

COLLECTIVE BARGAINING AGREEMENT

between

THE TOWN OF ENFIELD

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
Local 671

July 1, 2017 – June 30, 2021

PREAMBLE

This agreement is entered into by and between the Town of Enfield, hereinafter referred to as the "Town" and International Brotherhood of Teamsters, Local 671, hereinafter referred to as the "Union" has, as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other mandatory subjects of bargaining.

ARTICLE 1 RECOGNITION

1.1 Pursuant to a Certification of Representation issued by the Connecticut State Board of Labor Relations in Case No. ME-30,866, The Town of Enfield hereby recognizes the Union as the sole and exclusive bargaining agent for all Full time, part time Transit drivers and transit Dispatchers employees of the Town of Enfield who are scheduled normally to work at least for (8) hours per week but excluding all other employees, seasonal employees, temporary employees, service technicians, office clerical employees, and guards, professional employees and supervisors and members of other established bargaining units. For the purposes of this contract, employees shall be deemed seasonal workers if they are employed for less than one hundred twenty (120) consecutive calendar days in any fiscal year or if they are non-scheduled, (i.e. on call stand by driver/sub driver) and average less than 16 hours per week in any one fiscal quarter (i.e. July, August, September) this calculation shall reset each new fiscal quarter.

1.2 The term "Employer" shall mean the Town of Enfield, Connecticut, a municipal employer.

1.3 The term "Union" shall mean Local 671 International Brotherhood of Teamsters.

1.4 The terms "Contract" and "Agreement" shall mean the complete agreement and its specific terms.

1.5 The term "Employee" shall mean those persons employed by the employer as defined in Article 1.

1.6 The Town may employ temporary or non-scheduled employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.

ARTICLE 2
MANAGEMENT RIGHTS

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the employer has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and except where such rights, power and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, included but not limited to the following:

- a. To determine the care, maintenance and operation of the equipment and property used for and in behalf of the purposes of the Town.
- b. To establish and continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- c. To discontinue processes or operations.
- d. To select and to determine the number and types of employees required to perform the Town's operations.
- e. To employ, assign, assist, transfer, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or department.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To ensure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or sub-contract for municipal operations provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.
- i. To create job specifications, subject to the Union's right to challenge the accuracy of new or revised job specifications or the propriety of the assigned rate.

ARTICLE 3
UNION SECURITY

3.1 The Town of Enfield agrees to regularly deduct an amount of dues and initiation fees, as specified by the secretary of the Union, from the wages of all employees covered by this agreement. The Town will provide each new employee with a copy of the Collective Bargaining Agreement and a dues deduction form provided by the Union.

3.2 The Union will furnish the Town with a signed statement by the employee that she/he authorizes the Town to deduct from his/her wages Union dues. Dues deductions shall continue for the duration of this Agreement.

3.3 The total amount deducted each month, in accordance with the provisions of this Article, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Treasurer of Teamsters Local 671. Such remittance shall be made by the last day of the month in which the deductions are made.

3.4 All employees in the collective bargaining unit shall, immediately by the date of this contract or from the date of their employment by the Town, become and remain members of the Union in good standing in accordance with the constitution and by-laws of the Union, during the term of this Agreement or any extension thereof, as a condition of employment. The union agrees to deliver written notice to the Town and the employee when an employee is in default in payment of his/her agency service fee, union dues, initiation or assessment. The Town will apply all applicable laws in deducting all union dues, or agency fees from any member who is delinquent in paying any dues, initiation or agency fees.

3.5 The Town will place one (1) bulletin board in an accessible place in each building where bargaining unit members are employed for the exclusive use of the members.

3.6 The Town recognizes the right of the Union to designate a Union Steward, whose name the Union shall provide to the Town immediately upon designation and upon request. Stewards shall have no action interrupting the Town's business. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Town during non-working time so long as it does not interfere with the operations of the Town. Such time shall be considered non-working time except that time spent in meetings at the Town's request or in employee disciplinary meetings with management where the Employee has requested Union Representation shall be paid for at the Steward's regular hourly rate.

ARTICLE 4 PROBATIONARY PERIOD

Section 1. Purpose. The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee whose performance does not meet the required work standards.

Section 2. Duration of the Probationary Period. All new employees shall be required to complete successfully a working test during a probationary period as follows:

A. Employees shall serve a probationary period of six (6) months for original appointments.

B. Any bargaining unit employee who is promoted or transferred to a new position shall serve a probationary period of three (3) months in the new position. The employee shall be evaluated by the new supervisor at least twice in the first month and once each month thereafter during the probationary period. Such employee may voluntarily return to his/her former position within the first month of probation. The supervisor may return the employee to his/her former position at the end of the three (3) month probationary period if the written evaluations show the employee is not performing well in the new position.

Section 3. Interruption of the Probationary Period. No leave from service during the probationary period, with or without pay, shall be counted as a part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Human Resources Director.

Section 4. Dismissal During Probationary Period For New Hires. At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his/her actions and reasons therefore. Neither the Union nor employee may appeal a dismissal during the probationary period.

ARTICLE 5 SENIORITY

Section 1. For the first (6) months of their employment, all employees shall be considered probationary employees. The Town shall have the absolute right to discharge a probationary employee with or without cause, and such action will not be subject to the grievance or arbitration provisions of this Agreement or protest by the Union

Section 2. Seniority for all employees governed by this Agreement shall be defined as the period of the employee's latest date of hire into the Bargaining Unit. It shall be deemed to include any seniority presently held by an employee through agreement between the Union and the Town prior to this Agreement. Where two or more employees begin service on the same date, seniority for those employees shall be assigned based on their last application for the recognized bargaining unit for employment to the Town. Employees rehired after their seniority has been broken for any of the reasons set forth in this agreement will be considered new hires for all purposes and seniority shall be measured from the date of rehire.

(a) Preference shall be given to employees in order of seniority to:

- (1) the selection of runs or vacancies that occur, provided that the employee is available when the runs are assigned and s/he is available and qualified to perform the work available;
- (2) in the selection of vacations as set forth in this Agreement; and
- (3) in the event of layoff as set forth in this Agreement.

(b) Employees shall have the opportunity to bid on regular work assignments that become available for any reason (also referred to as "runs") by seniority. The bids will include designated start times or a floating start time of two hours for all Dial-A-Ride runs and estimated end times with a brief job description.

(c) The Town of Enfield shall establish a seniority list, and the list shall be brought up to date July 1 of each year and a copy shall be delivered to the Business Agent of the local. Any objection to the seniority list, as made, shall be reported within ten (10) working days or it will be waived for the remainder of the fiscal year.

(d) The Town and the Union shall incorporate existing job descriptions for every bargaining unit position

Section 3. Layoff Permitted. The Town may layoff an employee whenever it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties of the organization or for other related reasons which are outside the employee's control and which do not reflect discredit on the service of the employee.

Section 4. Layoff notice. In the event of a layoff, an affected employee shall receive at least ten days written advance notice.

