

**AGREEMENT**  
**BETWEEN**  
**TOWN OF NEW MILFORD**  
**and**  
**LOCAL UNION NO. 677**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**July 1, 2019 – June 30, 2023**

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## **AGREEMENT**

This Agreement is made by and between the Town of New Milford, Connecticut (hereinafter referred to as the "Employer") and the Local Union No. 677, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the "Union"). For purposes of this agreement, the term "he" shall apply to both male and female employees.

### **ARTICLE I RECOGNITION**

**1.01** Pursuant to an election held under the auspices of the Connecticut State Board of Labor Relations on March 15, 1966 and certification thereafter by said Board, the Employer agrees to and does hereby recognize the Union as the exclusive representative of all employees of the Highway Department (except the Highway Superintendent and Highway Foreman), Recycling Department and full time employees of the Parks and Recreation Department classified as Working Foreman, Parks Maintainer I and II, as defined by the Act, for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and working conditions.

### **ARTICLE II MANAGEMENT RIGHTS**

- 2.01** The Employer reserves to itself all the customary functions of management, including but without limitation, the direction of the working forces, the setting of working schedules, the right to hire, promote, transfer, lay-off for lack of work or other legitimate reasons, discipline or discharge for just cause, to take any action which it deems appropriate in the management of the functions of the New Milford Highway and Parks and Recreation Departments and Recycling Facility in accordance with its judgment, provided this will not be used to discriminate against the Union or any of the employees or to avoid any of the provisions of this Agreement.
- 2.02** The Employer shall not be required or obligated to purchase materials or supplies or to contract for any work permitted under this Agreement with firms or companies which employ union affiliated employees, it being expressly understood and agreed that the Employer reserves to itself the sole and exclusive right to select such suppliers of services and materials as the representatives of the Employer shall deem to be in the best interests of the Town of New Milford.

### **ARTICLE III UNION STEWARD**

**3.01** The Employer recognizes the right of the Union to designate (2) Union Stewards for the Highway Department and (1) Union Steward for the Park and Recreation Department and (1) alternate. The authority of the Union Stewards and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- B. The collection of dues when authorized by appropriate Local Union action.
- C. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information
  - (i) have been reduced to writing, or
  - (ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Union Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business.

**3.02** The Employer recognizes these limitations upon the authority of Union Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, without warning notice, including discharge, in the event the shop steward has taken strike action, slowdown, or work stoppage, or any other action interrupting the Employer's business in violation of this Agreement.

- A. Three (3) Union Stewards shall be selected from among the employees in the bargaining unit. The Union shall furnish the Employer with the name of its Stewards and shall notify the Employer of any and all changes in writing.
- B. The Union Stewards shall have top seniority for purposes of layoff and recall for as long as they remain a Steward.
- C. The Union Steward may be permitted to investigate or process grievances or complaints at the end of the workday, providing that there is no interference with or interruption of the production and the efficiency of the Employer operations. The Steward must secure the permission of the Employer before leaving the job for grievance purposes. If, in the opinion of the Employer, this privilege is abused, the Employer may rescind this privilege upon notification to the Union.

#### **ARTICLE IV** **ACCESS**

**4.01** No representative of the Union shall interfere in any way with the work of any employee, steward, or alternate, unless by prior arrangement and permission of the Public Works Director, The Parks and Recreation Director or Assistant Director or designee, which permission shall not be unreasonably withheld.

**ARTICLE V**  
**UNION SECURITY**

**5.01**

- A. All present employees of the bargaining unit who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment. All future employees who are hired for work in the classifications specified herein, and who work twenty (20) or more hours each week, may become and remain members of good standing by payment of the required initiation fees and regular monthly dues of the Union on the thirty-first (31<sup>st</sup>) day following the execution of this Agreement, or the date of employment whichever is the later, and may thereafter maintain such good dues standing for the term of this Agreement.
  
- B. When the Employer needs additional, full-time employees, the Employer shall give the Union equal opportunity with all other outside sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

**Voluntary Checkoff**

**5.02**

Upon receipt of proper voluntary written individual authorization, the Employer will deduct monthly dues from the pay of Union members, from the payroll for the first week beginning in each calendar month. The amounts so deducted will be remitted to the Secretary-Treasurer of the Union together with a list of employees from whose wages deductions were made and the amounts deducted.

“Administrative Dues”: The Employer agrees to deduct the amount of five cents (.05) per hour for each hour worked; the maximum bi-weekly deduction shall not exceed Four dollars (\$4.00), from the bi-weekly pay of each employee who shall have authorized such deduction, in writing, as “Administrative Dues”. Deductions shall be made from the pay of each employee within the scope of the bargaining unit and covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so, in writing, on an administrative dues authorization form which is furnished to the Employer by the union.

**5.03**

In consideration of the Employer entering into the provisions of this Article, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs, to the Employer that arise out of entering into or enforcement of this.

