JULY 1, 2017 THROUGH JUNE 30, 2021

AFSCME, AFL-CIO
LOCAL 1303-094 OF CONCTNL 4
LITCHFIELD TOWN HIGHWAY/SEWER EMPLOYEES UNION

and

TOWN OF LITCHFIELD
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Section 2.1
Any authority, whether or not specifically set forth in this Agreement, hereinafter referred to as the "Authority," shall be no anticipation or diminution of any authority, whether or not specifically set forth in this Agreement, hereinafter referred to as the "Authority," for the purpose of determining the rights, duties, and obligations of the Authority, in determining the rights, duties, and obligations of the Authority, in the performance of its duties, to the end that the Authority may perform its duties in a manner consistent with the requirements of this Agreement.

Management Rights

ARTICLE 2

Wages, hours and other conditions of employment shall be set in accordance with the provisions of collective bargaining with respect to assistant firemen, police, probationary, and other employees of the Authority, as provided by law.

Resultantly, the Authority shall not be required to negotiate agreements with respect to the employment of any employee, whether or not specifically set forth in this Agreement, hereinafter referred to as the "Authority," for the purpose of determining the rights, duties, and obligations of the Authority, in determining the rights, duties, and obligations of the Authority, in the performance of its duties, to the end that the Authority may perform its duties in a manner consistent with the requirements of this Agreement.

The Town hereby recognizes the Union as the sole and exclusive bargaining agent for permanent employees of the Authority, as provided by law.

ARTICLE 1

Reciprocal

Council 4, AFSCME, AFL-CIO, HIGHWAY/SewER employEES UNION (hereinafter referred to as the "Union") affiliated with the Municipal Corporation (hereinafter referred to as the "Authority") and the Litchfield Town, through their respective representatives, have engaged in negotiations for the purpose of reaching agreement on the terms and conditions of employment of the employees of the Authority, as provided by law.

The primary purpose of any municipal government is to serve, foster, and promote the welfare of the community. A well-governed, healthy, and prosperous community cannot exist, on the one hand, its moral and legal obligations to its employees, while being recognized on the other hand, the requirement of the employees of the municipal government to the rights, duties, and obligations of the municipal government, as provided by law.

PREAMBLE

AFSCME, AFL-CIO
OF COUNCIL 4
LITCHFIELD TOWN HIGHWAY/SEWER EMPLOYEES UNION LOCAL 130-094
TOWN OF LITCHFIELD
ARTICLE 4

SENIORITY, LAYOFF AND RECALL

By reason of action taken by the Town for the purpose of complying with the provisions of this Article, the Union agrees to indemnify and to hold the Town harmless against any and all claims, damages, expenses or other forms of liability incurred by the Town, arising out of or relating to the Union's failure to perform its obligations hereunder or to any action or inaction on the part of any person or entity acting on behalf of the Union.

Section 4.1

The obligation, in writing, by the Secretary of the Union to notify the Union as soon as practicable of deduction made(s) to make any deduction(s) for Union dues, unless the Town is specifically notified of deduction made(s) to make an additional deduction for such deduction(s) shall be subject to the next scheduled time for deduction to be made for each deduction to be made by the next scheduled deduction, which is not eligible.

Section 3.2

Deductions are made

Transfer of Local 103. Council 4, AFSCME, AFL-CIO not later than the 15th day after receipt of individual written authorization from Union members or service charge deductions of this Article and when are not eligible.

Section 2.2

Deductions are made

Administration equivalent of the amount uniformly required of Union members.

Administration equivalent of the Union uniformly required of Union members shall be carried out by the provisions of the collective bargaining agreement and contract.

Section 3.1

Members for the duration of the Agreement

All employees who are members of the Union who pay monthly dues uniformly required of all Union members.

Section 3.0

AGENCY SHOP AND DUES CHECK-OFF

ARTICLE 3

Employees may be utilized.

All bargaining unit work shall be performed by bargaining unit employees before non-bargaining unit employees.
Section 4.1
The Town shall provide the Union annually, with a seniority list of employees covered by this
Agreement no later than May 15.