Section 5. Order of Layoff. In the event of layoffs within a particular classification, employees shall be laid off in reverse order of seniority with probationary employees and temporary employees subject to layoff first. In lieu of layoff, an affected employee may elect to displace the least senior employee in any equal or lower classification (i.e. regularly scheduled part time employee or full-time employee) in the bargaining unit for which the employee meets the requirements of the position and is qualified and available to perform all requirements of the job

Section 6. Recall. Employees who are laid off shall have recall rights for a period of sixteen (16) months from the date of layoff to positions in the same or lower classifications from which they were laid off. The most senior employee presently qualified to perform the duties of the recalled position without further training beyond orientation will be offered the position before any other laid off employee. Employees shall have two (2) weeks from the date the Town sends a certified notice of recall to the employee at his last known address to return to the job.

Section 7. The designated union steward shall have super seniority rights for purposes of layoff and recall only.

Section 8. An employee shall lose his or her seniority when the employee:

- (1) Voluntarily terminates employment or retires;
- (2) Is discharged by the Town for just cause;
- (3) Exceeds an official leave of absence, unless the employee notifies the Town prior to such expiration of his or her inability to return to work for satisfactory reasons and the Town extends the leave;
- (4) Fails to apply for reinstatement and report for active employment upon completion of military service;
- (5) Employee is laid off or absent for any reason for a period equal to 12 continuous months or a period equal to the employee's seniority, whichever is less;
- (6) Fails to return to work upon recall from layoff within five (5) days of notification by the Employer at the last address and/or telephone number provided to the employer by the employee; or
- (7) Is absent for three consecutive scheduled work days without notifying the Town.

ARTICLE 6 PROMOTIONS

6.1 All vacancies and new positions shall be e-mailed to each member of the bargaining unit as a job posting. All job postings shall detail the pay, location and duties and the posting shall be for five (5) working days and open to bid without exception. The Town will review all internal candidates for promotion prior to entertaining outside applicants for any vacant position and posted on the designated union bulletin board.

6.2 When a vacancy exists or a new position is created, the position shall be first granted to the employee with the highest bargaining unit seniority who bids on the position, provided such employee is qualified for such position as determined by the Town as demonstrated by his/her work record and ability to perform the work. The Town reserves the right to conduct examinations to determine such qualification. Employees shall bid on a position by the closing date and time on the posting via the e-mail system to the Human Resources Department with a copy to the Union Business Agent.

ARTICLE 7
DISCIPLINARY ACTION

Causes for Disciplinary Action. The following shall be sufficient cause for disciplinary action. The Town reserves the right to take disciplinary action for causes other than those enumerated:

- (a) Willful violation of the provisions of the Charter or these rules.
- (b) Incompetency or inefficiency in the performance of the duties of the position to which the employee has been appointed.
- (c) Wanton carelessness or negligence in the care of Town property.
- (d) Habitual tardiness or absence from duty.
- (e) Conviction of a felony or of a misdemeanor impacting their ability to perform their job responsibilities.
- (f) Intoxication on duty.
- (g) Conduct which reflects unfavorably upon the Town service.
- (h) Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.

Types of Disciplinary Action. Following are the types of disciplinary action which may be invoked against employees in the Union. They may be independently invoked.

- (a) Verbal Reprimand. An appointing authority shall report any verbal as part of the employee's service record by forwarding a written memorandum to the Director of Human Resources for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee.
- (b) Written Warning. An appointing authority shall report any written warning as part of the employee's service record by forwarding the written warning to the Director of Human Resources for inclusion in the employee's file. A copy of such written warning shall be forwarded to the employee.
- (c) Suspension. An appointing authority may, for disciplinary purposes, suspend without pay any employee under their control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve (12) successive months shall be deemed a dismissal and be so treated.
- (d) Dismissal. An appointing authority may dismiss for cause any employee under their control occupying a position in the Union when he/she considers that the good of the service shall be served. It shall be the responsibility of the appointing authority in any case of suspension, demotion or dismissal, within five (5) days after the effective date of such action, to give the concerned employee a written statement setting forth in substance the reasons therefore and to file a copy of such statement with the Director of Human Resources.

The service record of any employee disciplined for a verbal or written warning under the provisions of this Article shall be cleared after a period of one (1)

year. The service record of any employee receiving discipline more severe than a written warning shall be cleared after a period of two (2) years.

(e) Appeal from Disciplinary Action. Any employee who is reprimanded, warned, suspended, demoted or dismissed as provided for in this article may appeal such action under the provisions of the Grievance Procedure.

ARTICLE 8 HOURS OF WORK

8.0 Hours of Work for Town Transit Drivers and Dispatchers

A. The basic work day for fulltime employees shall be seven (7) hours per day, five (5) days per week Monday through Saturday with designated start time of 6:00 AM to 11:59 AM for first shift or 12:00 PM – 5:30 PM for the second shift with one (1) hour for a meal break (unpaid), to be completed before the end of the shift-excluding Saturday shifts in which present practice for breaks will apply.

B. Part Time Employees - Will be scheduled to start work between the hours of 6:00 AM to 9:00 PM any combination of days, excluding Sundays. Any part-time employee who is scheduled 7 or more consecutive hours of work in a shift shall be entitled to a 1 hour unpaid meals break excluding Saturdays shifts in which present practice shall apply. Part Time employees shall not be regularly scheduled more than 28 hours per week; however, there may be emergency situations or occasions when Part Time employees will work more than 28 hours in a single week. Nothing in this section shall supersede the Town's right to reduce the hours of a Part Time employee as stated in Article 14 of this contract.

C. The above starting times, may be altered at the discretion of management by no more than 2 hours with a 24-hour notice. The Town will give seven (7) calendar days' notice of any permanent change to work schedules.

D. Should the Town desire to schedule work other than on a Monday through Saturday beyond the hours listed above the parties agree to negotiate the impact of this decision.

E. Time and one half shall be paid for all hours worked in excess of 40 in one (1) week for all hourly employees. For the purpose of computing over time hours in excess of the basic work week, hours paid but not worked shall not count as hours worked in excess of 40 hours per week.

F. All salaried employees shall receive comp time for hours worked in excess of 35 hours per week.

G. When an employee is called in outside of the employees regularly scheduled working hours-the employee will be paid a minimum of two (2) hours at the employee's regular rate of pay. An employee who is not regularly

scheduled to work on a, Sunday or holiday will be paid time and one half for all hours worked on a Sunday or holidays.

H. All employees will be allowed to use the restroom during the course of their shifts.

ARTICLE 9 GRIEVANCE PROCEDURE

A grievance shall be defined as a claimed violation of a specific provision of this Agreement. Grievances and demands for arbitration not filed within the time limits set forth below are waived. Grievances not answered within the time limits set forth below will be considered denied so as permitting submission to the next step.

9.1. Procedure.

STEP ONE: Any employee who has a grievance shall submit the grievance via e-mail or in writing within ten (10) calendar days of the event to the Department Director setting forth the facts of the grievance, the Agreement provisions in question and the remedy requested. Within ten (10) calendar days after submission of said grievance, the Department Director or his/her designated representative shall render a written decision via e-mail or in writing to the employee and his/her representative, if represented, within ten (10) calendar days.

STEP TWO: If the employee is dissatisfied with the Department Director's decision he/she may appeal to the Director of Human Resources or his/her designee, via e-mail or in writing within ten (10) calendar days of the date of the Department Director's step one decision. The Director of Human Resources shall schedule a step two grievance hearing and shall render a written decision via e-mail or in writing to the employee and his representative, if represented, within ten (10) calendar days of the step two grievance hearing.

