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# AGREEMENT

**between**

**THE TOWN OF MIDDLEBURY**

**-and-**

**TEAMSTERS LOCAL UNION NO. 677**

**July 1, 2017 through June 30, 2021**

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**THIS AGREEMENT** made as of the 1st day of July, 2017, by and between the **TOWN OF MIDDLEBURY**, Connecticut (hereinafter referred to as the "Employer") and **TEAMSTERS LOCAL UNION NO. 677**, an affiliate of the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA** (hereinafter referred to as the "Union").

## **ARTICLE I** **RECOGNITION**

Pursuant to an election held under the auspices of the Connecticut State Board of Labor Relations on March 22, 1973, and certification thereafter in Case No. ME-2489, the Employer agrees to and hereby does recognize the Union as the exclusive representative of all employees in the Employer's Public Works Department and Water Pollution Control Authority, excluding the Director of Public Works, except those working less than twenty (20) hours a week, for the purpose of collective bargaining in respect of rates of pay, hours of work and other conditions of employment.

The Employer also agrees that the employees of the Building Maintenance Department shall be represented by the Union.

Sewer construction and repair shall be considered Bargaining Unit work.

## **ARTICLE II** **MANAGEMENT**

Except as specifically set forth in this Agreement, the management of the Public Works Department, the manning of the same and the direction of the working forces will vest solely in the Employer, including the right to hire, transfer, promote, retain, for proper cause to discipline and discharge, establish and maintain standards of quality, efficient operations and worker efficiency, to relieve employees from duties because of lack of work and to determine schedules of operation. If not specifically set forth in this Agreement, there shall be no abridgment or diminution of any function, authority, right or responsibility of the Employer.

## **ARTICLE III** **UNION SECURITY**

**Section 1.** All employees covered by this Agreement, not later than the thirtieth day following the day of their employment or the thirtieth day following the effective date of this clause, whichever is the later, shall become members of the Union and shall maintain such membership in good standing for the duration of this Agreement.

**Section 2.** Employer will deduct from the wages of all employees who have presented a signed checkoff card, regular monthly dues and initiation fees of the Union

and agrees to remit to said Union all such deductions. All deductions shall be made from the first (1st) pay each month. The Union agrees that it will save the Employer harmless from any damages incurred by reason of carrying out the provisions of this Agreement concerning the assignment of wages to the Union for initiation fees and dues.

Section 3. "Administrative Dues" - The Employer agrees to deduct the amount of five cents (.05) per hour for each hour worked, the maximum weekly deduction shall not exceed two dollars (\$2.00), from the weekly pay of each employee from the weekly pay of each employee who shall have authorized such deduction, in writing, as "Administrative Dues". Deductions shall be made from the net pay of each employee who is or who becomes a member of the Union within the scope of the Bargaining Unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so, in writing, on an administrative dues authorization form to be furnished to the Employer.

Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all Federal and State laws and regulations regarding same, including Section 302 (c) of the Labor Management Relations Act, as amended.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the Employer's participation in or performance of the provisions of this article. The Union assumes full responsibility for the disposition of the moneys so deducted once they have been sent to the Union.

#### **ARTICLE IV** **HOURS OF WORK AND OVERTIME**

Section 1. The regular work week shall consist of five (5) consecutive eight (8) hour days - Monday through Friday, 7:00 A.M. to 3:00 P.M. This schedule to include a twenty (20) minute paid lunch period. The Waste Control Attendant will be assigned a work week commencing on Monday through Saturday and will not receive premium pay for work performed on Saturdays.

Section 2. An employee performing emergency work on Sunday or holidays shall be paid at two (2) times the hourly rate.

Section 3. All time worked in excess of eight (8) hours per day, or outside of regular scheduled hours, shall be paid for as overtime at one and one-half (1-1/2) times the employee's normal rate. All overtime work must have prior approval of the Director of Public Works or his/her designee.

Section 4. All employees shall be entitled to an unpaid lunch period not to exceed thirty (30) minutes except during the summer schedule.

Section 5. Any employee requested to work outside his/her normal working hours after having left his/her work station for one (1) hour, shall be guaranteed a minimum of two (2) hours work at the rate of one and one-half (1-1/2) times his/her normal rate of pay. If such employee works more than two (2) hours, he shall be guaranteed a minimum of four (4) hours. If he works more than four (4) hours, he shall receive pay for actual hours worked.

