

AGREEMENT
BETWEEN
THE TOWN OF BETHLEHEM
AND
LOCAL 1303-425 OF COUNCIL 4
AFSCME, AFL-CIO

July 1, 2018 – June 30, 2021

TABLE OF CONTENTS

Article I	Recognition and Unit Description	3
Article II	Non-Discrimination	3
Article III	Union Security	3
Article IV	Check-off	4
Article V	Management Rights	4-6
Article VI	Union Rights	6-7
Article VII	Seniority	7
Article VIII	Filling of Vacancies	7
Article IX	Layoff and Recall	7-8
Article X	Hours of Work, Schedules, and Overtime	8-10
Article XI	Discipline and Discharge -----	10-11
Article XII	Grievance Procedure -----	11-12
Article XIII	Holidays -----	12-13
Article XIV	Vacation.....	13
Article XV	Sick Leave -----	14
Article XVI	Bereavement	14
Article XVII	Personal Leave -----	15
Article XVIII	Jury Duty.....	15
Article XIX	Volunteer Fire and Ambulance	15
Article XX	Wages -----	15-16
Article XXI	Benefits -----	16
Article XXII	Pension-----	16-17
Article XXIII	Uniforms and Equipment. -----	17
Article XXIV	Meal Policy -----	17-18
Article XXV	Personnel Files -----	18
Article XXVI	Education and Training	18
Article XXVII	No Strike/No Lockout -----	19
Article XXVIII	Savings Clause -----	19
Article XXIX	Entire Agreement-----	19
Article XXX	Duration-----	20
Article XXXI	Miscellaneous	

PREAMBLE

This Agreement is made and entered into by and between the Town of Bethlehem, hereinafter referred to as the "Town", and Local 1303-425 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, and/or its successor, hereinafter referred to as the "Union." The word "employee" as used herein refers to bargaining unit members.

ARTICLE I

RECOGNITION AND UNIT DESCRIPTION

Section 1.01 The Town hereby recognizes the Union as the exclusive bargaining representative for collective bargaining with respect to the terms and condition of employment for all employees of the Town's Public Works Department, and, to the extent an individual is employed by the Town, the Transfer Station Attendant(s), who are regularly scheduled to work twenty (20) or more hours per week, excluding supervisors.

ARTICLE II

NON-DISCRIMINATION

Section 2.01 The Union and the Town agree that there shall be no unlawful discrimination against any employee because of his/her race, color, religion, national origin, sex, sexual orientation, age, marital status, disability, membership or non-membership in a union, or any other legally protected classification. Any reference herein to a particular gender shall apply equally to all persons.

ARTICLE III

UNION SECURITY

Section 3.01 All employees in the bargaining unit shall, as a condition of employment, become members of the Union or pay a service charge each month equal to the cost of administering and negotiating this Agreement and servicing the grievance provisions. Any objections to this section by any bargaining unit member may be appealed in writing to the Union for review.

ARTICLE IV

CHECK-OFF

- Section 4.01** Upon receipt of a signed authorization form, the Employer shall deduct from the employee's earned wages each payroll period such dues or service charges as the Union shall determine.
- Section 4.02** The amount to be deducted will be specified in writing by the responsible Union official and may be increased or decreased at any time with a sixty (60) day written notice by said Union official to the Employer.
- Section 4.03** Deductions as provided above shall be remitted to the Council #4 office of the Union not later than thirty (30) days after such deductions have been made; along with an initial list of the employees from whom the deductions have been made.
- Section 4.04** The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.
- Section 4.05** The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE V

MANAGEMENT RIGHTS

- Section 5.01** It is recognized that the management of the Town, the control of the Town property, and the maintenance of order and efficiency is solely the responsibility of the First Selectman or his designee. Accordingly, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility

and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

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

operations, provided that no employees shall be laid off as a result of such contracts.

12. The Town may continue to subcontract the operation of the Transfer Station. As part of its subcontract, the Town may or may not, in its discretion, employ individuals to supplement the operation of the Transfer Station.

