

**AGREEMENT
BETWEEN**

THE TOWN OF NEW CANAAN CONNECTICUT

AND

**NEW CANAAN TOWN HALL EMPLOYEES
LOCAL 1303-465 of COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO**



July 1, 2014 – June 30, 2017

<u>TABLE OF CONTENTS</u>		<u>Page</u>
ARTICLE 1	RECOGNITION	3
ARTICLE 2	GENERAL CONDITIONS	4
ARTICLE 3	HOURS OF WORK	4
ARTICLE 4	HOLIDAYS	5
ARTICLE 5	VACATIONS	5
ARTICLE 6	SICK TIME	6
ARTICLE 7	PERSONAL DAYS	7
ARTICLE 8	OTHER LEAVES	7
ARTICLE 9	DISCIPLINARY ACTION	8
ARTICLE 10	GRIEVANCE PROCEDURE	8
ARTICLE 11	PROBATION, SENIORITY AND LAYOFF	9
ARTICLE 12	WAGES	10
ARTICLE 13	LONGEVITY	11
ARTICLE 14	INSURANCE AND PENSION	11
ARTICLE 15	UNION SECURITY	15
ARTICLE 16	MANAGEMENT'S RIGHTS	16
ARTICLE 17	SAVINGS CLAUSE	16
ARTICLE 18	DURATION	17
SIGNATURE PAGE		17
APPENDIX A	JOB CLASSIFICATION AND WAGE RATES	
APPENDIX B	PREFERRED PROVIDER PLAN	
APPENDIX C	HIGH DEDUCTIBLE HEALTH PLAN	
APPENDIX D	PENSION DOCUMENT INFO	
APPENDIX E	DEFINED CONTRIBUTION INFO	

AGREEMENT
between
THE TOWN OF NEW CANAAN
- and -
LOCAL 1303-465 NEW CANAAN TOWN HALL EMPLOYEES
COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
AFL-CIO

This Agreement made and entered into by and between the Town of New Canaan, hereinafter called the "TOWN", and Local 1303 of Council #4, of the American Federation of State County and Municipal Employees (AFSCME), AFL-CIO, hereinafter call the "UNION". WHEREAS, the Union has been designated in Connecticut State Board of Labor Relations, Decision No. 4691, dated December 10, 2013, as the collective bargaining representative of a unit of employees of the Town as more specifically hereinafter set forth.

ARTICLE 1
RECOGNITION

1.0 The bargaining unit shall consist of Town employees regularly working twenty (20) or more hours per week in the following positions: Accountant, Staff Accountant, ~~Technology Specialist~~, Assistant Town Clerk, Tax Clerk II, Assessment Technician, ^{Technology Systems} Deputy Assessor, Parking Enforcement Officer, Assistant Zoning Enforcement Officer, ~~Administer~~ Administrative Assistant, Sanitarian, Systems Administrator/Administrative Assistant, Property Management Clerk, Records Clerk, Maintenance Police Department, Assistant Building Inspector, Deputy Building Official, Maintenance Buildings, Maintenance Recreation, Office Manager, Program Manager, Youth Family Service Specialist, Human Services Program Assistant, Senior Outreach Worker; excluding Administrative Assistants to Police Chief and First Selectman, Engineer*, Pension Coordinator, Payroll and Benefits Coordinator, Senior Accountant, Supervisors, Department Heads and all others excluded by MERA, and that said Council 4, AFSCME, AFL-CIO is the exclusive representative of all said employees for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

**excluded pursuant to an election held December 2, 2013.*

ARTICLE 2
GENERAL CONDITIONS

2.0 It is understood that the Code of Ethics and the Employee Handbook dated November 6, 2013, shall govern the relationship of the Town and the Union in all cases unless a specific provision is made in the Agreement which contradicts application of said Rules and Regulations to employment in the area covered by the bargaining agent.

2.1 Neither the Union nor an employee shall take part in or encourage any strike, sit-down, sit-in, slowdown or refusal or stoppage of work during the term of this Agreement. The Town agrees that it will not lockout any employee or employees during the life this Agreement.

ARTICLE 3
HOURS OF WORK

3.0 The normal workweek for all regular full time employees shall be a five (5) day, thirty-five (35) hour work week. Any changes in current schedule will need to be approved by the First Selectman. All new positions will work 8:30am – 4:30pm unless the change in hours are approved by the First Selectman.

