RESOLUTION NO. 2810-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR AUTHORIZING THE TOWN MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WINDSOR AND THE TOWN OF WINDSOR EMPLOYEES ASSOCIATION / AFSCME LOCAL 3910

WHEREAS, the Town of Windsor ("the Town") has recognized the Town of Windsor Employees Association / AFSCME Local 3910 (hereafter "AFSCME") as the exclusive representative of certain employment classifications in the Town of Windsor; and

WHEREAS, the Town's representatives met and conferred in good faith with AFSCME representatives for the purpose of negotiating a memorandum of understanding ("MOU") that would cover wages, hours and working conditions applicable to employment classes represented by AFSCME; and

WHEREAS, the Town's representatives reached a tentative agreement with AFSCME on a successor MOU, which tentative agreement has been ratified by the AFSCME membership; and

WHEREAS, the tentative MOU is subject to approval by the Town Council; and

WHEREAS, the tentative MOU meets with the approval of the Town Council.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Windsor hereby authorizes the Town Manager to execute a binding memorandum of understanding between the Town and AFSCME, with the terms as described in attached Exhibit "A".

PASSED, APPROVED, and ADOPTED this 22nd day of June 2011, by the following vote:

AYES:	**COUNCILMEMBERS FUDGE, GOBLE, SALMON, SCHOLAR AND MAYOR ALLEN**
NOES:	**NONE**
ABSTAIN:	**NONE**
ABSENT:	**NONE**

STEVE ALLEN, MAYOR

ATTEST:

MARIA DE LA O, TOWN CLERK

Attachments:
Exhibit A: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

TOWN OF WINDSOR

AND THE

TOWN OF WINDSOR EMPLOYEES ASSOCIATION/AFSCME LOCAL 3910

JULY 1, 2011 – JUNE 30, 2013

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an agreement between the TOWN OF WINDSOR, hereinafter referred to as "Town", and the TOWN OF WINDSOR EMPLOYEES ASSOCIATION/AFSCME LOCAL 3910.

ARTICLE 1. PURPOSE:

1.1. The purpose of this agreement is to promote the mutual interests of the Town and the employees, and to provide for the operation of the Town's facilities under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy and efficiency of operations, elimination of waste, realization of an optimum quality and quantity of product and/or service, cleanliness of facilities and protection of property.

ARTICLE 2. UNION RECOGNITION:

2.1. The Town recognizes the Town of Windsor Employees Association / American Federation of State, County and Municipal Employees, Local 3910 (hereafter "the Union") as the exclusive representative of the full time employees employed in the job classifications attached as Appendix "A". For purposes of this agreement a full time employee is regularly scheduled to work forty (40) hours per week.

2.2. The scope of representation shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

2.3 In the event an employee is temporarily assigned to perform work covered by a different bargaining unit, the employee shall receive higher pay (and be classified as FLSA exempt, if appropriate), but shall remain subject to the benefits and rights of the employee's regular bargaining unit during the effective date of the assignment. In the event an employee is assigned to a regular position in a different bargaining unit (e.g., when the employee is promoted or demoted, or accepts an appointment to a different position), the employee shall be subject to the terms and conditions of the new bargaining unit upon the effective date of the assignment.

ARTICLE 3. UNION SECURITY:

3.1. Access to Bargaining Units - Both parties agree that the Union shall have reasonable access to the bargaining unit employees. All Union officials will be required to check with the Town Management prior to visiting with the employees. The Union will make a good faith effort not to disrupt the normal operations of the Town. The Union will notify the Employee Relations Officer in writing within thirty (30) days of any changes in its officers, stewards, mailing address or other information relating to employer-employee relations. If the Union has not made such

appointment and notice as provided in the article, the Town will continue to communicate with the last known representatives.

3.2. Voluntary Dues Deduction - Voluntary payroll deductions for membership dues shall be granted by the Town to the Union in accordance with the terms of this article.

(a) Payroll deductions shall be for a specific amount and uniform as between employee members of the Union. Payroll deductions shall be limited solely to membership dues. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the Union and approved by the Town.

(b) Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the Town Manager or designee. The voluntary payroll deduction authorization shall remain in effect until employment with the Town is terminated or until canceled or modified by the employee by written notice to the Employee Relations Officer. Employees may authorize dues deductions only for the Union certified as the recognized representative of the unit to which such employees are assigned. Any dues deduction authorization will automatically terminate in the event that the Union's status as exclusive representative for the bargaining unit members terminates.

(c) Amounts deducted and withheld by the Town shall be transmitted to the office or officer designated in writing by the Union authorized to receive such funds at the address specified.

(d) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee be allowed to deposit the amount with the Town which would have been withheld if the employee had been in pay status during that period. In the case of any employee who is in a non-pay status during a part of the pay period, and the wage is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Union dues deduction.

(e) The Union shall indemnify, defend and hold the Town harmless against any claims, demands, lawsuits or any other action initiated against the Town arising from compliance with any of the Union dues provisions of this article.

(f) The Union shall refund to the Town within 30 days any amounts paid to it in error upon presentation of supporting evidence by the Town.

3.3. No Discrimination

(a) There shall be no discrimination by the Town or by the Union in employment conditions or treatment of employees on the basis of membership or non-membership in the Union, or participation or non-participation in the activities of the Union.

(b) The Union shall not restrict its membership based on race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, medical condition (cured or rehabilitated cancer), disability, marital status, political opinion or affiliation, or Union activity, unless such factor is a bona fide occupational qualification for the position, or such action is required to comply with federal or state law.

ARTICLE 4. TOWN RIGHTS:

4.1. The Town reserves, retains and is vested with any management rights not expressly granted to the Union by this agreement, including those rights specified in the Town's Employer-Employee Relations Resolution (EERR).

4.2 Should the Town desire to exercise any of its rights, it may, except for cases of emergencies, give the Union advance written notice of its intentions thereof and may afford the Union an opportunity to meet and confer before the decision is implemented.

ARTICLE 5. WAGES:

5.1. General Wage Increases. With the exception of merit advancement increases, as described below, there shall be no general wage increases during the term of the MOU.

5.2. Wages Upon Employment

(a) Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater that the minimum rate shall be within the limits of the wage range for that class.

(b) In exceptional cases, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a higher rate than the minimum with the approval of the Town Manager.

5.3. Wages Upon Promotion

(a) Except as otherwise provided herein, any full-time employee who is promoted to a position of a class allocated to a higher wage range than the class from which the employee was promoted shall receive the wage step rate of the appropriate range which would constitute an increase of wages most closely equivalent to five percent (5%) of the employee's step rate before promotion, but not less than the minimum wage range for the new class nor greater than the maximum wage of the new class.

(b) An employee who is promoted shall be considered for a merit increase after one year of full-time employment. The date of promotion shall be the new anniversary date for determination of all subsequent merit increases.

5.4. Merit Advancement Within Wage Ranges

(a) Merit increases within a range shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's supervisor and the Town Manager. Employees may, upon request, discuss performance evaluations with the applicable Department Head.

