

Town of Avon
Department of Public Works



Local 1303-096 of Council 4
AFSCME, AFL-CIO

July 1, 2011 to June 30, 2014

TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE I	Recognition and Unit Description.....	1
ARTICLE II	Dues Check-Off.....	2
ARTICLE III	Management Rights.....	2
ARTICLE IV	Seniority.....	3
ARTICLE V	Grievance Procedure	5
ARTICLE VI	Separations and Layoffs	7
ARTICLE VII	Military Leave.....	7
ARTICLE VIII	Employee Group Insurance.....	8
ARTICLE IX	Retirement.....	10
ARTICLE X	Safety and Health	13
ARTICLE XI	Continuity of Work.....	14
ARTICLE XII	Hours of Work, Overtime and Holiday Pay.....	14
ARTICLE XIII	Rates of Pay	16
ARTICLE XIV	Vacation	17
ARTICLE XV	Holidays	19
ARTICLE XVI	Sick Leave.....	19
ARTICLE XVII	Family Funeral Leave	21
ARTICLE XVIII	Personal Leave	22
ARTICLE XIX	Injury Leave	23
ARTICLE XX	Jury Duty.....	23
ARTICLE XXI	Union Business Leave	23
ARTICLE XXII	Other Leaves	23
ARTICLE XXIII	Uniforms	24
ARTICLE XXIV	General Provisions	24
ARTICLE XXV	Invalidity	25
ARTICLE XXVI	Entire Agreement	25
ARTICLE XXVII	Duration	25
	Signature Page.....	26

PREAMBLE

This Agreement is made and entered into by and between the Town of Avon, Connecticut, hereinafter referred to as the Town, and Local 1303 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, an employee organization as defined in Section 7-467 of the Connecticut General Statutes, as amended, hereinafter referred to as the Union.

ARTICLE 1 **RECOGNITION AND UNIT DESCRIPTION**

Section 1.1

The Town recognizes Local 1303 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive bargaining agent for all regular employees within the Divisions of Highway, Machinery and Equipment, Buildings and Grounds, and Landfill, who regularly work twenty (20) hours or more per week, excluding:

Director of Public Works
Deputy Director of Public Works
Superintendent of Operations
Division Foremen
Public Works Administrative Coordinator

Section 1.2

The Union, its officers and members, shall not intimidate or coerce employees into joining or remaining members of the Union; and the Town shall not intimidate or coerce employees for the purpose of not joining the Union.

Section 1.3

Any employee, on the effective date of this Agreement, who is a member of the Union, must remain a member of the Union for the duration of the contract. Employees not members of the Union on the effective date of this Agreement, and any employees hired after said date, may enroll, or not enroll in the Union as a personal choice, but, once enrolled, they must remain Union members for the duration of the contract. Those members of the bargaining unit who do not choose to become members of the Union shall be required to pay a service fee to the Union, which shall be an amount which the Union documents as the cost of servicing these employees.

Such fee shall not exceed the amount of the uniformly assessed Union dues paid by Union members.

Section 1.4

The Union, its officers, and the Town shall not engage in any action or behavior which discriminates on the basis of race, age, creed, color, sex, marital status, national origin, religious, political or union affiliation, sexual orientation, disability, genetics or discriminate in any other manner which violates any Federal or State Law.

**ARTICLE II
DUES CHECK-OFF**

Section 2.1

The Town will deduct from the salary of each employee, who individually certifies in writing to the Town that they authorize such deductions, such dues as may be fixed and certified to the Town by the Union and allowed by law. Such authorization, forwarded to the Town Accountant not less than ten (10) days prior to the first payday of the month, shall be effective the month received by the Town.

Section 2.2

Deductions will be made on the second payday of each calendar month and all sums deducted shall be remitted to the duly authorized Treasurer of the Union no later than the end of the calendar month on which the deductions are made. The Town will submit to the Union a monthly record of those employees from whom deductions have been made together with the amount of such deductions. If, for any reason, a deduction was not made on the payday in which Union dues are to be deducted, a sufficient amount will be deducted on the first pay period in which the employee has sufficient funds due him, to bring the employee's deductions up to date. The sum, which represents such monthly Union dues deductions, shall be certified to the Town as constituting such, by the duly authorized Treasurer of the Union. If the sum once certified is changed, the amount deducted shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Town, from the duly authorized Treasurer of the Union.

Section 2.3

The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee, nor the Union, shall have any claim against the Town for any deductions made, or not made, as the case may be, unless a claim of error is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were, or should have been made.

Section 2.4

The Union will inform the Town of the name and title of the Union official responsible for all matters relating to dues.

**ARTICLE III
MANAGEMENT RIGHTS**

Section 3.1

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

1. To determine the organization and standards of Town services and to manage its operations.

2. To determine the care, maintenance and operation of equipment used for, and on behalf of, the purposes of the Town.
3. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
4. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem necessary and advisable for the efficient operation of the town.
5. To establish or discontinue processes or operations, or to establish or discontinue their performance by employees.
6. To determine the standards of selection for employment, and select and determine the number of types of employees required, or necessary, to perform the Town's operations.
7. To employ, direct, schedule, assign, suspend, discharge, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work, or other legitimate reasons, when it shall be in best interests of the Town.
8. To establish or amend and enforce reasonable rules and regulations for the maintenance of discipline, and for the performance of work in accordance with the requirements of the Town provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
9. To determine the content of job classifications and ensure that incidental duties connected with Town operations, whether enumerated in job descriptions or not, shall be performed by employees.
10. To fulfill all of the Town's legal responsibilities.
11. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for purposes of discriminating against its members.

Section 3.2

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and Charter Provisions and cannot be subject to any grievance or arbitration proceeding, except as specifically provided for in this Agreement.

ARTICLE IV **SENIORITY**

Section 4.1

The Seniority Rights of all members of the bargaining unit shall be based upon length of continuous service in the Department of Public Works only and shall be determined from the date such member or members were officially appointed to the department as regular full time employees.

Section 4.2

The Town shall prepare a list of full-time employees, showing their seniority in length of service with the Town, and deliver the same to the Union by December 10th of each year. Upon completion of their probationary period, new employees shall be added to this list.

- A. All new employees hired after January 1, 2007 shall serve a probationary period of one (1) year. Determination of the employee's level of performance, whether satisfactory or not, is at the sole discretion of the Town Manager, or his designated representative, during this period. During the probationary period, the employee shall be on probation and may be discharged or disciplined for any reason whatsoever, without right of appeal. In such event neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the employee's probationary period, his seniority shall date back to the date of his original employment as a member of the Department.

