AGREEMENT BETWEEN

THE TOWN OF AVON

AND

The American Federation of State, County & Municipal Employees
Local 1395, Council 93, AFL-CIO

JULY 1, 2022 TO JUNE 30, 2025

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This agreement entered into by the Town of Avon, hereinafter referred to as the Employer and the American Federation of State, County and Municipal Employees, Local 1395, Council 93, AFL-CIO, hereinafter referred to as the Union, has its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of conditions of employment.

ARTICLE 1
RECOGNITION AND BARGAINING UNIT

The Employer recognized the Union as the sole and exclusive bargaining agent for the purposes of establishing conditions of employment for all permanent employees of the Town of Avon employed twenty (20) hours or more in the following positions: Assistant Librarian, Junior Clerk, Library Technician, Senior Clerk, Building Superintendent, Laborer, Working Foreman Laborer, Dispatcher, Police Department Administrative Assistant and Library Circulation Assistant, Dispatch Secretary, Dispatch Office Manager.

ARTICLE 2
UNION DUES/VOLUNTARY CONTRIBUTION

A. During the term of this Agreement, employees may tender an initiation fee, monthly membership dues, and COPE contributions, to the Union by signing the authorization form(s) and, in accordance with the terms of the form, the employer agrees to deduct said dues/fees/contributions from the pay of each employee in the unit who signed the form and remit the aggregate amount to the Union along with a list of employees who had said dues/fees/contributions deducted.

Each employee in the bargaining unit who has chosen not to be a member of the Union, may voluntarily pay to the Union, which still has a legal obligation to represent non-Union members of the bargaining unit, an amount of money equal to the employee's pro rata share of the collective bargaining, contract administration and grievance administration costs borne by the Union, as calculated in accordance with M.G.L. Chapter 150E, Section 12. Said payment shall be authorized in writing by the employee and shall be deducted from his/her pay by the employer and remitted to the Union as described in the same manner as described in the first paragraph of this Article.

The Union hereby agrees to indemnify the employer and hold it harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article.

B. Union Orientation. During a new employee's orientation session, the Town will provide the Union with thirty (30) minutes of time during said session for the Union representative and the new employee (if the employee so chooses) to discuss Union membership opportunities for the employee as outlined in the Acts of 2019, Chapter 73 and M.G.L. 150 E

ARTICLE 3
DISCRIMINATION AND COERCION

The Employer and Union agree that they will not discriminate against any employee for exercising his/her rights under the provisions of Massachusetts General Laws Chapter 150E. The employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement.

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition
A grievance is a dispute between the parties which specifically relates to the application or meaning or interpretation of a specific provision of this Agreement

Section 2. Procedure
Any grievance which may arise shall be settled in the following manner:

STEP 1. The Union Steward and/or Representative, with or without the aggrieved employee, shall take up the grievance or dispute, in writing, with the employee's immediate supervisor within five (5) working days of the date of the grievance or his/her knowledge of its occurrence. The Supervisor shall attempt to resolve the matter and shall respond to the Steward within five (5) working days.

STEP 2. If the grievance has not been settled by the immediate supervisor within five (5) working days, it shall be presented in writing to the Department Head/Superintendent within five (5) working days after the immediate supervisor's response is due. The Department Head/Superintendent shall respond to the Steward, in writing, within five (5) working days.

STEP 3. If the grievance is denied at Step 2, the grievant and/or the Steward may request that the matter be reviewed by the Board of Selectmen, by written request made to the Board no later than five working (5) days after receipt of the Department Head's denial. Said request shall include a written description of the alleged violation of the Contract, including relevant contract provisions.

STEP 4. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Board of Selectmen is due, by written notice to the other, request arbitration.

Absent a written agreement to the contrary, in any Step where management fails to approve or deny a grievance, the grievance shall be deemed "denied" at the expiration of the stated time period.

The services of the American Arbitration Association shall be utilized for the purposes of arbitration of disputes over the interpretation or application of the terms of this Agreement as provided in Chapter 150E of the General Laws, as amended.

The cost of the Arbitrator's services shall be borne equally by the Employer and Union. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and the Arbitrator. The decision of the Arbitrator shall be final and binding on both parties.

Grievances involving discharge, suspension or demotion shall be processed beginning at the third step. If the case reaches arbitration, the Arbitrator shall have the power to direct a resolution of the grievance up to, and including, restoration to the job with all compensation and privileges that would have been due the employee.

ARTICLE 5
JOB SECURITY

Section 1. Discharge, Suspension or Demotion

No employee in the unit shall have any disciplinary action taken against him/her involving discharge, suspension or demotion, until he/she has been given a written statement of the specific reason(s) for such contemplated action and has been given the opportunity to use the provisions of the grievance procedure contained in this Agreement.

Section 2. Just Cause

No employee shall be disciplined or discharged unless there is just cause.

