MEMORANDUM OF UNDERSTANDING

The TOWN OF BRISTOL and LOCAL 1853, BRISTOL SEWER EMPLOYEES, COUNCIL 94 hereby agree to the following modifications to the current Collective Bargaining Agreement between the parties:

1. **Contract Expiration.** The Collective Bargaining Agreement shall be extended for a period of one (1) year and will terminate on **June 30, 2011.**

2. **Wage Freeze.** All current wages shall be frozen for the fiscal period July 1, 2009 through June 30, 2010. Contract provisions relative to wages scheduled to commence July 1, 2009 will now commence July 1, 2010. Similarly, contract provisions scheduled to commence July 1, 2010 shall now began July 1, 2011 with similar extensions for each additional year of the contract.

3. **No Layoffs.** The Town of Bristol guarantees that there shall be no reduction in staffing due to layoffs during the period July 1, 2009 through June 30, 2010.

4. **Retirement.** Any employee who establishes by written notice delivered to the Town Administrator prior to June 30, 2009 that their retirement date will occur between July 1, 2009 and June 30, 2010 shall not participate in the wage freeze. Any employee who declares a retirement date, receives a pay increase, but subsequently alters retirement plans shall immediately reimburse the Town for any pay received over and above the June 30, 2009 pay level. The Town reserves the right to immediately deduct said overage from the employee's future paychecks. Any employee who has not declared an intention to retire by June 30, 2009 will be ineligible for this adjustment.

This Agreement shall become effective upon execution by both parties hereto.

UNION

Date: 6/19/09

TOWN OF BRISTOL

Diane C. Mederos, Town Administrator

Date: 6/19/09

AGREEMENT BETWEEN

RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO

ON BEHALF OF

THE BRISTOL SEWER EMPLOYEES, LOCAL 1853

AND

THE TOWN OF BRISTOL

JULY 1, 2007 - JUNE 30, 2010

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ARTICLE 1

RECOGNITION

1.1 The Town of Bristol, Rhode Island agrees to recognize Rhode Island Council 94, AFSCME, AFL-CIO as the sole and exclusive bargaining agent for any of its members employed by the Sewer Department of the Town of Bristol, Rhode Island.

1.2 In consideration of such agreement, the Union for itself and its members agree to foster and promote the ideals set forth above and cooperate with the Town of Bristol in accomplishing the same.

ARTICLE 2

DUES DEDUCTIONS

2.1 The Finance Director of the Town of Bristol, Rhode Island shall deduct the amount designated on the Union's authorization card per month from each member of Rhode Island Council 94, AFSCME, AFL-CIO, upon written authorization of Union members to the Finance Director. The Finance Director shall promptly forward, along with accompanying list of names, a check each month to Union Headquarters at 1179 Charles Street, North Providence, Rhode Island 02904.

ARTICLE 3

JOB SECURITY

3.1 The Town of Bristol agrees that all employees who are covered in this agreement are now permanent employees of the Town of Bristol Sewer Department and are not subject to any changes in status, or to be dismissed solely by the change in any department head of the Town of Bristol.

3.2 As of August 28, 1964 all new employees who are employed by the Sewer Department and covered in this agreement shall after thirty (30) calendar days become a member of the Union.

3.3 The Town and the Union will have a joint committee established to review, amend and update existing job specifications. This committee will be made up of two (2) members selected by the Town and two (2) members selected by the Union.

The Committee will commence meeting within ninety (90) days of the signing of this contract and conclude its work within six (6) months of its start. The results of the committee will be adopted.

Existing specifications will remain unchanged unless changed as a result of Job Specification Committee.

3.4 Amend Job Specs for Compost Process Monitor as:

Experience: Three (3) years Compost Operator experience or any combination of education and experiences that shall be substantially equivalent to the above education and experience.

Special Requirements:

Commercial Drivers License and Hoisting Engineers Certification.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 Definition

A. A grievance is defined as any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder.

B. An aggrieved person is any person, or group of persons making a claim under this Article.

C. A party in interest is an aggrieved person, any person who might be required to take action or against whom action might be taken in order to resolve the claim, and the Union representative or his/her designee.

4.2 Purpose

A. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor in an attempt to resolve the matter without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

4.3 Procedure

No grievance shall be entertained or processed unless it is submitted in written form by the employee to the Town within two (2) business days after the employee concerned has become aware or should have become aware of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above,

it shall be considered to be waived. If a grievance is not appealed to the next step within the time limits as specified or any agreed extension thereof, it shall be considered to be settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal within the specific time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal it to the next step. The term business days as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturday and Sunday and holidays or any day on which the Town Hall is closed.

The Grievance Procedure shall be as follows:

Step 1:

An employee who feels aggrieved shall discuss the grievance with his/her supervisor, with or without a Union representative present. The supervisor's written disposition shall be returned to the employee or his/her representative within five (5) business days of presentation.

Step 2:

In the event the grievance is not resolved at Step 1, the grievance shall be submitted in writing to the Town Administrator within five (5) business days of the completion of Step 1. The Town Administrator shall grant a hearing to the aggrieved person and/or the Union representative and return a written disposition within ten (10) business days of the hearing.

Step 3:

In the event the grievance is unresolved at Step 2, then within ten (10) calendar days, the Union shall have the right to submit the grievance to arbitration in accordance with the following procedure:

ARTICLE 5

ARBITRATION

5.1 If a grievance is not settled under Article 4, such grievance shall, at the request of the Union, be submitted to arbitration. The parties shall attempt to mutually agree on an arbitrator through such procedure as they consider appropriate. In the absence of an agreement, the matter will be referred to the American Arbitration Association.

5.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

5.3 Only grievances arising out of the provisions of this contract, relating to the application or interpretation thereof, may be submitted to arbitration.

5.4 All submissions to arbitration must be made within **thirty (30) calender days** after the grievance procedure decision.

5.5 The arbitrator shall not be empowered to make any decision amending, modifying, adding to or subcontracting from the provisions of this Agreement, or which usurps the functions of the Employer in the proper exercise of its judgment or discretion under law or regulation having the effect of law. He/she shall not alter or modify any policy or action of the Town or Town Administrator which is inconsistent with the terms of this Agreement.

ARTICLE 6

DISCIPLINE AND DISCHARGE

6.1 After period of tow years, if the employee has not committed nay further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel record, oral reprimands shall be removed from the personnel file after six months. Employee must make a written request for discipline removal from their personnel record.

ARTICLE 7

SENIORITY

7.1 The Town of Bristol and Superintendent of the Sewer Department agree with the concept of seniority and further agree that this principle be applied whenever practicable in respect to promotions, vacation schedules, work shift preference and any other questions of preference among employees that may arise but are not specifically mentioned hereinabove. Seniority shall be classifications within the department. Only cases of an emergency are to be considered as to any change in seniority.

7.2 Seniority within the division in the hierarchy of classification will be used for temporary assignments as necessary.

ARTICLE 8

HOLIDAYS

8.1 All employees are entitled to the following holidays:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Rhode Island Independence Day *
5. Memorial Day
6. Independence
7. V.J. Day
8. Labor Day
9. Columbus Day
10 Armistice Day
11. Thanksgiving Day
12. Christmas Day
13. Election Day (not to exceed one election Day per calendar year) for Statewide and/or Federal election days
14. Martin Luther King Day

*Effective 7/1/04 - **RI** Independence Day shall be considered a regular workday for employees. Employees shall be granted one additional floating holiday in lieu of RI Independence Day.

* Effective 7/1/05 - All holidays, compost pickup will be moved up one (1) day starting in the year 2005.

8.2 All holidays which fall on a Sunday shall be observed on Monday.

Effective July 1, 2001, Saturday holidays will be observed as follows:

a) All employees will receive an extra eight (8) hours holiday pay whether they work on this holiday or not.

b) In addition, those employees who work on a Saturday holiday will receive double time for all hours actually worked on that day.

c) The Monday following a Saturday holiday will be a regular work day. Employees will receive straight time for all regular hours worked and time and one-half for all overtime hours.

8.3 Double time shall be paid for four (4) hours worked on any of the above holidays.

Saturday Duty: Employees are required to work four (4) hours on Saturday at time and one half.

Sunday and Holiday Duty: Employees required to work on a Sunday or holidays shall work four (4) hours, however, if an employee is required to work in excess of four (4) hours in a case of emergency or when a certain job must be completed, these employees shall be paid at the overtime rate of pay as such.

8.4 The employees shall receive a half day off on the workday before the following holidays:

a) Independence Day

b) Christmas Day

8.5 An employee who is called in or is called back to work shall be paid a guarantee of not less than four (4) hours at the rate of time and one-half.

8.6 The working schedule for the Sewer Department shall be Monday through Friday and the hours shall be 7:30 AM to 3:30 PM. A minimum of two employees must be assigned to any work performed on Saturday, Sunday and holidays.

8.7 The Town of Bristol agrees that no outside contractors shall be used to displace any regular employee from his normal or overtime hours.

ARTICLE 9

OVERTIME

9.1 All work performed after eight (8) hours in one day and over forty (40) hours in one week shall be paid at the rate of time and one-half. All work performed on Sundays shall be

paid for at the rate of double time. Overtime shall be distributed equally among employees in the classification in which said overtime is to be worked. An overtime list shall be posted by the Department Head and subject to be checked by the Union steward any time he sees fit. If an employee does not want to work the overtime in the department where he works, he shall be charged with the hours as if he had worked.

ARTICLE 10

VACATION WITH PAY

10.1 The Town of Bristol and the Town Administrator agree that the following vacation periods for all employees covered in this agreement shall be based upon seniority within the department and employees with the following year's service shall be paid for such vacations and all vacations must be taken.

1 year service	1 week vacation
2 years service	2 weeks vacation
5 years service	3 weeks vacation
10 years service	4 weeks vacation

Upon eleven (11) years of service, an additional day of vacation shall be granted and upon each subsequent year thereafter, an additional day of vacation shall be granted up to twenty (20) years of service at which time the employee shall be entitled to six (6) weeks of vacation.

Vacations shall be considered as accrued wages and shall be paid upon termination. In case of death of an employee, accrued vacation money shall be paid to the beneficiary of

the deceased.

10.2 Vacation must be requested at least 24 hours in advance. Such requests will not be unreasonable denied.

Employees can carry over up to two (2) weeks vacation per year, non-cumulative.

ARTICLE 11

HEALTH AND WELFARE

11.1 Recognizing the importance of protecting the health, life and limb of employees, the Town of Bristol shall use reasonable efforts to improve conditions of employment whenever it finds that the same should be improved in order to promote health and safety among its employees

11.2 Employees shall be required to have an annual physical examination by a doctor of the Town's choosing, paid for by the Town. The Town shall also pay for any and all shots prescribed by said physician.

11.3 The Town of Bristol, for the duration of this Agreement, will provide for its employees covered by this Agreement and their dependents, students to age 23, Hospital Surgical and In Hospital Medical Insurance, known as either "Blue Cross", "Classic Blue", or an equivalent health insurance, if mutually agreeable, at no cost to the employees except that: (1) new employees hired on or after July 1, 1998 will pay $10.00 per pay period towards an Individual Health Plan or $20.00 per pay period towards a Family Health Plan as applicable; and (2) new employees hired on or after July 1, 2007 will pay instead of (1) above, an amount per pay period equal to ten percent (10%) of the cost to the Town of such employee's annual complete individual or family (as applicable) medical coverage and dental coverage premium divided by the total number of pay

period per fiscal year. Major medical shall be $1,000,000. Effective 7/1/98, employees will be covered with the Organ Transplant rider for Individual or Family Coverage. Co-pay for office visits will be $15.00 and co-pay for emergency room will be $50.00. (Parity with Department of Public Works on co-pays.)

(A) Upon retirement, an employee shall retain such coverage as is in place until such employee reaches the age of 65.

(B) Upon a retired employee's 65th birthday, such employee shall obtain Medicare or other federally subsidized program in place at that time.

(C) Upon a retired employee's 65th birthday, the Town shall provide such employee with Plan 65 or such other "wrap around coverage" as the Town deems acceptable, for a period of ten (10) years, at no expense to such employee.

(D) Upon a retired employees 75th birthday, all Plan 65 or other equivalent health care coverage then being provided by the Town shall cease and obtaining all health care coverage shall thereafter be the sole responsibility of such employee.

(E) Upon retirement, a retired employee may purchase Delta Dental from the Town, at such employee's sole cost and expense, for a period of ten (10) years from the date of retirement.

(F) To be eligible for the above stated benefits, an employee, upon retirement, must be eligible to receive benefits from the Municipal Employees Retirement System immediately upon separation and retire in good standing with the Town.

(G) Except for (A) and (E) above, all employees hired after September 1, 2002, shall not be eligible for any of the above mentioned be

If an employee covered by this Agreement is on Leave of Absence on the effective date of the Plan, and was covered under the prior plan, he shall continue to have coverage under the prior plan until he shall have returned to active employment. Upon his return to active employment, he shall be immediately entitled to all the benefits provided for under the plan denoted in the above paragraph.

Employees will receive the same retirement Health Plan benefits that the Public Works Department receives if greater than the existing Health Plan for retirees of Local 1853 during the term of this contract, July 1, 2001 through June 30, 2004.

11.4 The Town of Bristol agrees to provide and pay for coverage of Delta Dental, Family or Individual, students to age 23.

11.5 All Town employees covered under this agreement shall have Vision Care (Family or Individual)

11.6 The Town of Bristol will offer a choice of Healthmate or Classic Blue at the Individual employee's option, if there is no added cost for the Healthmate option. If there is an added cost for the Healthmate option, the Healthmate option will be offered to individuals who are willing to pay the added cost.

11.7 All Town employees covered under this agreement shall have Life Insurance of $15,000.

11.8 In accordance with Section 20-134 of the Retirement Benefits ordinance, each employee shall contribute an amount equal to one percent (1.0%) of the secretary's then yearly salary for each fiscal year, commencing on July 1, 2007. This contribution shall be made by deduction from each employee's pay during each pay period, and shall be applied towards retirement benefits. The Town shall match each employee's contributions.

ARTICLE 12

SICK LEAVE

12.1 The Town agrees to grant thirteen (13) hours per month sick leave to all members of the Union, one hour which will be donated to the Sick Bank. Each member can accumulate up to a maximum of twelve hundred (1200) hours. Any hours accumulated over this maximum will not be of any credit to any member who is entitled to sick leave.

12.2 Any employee who is out of work more than five (5) consecutive work days will have to secure a statement from a doctor for the Department Head for which employee works.

12.3 Any employee who is out of work for one (1) day only may be required to obtain a statement from the doctor for his absenteeism if it is determined necessary by the Department Head.

12.4 As of July 1, 2004 there presently exists 1,000 hours in the Sick Leave Bank. The Town agrees to grant thirteen (13) hours per month of sick leave to all members of the Union. One of the thirteen (13) hours given each month shall be deposited in a Sick Bank by each employee. A report on the status of the Sick Leave Bank will be made at least annually to an officer of the Union. The employees' deposited sick leave each year is not compensable upon termination. The deposited sick leave is the property of the Sick Bank, not any individual. Eligibility of withdrawal from the sick bank shall be determined by a committee of two (2): The Town Administrator, The Union's Unit Chairperson or any of their respective designees. The Committee shall determine the supporting documentation required and has the option of requiring the employee to visit a physician selected by the committee. The committee shall consider the employee's circumstances and past

attendance record. The decision of the committee is final and binding. Application for withdrawal must be made in writing only upon the exhaustion of all sick leave, vacation and personal leave. The Town agrees to match 50% or ½ hour per employee per month, of monthly employee deposits. Withdrawals from the Sick Bank shall be only for accidents and illnesses for which it is granted. Qualified employees will receive up to thirty (30) days leave from the bank. Employees can request an additional thirty (30) days if necessary and a maximum of sixty (60) days per fiscal year if employee qualifies.

12.5 Time out sick on compensable illness or accident shall not be deducted from accumulated sick leave.

12.6 Accrued vacation pay shall be granted in lieu of Sick Leave after Sick Leave is exhausted if requested by the employee. The employee shall be notified by the department head when his sick leave is used up.

12.7 Accrued sick leave shall be paid upon retirement. Accrued sick leave shall be paid to the employee in one lump sum within one (1) month after retirement. Past accumulated sick leave will remain in force to the maximum outlined above; however, no employee shall be paid for more than twelve hundred (1200) hours of accumulated sick leave upon retirement.

12.8 In the event that death occurs before retirement, all of the accumulated sick leave, to which the employee would have been entitled had he retired, shall be paid to the estate of the deceased.

12.9 In the event any employee accumulated five days or less of sick leave time in any fiscal year period during the term of this agreement, then he shall be paid at the end of the fiscal year one week's pay as sick leave incentive bonus.

ARTICLE 13

HEALTH AND SAFETY

13.1 The Town of Bristol will furnish foul weather gear clothing and incidentals, to union members of the Sewer Department each year, as needed as determined by the Superintendent.

13.2 a) Inclement weather shall be considered as weather 90(F) or above. On days of inclement weather, all employees shall return and work inside for further work or instructions.

b) All weather forecasts and temperatures shall be those recorded at or by Hillsgrove Weather Bureau.

c) Any emergency as proclaimed by the Wastewater Superintendent will supersede the provisions of Section (a) above.

13.3 a) The Town shall use reasonable efforts to provide and maintain safe working conditions relating to the safety and health of Union members.

b) The Supervisor shall take prompt and appropriate action to correct any serious unsafe conditions or actions which are reported to and observed by him. As of June 30, 2001, the Union knows of no serious unsafe conditions or actions.

c) The Town and the Union shall establish a joint Safety Committee to meet quarterly, if necessary, to discuss matters pertaining to safety. The Safety Committee shall be made up of two (2) Representatives of the Town appointed by the Town Administrator and two (2) Representatives of the Local Union appointed by the President of the Local Union. All meetings shall be conducted during normal working hours.

d) The members of the Local Union may report conditions which they consider unhealthy

or unsafe to the President of the Local Union who shall be authorized to submit them to the Safety Committee for consideration.

ARTICLE 14

WORKERS' COMPENSATION

14.1 Employees shall be covered under the provisions of the Workers' Compensation Act of the State of Rhode Island as amended from time to time. The first three (3) days that an employee is absent from work as a result of an one-the-job injury shall be charged to the employee's accumulated sick leave, if the employee has said accumulation.

14.2 Employees will receive no less than the Workers Compensation benefits than Bristol Public Work's if greater than the existing Workers Compensation benefits than Bristol Public Work's if greater than the existing Worker's Compensation benefits for Local 1853 members for the term of the contract, July 1, 2001 through June 30, 2004.

14.3 Employees receiving a workers' compensation benefit will receive from the Town an amount equal to the difference between the benefit provided by Beacon Mutual, or the then present carrier, and their individual regular bi-weekly net pay for up to the first 90 days of disability. The Town will be relying upon information provided by Beacon Mutual, or the then present carrier, in the computation of the net benefit and may at times be delayed in its reception by the Town. The Union or its members shall not seek any remedy against the Town via the grievance procedure or the State Labor Board because of this delay.

ARTICLE 15

BEREAVEMENT PAY

15.1 If a regular full time employee requires time off from work because of death in the immediate family, such employee shall receive eight (8) hours pay for each day of necessary absence up to a maximum of three (3) days including the day of the funeral. This bereavement leave when applied to the death of a spouse of the bargaining unit member shall increase to five (5) days maximum including the day of the funeral

15.2 For the purpose of this clause, the immediate family shall consist of the spouse, parents, children, brothers or sisters and including foster and step relatives of the same degree of kinship living with the employees and mother and father-in-laws.

15.3 Employees will be granted one (1) day bereavement with pay for grandparents and grandparents-in-law and one (1) day bereavement with pay for blood aunts and uncles only.

ARTICLE 16

STATEMENTS OF POLICY

16.1 The Town of Bristol agrees to let Union officers and stewards have reasonable time off with pay for union business and such officials shall notify their department head before such time is to be taken for union business.

16.2 The Town of Bristol agrees to meet with the Union representative before the Town financial meeting to negotiate wage increases and better working conditions so that both parties can submit to each other proposals which are agreeable and will cooperate with each other in good faith and understanding.

16.3 Court Leave - When any regular employee is summoned for court service in connection

with Town affairs in which the personal interests of that employee are not involved, said employee shall receive that part of his salary that exceeds his pay for court service.

16.4 Every employee covered by this agreement who is ordered by an appropriate authority to report for jury duty shall be granted a leave of absence from their regular duties during the actual period of such duty and shall receive their jury duty pay or their regular pay whichever is greater. Jury duty pay will be signed over to the Town if the employee is paid by the Town.

ARTICLE 17

GENERAL WELFARE

17.1 Recognizing the importance of protecting the health, life, and limb of employees, the Town of Bristol shall use reasonable efforts to improve conditions of employment whenever it finds that the same should be improved in order to promote health and safety among its employees.

17.2 For each State certification which an employee obtains beyond what is required for his particular job classification, an employee shall receive a bonus of $100.00 to be paid at the end of each fiscal year.

17.3 Employees within the bargaining unit may apply to have the cost of tuition and required textbooks reimbursed for approved courses taken which are required training mandated by the Town Administrator. Reimbursement shall be upon proof of successful completion of the course(s) with a "C" grade or better or a "pass" mark where appropriate.

17.4 Two (2) Compost Laborer positions to the contract with appropriate pay and job specifications. (CDL required.)

17.5 Effective as of July 1, 2004, all new probationary employees except clerical shall be required to obtain a Commercial Drivers License (a "CDL") within the first six (6) months of the date of hire. All new probationary employees shall serve a ninety (90) calendar day probation, provided that they have obtained the requisite CDL. If, after ninety (90) days, a new probationary employee has not obtained the requisite CDL, then the probationary period shall be extended automatically up to an additional ninety (90) days, until such time as that employee obtains the requisite CDL; provided, however, that if that employees fails to obtain the requisite CDL within the one hundred eighty (180) day period then that employee shall be terminated automatically without recourse under the contract.

17.6 Employees will receive an annual $300.00 stipend for having or obtaining a Bachelor's degree in Chemical, Electrical, or Mechanical Engineering, Natural Resources, Environmental Management, or Business Administration.

17.7 Employees shall be eligible under the educational program provided in the Agreement between Roger Williams University and the Town of Bristol, if Roger Williams agrees to pay tuition for said employees.

ARTICLE 18

NO STRIKE CLAUSE

18.1 The Union agrees that its members employed by the Town of Bristol will not strike or assist or participate in any strike or slowdown against the Town of Bristol, Rhode Island.

ARTICLE 19

WAGES

19.1 WAGES BEGINNING JULY 1, 2007 (4-1/2%)

	Annual	Biweekly	Hourly
Chief Operator	$48,488	$1,864.92	$23.31
Compost Fac. Operator	$48,488	$1,864.92	$23.31
Asst. Chief Operator	$41,716	$1,604.48	$20.06
Asst. Compost Monitor	$41,716	$1,604.48	$20.06
Heavy Equipment Operator	$40,969	$1,575.74	$19.70
Operator	$40,969	$1,575.74	$19.70
Laborer	$37,522	$1,443.15	$18.04
Secretary	$32,752	$1,259.71	$15.75

WAGES BEGINNING JULY 1, 2008 (4-1/4%)

	Annual	Biweekly	Hourly
Chief Operator	$50,549	$1,944.18	$24.30
Compost Fac. Operator	$50,549	$1,944.18	$24.30
Asst. Chief Operator	$43,489	$1,672.67	$20.91
Asst. Compost Monitor	$43,489	$1,672.67	$20.91
Heavy Equip. Operator	$42,710	$1,642.71	$20.53
Operator	$42,710	$1,642.71	$20.53
Laborer	$39,116	$1,504.48	$18.81
Secretary	$34,144	$1,313.24	$16.42

WAGES BEGINNING JULY 1, 2009 (4-1/4%)

	Annual	Biweekly	Hourly
Chief Operator	$52,697	$2,026.81	$25.34
Compost Fac. Operator	$52,697	$2,026.81	$25.34
Asst. Chief Operator	$45,338	$1,743.76	$21.80
Asst. Compost Monitor	$45,338	$1,743.76	$21.80
Heavy Equip. Operator	$44,526	$1,712.52	$21.41
Operator	$44,526	$1,712.52	$21.41
Laborer	$40,779	$1,568.42	$19.61
Secretary	$35,596	$1,369.06	$17.11

a) Assistant Chief Operator and Assistant Compost Monitor should have the same rate of pay.

b) Across the Board wages:

1. Effective 7/1/07 4-1/2%
   Effective 7/1/08 4-1/4%
   Effective 7/1/09 4-1/4%

2. If DPW or Town Hall employees receive a larger across the board raise at anytime during 2007 – 2010 contract, Local 1853 will be made whole for this difference.

ARTICLE 20

LONGEVITY

20.1 All employees shall be entitled to longevity pay, if they qualify according to the requirements stated hereinafter and such longevity shall be computed on the base salary effective July 1st of each fiscal year. The fiscal year is July 1st to June 30th of the next succeeding year.

20.2 The longevity pay shall be paid at the end of each fiscal year and shall be based upon salary established and in effect July 1st of said fiscal year.

20.3 Employees shall be entitled to longevity pay, if they have been employed by the Town for the period stated as follows:

Class 1-4 years but less than 8 years	3-1/2%
Class II-8 years but less than 12 years	4-1/2%
Class III-12 years but less than 15 years	5-1/2%
Class IV-15 years and over	6-1/2%

20.4 Any employee who has an anniversary date of hire which would qualify the employee for an upgrading in longevity during the fiscal year, for example, from Class I to Class II shall have his/her longevity pay computed on a pro-rata basis at the percentages applicable over the term of the fiscal year.

20.5 In the event that any employee is terminated, laid off, quits or retires for any reason including disability or otherwise is not employed by the Town, then that employee shall receive, if he or she is so entitled as provided hereinbefore, longevity pay for that part of the year up to his or her date of termination. Said longevity pay shall be paid at the end of the fiscal year.

ARTICLE 21

PERSONAL LEAVE

21.1 Effective July 1, 2001 employees will receive three (3) personal leave days per year.

a) Employees shall not be required to state the reason for each of these three (3) days off.

b) Requests for these days off will not be unreasonably denied unless there is an emergency or lack of minimum staffing.

c) Personal leave shall not be carried over from fiscal year to year.

21.2 When an employee is out of work for an extended period of time during any fiscal year certain personal days may be carried over to the following fiscal year according to the following schedule below:

a. An employee who is out of work from April 1st through June 30th of any fiscal year may carry over one (1) unused personal day into the next fiscal year.

b. An employee who is out of work from January 1st through June 30th of any fiscal year may carry over two (2) unused personal days into the next fiscal year.

c. An employee who is out of work from October 1st through June 30th of any fiscal year may carry over three (3) unused personal days into the next fiscal year.

d. Notwithstanding any of the above mentioned date guidelines an employee who is out of work from July 1st through a reasonable time within the half of any fiscal year shall not be entitled to carry over any unused personal days into the next fiscal year.

ARTICLE 22

PROBATIONARY EMPLOYEES

22.1 a) New probationary employees will serve a ninety (90) calendar day probation. Such new employees can be terminated at the sole discretion of the Town without any grievance or arbitration rights under the Contract.

b) New probationary employees will receive $1.50 less per hour less than the current wages in effect for the classification they are in for the position they were hired, for the ninety (90) calendar day probation period.

c) New probationary employees hires can not work overtime for the first ninety (90) calendar days unless there is an emergency.

22.2 Temporary employees may be hired after ten (10) working days of a permanent employee's absence due to injury or illness for a maximum of sixty (60) work days per position. Temporary employees will fill positions left after internal union bid on absent employee's position.

ARTICLE 23

LEAVE WITHOUT PAY

23.1 Leave of absence, without pay, shall be granted up to a period of one (1) year, provided such employee has two (2) years of continuous service with the Town. However, the granting of such leave of absence is solely at the discretion of the Department Head. Leave of absence will not be granted to employees who are seeking other employment.

ARTICLE 24

TERMINATION

24.1 The agreement shall continue in effect from July 1, 2007 until June 30, 2010 and shall remain in effect thereafter from year to year unless terminated by the Town of Bristol and by the Union upon sixty (60) days written notice.

24.2 Amendments or modifications to this agreement entered into by the parties after expiration date or anniversary date of this agreement shall be retroactive to said expiration or anniversary date.

24.3 Should any provision of this agreement be found to be in violation of any Federal or State Law, by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

SIGNED this 6th **day of** December**, 2007.**

FOR THE TOWN:

Witness

FOR THE UNION:

AFSCME, Council 94

Local 1853