Section 4.2
It shall be the policy of the Town to fill vacancies by promoting employees from lower rated jobs to
the extent that such policy is practicable without interfering with operations, economy, efficiency and
administration of the highway Department and Sewer Plant, by hiring the best qualified employees.

Section 4.3
Any reduction or elimination of any position made by the Town shall be communicated to the President
of the Union or his/her designated agent.

Section 4.4

Section 4.5

Section 4.6

Section 4.7

In the event of the necessity to reduce the work force, the employee with the least seniority in the
classification where work must be curtailed shall be laid off first, providing he cannot be used in another
classification. Seniority shall prevail only to the extent that the remaining employees shall be fully able
and qualified to perform the remaining available work in the Department or classification.

Seniority shall be lost for the following reasons:

4.5.1 Voluntary quitting.
4.5.2 Failure to return to work from layoff after being recalled, or expiration of recall rights.
4.5.3 Discharge for cause.
4.5.4 Retirement.
4.5.5 Failure to return to work from an approved leave of absence.

Any employee about to be laid off shall receive advance notice whenever possible.

The right of seniority in reemployment shall be accorded to a laid off employee prior to new employees
being hired, provided such laid off employee responds to a call to report for work within five (5) days
after receipt of notice sent to him/her by certified mail, to his/her last known address.
be paid at the applicable overtime rates. Scheduled to work three (3) hours Sunday, two (2) hours Sunday and two (2) hours holidays and shall after consultation with the Union President or his/her designate. Severance Plan employees shall be excepted a change may be made by the Severance Plan Superintendent or Director of Public Works for holiday. The starting time for each day will be 7:00 a.m. and finish at 3:30 p.m., with a half-hour President or his/her designate. except a change may be made by the Director of Public Works after consultation with the Union, The starting time for each day will be 7:00 a.m. and finish at 3:30 p.m., with a half-hour for lunch, Section 5.1

shall not be construed as a guarantee of work or pay. The normal workweek for all employees of the bargaining unit except Recycling Center employees, Section 5.0

HOURS OF WORK AND OVERTIME

ARTICLE 5

Section 4.11

Successfully completed the probationary period, the employee shall be credited with the time provided for in Article

During probation, an employee shall not be eligible to take vacation; however, once an employee has

Section 4.10

of service record as of the date of their employment.

of this Agreement. All employees who have completed their probationary period shall acquire a length

and notify the employee nor the Union shall have recourse to the grievance and arbitration provisions; during this period, a probationary employee may be terminated by the Town for any reason whatsoever.

New employees shall serve a probationary period of six (6) months and shall have no seniority rights

Section 4.9

of said employee.

The date of employment of any member of the department shall be the first date of continuous full time

Section 4.8

continuous seniority they had prior to layoffs. Accumulated seniority while on layoffs, but upon recall, shall be credited for the total amount of earned recall rights for laid off employees shall be for one (1) year from date of layoff. Employees shall not
The following holidays shall be paid for under the following conditions:

**ARTICLE 6**

**Holidays**

To work for overtime shall be paid from one (1) hour prior to the scheduled start time:

During the period from November 15th to April 15th, any Highway employee who is scheduled to report

**Section 5.7**

The overtime paid shall be applicable to several employees only in cases of emergency.

**Section 5.6**

Employees who are called back to work outside of their normal workday and workweek shall be paid a

The overtime paid shall be applicable to several employees only in cases of emergency.

**Section 5.5**

Any work performed by any employee in any workweek beyond eight (8) hours shall be paid at one and

**Section 5.4**

Any work performed by any employee in any workweek beyond forty (40) hours shall be paid for at

**Section 5.3**

Thereby employees must.

Your specified time period's but will otherwise be subject to the same number of hours and days as

The normal workweek for Recycling Center employees may include Saturdays with a one-half (1/2)

**Section 5.2**
When holidays described in Section 6.0 fall on, or are celebrated from Tuesday through Saturday and
Section 6.2

Section 6.5

When RecycleLine Center employees shall not be scheduled to work on the following Tuesdays:

When RecycleLine Center employees holidays described in Section 6.0 fall on, or are celebrated on

Section 6.4

Day.

If a holiday occurs during an employee's scheduled vacation, such holiday shall not count as a vacation

Section 6.3

If a holiday occurs during an employee's paid sick leave, the employee shall receive full pay for that day, and the

Section 6.2

Paid sick leave allowance for that holiday.