Section 6. Building Maintenance hours of work shall be 7:00 A.M. to 3:00 P.M. When there is activity at the Town Hall such as meetings, etc., the Town shall have the right to assign the least senior employee to a 3:00 P.M. to 11:00 P.M. shift, with a paid twenty (20) minute lunch break.

## ARTICLE V HOLIDAYS

Section 1. All employees covered by this Agreement shall receive a full day's pay at their straight time rate of pay for thirteen (13) holidays or the days celebrated as such, regardless of the day of the week upon which the holiday falls.

New Year's day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
July 4th	Christmas Day
Employee's Birthday	

Section 2. In order to be eligible for holiday pay, employees must work the last scheduled work day prior to and the next scheduled work day after such holiday, unless excused by the Director of Public Works or his/her designee.

Section 3. When a holiday falls in a week during which an employee is on vacation, he shall receive the holiday pay.

Section 4. Regular part-time employees will receive holiday pay based upon the average number of hours they work during the work week.

Section 5. The date of holidays are to coincide with the list published by the State Personnel Department.

## ARTICLE VI VACATIONS

Section 1. Employees are entitled to vacation periods with pay as follows:

<b>SERVICE</b>	
Six (6) months to one (1) year	1 week
One Year	1 week
Two (2) years	2 weeks
Five (5) years	3 weeks
Ten (10) years	3 weeks and 1 day
Eleven (11) years	3 weeks and 2 days
Twelve (12) years	3 weeks and 3 days
Thirteen (13) years	3 weeks and 4 days
Fourteen (14) years	4 weeks
Twenty (20) years	5 weeks

Section 2. Eligibility will be anniversary date of hire; less than one (1) year of service as of anniversary date will be pro-rated at two percent (2%) of earnings from time of employment.

Section 3. Employees shall choose their vacations in order of their seniority.

Section 4. The maximum vacation to be taken consecutively is two (2) weeks. any variation in this policy must be authorized by Employer.

Section 5. The vacation period shall be from January 1st through December 31st, except for weeks that the Town designates for oiling roads. Employees who desire vacations during the winter months of January, February and March may bid for such vacation time and it shall not be unreasonably denied. The Town reserves the right to allow only two (2) men to be on vacation in any week.

Section 6. All vacations must be taken as earned, except that employees may be permitted to carry over a maximum of one week (40 hours) of vacation time, to the next fiscal year, provided a request is made, to do so, within two weeks of the end of the fiscal year.

Section 7. Regular part-time employees will receive vacation pay based upon the average number of hours they work during the week.

## ARTICLE VII SENIORITY

Section 1. Seniority is defined as the total continuous length of service since the employee's last date of hire with the Employer.

Section 2. An employee shall lose seniority status -

- (a) if he quits voluntarily;
- (b) if he is discharged for proper cause;
- (c) if he is absent, except in case of layoff, for three (3) consecutive working days without notifying the Employer by telephone or otherwise, unless he furnishes to the Employer an adequate reason for his/her failure to work;
- (d) if he fails to report for work after three (3) working days when recalled by the Employer from layoff, unless he furnishes to the Employer an adequate reason for his/her failure to return;
- (e) if he exceeds a leave of absence, unless he furnishes to the Employer an adequate reason for his/her failure to return;
- (f) if he/she has had less than five (5) years of seniority and is absent from work for any reason for a period of twelve (12) months; and if he/she has more than five (5) years of seniority and is absent from work for a period of twenty-four (24) months for any reason, except, active military or naval or maritime service under the provisions of the Uniform Selective Service Act. Any employee absent because of illness will not lose seniority status for a period equal to his/her seniority.

Section 3. New employees shall be regarded as probationary employees until they have completed three (3) months of employment. After three (3) months of employment, the Town, in its sole discretion, may extend the probationary period for an additional three (3) months, upon written notification to the employee, and agreement by the employee and the Union. After successful completion of the probationary period the employee's seniority shall date back to the date of hire. In the case of such new employees, there shall be no seniority rating nor responsibility on the

part of the Employer for continued service nor for re-employment if laid off before the completion of the probationary period. Department seniority lists shall be prepared showing each employee's name, job classification and seniority date and given to the Union from time to time on request. The Union shall be notified of changes as they occur. Any employee terminated during the probation period shall not have access to the grievance and arbitration procedure (Article IX).