ARTICLE 6
JURY PAY

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 7
FUNERAL LEAVE

Each member of the Bargaining Unit will be granted leave, without loss of pay, in the event of death in his/her immediate family. Such leave shall be five (5) days for funeral and memorial services. For the purpose of this Article, the term "immediate family" shall mean, and include, mother, father, mother-in-law, father-in-law, grandparents, grandparents of spouse, daughter-in-law and son-in-law, sister, brother, spouse, child, grandchild, brother-in-law, sister-in-law, step mother, step father and step siblings.

ARTICLE 8
HOLIDAYS

Section 1. Paid Holidays
The following shall be considered holidays:

New Year's Day	Martin Luther King Day	President's Day
Patriot's Day	Memorial Day	Independence Day
Juneteenth	Labor Day	Columbus Day
Veteran's Day	Thanksgiving	Christmas Eve
Christmas		

…. And any other day that may be declared a holiday by the Governor of the Commonwealth or the General Court.

With the addition of Christmas Eve as a holiday this will eliminate the existing practice of closing early the day before the holiday.

Section 2. Holiday on Day Off

Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation.

Section 3. Work on a Holiday

Any employee required to work on a paid holiday shall receive, in addition to the paid holiday, compensation in an amount equal to one and one-half (1 ½) times the regular rate of pay for all hours worked, but in no case shall this be less than the amount equal to two (2) hours work at double the regular rate of pay.

Section 4. Holidays on Saturday/Sunday

Should a holiday fall on Saturday, the employee working a M-F workweek shall be given the preceding Friday off. Should a holiday fall on a Sunday, the employee working a M-F workweek shall be given the following Monday off. Employee's whose workweek includes Saturday and Sunday shall continue the practice of receiving an additional day off as permitted. In the unusual event that two holidays occur on a consecutive days which include a Saturday or Sunday; the Town and the Union will consult to determine which additional non-weekend day shall be granted.

Section 5. Dispatcher Holidays

Notwithstanding the provisions set forth as Section 2, 3 and 4 above, bargaining unit members employed as Public Safety Dispatchers shall be compensated for the holidays listed in Section 1, above, through payment of one(1) additional work day in each pay period encompassing a 'holiday' listed in Section 1. Employees working on the actual listed 'holiday' shall receive pay at the rate of time and one-half (1 ½) for hours actually worked. The provisions of Sections 2, 3 and 4 above shall not apply to Public Safety Dispatchers.

ARTICLE 9
SENIORITY

Section 1. Definition

A. Seniority shall mean length of service of the employee in the Bargaining Unit and shall be determined by their most recent day of hire. A seniority list shall be verified yearly and posted by the Board of Selectmen.

B. Bargaining Unit employees with periods of service prior to their most recent day of hire shall be credited with that service upon having worked a period of time equal to twice the length of their absence.

Section 2. Application

A. The principle of seniority and ability to do the job shall equally govern and control in all cases of promotion within the Department.

B. The principle of seniority shall govern and control in all cases of transfer, decrease or increase of the working force as well as preference in assignment to shift work and choice of vacation period and in any other matter in which preference is a factor. A thirty (30) day notice shall be given prior to layoffs, freezing all benefits.

ARTICLE 10
JOB POSTING AND BIDDING

Section 1. Procedure

A. When a position covered by this Agreement becomes vacant, such vacancy shall be posted in at least five (5) different work locations in a conspicuous place, listing all pay, duties, and qualifications, area, shift and days off. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within five (5) days of expiration of the posting period, the Employer will award the position to the most senior applicant within the Department, with the qualifications to do the job. Should there be no other employee within the department, or employees within the department have indicated that they are not interested in the position, the town may proceed to post externally, and the provisions of this Section 1 (A) shall be waived.

B. The determination of "qualifications to do the job" shall be made by the Board of Selectmen and its rationale shall be made available to the Bargaining Unit for acceptance or challenge.

C. Temporary assignment to a higher classification:
Employees who are required to perform duties of a higher classification for more than two (2) consecutive days shall be compensated at the rate of pay for said classification retroactive to the first day of service. Employees so required for two (2) days or less shall not be compensated at the higher grade.

Section 2. Trial and Training Period

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

There shall be a probationary period of ninety (90) days time for all new employees. During this probationary period, an employee may be warned, disciplined, suspended, discharged, or affected in any way, and such action shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 3. Filling Position from Outside

If it is mutually agreed between the parties that no applicant is qualified, the Employer may fill the position from outside the Bargaining Unit.

ARTICLE 11
PERSONAL LEAVE

Employees shall be granted time off, for which he/she will be paid at his/her normal rate, to conduct personal business. Such personal leave shall consist of five (5) days in the work year.

ARTICLE 12
FAMILY AND MEDICAL LEAVE

1. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the Town agrees to apply the provisions of the FMLA to all employees in the bargaining unit who have been employed for twelve (12) months and have worked at least 1250 hours in the preceding 12 month period.