**ARTICLE VI**  
**HOURS OF WORK AND OVERTIME**

**6.01 Work Days and Work Week**

- A. Highway Department: Five (5) eight (8) hour days shall constitute a normal work week, Monday through Friday. The regular work day shall be 6:30 A.M. to 3:00 P.M. Employees will eat their lunch at the worksite unless otherwise designated by their supervisor. Employees shall be granted two rest periods at the job site not to exceed fifteen minutes; between the 2<sup>nd</sup> and 3<sup>rd</sup> hour of the work day and the 5<sup>th</sup> and 6<sup>th</sup> hour of the work day unless otherwise designated by their immediate supervisor.
- B. Parks and Recreation Department: Five (5) eight (8) hour days shall constitute a normal work-week, Monday through Friday. The regular work day from October 1, through April 30 shall be from 7:30 A.M. to 4:00 P.M. with a half hour unpaid lunch to start between the 4<sup>th</sup> and 5<sup>th</sup> hour worked unless otherwise designated by their immediate supervisor. From May 1st through September 30th, Employees shall work from 6:30 A.M. to 3:00 P.M. .. Employees will eat their lunch at the worksite unless otherwise designated by their supervisor. Employees shall be granted two rest periods at the job site not to exceed fifteen minutes; between the 2<sup>nd</sup> and 3<sup>rd</sup> hour of the work day and the 5<sup>th</sup> and 6<sup>th</sup> hour of the work day unless otherwise designated by their immediate supervisor.
- C. Recycling Facility: Five eight (8) hour days shall constitute a normal work-week, Tuesday through Saturday. The regular work-day shall be from 7:00 A.M. to 3:30 P.M. Tuesday through Saturday, with a half hour unpaid lunch in shifts between the 4<sup>th</sup> and 5<sup>th</sup> hour worked. With at least two months' notice from the Town, the normal work day may be changed to 8:00 A.M. to 4:30 P.M. for all days.
- D. An employee reporting for work on a regular work-day shall receive at least eight (8) hours work or pay unless he leaves of his own volition or if the employee shows up for work without proper safety equipment or a valid license(s)
- E. Overtime shall be paid at one and one-half (1 ½) times the employee's regular hourly rate for all hours worked outside of the regular work day, and double time for holidays and Sunday, provided it is the 7<sup>th</sup> consecutive day worked (i.e. not including sick time). For the purpose of this section, double time pay applies on the actual day of the holiday, not the date it is being observed. The overtime and holiday pay herein shall be non-accumulative, and the employee shall receive the higher of the two rates set forth herein if both are applicable.

**6.02** Whenever possible, if work is scheduled for Saturday, employees who do not regularly work on Saturday will be notified by the end of the regular workday on Thursday.

**6.03** Highway and Recycling Center Overtime – Overtime will be distributed on an equitable basis within the department providing the employee can perform the job. The overtime list will be arranged in order of seniority by date of hire and will be rotated continuously from July 1 through June 30 each year. There will be a sign up sheet for available overtime at the Recycling Center when said overtime is needed which shall be determined by Management. Employees can volunteer for available dates. In the event

there is more than one volunteer, the employee with the least amount of overtime will be awarded the opportunity. In the event there is more than one volunteer with the same amount of overtime, the most senior employee will be awarded the overtime. In the event there are no volunteers, the employee with the least amount of seniority will be forced to take the overtime work. An employee who is working on a job at the time of the normal working shift will continue that assignment if overtime is required immediately following the end of the normal shift. For the purposes of overtime distribution, the Recycling Center is included within the Highway Department. An employee who refuses overtime will be charged as if overtime had been worked. An employee who is called for overtime and does not respond within the allotted time frame will also be charged as if he had worked.. Teamsters who are assigned to sweeping during the day shall be given preference for sweeping overtime specifically. The Town will post sweeping opportunities by March 1 of each year for the upcoming sweeping season. Union Stewards will verify calls made to members for overtime.

- 6.04** Any vacancies that exist after all employees have volunteered will be filled by management assigning qualified employees by inverse order of seniority on a rotational basis until the vacancies are filled. The overtime list will be maintained by management and updated when overtime is assigned. The Union Steward, upon request, may review the list each week. The list will be posted on a monthly basis.
- 6.05** Employees required to work ten (10) continuous hours or longer will be allowed a one-half hour meal time with pay. During emergency operations requiring employees to work extended hours outside of their regular work-day, employees will be given paid breaks equivalent to one hour for every 4 hours worked. Such breaks will be taken at specified times as determined by the Highway Superintendent or Parks and Recreation Director. The Town may provide a meal after 10 consecutive hours of service at a Town-approved rate. The provision is not subject to the grievance procedure.
- 6.06** The work week and work day herein shall not be construed to limit overtime and employee shall be expected to meet weekly and daily overtime work schedules. The Employer shall determine when overtime shall be worked and the employees agree to honor any fair and reasonable request to work overtime
- 6.07** Any employee required to report for emergency work who have been notified at least two (2) hours prior to the regular work schedule or on Saturday, Sunday, or a holiday shall be guaranteed a minimum of three (3) hours work or three (3) hours pay at the applicable rate of pay for such day. An employee desiring to leave of his own volition with the consent of the Employer shall be paid only for time actually worked.
- 6.08** Emergency Call – In Response Time – Once called for emergency duty, the employee must clock in within one hour of being called unless prior arrangements are made with the Highway Forman failure to report may result in disciplinary action.
- 6.09** Early Release – Early release with pay is permissible during winter operations only after the employee has worked extended hours of overtime at the sole discretion of the Director of Public Works. This provision is not subject to the grievance procedure.