Section 4. The following procedure shall be followed for the decreasing of the working forces:

(a) Layoffs shall first be from probationary employees and part-time employees. In the event further curtailment in either hours and/or layoff by seniority is necessary, the Employer will advise the Union before any action is taken. The Employer will also advise the Union of all layoffs and all recalls at the time they occur, in writing.

(b) When it becomes necessary to reduce the working force in any occupation the employee with the least seniority in the occupation will be transferred from the occupation. Such employee must take a vacant job, which he/she is qualified to fill. If there are no qualified jobs, or if he/she is not qualified to fill a vacancy, he/she may take the job held by the employee with the lowest seniority provided he/she can immediately perform said job with the same skill, ability and efficiency as the employee he/she displaces. Any employee who displaces another employee and is unable to perform such displaced employee's work with the same skill, ability and efficiency, will be laid off and placed on the recall list.

## ARTICLE VIII DISCRIMINATION

Section 1. The Employer and the Union agree that all employees of the Employer in any capacity shall be free from discrimination, coercion or intimidation by either party hereto in all matters pertaining to Union activities or to Union membership therein. Except as provided below, no Union activities shall be undertaken on Employer time.

Section 2. The policy of the Employer and the Union is not to discriminate against any employee, or applicant for employment, because of race, creed, color, age, sex or National origin.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

Section 1. The Union having appointed a Shop Steward to have charge of grievances or disputes or matters of mutual interest which may arise between the parties, it is hereby agreed that the Employer will confer with such Steward from time to time as grievances or disputes or matters of mutual interest may arise, and an earnest effort shall be made to settle such disputes in the following manner:

Any employee shall have the right to give notice of the grievance to his/her Steward after obtaining permission from his/her Crew Leader, provided the grievance has not previously been resolved after discussion between the Crew Leader and the aggrieved employee. After obtaining permission from his/her Crew Leader, the Steward may investigate or attend the grievance. The permission of the Crew leader shall not unreasonably be withheld provided there is not interference with production.

The following shall be the procedure for formally discussing any grievance concerning the application or interpretation of any clause or clauses of this Agreement.

- a) Between the Steward and the employee's supervisor. The decision of the supervisor shall be given as soon as possible, but not later than seventy-two (72) hours after all facts have been presented and the Employer has so been informed and the decision shall be final unless appealed from within seventy-two (72) hours. In the event of appeal, the grievance shall be reduced to writing, in triplicate, and shall set forth the time and place and nature of the grievance.
- (b) Between the Union business representative and a representative of the Employer. The written decision of the Employer shall be given within one week (7 days) after all facts have been presented and the Employer has been so informed, and the decision shall be final unless appealed from within one week (7 days).
- (c) In the event of a dispute between the Employer and the Union as to the interpretation and application of any clause or clauses in this Agreement, or any supplement thereto, either party may submit the matter for arbitration according to (i) below:
  - (i) The party choosing to submit the grievance to arbitration must notify the other party in writing within thirty (30) days of the date of the decision given at the last step of the

grievance procedure and must within said thirty (30) days file its request with the Secretary of the Connecticut State Board of Mediation and Arbitration for the initiation of the arbitration. Such notification shall set forth in detail the grievance claimed and state what part of this Agreement is involved. The Arbitrator shall be chosen through the auspices and under the rules of the Connecticut State Board of Mediation and Arbitration, and the proceedings shall be conducted under the rules and regulations of the State Board of Mediation and Arbitration, and the cost thereof shall be borne equally by the parties.

Section 2. No grievance shall be processed unless filed in writing within thirty (30) days, unless the Union can demonstrate that some unusual circumstances prevented a more timely filing of the grievance.

Section 3. During the term of this Agreement, there shall be no lockouts on the part of the Employer and no strikes, refusal to work, slowdowns or other interference with the normal conduct of the Employer's business by the Union or its members until every effort has been made and exhausted to settle any grievance, question or dispute by negotiation in accordance with the procedure herein provided.