3.1 All employees in the bargaining unit are considered hourly, non-salaried employees. All hours worked and/or paid for by the Town in excess of forty (40) hours in any one week shall be paid at the rate of time and one half.

3.2 It is assumed that all offices and facilities of the Town will be open on scheduled workdays unless employees are specifically notified otherwise or a general announcement is made by the First Selectman. Please also refer to the Town Web Site for up to date information on emergencies. During weather related emergencies the Town Hall will endeavor to open as usual. Employees should use their best judgment with regard to the condition of roads while traveling to work. An employee's personal safety is paramount. In the interest of fairness, employees who come in late, or leave before the end of their scheduled work day, will have this lost time counted against their entitlement of time off with pay, (e.g. personal or Vacation days) at the determination of their department Head.

3.3 Any bargaining unit employee that is called in to work during any storm related emergency while other bargaining unit employees are not required to report yet are still paid for the day or part of a day, shall be paid at the rate of one and one-half time for any hours required to work.

3.4 An employee called in to work for any other emergency reason other than outlined above shall be guaranteed a minimum of three (3) hours of work and shall be paid at the overtime rate. This provision shall apply only when the 'call-back' results in

hours worked which are not annexed consecutively to one end or the other of the regular working day.

ARTICLE 4
HOLIDAYS

4.0 The following holidays shall be observed as days off with pay:

- New Year's Day
- Martin Luther King Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

In addition to the above holidays, employees shall be granted other paid holidays when Town Hall is closed by action of the Board of Selectman or First Selectman.

4.1 Holidays falling on a Saturday shall be observed on the preceding day; holidays falling on Sunday shall be observed on Monday.

ARTICLE 5
VACATIONS

5.0 A permanent employee shall be entitled to one (1) day of annual leave (vacation) with pay for each month that the employee is in the employ of the Town, subject to limitations set forth in this Agreement, if any. A probationary employee shall accumulate annual leave at the above rate during his probationary period, but shall not be credited with it until the successful completion of his/her probation.

0 and up to 5 years of service:	12 vacation days per calendar year
Over 5 and up to 15 years of service:	15 vacation days per calendar year
Over 15 years of service:	21 vacation days per calendar year

5.1 Vacation days in excess of two (2) days must be requested 15 days prior to the start of the requested vacation and must be approved in writing or through the ADI system by your supervisor.

5.2 Annual leave shall preferably be taken in the year earned and, with the permission of the department head, may be accrued for a period not to exceed that which is accumulated in two (2) years' time, i.e., 24 working days, 30 working days, or 42 working days depending upon the years of service. Vacations may be taken throughout the year.

5.3 Upon resignation, retirement or death an employee shall be paid the salary equivalent of any accrued unused vacation, limited to two (2) years' accumulation based on the number of days accumulated per calendar year.

ARTICLE 6 SICK TIME

6.0 All permanent and probationary employees shall be entitled to accrue one point zero eight three (1.083) days of sick leave with pay for each month during which the employee is in the employ of the Town to a maximum of thirteen (13) days per year.

6.1 Earned sick leave may be accumulated up to a maximum of 180 days.

6.2 The purpose and intent of sick leave is to provide for the continuance of pay in the event an employee falls ill or is injured and is unable to work or is otherwise covered under this Section. It is not to be interpreted as "accumulated time off".

6.3 Sick leave may be used only in the following cases:

- A. Personal illness or physical incapacity;
- B. Enforced quarantine of the employee in accordance with the community health regulations;
- C. Illness or physical incapacity in the employee's immediate family, up to five (5) days per fiscal year;
- D. To meet dental or medical appointments or other sickness prevention measures which cannot be scheduled at some other time;
- E. Any personal emergency reason, if approved by his/her department head, and such approval shall not be unreasonably withheld.

6.4 Proof of illness may be required by a department head or the Board of Selectmen in the event of an absence for three (3) consecutive working days or in a case of suspected abuse a physician's certificate may be demanded as proof. In the event of prolonged illness or injury, employees may be required to submit proof of continuing illness or injury from time to time.

6.5 The Town shall comply with the provisions of the Federal Family and Medical Leave Act (FMLA) and the Federal Americans with Disabilities Act (ADA) that are applicable to the Town pursuant to federal statutes.

ARTICLE 7
PERSONAL DAYS

7.0 Full-time employees shall be allowed two (2) paid personal day per fiscal year to use at their discretion. Personal days cannot be carried over into the subsequent year and will be lost if not used. Except in the case of an emergency, employees must give their supervisor advance notice when they intend to use their personal day(s).