Section 5.02 The above rights, responsibilities, and prerogatives are inherent in the Selectmen by virtue of statutory provisions and cannot be subject to any grievance or arbitration proceeding, except as specifically provided for in this Agreement.

ARTICLE VI

UNION RIGHTS

Section 6.01 The Employer shall provide each employee with one (1) copy of this contract within thirty (30) days after the signing date.

Section 6.02 New employees will be provided with one (1) copy of this contract at their time of hire.

Section 6.03 Upon request, and with the prior approval of the Supervisor, the Union may call meetings at reasonable times in a Public Works building before or after regular working hours, provided such meetings do not conflict with other scheduled activities or programs. The Supervisor shall not be asked to leave the Public Works building. The Supervisor shall not make any efforts to overhear private conversations of the Union.

Section 6.04 With advance notice, and with approval of the Supervisor, the Union staff representative who services the bargaining unit will be allowed access to any of the Employer's buildings and/or property where bargaining unit employees are working at any time during regular working hours provided that, during the regular day, he does not interfere with the maintenance and production work of bargaining unit employees. Approval by the Supervisor shall not be unreasonably withheld.

Section 6.05 The Town will place one (1) bulletin board in an accessible place at the Town garage for the exclusive use of the Union.

Section 6.06 If negotiations for a successor Agreement occur during work hours, the Town shall pay one member to attend.

Section 6.07 If Steps I or II of the Grievance Procedure occur during work time, the Town shall pay two members to attend. The Town shall pay one member to attend Step III (Arbitration).

ARTICLE VII

SENIORITY

Section 7.01 Seniority shall mean an employee's length of continuous service for the Town, measured in calendar days from the first day the employee actually worked for the Town. If the application of the preceding sentence results in two (2) or more employees having the same seniority, seniority for those employees shall be determined by drawing names out of a hat.

Section 7.02 An employee's seniority shall be lost if:

1. the bargaining unit member is discharged for just cause;
2. the bargaining unit member quits or retires;
3. the bargaining unit member fails to return to work within two (2) weeks of being notified or recalled, or after the expiration of an approved leave of absence; or
4. the bargaining unit member is laid off for more than twelve (12) months.

Section 7.03 The Town shall prepare and maintain a seniority list showing seniority on or about July 1 of each year. The Union shall then have ten (10) business days to challenge the list.

ARTICLE VIII

FILLING OF VACANCIES

Section 8.01 Notices of all vacancies and new positions within the bargaining unit shall be posted for five (5) working days on the Union bulletin board before they are publicly advertised and shall reflect the position title, rate of pay, and minimum requirements of the job.

Section 8.02 The Town shall appoint the position to the senior qualified applicant within this bargaining unit who applied for the position.

ARTICLE IX

LAYOFF AND RECALL

Section 9.01 In the event a layoff is proposed or pending, the First Selectman or Public

Works Supervisor shall inform the Union and effected employee(s) no less than thirty (30) days prior to any such layoff, unless there are extenuating circumstances that render it unreasonable for him to do so.

Section 9.02 In the event a reduction in force is necessary, the Town shall determine which position(s) shall be eliminated. Layoffs shall take effect in the order as follows:

1. All seasonal or temporary employees;
2. The employee with the least seniority first.

Section 9.03 Employees may bump into an equivalent or lower classification provided they are qualified and have seniority over the person being bumped.

Section 9.04 Laid off employees shall have recall rights for a period of twelve (12) months from the date of layoff. An employee who refuses recall shall lose all further recall rights.

Section 9.05 Laid off employees shall be recalled by inverse order of layoff with the most senior employee on layoff the first to be recalled, provided that the employee has the ability to fully perform the work available.

Section 9.06 If an employee is recalled from a layoff, the recall must be for a minimum of one (1) work week.

Section 9.07 An employee scheduled to be laid off shall be allowed to take any accumulated vacation and/or personal time off prior to being laid off.