STEP THREE: Mediation: If the employee and representative are not satisfied with the decision rendered by the Human Resources Director, the grievance may be submitted at the request of the Union within ten (10) calendar days of the date of the step two answer to mediation before the Connecticut State Board of Mediation and Arbitration, with a copy to the Director of Human Resources. Mediation may be waived at either party's request on discharge cases.

Arbitration: If the grievance is not resolved through mediation, the grievance may be submitted to arbitration, in writing, by the Union with a copy to the Town, within ten (10) calendar days of the completion of mediation. In the event that mediation is waived, the grievance must be submitted to arbitration within ten (10) calendar days of the date of the step two answers. Arbitration shall be before the Connecticut State Board of Mediation and Arbitration except that all grievances concerning suspension of ten (10) days or more and discharge, and any other grievance on which the parties mutually agree, shall be submitted to an arbitrator who is either mutually selected by the

parties or selected in accordance with the procedures of the American Arbitration Association. In the case of arbitration by a private or AAA arbitrator, the parties shall share equally the cost of arbitration. The decision of the arbitrator(s) shall be final and binding on both parties.

9.2. All grievances and answers shall be set forth in writing via e-mail.

9.3 Nothing contained therein shall prevent any employees from presenting their own grievance and representing themselves in these procedures up to, but not including, arbitration.

9.4. Failure at any step to appeal within the prescribed timelines shall be considered acceptance of the decision rendered.

9.5. The resolution of a grievance, at any step, will be set forth in writing and signed by the parties directly concerned with said resolution. If the Union is not a party to the settlement, the employer will provide the Union with a copy of same within 10 calendar days.

9.6. Time extensions beyond those stipulated in the grievance procedure may be arrived at, in writing or via e-mail, by mutual agreement of the parties concerned.

9.7. The arbitrator(s) shall have no authority to add to or subtract from, or otherwise modify the terms of this Agreement.

9.8. Failure of the Town, the employees, or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

ARTICLE 10 VACATIONS

10.0 Accrual. Annual vacation leave with pay shall be earned by all regular full-time employees and whose normal work week is thirty five (35) hours or more in the following manner vacation leave will be front loaded at the beginning of every fiscal year. A pro rata amount will be paid to newly hired employees based on the number of months employed in the fiscal year of their hire date. Said employee will be credited one month of vacation time for any day(s) worked in that particular month. Vacation will be earned according the following schedule:

FULL YEARS OF SERVICE / DAYS PER FULL MONTH OF CONTINUOUS SERVICE/ MAXIMUM EARNED DAYS

Date of hire through 4 th full year	5/6 day	10 days per year
More than 4 yrs. through 6 th full year	1 1/4 days	15 days per year
More than 6 yrs. through 9 th full year	1 1/3 days	16 days per year

More than 9 yrs. through 12th full year	1 1/2 days	18 days per year
More than 12 full yrs.	1 2/3 days	20 days per year
More than 16 full years	2 1/12 days	25 days per year

*Employees eligible to receive 25 days of vacation understand and agree that 5 of those vacation days cannot be used if such use would incur overtime in the department and that said employees will not receive a payout of those 5 days upon resignation or retirement.

10.1 Employees shall apply for vacation leave to their Department Head on a request for leave form. Vacations shall be scheduled by each Department Head in accordance with departmental requirements, giving preference to employee choices according to seniority within a department or its divisions. Approval of such leave shall not be unreasonably denied.

10.2 Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.

10.3 Vacation time must be used within one (1) year from the date when it accrues, unless other arrangements are approved in writing by the Town Manager. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

10.4 In the event of an employee's death, his/her designated beneficiary and, if none, his/her estate, shall receive on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

10.5 Employees who resign in good standing or who are laid off after employment of six (6) months or more or who have retired from the Town service shall be paid for any unused vacation leave that has accrued to their last day of service. For the purposes of this Section, to resign in good standing, an employee shall give his Department Head a minimum of fourteen (14) calendar day's prior notice unless the Town Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Department Head by the employee stating reasons for leaving the employ of the Town. Normally, leave time shall not be granted during said required period of notice.

10.6 When the Transit Director suspends transportations services due to inclement weather, employees may use any accrued paid leave (with the exception of sick time) owed to them to stay home, arrive late, or leave work early. Alternatively, with the approval of the Transit Director and Human Resource Director, employees without any accrued paid leave may take an unpaid leave of absence.

10.7 The Town shall post a vacation schedule for transit drivers and dispatchers every October 1st of each year, in which at least one transit driver and one dispatcher will be scheduled off per week. Drivers will pick in seniority order available weeks for vacation for the period of January 1st through December 31st. This vacation schedule must be completed by October 31st. Any vacation requests submitted after October 31st may be awarded on a first come basis.

ARTICLE 11 LEAVE PROVISIONS

All employees shall accumulate sick leave at the rate of one (1) day per month of service for a total of twelve (12) days in any one year with no limit to the amount of unused sick leave that can be accumulated.¹ Each employee shall be entitled to use sick leave with full pay as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave as of July 1 of each year.

All part-time employees shall earn sick time in compliance with the Connecticut General Statute (31-51r) and shall be entitled to keep their sick time hours upon promotion to full time status.

Each employee shall be entitled to use sick leave with full pay in minimum increments of one-quarter (1/4) hour or more, as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave as of July 1st of each year.

SICK LEAVE MAY BE USED FOR THE FOLLOWING PURPOSES:

- a. personal illness or physical incapacity
- b. enforced quarantine in accordance with health regulations
- c. for illness or physical incapacity in the employee's immediate family
(Limited to 3 days for each illness).

Sick leave is not to be used to extend vacations or to be treated as a personal day or day off. Regular doctor's office visits for physical examinations, dental exams, eye exams, etc. are not proper uses of sick leave. Regular doctor's office visits for physical, dental or eye examinations may be properly charged to personal leave or vacation leave. Medical and dental examinations for treatment of an ongoing illness or condition may be charged to sick leave.

11.1 Investigation of Sick Leave Usage. The Town reserves the right to investigate any use of sick leave for which a supervisor determines that there might be an abuse of sick leave. An abuse of sick leave is the use of sick leave for any purpose other than that which is allowed above or by contract. An

¹ All regular full-time employees who have hire dates prior to the ratification of the 2014-2017 agreement shall be entitled to 15 days in any one calendar year.

abuse of sick leave will result in disciplinary action regardless of whether or not the employee has received a notice of sick leave usage, as described below. In reviewing an employee's record to determine whether the employee is abusing and/or excessively using sick leave, the Town shall consider all of the following factors:

- a) The number of occurrences,
- b) Patterns of usage,
- c) Employee's past sick leave record,
- d) Reasons for usage,
- e) Extenuating circumstance

11.2 Neutral Attendance Policy. Absences beyond six (6) occurrences of sick leave in a year are considered excessive and will be addressed as follows:

a. Each employee's attendance will be reviewed in January of each year for the previous calendar year. If an employee has had more than six occasions of sick leave in the previous calendar year (exclusive of any sick leave taken while the employee was on Family and Medical Leave Act leave), the employee's department head will be so notified by the Human Resources Department. An occasion can be part of one day, one day or the use of sick leave for multiple days as long as they are consecutive and not interrupted by a return to work or use of another form of leave or leave without pay. The department head or his designee will meet with the employee and discuss the excessive amount of sick leave. In the absence of extraordinary circumstances, the department head will issue the employee a notice of sick leave usage, which will state that the employee's use of sick leave will be monitored for the next six (6) months. In the event that the employee has more than three (3) occurrences during the six month period of time that the employee is being monitored the employee will be subject to disciplinary action, which shall include as a minimum a one (1) day suspension without pay. Prior to the issuance of a suspension letter the department head or his designee will meet with the employee to again discuss the excessive absences. If the employee's attendance fails to improve over the next six (6) month period using the above standard, additional disciplinary action, up to and including, the termination of employment may be imposed. Again, this notice will be issued to the department head for issuance to the employee.

b. Extraordinary circumstances for which a department head or his/her designee may determine that a sick leave usage or disciplinary action notice will not issue include:

- The need for an employee to attend repeat therapy sessions for the same injury,
- A re-occurring serious illness
- A need for ongoing medical treatment for an illness
- Or other reasons which in the department head's judgment, justify excusing the employee from their regular duties during work hours for treatment.

c. Report of illness: On the first day of absence from work due to illness, the employee shall report his/her illness to his/her immediate supervisor not later

than 1 hour prior to the minutes after the commencement of his/her scheduled work assignment. The immediate Supervisor shall initiate an absence report form and forward such form to the H.R. Department after the employee's return and it shall become part of the employee's personnel file.

11.3 Any employee, who has worked for the Town for more than ten years (10) years and who leaves Town service in "good standing" shall receive on the basis of his/her current wages, all unused accumulated sick leave up to a maximum of one hundred twenty (120) days as severance pay. "Good standing" shall mean that the employee has given two (2) weeks' notice prior to leaving. In the event of an employee's death, his/her designated beneficiary, or if there is no designated beneficiary, then the employee's estate, shall receive, on the basis of the employee's current wages, any unused accumulated sick leave days as severance pay up to (120) days. Any employee with less than 10 years of Town service who separates from the Town shall have 1/4th of his/her total accumulation of sick leave, up to a maximum of (30) days transferred to the employee's balance of unused vacation for the purpose of severance pay.

(b) In the event of the employee's death, his spouse and or minor children shall receive, on the basis of the employee's current wages, full compensation of any unused accumulated sick leave up to a maximum of (120) one hundred twenty days as severance pay.

11.4 Employees shall be granted leave with pay for the following reasons:

a. Jury Duty. Special leave shall be granted for required jury duty, with the Town paying the full difference between the employee's regular pay and his/her compensation for said jury duty. The employee will notify his/her Department Head at least one week in advance of jury duty.

b. Bereavement Leave. Three (3) days special leave with pay shall be granted for death in the immediate family of an employee or the immediate family of his/her spouse. "Immediate family" for the purposes of this clause, is defined as parents, grandparents, spouse, brother, sister, child or grandchild, step-relation, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parents-in-law, uncles, aunts, and also any relation who is domiciled in the employee's household.

c. Injury Leave. In the event that an employee covered by this Agreement is injured while at work and, as a consequence of said injury, receives Workers' Compensation Disability Pay, said employee shall receive Workers' Compensation and Supplemental Pay that will equal full pay for a period not to exceed a total accumulation of one (1) year. At the end of said one (1) year, such supplemental benefits shall cease. All injuries must be immediately reported by the employee to his/her supervisor. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days on a workers compensation leave until said employee returns to a regular work status.

d. Military Leave. Military Leave, not to exceed two (2) weeks, shall be granted to regular employees when required to serve a period on active reserve

or National Guard duty. During this period, the employee shall be paid the difference, if any, between his/her regular and military salary.

1. No employee shall lose any seniority standing because of military service in the National Guards or organized reservists.

2. On return from involuntary activation into military service, an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly wage increments awarded during his/her absence on military services provided that s/he reports for duty within ninety (90) days of his/her discharge from military service.

3. The employee's accumulation of sick leave, upon leaving for military service, shall be credited to his/her account when s/he returns, but there shall be no additional accumulation above one year of sick leave for the entire duration of his/her military absence

- e. Union Leave. One (1) union official shall be allowed the required time off to attend official Union conventions and conferences, not to exceed three (3) working days each annually.

- f. Personal Leave. All regular full-time employees whose normal workweek is thirty five (35) or more hours per week shall be allowed time off with pay for a maximum of three (3) days per year for personal business.

11.5 Family and Medical Leave Act. An employee may be granted a leave of absence under the Town of Enfield Family and Medical Leave Policy attached here to **Appendix B.**

11.6 The Town Manager may grant leaves of absence without pay. The denial of said leave may not be grieved.

11.7 During the period of leave without pay (exclusive of military leave), the employee shall not be credited for length of service, and shall not be credited with time for the purpose of accruing sick leave, vacation time, or personal days. While in military service an employee will not accrue days for sick leave, vacation leave, personal days, or holidays.

11.8 CATASTROPHIC LEAVE. In the event that a member of the bargaining unit incurs a catastrophic illness or injury and exhausts their own sick leave and disability benefits, the remaining members of the bargaining unit, if approved by the Town Manager, may voluntarily donate sick days from their own accumulated sick leave for use by said employee. A catastrophic illness or injury is defined as a non-occupational prolonged hospitalization, serious medical condition which has disabled an employee from the performance of his/her employment duties.

11.9 An employee shall be reinstated from an approved leave of absence without pay, but without any preferred status from his/her prior employment to

any position comparable to the position the employee last held with the Town, provided the returning employee is available and qualified.

11.10 Any employee who is on leave of absence without pay, or military leave, shall not be paid for any holidays or accrue sick leave during the period of the absence. Any vacation time due to an employee at the time of taking a leave of absence without pay may be paid at that time. For any employee who is granted a leave of absence without pay, except for Family and Medical Leave, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his/her insurance benefits be continued and submits the full premium costs for such benefits to the Town for the period of such absence in a manner prescribed by the Human Resources Dept.

11.11 Absence without Leave. An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive full work days, or on three (3) separate full work day occasions without notifying his or her Department Head of the reason for such absence or absences shall be considered to have resigned from the Town service and shall be terminated.

ARTICLE 12 HOLIDAYS

12.0 The following holidays shall be observed as days with full pay: New Year's Day, Labor Day, Martin Luther King Day, President's Day, Columbus Day, Veteran's Day, Good Friday, Thanksgiving Day, Memorial Day, Day after Thanksgiving, Independence Day, Christmas Day and floating holiday

The floating holiday must be used within the fiscal year and is subject to the approval of the employee's supervisor. Employees who fail to use their floating holiday during the fiscal year will forfeit their holiday.

12.1 Holidays falling on a Saturday shall be celebrated on the Friday immediately preceding.
Holidays falling on a Sunday shall be observed on the following Monday.

12.2 Each fulltime employee holiday pay shall be computed at his/her regular daily rate and daily scheduled hours.

12.3 Whenever any of these holidays shall occur when a full-time employee is out on paid sick leave or vacation, the employee shall be paid for the holiday and no charge to sick leave or vacation time shall be made for that day. The Town reserves the right to request verification that the employee was sick.

- 12.4 In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on his scheduled work day immediately preceding and following the holiday.
- 12.5 Any part time employee who is required to work a designated holiday shall receive one and one-half times (1.5X) their normal hourly rate for all work performed on the designated holiday.
- 12.6 Any fulltime employee who is called in to work a designated holiday in which he/she was not scheduled to work shall receive one and one half times (1.5x) their normal hourly rate in addition to their normal holiday pay.

ARTICLE 13 WAGES

Section 1 New Hire Probationary Rates:

a. "Transit Driver" Position

14.75/hr. during 6-month probationary period for duration of contract. Employee will move to the current year rate listed in **Appendix A** upon successful completion of their probationary period.

b. "Dispatcher/Day Assistant" Position

\$15.50/hr. during 6-month probationary period for duration of contract. Employee will move to the current year rate listed in **Appendix A** upon successful completion of their probationary period.

c. "Dispatcher/Night Assistant" Position

\$16.00/hr. during 6-month probationary period for duration of contract. Employee will move to the current year rate listed in **Appendix A** upon successful completion of their probationary period.

Section 2 Current Hourly Employees

Upon ratification by both Parties, all current employees shall receive the COLA increases to their hourly rates beginning July 1 as identified in Appendix A of this contract and in addition shall receive an additional .10 cent increase per hour (every calendar year subsequent to contract ratification by both parties) in recognition of the reduced cost to the town provided by the Teamsters Silver Health insurance fund. This .10 cent increase shall not go into effect until the employees have shifted to the Teamster's Health Insurance Plan.

All current employees shall receive the increases to their hourly rates as identified in **Appendix A** of this contract.

Section 3 Dispatch Coverage Work

Any transit driver who performs dispatch coverage work shall receive the "Dispatch/Day Assistant" pay rate for all hours worked in dispatch pursuant to **Appendix A.**

Section 4 "On Call" Pay

Any driver designated by the Town for "on call" status shall receive \$50.00 pay per shift and receive his/her appropriate rate of pay for any hours worked when required to report to any designated location.

Section 5 Pay Period

All employees are paid every Friday the normal pay period run Sunday through Saturday. All employees shall receive itemized statements showing their hours of work, deductions and earned paid time.

Section 6

All employees scheduled to work weekend shifts (Saturday) shall receive a .50 premium pay for all hours worked on weekend shifts.

Section 7

Members may use their retroactive back pay to contribute towards their employee contribution amount for purposes of funding their HSA account.

Section 8

In lieu of wage increases, the Cafeteria Plan (\$1000 stipend) for ALL Members ceases July 1, 2015.

Section 9

All employees will be paid through direct deposit and must complete the necessary paperwork for the Finance Department to allow for direct deposit.

ARTICLE 14
TEMPORARY VACANCIES OR OPEN SHIFTS

Section 1 Temporary fulltime positions created through an approved leave of absence or FMLA, workman's comp or an off the job medical condition of more than 4 weeks will be posted for 5 normal business days, for temporary assignment to part timer employees, awarded in seniority order. The successful bidder must be able to work the schedule as posted and for the duration posted. Upon the original employee return the successful bidder will vacate the assignment and be placed back into their original assignment

Section 2 Temporary part-time vacancies will be posted for extra earning opportunity for all employees and awarded in seniority order as long as the shift does not create over time or premium pay or cause a part time employee to average more than 28 hours per week. The Town reserves the right to reduce the amount of hours earned in a fiscal year so that the employee remains below 28 hours per week.

Section 3 Open shifts

Special request extra work, vacation coverage which includes any work outside the employees regular run schedule, or open shifts that will need to be filled will be posted as soon as practicable and employees will be given an opportunity to sign up for said work on a separate sign up list made available at a designated common area. Employees who have signed up for the work shall be assigned extra work in seniority order. All open shifts will be offered to all seniority employees and awarded to the senior most employees. Employees must be available and qualified to perform the work and the work cannot interfere with an employee's normally scheduled shift, or create overtime or cause a part time employee to average more than 28 hours per week. The Town reserves the right to reduce the amount of hours earned in a fiscal year so that the employee remains below 28 hours per week. If the shift still isn't filled after exhausting this procedure the Town may offer the work out to non-scheduled sub drivers on straight time. When the Town offers work on an overtime basis it will do so in seniority order. In the event an employee wishes to add their name to the list or remove their name from the list after signing they may do so once per year.

ARTICLE 15 INSURANCE & PENSION

15.1 Pension Eligibility. A fulltime employee is eligible to join the pension plan if the employee has been employed by the Town for one (1) year of service and is at least 25 years of age.

(a) Retirement Income. At normal retirement date (age 65) income will be 2% of the final average earnings (highest 4 of the last 10 July 1st earnings, multiplied by the number of credited service.

(b) Employees will contribute 3.5% of base earnings, the Town will contribute the remainder of the amount necessary to provide an employees retirement income.

(c) An employee becomes 100% vested after 5 years of service in the plan prior to attaining 5 years of service the employees in entitled only to his/her contributions plus interest earned on such contributions upon separation from the Town.

(d) Pension benefits from the plan are in addition to any social security benefits payable to the retiree.

(e) Early Retirement can occur anytime between the first day of the month on or following an employee's 55th birthday and their normal retirement date.

15.2 Life Insurance - The Town shall provide and pay for the full cost of the group life insurance for all fulltime employees who work 35 or more hours per week in the amount of \$100,000.00 including an additional \$30,000.00 in employee's coverage in the event of accidental death. Retirees shall receive \$5,000.00 in life insurance.

15.3. Weekly disability benefits of \$150.00 per week for a maximum of thirteen (13) weeks, such benefits to commence upon the first day of an accident or 8th day of illness and after all sick time has been exhausted.

Health Insurance. Health Insurance Buy-back

15.4 - Section (1). The Employer agrees to make available to all full-time Employees who have completed the first of the month following a 150-day probationary period the Teamsters Local 671 Health Services and Insurance Plan, Silver Plan.

Section (2) All present Employees who have elected to enroll for this Insurance as of the effective date of this Agreement, shall begin coverage as of adoption of this contract by both parties.

Section (3) Open enrollment shall commence in December of each year.

Section (4) For all new Employees electing to enroll, coverage shall begin after the employee has completed 150 days of his/her probationary period and the month the initial premium payment is made.

Section (5) Coverage for an Employee shall end on the last day of the month for which premiums has been paid on behalf of such employee

Section (6) (a) Commencing with the first day this contract is adopted by both Parties and continuing for the remaining duration of the current Collective Bargaining Agreement, the Employer agrees to make the required monthly premium payments to the Teamsters Local 671 Health Services and Insurance Plan for each Employee enrolled.

(b) Premiums are due and payable on the twentieth (20th) of each month representing coverage for the following month.

Insurance rates shall remain in effect from July 1, 2017 through June 30, 2021 as outlined below:

Silver Plan Rates	DATE*	DATE	DATE	DATE
	7/1/18	1/1/19	1/1/20	1/1/21
Single	\$819.54	\$885.11	\$955.92	\$1032.39
EE+1	\$1451.58	\$1567.71	\$1693.12	\$1828.57
Family	\$2083.59	\$2250.28	\$2430.30	\$2624.72

*No later than 7/1/2018

(c) The Employee's contribution shall be deducted from their pay each week.

(d) 1. The Employer will continue to pay the premium for Employees who are absent due to injury or illness for up to four (4) weeks.

2. The Employer agrees to abide by all rules of the Family Medical Leave Act for all personal injury or illness.

3. In the event of a work-related illness or injury (workers compensation) the Employer agrees to continue to pay the premium for a period not to exceed twelve (12) consecutive months. Thereafter, the Employee may continue coverage under COBRA if eligible.

(e) In accordance with the Audit, Collection and Delinquency Policies and Procedures the Trustees require the Employer to provide the Plan with contributions for one (1) month in advance to secure the payment of contributions. When the premium rates increase, this security must be increased before contributions for eligibility will be accepted. If used to cover a delinquency, this security must be replaced before further contributions will be accepted. At the end of this contract, such security may be used toward the towns final monthly premium.

(f) The Employer agrees that 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 public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Teamsters Local 671 Health Services and Insurance Plan.

(g) The Employer shall make contributions to the Teamsters Local 671 Health Services and Insurance Plan by the twentieth (20th) day of each month representing coverage for the following month. If the Employer fails to make contributions to the Teamsters Health Services and Insurance Plan and after a seventy-two (72) hour notice of such delinquency, the Local Union may take whatever steps are required to secure compliance with this section herein.

15.6 Alternatively, employees may opt out of the TEAMSTERS health and dental insurance program. An employee who is covered under alternate health insurance that is not provided **for in whole or part** by either the Town of Enfield or the Enfield Board of Education may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. Employees eligible for health and dental coverage under the Town's plan who waives the same shall receive one of the following:

- \$500 if employee is eligible for individual health and dental coverage;
- \$1,000 if employee is eligible for health and dental coverage for 2 persons;
- \$1,500 if employee is eligible for health and dental coverage for more than 2 persons.

(b) The employee must waive both health and dental insurance to be eligible for this benefit. This annual benefit will be paid to employees in the month of July. A pro rata amount will be paid to eligible employees based on the number of months, and level of coverage, in the fiscal year that they have declined health insurance for themselves, their spouse and dependents.

15.7 Employee monthly copay percentages as follows:

<u>7/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>
12%	12%	12%	12%

The amount of the monthly employee deduction shall be equally divided into a weekly deduction.

15.8 Change of Carriers. The Town may change the carriers for any of the foregoing insurance provided that the benefits shall be equivalent or better than those provided in the above referenced coverage, this provision may only be exercised by the town in the last year of the agreement and no sooner than 90 days prior to the expiration date of the collective bargaining agreement. However, if the Town can provide insurance at a lower cost than the above referenced Teamster's Health Insurance Plan, provided that the benefits shall be equivalent or better than those currently provided then the employee shall pay the difference in cost. In other words, the Town will always pay the lowest health insurance cost between the Teamster's Health Insurance Plan and the Town's Health Insurance Plan.

15.9 Retirement insurance Anthem Blue Cross 65/Blue Shield

Any full-time employee with a minimum of ten (10) years' service and has worked for the Town until age 55 or later and has either retired from the Town of Enfield or who receives retirement income either from the Town or as a result of service with the Town shall be eligible for BC/BS 65, upon attaining 65.

Employees enrolled in the Town's group health insurance plan shall automatically be enrolled in the Towns BC/BS 65 plan for retirees. Retirees not enrolled in the Towns group BC/BS plans shall apply for membership in the Towns BC/BS 65 plan upon attaining age 65.

The hospital and medical plan insurance plan shall be the Anthem Blue Cross/Blue Shield 65 plan as prescribed by the contract in force.

The Town shall pay the full Anthem Blue Cross/Blue Shield 65 premium of each subscribing retiree.

Retirees shall be able to purchase Blue Cross/Blue Shield 65 coverage for their spouses at the Towns COBRA rate. Early retirees shall be able to continue coverage for themselves and dependents provided that they pay the COBRA rate for such coverage in a timely manner.

Retirees and spouses may continue on their regular insurance plan at their own cost until they are eligible for Blue Cross/Blue Shield 65. If a retiree elects to stay with the Town health insurance, then the Town will continue to fund 50% of the retirees' HSA deductible amount as outlined in the health insurance plan. However, once the retiree reaches age 65 the Town shall have no obligation to make any HSA contribution.

ARTICLE 16
NON DISCRIMINATION

Neither the Town nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, physical or mental disability, union activity or political activity, or any other non-job-related characteristic. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE 17
STRIKES AND LOCKOUTS

Section 1. For the duration of this Agreement, the Union, its officers, representatives and members shall not authorize, instigate, ratify or participate in any strike, sympathy strike, slowdown, stoppages of work, interference with Town business, or picketing (collectively referred to as "strikes"). Any employee participating in, encouraging, instigating, aiding, or abetting a strike shall be subject to disciplinary action;

Section 2. The Employer agrees that it will not lock out employees during the term of this agreement

Section 3. It shall not be the cause of disciplinary action in the event an employee refuses to drive through a picket line due to concerns of his/her safety or the safety of his/her passengers.

ARTICLE 18
MISCELLANEOUS

Safety. The Town of Enfield recognizes that every employee is entitled to work under the safest possible conditions available. Every effort will be made by the Town to provide such conditions and to promote proper attitudes towards injury and illness prevention.

The first step towards providing a safe working environment for employees is the safety program which includes the following:

- a. Quarterly loss control meetings for all union and non-union employee groups.
- b. Safety and health inspections to identify and eliminate any unsafe working conditions or practices.
- c. Required safety training, immunizations and personal protective equipment for protection from occupational injuries and diseases;
- d. Prompt and thorough accident investigations /including the initiation of corrective measures to be used towards creating safer working conditions;
- e. Ongoing enforcement of the safety rules and regulations provided by safety committees and division/division heads.

It is the basic responsibility shared by everyone to make safety realization a part of their daily concern. Employees are obligated to observe the rules and to use all safety information and equipment provided. Employees must immediately report unsafe conditions or equipment immediately to their supervisors to insure the safety of all Town employees.

Seatbelt Policy. In recognition of Public Act 85-429, this went into effect January 1, 1986 the Town of Enfield adopted a uniform policy regarding the use of seatbelts by its employees while engaged in conducting Town business, and it is hereby amended as follows.

Applicability. This policy, except where noted, will apply to all Town employees conducting Town business while driving any Town or private vehicle.

Policy. All Town employees shall wear seatbelts at all times while either driving or as a passenger in a moving Town or private vehicle that is engaged in conducting Town business. This policy shall include all regular cars, vans, trucks, and special purpose vehicles (for purpose of this policy a special purpose vehicle is defined as one whose use is not normally intended for over the road travel).

Exceptions to this policy are public busses when riding in a passenger seat that is not equipped with a seatbelt.

Deferred Compensation Plan. The Town shall continue established procedures for enrolling employees in the existing deferred compensation plan(s). Participation in this plan shall be at the discretion of each individual employee.

Employee Assistance Program. In the event that employees encounter personal problems that affect their lives and livelihoods, the Town of Enfield offers its employees the opportunity to obtain assistance through the Employee Assistance Program which provides confidential counseling and referral services to employees and their families during these times.

Personal Appearance. The employees of the Town of Enfield should always present themselves in dress and grooming suited to the work which they perform. Departments may establish codes of proper dress and grooming which relate to the public contact, safety, hygiene or nature of the work being performed subject to overall approval of the Town Manager. Clean and modest attire is appropriate for all employees.