Holiday pay is payable on the day the holiday is observed.

Holiday pay is payable on the day the holiday is observed.

Consolidated holiday overtime rate be paid at a straight time from 12:00 noon until 3:00 pm, after 3:00 pm, the time worked shall be

Employees shall be released without a loss of pay except in cases of emergency. Employees, employees shall

Christmas Eve and New Year's Eve. If not released because of an emergency, employees shall

Day.

Memorial Day, Independence Day, Thanksgiving Day, Day after Thanksgiving and Christmas

Day.

During the regular four (4) hour holiday periods for the following holidays: New Year's Day, Memorial Day, Labor Day, Christmas Eve and New Year's Eve, employees shall receive full pay for all hours worked.

Any employee working on a holiday shall receive one and one-half (1½) times his/her regular

6.1.2

Sunday shall be observed on the following Monday.

Any holiday falling on a Saturday shall be observed on the preceding Friday and a holiday falling on a

A holiday shall not be observed on the following Monday. A holiday shall not be observed on the preceding Friday and a holiday falling on a

Any holiday falling on weekends will be celebrated in accordance with state law. If it becomes

6.1.1

The holiday must fall on regularly scheduled workday except:

Section 6.1

request is subject to approval by the Public Works Director.

The employee must request time off for the floating holiday at least two weeks in advance and the

**
Vacation time for each year employed up to 29 years, scheduled as follows:

- Completed 27 years: 1 calendar day
- Completed 26 years: 2 calendar days
- Completed 25 years: 3 calendar days
- Completed 24 years: 4 calendar days
- Completed 23 years: 5 calendar days
- Completed 22 years: 6 calendar days
- Completed 21 years: 7 calendar days
- Completed 20 years: 8 calendar days

Vacation time for each year employed up to 29 years, scheduled as follows:

- Completed 27 years: 1 calendar day
- Completed 26 years: 2 calendar days
- Completed 25 years: 3 calendar days
- Completed 24 years: 4 calendar days
- Completed 23 years: 5 calendar days
- Completed 22 years: 6 calendar days
- Completed 21 years: 7 calendar days
- Completed 20 years: 8 calendar days

Vacation Allowance in the Following Calendar Year

Vacation leave with pay in accordance with the following schedule:

In each calendar year, each permanent full-time employee who was hired before July 1, 2009 shall be entitled to a vacation leave with pay. Days that have been earned and approved for carryover shall be paid out at $50.00 per day.

Section 7.1

Vacations must be completed during the year and are not cumulative on a yearly or monthly basis.

The vacation year shall be the 12-month period following an employee's anniversary hire date.

Section 7.0

VACATIONS

ARTICLE 7

Public Works and Sewer Plant Superintendent respectively.

First Wednesday after the holiday, except where leave has been specifically approved by the Director of Public Works and Sewer Plant Superintendent respectively.

In order to qualify for holiday pay, employees must work the last weekday before and the one-half (1/2) hour of holiday pay.

Section 6.6

The Recycle Line Center is operating an employeeshall be scheduled to work and shall be paid time and
Section 8.0

ARTICLE 8

REIMBURSEMENT

Within thirty days,
in the event of the death of any employee, the portion of vacation pay shall be paid to his/her estate.

Section 7.5

A calendar year for each full month of service up to date of termination.

Section 7.4

If required, use between May 1 and October 1.

Section 7.3

Vacations of 10 days or less can be taken in half days, 1/2 days or whole days with the approval of the Director of Public Works for Highway Employees and the Supervising Superintendent for Sewer Plant Employees. Accumulated vacation days may be used in increments of whole days, half-days or hours.

Section 7.2

Vacations shall be granted in their entirety by seniority preference, subject to the demands of service as determined by the respective Superintendent.

Section 7.1

24 years of service. However, in such circumstances where an additional vacation time after completing 20 years has been granted, the employee is entitled to use the new vacation time in accord with the schedule set forth above, provided, in each calendar year, each full-time permanent employee whose vacation leave was first on or after July 1, 2009, shall:

10 calendar days
9 calendar days

Completed 29 years
Completed 28 years
Section 8.6

Any employee who accrues sick leave days beyond the maximum set forth in Section 8.1 shall receive paid by the Town from said Employer's sick leave eligibility in his/her sick bank.