Section 4.3

All vacancies and new positions in the bargaining unit (except for entry level positions) shall be posted for a period of five (5) working days on a bulletin board accessible to employees, prior to any action taken by the Town to fill such vacancies or new positions. Entry level vacancies and new positions shall be posted for a period of five (5) working days on a bulletin board accessible to employees simultaneously with any action taken by the Town to fill such vacancies or new positions.

Section 4.4

The Town is committed to the concept of advancement within the service through promotional opportunities which shall be open to all regular employees who meet the necessary requirements, as determined by the Town Manager.

- A. If two (2) or more applicants are equally qualified for a position, the Town employee with the highest seniority within the activity where the position opening occurs shall be selected.
- B. If, in the opinion of the Town Manager, a promoted employee proves unable to perform the work within a probationary period of not less than three (3), nor more than six (6) months, he shall be returned to his former position.
- C. When the Town Manager determines that there are no qualified employees available from within the bargaining unit, or classified service, he may consider outside applicant.

Section 4.5

An employee's seniority in the bargaining unit will be broken and cease when he/she:

- A. Quits.
- B. Retires.
- C. Is discharged for-just cause.
- D. Obtains a leave of absence by false or misleading statements.
- E. Is absent from work for three (3) consecutive days without acceptable reason, or without giving notice to his supervisor.
- F. Exceeds a leave of absence without a satisfactory explanation to the Town.
- G. Fails to report to work within fourteen (14) calendar days after written notice of recall.
- H. Accepts employment elsewhere while on leave of absence.
- I. Is laid off for a consecutive period equal to his seniority at the time of such layoff, but in no event to exceed twenty-four (24) months.
- J. Leaves employment in the Department of Public Works.

Section 4.6

Union Officers, not to exceed two (2) in number, shall have super seniority in the event of a layoff. Stewards not to exceed one in number, shall have super-seniority in the event of layoff.

ARTICLE V **GRIEVANCE PROCEDURE**

Section 5.1

The purpose of the grievance procedure shall be to settle employee grievances on as low as administrative level as is possible and practicable, so as to ensure efficiency and employee morale.

Section 5.2

A grievance for the purpose of this procedure shall be considered to be a complaint by an employee, group of employees, or the Union concerned with:

1. Discharge, suspension or disciplinary action for cause.
2. Matters relating to the interpretation and application of the articles and sections of this Agreement.

Section 5.3

Any employee may use the first step of this grievance procedure with or without Union assistance. Should an employee process a grievance through the first step provided herein prior to seeking Union Assistance, the Union shall process the grievance from the next succeeding step following that which the employee has utilized. No grievance settlement made as a result of a grievance processed by an individual employee or group of employees shall contravene the provisions of this Agreement, and any settlement made between an individual employee or group of employees and the Town shall be made known to the Union. The grievance procedure under this Agreement shall be as follows:

1. Step One

Any employee with or without the Union Representative who has a grievance, shall discuss the grievance within ten (10) working days of the employee's knowledge of its occurrence with the employee's immediate supervisor, who shall use his best effort to resolve the complaint within seven (7) working days. If the employee does not discuss the grievance with the immediate supervisor within ten (10) working days of its occurrence, it shall not be considered further unless both parties agree to extend the time period in accordance with Section 5.6.

2. Step Two

If no agreement is reached with the decision rendered by the Supervisor, or if the Supervisor is not available within the ten (10) working days of the employee's knowledge of a grievable matter, the grievance shall be reduced to writing and submitted to the Director of Public Works and/or Director's designee by the aggrieved employee and Union representative within seven (7) working days of the Supervisor's decision.

Within ten (10) working days after the Director of Public Works and/or Director's designee receives such grievance he shall meet with the parties and render his decision in writing to the aggrieved

employee, the Union Representative and the Town Manager and/or Town Manager's designee. If the Director of Public Works does not render a decision within the aforementioned ten (10) working days, the grievance shall be deemed as disapproved and the employee and the Union Representative may process the grievance to the next succeeding step in the grievance procedure unless both parties agree to extend the time period in accordance with Section 5.6.

3. Step Three

If no agreement is reached with the decision rendered by the Director of Public Works and/or Director's designee, the grievance shall be submitted, in writing, to the Town Manager and/or Town Manager's designee by the Union Representative within seven (7) working days of receipt of the written decision of the Director of Public Works and/or Director's designee. Within ten (10) working days after the Town Manager and/or Town Manager's designee receives the grievance, he shall meet with the parties and render his decision in writing to the aggrieved employee and the Union Representative. If the Town Manager and/or Town Manager's designee does not render a decision within the aforementioned ten (10) working days, the grievance shall be deemed as disapproved, and the employee and the Union Representative may process the grievance to the next succeeding step in the grievance procedure unless both parties agree to extend the time period in accordance with Section 5.6.

4. Step Four

If the Union is not satisfied with decision of the Town Manager and/or Town Manager's designee, it may, within fourteen (14) working days of receipt of the Town Manager's and or Town Manager's designee decision, submit the grievance to arbitration. Notice of intention to proceed to arbitration must be given to the Town Manager. Arbitration shall be by the State Board of Mediation and Arbitration. The Arbitrator shall be limited to the express terms of the Agreement and shall not have the power to modify, amend or delete any terms or provisions of the Agreement. The decision of the Arbitrator shall be final and binding on both parties.

Section 5.4

The mediation services of the State Board of Mediation and Arbitration may be used in the third step of the above grievance procedure provided both parties mutually agree in writing on the desirability of this service.

Section 5.5

Grievances involving discharge, suspension and demotion shall be initiated at the second step of the grievance process.

Section 5.6

Time extensions beyond those set forth in this grievance procedure may be arranged by mutual written agreement of the Union and Town Manager and/or Town Manager's designee.

Section 5.7

Disciplinary actions shall normally be applied in the following order:

- a) verbal warning
- b) written warning
- c) suspension without pay
- d) discharge

It is agreed that the Town has the right to vary the above procedure when the offense is of such nature as to warrant greater discipline.

Written copies of such action taken by the Town shall be given to the employee and the Union President at the time said action is taken.

ARTICLE VI **SEPARATIONS AND LAYOFFS**

Section 6.1

Employees who separate from the Town service shall receive payment for all earned salary and vacation leave, subject to deduction for any indebtedness due the Town. Employees who choose to leave employment of the Town are expected to give two (2) weeks notice of their intent to the Director of Public Works.