## **ARTICLE X** **FUNERAL LEAVE**

Section 1. Absence from work because of death in the employee's immediate family shall be excused and compensated for under the following conditions:

- (a) Notification to his/her Crew Leader.
- (b) The immediate family shall mean: father, mother, current stepparents, spouse, son, daughter, brother, sister, stepchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunts, uncles, grandfather, grandmother, and grandchildren of the employee.
- (c) The purpose of time off with pay is to attend the funeral ceremonies.

Compensation shall be paid at eight (8) hours per day at their hourly rate, not more than eight (8) hours, but not to exceed three (3) days or any day beyond the day of the funeral, or four (4) days or any day beyond the day after the funeral if the funeral is over five hundred (500) miles from Middlebury, with the exception of the death of the spouse, child or parent when five (5) days will be granted. Employees

shall not be compensated for absence on days when the plant or the employee is not scheduled to work because of vacation, etc., or the employee's department is not scheduled to operate.

It is agreed that the Employer may require the employee to furnish verification of the date of death of an aunt or uncle.

### ARTICLE XI JURY DUTY

When an employee reports to a state or federal court when summoned for jury duty, during days when he/she would be otherwise scheduled to work, he/she shall be paid by the Employer the difference between his/her jury pay and eight (8) times his/her hourly rate. Employees who are called to jury duty and excused will not be required to work any shift where more than half the hours fall on a scheduled appearance date.

### ARTICLE XII HEALTH INSURANCE BENEFITS

Section 1. The Employer agrees to grant employees a maximum of fifteen (15) days sick leave per annum to be earned at the rate of one and one-quarter (1-1/4) days per month, cumulative to one hundred seventy-five (175) days, it being understood that after three (3) consecutive days of absence, a doctor's certificate will be necessary in order for the employee to qualify for sick leave. The Town will pay full sick pay the first one (1) week of the employee's illness and then three (3) days each week thereafter, if the employee has earned sick days available. The Employer further agrees to provide an insurance policy providing non-occupational sickness and accident insurance paying weekly payments in the amount of two-thirds (2/3) of the employee's weekly pay, with a maximum of three hundred and fifty (\$350.00) dollars for a maximum period of twenty-six (26) weeks following the twenty-six (26) weeks of eligibility under the Union plan.

Upon retirement from employment with the Town of Middlebury, or upon voluntary termination after at least ten (10) years of service, an employee shall receive payment for thirty percent (30%) of all unused sick leave accumulated up to a maximum of thirty percent (30%) of one hundred fifty (150) days.

Section 2. The Employer further agrees to grant regular full-time employees three (3) personal days leave per year. such personal days shall not be cumulative. Request for personal days shall be made within twenty-four (24) hours in writing to the first Selectman or his/her designee, except in the case of an emergency, if an employee invokes the "emergency" waiver of the required 24 hour notice, he / she must justify the reason for same. An emergency involves circumstances that must be

reasonably attended to immediately and for which the employee did not know of in time to make a 24 hour written request. Unused personal leave shall be paid, on a straight time basis, at the end of each fiscal year.

Section 3. Employer agrees to continue present Group Life Insurance Plan provided by the Town of Middlebury for all employees, at the value of one times the employee's annual salary.

Section 4. Commencing on the first day of April, 1989 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 Services and Insurance Plan, 1871 Baldwin Street, Waterbury, Connecticut 06706, for each and every employee performing work within the scope of and/or covered by the collective bargaining agreement, whether such employee is a regular, probationary, temporary, 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 retroactively from July 1, 2017, the Employer shall contribute to the respective Health Services and Insurance Plan the sum of \$9.95 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 but not more than three hundred ninety-eight and 00/100 dollars (\$398.00) per week for any one employee from the first hour of employment in such week.

Commencing July 1, 2018, the Employer shall contribute to the respective Health Services and Insurance Plan the sum of \$9.95 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 but not more than three hundred ninety-eight and 00/100 dollars (\$398.00) per week for any one employee from the first hour of employment in such week.

Commencing July 1, 2019, the Employer shall contribute to the respective Health Services and 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 but not more four hundred eight and 00/100 dollars (\$408.00) per week for any one employee from the first hour of employment in such week.

Commencing July 1, 2020, the Employer shall contribute to the respective Health Services and Insurance Plan the sum of \$10.45 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 but not more four hundred eighteen and

00/100 dollars (\$418.00) per week for any one employee from the first hour of employment in such week.