Section 9.08 In the event of a layoff, non-bargaining unit employees will not perform bargaining unit work.

ARTICLE X

HOURS OF WORK, SCHEDULES, AND OVERTIME

Section 10.01 The normal work day for Maintainers is defined as eight (8) hours a day (7:00 a.m. to 3:00 p.m.) with a twenty (20) minute paid break period as designated by the Supervisor, which shall total forty (40) hours a week. The Transfer Station Attendant shall work during the operation of the Transfer Station and his/her hours shall be determined by the Town in its discretion depending on its needs.

Section 10.02 One and one-half (1 1/2) times the employee's straight time hourly rate shall be paid for all time worked in excess of eight (8) hours in one day, or forty (40) hours per week. One and one-half (1 1/2) times the employee's straight time hourly rate shall be paid for hours worked on

Saturdays or Sunday. The Town shall consider approved personal time under Section 18.01 as time worked for purposes of overtime calculations.

Section 10.03 In addition to holiday pay, employees shall receive two (2) times their regular rate of pay for all hours worked on holidays. Pre-approved time off shall not disqualify an employee from receiving this premium. If an employee otherwise misses any of his regularly scheduled shifts during a pay period, for any reason, he shall be paid one and one-half his regular rate of pay for any time worked on Sunday.

Employees shall receive two (2) times their regular rate of pay for all time in excess of 56 hours in a week, where the first forty (40) hours is paid straight time (which may include vacation, holiday, personal or sick time) and the sixteen (16) hours after that must be hours worked (for example, one hour of work on a call-in will count as only one hour of work for purposes of this provision), and hours beyond the 56 must similarly be hours actually worked; and there shall be no pyramiding for purposes of this provision.

Section 10.04 There shall be no pyramiding of overtime or premium payments.

Section 10.05 Except for hours worked over forty (40) in a pay week, and hours worked over eight (8) hours in a day, the various pay premiums set forth above do not apply to the Transfer Station Attendant.

Section 10.06 For any period not contiguous with their normal work day in which employees are called back to work or called in before the beginning of a work day, or for any work performed on Saturday or Sunday or the Holidays designated herein, employees shall be paid at time and one-half (1 ½) their regular rate of pay for time actually worked or four (4) hours straight time, whichever is greater.

Section 10.07 Overtime shall be offered to bargaining unit employees before part-time employees. Public works bargaining unit employees shall be offered overtime first. Thereafter, overtime shall be offered to the Transfer Station Attendant, if employed by the Town, to the extent he or she is qualified, prior to being offered to another individual or entity.

Section 10.08 Reasonable efforts shall be made to offer overtime on an equal basis. For the purpose of overtime distribution and equalization within the Department:

1. If an employee refuses the offer of overtime work, the employee will be charged with the overtime as if they employee had worked.
2. If an employee is unavailable or cannot be reached for an emergency or call-in, the employee shall be charged with the overtime as if the employee had worked

3. Public Works Bargaining Union members shall be offered any overtime first. Thereafter, it shall be offered to Transfer Station Attendant to the extent he/she is qualified, prior to being offered to another individual or entity.

Section 10.09 Where employees are given eight (8) hours or more advance notice to report to work, employees will receive no additional pay based on the time of the call/notice, and there will be no cancellation of the time to report. Otherwise, a call to report to work early will trigger a thirty (30) minute reporting time, and where the employee arrives at work within thirty (30) minutes, he will be paid from the time of the call. If an employee takes more than 30 minutes to report to work, he/she shall only be paid for the 30 minutes reporting period. The Town will reasonably consider extraordinary circumstances (e.g., road blocked) if an employee requires additional time to report to work.

ARTICLE XI

DISCIPLINE AND DISCHARGE

Section 11.01 No employee shall be discharged or otherwise disciplined without just cause.