(b) Wages upon advancement within the range: Each new full time employee shall be considered for an initial merit increase upon completion of probation. Each such employee shall be considered for subsequent merit increase on the annual anniversary date of the first merit consideration until the top step is achieved.

(c) An employee who receives an overall score of 4.0 or lower on his or her annual performance evaluation shall be eligible for a one step increase, at the recommendation of his or her manager. An employee who receives an overall score of 4.01 or higher on his or her annual performance evaluation shall be eligible for a two step increase, at the recommendation of his or her manager.

5.5. Probationary Period

(a) All new employees shall serve a probationary period of not less than six (6) months, which shall be the final phase of the examination process. The Town Manager may extend the probationary period in writing prior to the end of the probationary period.

(b) After evaluation by the Town Manager and written notice to the probationary employee, qualified employees will be assigned to regular employment status.

(c) Full time regular employees promoted to a new position shall be retained in a probationary status for a period not to exceed six (6) months. The Town Manager may reassign the promoted employee to the prior position any time during the probationary period.

(d) Employees who are promoted to a higher classification, and who are thereafter released during their probationary period, shall have a right of return to a position within the class from which they were promoted, provided: (a) there must be a vacant and funded position in the lower class; (b) the employee must have previously passed probation and had a record of satisfactory performance in the lower class. In addition, if the employee had previously passed probation and holds a record of satisfactory performance in the lower class for at least the five years prior to the promotion, the employee need not serve a new probationary period.

5.6. Wage Incentives

(a) Employees shall receive the wage incentives listed in Appendix "C" for advanced training or certifications regardless of when earned, and for advanced education earned since beginning employment with the Town, until said employee is promoted to a classification which has the indicated achievement as a minimum employment requirement. Wage incentives shall become effective on the first day of a full month following receipt of the certificate or degree.

(b) Payroll must receive copies of renewed certificates no later than the Monday three weeks prior to the certificate expiration. If a certificate has expired and the employee fails to provide a new certificate within the above time, there will be no incentive paid until the employee provides the certificate. There will be no retroactive pay unless the employee can demonstrate that the certificate was earned, but not issued, through no fault or omission of the employee.

5.7 Koff & Associates Classification and Compensation Study (Study)

The Town will implement the recommendations made in the Koff & Associates Classification and Compensation Study. A copy of the Study is available on Town "shared drive."

During the term of this agreement, no employee will lose incentive or certificate pay due to a change or modification to the employee's classification or classification title made as a result of the study.

Retention and recruitment adjustments will be eliminated.

ARTICLE 6. PAY PERIODS:

6.1. All employees shall be paid at least bi-weekly, and it is understood that paychecks normally shall be available no later than 12:00 p.m. on the Thursday following the end of a pay period, except when unable to do so due to circumstances beyond the control of the Town.

6.2. Notwithstanding the above, it is agreed that when an employee leaves work early or is absent on a pay day, and such absence or early departure is pre-arranged and approved by the employee's supervisor, the employee may receive their pay check prior to the regular pay day and time, provided such checks are available for distribution.

ARTICLE 7. HOURS OF WORK AND OVERTIME:

7.1. The normal workday at straight time shall consist of eight (8) consecutive hours of work within a spread of nine (9) consecutive hours, with not less than one-half (½) hour or more than one (1) hour off for a meal at mid-shift, with quitting time adjusted accordingly.

7.2. The normal straight time work week shall consist of five consecutive eight hour days with the normal hours being 8:00 a.m. to 5:00 p.m., Monday-Friday for all personnel. However, the Public Works or Community Services Departments may have alternative hours if there is coverage available at their facilities during the normal work hours as approved by the Town Manager. At the option of the Town, a four ten hour day, three days off or a rotating work schedule may be implemented to provide for weekend work, shift work, and/or extended office hours. The Union shall have input to the development of any rotating schedule. An employee assigned to weekend duty may also be assigned as standby and will be compensated at the standby pay rate.

7.3. Overtime pay at the rate of one-and-one-half (1½) times the employee's straight time hourly rate shall be paid for all hours worked in excess of forty (40) hours per week. All overtime work must be authorized by the Department Head in advance. For the purpose of computing overtime, all hours in paid status shall be considered as hours worked. Alternatively, employees may elect to accrue compensatory time at the rate of one-and-one half (1½) times the number of overtime hours worked.

7.4. Any employee called back to work after completing his or her regularly scheduled work shift shall receive a minimum of two hours pay at an hourly rate of one-and-one-half (1½) times the normal rate. Any employee who is assigned to standby duty shall be compensated at a minimum of two (2) hours pay at an hourly rate of one-and-one-half (1½) times the normal rate for the first call back during a 24 hour standby period. All other call backs during the same 24 hour standby period will be compensated at an hourly rate of one and one half (1½) times the normal rate for the actual time worked, but not less than one (1) hour pay per call back.

7.5. Employees shall be allowed to maintain a balance of up to eighty (80) hours of compensatory time during any fiscal year. Employees may continue to accrue and use comp time during the fiscal year provided the balance never exceeds 80 hours. On the last pay period of every fiscal year, any employee with a comp time balance of hours over 80 will be paid at the employee's base hourly rate, less all normal deductions. No more than 80 hours carryover of comp time from one year to the next will be permitted under any circumstances. Accrual and use of comp time must be approved in advance by the Department Head.

7.6. Any employee who is separated from Town service shall be entitled to payment for accrued comp time at the employee's base hourly rate at the time of the employee's separation, less all normal deductions.
7.7 All full time, regular Town employees shall take sixty (60) hours of unpaid mandatory time off (MTO) per year.

An employee's department head will determine whether the employee serves in a position that requires 24-hour or daily staffing.

All employees who hold positions that do not require 24-hour or daily staffing shall take thirty (30) hours MTO during the week of Thanksgiving, and thirty (30) hours MTO around the

Christmas holiday. These employees will take MTO on the following days during the term of this MOU:

- 2011: November 21, 22 and 23 and December 27, 28 and 29
- 2012: November 19, 20 and 21 and December 20, 26 and 27

Employees who hold positions that require 24-hour or daily staffing will take 60 hours of MTO throughout the year. The 60 hours must be taken in two "blocks" of 30 hours per week.

FLSA non-exempt employees may amortize the pay reduction over the 24 pay periods of the fiscal year. Employees who choose to amortize the pay reduction must notify Human Resources by completing and submitting the MTO Amortization Request Form by July 1 of the prior fiscal year in which the reduction will be amortized.

ARTICLE 8. REST PERIODS:

8.1. Employees shall be allowed a rest period not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Rest periods will be scheduled on a daily basis so that the delivery of services is not adversely impacted. If events interfere with a scheduled rest period, the employee will contact his/her supervisor to reschedule a rest period during the same four (4) hour period.

ARTICLE 9. LUNCH PERIOD:

9.1. Employees normally shall be allowed a lunch period without pay of not less than thirty (30) minutes, which shall be scheduled generally in the middle of the normal work shift. Lunch periods will be scheduled on a daily basis so that the delivery of services is not adversely impacted. If events interfere with a scheduled lunch period, the employee will contact his/her supervisor to reschedule a lunch period during the same period in the middle of the work shift.