ARTICLE 8
OTHER LEAVES

8.0 Bereavement Leave – Bargaining unit employees shall be entitled to bereavement leave of three (3) working days in the event of a death in the employee's immediate family. Immediate family, for the purposes of this contract, is defined as spouse, sibling, child or stepchild, parent or step-parent, parent-in-laws, grandparent, or grandchild.

8.1 Jury Duty - Employees required to serve on jury duty shall be compensated for the difference between their regular salary and the amount received from the court after serving jury duty. It shall be the responsibility of the employee to provide records to their Department Head or his/her designee to verify such service.

8.2 Military Leave - The Town shall comply with all applicable federal and/or state laws pertaining to military service for those employees who perform in and return from military service in the United States Armed Forces, the military Reserves, or the National Guard.

8.3 Union Business Leave - Four (4) Union Officers shall be allowed to attend official Union Conferences and Trainings without loss of pay for the period required to attend the function, not to exceed a total of four (4) days per calendar year.

ARTICLE 9
DISCIPLINARY ACTION

9.0 Employees shall not be disciplined or discharged without just cause. Disciplinary actions shall normally follow this order except that severe offenses may result in immediate suspension or discharge:

- A. Verbal Warning
- B. Written Warning
- C. Suspension
- D. Dismissal

9.1 The President of the Union shall be notified in writing of all disciplinary actions taken as soon as practical.

ARTICLE 10
GRIEVANCE PROCEDURE

10.0 A grievance is defined as any dispute between the Union, or an employee represented by the Union, and the Employer over a specific provision in the collective bargaining agreement. A grievance arising between the Employee and the Union, or an employee represented by the Union, shall be settled in the following manner:

- A. Step One - An employee or the Union shall first notify the Department Head in writing, of the nature and facts of the grievance within ten (10) working days from its occurrence. The department head shall make an investigation and inform the employee and the Union in writing of his/her decision and the reasons within five (5) work days after receipt of the grievance.
- B. Step Two - If the employee or the Union is dissatisfied with the Department Head's decision, either the employee or the Union may obtain a review by the First Selectmen or his designee by submitting a request for review within seven (7) calendar days following the receipt of the decision from the department head. Within ten (10) working days of the receipt of the complaint from the employee, the First Selectman or designee shall call a hearing to review the nature and facts of the grievance. The First Selectman or designee may call the employee, Department Head or any other person involved in the grievance to said hearing. Within ten (10) working days of the hearing, the First Selectman or designee shall render a decision in writing to all concerned.

- C. Step Three - If the First Selectman's resolution of the matter is not satisfactory to the Union, at any time within fifteen (15) calendar days after receipt of the decision, the Union may submit such grievance in writing, to the American Arbitration Association, providing that a copy of such arbitration request is provided to the First Selectman at the time the Union requests arbitration.
- D. The decision of the arbitrator shall be final and binding, provided the arbitrator decides only whether or not a specific provision of this Agreement has been violated and in no event shall the arbitrator have the power or authority to modify, alter, amend, add to or detract from any provisions of the Agreement. The cost of filing for arbitration, if any, shall be divided equally between the Town and the Union.

10.1 Nothing shall preclude the Union from taking up grievances of a general nature in the same manner as described herein.

10.2 Any grievance that is not appealed to the next step within the specified time limits, unless both parties agree in writing to an extension, will be considered settled on the basis of the last decision rendered.

ARTICLE 11 **PROBATION, SENIORITY AND LAYOFF**

11.0 All new employees shall have a probationary period of six (6) calendar months which may be extended up to three (3) months by the Town after discussion with the Union, after satisfactory completion of which they shall be classified as a permanent employee. The probationary period for a lateral job change or a promotion shall be three (3) calendar months.

11.1 A new employee may be dismissed from the position, at any time during the probationary period by the First Selectman with or without cause. The employee shall be notified, in writing, of the reasons for the termination and the effective date of the action. The new employee may not appeal his/her removal nor shall the employee or the Union be eligible to utilize the grievance procedure.

11.2 Seniority shall be defined as the length of an employee's continuous service with the Town in a position covered by the bargaining unit since that employee's last date of hire, unbroken by discharge, unauthorized absence, voluntary termination or layoff in excess of the call-back period defined elsewhere herein.