Compensation Act and the amount of his/her regular forty (40) hours straight time earnings difference between the amount he receives as weekly compensation and the total amount his/her sick bank. Any employee, if he so elects, and only to the extent that the said sick leave eligibility in his/her sick bank has not been exhausted, shall receive paid by the Town from said Employer's sick leave eligibility in his/her sick bank, in the event the said irregular compensations for a period beyond the one (1) year period from the date in the course of and in the performance of his/her employment with the Town for an employee injured in the course of and in the performance of his/her employment with the Town for an employee injured in the course of and in the performance of his/her employment with the Town.

Section 8.4

Any employee absent for a condition covered by the Compensated Workers' Compensation Act which absence is less than seven (7) days may elect to be compensated for the first three (3) days of such absence in lieu of their regular pay, one-third (1/3) of their time, and shall accrue and have those days charged against his/her sick leave eligibility.

Section 8.3

In the event of the employee's death.

Section 8.2

Employees shall receive accumulated leave not to exceed one-hundred and fifty (150) days. Employees will supply an up-to-date list of compensated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year. Employees will supply an up-to-date list of accumulated leave in July or August of the contract year.

Section 8.1

Compensation and approval of another use of sick leave for this purpose.

Section 8.01
Section 10.1

Unpaid Leave

ARTICLE 10

Acquired sick leave with pay or up to five (5) days may be used to extend bereavement leave.

Section 9.5

Leaves granted under this article may not be split or deleted unless approved by the First Selection.

Section 9.4

Pay shall be granted to an employee to attend the funeral.

Section 9.3

In the case of death of a co-worker or grandparent of the employee’s current spouse, one (1) day with

Section 9.2

In the case of death of a current brother-in-law, current sister-in-law, aunt, uncle and grandparents of an

Any leaves provided in the employee’s household.

The immediate family shall be entitled to up to four (4) days leave of absence with pay when a death occurs in the

Section 9.1

FAMILY LEAVE

ARTICLE 9

Of spouse or child.

Employees shall be entitled to up to five (5) days leave of absence with pay when there is a death
JURY DUTY

ARTICLE 12

Leave of Absence of Jury Duty.

The Town will permit any employee to serve on Jury Duty, and any calendar year, to not exceed thirty (30) days in any calendar year, to not exceed thirty (30) days in any calendar year.

Section 12.0

MILITARY LEAVE

ARTICLE 13

CONTRACT LEAVE PROVISIONS ONLY

REPEAL

Section 13.0

ARTICLE 13

NOTE: When a contract with Federal Family Medical Leave Act exists with

Section 13.1

Dental or unpaid leave may not be articulated.

Section 13.2

Any employee returning from unpaid leave, in excess of sixty (60) days may be reinstated to his/her position held at the commencement of said unpaid leave, or for no less than sixty (60) calendar days.

Section 13.3

An employee on an unpaid leave shall be entitled to receive all benefits the same terms and conditions as provided to active employees. All retirement and other related benefits shall be continued in full at no cost to the employee.

Section 13.4

End of the Initial Unpaid Leave Period.

Section 13.5
Preventive services are 100% covered, not allocated toward deductible amount

The plan includes the following:

- The Town will make the contribution in advance promptly upon receipt of documentation demonstrating a hardship or a catastrophic injury to himself/herself or a dependent.
- If an employee can show separation of employment within 30 days of the separation date, the employee is entitled to receive the accrued benefit or reenroll in a different plan.

If the employee is enrolled in a PPO plan, the Town will provide a 1% of the applicable premium for coverage through the period of separation of employment. The Town will provide this benefit to employees until the employee has reached age 65. The Town will also provide a 1% of the applicable premium for coverage through the period of separation of employment.

Effective October 1, 2017, employees may enroll in a high-deductible plan with a health savings account. This plan includes a 15,000 deductible for individual coverage and a 33,000 deductible for family coverage.

