistant Animal Control Officer<br><u>Clerical Assistant</u>  | \$38,764      | \$40,703      | \$42,738      | \$44,875      | \$47,118      | \$49,474      | \$51,948      |
| IV   | <u>Administrative Assistant I</u><br><u>Service Assistant I</u>  | \$42,447      | \$44,570      | \$46,798      | \$49,138      | \$51,595      | \$54,175      | \$56,883      |
| V    | Administrative Assistant II<br>Animal Control Officer<br>Assessor Technician<br>Building Assistant<br>Civilian Dispatcher<br>Engineering Assistant<br>Assistant Registrar of Vital Statistics<br><u>Land Use Coordinator</u> | \$46,480      | \$48,804      | \$51,244      | \$53,906      | \$56,496      | \$59,321      | \$62,287      |
| VI   | <u>Accounting Assistant I</u><br><u>Assistant Town Clerk</u>   | \$50,895      | \$53,440      | \$56,112      | \$58,918      | \$61,864      | \$64,957      | \$68,205      |
| VII  | Accounting Assistant II<br>Conservation Compliance Officer<br><u>Zoning Official</u>   | \$55,731      | \$58,518      | \$61,444      | \$64,516      | \$67,742      | \$71,129      | \$74,685      |
| VIII | Conservation Analyst<br>Engineer II/GIS<br>Engineer II<br><u>Planner</u>   | \$61,024      | \$64,076      | \$67,279      | \$70,643      | \$74,176      | \$77,884      | \$81,779      |
| IX   | Assistant Building Official<br><u>Engineer I</u>   | \$66,823      | \$70,164      | \$73,672      | \$77,356      | \$81,224      | \$85,285      | \$89,549      |

**F**

**WMEU Salaries**

**July 1, 2018 - June 30, 2019 - 2.50%**

| PG   | CLASSIFICATION   | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> |
|------|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| I    |  | \$33,138      | \$34,795      | \$36,534      | \$38,631      | \$40,279      | \$42,293      | \$44,408      |
| II   | <u>Parking Attendant</u>   | \$36,286      | \$38,101      | \$40,006      | \$42,006      | \$44,106      | \$46,312      | \$48,627      |
| III  | Assistant Animal Control Officer<br><u>Clerical Assistant</u>  | \$39,734      | \$41,720      | \$43,806      | \$45,997      | \$48,296      | \$50,711      | \$53,247      |
| IV   | Administrative Assistant I<br><u>Service Assistant I</u>   | \$43,508      | \$45,684      | \$47,968      | \$50,3687     | \$52,885      | \$55,529      | \$58,306      |
| V    | Administrative Assistant II<br>Animal Control Officer<br>Assessor Technician<br>Building Assistant<br>Civilian Dispatcher<br>Engineering Assistant<br>Assistant Registrar of Vital Statistics<br><u>Land Use Coordinator</u> | \$47,642      | \$50,024      | \$52,525      | \$55,151      | \$57,909      | \$60,804      | \$63,844      |
| VI   | Accounting Assistant I<br><u>Assistant Town Clerk</u>  | \$52,168      | \$54,776      | \$57,515      | \$60,391      | \$63,410      | \$66,581      | \$69,910      |
| VII  | Accounting Assistant II<br>Conservation Compliance Officer<br><u>Zoning Official</u>   | \$57,125      | \$59,981      | \$62,978      | \$66,129      | \$69,435      | \$72,907      | \$76,552      |
| VIII | <u>Conservation Analyst</u><br><u>Engineer II/GIS</u><br><u>Engineer II</u><br><u>Planner</u>  | \$62,550      | \$65,768      | \$68,961      | \$72,409      | \$76,030      | \$79,831      | \$83,823      |
| IX   | Assistant Building Official<br><u>Engineer I</u>   | \$68,493      | \$71,918      | \$75,514      | \$79,290      | \$83,254      | \$87,417      | \$91,788      |