## ARTICLE VII

## LABOR GRADES, JOB DESCRIPTIONS, AND WAGES

- 7.01** The operation of certain types of equipment and other job assignments have been assigned to specific labor grades which are contained in Appendix A and attached hereto.
- 7.02** Wages. The hourly wage rates are set forth in Appendix B.
- A. An employee assigned as Crew Chief in the Highway Department will be paid at a rate of fifty cents (.50) per hour above Labor Grade I.
  - B. Any employee who is temporarily changed from his classification by the Highway Superintendent or Director of Parks and Recreation to a higher classification for four hours or more, shall be paid at the higher rate for the time at which he works on the higher classified job. This does not include any time spent in a higher classification for on-the-job training. If, however, an employee is asked temporarily to do work in a lower classification, he shall not be reduced except in cases where he bids the lower classified job or is transferred or assigned to such work permanently.
  - C. When doing new construction or major construction on bridges or major buildings, the following rates will apply: The employee in charge shall receive crew chief rate, and all others will receive a rate no lower than Labor Grade I. The Highway Superintendent must sign-off on these new rates.
  - D. The Town may establish a starting rate for new employees that shall not be less than \$1.00 per hour than the scheduled rates for the first ninety (90) days of active employment nor shall the rate be more than \$.50 per hour below the scheduled rates for the second ninety (90) days of employment.
  - E. The following labor grades will be made available for the Highway workers, and shall be filled in accordance with the seniority and qualifications requirements of section 14.05.
    - Grade I – 8 Employees
    - Grade II – The Remainder
  - F. All Maintainer I or II who meet or exceed the qualifications necessary for a Labor Grade II and who are and remain available and qualified to work all Town snow equipment shall be paid at the Labor Grade II levels between November 15 and April 15. The Director of Public Works shall have discretion in exempting certain training requirements on equipment that Maintainers are not expected to work.
  - G. The Town may establish positions for seasonal help that shall be able to drive snowplows and operate equipment so long as all regular employees are called and notified of the need and given first right of refusal. No local Teamster shall be denied work and given to a seasonal employee. Seasonal employees shall only be eligible to work when all other Teamsters have been given assignments. The Town will offer seasonal help to Teamsters outside the bargaining unit as available and brought to the attention of the Town by the Union.



7.03 The Union Stewards and the Business Agent will be notified by management in writing when an employee's classification is changed.

7.04 Employees hired prior to 7/1/2019 who have completed the stated years of continuous service shall be entitled to longevity pay as follows:

Ten (10) years through fourteen (14) years of continuous service - \$200.00

Fifteen (15) years through nineteen (19) years of continuous service - \$300.00

Twenty (20) years or more of continuous service - \$400.00

Said pay shall be non-accumulative and shall be paid to the employee at the first payroll period in December of each year.

Employees hired after 7/1/2019 shall not be entitled to longevity pay.

## **ARTICLE VIII** **HEALTH AND WELFARE**

8.1 Commencing with the first day of July, 2019, and for the duration of the current collective bargaining Agreement and renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Local 677 Health and Services & Insurance Plan, 1871 Baldwin St., Waterbury, Conn. 06706, for each and every employee performing work within the scope of and/or covered by the collective bargaining agreement, whether such employee is regular, probationary, or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining Agreement as follows:

Commencing July 1, 2019, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of **\$10.20 per hour** for each hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours.

Commencing July 1, 2020, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of **\$10.20 per hour** figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours.

Commencing July 1, 2021, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of **\$10.20 per hour** figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours.

Commencing July 1, 2022, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of **\$10.50 per hour** figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours.

For the purpose of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour as well as hours of paid vacation, paid holidays or other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution of 40 hours for a period of (4) four weeks.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to Health Services & Insurance Plan.

If the Employer fails to make contributions to the Health Services & Insurance Plan within 5 business days after the notice of delinquency has been sent to the Employer in writing, the Local Union shall take whatever steps are necessary to secure compliance with this Article. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

The Employer agrees to and has executed a copy of the Agreement and Declaration of Trust of Teamsters Local 677 Health & Welfare Fund. The Employer and Union which are signators hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

All employees covered by this Agreement will have paid to said Health Services & Insurance Plan no less than a payment for forty (40) hours per week.

**8.02** If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of 32 hours for a period of (12) weeks after all sick days are used up. The employer will pay 40 hours of contributions at the rate for weeks that the employee is entitled to sick pay. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of 32 hours shall not be paid for a period of more than twelve (12) months.

**8.03** All contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services & Insurance Plan. If an Employer fails to make contributions to the Health Services & Insurance Plan within 72 hours after notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of the Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

- 8.04** The Employer and the Union which are signatories hereto ratify the designation of the Employer and Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.
- 8.05** The Patient Protection and Affordable Care Act (PPACA) has set forth and codified under Internal Revenue Code (“IRC”) Sec. 49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. If the total cost of the group health plan or plans offered under the Agreement triggers an excise tax under the Internal Revenue Code Section 49810, including any successor thereto, or any other local, state or federal statute or regulation or if the coverage does not meet the minimum value affordability requirements under the Patient Protection Act and Affordable Care Act (“ACA”), the Employer shall have the right to promptly discontinue that plan and/or substitute a plan or plans that avoid the imposition of the tax and meets the ACA minimum value affordability requirements. If the Union is not satisfied with the substitute plan or plans after implementation, it shall have the right to reopen the Agreement for the sole purpose of negotiating some other plan or plans with a total combined cost that falls below the excise tax thresholds and meets the ACA minimum value affordability requirements. Any impasse in bargaining with respect to the substitute plan or plans shall be subject to Binding Arbitration under the procedures stated elsewhere, herein.