### ARTICLE XIII PENSION

The Employer agrees to maintain in effect for the duration of this Agreement the town of Middlebury Retirement Plan dated July 1, 1967, as amended, and to initiate changes set forth in the **MEMORANDUM OF UNDERSTANDING**, attached to this agreement. Pension booklet to be furnished to all highway and Building Maintenance employees. The Town shall provide a spokesman to explain the benefits of the Pension to the employees no later than six (6) months after the signing of this Agreement.

### ARTICLE XIV COMPENSATION FOR INJURY

Any injury or physical disability due to the pursuit of his/her occupation shall be compensated for in accordance with the Worker's Compensation Laws of the State of Connecticut, it being understood that the first three (3) days under the Worker's Compensation Act will be debited from the number of sick days allowed. When, and if, the employee becomes eligible for compensation, said sick time shall be restored if the employee remains incapacitated for more than seven (7) days as per Section 31-295(a) of the Connecticut General Statutes.

### ARTICLE XV DISMISSAL

The Employer may immediately discharge employees for the following offenses:

- Unauthorized leave of absence without valid reason.
- Under the influence of liquor or drugs, while on duty.
- Risk of injury to a minor.
- Theft.
- Insubordination - First Offense - warning notice.
- Second Offense - three (3) days suspension
- Third Offense - discharge

It is understood that for certain offenses the punishment may result in suspension or discharge, depending upon the severity of the offense.

All notices must be in writing, to employees and the Union, and shall be removed from an employee's file six (6) months after the date of such offense.

**ARTICLE XVI**  
**LEAVE OF ABSENCE**

Employees shall be provided any and all personal, family and military leave, and all accompanying rights and benefits, to which they may be entitled, under the Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C. Section 2601, et seq., as amended, the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. Section 4301 et seq., as amended, and military leave pursuant to Conn. Gen. Stat. § 27-33a, as amended. Employees must meet all eligibility requirements, and shall be subject to all obligations contained in FMLA, USERRA, and Connecticut law, which must be satisfied for the employees to be covered by those laws.

Any employee, with seniority rights, may be granted a leave of absence if agreed to by the Employer and the Union without loss of seniority rights. A leave of absence shall be understood to mean absence from work without pay. A leave requested by an employee and consented to by the Employer and the Union will be for an agreed period of time, but in no instance will the leave be for more than one (1) year.

During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

**ARTICLE XVII**  
**CLASSIFICATION AND WAGE SCHEDULE**

Section 1. Effective July 1, 2017 each employee shall receive an increase in wages in the amount of \$.75 per hour. On July 1, 2018 each employee shall receive an increase in wages in the amount of \$.75 per hour. On July 1, 2019, each employee shall receive an increase in wages in the amount of \$.75 per hour. On July 1, 2020, each employee shall receive an increase in wages in the amount of \$.75 per hour. Effective July 1, 2017, the pay for Maintainer, Class A, shall be equalized with the pay of the Crew Leader, Class A.

**See Wage Schedule Attached**

Section 2. Vacancies. Vacancies shall remain posted for two (2) working days and shall be awarded to the senior employee who qualifies.

Section 3. All regular part-time employees who work twenty (20) hours or more will be covered by the Insurance Benefits and Pension provided above. Part-time

employees who work less than twenty (20) hours and summer help are not covered by this agreement.

Section 4. New employees shall receive seventy-five cents (\$.75) per hour less for the first four (4) months of employment; fifty cents (\$.50) less the next four (4) months, and twenty-five cents (\$.25) less the next four (4) months, based on rates prevailing at the time.

Section 5. All employees assigned to snow plow routes shall receive Stand-by pay in the amount of forty two dollars (\$42.00) per week during the period from November 15th through April 1st. It is understood that all such employees, as a condition of receiving said Stand-by pay, shall be required to be available to the Town during that period. Any employee who will not be available at his/her residence telephone number, cell phone number, or other accepted means of communication as agreed between the employer and employee, during said winter period shall notify the Police Department Dispatcher as to how he/she might be contacted.

Section 6. Effective as of July 1, 1991 all Highway Department personnel shall have obtained a 101 Operator's license. Any such employee who has not obtained said license within that time frame shall be required to obtain same within ninety days of the ratification, or imposition by binding arbitration award, of this contract shall be subject to dismissal from employment.