**F**

**WMEU Salaries**

**July 1, 2019 - June 30, 2020 - 2.50%**

| <b>PG</b> | <b>CLASSIFICATION</b>   | <b><u>Step 1</u></b> | <b><u>Step 2</u></b> | <b><u>Step 3</u></b> | <b><u>Step 4</u></b> | <b><u>Step 5</u></b> | <b><u>Step 6</u></b> | <b><u>Step 7</u></b> |
|-----------|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| I         |   | \$33,966             | \$35,665             | \$37,448             | \$39,320             | \$41,286             | \$43,350             | \$45,518             |
| II        | <u>Parking Attendant</u>  | \$37,194             | \$39,053             | \$41,006             | \$43,056             | \$45,2109            | \$47,470             | \$49,843             |
| III       | Assistant Animal Control Officer<br><u>Clerical Assistant</u>   | \$40,727             | \$42,673             | \$44,901             | \$47,147             | \$49,504             | \$51,979             | \$54,578             |
| IV        | Administrative Assistant I<br><u>Service Assistant I</u>  | \$44,596             | \$46,826             | \$49,167             | \$51,627             | \$54,207             | \$56,917             | \$59,763             |
| V         | Administrative Assistant II<br>Animal Control Officer<br>Assessor Technician<br>Building Assistant<br>Civilian Dispatcher<br>Engineering Assistant<br>Assistant Registrar of<br>Vital Statistics<br><u>Land Use Coordinator</u> | \$48,833             | \$51,274             | \$53,838             | \$56,530             | \$59,356             | \$62,324             | \$65,440             |
| VI        | Accounting Assistant I<br><u>Assistant Town Clerk</u>   | \$53,472             | \$56,146             | \$58,953             | \$61,900             | \$64,995             | \$68,245             | \$71,657             |
| VII       | Accounting Assistant II<br>Conservation Compliance<br>Officer<br><u>Zoning Official</u>   | \$58,553             | \$61,480             | \$64,554             | \$67,782             | \$71,171             | \$74,730             | \$78,466             |
| VIII      | Conservation Analyst<br>Engineer II/GIS<br>Engineer II<br><u>Planner</u>  | \$64,114             | \$67,319             | \$70,685             | \$74,220             | \$77,931             | \$81,827             | \$85,919             |
| IX        | Assistant Building Official<br><u>Engineer I</u>  | \$70,206             | \$73,716             | \$77,402             | \$81,272             | \$85,334             | \$89,602             | \$94,082             |

**F**

**WMEU Salaries**

**July 1, 2020 - June 30, 2021 – 2.50%**

| <b>PG</b> | <b>CLASSIFICATION</b>   | <b><u>Step 1</u></b> | <b><u>Step 2</u></b> | <b><u>Step 3</u></b> | <b><u>Step 4</u></b> | <b><u>Step 5</u></b> | <b><u>Step 6</u></b> | <b><u>Step 7</u></b> |
|-----------|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| I         |   | \$34,815             | \$36,556             | \$38,384             | \$40,303             | \$42,318             | \$44,434             | \$46,656             |
| II        | <u>Parking Attendant</u>  | \$38,123             | \$40,030             | \$42,031             | \$44,133             | \$46,339             | \$48,656             | \$51,089             |
| III       | Assistant Animal Control Officer  | \$41,745             | \$43,832             | \$46,024             | \$48,325             | \$50,741             | \$53,279             | \$55,942             |
| IV        | <u>Clerical Assistant</u><br>Administrative Assistant I<br><u>Service Assistant I</u>   | \$45,711             | \$47,997             | \$50,396             | \$52,916             | \$55,562             | \$58,340             | \$61,257             |
| V         | Administrative Assistant II<br>Animal Control Officer<br>Assessor Technician<br>Building Assistant<br>Civilian Dispatcher<br>Engineering Assistant<br>Assistant Registrar of<br>Vital Statistics<br><u>Land Use Coordinator</u> | \$50,053             | \$52,556             | \$55,184             | \$57,943             | \$60,840             | \$63,882             | \$67,076             |
| VI        | Accounting Assistant I<br><u>Assistant Town Clerk</u>   | \$54,809             | \$57,549             | \$60,427             | \$63,448             | \$66,620             | \$69,951             | \$73,449             |
| VII       | Accounting Assistant II<br>Conservation Compliance<br>Officer<br><u>Zoning Official</u>   | \$60,017             | \$63,017             | \$66,168             | \$69,477             | \$72,950             | \$76,598             | \$80,428             |
| VIII      | Conservation Analyst<br>Engineer II/GIS<br>Engineer II<br><u>Planner</u>  | \$65,717             | \$69,002             | \$72,453             | \$76,075             | \$79,879             | \$83,873             | \$88,067             |
| IX        | Assistant Building Official<br><u>Engineer I</u>  | \$71,961             | \$75,559             | \$79,337             | \$83,304             | \$87,469             | \$91,842             | \$96,434             |

**F**