## **ARTICLE IX** **PENSIONS**

**9.01** All Highway, Parks and Recreation and Recycling employees are covered by the Town of New Milford Pension Plan as applicable to these Town employees. Any modifications to this Pension Plan are applicable universally to all participants. The following plan amendments apply to all employees who are members of this bargaining unit:

A. The normal retirement date shall be the earlier of the following:

- a) Age 65+5 years of service: or
- b) Employee’s age at retirement + years of service = 84 (Rule of 84)

B. The annual normal retirement benefit shall be calculated as follows:

Years of Service x 2.1% effective 7-1-12 x Final Average Compensation (3 highest consecutive years of the past 10 years) beginning July 1, 2008.

C. Employees shall contribute 2% of their base wage as pension contributions. Said contribution shall be subject to IRS 414(h) pre-tax conversion.

D. All other matters, terms and conditions of the current pension plan that are not specifically addressed herein shall remain status quo for the duration of this Agreement.

## **ARTICLE X** **HOLIDAYS & VACATIONS**

**10.01** Holidays

- A. All Highway and Park and Recreation employees will receive the paid holidays as long as the employee has actually worked the day before and the day after a holiday.

Provided, however, such absences that are caused by an illness verified in writing by the absent employee's physician, shall not automatically result in the loss of holiday pay. It is the employee's responsibility to provide a physician's note on the first day the employee returns to work. Any employee who fails to bring the note, or who has abused the policy, may be denied the holiday pay at the discretion of the Director of Public Works or Park and Recreation.

All Highway and Park and Recreation employees shall receive the following holidays off with eight (8) hours pay at their straight time rate of pay:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Christmas Day	

#### 10.02 Vacations

- A. Full time employees will be eligible for vacations during a fiscal year based on the following schedule.

1. Vacation time will be accrued from the date of hire at the rate of one (1) day for each two (2) months of continuous employment for the first ten months. Vacation time will only become available upon the successful completion of six months of continuous service. Vacation will accrue as follows:

<u>Months/Years of Service</u>	<u>Number of Vacation Days</u>
6 months	3 days
8 months	1 additional day
10 months	1 additional day
1 year	5 additional days
TOTAL IN YEAR 1	10 Vacation days

There will be no credit for portions of two (2) months of service during the first year of employment. That is, an employee will not earn ½ day for 1 month of completed service.

2. An employee who has attained one year of service, but less than two (2) will receive 5 vacation days at the beginning of the fiscal year in which the employee's second anniversary falls.
3. Thereafter, vacation time will accrue as detailed below. In any year where an employee's anniversary increases the amount of vacation time earned, the

additional time will be accrued on the employee's anniversary date of employment. Vacation is paid in halves and wholes.

<u>Years of continuous Service</u>	<u>Vacation Weeks/Days Accrued</u>
2-5 years of service	two weeks/10 days
6-14 years of service	three weeks/15 days
15-20 years of service	four weeks/20 days
21 years of service	four weeks+1 day/21 days
22 years of service	four weeks+2 days/22 days
23 years of service	four weeks+3 days/23 days
24 years of service	four weeks+4 days/24 days
25 years of service or more	five weeks/25 days

- B. An employee who is absent as a result of unpaid leave for a non-work related illness or injury in the prior fiscal year shall accrue vacation on a pro-rata basis based on the time worked that year.
- C. Employees may receive vacation pay before leaving for vacation. It is the employee's responsibility to submit a time card for advance vacation pay the Monday prior to the last pay-day before his/her approved vacation.
- D. Employees shall bid their vacations in order of their seniority. The Employer will post a vacation schedule together with the seniority list. Vacations of one (1) week or more will be bid by seniority by January 1 of each year. Single vacation and/or personal days shall not be submitted more than 2 months in advance and shall be approved based on Seniority. All vacation time needs to be approved by management in writing and is subject to adequate man power available for staffing.
- E. A carry over of five (5) vacation days may be made from one fiscal year to the next.
- F. In case of the death of an employee, all earned vacation pay for previous and current years shall be paid to spouse or to his estate pro-rata. Any employee terminated for any reason shall be paid for all earned vacation pro-rata.
- G. The Town shall limit the number of Teamsters who request to be unavailable due to vacation time from November 15 through April 15. Vacation time shall be approved based on employee availability.

**ARTICLE XI**  
**LEAVE PROVISIONS**

**11.01 Sick Leave Income Protection Plan**

It is recognized that from time to time an employee may be stricken with a disabling illness or injury that will prevent the employee from performing the requirements of the job. In such instances, it is the intention of the parties to minimize the financial impact of absence from work.