Section 11.02 Discipline shall be progressive. Disciplinary actions shall normally follow this order:

- (1) Verbal warning
- (2) Written warning
- (3) Suspension
- (4) Discharge

Section 11.03 It is agreed that the Town has the right to vary the above order when the offense is of such nature as to warrant greater discipline;

Section 11.04 All records of disciplinary action shall be part of an employee's personnel file. Warnings shall not be used after eighteen (18) months provided that no further related disciplinary action has been recorded during that period.

Section 11.05 The following are subject to immediate discharge:

1. Stealing
2. Failure of drug or alcohol test, provided however, the employee may obtain an independent professional test, and if it is timely done, and contradicts the initial test, then there shall be no discipline
3. Use of Town property for personal use without permission
4. Two (2) DWI

5. or DUI offenses while off duty
6. DWI or DUI while on duty
7. Falsifying time card

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.01 All grievances shall be in writing and shall be filed within ten (10) working days of the act or omission complained. All grievances shall set out the alleged harm or damage to the employee and the proposed resolution to the grievance on a form to be mutually developed between the parties.

Section 12.02 A grievance for the purpose of this procedure shall be considered to be a complaint by an employee, group of employees, or the Union concerned with:

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

Section 12.03 Any employee may use the first step of this grievance procedure with or without Union assistance. Should an employee process a grievance through the first step provided herein prior to seeking Union assistance, the Union may process the grievance from the next succeeding step following that which the employee has utilized. No grievance settlement made as a result of a grievance processed by an individual employee or group of employees shall contravene the provisions of this Agreement.

Section 12.04 The grievance procedure under this Agreement shall be as follows:

STEP I If an employee feels that he/she has a grievance, the grievance shall be submitted in writing within ten (10) working days of the act or omission complained of the Supervisor, and the matter shall first be discussed with the Supervisor in an effort to informally resolve the grievance.

If the matter is not resolved, the Supervisor shall, within five (5) working days, give a written answer to the Union with copies for the aggrieved employee(s).

STEP II If the decision of the Supervisor at Step I is not accepted, the Union shall within five (5) working days make a written request for a meeting with the First Selectman. Said meeting shall take place within twenty-one (21) calendar days of the written request.

The decision shall be made by the First Selectman within ten (10) working days after the meeting and conveyed in writing to the aggrieved employee(s) and

the Union.

STEP III If no settlement is effected within ten (10) working days of the answer at Step II, the Union may process the grievance to arbitration by submitting it to the Connecticut State Board of Mediation and Arbitration ("Board") within a written copy to the First Selectman. The Board shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Town, the employee(s), and the Union. All costs of filing for arbitration or the arbitration services shall be shared equally by the parties.

Section 12.05 Time extensions beyond those set forth in this grievance procedure may be arranged by mutual written agreement of the Union and the First Selectman and/or his/her designee.

Section 12.06 The arbitrator/Board shall not have the power to alter, amend, add to or subtract from the provisions of this Agreement and it is understood that the arbitrator shall give the parties no more than the specific benefits negotiated and no others.

Section 12.07 When the Town fails to render a decision within the time limits specified in the grievance procedure, the Union may proceed to the next step of the grievance procedure.

ARTICLE XIII

HOLIDAYS

Section 13.01 All employees will be entitled to the following holidays with pay:

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

Section 13.02 The listed holidays will be observed with full pay by employees who are regularly scheduled to work 40 hours per week throughout the year. In order to earn holiday pay, employees must have worked his scheduled day before or scheduled day after such holiday.

Section 13.03 When a holiday falls on a Saturday, the preceding Friday shall be the designated holiday. When a holiday falls on Sunday, the following Monday shall be the designated holiday. If work is required on a designated holiday,

overtime or special premium pay will be paid in addition to the holiday pay.

Section 13.04In the event that a holiday occurs during the paid vacation of any employee, he shall be entitled to one (1) additional vacation day with pay.