2. The Town agrees that each eligible employee is entitled to take up to twelve (12) weeks of leave per fiscal year, but in no event shall an employee take a continuous leave of more than twelve (12) weeks in a calendar year.

3. Eligible employees are entitled up to twelve (12) weeks of FMLA leave for one or more of the following reasons:

a) The birth of an employee's child;

b) The placement of a child with an employee for adoption or foster care;

c) The need to care for the employee's child, spouse, parent, or parent-in-law who has a "serious health condition;"

d) The employee's serious health condition which renders the employee unable to perform his or her job.

A leave for birth, adoption, or foster care placement must conclude within twelve (12) months of the birth or placement of the child. "Serious health conditions" shall include, but is not limited to, heart attacks, strokes, cancer, severe respiratory conditions, back conditions requiring surgery or extensive therapy, severe arthritis, pneumonia, appendicitis, nervous disorders, and complications or illnesses related to pregnancy. "Serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility;
- any period of incapacity requiring absence of more than three (3) calendar days from work, school or other regular activities that also involves continuing treatment by or under the supervision of a health care provider;
- continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or
- prenatal care.

Leave may be taken on an intermittent basis when medically necessary or when agreed to by the Town and the employee.

4. During such leave, an employee will be paid any vacation, emergency, and personal leave benefits accrued as of the beginning of such leave. Employees will be entitled to utilize paid sick leave only for their own "serious health conditions." Employees may use up to ten (10) sick days annually for the illness of an immediate family member. These benefits shall continue to

accrue for so long as the employee is on the Town's payroll. Once these benefits have been exhausted, the remainder of the leave shall be unpaid. An employee's seniority shall continue to accrue until the end of the leave.

5. If the need for FMLA leave is foreseeable, an employee shall notify the Town of her or his intention to take such leave thirty (30) calendar days prior to the commencement of such leave. Where the need for FMLA leave is not foreseeable, the employee should give the Town notice as soon as is practicable. The employee must also provide medical certifications supporting the need for leave due to a serious health condition.

6. During FMLA leave, an employee shall be provided with continued health insurance benefits as long as the employee continues to pay the same contribution rate as paid by the employee prior to leave. In the event the employee fails to return to work at the end of the leave, the Town retains the right to recover the health insurance premiums the Town paid to maintain the employee's health insurance during the leave, unless the reason the employee does not return is due to the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA or is due to other circumstances beyond the employee's control, such as where an employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work site; a relative or individual other than an immediate family member has a serious health condition and the employee is needed to provide care; the employee is laid off while on leave; or the employee is a "key employee" who decides not to return to work upon being notified of the employer's intention to deny restoration because of substantial and grievous economic injury to the employer's operations and is not reinstated by the employer.

8. The Town retains the right to require that a request for leave be supported by medical certification issued by a health care provider. "Health Care Providers" should be those professionals listed in the FMLA. The Town also reserves the right, in good faith, to require that the employee obtain a second medical opinion by a health care provider designated by the Town, so long as such provider is not employed on a regular basis by the Town, with the exception of the Town doctor. The expense of the second opinion shall be borne by the Town, unless the employee's medical insurance would cover such expense. If the first and second opinions differ, the Town may require the employee to obtain medical certification from a third health care provider, to be designated or approved jointly by the Town and the employee. If the Town does not attempt, in good faith, to reach agreement regarding the identity of the third health care provider, then the Town will be bound by the first certification. If the employee does not attempt, in good faith, to reach agreement regarding the identity of the third health care provider, then the employee will be bound by the second certification. The third medical opinion shall be binding, provided that the third health care provider has reviewed the first and second certifications, along with each parties' written reasons for not accepting the prior certification.

9. Where an employee has taken FMLA leave because of his or her own serious health condition, the Town may require, as a condition for returning to work, fitness for duty certification from the employee's health care provider with regard to the particular health condition that caused the employee's leave.

10. An employee who returns to work at the end of FMLA leave shall be restored to the same position or an equivalent position with the same pay, benefits and working conditions, unless the employee is a "key employee" or would have been laid off or otherwise terminated during the employee's leave. If an employee on FMLA leave would have been laid off or otherwise had his or her position terminated during the leave period, then the Town will not be required to reinstate

the employee at the end of the leave; provided, however, that such employee shall retain any bumping rights he or she may have under this Agreement. A key employee is a salaried employee and among the highest paid ten percent (10%) of employees employed by the Town.

11. The Town may deny job restoration to a key employee taking FMLA leave in order to prevent substantial and grievous economic injury to the Town. To exercise this option, the Town must notify the key employee in writing at the time FMLA leave is requested that the employee is a key employee. If the Town later decides to deny job restoration to the key employee, the employee must be provided with written notice explaining the reasons for the decision. The employee must also be given a reasonable opportunity to return to work after this notice. A key employee who does not return to work after receiving such notice retains all of his or her FMLA rights until the conclusion of the leave. At the conclusion of his or her FMLA leave, the key employee remains entitled to request reinstatement. The Town must then determine whether there will be substantial and grievous economic injury from reinstatement and notify the employee in writing if reinstatement is denied.