Section 7. As of April 1, 1992, or later as required by law, each Highway Department employee must have a Commercial Driver's License (Combination) Class A - Tractor Trailer Gross Vehicle weight rating of more than Ten Thousand (10,000) Pounds plus the weight of the tractor with gross combination vehicle weight rating of more than Twenty Six Thousand (26,000) Pounds. Any such employee who has not obtained said license within that time frame shall be subject to dismissal from employment.

Section 8. Effective as of July 1, 2017 all Public Works personnel shall receive an annual "boot allowance" of up to \$200.00, upon proof of purchase (by delivery of actual receipt for purchase) of boots that meet the Public Works Director's Specifications. Payment will be made, after proof of purchase of one or more pairs of boots, up to the maximum annual amount of \$200.00.

Section 9. Effective July 1, 2011, payroll shall be by direct deposit into the employee's bank account(s), as set up through the payroll department. Those employees that do not subscribe to direct deposit, at the inception of same (three employees in number), shall be red-circled and thus allowed to remain exempt from direct deposit of their payroll.

Section 10. Effective July 1, 2014, for the Mechanics, the Town agrees to replace tools that become broken or damaged in the course of work for the Town.

Section 11. Effective upon the last date that all other Town Bargaining Units (Police, Town Hall Workers, and Supervisors) agree that bi-weekly payroll can be implemented for their bargaining unit, all employees subject to this Collective Bargaining Agreement shall accept bi-weekly payroll.

**ARTICLE XVIII**  
**LONGEVITY**

Section 1. Longevity shall be considered as added compensation to employees for continued service to the Town. Longevity payments shall not affect the annual pay rate to which the employee is entitled. Said longevity payments shall be included in the employee's total earnings for the purpose of determining his/her pension benefits.

(a) Longevity payments shall be as follows:

After 5 years of service and less than 10 years	\$300.00
After 10 years of service and less than 15 years	\$350.00
After 15 years of service and less than 20 years	\$400.00
After 20 years of service and less than 25 years	\$450.00
After 25 years of service and less than 30 years	\$500.00
After 30 years of service	\$550.00

Section 2. Service shall be calculated from the first date an employee is assigned as a full-time employee of the Town. Longevity shall be paid on the basis of an employee's status as of December 1 of each year. Employees entitled to a longevity payment shall receive same in the second paycheck of December of each year.

**ARTICLE XIX**  
**EVALUATIONS**

Section 1. The performance of each member of the bargaining unit shall be the subject of evaluation by the Town. This evaluation, is to be conducted by the employee's immediate supervisor, and shall serve as a measurement of performance. Performance evaluation shall be based on work performance. Performance evaluation shall be conducted at least once a year. These evaluations shall be considered as an integral part of the employee's personnel file and for all promotions, special assignments (not to include assignments for over-time work) and other action taken by the Town. The evaluation system shall be designed by the Town and discussed with the employees before implementation. Evaluations are subject to the grievance procedure.

**ARTICLE XX**  
**AMENDMENT**

It is understood and agreed by and between the parties hereto that this Agreement includes and does and shall constitute the sole, only and entire agreement between the parties in respect to rates of pay, hours of work and other conditions of employment; and, further, that this Agreement cannot and shall not be changed or modified in any particular whatever by an employee or representative of either party unless such change or modification shall first be specifically reduced to writing and signed by officers of both parties authorized to do so.

**ARTICLE XXI**  
**COPY OF AGREEMENT**

The Employer agrees to furnish each employee covered by this Agreement with a copy of such Agreement.

If printed commercially, it will bear the Union label.

**ARTICLE XXII**  
**STEWARDS**

Section 1. The Employer recognizes the right of the Local Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

(1) The investigation and presentation of grievances with his/her Employer or the designated representative of Employer in accordance with the provisions of the collective bargaining agreement;

(2) The collection of dues when authorized by the Local Union action;

(3) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its offices, provided such messages and information;

(a) have been reduced to writing; or

(b) 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.

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of job 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, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during his/her regular working hours without interruption of the Employer's operation by calling group meetings; and where mutually agreed to by the Local Union and Employer, off the property or other than during his/her regular schedule without loss of time or pay. such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

Section 2. The Union Steward shall have top seniority for as long as he/she remains Steward.