Smoke Free Workplace. The buildings, grounds and vehicles of the Town of Enfield are all smoke-free. No employees will be permitted to smoke in these buildings, grounds or vehicles except in a privately-owned automobile.

Citations /Tickets the Town shall pay any fine for a citation issued to any driver for any equipment violation that is not the drivers fault while operating a company vehicle.

Unsafe Equipment. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition or

not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. Any equipment which is refused because not mechanically sound or properly equipped shall not be used by other drivers until the Maintenance Department has adjusted the complaint. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property. Employees shall not be required to exceed the stated capacity of any vehicle.

Restrooms all drivers will be allowed access to clean and sanitary restrooms to be used during the course of their shifts to include weekends.

Uniforms The Town reserves the right to issue uniforms to employees and require that they wear them. The employer agrees that if any employee is required to wear a uniform as a condition of his/her employment then such uniform will be provided by the employer with no charge to the employee.

I.D Cards if the employer requires employees to carry personal identification the cost of such personal identification shall be borne by the employer, including replacement.

Maintenance in the event the employer requires employees to clean their company vehicles/busses, the employer will provide the necessary cleaning products including paper towels, sanitizer, window cleaner trash bags, gloves etc. employee will not be required to clean blood, bodily fluid, wastes or fluids or other potentially hazardous substances unless provided with proper training and equipment.

Examination the Town will reimburse all employees \$65 dollars for the legally required D.O.T examination and/or filing fee provided the employee provides proof of the expenses.

Any Town directed examination shall be paid for by the Town. If as a result of the employer requested examination the employee has suffered a loss of earning and it is later determined the employee was in fact fit for duty the employee will be compensated for all lost earnings.

Annual Performance Evaluations

Entry level probationary employees shall receive monthly job performance evaluations for the term of their probationary period. Probationary evaluations may not be grieved.

Regular employees will receive annual job performance evaluations on the anniversaries of their hire date, which will be discussed with the employee. Any controversy concerning job performance evaluations will be resolved through the grievance procedure.

Employees will receive a copy of their performance evaluation, which will also be placed in the official personnel file.

Biohazard Policy

The Town of Enfield will maintain a Bio hazard policy which may be modified from time to time as deemed necessary. This policy will be available on the Union bulletin board and/or available upon request.

ARTICLE 19 SAVINGS CLAUSE

Section 1 Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

Section 2 This contract represents complete collective bargaining and full agreement between parties as to the rates of pay, wages, hours of employment, benefits, pension, or other conditions of employment which shall prevail during the term of this agreement

ARTICLE 20 SUBSTANCE ABUSE TESTING

Section 1. The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all employees and to protect the public;
- B. To insure the reputation of the Town of Enfield's Drivers/Dispatchers as good, responsible citizens worthy of the public trust;
- C. To reduce the incidents of accidental injury to person or property;
- D. To reduce absenteeism, tardiness and indifferent job performance; and
- E. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

Section 2. Definitions

- A. Alcohol or alcoholic beverage-means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed drug-means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal drug - means any drug or controlled substance, the sale, possession or consumption of which is illegal.
- E. Supervisor-means any Supervisor or the Department Director or his/her designee.

Section 3. Basis for testing

- A. Random drug testing-the Department Director shall determine the number of employees to be tested on an annual basis. Not more than 25% of employees shall be randomly selected per test. An independent testing agency shall select employees to be tested by a computer-generated process not more than four times per year.
- B. Reasonable suspicion testing - an employee may be required to undergo testing based on "reasonable suspicion". Reasonable suspicion shall mean when objective facts and observations are brought to the attention of a supervisor, based on the reliability and weight of such information, such that the supervisor can reasonably infer that, or suspect that, the employee is using illegal drugs, is abusing prescribed drugs, or is reporting for duty (or on duty) under the influence of alcohol or drugs. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: the appearance, speech, behavior, body odors, of the employee; reports and observations of the employee's drug related activities, such as purchase, sale or possession of illegal drugs; association with known illegal drug dealers or users; observation of the employee at known illegal drug or suspected illegal drug related locations; an otherwise unexplained change in the employee's behavior or work performance; an observed impairment of the employee's ability to perform his or her duties.

If the employee is ordered to undergo a reasonable suspicion drug and/or alcohol test he shall be given a brief verbal statement of the basis for the reasonable suspicion. A verbal directive to submit to such test shall be confirmed in writing, but the testing shall not be delayed pending the issuance of the written directive.

Section 4. Testing procedures

Testing shall be performed by a licensed laboratory or third party administrator who is trained and/or certified to perform testing. Testing will be done with due regard for chain of custody and for the employee's right to privacy, subject to standard testing protocols to insure a valid sample.

Testing for alcohol shall be by breathalyzer and, if positive, there shall be a re-confirming test after fifteen minutes. Testing for drugs shall be by urine testing.

For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within forty-eight hours of receiving notification of such result, request in writing to the Department Director that the second part of the sample be made available for re-testing at a licensed laboratory of the employee's choosing. The second part of that sample shall be transferred to that laboratory in such a manner as to insure the proper chain of custody. The second test performed at the employees' request, shall be at the employee's expense. If the second test is negative, the positive test shall be null

and void and the Town shall reimburse the employee for the cost of the second test.

Section 5. Interference with or refusal to submit to testing - any alteration, switching, substituting or tampering with a sample or test given under this policy by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include discharge. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this policy, or to cooperate in providing information needed in connection with the testing, shall result in the employee's immediate suspension without pay and subsequent disciplinary action which may include discharge.

Section 6. Rehabilitation - the opportunity for rehabilitation shall be granted once for any employee who:

- A. Voluntarily admits to alcohol or drug abuse prior to testing, or
- B. Tests positive for alcohol or abuse of legally prescribed drugs for the first time. The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent that it is not covered by the employee's health insurance. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs and/or alcohol for a period of 36 months (up to 48 months if recommended by the Substance Abuse Professional) after his return to duty. The frequency of this testing will be at the discretion of the Department Director. This testing is in addition to random testing which the employee will continue to be subject to. If after screening, the employee tests positive, he will immediately be suspended without pay and will be subject to discharge.

Nothing in this policy shall preclude disciplinary action against an employee who is involved in any drug/alcohol related misconduct.

Section 7. Consequences of a positive test - the consequence of a positive test shall be as follows:

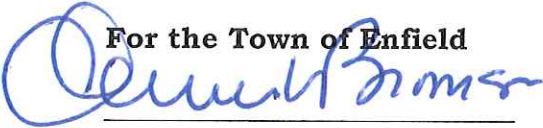
- A. For use of an illegal drug or for use of a drug prescribed to someone other than the employee - discharge.
- B. For abuse of a legally prescribed drug to the employee - first offense, 30 day suspension, subsequent offense, discharge.
- C. For alcohol (at the level of .04 or greater) - first offense, 30 day suspension, subsequent offense, discharge.

21.1 This contract shall be in full force and effect through July 1, 2017 thru June-30, 2021 including all monetary provisions which shall be retroactive, if applicable, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. All changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

21.2 Within (90) Days of the expiration of the contract, either party may notify the other party if it wishes to amend or modify the contract. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications

Health Insurance Re-Opener

In the event the Affordable Care Act is changed, modified, amended or repealed the parties agree to meet to negotiate the impact on part time employees covered under this agreement as required by law.