12. In the event both spouses are employed by the Town and are eligible employees, they are jointly entitled to a combined total of twelve (12) work weeks of FMLA leave if the leave is taken

(1) for the birth of a son or daughter or to care for the child after birth,

(2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or

(3) to care for a parent (but not a "parent in-law") with a serious health condition.

13. Any violation of this Article shall be subject to the grievance and arbitration provisions of this Agreement. The arbitrator may look to the provisions of the FMLA in fashioning his or her decision and award.

ARTICLE 13
MILITARY LEAVE

Employees serving in the Armed Forces of the United States shall be granted all of the rights and privileges secured under the Uniformed Services Employment and Re-Employment Rights Act of 1994, as amended.

ARTICLE 14
EMERGENCY CLOSING

In the event that the Board of Selectmen (or their designee) orders Town Offices closed due to inclement weather or other emergency conditions, the employees covered under this Agreement who are sent home as a result of such an order or decision shall receive a full day's pay for such day.

Hot Weather Conditions

Highway and Water Division laborers shall not be required to work outside during periods of excessive heat (to be defined as a temperature of ninety-five degrees (95) Fahrenheit or above) as measured by the SCADA weather station located at the Water Division Operations Center on

Argyle Avenue, but rather shall perform such duties as may be appropriate and available at indoor locations.

ARTICLE 15
HOURS OF WORK

The following hours and days shall be in effect for the duration of this contract:

Water Division Office	Monday – Wednesday – 8:30 a.m. to 4:30 p.m. Thursday – 8:30 a.m. to 7:30 p.m. Friday – 8:30 a.m. – 1:00 p.m.
Treasurer's Office	Monday – Wednesday – 8:30 a.m. to 4:30 p.m. Thursday – 8:30 a.m. to 7:30 p.m. Friday – 8:30 a.m. – 1:00 p.m.
Superintendent of Buildings	Monday – Wednesday – 7:30 a.m. to 4:30 p.m. Thursday – 8:30 a.m. to 7:30 p.m. Friday – 7:30 a.m. – 1:00 p.m.
Board of Health	Monday – Wednesday – 8:30 a.m. to 4:30 p.m. Thursday – 8:30 a.m. to 7:30 p.m. Friday – 8:30 a.m. – 1:00 p.m.

DPW Monday – Friday – 7:30 a.m. to 4:00 p.m.

Tax Collector	Monday – Wednesday – 8:30 a.m. to 4:30 p.m. Thursday – 8:30 a.m. to 7:30 p.m. Friday – 8:30 a.m. – 1:00 p.m.
Assessors	Monday – Wednesday – 8:30 a.m. to 4:30 p.m. Thursday – 8:30 a.m. to 7:30 p.m. Friday – 8:30 a.m. – 1:00 p.m.
Town Clerk	Monday – Wednesday – 8:30 a.m. to 4:30 p.m. Thursday – 8:30 a.m. to 7:30 p.m. Friday – 8:30 a.m. – 1:00 p.m.
Council on Aging	Monday – Friday – 8:30 a.m. to 4:30 p.m.
Dispatchers	8:00-4:00/4:00-12:00/12:00-8:00 Four (4) days on- Two (2) days off Sunday-Saturday

Library	35 hours a week
Assistant Librarian	35 hours a week (various/flexible)
Circulation Assistants	30 hours a week (various/flexible)
Police/Fire Admin Assistant	Monday – Friday 8:30 a.m. to 4:30 p.m.

* Dispatchers and Library Employees may switch within the schedule at their own discretion at no cost to the Town.

ARTICLE 16
REST PERIODS

Section 1. Scheduling

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Section 2. Rest/Meal Periods while on overtime

Employees who, for any reason, work two (2) hours beyond their regular quitting time into the next shift, shall receive a meal break before they start to work on such next shifts. In addition, they shall be granted the regular rest periods that occur during the shift.

Section 3. Extended Town Hall Hours

Employees of the Town Hall that are regularly scheduled to work beyond the normal dinner hour on Thursdays shall be entitled to eat their meal while on duty.

ARTICLE 17
VACATION LEAVE

Section 1. Vacation Accrual:

Member of the Bargaining Unit shall be earn vacation of one (1) day for each five-(5) weeks of service of less than one (1) year. For one (1) year of service or more they shall earn vacation leave at a rate equal to:

35-hour/week positions

One (1) year-	One hundred and Five (105) Hours
Five (5) years-	One Hundred and Forty (140) Hours
Ten (10) years-	One Hundred and Seventy-Five (175) Hours

Fifteen (15) years- Two Hundred and Ten (210) Hours

40-hour/week positions

One (1) year- One hundred and Twenty (120) Hours
Five (5) years- One Hundred and Sixty (160) Hours
Ten (10) years- Two Hundred (200) Hours
Fifteen (15) years- Two Hundred and Forty (240) Hours

For purposes of determining vacation leave credit, an employee shall accrue vacation at the next increment AFTER completion of the year indicated above..