14.0.2 Effective October 1, 2017, the Town will offer only the High Deductible Health Plan. Employees may elect to participate in the Town's Blue Cross Blue Shield POS Plan or the Town's Blue Cross Blue Shield PPO Plan.

14.0.3 Employers who are enrolled in the Town's Blue Cross Blue Shield POS Plan at the time of separation of employment are eligible to continue coverage under this plan until September 30, 2017. Employers who are enrolled in the Town's Blue Cross Blue Shield PPO Plan at the time of separation of employment are eligible to continue coverage under this plan until October 1, 2017.

14.0.4 Employers who are enrolled in the Town's Blue Cross Blue Shield POS Plan or the Town's Blue Cross Blue Shield PPO Plan are eligible to continue coverage under this plan until September 30, 2017.

Section 14.0

ARTICLE 14

INSURANCE

Supplemental, especially. Such time may be taken in hours, whole or half days.

Each bargaining unit employee shall be granted three (3) personal leave days per calendar year for any

Section 13.0

ARTICLE 13

PERSONAL LEAVE
before July 1, 2013) shall be entitled for general wage increases as follows:

- Effective July 1, 2020: 1.75%
- Effective July 1, 2019: 1.75%
- Effective July 1, 2018: 1.73%
- Effective July 1, 2017: 1.75%

Bargaining unit employees participating in the Town's defined benefit plan (employees hired

Section 1.5

In addition to the general wage increase set forth in Section 1.0.1, bargaining unit employees shall be

Section 1.5.0

WAAGES

ARTICLE 15

Implementation of any changes.

notice of any proposed changes and opportunity to review the same with the Board of Selectmen prior to

coverage that is substantially equivalent to the coverage now in effect. The Union shall be given 30 days
coverages for retired employees.

Section 14.1

Each active employee age 75 and over. No

14.0.3.1 The insurance: Each active employee $75,000 up to 70th birthday; 35% age reduction for each

15% July 1, 2020 through June 30, 2021
14% July 1, 2019 through June 30, 2020
13% July 1, 2018 through June 30, 2019
12% October 1, 2017 through June 30, 2018

Employees will pay the following percentage of the premiums:

- 50% of the deductible for the plan year from 7/1/20 through 6/30/21
- 50% of the deductible for the plan year from 7/1/19 through 6/30/20
- 60% of the deductible for the plan year from 7/1/18 through 6/30/19
- 73% of the deductible for the plan year from 7/1/17 through 6/30/18

Town will contribute to the deductible the following amounts:

- Town will pay reimbursement according to reimbursement HSA accounts
- Employment contributions to cover HSA may be made on a pre-tax basis (in accordance with
- no prescription co-pays after the deductible is met

Town will pay maintenance deposit account to maintain HSA accounts applicable law (and may be made through payroll deductions).
Recommendation to the Board of Selection:

Works shall review applications and conduct interviews and test prior to making a recommendation to the Board of Selection. Applications of candidates who are for classification purposes will be made available to the working group and review for their review and comment to the Director of Public Works. The working group will review the application and interview each candidate. The Director of Public Works will then make a recommendation to the Board of Selection.

Highway Dep't - Applications of candidates who are for classification purposes will be made available to the Board of Selection.

Section 15.2

The Board of Selection shall determine the classification to which each candidate is to be classified.

Section 15.1.1

The Board of Selection shall classify the Town's employees in accordance with the classification system established by the Board of Selectmen.

Section 15.1

The Board of Selectmen shall adopt a classification system for the purpose of classifying the employees of the Town in accordance with the guidelines established by the State of Maine. The classification system shall be based on a job classification system established by the State of Maine.

There are 15.02 employees hired on or after July 1, 2017 who shall be hired at the following rates based on their job classification:

- Effective July 1, 2017:
  - $24,839
  - $27,570
  - $30,300
  - $33,031
  - $35,762
  - $38,493
  - $41,224

Job Classification:

- Town Office
- Police
- Fire Department
- Equipment Operator
- Mechanics
- Clerks
- Office

The general wage increase of 2.75% set forth in section 15.1.1(q) for each classified employee who will be hired on or after July 1, 2017 shall be paid in accordance with the Town's defined contribution plan (employees beginning with employees participating in the Town's defined contribution plan (employees).
Section 15.9

Supplemental

Mechanic covering for Working Foreman/Carpen; and Chief Plant Operator covering for Sewer Plant

holidays falling within the 5 days. (Crew Leaders covering for Director of Public Works: Master

 Cormy Leaders, Master Mechanic: the Chief Plant Operator). Shall have 100% added to their hourly wage

Section 15.8

00'00

20 or more years of service

00'08

15-19 years of service

00'10

10-14 years of service

This base employment based upon years of service to the town as follows:

Each employee shall receive a longevity payment within thirty-days (30) of the anniversary date of

Section 15.7

paid on Wednesday of that week.