- A. At the start of each fiscal year, the employee shall be credited with ten (10) days towards the sick leave account until such time as the account reaches a maximum of one hundred twenty (120) for those hired on or after July 1, 2015 and two hundred days for those employees hired before July 1, 2015 when the accumulation shall cease.
- B. Employees who are absent due to a non-work related disabling illness or injury for three (3) or more days (excluding holidays) and who are under the care of a medical doctor, shall have such absence charged against the sick leave account and shall be paid for those days provided there are days still credited to the account. The first three days of absence due to a work-related injury (not including the date of injury which is paid for by the Town), shall also be charged against the personal days as set forth in Section 11.01(C) herein unless Workers' Compensation benefits are paid. In the event the employee is a new hire and has not yet worked 6 consecutive months and has not taken any sick leave, the Town will cover up to the first 3 days only for a work-related injury/illness.
- C. Employees who are absent due to a non-work related disabling illness or injury for periods of four (4) consecutive days or less shall be paid for such days up to a maximum of eight (8) days each fiscal year. Employees may use all of the eight (8) days as personal days, the use of which is set forth in section 11.07 herein. If an employee does not use the days the unused days shall be credited to the sick leave account at the rate of one and one-half (1 ½) days for each unused day up to the maximum accumulation of one hundred twenty (120) for those hired on or after July 1, 2015 and two hundred days (200) for those hired before July 1, 2015..
- D. In the case of death or retirement, thirty percent (30%) of the accumulated sick/personal days will be paid to the employee or the employee's spouse or estate. For purposes of this section of the Agreement, the term retirement shall be utilized if the employee has worked a minimum of ten (10) continuous years of service.
- E. A doctor's certificate is required from any employee who uses (3) or more consecutive sick days or if the employee has used all of the sick or personal days and then requests additional time off (using vacation time or without pay) if the supervisor has a reasonable suspicion that the sick leave program is being abused.
- F. Employees will be eligible to use any and all sick bank time for paternity leave with medical documentation
- G. Use of vacation time is mandatory if sick or personal days are used up.
- H. If an employee illness or injury, both work-related and non-work-related, results in a disability and the medical prognosis indicates that the employee will not be able to return to the position the employee held prior to the injury or illness, the Town has the right to terminate the employee. The Town has the right to require periodic medical reports from the employee's treating physician updating the prognosis for the employee's return to work. The Town may require the employee to submit to a medical evaluation by a physician selected by the Town. In the event there is a difference of opinion between the employee's physician and the Town's physician

about the employee's ability to perform his job, a third physician shall examine the employee and render a final and binding decision about the employee's ability to perform his job. When there is an accepted Workers' Compensation claim and a Commissioner's examination has been ordered, the results of the Commissioner's examination shall be final and binding if the physician has rendered an opinion about the employee's ability to perform his job duties. In all other cases, the third physician shall be selected by the Town and Union using the following procedure: The parties will obtain the Connecticut Workers' Compensation Commission list of approved physicians and surgeons for the medical specialty appropriate to the employee's disability; the third physician will be selected by Town and Union representatives agreeing upon the physician or, in the absence of agreement, by each party alternately striking physician names from the list; the last remaining name shall serve as the third doctor; the first party to strike shall be decided by a coin toss.

#### **11.02 Union Welfare Payments.**

All current and accumulated sick days shall be fully paid by the Employer unless the employee is entitled to Union Welfare Fund accident and health benefits, in such case, the Employer agrees to make up the difference between such welfare payments and the employees' normal weekly remuneration. The employee's sick leave account will be charged for one-half (1/2) day for each day the employee receives benefits from the Union Welfare Fund.

#### **11.03 Workers' Compensation**

Any employee absent from duty because of Workers' Compensation causes shall not have his sick leave counted for this absence except that an employee will use accumulated sick leave for days not paid under Workers' Compensation (see new hire guidelines). Any injury or physical disability due to the pursuit of the employee's occupation shall be compensated in accordance with the Workers' compensation laws of the State of Connecticut and the Town Modified Duty Procedure.

#### **11.04 Funeral Leave**

Absence from duty because of a death in the employee's immediate family shall be excused and compensated for under the following conditions:

- A. The immediate family shall mean father, mother, step-father, step-mother, father-in-law, mother-in-law, spouse, child, step-child, sister and brother, step-sister or step-brother, brother-in-law, or sister-in-law.
- B. The purpose of time off with pay is to attend the funeral ceremonies. Compensation shall not exceed three days except in the event of the death of the employee's spouse or child in which the compensation shall not exceed five (5) days.
- C. Employees will be allowed time off to attend the funeral ceremonies of their grandparents and the compensation shall not exceed one (1) day's pay.

**11.05 Jury Duty**

In the event that an employee is called for jury service, the Employer shall pay such employee an amount sufficient to guarantee no loss in income on account of such absence from work. If the employee is released from jury service and at least half the hours remain in the employee's regular shift, the employee shall report for duty.

**11.06 Leave of Absence**

An employee with seniority rights of one or more years may be granted a leave of absence for up to sixty (60) days (renewable for two additional 60-day periods), without pay, at the sole discretion of the Employer, without loss of seniority rights. After the first thirty (30) days continuation of benefits shall be at the employee's expense. Sick time shall not accrue during this time.

**11.07 Military Leave**

An employee who is protected under the Uniformed Services and Reemployment Act (USERRA) will be granted a Military Leave of Absence ("Military Leave") in accordance with applicable State and Federal Law.

**11.08 Personal Days for Perfect Attendance**

Employees shall earn one (1) personal day with pay, for each (6) consecutive months of perfect attendance starting from the fiscal year (FY-July 1st to June 30<sup>th</sup>). A review of the attendance sheets from the previous FY will determine if the employee has any periods of six (6) month perfect attendance as defined below. Earned personal days will be added to the eight (8) sick/personal received at the beginning of the next FY. Therefore the employee will begin the FY with extra days if earned. Every employee has the opportunity to earn two (2) extra days during a FY. ANY six (6) month consecutive period of perfect attendance will be awarded with one (1) extra day.

All paid personal day shall be subject to a twenty-four (24) hour notification to the supervisor and approval from the employee's supervisor, unless there is a bona fide family emergency, which emergency shall require documentation upon return to work from the employee and is subject to approval of the Director of Public Works or Park and Recreation. Perfect attendance is defined as no sick/personal days taken without proper notice and no leave of absence within a six (6) consecutive month period.