9.2. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours, he/she shall be granted an additional lunch period without pay, the taking of which is optional with the employee.

ARTICLE 10. HOLIDAYS:

10.1. The following days are recognized as paid holidays. Prior to January 1 of each year, the actual days for paid holidays in the upcoming calendar year will be posted by the Town.

(a) New Year's Day - January 1
(b) Martin Luther King Jr. Birthday - Third Monday in January
(c) President's Birthday - Third Monday in February
(d) Memorial Day - Last Monday in May
(e) Independence Day - July 4
(f) Labor Day - First Monday in September

(g) Veterans' Day - November 11
(h) Thanksgiving Day - Fourth Thursday in November
(i) Day after Thanksgiving - Friday after Thanksgiving
(j) Day before Christmas - December 24
(k) Christmas Day - December 25
(l) Floating Holiday - At the start of every fiscal year, all full time regular employees will receive two (2) eight (8) hour floating holidays which may be used with the advance approval of the employee's supervisor. New full time employees hired after January 1 will only receive eight 8 hours of floating holiday time in the first year. Employees who do not use their floating holidays prior to the end of the fiscal year, will not receive any other time off or payment in lieu of these holidays. Provided the employee has exhausted all accrued sick leave, accrued floating holiday hours may be utilized for his/her absence on account of illness or injury.

10.2. Saturday holidays will be observed on Friday. Sunday holidays will be observed on Monday. To qualify for holiday pay an employee shall have worked his regularly scheduled workday before and after the holiday, unless absence on such day is due to the express permission of the Town, or a bona fide illness. The Town may require a doctor's certificate.

10.3. Under the rotating work schedule defined in Article 7.2., a Public Works or Community Services employee may have a two (2) day period of Thursday and Friday off and work Saturday and Sunday on a rotating basis. If a holiday falls on Thursday of an employee's scheduled time off the holiday will be observed by this employee on Wednesday. If the holiday falls on Friday of the employee's scheduled time off, the next normally scheduled workday will be observed by this employee as the holiday.

10.4. Due to the nature of work handled by the Town, there may be times when an employee will work on a holiday for which they will be paid at one and one half (1½) times the regular rate for the time they work, plus the regular hourly rate for the holiday. In lieu of the holiday compensation of one and one half (1½) times the regular rate, the employee may take next day after the holiday off with pay, subject to prior approval by the Town.

10.5. To qualify for a paid holiday the employee must have been employed for a period of thirty (30) calendar days, or longer, preceding any of the above listed holidays.

10.6. Holidays that occur during an employee's vacation will be treated as a paid holiday rather than as a vacation day.

ARTICLE 11. VACATIONS:

11.1. Paid vacation shall consist of ten (10) working days after one (1) year of employment has been completed; fifteen (15) working days after four (4) years; and twenty (20) working days after twelve (12) or more years of employment.

11.2. Vacation schedules shall be arranged by the Department Head with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee, taking into consideration seniority. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to him or her in that year. Each employee's vacation time may be so divided as the needs of their service require or permit.

11.3. No employee may take vacation without advance approval of the Department Head. No employee may take vacation leave in advance of that actually accumulated by him or her at the time such leave is taken. Vacation requests for up to two days may be approved by the supervisor with one day's notice. One weeks notice shall be given for requests for more than two days. Two weeks notice shall be given for requests for more than four days.

11.4. Each employee who is separated from Town service shall be entitled to payment in lieu of all unused vacation leave which the employee may have accumulated as of the employee's last day of work, and compensation shall be computed on the basis of such employee's regular hourly rate at the time of termination.

11.5. Employees shall be employed by the Town for a minimum of six (6) complete months and shall have completed their probationary period prior to using any vacation.

11.6. Vacation leave is intended to benefit the employee without adverse effect upon the Town. Every employee is encouraged to take his/her vacation leave during the benefit year, that is, the employment year when the vacation is accrued. Any unused vacation leave exceeding twenty (20) days, at the end of the calendar year shall not be carried over to the next year, but will be paid to the employee with the next payroll at the employee's regular hourly rate at such time.

11.7. Subject to verification of illness, an employee who becomes sick during a scheduled vacation may substitute accrued but unused sick leave for the period of sickness. The Town may require the employee to provide written certification for such illnesses, regardless of duration.

ARTICLE 12. SICK LEAVE:

12.1. Each employee shall earn and may accumulate sick leave as follows, with no maximum limit on sick leave accrual:

(a) Hours earned monthly - 8
(b) Hours earned annually - 96

12.2. Sick leave shall not be considered as a right, which an employee may use at his discretion and shall be allowed only in the case of actual sickness or disability. No punitive actions shall be imposed on employees for taking justifiable sick leave.

12.3. For the purpose of charging sick leave, the minimum sick leave chargeable shall be one-half (1/2) working hour. Sick leave must be accrued and available before it can be used.

Employees cannot use sick leave that is accruing in the current pay period until after the pay period is completed.

12.4. Employees may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury.

12.5. On taking sick leave time, employees shall notify their immediate supervisor either prior to or within one (1) hour after the time set for beginning daily duties.

12.6. The employee using sick leave who is not sick or who has engaged in private or other public work while on sick leave, shall be considered absent without leave and the Town may deduct pay, adjust sick leave time and take appropriate disciplinary action.

12.7. The Town may require, from an employee who has been absent for more than five (5) days, a clearance from a doctor prior to permitting said employee to return to work.

12.8. Earned sick leave credits may, with the approval of the Town Manager, be used by the employee:

(a) During the employee's own incapacity due to illness or injury.
(b) During the time needed by the employee to undergo medical or dental treatment or examination.
(c) During a maternity leave in which the employee or spouse is disabled due to the imminent or actual birth of a child.
(d) When it is necessary for an employee to care for a child, stepchild, spouse or parent of an employee, or a person for whom the employee is entitled to a Federal Income Tax dependent exemption who is ill, injured, needs medical care or accompaniment to a medical appointment. The Town may require written verification from the doctor when using sick leave for this purpose.

12.9. Earned sick leave credits are terminated upon retirement or employee termination. However, at the employee's written request the Town shall credit all accumulated sick leave workdays for the purposes of PERS retirement.

12.10. In the event of a recognized job-related injury or illness, an employee may use accrued sick leave pursuant to the Town's Personnel Policies regarding Workers' Compensation.
12.11. The Town shall integrate paid sick leave with SDI benefits.

ARTICLE 13. FAMILY AND MEDICAL LEAVE POLICY:

13.1. All employees are entitled to FMLA and CFRA leave pursuant to the Town's Personnel Policies.

ARTICLE 14. CATASTROPHIC LEAVE POLICY:

14.1 The Catastrophic Leave Policy is designed to assist employees who have exhausted their paid time leave balances due to the serious illness, injury or condition of the employee or his/her extended family. This policy allows other employees to make donations of time to that employee so he/she can remain in a paid status for a longer period of time, thus partially easing the financial impact of an illness or injury.

14.2 Conditions:

(a) The receiving employee must be a full-time regular employee who has successfully completed any required probationary period.

(b) The receiving employee or a member of his/her extended family must have sustained a life threatening or debilitating illness, injury or condition.

(c) The receiving employee must have exhausted all usable leave balances.

(d) The receiving employee must be prevented from returning to work for at least thirty (30) calendar days.

14.3 The donating employee may transfer sick leave, floating holiday leave, vacation leave or compensatory time earned on an hour for hour basis. A donating employee must retain at least 80 hours of vacation leave and 80 hours of sick leave but may transfer all compensatory time earned or floating holiday time.

14.4 Donations must be made in one (1) hour increments.

14.5 Hours donated will be kept in pledge status until transferred. As needed, pledged hours shall be deducted from the donor's leave balance and transferred to the recipient's usable sick leave accrual in the order they were pledged. Once transferred, donations are irrevocable.

14.6 Total leave credits to a receiving employee shall not exceed three (3) months unless a longer period is approved by the Town Manager.

14.7 A donating employee terminating for any reason shall be paid for pledged vacation leave or compensatory time earned that has not yet been transferred to the receiving employee.

14.8 A receiving employee may use donated hours to supplement SDI/PFL benefits.

14.9 A receiving employee using donated hours will be treated as in paid status but will not accrue vacation or sick leave.

14.10 Use of donated leave time shall apply toward time in service and benefits in the same manner as when the employee is on paid sick leave.

14.11 Donated leave time shall be paid at the receiving employee's current rate of pay and will be subject to the recipient's normal payroll deductions.

14.12 Participation by a receiving employee will continue until all donated leave balances are exhausted, and the employee returns to work or the receiving employee terminates employment.

14.13 Procedures:

(a) An Application for Catastrophic Leave must be completed by the receiving employee or the receiving employee's supervisor and approved by the receiving employee's department head. The department head may require a medical verification. The form will then be routed to the Human Resources Manager.

(b) A Donation Pledge form must be completed by each donating employee and approved by the receiving employee's department head. The form will then be routed to the Human Resources Manager.

(c) The Human Resources Manager will administer the donation and use of time credits.

14.14 Definitions:

(a) Catastrophic – a medically certified condition in which the employee is incapacitated and unable to work due to a prolonged non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days.

(b) Pledged Hours – sick leave, vacation leave, floating holiday leave, or compensatory time earned which one employee agrees to give to another employee to use for catastrophic leave.

(c) Donated Hours – pledged sick leave, vacation leave, floating holiday leave or compensatory time earned which has been used by the recipient.

(d) Usable Hours – sick leave, vacation leave, floating holiday leave or compensatory time earned which has been transferred to an employee and is available for use.

(e) Extended Family - for purposes of this policy the definition of extended family shall correspond at all times with the sick leave policy in the receiving employee's Memorandum of Understanding.

ARTICLE 15. WORKER'S COMPENSATION POLICY:

15.1. Employees shall be entitled to workers' compensation leave benefits pursuant to the Town's Personnel Policies.

ARTICLE 16. BEREAVEMENT LEAVE:

16.1. The Town shall grant leave of absence with pay up to three (3) days where a member of the employee's or spouse's immediate family dies. In the event travel is required of more than 500 miles, employees may use up to an additional two days from their accumulated sick leave balance. For the purposes of this article, the immediate family of employee or spouse is defined as parent, current spouse, child, stepchild, grandparent, brother, sister, current mother-in-law or current father-in-law.

ARTICLE 17. JURY DUTY:

It is the policy of the Town that regular employees be encouraged to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any regular employee summoned for jury duty shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. An employee may retain such payment as may be allowed for travel but shall make payable to the Town any and all fees which the employee may receive in payment for service as a juror.

An employee shall notify his/her supervisor of a potential call to jury duty and keep the supervisor informed of reporting requirements.

During his/ her regularly scheduled work day, an employee will report to work for all periods which are not required for travel, lunch break or jury service. Such times are generally before jury service begins for the day and after jury service is completed for the day.

An employee who has reported for jury duty shall request a certification from the courtroom clerk showing dates and times of service. This form shall be turned in to the employee's supervisor to be forwarded to Human Resources.

All hours spent in jury service or travel to and from the court should be reported on the employee's timesheet as jury duty.

Jury duty on an employee's non-scheduled workday will not be compensated by the Town.

Employees shall pay any fees received for jury duty to the Town, except for mileage reimbursement.

ARTICLE 18. STANDBY:

18.1. An employee who is assigned by a supervisor to be on standby for call backs for a specified period of time outside of the employee's normal workday shall be eligible for standby pay. Said assignment shall be scheduled by a supervisor, a minimum of five (5) working days prior to date of standby status, except in emergencies. The employee's prior commitments and schedule will be considered prior to assignment of emergency restricted standby.

18.2. Standby duty requires that an employee designated by a supervisor to be so assigned, be ready to respond immediately, be reachable by telephone and/or Town pager and be able to report to work within a reasonable period of time. This shall mean typically within thirty (30) minutes of the Town. All employees on standby shall contact the Town's answering service a minimum of two (2) times each day. Employees on standby will be assigned a Town vehicle to take home in order to respond to calls as soon as possible.

18.3. All employees assigned to standby shall be compensated at the rate of $30.00 per day for each weekday (Monday through Friday) and $45.00 per day for each Saturday and Sunday and holiday. Effective July 1, 2002, weekday standby rates shall be two (2) hours straight time pay for each day of standby; weekend standby rates shall be three (3) hours straight time pay for each Saturday, Sunday and holiday when assigned to standby duty. Effective July 1, 2005, weekend standby rates shall increase to four (4) hours straight time pay.

18.4. When the Town elects to operate without restricted standby duty, all employees shall agree to cooperate and be available when called to return for work as conditions dictate. A supervisor shall prepare a list updated every two (2) weeks that includes a schedule for calling employees to return for call back duty.

18.5. Any employee who is assigned to standby duty shall be compensated at a minimum of two (2) hours pay at an hourly rate of one-and-one half (1½) times the normal rate for the first call back during a 24 hour standby period. All other call backs during the same 24 hour standby period will be compensated at an hourly rate of one-and-one half (1½) times the normal rate of the actual time worked, but not less than one (1) hour pay per call back.

ARTICLE 19. EDUCATIONAL DEVELOPMENT AND REIMBURSEMENT FOR BUSINESS EXPENSE:

19.1. The Town will reimburse an employee for the cost of enrollment and related textbooks upon successful completion of a vocational, high school, junior college, college and/or university course, subject to the employee's Department Head's approval in advance, and up to a maximum of $1,000 per fiscal year per employee. Approval will be at the discretion of the Department Head, and will require said course be related to the employee's work at the Town and/or the receipt of approved CEUs, and passing or, if letter grades are available, a grade of "C" or above. Further, this will be in addition to any approved seminar attendance. In special circumstances and with adequate security, the Town Manager may authorize pre-payment of said expenses subject to a written agreement for repayment if the required conditions are not met. Additional educational reimbursement or training beyond the $1,000 annual limit may be approved by the Town Manager on a case by case basis.

19.2. Any employee required or authorized to travel in the performance of his or her duties shall be compensated for with necessary traveling expenses at the actual cost including transportation, lodging and meals.

19.3. An employee who is authorized to use a private motor vehicle for travel required in the performance of official duty, shall be reimbursed at the mileage rate established by the United States Internal Revenue Service (IRS) provided the employee maintains the minimum standards for automobile insurance required by the Town.

ARTICLE 20. WORKING UNIFORMS:

20.1. The Town will provide and field employees shall wear at all times when on duty full uniforms to include shirts, 100% cotton denim pants, jacket and baseball cap, as weather conditions dictate. The Town will provide laundry service for uniforms. All uniforms will be removed and stored at the Town's locker room when not being worn. The Town retains the exclusive right to determine the color, style, type and supplier of all uniform pants, shirts, jackets and hats. When reading meters, the Meter Reader classification or employees performing meter reading duties, will have the option of wearing shorts and non-safety footwear to be provided and laundered by the employee at no cost to the Town. The Town reserves the right to approve the style and color of any shorts or non-safety footwear.

20.2. Each fiscal year the Town shall provide a maximum safety footwear allowance of $200 for the purchase of footwear for field employees and the Meter Reader. Such footwear shall meet the American National Standards Institute (ANSI) for safety footwear and shall have a minimum 6-inch top. Safety footwear shall only be worn while performing Town duties. In order to be eligible for reimbursement for the purchase of safety footwear, employees must submit receipts that clearly identify the safety footwear, as well as show the newly purchased boots to his or her manager, and receive the approval of the supervisor.

ARTICLE 21. RETIREMENT:

21.1. The Town is to provide the California Public Employee Retirement System (CalPERS) to all regular full time employees, and shall pay the employer contribution and 4% of the employee contribution to PERS. Employees shall contribute 3% of the employee contribution to PERS. Plan elements are provided below:

(a) PERS credit of 2% per year of PERS membership at age 55.
(b) No Social Security coordination.
(c) 1957 Survivor's Benefits.
(d) 1959 Fourth Level Survivor's Benefits.
(e) Final Compensation determined as highest twelve (12) consecutive months of CalPERS membership.
(f) Ordinary Disability Retirement.
(g) Unused Sick Leave accumulation credit.
(h) 2% maximum annual cost-of-living allowance after retirement.
(i) Pre-retirement death benefit of total contribution plus interest earned return to survivor plus one month's pay for each year in the retirement system up to six (6) years.
(j) Post-retirement death benefit of $500 (in addition to normal retirement benefits).
(k) Termination of Service - may receive refund of member's contributions.

(l) Military Service Credit as Public Service.

21.2. Town shall treat employee contribution to the California Public Employee's Retirement System as employer contribution for Federal and State tax purposes only. The procedure is in compliance with Section 414(h)(2) of the Internal Revenue Code (IRC) and the State of California Revenue and Taxation Code Section 17501.

ARTICLE 22. DEFERRED COMPENSATION PLANS:

22.1. Employees may participate on a voluntary basis in any of the deferred compensation plans offered by the Town. Any contributions made by employees to any deferred compensation plan offered by the Town must be made through employee payroll deductions, using forms approved by the Town.

22.2. The Town will make available to its employees an IRC Section 125 flexible spending account plan during the term of this MOU.

ARTICLE 23. INSURANCES:

23.1 The Town shall provide each full time employee with the following insurances at the levels described below: medical plan; dental plan; vision plan; life insurance; long term disability; supplemental health insurance.

23.2 Medical Plan

(a) During the term of this MOU, the Town will make the following contributions toward premiums for the health care plans made available by the Town's health care plans:

Employee:	100% (any plan)
Employee + 1:	95% (lowest cost plan)
Family:	85% (lowest cost plan)

(b) As of July 2007, the Town offers Kaiser and Blue Cross (through REMIF). The Town will use best efforts to ensure that employees continue to receive substantially comparable coverages during the term of this MOU, and will consult with the Union upon request relative to this issue.

23.3 Dental Plan

(a) During the term of this MOU, the Town will make the following contributions toward premiums for the Town's dental plan: 100%.

(b) As of July 2007, the Town offers Delta Dental through REMIF. If the Town changes from Delta Dental, the Town will notify the Union. The Town will use best efforts to ensure that employees continue to receive substantially comparable coverage to Delta

Dental during the term of this MOU, and will consult with the Union upon request relative to this issue.

23.4 Vision Plan

(a) During the term of this MOU, the Town will contribute 100% of the premium for Vision Service Plan made available by the Town. If not covered by the plan, safety glasses will also be provided to all maintenance and operations personnel.

23.5 Life Insurance. During the term of this MOU, the Town will provide a plan with $40,000 lump sum death benefit. On a voluntary basis, employees may purchase additional life insurance coverage beyond the $40,000 lump sum death benefit provided by the Town using the Town's group plan. The premium for additional life insurance coverage shall be paid through employee payroll deductions.

23.6 Long Term Disability. During the term of this MOU, the Town will continue to pay the entire premium for long term disability insurance coverage for employees.

23.7 Supplemental Health. During the term of this MOU, on a voluntary basis employees may choose to purchase supplemental health, disability, life and other insurances from the American Family Life Assurance Company of Columbus (AFLAC), or other company (hereafter "Insurance Company."). All of the costs to obtain supplemental insurances will be paid by the employee, with no financial contribution from the Town. Premiums and any other charges for supplemental insurances will be paid by individual employees through payroll deductions, on forms approved by the Town and submitted to the Town Manager or designee. This voluntary payroll deduction shall remain in effect until employment with the Town is terminated or a written authorization, modification or cancellation is received by the Town Manager or designee. The Town agrees to make payments to the Insurance Company of the specific amount deducted and withheld as authorized in writing by the employee. This deduction will be made only if the employee's earnings are sufficient and after all other required deductions are made. All other required deductions have priority over the supplemental health insurance premium deduction. The Town shall not be responsible or liable for any claims, demands, lawsuits or any other action initiated against the Town by the employee or the Insurance Company regarding such supplemental insurances; but the Town will provide information on payments made to the Insurance Company on behalf of an employee if requested in writing by either party to resolve a dispute over payments of premiums.

23.8 Retirement Health Savings Account. During the term of this MOU, the Town will meet with the Union to attempt to make available a Retirement Health Savings Account ("RHSA") plan available to employees. The parties will explore whether contributions may be made by employees on a voluntary basis to such plan.

23.9 Flexible Spending Account. During the term of this MOU, the Town will make available a Flexible Spending Account program (IRC section 125). Contributions may be made by

employees on a voluntary basis to such program. The Town currently absorbs the monthly administration fee for this benefit.

23.10 Miscellaneous. During the term of this MOU, the Town shall continue to provide coverages that are the same or substantially equivalent to those described above, provided such coverages continue to be available.

ARTICLE 24. LAYOFF AND RECALL POLICY:

24.1. Whenever in the sole judgment of the Town Council it becomes necessary to abolish any position that is held by a full time regular employee due to a reorganization, lack of work or funds the employee holding said position may be laid off or demoted without disciplinary action and without the right of appeal. Whenever possible, employees will be given at least thirty (30) days notice of any layoff.

24.2. When a layoff involves a position classification held by more than one person, layoffs will be made on a reverse order of seniority. Seniority will be determined by including all periods of full time regular service at or above the classification level where the layoff is to occur. Periods of leave on account of illness or injury for which the employee was entitled to, and did receive, Worker's Compensation benefits shall be included in the calculation of service for seniority purposes.

24.3. An employee affected by a layoff will have the right to displace an employee in the same department who has less seniority in either a lower classification in the same classification series or a lower classification in which the affected employee once had full time regular status. Employees retreating to a lower or similar classification will serve a probationary period as defined in Article 5, unless the employee has successfully completed a probationary period in the same or lower classification. Employees retreating to a lower or similar classification will be placed at a wage range and step for the new position that represents the least loss of pay.

24.4. Persons laid off or demoted in accordance with this policy will have their names kept on a re-employment list for two (2) full years from the date of layoff or demotion. The re-employment list will be used by the Town when a vacancy arises in the same or lower classification of position in the department where the layoff originally occurred before seeking promotional and/or general applications from others.

ARTICLE 25. DRUG-FREE WORKPLACE POLICY:

25.1. The Town maintains a drug and alcohol free workplace pursuant to its Personnel Policies and Procedures.

ARTICLE 26. PERSONNEL FILE INSPECTION:

26.1. An employee may inspect the contents of his/her "Official Personnel File" only by appointment with the Town's Personnel Officer and with the permission of his/her immediate

supervisor. Employees will make every effort not to disrupt the work activities of the Personnel Department or the employee's department when scheduling such a review. An employee may designate another individual to inspect his/her personnel file provided written authorization is submitted to the Personnel Officer.

26.2. The Town will provide copies to employees of reprimands, letters of discipline or other documents reflecting negative information regarding the employees upon their inclusion in personnel files

ARTICLE 27. DISCIPLINARY PROCEDURES:

27.1. The Town believes that any agreement must provide a formalized system based on corrective, progressive discipline. Only an employee who has successfully completed the required probationary period and attained regular employee status shall have the right to file an appeal. Whenever the term "employee" is used it shall mean a regular full time employee who has successfully completed his/her probationary period. Corrective actions are intended to obtain compliance with established rules of conduct. Violations of the rules should be viewed from the perspective that corrective or disciplinary action taken should be limited in severity commensurate with the alleged infraction(s). There are two types of disciplinary action: informal and formal.

27.2. Informal Action - There are three types of informal disciplinary action: oral reprimand, written reprimand or a special performance review. Where a rule, order, standard of conduct or performance requirement has been violated, an oral or written reprimand may be appropriate. The supervisor shall make it clear that the conduct is unacceptable and repetition is inappropriate. If necessary, a warning will be given that stronger informal action may be taken in the future. When oral or written reprimands have failed to correct a pattern of unacceptable behavior, a special performance review may be appropriate. The development of a specific improvement plan, including target dates for correction of unacceptable job performance, is the essential part of this special performance review. Informal disciplinary action shall not be subject to appeal.

27.3. Formal Action - The Town may take formal disciplinary action to suspend, reduce the pay of, demote or dismiss an employee for just cause including but not limited to those grounds specified in the Town's Personnel Policies and Procedures. The procedure for formal disciplinary action shall be as follows:

(a) Initial investigation - An alleged violation of policy, procedure, rules, regulations or laws shall be investigated by the employee's supervisor. The employee's supervisor shall complete a written report of the investigation, including the specific rule, policy or procedure violated, all available facts, statements of witness, and employee's statement. This information shall be forwarded to the next level Manager, typically the Department Head, within ten (10) working days of the initial investigation.

(b) Department Head Review - The Department Head shall review all written documents and other relevant information and may interview the employee to insure that all facts

are adequately addressed. If the facts are accurate, the Department Head shall indicate concurrence or modification of the recommended disciplinary action in writing within three (3) working days.

(c) Town Manager Review - The Town Manager shall review the recommendation of the Department Head and evaluate and determine the appropriateness of the disciplinary action proposed. Following the Town Manager's approval, a Notice of Intent to Render Discipline shall be forwarded by the Department Head to the employee and designated Union representative.

(d) Notice of Intent to Render Discipline - A Notice of Intent to Render Discipline issued to an employee must include the following:

A statement that clearly defines the intent to take action, the specific action to be taken, and the proposed date of the action. In cases of suspension, the proposed beginning and ending time should be stated specifically. A statement of (and preferably the quoting of) the rule or regulation that has allegedly been violated. A statement of the specific action or charges which allegedly constitute a violation of the rule or regulation. A description of the records and documents upon which the proposed action is based, and a statement that the records are attached. Records and documents may not be attached with the notice if voluminous, but will be available to the employee upon request.

(e) Employee response - Upon receipt by an employee of a Notice of Intent to Render Discipline, an employee shall be allowed ten (10) working days from the date of receipt to respond either in writing or orally. The employee shall by his/her signature acknowledge receipt of said notice. Failure to respond within ten (10) working days of receipt of a Notice of Intent to Render Discipline shall forfeit further right of a pre-disciplinary hearing.

(f) Oral response - If the employee, or his/her designated representative, requests the right to respond orally to the Department Head, imposition of proposed discipline shall be deferred until after any meeting. If the employee elects to respond in writing, imposition of discipline shall be deferred until receipt and review by the Department Head of the written response.

(g) Pre-disciplinary hearing - Where a written or oral response has been elected, the Department Head has the responsibility to conduct a pre-disciplinary hearing. It is the Department Head's responsibility to coordinate the scheduling of the investigation including the date, time and place, and forwarding of notices of such information to the employee and designated Union representative within ten (10) working days of the employee's request. The Department Head or designated representative shall conduct the hearing informally and hear appropriate testimony on the specific issues(s) of the appeal. The Department Head's responsibility includes the findings of fact and forwarding of recommendations (s) for disciplinary action to the Town Manager within three (3) working days after the hearing.

(h) Notice of Disciplinary Action - The Town Manager shall consider the findings of fact and recommendation(s) of the Department Head and impose or authorize appropriate disciplinary action. The Town Manager's decision must be determined in writing within two (2) working days after receiving the Department Head's recommendation, and shall be forwarded to the Department Head. The Department Head shall impose the final discipline authorized by the Town Manager by serving the employee a Notice of Disciplinary Action specifying the date(s) upon which the disciplinary action will be imposed. The Notice of Disciplinary Action shall also inform the employee of his/her right to appeal and shall further inform the employee of any time limitations within which the Notice of Appeal must be filed.