Employees shall be paid biweekly on Thursdays. If any Thursday falls on a holiday employees shall be

Section 15.6

classification rank.

Any employee promoted to a higher paying job classification shall be paid at the higher job

Section 15.5

Personal File.

The Sewer Plant Superintendent in written review placed in the employee's

increase shall be withheld for performance less than satisfactory as determined by

Severely Depressed.

the Director of Public Works in a written review placed in the employee's

increase shall be withheld for performance less than satisfactory as determined by

Severely Depressed.

Highway Depressed.

Severe Depressed.

Highway

Section 15.4

Any employee whose illness and work related injuries, require working in another classification. All

Section 15.3

employees will work in their classification unless an emergency and absences of other employees
Section 16.6

If an employee commences his/her employment with the Town he must return his/her uniforms. The company shall provide, launder, mend and replace uniforms if needed. Employees must wear uniforms.

Section 16.4

Shoe allowance of $150.00.

During the month of July in each year of this agreement, each employee shall receive a payable cash

Section 16.3

Available at the Town Highway Garage. The Town agrees that each employee will be furnished with work coveralls that shall be stored and

Section 16.2

said tools shall be stored and available at the Town Highway Garage. Said tools shall be stored and available to employees whose work requires the use of such tools.

Section 16.1

Excluding replacement.

If the matter is not adjusted satisfactorily, it may be processed according to the Grievance Procedure. If the matter is not adjusted satisfactorily it shall be presented to the Director of Public Works.

Section 16.0

Safety Rules and Regulations.

Both parties of this Agreement hold themselves responsible for mutual cooperation and enforcement of

ARTICLE 16

SAFETY AND HEALTH

7:00pm

7:00pm until 5:00 pm, he/she receive a paid one (1) hour for dinner, to be taken no later than

If an employee is called out prior to 6:00 am, he/she receive a paid one (1) hour for breakfast, to be
Section 17.3

Working days after the receipt of the written notification from the employee and other employee involved in writing of the decision and the reasons therefor within seven

workdays. Subject their grievance in writing to the First Selection who shall make a separate investigation and notify the Director of Public Works, the First Selection, or in the case of a

selection, the Director of Public Works of the appeal and the decision of the employee. If a grievance is not resolved with the decision of the Director of Public Works, they may appeal to the

Secretary of the Board of Directors.

Section 17.2

Written decision. The First Selection shall have seven (7) working days from the date which is provided to make a determination. The First Selection shall have seven (7) working days from the date which is provided to make a determination. The First Selection shall have seven (7) working days from the date which is provided to make a determination. The First Selection shall have seven (7) working days from the date which is provided to make a determination.

Step 1 - Within five (5) working days of the date upon which the alleged grievance occurred, the grievant shall notify the Town of the alleged grievance in writing to the First Selection. The First Selection shall have seven (7) working days from the date which was provided to make a determination. The First Selection shall have seven (7) working days from the date which was provided to make a determination. The First Selection shall have seven (7) working days from the date which was provided to make a determination. The First Selection shall have seven (7) working days from the date which was provided to make a determination.
NO STRIKE OR LOCKOUT

ARTICLE 18

Section 18.0

Any lockout by the Town in any part of the Town's operation of the Highway Department, any part of the Town's operations by employees of employees, or shall there be during the life of this Agreement, there shall be no strike, showdown, suspension, or stoppage of work in

Section 17.7

such abundance shall not suffer a loss of pay. The employee(s) shall notify their supervisor two (2) workdays prior of employees who shall attend grievance meetings, arbitration or prohibited practice hearings during work hours.

Section 17.6

In instances the grievance panel may be processed directly with the party whose action resulted in the grievance and in such

Section 17.5

shall have no authority to add to, modify or substitute from this Agreement.

Section 17.4

Subject to the written grievance, which copies to the other party, by certified mail return receipt. Mediation and Arbitration in writing with copies to the other party, by certified mail, return receipt.

Section 17.3

the grievance panel shall be final and binding unless contrary to law on both parties.

Step 4 - In the event the grievance does not resolve the grievance, then either party may, within ten (10) days of the written grievance, which copies to the other party, by certified mail, return receipt.

Section 17.2

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 17.1

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 17.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 16.0

In instances the grievance panel may be processed directly with the party whose action resulted in the grievance and in such

Section 15.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 14.0

In instances the grievance panel may be processed directly with the party whose action resulted in the grievance and in such

Section 13.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 12.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 11.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 10.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 9.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 8.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 7.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 6.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 5.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 4.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 3.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 2.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.

Section 1.0

The decision of the grievance panel shall be final and binding unless contrary to law on both parties.


Section 20.2

Eligible employees hired on or after July 1, 2013 may elect to participate in the Defined Benefit Plan.

Section 20.1

Eligible employees may contribute up to the maximum amount allowed by law.

The Town shall establish a defined contribution plan (the "Defined Contribution Plan") under the terms of the Defined Benefit Plan. Under the terms of the Defined Contribution Plan, employees may contribute up to 3% of eligible compensation, as defined for the Defined Benefit Plan, to the Defined Contribution Plan. The contribution by employees, up to the maximum amount allowed by law, shall be matched by the Town on a 1:1 basis.

Section 20.1

Current employees who are vested in the Defined Benefit Plan may continue their participation in the Defined Benefit Plan.

The contribution by employees, up to the maximum amount allowed by law, shall be matched by the Town on a 1:1 basis.

Section 19.0

If this agreement is contrary to law, statute, ordinance, or regulation, only that provision of the agreement which is contrary to such law, statute, ordinance, or regulation shall be null and void and the remaining provisions of the agreement shall not be null and void because of such contrary provision.

Article 19

Pensions
Section 24.0

CRIMINAL ACTS

DISCIPLINE FOR CONDUCT INVOVING ALCOHOL OR DRUGS OR

ARTICLE 24

within and related by the parties hereto.

in no case shall this provision the parties hereto unless such agreement is made and executed in

in accordance with the Town: and in accordance with the Town and in accordance with the Town and in accordance with the Town and in accordance with the Town and in accordance with the Town.

No agreement, alteration, understanding, variation, waiver or modification of any terms, conditions or

Section 23.0

ALTERATION OF AGREEMENT

ARTICLE 23

of race, age, creed, color, religion, national origin, sex, marital status or political affiliation permitted by law.

The Town and the Union agree that there shall be no discrimination against any employee on the basis

Section 22.1

participation of non-participation in the activities of the Union or any other employee organization.

No party to this Agreement shall discriminate in any way against any employee by reason of his/her

Section 22.0

NON-DISCRIMINATION

ARTICLE 22

a violation of any term or provision of this Agreement.

Under no circumstances shall individual Board of Selection members, or their agents, be held liable for

Section 21.0

NOT LIABILITY

ARTICLE 21
Robert Carrell, President,
Cranial 4, AFSCME, AFL-CIO

Richard Jessperson
Cranial 4, AFSCME, AFL-CIO
Mail Association, President Local 1303-094

In witness whereof, the parties hereto have caused this instrument to be signed and executed by

the authorized officers and representatives as of the 2 day of May 2017.

This Agreement contains the full and complete agreement between the Town and the Union all

PUBLISHED AND COMPLETE AGREEMENT
ARTICLE 26

other party or a desire to terminate, modify, negate or cancel or amend this Agreement, one (1) year prior to the expiration date of any anniversary date hereafter, serve written notice on the

successive periods of one (1) year, unless either party shall, on or before the one hundred and eighty

to and including the 30th day of June, 2021, and shall be considered automatically renewed for

This Agreement shall become effective July 1, 2017 and shall remain in full force and effect thereafter

Section 25.0

ARTICLE 25

DURATION AND TERMINATION