**ARTICLE XII**  
**DRUG AND ALCOHOL ABUSE POLICY**

**12.01** All employees are subject to the Town's Drug and Alcohol Abuse Policy which may be updated from time to time upon written notice to the Union



**ARTICLE XIII**  
**SENIORITY**

**13.01** Seniority for all employees governed by this Agreement shall be defined as the period of continuous employment with the Employer in the work covered by this agreement. The Highway Department, the Recycling Department and the Parks Department shall be considered as separate seniority units. In the event the seniority date of two or more employees is the same, the seniority ranking of those employees shall be determined with priority given to residency in New Milford or, in the event the tied employees all reside in New Milford, by a coin toss in the presence of a representative from the Town and a Union official.

**13.02** Probationary Period. All new employees shall be hired on a 180 calendar-day trial basis and shall work under the provisions of this Agreement. During this time, they may be dismissed without protest by the Union. After a 180 calendar-day trial period, they shall be placed on the seniority list as regular employees in accordance with the date of active employment. The Union agrees that action on a request by the Employer to extend the probationary period of an employee will not be unreasonably withheld.

**13.03** Seniority shall be broken only by:  
Discharge for just cause;  
Voluntary Quit;  
Unauthorized absence from work without a valid reason;  
Retirement; or  
Failure to report to work within 5 work-days after notice of recall.

**13.04** Layoff and Recall.

A. Layoff. Employees shall be laid off in reverse order of seniority within job title. In the event of a layoff, the laid off employee may bump, within or across divisions (those divisions being Highway, Park and Recreation and Recycling), into any previously held bargaining unit position of an equal or lower rank. An employee may bump within division into any position of a lower rank, provided the laid off employee has more seniority than the incumbent employee in the lower rank and further provided the laid off employee has the ability and qualifications for the position. For the purpose of this Section, the divisions are: (1) Mechanics (2) Highway Labor Grade I and Grade II and Lead Labor Grade I/Yard Controller; (3) Parks Maintainer I and II and Parks Working Foreman; and (4) Recycling Center.

B. A laid off employee is subject to recall to the job title from which the employee was laid off or to any equal or lower job within the division from which he was laid off, provided the employee is qualified for the open position.

A laid off employee shall have recall rights for a period of fifteen (15) months from the date of layoff or for the length of the employee's seniority, whichever is less, and shall retain seniority during the recall period. No new employees shall be hired until all laid off employees have had an opportunity to fill any position to which they have recall rights, provided the laid off employee has maintained his qualifications for the vacant position. Notice of recall shall be given by the Town and sent by certified mail to the employee at his last address of record, return receipt requested. The employee must

respond to the notice of recall within fourteen (14) calendar days of the date of the recall notice. Any employee who fails to respond to the notice of recall or who refuses recall shall be removed from the recall list.

**ARTICLE XIV**  
**MAINTENANCE OF STANDARDS**

- 14.01** The Employer agrees that all conditions of employment relating to wages, hours, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.
- 14.02** Work normally performed by bargaining unit employees may be subcontracted out, provided it shall not displace bargaining unit employees.
- 14.03** Preference shall be given to employees longer in the service and in order of their seniority to the work available, provided that such employees are available at such time as the work is assigned and are able to perform the work required within the seniority unit. The employee must complete the current assignment before requesting assignment to new work available.
- 14.04** Management will not drive any equipment nor do any work normally done by bargaining unit employees, except in the event of an emergency such as snowstorms and other weather related emergencies or to train an employee, or when there is no qualified employee available to perform such work
- 14.05** With the exception of Laborer Grade II all Job vacancies as determined by the Employer will be posted for five working days. The job will be filled on the basis of seniority and discipline record from those employees who sign the listing, providing they have the required qualifications to do the job. If management determines that there is no qualified (including discipline record of the previous 24 months) or interested in-house applicant, the employer reserves the right to offer the position to the next most senior employee on the list who will then be trained within a six month time frame. If the employee is unable to complete the training successfully within the allotted time frame, management then reserves the right to fill the position from outside (after exhausting 14.05 and 14.06). The Employer will mail a copy of each original job posting to the Local Business office.
- 14.06** Any employee regardless of current grade, who requests and receives training may then apply for and test out for any vacant higher job grade that has been vacant for more than 30 days. Management then reserves the right to promote from within if the employee has passed the test.

If a position is posted and management determines that there is not an qualified in house applicant who has signed the list, the most senior applicant will then be offered the position and must complete training within a six month time frame. The second most senior applicant will be training concurrently. If the first applicant is unable to successfully complete the training within the allotted time frame, management will go to the next

applicant. If this applicant cannot complete training within a six month time frame, management reserves the right to hire from the outside at any grade level.

#### **14.07 Training for labor grade promotions**

1. Vacancies in Labor Grades will be posted in accordance with the current collective bargaining agreement. Qualified teamster members will be selected in seniority order from the posting. Upon notification you will receive all appropriate materials needed to complete the training and your supervisor will schedule your training accordingly.
2. You may be disqualified during the training period as outlined in the current collective bargaining agreement for the following: injury, vacation or sickness exceeding thirty days within your six month training period. However, due to the seasonality of equipment your training may be extended with approval of the Teamsters Union and the Town of New Milford.
3. After a member is qualified by his instructor on a certain type of equipment you will be promptly tested on the safe operation of said equipment. (Example the Loader takes 40 hours of training to be qualified. Upon completion of the training you would promptly be tested on the Loader).
4. Qualified operators, trainers and supervisors, comprised of Teamsters and Non-Union personnel will administer the safe operational test. If available a neutral evaluator will be included in the above mentioned group.
5. Upon successfully completing the training process, testing and evaluation; you will receive a letter of promotion along with the pay commensurate of the labor grade outlined in appendix A of the current collective bargaining agreement, to take effect prospectively.
6. Disputes will be processed in accordance with Article XVI Grievance and Arbitration in the current collective bargaining agreement.