Section 2. Vacation Carry-over

Employees may be allowed to carry over a portion of their vacation over to the next year (maximum of ten (10) days may be carried and must be used by June of the next year).

Section 3. Vacation Usage

Requests for Vacation Time shall be made to the Department Head not less than 3 business days in advance to ensure adequate departmental coverage. Vacation shall be granted in increments of not less than two (2) hours.Employees shall be permitted to take no greater than two (2) consecutive weeks of vacation during any calendar year, unless said leave is approved in advance, and in writing, by the Department Head. Requests for such leave shall be made no less than thirty (30) days in advance. No request shall be unreasonably denied.

Section 4. Accrual During Absences

Employees who receive workers compensation payments for a complete calendar month shall not be entitled to vacation leave credit for that month.

ARTICLE 18
SICK LEAVE

Section 1. Use and Accrual

Sick leave shall be granted without loss of pay, to all employees when they are incapacitated for the performance of their duties by illness or injury. They shall accrue sick leave at a rate of one and one-quarter (1 ¼) days per month with full accumulation. Employees may utilize up to ten (10) sick days annually for the illness of a family member.

Section 2. Sick Leave Buy-Back

Upon retirement from the Department, thirty-five percent (35%) of the individual's daily rate of pay will be paid for any unused accumulated sick leave.

For Employees hired *after* May 24, 2012 the following provision shall apply:

Upon retirement from the Department, thirty-five (35%) of the individual's daily rate of pay will be paid for any unused accumulated sick leave, up to a maximum of one hundred and twenty (120) days.

Section 3: Verification

Acceptable medical documentation will be required when the Town has sufficient reason to believe that an employee is abusing sick leave or is using sick leave as it accrues and does not otherwise have a valid reason for requesting use of sick leave. An attendance record indicating a pattern of excessive use or previous abuse of sick leave will be considered sufficient reason. Examples of sufficient reason include but are not limited to patterns of unplanned absences such as frequent absence on Fridays/Mondays or days immediately before or after holidays, seasonal absences, or absences where vacation leave was not approved. Sick leave may be denied when there is evidence or reason to believe abuse has occurred until or unless the employee provides satisfactory evidence of legitimate use of sick leave. Abuse of sick leave is subject to the disciplinary provisions of this Agreement.

Section 4: Accrual During Absences

Employees who receive workers compensation payments for a complete calendar month shall not be entitled to sick leave credit for that month.

Section 5: Sick Leave Usage

Sick Leave shall be granted in increments of not less than two (2) hours. Employees utilizing sick leave at the beginning or end of a scheduled shift shall be allowed to use such leave in increments of one (1) hour.

ARTICLE 19
OVERTIME

Section 1. Rate

Employees who normally work a minimum of thirty-five (35) hours a week or more and are covered by this Agreement shall be paid overtime at a rate of one and one-half (1 ½) times their regular rate of pay for work in excess of their normal number of hours worked per day.

Section 2. Recall/Call Back Pay

An employee called back to work on the same day after having completed his/her assigned work and left their of employment and before their next regular scheduled starting time, shall

be paid at the rate of time and one-half for all hours worked on recall. They will be guaranteed a minimum of four (4) hours pay. It is understood that each call received within the original call's four (4) hour period is included within the original pay. There shall be no pyramiding of overtime. This provision is not applicable to regularly scheduled overtime.

Section 3. Distribution of Overtime

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When, in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from working overtime first. An overtime opportunity that requires a specialized skill (as determined by the Town) or a license to perform the work shall only be available to those employees who possess the specialized skill or license.

Section 4. Rest Periods

All employees shall be granted a rest period when working overtime in accordance with the following: After the first four hours, a thirty (30) minute rest period, and will continue for the duration of the overtime assignment at that interval. Saturday and Sunday rest periods will be the same as a normal work day.

Section 5. Miscellaneous

A. Overtime work shall be voluntary, except in instances where the Town Administrator determines that a Public Emergency exists. A Public Emergency shall exist where the public safety or the welfare of the community so requires.

B. There shall be no discrimination against any employee who declines to work overtime.

C. All overtime shall be offered to full time employees first unless said work is already in progress by another employee.