11.3 The Town and the Union hereby recognize the principle of seniority for purposes of vacation preference, layoffs and recall.

11.4 Vacancies to be filled in the appropriate job classifications shall be posted for at least five (5) days internally before going out to the public.

11.5 Layoffs:

A. Necessary layoffs shall be made in the following order:

- 1) Temporary Employees;
- 2) Probationary Employees;
- 3) Permanent employees in the inverse order of employment in the class and department involved.

B. Laid off full-time employees (within classifications) with the most seniority shall be rehired first, and no new employees shall be hired in these classifications until all laid off employees in those classifications have been given an opportunity to return to work. If called back, the employee shall indicate within forty-eight (48) hours whether or not he/she will return, and he/she shall report no later than two (2) weeks after the date of notice.

C. If the Town decides to eliminate a position, the affected employee shall have the right to bump a less senior employee in the classification effected in the same Department and in the same or a lower wage grade, provided the employee is fully qualified to perform the work available. The bumped employee, in turn, may bump a less senior employee in the same classification and Department in the same or a lower wage grade, provided the employee is fully qualified to perform the work. If no positions are available for which the employee is fully qualified, he/she shall be laid off.

D. An employee shall retain seniority status and right to recall for eighteen (18) months following the date of layoff.

ARTICLE 12 WAGES

12.0 Wage rates shall be listed on the Job Classification and Hourly Rates attached hereto as Appendix A.

12.1 Wages during the term of this agreement shall increase as follows:

- A. Effective and retroactive to July 1, 2014: one and one half (1.50%) percent;
- B. Effective July 1, 2015: one and one half (1.50%) percent;
- C. Effective July 1, 2016: two (2.0%) percent.

12.2 Employees not at Top Step shall continue to move up one step each July 1st until Top Step is reached.

ARTICLE 13
LONGEVITY

13.0 All bargaining unit employees shall receive an extra annual premium each year for longevity based on the following:

- After 5 years of service: two hundred dollars (\$200.00)
- After 10 years of service: three hundred dollars (\$300.00)
- After 15 years of service: four hundred dollars (\$400.00)
- After 20 years of service: five hundred dollars (\$500.00)

13.1 Fifty (50%) percent of the above amount is paid in the first payroll in June, and the second fifty (50%) percent is paid in the first payroll in December.

13.2 All new employees hired after January 1, 2015 will not be eligible for longevity.

ARTICLE 14
INSURANCE AND PENSION

14.0 All employees of the bargaining unit shall become members of the Town Group Insurance Plan upon completion of one (1) month of continuous active service. Upon proper application, Insurance Plan benefits are extended to dependents of eligible employees.

14.1 The Town Group Insurance Plans shall consist of the following:

- A. Option A - Preferred Plan (Attached as Appendix B) – PPO plan with changes effective January 1, 2015;
- B. Option B - HSA Plan (Attached as Appendix C) - The HSA Plan shall have \$2,000/\$4,000 deductibles of which the Town shall pay sixty nine point nine (69.9%) percent). The HSA Plan shall be the only option available for bargaining unit employees hired after July 1, 2014.

14.2 The plans are available with the following premium sharing:

PPO Premium Contribution:

- A. Effective and retroactive to July 1, 2014, the annual premium cost sharing for the employee shall be fifteen percent (15%) of the single plus one premium cost, eighty five percent (85%) for the Town;
- B. Effective July 1, 2015, the annual premium cost sharing for the employee shall be sixteen percent (16%) for the employee of the single plus one premium cost, eighty four percent (84%) for the Town;

- C. Effective July 1, 2016, the annual premium cost sharing for the employee shall be seventeen percent (17%) for the employee of the single plus one premium cost, eighty three percent (83%) for the Town.

HSA Premium Contributions:

- D. Effective and retroactive to July 1, 2014, the annual premium cost sharing for the employee shall be nine percent (9%) for the employee of the single plus one premium cost, ninety one percent (91%) for the Town;
- E. Effective July 1, 2015, the annual premium cost sharing shall be ten percent (10%) for the employee of the single plus one premium cost, ninety percent (90%) for the Town;
- F. Effective July 1, 2016, the annual premium cost sharing shall be eleven percent (11%) for the employee of the single plus one premium cost, eighty nine percent (89%) for the Town.
- G. In the event that seventy five percent (75%) or more of the entire bargaining unit are enrolled in the HSA Plan (Option B), the premium cost sharing for the HSA shall be reduced by one percent (1%).