6-28-18
Date: 2018

For the Union


5/18/18
Date: 2018

BUS DRIVERS (Full & Part-time)	Annual Rate %	Probation Only
Probationary Rate For All Contract Years	N/A	14.75
		Post Probation
7/1/2017	2.00%	15.39
Once members have shifted to the Teamster's Health Insurance Plan, they shall receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings.	N/A	15.49
7/1/2018	2.00%	15.80
*Members receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings. 1/1/2019	N/A	15.90
7/1/2019	2.00%	16.22
*Members receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings. 1/1/2020	N/A	16.32
7/1/2020	2.00%	16.65
*Members receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings. 1/1/2021	N/A	16.75
DISPATCHER/DAY ASSISTANT	Annual Rate %	Probation Only
Probationary Rate For All Contract Years	N/A	15.50
		Post Probation
7/1/2017	2.00%	17.41
Once members have shifted to the Teamster's Health Insurance Plan, they shall receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings.	N/A	17.51
7/1/2018	2.00%	17.86
*Members receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings. 1/1/2019	N/A	17.96
7/1/2019	2.00%	18.32
*Members receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings. 1/1/2020	N/A	18.42
7/1/2020	2.00%	18.79
*Members receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings. 1/1/2021	N/A	18.89
DISPATCHER/NIGHT ASSISTANT	Annual Rate %	Probation Only
Probationary Rate For All Contract Years	N/A	16.00
		Post Probation
7/1/2017	2.00%	18.01
Once members have shifted to the Teamster's Health Insurance Plan, they shall receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings.	N/A	18.11
7/1/2018	2.00%	18.47
*Members receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings. 1/1/2019	N/A	18.57
7/1/2019	2.00%	18.94
*Members receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings. 1/1/2020	N/A	19.04
7/1/2020	2.00%	19.42
*Members receive a .10 cent per hour increase in recognition of reduced cost to health insurance savings. 1/1/2021	N/A	19.52

APPENDIX B

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Employment Eligibility	Employed at least 12 months and Work at least 1250 hours during the Fiscal year.	Same.	Same
Effective Date	August 5, 1993 for non-bargaining Unit employees; February 5, 1994 For union members.	Same.	Same
Who qualifies?	Employees who meet eligibility criteria above.	An employee who is either the father or the mother can take family leave for the birth, placement for adoption or foster care of a child. See 825.112, Family Medical Leave Act for qualifying circumstances under which family leave may be taken for adoption or foster care. Eligibility for leave expires 12 months after the event. Leave must be completed by the one-year anniversary of the event.	An employee who has a biological child, adopted child, foster child, step-child, legal ward or a child under 18 for whom the employee stands in loco parentis. An employee who has a child (defined above) age 18 or older who is incapable of self-care due to mental or physical disability. An employee who has a biological parent, former legal guardian, or someone who raised the employee in place of a parent. An employee who has a spouse as legal husband or wife.
Serious Health Condition Defined	Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or Continuing treatment by a health care provider. Excludes short-term conditions for which treatment and recovery are brief such as illness lasting a few days. Pregnancy/Maternity Leave taken shall count toward FMLA leave.	Not applicable.	Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or Continuing treatment by a health care provider. Excludes short-term conditions for which treatment and recovery are brief such as illness lasting a few days. Pregnancy/Maternity Leave taken shall count toward FMLA leave.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary.	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same.	Same.
Provisions if Both Spouses Work For the Town	12 weeks leave each for their respective personal serious health condition(s).	A combined total of 12 weeks of leave which may or may not be taken concurrently. However, if both employees work in the same department then the leave cannot be taken on the same scheduled workdays.	12 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department, then the leave cannot be taken on the same scheduled workdays, except for the serious health condition of the spouse.
Restoration to Position	Must be restored to the same position held prior to the leave; or To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment. An employee has no greater right to reinstatement or to benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.	Same.	Same.
Notification	Employee must provide 30 days notice when need for leave is foreseeable. Otherwise notice must be given as soon as practicable.	Same.	Same.
Medical Certification	Certification for illnesses shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of the job, and medical reasons for any intermittent or reduced leave requests (if applicable).	Not applicable.	Certification for illness shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for any intermittent or reduced leave requests.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Second and Third Opinions	The Town may request and pay for a second opinion from a physician of the Town's choice. Either the employee or the Town may request a third opinion if the 1st two opinions conflict. A third opinion shall be paid for by the Town and both the Town and the Employee must agree on the provider. The decision of the third opinion is final.	Not applicable.	The Town may request and pay for a second opinion from a physician of the Town's choice. Either the employee or the Town may request a third opinion. A third opinion shall be paid for by the Town and both the Town and the employee must agree on the provider. The decision of the third opinion is final.
Certification for Return to Work	Certification of fitness for duty may be required of all employees taking FMLA leave.	Certification of fitness for duty may be required of all employees taking FMLA leave.	Not applicable.
Relationship to Paid Leave	Employee may utilize accrued sick leave, then may request unpaid leave for the duration of the FMLA leave. The employee may substitute accrued vacation leave in place of all or part of the unpaid leave, if s/he so desires.	If the employee is the birth mother, accrued sick leave must be utilized first for the period of disability. After the disability, the employee may request unpaid leave for the remainder of the FMLA leave for the care of the child. Accrued vacation time can also be used in lieu of all or part of the unpaid leave if the employee so desires. If the employee is not the birth mother, s/he may request unpaid leave or use accrued vacation time in lieu of all or part of the unpaid leave for the duration of the FMLA leave.	Employees may use up to 15 family sick days, then may request unpaid leave or the accrued vacation time in lieu of all or part of the unpaid leave, for the duration of the FMLA leave.
Sick Leave and Vacation Leave Accruals	Sick and vacation leave shall not accrue for any full calendar month in which the employee is not in a regular paid status. Sick and vacation time will accrue during the employee's use of paid sick leave and/or paid vacation leave for any portion of FMLA leave.	Same.	Same.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, SPOUSE OR PARENT
Maintenance of Medical, Dental and Life Insurance Benefits	The Town will maintain group medical, dental and life insurance coverage for the duration of the FMLA leave provided that the employee makes the necessary payment(s) for that portion of the insurance premium that s/he would have had to make had s/he not taken FMLA leave. In the event that the employee does not return to work when the FMLA leave expires, s/he shall be able to continue medical and dental coverage under COBRA at his/her own expense at the COBRA rates. Failure to continue coverage under COBRA will result in the expiration of medical and dental coverage at the end of the month when such FMLA leave has expired. Life insurance coverage expires when FMLA leave expires if the employee does not return to work unless the employee opts to continue coverage at his expense.	Same.	Same.

Miscellaneous	All requests for FMLA leave must be documented including whether or not the leave was granted and reasons for the denial where that is the case. The Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising his/her rights under the FMLA. The Town may not penalize or discipline an employee for requesting or using the FMLA provisions. The 12 month period for Family & Medical Leave shall be measured forward from the date any employee's first Family & Medical Leave begins or is designated as the start date. Medical information and documentation shall be treated as confidential medical records and shall be kept in a confidential file separate from the employee's personnel file. The parties agree that existing contractual benefits will remain in effect in accordance with existing collective bargaining agreement.
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