D. It is recognized that even though not a member of the Bargaining Unit, and because of past practices and the limited resources of the Town, the DPW Assistant Director shall continue to perform existing working duties which might otherwise be assigned to members of the Unit during regular work hours or on an overtime basis. In the event that the DPW Assistant Director is called out to use the sander, one member of the Bargaining Unit, on a rotation basis, must be called in to assist the DPW Assistant Director in the sanding operation. During an overtime sanding operation, the DPW Assistant Director shall first call in the Working foreman; followed by additional Highway Department members on a rotating basis.

E. Union personnel subject to overtime compensation must receive prior authorization from their non-union manager prior to performing overtime functions. This shall not apply public emergencies requiring immediate action.

Section 6. Use of Union Personnel from Other Departments

All emergency and non-emergency overtime shall be first offered to union personnel within the same labor group. All work customarily performed by the union laborers shall be first offered by seniority to union laborers with the same classifications. (Example: PW-1 overtime work shall be first offered to all PW-1 union laborers before being offered to other union members in different classifications).

Section 7. Dispatch Forced Holiday Overtime

Dispatchers not regularly scheduled to work a holiday shift, who are forced to work on a holiday shall be paid at the rate of two (2) times their regular rate of pay.

Section 8. Winter Sanding and Plowing Operations

All members of the DPW shall be expected to work, when requested for snow operations.

Members of the DPW who respond to a minimum of 90% of all requested overtime snow calls shall receive a one-time (annual) bonus payment of $500 to be paid on or before May 1.

Employees participating in snow operations who commence overtime work prior to 9:00 p.m. on the night before a regularly scheduled work day and who continuously work into his or her regularly scheduled shift shall remain on time and one-half (1 – ½) until the conclusion of the employee's regular work shift. Commencing at the start of a participant's 16th consecutive hour of work, the employee shall be paid at two (2) times his or her regular rate of pay until such time as he or she is afforded a break of at least six (6) consecutive hours.

Section 9. Continuous Work

Commencing at the start of a participant's 16th consecutive hour of work, the employee shall be paid at two (2) times his or her regular rate of pay until such time as he or she is afforded a break of at least six (6) consecutive hours.

ARTICLE 20
MEAL PERIOD

Section 1.
All employees of the Department of Public Works, with the exception of clerical staff, shall be granted a meal period of one-half (1/2) hour. All other employees shall be granted a meal period of one (1) hour with the exception of the dispatchers and library employees.

Section 2.

Any employee due to operational needs of the Town and per instruction of management or a management designee, who is not granted a meal period shall receive compensation for their meal period in accordance with Article 20 of this Agreement.

ARTICLE 21
UNIFORMS

A: DPW Uniforms

At the start of employment for new employees, the Town shall provide Laborers and Working Foremen within the DPW with a good quality uniform set consisting of:

5 hi-visibility yellow/green (ANSI background) T-shirts (ANSI background)
3 pair of dark blue Wear-guard Jeans
5 hi-visibility yellow/green (ANSI background) long sleeve crew neck T-shirts
2 medium weight crew neck sweatshirts
2 light/medium weight jackets (ANSI 2 compliant)

Shirts, Sweatshirts and Jackets supplied by the Town shall have the town seal and "Avon DPW" on the front and "Town of Avon DPW" on the back. All uniforms, with the exception of the work boots, shall remain the property of the Town and shall be returned upon the employee's separation from employment.

Employees shall purchase and wear work boots meeting OSHA impact, compression and other performance standards for the specific work environment. Boot selection shall be approved by the Director prior to purchase.

Safety equipment shall be provided by the town, including ANSI 2 compliant vests, safety glasses, hardhats, rain gear, and gloves. Large ANSI 2 vests will be kept in snow equipment for wearing over the employees' personal winter jackets.

Minimum ANSI 2 standard visibility will be worn throughout the shift when the employee is scheduled, or reasonably may be expected to work in or near a roadway or other work environments that require ANSI 2 or above visibility.

An employee covered by this Section shall be solely responsible for cleaning and maintaining all clothing part of the uniform set. Any employee covered by this section who fails to clean, maintain, repair, or wear such clothing during working hours, shall be subject to disciplinary action, and shall leave the work environment without pay until the situation is corrected. Said uniforms will not be worn other than on, and to or from the job.

Employees shall be provided an annual allowance of $600 to be used for the initial purchase of boots and for the cleaning, maintenance and repair of uniforms; or for the purchase of replacement uniforms and or boots at a town designated supplier of items in the uniform set. Employees will each receive 3 hi-visibility yellow/green ANSI background T-Shirts per Fiscal Year.

B: Dispatch Uniforms

All dispatch employees shall wear the following uniform:

- Black/Light Gray long sleeve or short sleeve three button polo shirts with "Avon Communications" embroidered in white
- Black/Light Gray pullover or full-zip fleece
- Navy, Black or Khaki business casual pants
- Casual shoes (such as "loafers" or boots). No sneakers.