Effective January 1, 2015, all new hires who are smokers or otherwise use tobacco products, and those who are morbidly obese, shall contribute an additional two percent (2%) towards the cost of insurance.

14.3 Dental Care

- A. Dental Care benefits with a \$50.00 deductible per person and \$100.00 deductible per family per calendar year for all services. Preventative, Diagnostic and Therapeutic Services and Fillings will be paid by the Plan as specified at 100%. Prosthetic and Restorative services are subject to an 80% / 20% co-insurance after deductible up to a \$1,500.00 maximum per person per calendar year. The Town shall contribute twenty-five (25%) percent of the cost for one dependant.

14.4 Life Insurance

- A. Group Life Insurance and Accidental Death and Dismemberment Insurance shall be paid for by the Town in the amount of two (2) times each employee's annual base salary up to a maximum of \$100,000. Employees shall have the option of purchasing additional coverage up to three (3) times annual salary not to exceed \$250,000, through payroll deduction, at the full cost of the additional insurance.

14.5 Each Union member will have the option to elect to not have medical and dental insurance provided to the member and his family by the Town of New Canaan. If the member elects to choose no medical insurance, the member must provide proof of alternative medical insurance for the member and their family. Once proof is provided and verified, the Town of New Canaan will compensate the member three thousand dollars (\$3,000.00). The payments shall be paid in the first paycheck in December and the first paycheck in June for each year. All members will have the option of choosing their coverage once each year on the open enrollment date or anything during the year for a qualifying life event.

14.6 The Town of New Canaan will offer all full-time employees Flexible Spending Accounts.

14.7 Notwithstanding any other provision in the Agreement to the contrary, the Town may change or substitute insurance carriers, self-insurance, administrators or managed care organizations for the above-referenced health benefit programs as long as the programs (meaning coverages, benefits and administration, i.e., timeliness of payments and claims processing) provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall not be less than the programs available to employees under the group health insurance policies described elsewhere in this Agreement. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc., shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. The change in carriers may result in a disruption of access to providers. The Town will provide a copy of a disruption report developed by the carrier(s) who are under consideration. The disruption report will compare the provider network of the carrier(s) under consideration to that of the current carrier provider network. This report will be based on all the providers in the various carriers' networks. It will be based on the percentage of match of providers from the physician encounters based upon the prior year's visits. This report will then be compared to the provider network extended by the new carrier under consideration. The new carrier network must have a 90% or better match of the top 100 physicians, in terms of encounters (number of visits). Of the physicians who are not in this network match, no more than three (3) such physicians can be in any one specialty or discipline. In addition, 100% of the general hospitals in Connecticut shall be in the network for the program under consideration. Furthermore, a change in formulary shall be considered equivalent if at least 90 of the 100 drugs most commonly used by volume by the bargaining unit members shall be included in the formulary. The Town will notify the union at least sixty (60) days in advance before making any changes in medical carrier/coverage. The Union shall have the right to grieve any change in medical carrier/coverage to determine if the alternate medical carrier/plan is lesser than the replaced program under the group health insurance policies described above in Section 1. The Town shall have the right to implement the alternate plan pending resolution of the grievance

14.8 Pension

- A. For employees hired before July 1, 2011, pension benefits shall be granted in accordance with "The Funded Retirement Plan of the Town of New Canaan, Connecticut" and the "Town of New Canaan Benefit Plan for Widows and Dependents", effective July 1, 1989, with amendments thereto (collectively "the Town of New Canaan Pension Plan" or "the Pension Plan") with benefits defined/outlined for Non-Bargained employees in effect as of July 1, 2012, shall govern benefits for this bargaining unit.

B. Pension Contributions

1. Effective January 1, 2015, the employee contribution to the Pension Plan shall be one percent (1.0%).
2. Effective January 1, 2016, employee contributions to the Pension Plan shall be one and three-quarters percent (1.75%).
3. Effective January 1, 2017, employee contributions to the Pension Plan shall be two and one-half percent (2.50%).
4. Effective June 30, 2017, employee contributions to the Pension Plan shall be three percent (3.0%).

14.9 Defined Contribution Plan

- A. Employees hired on or after January 1, 2011 will receive a defined contribution plan, subject to employee contribution and will not participate in the Town of New Canaan Pension Plan.
- B. The Town will match the employee's contribution up to six (6%) percent of the employee's base salary each fiscal year.