**14.08** The Town may develop and utilize measurable standards based on performance reports for safety, quality, and productivity in employment decisions. Employees below standard may be provided a performance improvement plan.

**ARTICLE XV**  
**DISCHARGE AND DISCIPLINE**

- 15.01 A.** No employee shall be disciplined except for just cause except that the Town shall have the right in its sole discretion to discipline any employee during such employee's probationary period. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his potential discharge or suspension and the reason. Such notice shall be given to the shop stewards and a copy mailed to the Union office within one (1) working day from the time of the potential discharge or suspension. Management will attempt to meet with the employee, the Steward and the Union Business Representative within 5 days of the notification of the potential suspension or discharge to discuss the charges if the employee chooses to appeal the action.
- B.** The Town shall use progressive discipline whenever appropriate to the offense. Any written warnings shall not remain in effect for a period of more than one year from the date of the occurrence upon which the warning is based, provided there has been no other discipline within the same one year period.
- 15.02** Any employee discharged, must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within seven (7) days from the date of discharge.
- 15.03** A discharged or suspended employee must advise his Local Union in writing within two (2) days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) days from the date of discharge or suspension. A hearing will then occur with the Supervisor, the Director, the Personnel Director, the employee, the Steward and the Union Business Representative.
- 15.04** Any employee whose job requires the possession of a current motor vehicle driver's license (regular driver's license and CDL if applicable) must maintain the required license as a condition of employment. However, in the event an employee who has completed the probationary period loses his driver's license for a period of 90 calendar days or less, the employee shall be placed on a leave of absence without pay for the duration of the license suspension up to 90 days. If the employee again loses his driver's license within five (5) years of the first occurrence, the employee shall be terminated. Employees who have been put on an unpaid leave of absence and who do not regain their license within 90 days shall be terminated. Probationary employees who lose their driver's license shall be terminated.

DMV Record. Employees in all departments who drive Town vehicles are required to report immediately to their supervisor any suspension or revocation of a driver's license. Such employees are also required to cooperate with the Town to obtain their annual DMV record. At the beginning of each calendar year, the Administrative Aide to Public Works will request from the Highway, Parks and Recreation and Recycling Center employees the information necessary for the Town to obtain the employee's record from DMV. It is the employee's responsibility to maintain a legal driver's license including medical cards and any DMV stipulations.

Employees who do not immediately report any suspension or revocation of a driver's license will be immediately terminated.

**ARTICLE XVI**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**16.01** A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement.

**16.02** Any grievance arising between the Employer and the Union or any employee represented by the Union, shall be settled in the following manner:

**STEP 1** The aggrieved employee or employees must present the grievance in writing to the Steward and to the Employer citing the specific article in the grievance and the section of the contract he claims to be violated within 30 days of the alleged violation. The Employer will meet with the employee and the steward within six (6) working days to affect a resolution of the claim. If a resolution cannot be accomplished the steward and employee must submit such written grievance within 5 working days to the Union's Business Representative to move to Step 2.

**STEP 2** Within five (5) working days of receipt of the grievance, the Business Representative shall then take the matter up with a representative of the Employer with authority to act on such grievance. A decision therein must be given to the Business representative within five (5) working days. Any agreement settling the grievance shall be in writing and signed by the parties.

Union Grievance Committee: In the event the Business Representative shall be of the opinion that an employee's grievance is without merit, the Local Union Representative shall not be required to process the matter any further and shall inform the Steward and the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

**STEP 3** If Steps 1 and 2 have been complied with and a settlement of the grievance has not been affected; only the Employer or Union may process the grievance to arbitration by submitting it to the American Arbitration Association with a copy to the other party within 10 days of the completion of Step 2. The arbitration agency shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Employer, the employee, and the Union. The parties share equally in the cost of arbitration. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement.

**ARTICLE XVII**  
**CREDIT UNION**

**17.01** The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters

Federal Credit Union once each month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

### **ARTICLE XVIII** **NON-DISCRIMINATION**

- 18.01** The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals union activity, race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.
- 18.02** Grievances brought under this Article shall be limited to the first two steps of the grievance procedure and are not subject to arbitration.

### **ARTICLE XIX** **EMPLOYEE TRAINING**

- 19.01** Employees are allowed to sign up for after-hours training with a qualified instructor, using Town equipment. The Town will identify qualified instructors from those who have volunteered through a selection process including a practical and written examination. Only qualified instructors shall be allowed to perform training.
- 19.02** The Town reserves the right to require on-the-job training as needed. Any employee training on the job will be paid at the employee's regular hourly rate of pay. Instructors will be compensated at their regular hourly rate of pay. Management reserves the right to suspend trainings if the budget cannot support overtime pay.
- 19.03** When employees volunteer for after-hours training, they will not be compensated. Instructors will be compensated at one and one-half times their regular hourly rate when providing after-hours training.
- 19.04** Upon hire, all employees in all divisions must meet or be working towards educational requirements of the job description within the parameters set by management. All positions require at least a high school diploma or a G.E.D. Management reserves the right to permit a potential employee time to complete a high school diploma, or a G.E.D. once he has been hired on the employee's own time.