Employees shall be provided an initial set of four (4) shirts and one fleece. Employees shall receive an annual allowance of $250 to be used for the initial purchase of pants and/or shoes. Thereafter, said allowance may be used for the purchase of replacement uniforms at a Town designated supplier (for shirts and fleeces) or for the purchase of additional shoes/pants which are part of the uniform set.

ARTICLE 22
CLASSIFICATION AND PAY RATES

Section 1. Classification and Pay Plan

In this agreement and made part of it as Appendix A shall be established a Classification of and Pay Plan. It shall list all positions covered by this Agreement by title along with the wages for each position.

Section 2. Step Rates

Employees shall advance to the next higher step after twelve (12) months of continuous, satisfactory service in the position (beginning after July 1, 2020). No employee shall receive a step increase in FY20. Any employee promoted to a new position covered by this Agreement shall be placed on a step which provides at least the same rate of pay in the new position. Any employee denied a step increase may file a grievance.

Section 3. New Classifications

Should a new classification be added to the work force covered by this Agreement, the Employer shall notify the Union of the proposed new classification and, collectively, they shall determine if the classification is to be covered by this Agreement.

Section 4. Classification

Contains minimum and maximum salary ranges and designated step rate increases for such salary ranges for all positions within the AFSCME contract.

Section 5. Job Description

The parties agree to meet and develop mutually agreed upon job descriptions for all titles within the bargaining unit. These descriptions shall contain the essential characteristics, requirements and general duties of the job or position. The description shall not be interpreted as either complete or restrictive and employees shall continue to perform any duties assigned prior to the creation of job descriptions.

Section 6. Employee Performance Assessment

The parties agree to implement an annual Performance Evaluation using the agreed upon evaluation instrument (Appendix B). The parties further agree that Performance Evaluations shall not serve as a basis for step increases nor shall they constitute discipline.

ARTICLE 23
STIPENDS/DIFFERENTIALS

Section 1. Dispatchers

Dispatchers shall receive an additional ten percent (10%) of their hourly wage for working the 4:00 p.m. to 12:00 a.m. shift.

Dispatchers shall receive an additional thirteen percent (13%) of their hourly wage for working the 12:00 a.m. to 8:00 a.m. shift.

Section 2. Commercial Driver's License (CDL)

All employees of the DPW shall maintain a CDL license as part of his/her job requirements. DPW Employees currently without a CDL license shall become CDL licensed within 6 months of funding of this contract. An employee that is required to possess a CDL as part of his/her job requirement shall receive an additional fifteen dollars ($15.00) per week.

Section 3. Hydraulic License

All employees of the DPW shall maintain a Hydraulic (Hoisting) license as part of his/her job requirements. DPW Employees currently without a Hydraulic (Hoisting) license shall become licensed within 6 months of funding of this contract. An employee that is required to possess a Hydraulic (Hoisting) license as part of his/her job requirement shall receive an additional ten dollars ($10.00) per week.

Section 4. Water Treatment and Distribution

Any bargaining unit employee of the Water Division who holds a Class I Water Treatment License shall receive a weekly stipend in the amount of $15.00. Any bargaining unit employee of the Water Division who holds a Class II Water Distribution License shall receive a weekly stipend in the amount of $15.00.

Section 5. Herbicide/Pesticide License

Employees who obtain and maintain an herbicide/pesticide license at the request of the department shall receive an additional five ($5.00) per week.

ARTICLE 24
UNION REPRESENTATIVES

A written list of union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes except in an emergency.

The above shall be granted reasonable time off during working hours to investigate and settle grievances, attend meetings of the State Organization in the amount of two (2) days each year without loss of pay and to the National Organization every other year for a maximum of four (4) days without loss of pay. The maximum number of representatives eligible for such time shall be four (4) union stewards or representatives. Any bargaining unit member duly elected to serve on the Local Executive Board shall be granted time off to attend the regular monthly meetings of the Local Executive Board held the third (3rd) Wednesday of each month, however, the Town may, at its discretion, limit said time off to a maximum of two (2) employees at any one time.

Union representatives shall notify their department head in writing, at least 12 hours in advance of performing union business during working hours, absent exigent circumstances.

ARTICLE 25
DRUG AND ALCOHOL POLICY

See Attached Policy.

ARTICLE 26
MISCELLANEOUS PROVISIONS

Section 1. Separability

Should any provisions of this Agreement be held unlawful by a Court, all other provisions of this Agreement shall remain in full force for the duration of the Agreement.

Section 2. Union Access

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or the Local to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees.

Section 3. Bulletin Boards

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to the Agreement, both of whom may use bulletin boards for notices of routine nature, agree that it would be improper to pose denunciatory or inflammatory written material on such bulletin boards. The Union Steward shall sign all management announcements as evidence that posting has occurred.

Section 4. Tuition Reimbursement and License Fees

A. Tuition reimbursement for job related classes will be provided by the Employer. The funds for this Article shall be capped at $200.00 per year.