(i) Employee appeal - An employee who has received a Notice of Disciplinary Action (for a suspension of more than two days, a reduction in pay step, demotion to a lower job class or dismissal) may, within ten (10) working days of receipt of such notice, appeal the disciplinary action to the Town Manager. The Town Manager shall refer the matter to an impartial hearing officer for the purpose of convening an appeal hearing, developing a record as appropriate, and making a recommendation to the Town Manager. The neutral hearing officer shall be jointly selected by the Town Manager and the appellant (or the Union if it is representing the appellant in his/her appeal). Costs of the hearing officer, and transcript if any, shall be borne equally. The Town Manager shall consider the hearing officer's recommendation, and may adopt the recommendation, or issue any decision in his/her discretion. The Town Manager's decision shall be final.

27.4. General Conditions

(a) An employee may be placed on administrative leave with pay pending the final disposition of any formal disciplinary action at any point in the process.

(b) This procedure shall not preclude emergency suspensions without notice and hearing where the continued presence of the employee would present a hazard to employees, the public or the Town. When an emergency suspension is imposed, the employee shall be assured of due process in accordance with this procedure.

(c) Time limits may be extended by mutual agreement in writing or by the Town Manager when a written request for such an extension is submitted prior to the expiration of the applicable time period.

(d) This is the sole procedure governing discipline and supersedes all previous provisions.

ARTICLE 28. GRIEVANCE PROCEDURE:

28.1. Definition - A grievance shall be defined as any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, excluding the

interpretation of ordinances, resolutions, rules and regulations and other policies adopted by the Town.

28.2. Processing - A grievance shall be processed as follows:

(a) All grievances must be initiated by the affected employee(s) ("grievant(s)"), or by the Union on behalf of one or more employees specified in the grievance, within fifteen (15) days from the date of the action or occurrence giving rise to the grievance or within fifteen (15) days of when the employee(s) knew or could have reasonably discovered such action or occurrence.

(b) Time limits specified in each step of the grievance procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

(c) Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the person to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

(d) All references to "days" are to calendar days.

28.3. Steps of Grievance Procedure.

(a) Step One - The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within fifteen (15) days from the date of the action causing the grievance. The immediate supervisor shall respond within seven (7) days.

(b) Step Two - In the event the employee believes the grievance has not been satisfactorily resolved, the employee or Union shall submit the grievance in writing to the immediate supervisor within seven (7) days after receipt of the immediate supervisor's response at Step One. The written grievance shall:

(1) Fully describe the grievance and how the employee was adversely affected by the Town;
(2) Set forth the section(s) of this MOU allegedly violated;
(3) Indicate the date(s) of the incident(s) grieved; and
(4) Specify the remedy or solution to the grievance sought by the employee.

The immediate supervisor shall respond to the written grievance in writing within seven (7) days of receipt date of the written grievance. The written response shall include a statement of the immediate supervisor's position and the facts upon which it is based and the remedy or correction which has been offered, if any.

(c) Step Three - If the grievant is not satisfied with the response at Step Two, the grievant or Union may, in writing, appeal the decision to the next level supervisor within seven (7) days of the date of the written response at Step Two.

Within five days after receipt of the appeal, the next level supervisor shall meet with the employee and they shall thoroughly discuss the grievance. The next level supervisor shall provide his/her decision in writing within fifteen (15) days after the meeting.

(d) Step Four - If the grievant is not satisfied with the response at Step Three, the grievant or Union may, in writing, appeal the decision to the Department Head within seven (7) days of the date of the written response at Step Three.

Within five days after receipt of the appeal, the Department Head shall meet with the employee and they shall thoroughly discuss the grievance. The Department Head shall provide his/her decision in writing within fifteen (15) days after the meeting.

(e) Step Five - If the grievant is not satisfied with the response at Step Four, the grievant may appeal the decision of the Department Head to the Town Manager; provided, however, that the Union must give written approval of any such appeal. Such appeal must be filed in writing with the Town Manager within ten (10) days of the date of the Department Head's decision. If either the Town or the Union elects, the grievance shall be referred to an impartial hearing officer who shall be jointly selected by the parties. Such hearing officer shall conduct a formal hearing, which shall not be open to the public, and shall prepare a proposed decision. In the event the matter is referred to an impartial hearing officer, the Town Manager shall consider the proposed decision, and may adopt, modify or reject the proposed decision.

28.4. Miscellaneous

(a) All grievances that involve the payment of compensation shall be filed in writing. No adjustment of compensation shall be retroactive for more than sixty (60) days from the date of filing such grievance.

(b) All costs of the hearing officer and the court reporter shall be borne equally by the parties. Each party shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(c) The Town Manager's decision shall be issued in writing and shall be mailed by first class mail, postage prepaid to the grievant together with a certificate of mailing. The decision shall be final on the date of mailing.

(d) The time to seek review of the Town Manager's decision shall be governed by Code of Civil Procedure section 1094.6.

(e) The Town Manager may delegate any responsibility imposed under this MOU section.

(f) If the affected employee agrees, the Union may attend any grievance step meeting with the Town.

ARTICLE 29. NO STRIKE AND NO LOCKOUT:

29.1. During the period of this agreement, there shall be no strikes, work stoppages, slow downs, picketing or similar disruptions in the operations of the Town's facilities either by the Union or the employees.

29.2. No officer or representative of the Union shall authorize, instigate or condone any strikes against the Town while this agreement remains in effect.

29.3. There shall be no lockouts during the term of this agreement by the Town.

29.4. The Town shall be under no obligation to bargain with the Union concerning employees who go on strike or concerning the subject of any strike so long as the strike continues during the term of this agreement.

29.5. The Town may discipline or discharge any employee engaged in strike activities against the Town during the term of this agreement, and such action shall not be subject to review upon any ground other than whether or not the employee participated in such strike activities.

29.6. The Union understands and agrees that it shall be liable for damages, including reasonable attorney's fees and court costs in the event of any unauthorized strike, work stoppage, slowdown, picketing or similar interference with operations of the Town which have been authorized and/or condoned by the Union and which occur during the life of this agreement.

ARTICLE 30. SEVERABILITY AND FLSA SAVINGS:

30.1. Should any part of this agreement be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not effect the remaining portion of this agreement.

30.2. This MOU shall be interpreted to comply with the minimum requirements of the Fair Labor Standards Act (FLSA).

30.3. The Town and the Union believe that this MOU, and all of the Town's related pay practices, comport with the requirements of the FLSA. However, in the event any person initiates litigation claiming that the MOU contains a provision that does not comply with the FLSA, the Town may require a reopener regarding the item at issue to negotiate, as needed, to ensure compliance with the FLSA.

ARTICLE 31. FLEXIBLE STAFFING:

31.1 The Town will designate the following classification series as subject to "flexible staffing:"

a. Maintenance Worker / Maintenance Technician
b. Water System Operator I / Water System Operator II
c. Wastewater System Operator I / Wastewater System Operator II

31.2 The Town reserves the right to designate any positions within these classification series as exempt from flexible staffing. The Town continues to reserve its right to determine the content of job classifications, including without limitation the right to establish minimum qualifications for any job classification.