### **ARTICLE XX** **MISCELLANEOUS**

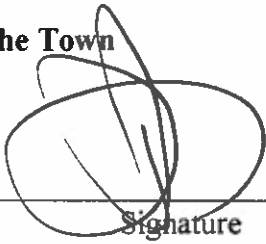
- 20.01** Bulletin Boards. The Employer agrees that it will provide a suitable bulletin board in a conspicuous place, where the employees are employed for the posting of Union Notices.
- 20.02** Clothing, Shoes & Safety Equipment.

- A. **Overalls:** The Employer will furnish two (2) pairs of coveralls for garage mechanics, welders, and helpers per year. The employee is expected to wear them at all appropriate times.
- B. **Rain Gear:** Rain gear and boots will be available to employees required to work outside during inclement weather and should be worn as needed.
- C. **Allotment:** The Town agrees to contribute up to \$150.00 toward the purchase of safety shoes which employees are required to wear or prescription safety glasses with the prior approval of the Public Works Director. Employees will be reimbursed with a receipt. Without a receipt up to \$100.00 upon approval by the Public Works Director. Funds unused after the purchase of Safety Shoes or Safety glasses with a receipt may be used for other approved safety equipment/clothing up to the \$150 with a receipt. Unused funds will not be disbursed without a receipt.
- D. **Safety Equipment:** The Town also agrees to provide whatever other equipment it deems necessary to meet the requirements of the Occupational Health and Safety Act. Personal Protective Equipment (PPE) provided by the Town is: ANSI 3 safety vest; non-prescription safety glasses or face shields; work gloves; hard hats; ear plugs or muffs; and chaps. When an employee requests replacement PPE, the worn out or broken PPE shall be turned in to the Town. The Town is not responsible for replacing PPE that is lost, stolen, misplaced, or abused. The cost of replacing PPE that is lost, stolen, misplaced, or abused is the responsibility of the employee.
- E. **Assigned clothing** should conform to OSHA standards for the job and should be properly maintained.
- F. **During the operation of equipment,** employees shall use the PPE in accordance with OSHA, the equipment operator's manual, and Town policies.

**ARTICLE XXI**  
**DURATION AND TERMINATION**

**21.01** This Agreement shall be effective on signing and shall continue in full force and effect to midnight June 30, 2023, except as provided herein, and shall continue from year to year thereafter, unless a one hundred and twenty (120) day written notice of a desire to change or amend the terms and conditions shall be given by either the Employer or the Union.

**For the Town**

  
\_\_\_\_\_  
Signature

Pete Bass, Mayor  
Name and Title (Please Print)

Date: July 18, 2019

**Witnessed By:**

  
\_\_\_\_\_  
Signature

Greg Follaro  
Name (Please Print)

**For the Union**

  
\_\_\_\_\_  
Signature

Sec/Treas Teaming L4 677  
Name and Title (Please Print)

Date: 17 July 19

**Witnessed By:**

  
\_\_\_\_\_  
Signature

William Petronio  
Name (Please Print)



## APPENDIX A

GRADE I: Bulldozer  
Grader  
Front End Loader and Scale  
Ten Ton Roller  
Excavator (wheeled and tracked)  
Paver  
Truck with Trailer  
Bucket Truck

GRADE II: Road Sweeper  
Backhoe  
Tractor  
Basin Cleaner  
Roadside Mowers  
Five Ton Roller  
Melter/Applicator/Crack Sealer  
Mini Excavator  
Pothole Repair Truck

Labor Grade I and Labor Grade II are required to operate all equipment assigned including, but not limited to, the following: (Does not affect the rate of pay)

Truck (requiring CDL License)  
Truck (Non-CDL)  
Compressor  
Chipper  
Skid Steer Loader  
Roller under 5-Tons  
Equipment attachments  
Sanders  
Tanks  
Hammers  
Mowers  
Sprayers  
Chain saws  
Plate compactors  
Pole saws  
Pavement/concrete cutting saw  
Hand tools (shovel, rake, asphalt lute, pick, hammer, etc)

**APPENDIX B**

**WAGE SCHEDULE**

<u>Position</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>
Lead Labor Grade 1/Yard Controller				
Bucket Truck Operator	\$28.56	\$29.13	\$29.64	\$30.23
Head Mechanic	\$30.30	\$30.91	\$31.45	\$32.08
Mechanic I	\$29.51	\$30.10	\$30.63	\$31.24
Mechanic II/Welder	\$27.71	\$28.26	\$28.75	\$29.33
Labor Grade I	\$26.82	\$27.36	\$27.84	\$28.40
Labor Grade II	\$26.34	\$26.87	\$27.34	\$27.89
Parks Working Foreman	\$29.51	\$30.10	\$30.63	\$31.24
Parks Maintainer I	\$25.92	\$26.44	\$26.90	\$27.44
Parks Maintainer II	\$25.05	\$25.55	\$26.00	\$26.52
Recycling Coordinator	\$27.17	\$27.71	\$28.19	\$28.75
Recycling Laborer	\$25.05	\$25.55	\$26.00	\$26.52

1.75%; 2.0%; 1.75%; 2.0%