ARTICLE XIV

VACATION

Section 14.01Time off with regular pay for vacation will be accrued by each employee, regularly scheduled to work 40 hours per week throughout the year, for each work-year in accordance with the following schedule:

<u>Years Employed</u>	<u>Number of Days' Vacation</u>
1 year	5 days (one week)
2 to 7 years	10 days (two weeks)
8 to 14 years	15 days (three weeks)
15 years to 20 years	20 Days (four weeks)
More than 20 years	1 day for each year over 20 years of service up to a total of 25 days.

Vacation shall be calculated on July 1st each year.

Employees may carry over up to 5 days per year, up to a maximum of 25 vacation days per year.

Section 14.02 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation.

Section 14.03If the employee has any unused accrued vacation, he/she shall be paid for the time not used at a rate of one half his/her regular rate of pay, or, at the employee's option may carry over vacation days as set forth in Section 14.01, or may deposit all or part of the unused vacation into his/her individual sick leave accumulation, which cannot in any case exceed two hundred twenty (220) days.

Section 14.04Upon separation from the Town, for any reason, employees will receive pay for accumulated vacation time at their regular rate of pay. Payout of accrued unused vacation shall be limited to the maximum allowance for employee's tenure.

Section 14.05Vacation schedules must be approved for the public works personnel by the Public Works Director and the First Selectman (or his duly authorized representative).

ARTICLE XV

SICK LEAVE

Section 15.01 Each employee, who is regularly scheduled to work 40 hours per week throughout the year, will accrue sick leave time at a rate of one day per month to be used as sick days to a total maximum accumulation of 220 days (1,760 hours). Each employee in the bargaining unit working less than forty (40) hours per week will accrue sick leave on a pro-rata basis (so, for example, a twenty (20) hour employee will accrue one-half (1/2) day per month.

Section 15.02 Upon termination, for any reason, employees or his/her estate shall be paid for accumulated unused sick days at the rate of one-half (1/2) of the employee's pay rate.

Section 15.03 Sick leave is only to be used if the employee, his/her spouse or child is sick and shall not be used for any other personal reason. A physician's certificate or other proof of illness shall be required for any absence three (3) or more days.

ARTICLE XVI

BEREAVEMENT

Section 16.01 Each employee who is regularly scheduled to work 32 hours per week throughout the year shall be entitled to a minimum bereavement leave of three (3) days with full pay for absence due to the death of a member of the employee's immediate family. Immediate family shall be defined as spouse, children, mother, father, stepmother, stepfather, grandparents, sister, brother, stepchildren, grandchildren, or any relative domiciled in the employee's home. An additional two (2) days will be allowed upon written request to the employee's immediate supervisor or by phone call if circumstances warrant, and written request follows, for extenuating circumstances.

Section 16.02 Employees shall be allowed one day for leave with pay in the event of a death of the employee's aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or grandparent-in-law.

Section 16.03 In order to receive paid leave under this section, the employee may be asked to submit documentation of the family member's date of death and burial. The Town may request documentation of the deceased's relationship to the employee.

ARTICLE XVII

PERSONAL LEAVE

Section 17.01 Each employee who is regularly scheduled to work **forty (40)** hours per week throughout the year shall be entitled to three (3) days off per year for personal reasons. Employees who are regularly scheduled to work less than forty (40) hours per week will be entitled to a pro-rated amount of personal days.

Section 17.02 Personal days may not be accumulated.

ARTICLE XVIII

JURY DUTY

Section 18.01 If and when an employee regularly scheduled to work 40 hours per week throughout the year is selected for and serves on jury duty, the Town of Bethlehem will reimburse the employee for loss of wages. Computation of such reimbursement shall take the State stipend for the jury duty into consideration.

Section 18.02 In order to receive this leave, the employee shall furnish proof of attendance at jury duty each week.

Section 18.03 If dismissed early or if court is postponed or delayed, the employee will report to work immediately.

ARTICLE XIX

VOLUNTEER FIRE AND AMBULANCE

Section 19.01 Employees who are active members of the Bethlehem Volunteer Fire Department or Ambulance shall be granted time off with pay to answer emergency calls, provided, however, that they are to return to work upon completion of such emergency calls during their scheduled shift.

ARTICLE XX

WAGES

Section 20.01 All employees shall be paid by on a weekly basis. Employees hired after July 1, 2009, must participate in Direct Deposit. All other employees may elect

to participate in Direct Deposit. Once an employee elects to participate in Direct Deposit, he may not withdraw from participation except by mutual agreement. Paychecks shall be given to employees not participating in Direct Deposit on Wednesdays.

Section 20.02 Effective and retroactive to July 1, 2018, wages shall increase 2.0% over the wages in effect on June 30, 2018. Effective July 1, 2019 wages shall increase 2.0% or the social security increase as of January 1, 2019 whichever is greater. Effective July 1, 2020 wages shall increase 2.0% or the Social Security increase as of January 2020 whichever is greater.

ARTICLE XXI

BENEFITS

Section 21.01 Employees who are regularly scheduled for 40 hours per week will be offered an opportunity to participate in the Connecticut Partnership Plan including medical, dental, and vision.

Section 21.02 Effective July 1, 2018, employees who choose to participate in the CT Partnership Plan including medical, dental, and vision plan(s) shall contribute fifteen percent (15%). Payroll deductions shall be made each week to cover the employees' contribution provided however if the total cost of a group health plan or plans offered under the contract triggers an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute, the parties agree to bargain the impact.

Section 21.03 Employees who are regularly scheduled for forty (40) hours per week and who have completed one (1) year of service, shall be covered by a \$30,000.00 term life insurance policy. The Town shall pay for the cost of this policy.

Section 21.04 The Town shall continue to provide Accident, Dismemberment, and Death (AD&D) insurance to Employees who are regularly scheduled for forty (40) hours per week and who have completed one (1) year of service.

ARTICLE XXII

PENSION

Section 22.01 The Town shall discontinue payment for the Retirement "Insurance Annuity" Plan and shall participate in MERS.

Section 22.02 As soon as the Town is accepted into the MERS plan, eligible Bargain

Unit Employees, who are regularly scheduled for twenty (20) hours per week throughout the year, shall participate in MERS on a prospective basis. The Town and the Union shall split the cost of any required actuarial assessment.

ARTICLE XXIII

UNIFORMS AND EQUIPMENT

Section 23.01 The Town shall provide full-time Maintainers (11) sets of uniforms per employee and provide for their cleaning.

Section 23.02 The Town shall provide fluorescent safety related t-shirts, sweatshirts, and jackets to Public Works employees and to Transfer Station Attendant(s), if employed by the Town.

Section 23.03 The Town shall provide foul-weather gear (rain suits, rain hats, boots, and gloves) and provide for their care as necessary to Public Works employees and to Transfer Station Attendant(s), if employed by the Town.

Section 23.04 The Town, in its discretion, at its expense, may provide employee(s) a cellular phone to be used for Town business only. Employees may bring a personal cellular phone to work, but may not use the phone during working time. The phone may be used during break times.

Section 23.05 Each year, the Town shall reimburse Public Works employees and Transfer Station Attendants, if employed by the Town, for one (1) pair of approved work shoes from an approved vendor per year, for a total cost of \$100.00.

ARTICLE XXIV

MEAL POLICY

Section 24.01 Effective July 1, 2018, 2019, and 2020, meal allowances at the rates of \$8.00, \$8.50, \$9.00 for breakfast, \$10.00, \$11.00, \$12.00 for lunch, and \$16.00, \$17.00, \$18.00 for dinner respectively will be provided for those employees who are requested to work beyond their normal work hours, or who have been recalled to work at the end of their normal work day, or who have been called to work during a day that is not a normally scheduled work day, as outlined below: The meal allowances will be provided on the following basis:

Normal work day:

A breakfast allowance will be provided if the employee is called in an excess of two (2) hours before their normally scheduled starting time.

A dinner allowance will be provided if the employee is required to remain at work in excess of two (2) hours past the normal quitting time. Subsequent meal allowances will be provided for an additional 6 hours worked. No lunch allowance will be paid for a normal work day.

Days not scheduled:

A meal allowance will be paid after six (6) hours of work if an employee is called to work on a day not normally scheduled. Subsequent meal allowances will be provided for each additional six (6) hour periods worked at the appropriate rate considering the time of day. No initial meal allowance will be provided if an employee was provided eight (8) hours' notice prior to the time the employee was requested to report to work. No meal allowance will be provided if meals are provided.

ARTICLE XXV

PERSONNEL FILES

Section 25.01 An employee or his representative shall have the right to inspect and/or request a copy of any material contained in his own personnel files. The Town may charge a reasonable fee as permitted in Conn. Gen. Stat. 31-128g, except that an employee may receive one complimentary copy of his/her personnel file each calendar year upon request.

Section 25.02 If upon inspection of his personnel file, an employee disagrees with any of the information contained in such file, removal or correction of such information may be agreed upon by such employee and his employer. If such employee and employer cannot agree upon such removal or correction then such employee may submit a signed written statement explaining his position. Such statement shall be maintained as part of such employee's personnel file and shall accompany any transmittal or disclosure from such file or records made to a third person.

ARTICLE XXVI

EDUCATION AND TRAINING

Section 26.01 Any training or licenses, excluding driver's licenses, required by the Employer shall be reimbursed by the Employer.

Section 26.02 Any employee who attends work-related educational courses, when sent by the Employer, shall be reimbursed by the Employer all reasonable and necessary expenses.

ARTICLE XXVII

NO STRIKE/NO LOCKOUT

Section 27.01 The Union agrees, on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, work slowdown, or a concerted refusal to render services or to work, or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this Article by the Union and/or the employees, the Town may, in addition to other remedies, discipline such employees up to and including discharge. The Town agrees that there shall be no lockout of any employee or employees, during the life of this Agreement.

Section 27.02 Both parties to this Agreement shall mutually endeavor to cooperate in the enforcement of safety rules and regulations.

ARTICLE XXVIII

SAVINGS CLAUSE

Section 28.01 If any article or section of the agreement or any appendices and schedules thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and appendices and schedules shall not be affected thereby and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXIX

ENTIRE AGREEMENT

Section 29.01 The foregoing constitutes an entire Agreement between the parties with respect to rates of pay, wages or other terms and conditions of employment which shall prevail during the term hereof. No verbal statement shall supersede any of this Agreement's provisions. It is understood and agreed, that all matters subject to collective bargaining between the parties have been covered herein and that it may not be reopened for change in its items or additions of new subject matter, except by mutual agreement.

ARTICLE XXX

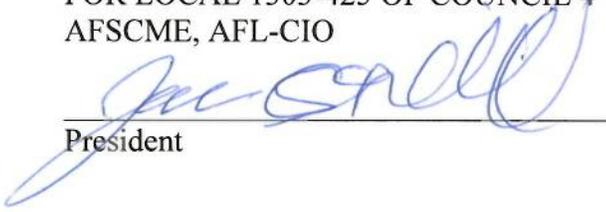
DURATION

Section 30.01 This Agreement shall become effective upon ratification, and shall remain in effect until June 30, 2021.

Section 30.02 Negotiations for an agreement to succeed this Agreement shall commence in accordance with applicable law.

Section 30.03 This Agreement shall remain in full force and effect during such negotiations in accordance with applicable law.

FOR LOCAL 1303-425 OF COUNCIL 4
AFSCME, AFL-CIO



President

Witness

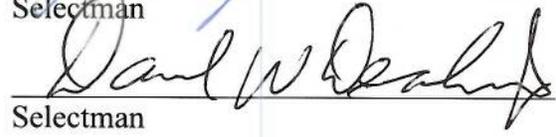


Staff Representative

FOR THE TOWN OF BETHLEHEM



Selectman



Selectman



Selectman