Section 6.2

- A. Layoffs within classification shall be made by seniority and take effect as follows:
1. Probationary employees
 2. Employees working twenty (20) hours but less than forty (40) hours
 3. Full-time regular employees.
 4. An employee scheduled for layoff may, if he so desires, replace an employee with less seniority in a lower job classification, provided the employee qualifies for the position and has greater job seniority than the employee he replaces. Such employee's base rate in the lower classification shall be that rate which is nearest to, but does not exceed his previous base rate and, in no case shall the regular base rate of pay exceed the maximum base rate of the classification.
- B. Laid off employees, within classifications with the most seniority, shall be rehired first, and no employee shall be hired in these classifications until all laid-off employees in those classifications have been given the opportunity to return to work within fourteen (14) calendar days of written notification. Such written notice shall be deemed to have been given when the notice has been sent by certified mail to the employee's last know address.

Section 6.3

Regular employees subject to layoff shall be notified in writing, four (4) calendar weeks prior to the effective date, but in an emergency, not less than two (2) calendar weeks.

ARTICLE VII **MILITARY LEAVE**

Section 7.1

Military Leave shall be granted, not to exceed two (2) weeks per fiscal year, to regular full-time employees when required to serve on active Reserve or National Guard Duty. During this period, the employee shall be paid the difference, if any, between his regular base rate of pay and his military pay. Normal full payroll deductions and Town contributions for insurance purposes shall be made by the Town to cover such periods. Copies of orders to active duty shall be supplied to the Director of Public Works.

ARTICLE VIII
EMPLOYEE GROUP INSURANCE

Section 8.1

1. All regular employees may join the medical plan (PPO) currently administered by Cigna (the Plan), subject to changes in State or Federal law amended as follows effective July 1, 2011.

Premium Co-Pay is as follows:

- a) Employees hired before 1/1/07 - 15% Medical/Health and Dental
- b) Employees hired after 1/1/07 - 20% Medical/Health and Dental

Office Visit Co-Pay:	effective July 1, 2011	\$ 5.00
	effective July 1, 2012	\$10.00
	effective July 1, 2013	\$15.00

Prescription Co-Pay:	effective July 1, 2011	\$ 3.00 / \$ 6.00
	effective July 1, 2012	\$ 5.00 / \$10.00
	effective July 1, 2013	\$10.00 / \$15.00

Prescription mail order:	(90/100 day supply; 2 times prescription co-pay effective July 1, 2012)	
	effective July 1, 2011	\$ 0.00
	effective July 1, 2012	\$10.00 / \$20.00
	effective July 1, 2013	\$20.00 / \$30.00

Effective 7-1-03 employee medical/dental contributions shall be tax exempt as provided for in an IRS sanctioned 125 Plan.

2. Effective 7/1/1997, retired employees that were hired prior to 1/1/07 and their spouses when each reaches age 65 will be covered 100% by the Town under the Medicare Supplement Plan provided in conjunction with the Plan outlined in Paragraph (a) above.
3. Effective 7/1/1997, the Town will provide post-retirement medical benefits to the retiree that was hired before 1/1/07 and family under the following formula:

<u>Plan</u>	<u>Age and/or Years of Service</u>	<u>% Paid by the Town of Avon</u>
a) Medicare Carve-Out	Age 65	100% Employee and spouse if 65. Otherwise, spouse coverage in accordance with b or c below until age 65
b) The Plan	25 Years or Age 65 with 10 years	80% Employee / 55% Employee's Family
c) The Plan	Age 55	50% Employee / 50% Employee's Family

4. Effective 1/1/2007, retired employees that were hired after 1/1/07 and their spouses when each reaches age 65 will be covered 50% by the Town under the Medicare Supplemental Plan provide with the Plan outlined in Paragraph (a) above.
5. Effective 1/1/2007, the Town will provide post-retirement medical benefits to the retiree that was hired after 1/1/07 and family under the following formula:

<u>Plan</u>	<u>Age and/or Years of Service</u>	<u>% Paid by the Town of Avon</u>
a) Medicare Carve-Out	Age 65	50% Employee and spouse if 65. Otherwise, spouse coverage in accordance with b or c below until age 65
b) The Plan	25 Years or Age 65 with 10 years	50% Employee / 50% Employee's Family
c) The Plan	Age 55	50% Employee / 50% Employee's Family

This coverage shall be provided from the day of retirement until the date upon which said retiree shall become eligible for the Medicare supplement under the Contract except that coverage will not be extended to retirees who are eligible to receive health benefits from or through another employer as long as the benefits are substantially equivalent or better than those currently in effect. To be eligible for benefits here under, each retiree shall declare annually and in writing that he/she does not have such comparable coverage available and provide the Town with suitable information including, but not limited to, copies of relevant coverage's available to the retiree/survivor. If no such information and written declaration are received, the Town shall be permitted to drop the coverage on said retiree/survivor after due notice of such elimination of coverage is sent to the retiree/survivor's last known address by certified mail, return receipt requested. The Town reserves the right to have a retiree/survivor's alternate health plan evaluated by an independent source agreeable to both the retiree/survivor and the Town so the Town can determine the comparability of coverage. A retiree cannot return to the plan more than three (3) times up to age 65, when the Medicare Supplement Benefits take effect for employee and spouse as listed in paragraphs (B) and (D).

6. Retirees who meet the Years of Service and/or Age Requirements under the Contract will be allowed to stay on the Dental plan at 75% of their own expenses, for the employee only, retiring on or after July 1, 2003, and 100% of their own expense for eligible dependents. Employees can use the "Retirement Exchange" option under Section 9.13 to buy the requisite years of service if applicable.
7. Blue Cross Prescription Rider and Vision Rider provided to retired Employee and spouse at age 65 as part of Medicare Supplement Plan Package.
8. Survivors of Retirees will be able to continue Medical Insurance Coverage under the same plan as listed in Paragraph (A) above prior to age 65 and paragraph (B) after age 65 under the same conditions as stated in paragraph (C) with the same percentage of payments as stated in Paragraph (C).
9. Regular employees in the bargaining unit are eligible to subscribe to the following Employee Group Insurance Plans upon appointment:

<u>Plan</u>	<u>% Premium Paid by Town</u>	<u>% Premium Paid by employee hired prior to 7/1/97</u>	<u>New Hires hired on or after 7/1/97</u>
The Dental Plan in effect pursuant to Section 8.1	See Co-pay Section 8.1	See Co-pay Section 8.1	See Co-pay Section 8.1
Group Term-Life Insurance in the Amount of \$10,000 with Accidental and Dismemberment Rider	100%	0%	0%
Long Term Disability Insurance Coverage	100%	0%	0%

Section 8.2

The Town reserves the right to change the insurance carrier(s) as long as benefits are equivalent, or better than, those currently in effect.