14.10 Retiree Health Insurance

- A. Upon retirement under the Town Pension Plan referred to above for any bargaining unit employee, the Town shall continue to provide single coverage only and pay the Town's portion of the co-share for single plus one coverage under the medical plan in effect for the bargaining unit, until said employee reaches Medicare eligibility.
- B. The retired employee shall have the option of purchasing the same insurance coverage that is available to him or her for their spouse until their spouse reaches age 65. The Town shall contribute an annual stipend of \$2,250, payable directly to the insurance carrier, toward the cost of such spousal coverage. The employee shall be responsible for paying the additional cost above the \$2,250 amount. In the event the retired member has comparable benefits available at no additional cost to him or her (resulting from his or her subsequent employment, or through the employment of his or her spouse) the benefits provided under this Section will be suspended.
- C. Upon reaching Medicare eligibility age for any retired employee, the Town shall provide a Medicare Supplement Plan. The employee shall contribute towards the cost of such coverage, the same cost share percentage contributed by active bargaining unit members on the PPO plan. Employees hired after January 1, 2015 shall contribute fifty (50%) percent to the cost.

14.11 Other Post-Employment Benefits Contributions

- A. Effective July 1, 2015, each employee shall contribute one-half of one percent (0.50%) of salary to the Town's Other Post-Employment Benefits Trust.
- B. Effective July 1, 2016, the employee contribution shall increase to three-quarters of one percent (0.75%) of salary.

ARTICLE 15
UNION SECURITY

15.0 All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay a service fee for the duration of this Agreement or any extension thereof, within thirty (30) days of the employee's date of hire or the effective date of this Agreement, whichever is later. Employees may discontinue membership in the Union but shall, as a condition of continued employment, pay a service fee. Said fee shall be no greater than the existing Union dues and shall be an amount determined by the Union in accordance with applicable law.

15.1 The Town agrees to make monthly deductions from the paycheck of each employee covered by this agreement who has signed an authorized payroll deduction card.

15.2 The deduction will be made on a regular monthly basis in the amount specified by the Union and shall be remitted to the AFSCME Treasurer of Local 1303 in a uniform monthly basis.

15.3 The monthly remittance to the Union will be accompanied by a list of names of employees and job titles whose dues deductions have been made.

15.4 The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.

15.5 The Town shall prepare a list of bargaining unit employees showing their date of hire and seniority in length of service with the Town and deliver the same to the Union Local on September 1 of each year. Upon completion of their probationary period, new employees shall be added to this list.

ARTICLE 16
MANAGEMENT'S RIGHTS

16.0 The Town as employer shall have the sole and exclusive right to manage and direct affairs and work force. These rights shall include, but not be limited to, the right to hire, layoff, promote, suspend or demote, discipline, or discharge for proper cause; to transfer or to assign; to determine the extent to which facilities are operated, including but not limited to, the determination of the work to be assigned to each employee and the work to be contracted out; to establish and change methods, work schedules, equipment, materials, or processes, to extend, limit, or curtail its operations when it may deem it advisable to do so; to classify employees and designate foremen and supervisors; to judge the quality of work performed and to determine merit increases; to change job content; to create new qualifications; to establish wage rates for new or changed jobs; and to excise any other function of management not expressly limited by the clear and explicit language of some other provision of this Agreement.

ARTICLE 17
SAVINGS CLAUSE

17.0 In the event any article, section or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof directly specified in the court's decision. Upon issuance of such a decision and upon request by either party, the parties agree to meet as soon as possible for the purpose of negotiating a substitute for the invalidated article, section or portion thereof.

ARTICLE 18
DURATION

18.0 Duration

- A. The provisions of this Agreement shall be effective July 1, 2014, and shall continue in full force and effect until June 30, 2017 or any extension thereof.
- B. Negotiations for a successor agreement shall commence in accordance with applicable law.
- C. This Agreement may be altered or modified only by mutual written agreement of the parties.

SIGNATURES:

Dated at New Canaan, Connecticut on this the 22 day of December 2014.

For the Town of New Canaan

For Local 1303-465, Council 4 AFSCME,
AFL-CIO

A.S. Miller III
Signed:

[Signature]
Signed:

Cheryl Jones
Signed:

Janet R. Donohue, President
Signed:

Signed:

[Signature]
Signed:

Debra B. Lyon, Treas.
Signed:

Leo H. McKeon
Signed: