

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

- And -

TOWN OF DURHAM

July 1, 2025 through and including June 30, 2028

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CONTRACT AGREEMENT

DURHAM TOWN EMPLOYEES - And - TOWN OF DURHAM

**Covering Period July 1, 2025
through and including
June 30, 2028**

PREAMBLE

Section 0.1

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

Section 0.2

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

ARTICLE 1 RECOGNITION

Section 1.1

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

Section 1.2

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

Section 1.3

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

ARTICLE 2
NON-DISCRIMINATION

Section 2.1

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

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1

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

Section 3.2

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

ARTICLE 4
AGENCY SHOP

Section 4.1

Upon request, the Town shall supply the Union President a list of all new Town employees on a quarterly basis.

Section 4.2

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

Section 4.3

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

Section 4.4

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

ARTICLE 5 **HOURS OF WORK**

Section 5.1

The regular work week for employees in the bargaining unit shall be forty (40) hours. The work schedule shall be Monday through Friday for all employees other than the Library.

Section 5.2

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

Section 5.3

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

Section 5.4

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

- A. provide scheduled public services on all scheduled work days;
- B. the provision of Section 5.5 shall not apply to Library employees;

- C. give rise to no premium payment for time worked unless as a result of “call-in” or total hours worked for the convenience of the Town exceeding eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

Section 5.5

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

Section 5.6

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

Section 5.7

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

Section 5.8

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

Section 5.9

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

ARTICLE 6 **OVERTIME**

Section 6.1

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

Section 6.2

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

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

Section 6.3

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

Section 6.4

Employees excused from working available overtime or emergency call-in time will be charged with having worked the overtime for purposes of establishing eligibility. Any employee, other than public works, called in to work outside their regular hours of work shall be paid a minimum of one (1) hour of pay, and any Public Works employee called in to work outside their regular hours of work shall be paid a minimum of four (4) hours, at the appropriate rate except when overtime is prescheduled immediately before or after the employee's regular hours. When prescheduled, the employee will receive overtime for the time worked.

Section 6.5

Overtime shall be offered to employees in the following order:

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

Section 6.6

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

Section 6.7

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

Section 6.8

The Town and Union agree that the Road Foreman shall be entitled to receive time and one-half for overtime only for (1) snow plowing work actually performed by him as a continuation of the past practice heretofore established by the parties; and (2) for other non-supervisory work actually performed by him in connection with a Town emergency and approved by the First Selectman; which in either case results in him working more than eight (8) hours per day or forty (40) hours per week. Except as otherwise set forth herein, the Road Foreman shall be considered ineligible for overtime compensation. It is understood that the Road Foreman's duties are primarily supervisory, and that he shall utilize his crew for snow plowing and other emergency-related duties to the maximum extent possible before performing any work which results in overtime compensation.

ARTICLE 7 **SENIORITY**

Section 7.1

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

Section 7.2

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

Section 7.3

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

Section 7.4

Annually, upon request, the Town will furnish to the Union a seniority list or list showing names and job titles of all employees in the bargaining unit.

Section 7.5

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

Section 7.6

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

Section 7.7

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

Section 7.8

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

ARTICLE 8 LAYOFFS

Section 8.1

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

Section 8.2

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

Section 8.3

Employees laid off shall, for a period of two (2) years from the date of termination, be accorded employment preference, in accordance with length of total continuous municipal service, in

being returned to their jobs if such job position is reinstated or to such other municipal position for which he/she may be qualified. To give effect to this Section, it shall be the responsibility of the employee to file and to maintain an employment application containing a serviceable phone contact. Failure to respond within ten (10) calendar days to a certified letter offering a reemployment opportunity shall constitute a waiver of reemployment preference.

ARTICLE 9 **DISCIPLINE**

Section 9.1

All discipline including termination shall be for just cause.

Section 9.2

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

Section 9.3

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

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

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

Section 9.4

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

ARTICLE 10 **NO STRIKE – NO LOCKOUT**

Section 10.1

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

Section 10.2

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

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1

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

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

Section 11.2

Any dispute or grievance shall be handled as follows:

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

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

Step 2a – As to the Library employees only, in the event the grievance is not adjusted to the satisfaction of the alleged aggrieved, the Library employee and his/her Union representative shall submit the grievance in writing to the Library Board of Directors within ten (10) working days and a copy of said grievance shall be furnished to the First Selectman.

Step 3 – When any party is still aggrieved with the answer received from Step 2 or 2a as may be applicable, such party, and his/her Union representative may submit the matter in dispute to arbitration by the State Board of Mediation and Arbitration. However, such matter shall be submitted to said Board within twenty (20) working days following receipt of the Step 2 or 2a decision and the decision of the Board of Mediation and Arbitration shall be final and binding upon all parties.

Section 11.3

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

Section 11.4

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

Section 11.5

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

Section 11.6

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

ARTICLE 12 **PENSIONS**

Section 12.1

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

Effective July 1, 2017, all new hires and any members of the Union with less than four years of credited service with the Town shall be entitled to participate in a 401(a) Defined Contribution Plan ("DC Plan"). Each employee who participates shall contribute six percent (6%) of their pay to the DC Plan. The Town shall make a matching three percent (3%) contribution for each employee who participates in the DC Plan. The Town shall offer semi-annual education meetings for all employees who participate in the DC Plan. Employees in the DC Plan will be given input as to the investment vehicles offered in the plan.

ARTICLE 13

SICK LEAVE

Section 13.1

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

Section 13.2

Each permanent full-time employee shall be credited with sick leave, with pay at the rate of one and one-quarter (1¼) days for each complete calendar month of service until the end of the fiscal year. Thereafter, each employee shall be granted fifteen (15) days with pay at the start of each fiscal year (July 1st). Sick leave accumulation shall be pro-rated for part-time employees. Sick leave accumulation shall be pro-rated for all employees for the fiscal year in which an employee terminates.

Section 13.3

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

Section 13.4

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

Section 13.5

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

Section 13.6

The Town may require sufficient proof for use of sick leave. The Town will not normally require a doctor's certificate for absences of three (3) days or less, except in cases of suspected abuse. Notwithstanding, the parties agree that the provisions of the Connecticut Paid Sick Leave Law, as may be amended, will apply.

Section 13.7

In cases of extreme emergency involving employees who, through serious or protracted illnesses have used up all accumulated sick leave, compensatory time off, and vacation leave, then an

extension of sick leave beyond the maximum provided for in these rules may be granted by the Town, as may be provided in the Personnel Rules of the Town of Durham in effect at the time.

Section 13.8

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

Section 13.9

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

Section 13.10

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

Section 13.11

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

Section 13.12

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

Section 13.13

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

Section 13.14

The Town agrees to abide by the provisions of the Family Medical Leave Act and the Connecticut Paid Sick Leave Law, as may be amended, will apply.

ARTICLE 14

SPECIAL AND FUNERAL LEAVE

Section 14.1

Special leave of three (3) working days shall be granted for attendance upon members of the immediate family whose serious illness (supported by a doctor's certificate) requires the care of such employees. Employees may use accrued leave time.

Section 14.2

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

Section 14.3

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

Section 14.4

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

Section 14.5

Military leave shall be allowed in accordance with any applicable state or federal law.

Section 14.6

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

ARTICLE 15

EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

Section 15.1

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

Section 15.2

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

ARTICLE 16
ACCESS TO INFORMATION

Section 16.1

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

ARTICLE 17
AGREEMENT TO BE CONTROLLING DOCUMENT

Section 17.1

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

ARTICLE 18
HEALTH AND SAFETY

Section 18.1

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

Section 18.2

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

Section 18.3

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

Section 18.4

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

ARTICLE 19
MILEAGE

Section 19.1

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

ARTICLE 20

PROBATION PERIOD

Section 20.1

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

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

Section 20.2

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

Step increases will be effective July 1st annually.

ARTICLE 21

WORKERS' COMPENSATION

Section 21.1

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

Section 21.2

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

Section 21.3

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

Section 21.4

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

Section 21.5

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

ARTICLE 22 **HOLIDAYS**

Section 22.1

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

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

Section 22.2

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

Section 22.3

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

Section 22.4

All full-time employees covered by this Collective Bargaining Agreement shall receive holiday pay for each of the above designated holidays based on the employee's scheduled work hours on the day the holiday is observed.

Section 22.5

Part-time employees shall receive holiday pay if the holiday is observed by the Town on a day the employee is scheduled to work. Holiday pay for part-time employees shall be based on the employee's scheduled work hours for such holiday.

Section 22.6

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

ARTICLE 23 **INSURANCE**

Section 23.1

STATE PARTNERSHIP HEALTH PLAN CONTRIBUTIONS

- July 1, 2025: 87.0% for the Town and 13.0%for the employee.
- July 1, 2026: 86.5% for the Town and 13.5%for the employee.
- July 1, 2027: 86.0% for the Town and 14.0%for the employee

Section 23.2

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

Section 23.4

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

Section 23.5

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

Section 23.6

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

Section 23.7

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

Section 23.8

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

Section 23.9

The Town shall provide a full Section 125 Plan.

Section 23.10

ARTICLE 24 **VACATIONS**

Section 24.1

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

Six (6) months to one (1) year	5 workdays
One (1) year to four (4) years	10 workdays
Five (5) years to nine (9) years	15 workdays
Ten (10) years to nineteen (19) years	20 workdays
Twenty (20) years or more	25 workdays

Section 24.2

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

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

Section 24.3

Each employee may be scheduled up to two (2) weeks' vacation time provided that the employees notify the Town no later than two weeks prior to such vacation request.

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

Section 24.4

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

ARTICLE 25

UNIFORMS

Section 25.1

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

Section 25.2

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

ARTICLE 26

MEAL ALLOWANCES

Section 26.1

Public Works employees only who are engaged in any storm or emergency activities on an overtime basis shall receive a meal allowance on the following basis:

Section 26.2

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

Section 26.3

Said meal allowance for breakfast and lunch will be paid at the rate of fifteen dollars (\$15.00) per meal and twenty dollars (\$20.00) per meal for dinner.

Section 26.4

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

Section 26.5

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

ARTICLE 27

WAGES

Section 27.1

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

3.00% effective July 1, 2025

3.00% effective July 1, 2026

3.00% effective July 1, 2027

The Crew Leader shall receive 3.75% effective July 1, 2025 and 3.00% in the following two years

The Mechanic shall receive a \$3.60 wage adjustment plus 3.00% effective July 1, 2025 and 3.00% in the following two years.

Section 27.2

The wage and grade structure are shown in Appendix B.

ARTICLE 28

SHIFT DIFFERENTIAL

Section 28.1

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

Section 28.2

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

Section 28.3

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

ARTICLE 29

DURATION OF AGREEMENT

Section 29.1

This contract shall become effective July 1, 2025 and remain in effect until June 30, 2028 and from year to year thereafter unless either party notifies the other no later than one hundred fifty (150) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

Section 29.2

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

Section 29.3

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

Section 29.4

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

ARTICLE 30 PERSONNEL POLICIES

Section 30.1

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

ARTICLE 31 VOLUNTEER EMERGENCY SERVICES

Section 31.1

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

ARTICLE 32
LABOR MANAGEMENT MEETINGS

Section 32.1

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

Dated at Durham, Connecticut, this 9th day of July 2025.

Signed, sealed and delivered in the presence of:

TOWN OF DURHAM

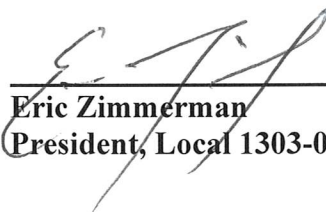


Brendan Rea
First Selectman

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


e-signed
7/9/25

John DeVito
Staff Representative
Connecticut Council 4
AFSCME, AFL-CIO



Eric Zimmerman
President, Local 1303-092

APPENDIX A INSURANCE BENEFIT PLAN

<div>  <div>POS MEDICAL BENEFIT SUMMARY</div> </div>		
BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay after you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

1 IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility.
Outside your carrier's immediate service area: no co-pay.

1 OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.
Outside of carrier's immediate service area: deductible plus 20% coinsurance.

(continued on next page)

2

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
**Inpatient		
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

** Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

Prescription Drugs	Maintenance* (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand-Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It

is not enough for your doctor to note "dispense as written" on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on www.osc.ct.gov/ctpartner) and scroll down to Pharmacy under Benefit Summaries.)

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, and mammograms). **Here are the 2025 HEP Requirements:**

PREVENTIVE SCREENINGS	Dependent Requirements	Employee and Spouse Requirements				
	6-25 years	18-29 years	30-39 years	40-49 years	50-64 years	65+ years
Preventive Visit		Every 2 years				
Dental Cleaning	At least 1 per year	At least 1 per year				
Cholesterol Screening		Every 5 years (age 20+)				
Breast Cancer Screening (for women)		N/A		Mammogram every 2 years to age 75		
Cervical Cancer Screening (for women)		Pap every 3 years (age 21+)	Pap only every 3 years or Pap/HPV combo every 5 years			N/A
Colorectal Cancer Screening		N/A		Colonoscopy every 10 years (45+), Cologuard screening every 3 years, or Annual FIT/FOBT to age 75		

To check your Health Enhancement Program compliance status, visit [CareCompass.CT.gov](https://carecompass.ct.gov), then [sign in](#) or [register](#) for your Quantum Health benefits portal. To view your status, click the [My Health](#) tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

APPENDIX B
JOB CLASSIFICATIONS AND HOURLY WAGE RATES

Effective July 1, 2025 (+3.0%)

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
1	Library Assistant	22.11	23.27	24.47	25.63
2	Departmental Assistant Finance Assistant Assistant Tax Collector Assistant Town Clerk Library Technician Maintainer I Maintainer I / Custodian	28.25	29.64	31.16	32.68
3	Assistant Assessor Recreation Director Maintainer II	30.21	31.71	33.31	35.00
4	Social Services Coordinator	31.70	33.37	35.13	36.98
5	Admin. Assistant/Land Use	32.00	33.60	35.28	45.56
6	Mechanic Maintainer	33.19	34.94	36.77	38.71
7	Crew Leader	33.39	35.14	36.99	38.94
8	Road Foreman	85,835.09	90,352.72	95,108.13	100,113.82

Step Increases are effective July 1st.

APPENDIX B
JOB CLASSIFICATIONS AND HOURLY WAGE RATES

Effective July 1, 2026 (+3.0%)

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
1	Library Assistant	22.77	23.97	25.20	26.40
2	Departmental Assistant Finance Assistant Assistant Tax Collector Assistant Town Clerk Library Technician Maintainer I Maintainer I / Custodian	29.10	30.53	32.09	33.66
3	Assistant Assessor Recreation Director Maintainer II	31.12	32.66	34.31	36.05
4	Social Services Coordinator	32.65	34.37	36.18	38.09
5	Admin. Assistant/Land Use	32.96	34.61	36.34	46.93
6	Mechanic Maintainer	34.19	35.99	37.87	39.87
7	Crew Leader	34.39	36.19	38.10	40.11
8	Road Foreman	88,410.14	93,063.30	97,961.37	103,117.23

Step Increases are effective July 1st.

APPENDIX B
JOB CLASSIFICATIONS AND HOURLY WAGE RATES

Effective July 1, 2027 (+3.0%)

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
1	Library Assistant	23.45	24.69	25.96	27.19
2	Departmental Assistant Finance Assistant Assistant Tax Collector Assistant Town Clerk Library Technician Maintainer I Maintainer I / Custodian	29.97	31.45	33.05	34.67
3	Assistant Assessor Recreation Director Maintainer II	32.05	33.64	35.34	37.13
4	Social Services Coordinator	33.63	35.40	37.27	39.23
5	Admin. Assistant/Land Use	33.95	35.65	37.43	48.34
6	Mechanic Maintainer	35.22	37.07	39.01	41.07
7	Crew Leader	35.42	37.28	39.24	41.31
8	Road Foreman	91,062.44	95,855.20	100,900.21	106,210.75

Step Increases are effective July 1st.

APPENDIX C

Defined Benefit Pension Plan



ACTUARIAL VALUATION REPORT
RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF DURHAM

Summary of Plan Provisions

This exhibit summarizes the major provisions of the Plan. It is not intended to be, nor should it be interpreted as a complete statement of all plan provisions. To the extent that this summary does not accurately reflect the plan provisions, then the results of this valuation may not be accurate.

Plan identification

Single-employer pension plan

Effective date

Original: July 1, 1990.

Latest amendment: July 1, 2017.

Plan year

July 1 to June 30.

Participation

All full time employees are eligible to enter on the beginning of the month coincident with or following the latest of:

- July 1, 1990,
- the completion of one Year of Service, and
- attainment of age 21.

Effective July 1, 2017, new employees are not eligible to participate in the pension plan.

Credited Service (for benefit accrual)

Full plan years based on 1,000 hours excluding years when required participant contributions are not made.

Annual Earnings (plan salary)

Total wages and other amounts reportable on Form W-2 for the calendar year, including elective salary reductions under IRC Sec. 125 and any deferred salary or wages considered annual salary. Compensation is limited for benefit determination purposes as state in IRC Sec 401(a)(17).

Final Average Compensation

Highest average Annual Earnings received by the participant in any 3 consecutive Plan Years prior to the earliest of a participant's actual date of retirement, date of disability, date of death, or date of termination.

Form of benefit

Normal form: Life annuity with modified cash refund.

Optional forms: Life annuity, 100%, 67% or 50% joint and survivor annuity, or a life annuity guaranteed for the first 10 years.



Early retirement

First of the month coincident with or next following the date a participant has attained both age 55 and completed ten years of Credited Service.

Benefit: Accrued Benefit at the Early Retirement Date, reduced by 5% for each year by which commencement of benefit payments precedes the Participant's Normal Retirement Date.

Late retirement benefit

Benefits commence first of the month on or after termination. Benefit is payable based on service and compensation as of that date.

Termination prior to retirement

Vesting schedule:

Credited Year	Vested Percent
1	0%
2	0%
3	0%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

Benefit: Vested portion of accrued benefit as of date of termination, first payable upon normal retirement eligibility. Participant may elect to return employee contributions with interest and forfeit all vested benefits.

Pre-retirement Death Benefit

Benefit: Employee contributions with interest.

Accrued benefit

1.75% of Average Annual Earnings multiplied by years of Credited Service prior to July 1, 2009, plus a benefit of 2.0% of Average Annual Earnings multiplied by years of Credited Service between July 1, 2009 and July 1, 2014, plus a benefit of 2.25% of Average Annual Earnings multiplied by years of Credited Service between July 1, 2014 and July 1, 2017, plus a benefit of 2.00% of Average Annual Earnings multiplied by Years of Credited Service after July 1, 2017.

Normal retirement

Attainment of age 65 and completion of 5 years of service.

Benefit: Accrued benefit as of normal retirement date.

Member Contributions

Effective Date	Contribution Rate
Prior to 7/1/2010*	1.0%
Between 7/1/2010 and 6/30/2017	5.0%
On or after 7/1/2017	5.99%

* 3.25% for 2009-2010

APPENDIX C
401(a) Deferred Contribution Pension Plan

Summary of Plan Provisions

Town of Durham 401(a) Deferred Contribution Pension Plan

Plan Type: 401(a) Non-ERISA

Plan Amended Effective Date: July 1, 2017

Plan Year End: December 31

Plan Administrator: Town of Durham

Employee Eligibility:

All Employees hired as of 7/1/2017, except:

- I. Part-Time Employees (as defined in Section 1.68 of the Plan)**
- II. Seasonal Employees (as defined in Section 1.84 of the Plan)**
- III. Temporary Employees (as defined in Section 1.88 of the Plan)**
- IV. Fire Marshal**
- V. Tax Assessor**
- VI. Employees who are at least 50% vested in the "Defined Benefit Pension Plan for Employees of the Town of Durham as of 7/1/2017"**

Eligibility Requirements: There is no minimum service requirement for participation in the Plan. An eligible employee must have attained the age of 21.

Enrollment in the plan is immediate once the date the minimum age and service requirements are satisfied, or at the date of hire if the eligible employee satisfies the age requirement.

Contributions:

- Town of Durham Employer Contribution – 3% of Plan Compensation as defined in Section 5-3 of the Plan Adoption agreement.**
- Employee Mandatory Pick-up Contribution – 6% of Plan Compensation as defined in Section 5-3 of the Plan Adoption Agreement**

Retirement Ages: Normal retirement age under this plan is age 65.

Contributions Subject to Vesting: NO

Rollovers into the Plan: Permitted.