B. Reimbursement under this Article shall require pre-approval by the employer for courses to be taken and shall not be paid until evidence of successful completion of the pre-approved course has been submitted.

C. The Employer agrees to reimburse employees for all licenses and application fees for all special licenses required by State Law. The provisions of the Agency Service Fee as provided for in Article 3 of the present Collective Bargaining Agreement shall continue in effect for the life of this Agreement.

Section 5. Miscellaneous

AFSCME acknowledges that during these negotiations which resulted in this Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper

subjects of collective bargaining, and that all subjects have been discussed and negotiated and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this Agreement is not a part of the Agreement unless specific reference in this contract is made to a law or statute or rules or regulations.

ARTICLE 27
WAGES

The base wages paid on a bi-weekly basis to all AFSCME employees shall be in accordance with the table attached hereto as APPENDIX A-2.

ARTICLE 28
MANAGEMENT RIGHTS

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Town has and shall continue to retain, whether exercised or not, all of the rights powers, and authority heretofore had by it. 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:

A. To determine the care, maintenance and operation of equipment and property used and on behalf of the purposes of the Town.
B. To select and to determine the number and types of employees required to perform the Town's operations.
C. To employ, transfer, promote, demote or terminate employees for just cause, or to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town of Avon, or the Department.
D. To prescribe 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 the same.
E. To insure their related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

The above rights, responsibilities and prerogatives are inherent in the Town Avon, Board of Selectmen by virtue of statutory provisions and are not subject to delegation in whole or in part.

The parties to this Agreement mutually agree that the Town Administrator shall have the same supervisory authority as directed by the Board of Selectmen.

ARTICLE 29
LONGEVITY

Section 1. Schedule of Payments

A.

Five (5) years of service	$375 Annually
Ten (10) years of service	$575 Annually
Fifteen (15) years of service	$775 Annually
Twenty (20) years of service	$975 Annually
Twenty-five (25) years of service	$1175 Annually

B. Longevity payments shall be made no later than July 31st.

Section 2. Part-time employees

Part time employees hired on, or after, July 1, 1993, shall receive a pro-rated longevity payment based on the percentage of time worked as compared to a full-time employee in the same position.

ARTICLE 30
STANDBY PAY

All appropriately licensed members of the Water Division shall participate in a standby system in order to provide 24-hour coverage for the Town's water facilities. On a rotating basis, each member shall be responsible from Saturday through Friday to carry a pager and shall be responsible for responding to all alarms and calls of the Division. Alarms or calls which do not require the member to return to the Town facilities shall not be eligible for "call-back" pay, but rather shall be included in the standby compensation. All alarms or calls requiring in-person response shall be compensated as set forth in Article 20, Section 2. Members shall receive twenty-five ($25) dollars per day for such standby service. In addition, the standby member shall cover weekend well duties as overtime for 3 hours on each of Saturday and Sunday.

ARTICLE 31
TIME CLOCKS

All employees shall indicate the time of their arrival and time of departure from the workplace via use of a time recording system.

ARTICLE 32
DURATION

This agreement shall take effect from July 1, 2022 and shall continue in full force to and including 12:00 Midnight on June 30, 2025. In the event that the parties are unable to reach

APPENDIX A-1
CLASSIFICATION PLAN

Clerical Group	
Assistant Tax Collector	OAL7
Assistant Town Treasurer	OAL 7
Administrative Assistant II	OAL 5
Administrative Assistant I	OAL 4
Assistant Librarian	OAL 6
Library Technician	OAL 3
Senior Circulation Assistant	OAL 2
Department of Public Works	
Working Foreman Highway	PW 4
Lead Operator Water	PW 5
Building Superintendent	PW 3
Senior Operator/Lab	PW 3
Laborer Highway	PW 1
Laborer Water	PW 1
Water Technician	PW2
Public Safety	
Dispatch Supervisor	D2
Dispatcher	D1

agreement on terms and conditions to be contained in a successor contract, then the terms and conditions contained in this Agreement shall continue until such time as a new Agreement is reached. This Agreement shall be subject to the appropriation of sufficient funds by the Avon Town Meeting to implement its terms pursuant to General Laws, Chapter 150E, Section 7.

ARTICLE 33
CHANGES

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the Agreement prior to the thirty (30) days before the termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for the purposes of discussion and amicable accommodation for the desired change. Nothing in this Article shall preclude the Union or Employer from modifying any previous proposals during the course of negotiations.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their names duly authorized representatives as of this 29th day of Jan, 2023.

Town of Avon
Board of Selectmen

Eric S. Beckerman, Chair

Jason L. Suzor, Clerk

Shannon M. Coffey, Associate

American Federation of State, County & Municipal Employees, Local 1395, Council 93, AFL-CIO

-cc

Lisa Burke

Christine Clifford

Robyn Cerone

Thomas M. Quinn

Wm Tarr

Sheila A. Kenney 3/30/23