Section 8.3

Effective 7-1-03, the employee shall have the option to purchase additional life insurance during open enrollment periods at his/her expense, in \$5,000 increments, up to a maximum of \$100,000. Total group term life insurance, Town provided and optional supplemental coverage may not exceed \$110,000.

Section 8.4

The Town shall provide an employee assistance program that shall be available to all employees.

**ARTICLE IX
RETIREMENT**

Section 9.1

The Town and Union shall confer on matters relating to the Town Retirement Plans when either party shall make such a request to the other. The present retirement plans will remain in full force and effect unless modified by mutual agreement and approved by the Town legislative body, and Union.

Section 9.2

The Union shall receive a copy of the Annual Financial Report of the Defined Benefit Plan. Said report shall be mailed within thirty (30) days after receipt by the Town, to the Council 4 Staff Representative.

Section 9.3

Each Defined Benefit plan member shall be provided with an annual report of his contribution to the Pension Fund, which shall reflect the total contributions for the current calendar year, plus accumulated contributions, with interest, from prior years.

Section 9.4

The existing Town of Avon Defined Benefit Plan, as it relates to AFSCME members, is amended in terms of maximum benefit, normal retirement age, final average earnings formula, number of months used in calculations, vesting and employee contributions, in accordance with the following schedule:

Effective Date	Maximum Benefit	Normal Retirement Age	Final Avg. Earnings Multiplied	No. of Months	Vesting No. of Years	Employee Contributions
2000-2001	70%	65 or 25 years	2.50%	36	5	7.0%
2001-2002	70%	65 or 25 years	2.50%	36	5	7.5%
2002-2003	70%	65 or 25 years	2.50%	36	5	7.5%
2003-2004	70%	65 or 25 years	2.50%	36	5	7.5%
2004-2005	70%	65 or 25 years	2.50%	36	5	7.5%
2005-2006	70%	65 or 25 years	2.50%	36	5	7.5%
2006-2007	70%	65 or 25 years	2.50%	36	5	7.5%
2007-2008	70%	65 or 25 years	2.50%	36	5	7.5%
2008-2009	70%	65 or 25 years	2.50%	36	5	7.5%
2009-2010	70%	65 or 25 years	2.50%	36	5	7.5%
2010-2011	70%	65 or 25 years	2.50%	36	5	7.5%
2011-2012	70%	65 or 25 years	2.50%	36	5	7.5%
2012-2013	70%	65 or 25 years	2.50%	36	5	7.5%
2013-2014	70%	65 or 25 years	2.50%	36	5	7.5%
2014-2015	70%	65 or 25 years	2.50%	36	5	7.5%
2015-2016	70%	65 or 25 years	2.50%	36	5	7.5%
2016-2017	70%	65 or 25 years	2.50%	36	5	7.5%
2017-2018	70%	65 or 25 years	2.50%	36	5	7.5%

Employees hired on or after 7/1/97 will not be eligible to join the Town's Defined Benefit Plan.

Section 9.5

The Early Retirement Actuarial Reduction for those employees in the Town's Defined Benefit Plan shall be in accordance with the following schedule:

Age 65	No Reduction	Age 59 -	6% Reduction
Age 64	1 % Reduction	Age 58 -	7% Reduction
Age 63	2% Reduction	Age 57 -	8% Reduction
Age 62	3% Reduction	Age 56 -	9% Reduction
Age 61	4% Reduction	Age 55 -	10% Reduction
Age 60	5% Reduction		

Section 9.6 -Extended Buy-Back Option

Eligible Employees (as defined in the Defined Benefit Plan) will be give a one-time opportunity to Buy-back 15 years of service over a 7.5 year period. Employees who have previously bought back some years of service will be given a one-time opportunity to buy back additional years up to the maximum of 20 years.

Section 9.7

Defined Benefit Plan members have the option to elect a pre-retirement Spouse Benefit. If you elect this benefit, the Town provides it at no cost to you. Payment is automatic at an amount that equals fifty percent (50%) of the pension benefit receivable if you had elected to retire on your date of death. The benefit payments continue even if your spouse remarries provided that at the time of your death:

You have reached the earliest date you could have retired.
You have been married for at least one (1) year.

Section 9.7.1

If an employee elects a joint retirement benefit option and their spouse predeceases the employee, the employee will revert to a single life annuity commencing with the first of the month following the death of the spouse.

Section 9.8

Active Pension Plan members are eligible for duty-related pension disability payments in accordance with the Defined Benefit Plan (Aetna Plan #GAI135, Account #2).

Section 9.9

The Final Average Earning Formula shall be rounded to the nearest one-quarter (1/4) of the year.

Section 9.10

Employees' pension contributions shall be made through a Section 414 (h) (2) of the Internal Revenue Code Plan for government employees.

Section 9.11

The Town will provide employee payroll deduction for IRA or deferred compensation plans.

Section 9.12

The employee's interest on contributions received if an employee withdraws his/her contributions from the Town's Defined Benefit Plan is five percent (5%).

Section 9.13

Employees covered under the Town's Defined Benefit Plan will be allowed to "exchange" 30 day blocks of unused vacation time or 30 day blocks of unused sick time (after pro-ration at sick leave redemption rate) to buy one (1) year of credited service (up to a maximum of five (5) years).

- a) The Town and Union agree that the dollar value of unused vacation leave and sick leave will not be included in the calculation of an employee's Final Average Earnings for pension purposes regardless of whether the employee elects to use this option or not.

Section 9.13 B Defined Contribution Plan

Effective 7/1/1997 -FY 2017/2018, all new employees shall join a Defined Contribution Plan offered by the Town whereby the Town will make a 7.5% contribution per year and the employee will make a 7.5 % contribution per year. New employees will not be eligible to join the Town's Defined Benefit Plan in effect on June 30, 1997.

The Town will continue to advise AFSCME prior to the implementation of any changes in our 401 and 457 plans when those changes merely track changes required by federal law to be made in plans that are subject to ERISA. Both parties maintain their rights to negotiate impact.

Note: All Public Works Employees will receive Retiree Health Insurance Benefits regardless of whether they fall under the Defined Benefit or the Defined Contribution Plan as contained in Section 8.1 of this Agreement.

ARTICLE X **SAFETY AND HEALTH**

Section 10.1

Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 10.2

The Town shall provide foul-weather gear, i.e. raincoats, rain hats, boots, dry weather and wet weather gloves, et cetera, and for their care as necessary.

Section 10.3

The Town shall furnish safety helmets, safety glasses or goggles and facemasks to employees working in hazardous locations, and equipment as prescribed by the Director of Public Works. If such equipment has been issued and the employee fails to wear such equipment, he shall be give a reprimand for the first failure, suspended for the second failure, and discharged for the third such failure to wear, or use such equipment.

Section 10.4

The Town shall replace such foul-weather gear and safety equipment as found necessary upon inspection, and as approved by the Director of Public Works, such replacement to be at the Town's expense, except that gear of equipment damaged or lost through the employee's negligence or wrongdoing shall be replaced at the employee's expense.

Section 10.5

The Town shall provide medical injections for the prevention and treatment of common and contagious diseases such as poison ivy, flu and tetanus to Bargaining Unit Employees, provided that conditions warrant such protection.

Section 10.6

A joint safety committee shall be formed by the Town and the Union, and said Committee, which shall consist of not more than two (2) representing the Union and two (2) representing the Town; and said Committee shall meet not less than once every other month, or at the request of either the Union or the Town, to review or recommend safety and health conditions. Minutes shall be distributed to each Committee Member and the Town Manager, within five (5) working days.

Section 10.7

Effective July 1, 1984, meal pay has been incorporated into the hourly rate of pay.

Section 10.8 -Emergency Service Calls

When, in the judgment of the Director of Public Works or his/her designated Supervisor, there is a need to make an Emergency Service Call, and when such Service Call involves a task which, in the judgment of the appropriate Division Superintendent/Foreman or his/her designee poses a potential hazard, more than one (1) employee shall be called out.

**ARTICLE XI
CONTINUITY OF WORK**

Section 11.1

The Union agrees, on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, or a concerted refusal to render services or to work, or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this Article by the Union and/or the employees, the Town may, in addition to other remedies, discipline such employees up to, and including, discharge. The Town agrees that there shall be no lockout of any employee or employees, during the life of this Agreement.

**ARTICLE XII
HOURS OF WORK, OVERTIME AND HOLIDAY PAY**

Section 12.1

The Town considers the normal workweek for the Department of Public Works to be Monday through Friday, 7:00 a.m. to 3:30 p.m. The Town will not change the hours of work for the duration of this Agreement.

Section 12.2

Time and one-half an employee's regular base rate of pay will be paid for all authorized work performed in excess of forty (40) hours in one week with the exception of work performed on Sundays which shall be paid double an employee's regular base rate of pay.

Section 12.3

Full-time employees officially ordered to report to work on an official Town Holiday, as defined in Article XV, shall be compensated at the rate of twice his regular base rate of pay for all hours actually worked and authorized.

Section 12.4

When a regular full-time employee, after departing from his regularly scheduled workday, is officially ordered to report back to work for emergency service, he shall be compensated for three (3) hours at the applicable overtime rate, per Sections 12.2 and 12.3 of this Article. Only hours worked between an employee's regularly scheduled quitting time and two (2) hours before his next regularly scheduled starting time are subject to this provision. Employees called back to work after their regularly scheduled work day shall be paid from the time they are notified to report to work, provided they report no later than one-half (1/2) hour after such notification.

Section 12.5

A record of overtime shall be posted bi-weekly. There shall be a posted list of on-call employees on a weekly rotation system year round. Employees will be called in the order of rotation as posted unless they are on authorized leave. In that case, the next person on the list will be called. Employees may opt to be called while on leave if the Town is notified beforehand.

Section 12.6

Regular full-time employees shall be given preference on all overtime assignments. All scheduled overtime work shall be divided among employees within the division, to the fullest degree practicable. All overtime work shall be equalized within thirty (30) hours by division. If an employee is scheduled for, or offered overtime, and does not avail himself of the opportunity to work, he will be charged with the scheduled overtime as if he had worked. When possible, employees shall be given forty-eight (48) hours notice of overtime work, when it is scheduled in advance. Employees returning from Workers' Compensation Leave shall have their overtime schedule charged hours increased to the lowest number of hours charged to an employee on such list or retain their charged hours if higher.

1. When either of the regularly scheduled Public Works Maintainer III's at the Landfill desires a day off without pay, they shall notify the employer no later than seventy-two (72) hours prior to the day requested.
2. The employer shall ask the Public Works Maintainer III regularly assigned to the Landfill to work. If this request is refused the employer shall ask the remaining Public Works Maintainer III's, starting with the most senior, to work. If all Public Works Maintainer III's refuse, then the highway II's shall be asked, starting with the most senior, followed by the Public Works Maintainer II's.
3. The above only applies to days off without pay. Paid days off, per collective bargaining agreement will be covered as currently practiced.
4. On Saturdays, the Landfill will continue to be staffed by one regular full-time employee on overtime plus part-time employees subject to the conditions outlined under Section 12.6 (5) below.
5. The Town cannot increase the number of part-time employees at the Landfill to more than five (5) or the total number of hours these part-timers can work to more than sixty (60) hours per week.

Section 12.7

Employees called in on emergency overtime, and reporting before their normal position on the overtime list maintained by the Town, shall not lose their regular position on the list.

Section 12.8

The Town has the right to schedule overtime as required. There shall be no concerted action against overtime work by employees. Should the Town be unable to fulfill its overtime schedule because of a number of refusals, the Town may require the least senior employees from the classifications needed, to do the necessary work required.

Section 12.9

There shall be no pyramiding of overtime.

ARTICLE XIII
RATES OF PAY

Section 13.1 *

Effective July 1, 2011, the following wage scale shall apply:

Hourly Base Rate of Pay (1.75%)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Maintainer I	20.9049	21.6235	22.4205	23.2436	24.1451	25.0074
Maintainer II	22.4205	23.2436	24.1451	25.0074	26.0527	27.1763
Maintainer III	24.1451	25.0074	26.0396	27.1763	28.2738	29.4759
Mechanic I	23.0476	23.9883	25.0074	26.0396	27.1763	
Mechanic II	25.0074	26.0396	27.1763	28.3261	29.4759	
Mechanic III	27.1763	28.3261	29.4759	30.8216	32.1674	

Section 13.2 *

Effective July 1, 2012, the following wage scale shall apply:

Hourly Base Rate of Pay (2.00%)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Maintainer I	21.3230	22.0559	22.8689	23.7085	24.6280	25.5076
Maintainer II	22.8689	23.7085	24.6280	25.5076	26.5737	27.7199
Maintainer III	24.6280	25.5076	26.5604	27.7199	28.8393	30.0654
Mechanic I	23.5086	24.4681	25.5076	26.5604	27.7199	
Mechanic II	25.5076	26.5604	27.7199	28.8926	30.0654	
Mechanic III	27.7199	28.8926	30.0654	31.4380	32.8107	

Section 13.3 *

Effective July 1, 2013 the following wage scale will apply:

Hourly Base Rate of Pay (2.00%)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Maintainer I	21.7494	22.4971	23.3263	24.1826	25.1206	26.0177
Maintainer II	23.3263	24.1826	25.1206	26.0177	27.1052	28.2742
Maintainer III	25.1206	26.0177	27.0916	28.2742	29.4161	30.6667
Mechanic I	23.9787	24.9575	26.0177	27.0916	28.2742	
Mechanic II	26.0177	27.0916	28.2742	29.4705	30.6667	
Mechanic III	28.2742	29.4705	30.6667	32.0668	33.4669	

* Crew Leader - \$1.25/hour pay differential. Employees shall have the right to refuse assignment to the Crew Leader position.

* Acting Public Works Foreman -\$1.75/hour pay differential. (Becomes effective if the Town appoints an Acting Public Works Foreman to cover a planned or unplanned extended absence or a Public Works Foreman or Superintendent of Machinery and Equipment for more than one (1) day.)

Section 13.4

An employee appointed or promoted to a classification at Pay Rate A in the above Salary Schedules in effect shall be advanced to Pay Rate B in that Classification after the completion of six (6) months satisfactory service and successful completion of his probation. After the completion of six (6) months of satisfactory service in Pay Rate B, an employee shall advance to Pay Rate C. Thereafter, an employee shall advance one full pay rate for each full year of satisfactory service on his anniversary date of employment or promotion, but shall not exceed the maximum rate for his classification.

Section 13.5

When an employee is promoted to a higher classification, his beginning base rate shall be at the lowest base rate in the higher classification that will provide for an increase of at least one full step on the Town Pay Plan, but in no case shall the regular base rate of pay exceed the maximum base pay rate of the classification to which the employee is promoted.

Section 13.5.1

There shall be a standardized testing method developed for promotional opportunities to a higher classification. The Union and Town shall jointly develop, administer, and implement the system within one year of the signing of the Agreement.

Section 13.6

- A. If an employee is assigned to work in a higher classification for more than one (1) work day in a fiscal year, he shall be paid at the lowest step in the higher range for all hours worked beyond the one (1) day which will provide for an increase of at least one full step on the Town Pay Plan, but in no case shall the regular base rate of pay exceed the maximum base pay rate of the classification to which the employee is assigned.
- B. The provisions of the section shall not prohibit an employee from requesting to be trained on equipment normally used by positions of higher classifications at the employee's regular base rate of pay.

Section 13.7

All pay adjustments shall become effective the day of the adjustment, and employees shall start earning at the adjusted rate from the effective date.

Section 13.8

Any shortage resulting from a verified error in computation in an employee's pay shall be made up within two (2) working days following verification.

ARTICLE XIV
VACATION

Section 14.1

Regular full-time employees who have completed six months of continuous employment, and have performed satisfactorily, are eligible for vacation leave paid at the regular base rate on the basis of time earned or accrued, in accordance with the following schedule:

Length of Continuous Service

Rate of Earned Vacations

6 Months	6-2/3 hours per month (40 hours for 6 months)
1 year to, but not including 5 years	6-2/3 hours per month (80 hours per year)
5 years to, but not including 10 years	10 hours per month (120 hours per year)
10 years to, but not including 20 years	13-1/3 hours per month (160 hours per week)
20 years to and over	16-2/3 hours per month (200 hours per year)

Regular part-time employees who are regularly scheduled to work twenty (20) hours or more per week, and who have completed six months of continuous employment, and successfully completed the probationary period, shall accrue and be eligible for vacation leave at the regular base rate of pay at one-half (1/2) the rate of earned vacation set forth in Sections 14.1 and 14.2.

Section 14.2

A. The following shall apply to vacation leave:

A regular employee may carry over a maximum of one-half of his earned vacation days from one year to the next and to accumulate vacation leave up to the following maximum units:

Up to but not including 5 years of service	15 vacation days (120 hours)
5 years up to but not including 10 years of service	22.5 vacation days (180 hours)
Over 10 years of service	35 vacation days (280 hours)

B. Vacation leave shall be determined by length of continuous service.

C. Choice of vacation dates by employees shall be granted whenever practicable without jeopardizing the work requirement of the Department of Public Works, as determined by the employees' immediate supervisor and the Public Works Director.

D. Employees must submit requests for at least two (2) vacation weeks by May first of each year. Employees having more than two (2) weeks may request the remaining week(s) at any time. Employees having less than two (2) weeks (e.g. new employees) must also request by May first.

E. All vacation leave, except for forty (40) hours, shall be taken in weekly blocks of time, unless waived by the Director of Public Works on a case by case basis.

F. Seniority shall prevail when request vacation dates conflict.

G. Vacation weeks in excess of the two (2) weeks as described in D above, shall be granted on a first request basis.

H. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three days and the employee files a physician's certificate describing the nature and duration of the illness, with the Director of Public Works.

ARTICLE XV
HOLIDAYS

Section 15.1

The following are the official holidays for regular full-time Department of Public Works Employees:

New Year's Day	Martin Luther King Day	President's Birthday
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Friday following Thanksgiving	Christmas Day

One-half (½) day on Christmas Eve, when it falls on Monday through Thursday.

One-half (½) day on New Year's Eve, when it falls on Monday through Thursday.

Section 15.2

With the exception of landfill employees, when an official Town Holiday falls on a Saturday, it shall be observed on the preceding Friday. For employees who are scheduled to work at the Landfill on a regular basis, if an official Town Holiday falls on a Saturday, it shall be observed on that Saturday, rather than the preceding Friday. In situations such as this, the Landfill employees shall be required to work on the Friday preceding the official Town Holiday. These employees shall be paid at the rate of time and one-half on Friday, if worked, and shall receive eight (8) hours regular pay for the Holiday. For all employees, when an official Town Holiday falls on a Sunday, the following Monday shall be observed.

Section 15.3

In order to receive pay for an observed Holiday an employee must be in work, or paid leave status, on the scheduled work day immediately preceding, and following, the Holiday.

Section 15.4

When a Holiday occurs during an employee's regular vacation, or paid sick leave, said Holiday shall not be charged against the employee's earned vacation time or sick leave, but charged as a Holiday. The Town may require medical certification for illness the day before, or the day after a Holiday, in order to qualify for Holiday pay.

ARTICLE XVI
SICK LEAVE

Section 16.1

Authorized sick leave shall be considered to be absence from duty, with pay, for the following reasons:

- A. Personal illness, physical quarantine, physical incapacity or non-compensable bodily injury, except where directly traceable to employment by an employer other than the Town of Avon.
- B. When the employee is required to undergo medical, optical or dental treatment in excess of two (2) hours duration only when this cannot be accomplished on off- duty hours, and provided the Public Works Director is notified at least one day in advance of the day on which the absence occurs.

- C. When the serious illness of a member of the employee's immediate Family requires his personal attendance, when supported by a doctor's certificate, up to a maximum of eighty (80) hours.

Section 16.2

The Town may require proof of illness for any authorized sick leave. In the judgment of the Public Works Director, proof of sick leave may include a doctor's certificate, or other proof of illness or injury from the employee's physician, indicating the nature and duration of the illness. Proof of illness or injury will not normally be required for sick leave of less than three (3) consecutive working days, unless determined otherwise by the Public Works Director. Proof of illness or injury will be required if an absence of sick leave is indicated, or for sick leave of thirty (30) or more consecutive working days, unless the illness or injury is of such a nature that the Town waives the requirement to furnish a doctor's certificate. The Town may investigate any absence for which sick leave is requested.

Section 16.3

In order to have an absence counted as sick leave, the employee, on the first day of absence due to illness or injury, shall notify either the Public Works Director or his designated representative, of his illness or injury at least fifteen minutes prior to his normal time for reporting to work, except where sufficiently limiting circumstances exist.

Section 16.4

The Town reserves the right to require an employee to submit to a physical examination by a doctor of the Town's choice, the cost of the physical examination to be at the Town's expense.

Section 16.5

Sick Leave shall be earned by each regular, full-time employee at the rate often (10) hours for each calendar month of continuous service, the total of which shall not exceed one hundred twenty (120) hours in any twelve (12) months. Sick leave earned in any month of service shall be available during any subsequent month.

Section 16.6

Regular part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall earn Sick Leave at the rate of one-half (1/2) the rate set forth in Section 16.5. Sick Leave earned in any month of service shall be available during any subsequent month of service.

Section 16.7

The following shall apply to Sick Leave Accumulation:

All unused Sick Leave of any regular, full-time employee during continuous employment may be accumulated up to a maximum of twelve hundred (1200) hours.

The amount of each employee's accumulated Sick Leave on the day prior to the effective date of this contract shall be credited toward his accumulated Sick Leave under this contract.

No credit toward accumulated Sick Leave shall be granted for time worked in excess of his normal work week.

Sick Leave shall continue to accumulate during authorized leaves of absence with pay.

Section 16.8

The following shall apply to Sick Leave Redemption:

- A. An employee, upon resignation without prejudice, shall receive, on the basis of his base rate of pay, compensation for twenty-five percent (25%) of his unused accumulated sick leave, as severance pay.
- B. An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his unused, accumulated sick leave.
- C. Upon retirement or death of a regular, full-time employee sixty percent (60%) of his unused accrued sick leave shall be remitted on the basis of his current base rate of pay to the employee, or his estate.

Section 16.9

A regular, full-time employee who reaches his maximum accumulation of twelve hundred (1200) hours of sick leave, and who maintains a perfect attendance record for four ((4) consecutive months thereafter, shall be entitled to choose one of the following three options for each four month period of perfect attendance:

- 1. Eight (8) hours pay at the employee's regular base rate of pay, provided however, that the employee may not earn more than three (3) days of pay in any twelve (12) month period.
- 2. Eight (8) hours off with pay, which must be taken at the employee's option, during the immediately succeeding four (4) months, provided however, that the employee may not earn more than three (3) days off with pay in any twelve (12) month period.

An increase of one (1%) percent in the sick leave severance benefit up to a maximum of 100% upon resignation without prejudice, death, or retirement as outlined in Section 16.8 of this Agreement, provided however, that the sick leave severance benefit may not exceed the allowable maximum accumulation of twelve hundred (1200) hours and the employee may not earn more than three (3%) percent in any twelve (12) month period.

For the purposes of the foregoing calculations, absence for personal leave, vacation leave, compensable injury, and funeral leave will not mar otherwise perfect attendance.

**ARTICLE XVII
FAMILY FUNERAL LEAVE**

Section 17.1

Special Leave for the following will apply:

- A. Funeral leave of up to a total of three (3) working days, four (4) working days when the funeral is held over 250 miles from employee's home, with pay between the date of death and the funeral, inclusive, shall be granted to a regular full-time employee in the event of the death of the employee's:

- | | | | |
|--|--------|--------|-------------|
| Spouse | Sister | Father | Step-Parent |
| Brother | Mother | Child | Step-Child |
| Relative Domiciled in the employee's household | | | |

Funeral Leave of up to a total of two (2) working days with pay for the purpose of attending the funeral shall be granted a regular full-time employee in the event of the death of the employee's:

Grandchild	Grandparent	Aunt	Uncle
Son-in-Law	Daughter-in-Law	Sister-in-Law	Brother-in-Law
Mother-in-Law	Father-in-Law		

In the event an employee is called upon to assume full responsibility for the funeral of any of those listed in this section, the employee shall be granted up to a total of three (3) working days with pay between the date of death and the date of funeral, inclusive.

Section 17.1.1

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

Section 17.2

Where the employee is authorized to take funeral/leave, and said leave occurs when the employee is already on authorized leave due to regularly scheduled days off or sick leave, the amount of funeral leave granted will include these days. When an employee is authorized to take funeral leave and said leave occurs on an official holiday, or during his scheduled vacation leave, the funeral leave granted shall be in addition to said holiday or vacation leave.

ARTICLE XVIII
PERSONAL LEAVE

A regular full-time employee who has successfully completed six months of their entry level one year probationary period shall be entitled to four (4) working days for personal leave, each fiscal year. Personal leave days may only be used for the following purposes: births of the employee's children; moving; involuntary legal demands except jury duty; religious holidays; graduations from senior high school or college (when graduate is a son, daughter, grandchild, husband, wife, or the employee), and weddings, christenings and funerals of immediate Family members as defined in Article XVII, Section 17.1.

- A. In addition to the above purposes the employee may use up to three (3) working day of the four (4) personal leave days for other important personal events, provided such events cannot be accomplished outside the employee's scheduled working hours.
- B. Authorized leave to attend funerals of family members shall not be charged as personal leave, but as Family funeral leave, in accordance with Article XVII.
- C. In the event that any purposes for which personal leave days apply occur on the employee's regular scheduled day off, or authorized leave, time may not be charged as personal leave.
- D. Personal days are not accumulative, and cannot be applied to the next fiscal year.

Section 18.2

To have their absences credited as personal leave, employees must provide the Director of Public Works with reasonable notice of their intended absence at least forty-eight (48) hours in advance, unless otherwise authorized by the Director of Public Works.

ARTICLE XIX
INJURY LEAVE

Section 19.1

Injury leave is paid leave given to an employee due to absence from duty caused by an accident, or injury which occurred while the employee was engaged in the performance of his duties. Employees are covered by Workers' Compensation Insurance, and are paid stated amounts due to injuries received on duty. The Town, in the case of injury leave, shall supplement the payments of the insurance company so the employee will receive his full base rate of pay during his absence, for a period not to exceed twelve (12) months.

Section 19.2

All payments on injury leave shall be made subject to the same rules and regulation as Workers' Compensation Insurance. Lost time under injury leave shall not be charged to vacation or sick leave, accruals.

ARTICLE XX
JURY DUTY

Section 20. 1

Regular full-time employees shall be granted a leave of absence, with pay, for required jury duty. In such cases, the employee shall receive that portion of his regular salary, which will, together with jury pay, equal his total salary for the same pay period. The employee shall notify the Director of Public Works of the scheduled jury duty at least forty-eight (48) hours in advance, except where sufficiently limiting circumstances exist.

ARTICLE XXI
UNION BUSINESS LEAVE

Section 21.1

The two (2) members of the Union Negotiating Committee shall be entitled to attend all meetings between the Town and Union for the purpose of negotiating the terms of the Collective Bargaining Agreement. For training purposes, a third member of the bargaining unit may attend a limited number of meetings with pay, provided that permission has been obtained from the Director of Public Works. When such meetings take place at a time when such members are scheduled to be on duty, the two members shall be granted leave from duty, with pay, for attendance at such meetings.

Section 21.2

One member of the Union Grievance Committee, in addition to the aggrieved employee, or employees, shall have the right to attend all meetings between the Town and Union, for the processing of grievances. When such meetings take place at a time during which either the Committee member, or the aggrieved employee(s) are scheduled to be on duty, they shall be granted leave from duty, with pay, for such meetings.

ARTICLE XXII
OTHER LEAVES

Regular full-time employees shall be granted leave with pay for participation in conferences, official meetings, and education training courses which will enhance the value of the employee to the Town, as approved by the Town Manager. In the event that the employee receives a scholarship, or fellowship, his regular base salary shall reduced by that amount for the duration of the leave, as approved by the Town Manager.

ARTICLE XXIII
UNIFORMS

Section 23.1

The Town shall furnish all regular employees who are required to wear a uniform, the required uniform, to include one (1) heavy winter jacket and coveralls, as necessary, and as determined by the Director of Public Works. The Town agrees to replace items of uniform issue, as found necessary upon inspection, and as approved by the Director of Public Works, such replacement to be at the Town's expense unless the need for replacement is the result of negligence, or wrong-doing, by the employee. Cleaning of issued clothing for all regular full-time employees will be provided by the Town. The frequency and manner of cleaning shall be determined by the Town. Title to all issued uniforms and equipment shall remain with the Town.

Section 23.2

The Town shall provide safety shoes for all regular employees, with the exception of probationary and part-time employees, who shall, upon employment, be required to purchase such safety shoes as prescribed by the Director of Public Works. Upon successful completion of the employee's probationary period, for a regular full-time employer, or one year of continuous employment, for a part-time employee, the Town shall reimburse said employee up to a maximum \$175.00 for the purchase of safety shoes.

The Town shall, upon inspection and approval by the Director of Public Works, repair or replace safety shoes.

Section 23.3

Unless otherwise authorized by the Director of Public Works, employees shall be required to wear all items of the prescribed working uniform. If an employee fails to wear such uniform items as made available and prescribed by the Town, he shall be given a reprimand for the first such failure, suspended for the second failure, and discharged for the third such failure.

ARTICLE XXIV
GENERAL PROVISIONS

Section 24.1

A bargaining unit employee who has successfully completed five (5) years of service will be provided an opportunity to take a complete examination to be promoted in a specialty needed by the Town. The Town reserves the right to promote from the bargaining unit before five (5) years if an opening or vacancy arises and the employee follows promotional guidelines already in place.

Section 24.2

In the event of inconsistencies between the terms of the Agreement and the provisions or the Town Personnel Rules, the Agreement shall prevail; otherwise, the Personnel Rules shall prevail.

Section 24.3

When the context so requires, the masculine gender shall include the feminine, the feminine shall include the masculine, and the singular shall include the plural, and the plural shall include the singular.

Section 24.4

Nothing in this Agreement shall be construed as abridging any current right, benefit, or privilege that employees have enjoyed heretofore provided such right, benefit or privilege is not superseded by the terms of this Agreement. This provision shall not preclude the right of the Town Manager to make reasonable changes in any current right, benefit, or privilege, provided that the Union shall have access to the grievance procedure. Before any changes are made, the Town will discuss such changes with the Union.

Section 24.5

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions of this Agreement.

Section 24.6

The Town shall furnish each employee in the bargaining unit with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees shall receive a copy of this Agreement at the time of hire.

**ARTICLE XXV
INVALIDITY**

Section 25.1

If any Article or Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections, or portions thereof, which shall be valid.

**ARTICLE XXVI
ENTIRE AGREEMENT**

Section 26.1

The foregoing constitutes an entire Agreement between the parties, and no verbal statement shall supersede any of its provisions. It is understood and agreed, that all matter subject to collective bargaining between the parties have been covered herein and that it may not be reopened for change in its items or additions of new subject matter, except by mutual agreement.

**ARTICLE XXVII
DURATION**

Section 27.1

This Agreement shall be effective as of July 1, 2011 and shall remain in full force and effect until June 30, 2014. The Agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing not later than one hundred eighty (180) days prior to the expiration date, that it desires to modify this agreement.

In the event negotiations are not concluded before the effective date(s), this Agreement shall continue in full force and effect until such negotiations are concluded.

IN WITNESS THEREOF, the parties hereto have set their hands this 15th day of July, 2011

FOR LOCAL 1303 OF COUNCIL #4,
AFSCME, AFL-CIO

FOR THE TOWN

Paul Holman 8/10/11
Signed: President

[Signature] 8/10/11
Signed: Witness

[Signature] 8/10/11
Signed: Staff Representative
Council #4, AFSCME, AFL-CIO

[Signature]
Signed: Town Manager

[Signature] 7-15-11
Signed: Witness

[Signature] 7-15-11
Signed: Witness