31.3 Positions designated by the Town as subject to flexible staffing shall be subject to the following:

(a) The Town may fill the position at either the entry or next level, depending on the qualifications and experience of the available applicants, and the Town's needs.

(b) Employees in the entry level classification may "flex" to the next higher level, provided: (1) the Town Manager must approve; (2) the employee must meet the requirements for the higher classification; (3) the employee must possess a current performance evaluation of satisfactory or better in the entry level class, and not be on a performance improvement plan or have a record of discipline; and (4) the Department Head must recommend progression to the next higher classification level.

31.4 An employee hired into a flexibly staffed class series, at the entry level, shall serve a twelve (12) month probationary period. Further, if an employee in a flexibly staffed position does not meet the minimum qualifications of the higher class, the employee may be separated from the Town.

ARTICLE 32. TERM OF AGREEMENT:

This agreement shall become effective as of the date approved by the Town Council, and shall continue in full force and effect through June 30, 2013.

The parties affix their signatures below as constituting mutual agreement and acceptance of this Memorandum of Understanding effective JULY 1, 2011, upon approval by the Town Council.

On behalf of
Town of Windsor:

J. Matthew Mullan, Town Manager

On behalf of
Town of Windsor Employees
Association/AFSCME Local 3910:

Jim Quigley 6-21-11

Recommended by:

James McAdler
Administrative Services Director

Heath Blackwell 6-21-11

George Popyack
AFSCME Local 3910

1665215.1

Appendix "A"

Town of Windsor Job Classifications Represented by AFSCME Local 3910

Accounting Assistant
Accounting Specialist
Administrative Assistant
Assistant Planner
Building Inspector
Communications Specialist
Community Services Leader
Community Services Specialist
Engineering Technician
Human Resources Specialist
Maintenance Mechanic
Maintenance Specialist
Maintenance Worker I
Maintenance Worker II
Meter Reader
Planning Technician
Public Works Inspector
Records Management Specialist
Recreation Program Coordinator
Safety Specialist
Seasonal Aide (full-time regular positions)
Senior Administrative Assistant
Senior Building Inspector
Senior Maintenance Worker
Senior Utility Billing Representative
Senior Utility Maintenance Worker
Senior Wastewater System Operator
Senior Water System Operator
Utility Billing Representative
Utility Maintenance Worker II
Wastewater System Operator I
Wastewater System Operator II
Water Conservation Program Specialist
Water System Operator I
Water System Operator II

Appendix "B"

Town of Windsor - Amended Schedule of Monthly Pay Incentives for Certificates
For Job Classifications Represented by AFSCME Local 3910
Effective: July 1, 2011

Position:	Utility Maintenance Worker II	Senior Maintenance Worker	Water System Operator I	Water System Operator II	Senior Water System Operator	Wastewater System Operator I	Wastewater System Operator II	Senior Wastewater System Operator	All Represented Employees	Maintenance Worker II	Senior Maintenance Worker
WATER OPERATIONS											
DHS Water Distribution Operator Certificate Grade D1	-	-	MQ	-	-	-	-	-	-	-	-
DHS Water Distribution Operator Certificate Grade D2	-	-	$75	MQ**	-	-	-	-	-	-	-
DHS Water Distribution Operator Certificate Grade D3	-	-	125	$125	MQ	-	-	-	-	-	-
DHS Water Distribution Operator Certificate Grade D4	-	-	-	-	$150	-	-	-	-	-	-
DHS Water Treatment Operator Certificate Grade T1	-	-	MQ	-	-	-	-	-	-	-	-
DHS Water Treatment Operator Certificate Grade T2	-	-	$75	MQ	MQ	-	-	-	-	-	-
DHS Water Treatment Operator Certificate Grade T3	-	-	125	125	150	-	-	-	-	-	-
DHS Water Treatment Operator Certificate Grade T4	-	-	-	-	-	-	-	-	-	-	-
DHS Wastewater Treatment Operator Certificate Grade I	-	-	-	-	-	MQ	-	-	-	-	-
DHS Wastewater Treatment Operator Certificate Grade II	-	-	-	-	-	$100	MQ	-	-	-	-
DHS Wastewater Treatment Operator Certificate Grade III	-	-	-	-	-	150	$150	MQ	-	-	-
DHS Wastewater Treatment Operator Certificate Grade IV	-	-	-	-	-	-	-	$150	-	-	-
WATER RECLAMATION OPERATIONS											
CWEA Collection System Maintenance Grade 1	MQ*	$25	-	-	-	25	25	25	-	-	-
CWEA Collection System Maintenance Grade 2	75	75	-	-	-	75	75	75	-	-	-
CWEA Collection System Maintenance Grade 3	125	125	-	-	-	125	125	125	-	-	-
CWEA Collection System Maintenance Grade 4	-	-						-	-	-	-
CWEA WW Treatment Plant Maintenance Grade 1	50	50	-	-	-	50	50	50	-	-	-
CWEA WW Treatment Plant Maintenance Grade 2	100	100	-	-	-	100	100	100	-	-	-
CWEA WW Treatment Plant Maintenance Grade 3	150	150	-	-	-	150	150	150	-	-	-
CWEA WW Treatment Plant Maintenance Grade 4	-	-	-	-	-	-	-	-	-	-	-
CWEA WW Environmental Compliance Inspector Grade 1	-	-	-	-	-	-	25	25	-	-	-
CWEA WW Environmental Compliance Inspector Grade 2	-	-	-	-	-	-	75	75	-	-	-
CWEA WW Environmental Compliance Inspector Grade 3	-	-	-	-	-	-	125	125	-	-	-
PARKS & FACILITIES DIVISION											
Playground Inspection Certificate	-	-	-	-	-	-	-	-	-	$25	$25
Pool Operator Certificate	-	-	-	-	-	-	-	-	-	25	25
Qualified Applicator Certificate or License	-	-	-	-	-	-	-	-	-	25	25
Water Auditor Certification	-	-	-	-	-	-	-	-	-	25	25
ADVANCED EDUCATION											
Bilingual Certificates											
Office staff	-	-	-	-		-	-		$100	-	-
Field staff	-	-	-	-		-	-		50	-	-
Advanced Degrees											
Associate Degree	-	-	-	-		-	-		25	-	-
Bachelor Degree	-	-	-	-		-	-		50	-	-
Master Degree	-	-	-	-		-	-		50	-	-
MONTHLY ALLOWABLE MAXIMUM PER EMPLOYEE	$275	$275	$250	$250	$300	$425	$550	$550	N/A	$100	$100

MQ = Certification level required as minimum qualification

* Employees currently possessing this certificate will keep the incentive pay at $25 for the duration of the 2011 - 2013 MOU, while in current classification.
** Employees currently possessing this certificate will keep the incentive pay at $75 for the duration of the 2011 - 2013 MOU, while in current classification