### **ARTICLE XXIII** **PROTECTION OF RIGHTS**

#### **Section 1. Picket Lines**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of business.

### **ARTICLE XXIV** **LIE DETECTOR TEST**

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

### **ARTICLE XXV** **CREDIT UNION**

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 during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

## ARTICLE XXVI DRUG AND ALCOHOL POLICY

The parties hereto agree that the Town may adopt and follow a drug testing program pursuant to the requirements of the Federal Motor Carrier Safety Act or otherwise, and that such program may follow the federal procedures and incorporate the provisions contained on Controlled Substances Testing, 49 CFR Part 40 and 49 CFR Parts 391 and 394, all as amended from time to time. The program shall be in conformance with such other provisions of State and Federal law as are relevant and applicable.

Unless contrary to law, any such program will provide as follows:

1. The Town will make arrangements for specimens to be given by employees at medical facilities located convenient to the job site and if possible, within the geographical jurisdiction of the Local Union.
2. The testing will be performed by a professional testing laboratory certified by the State of Connecticut or by the federal government and mutually agreed to by the parties.
3. Of an employee advised the Town that he/she has a problem with drug use or dependency, the Town shall grant the employee an unpaid leave of absence of up to forty-five (45) days to allow participation in a treatment program. The leave of absence may be extended for an additional fifteen (15) days at the sole discretion of the First Selectman. This privilege shall be granted as a matter of right only once during the employment of an employee.

## ARTICLE XXVII DRIVE

The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total

amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's check.

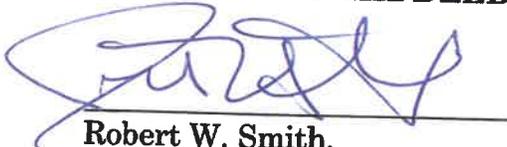
Any official of the International or Local Union shall be permitted reasonable access to the employer's premises for the purpose of discussing DRIVE participation on the premises provided such access shall **not** occur during work hours, and shall not interfere with the conduct of the employer's business.

**ARTICLE XXVIII**  
**DURATION AND TERMINATION**

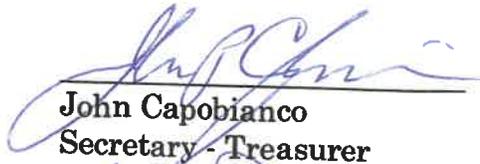
Except as noted below, this Agreement shall remain in full force and effect until 12:01 A.M., July 1, 2021, and shall be considered automatically renewed for successive periods of one (1) year, unless either party shall give written notice to the other party at least one hundred twenty (120) days prior to such expiration date of a desire to amend or terminate this Agreement.

**THE TOWN OF MIDDLEBURY**

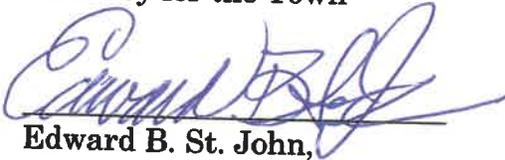
**TEAMSTERS LOCAL UNION NO. 677**



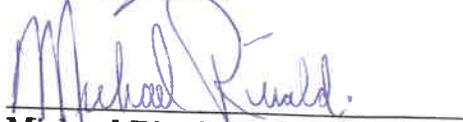
**Robert W. Smith,  
Attorney for the Town**



**John Capobianco  
Secretary - Treasurer**



**Edward B. St. John,  
First Selectman**



**Michael Rinaldi  
President and Business Agent**

**MEMORANDUM OF UNDERSTANDING**

A. All terms and conditions of this agreement shall be retroactive to July 1, 1998, including all wage increases, health insurance premiums and pension contributions.

B. The Town agrees to amend the Defined Benefit pension plan as follows:

1. For purposes of calculating retirement eligibility, the rule of eighty (80) will apply to all bargaining unit members (example: Age 60 with 20 years of employment; age 55 with 25 years of employment).

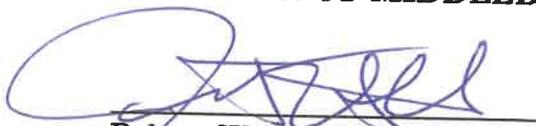
2. Each employee shall contribute 4.1% of payroll to the pension fund.

C. Defined Contribution Pension Plan: Those employees hired on or after July 1, 2011 (or the date that the Defined Contribution Plan has first been approved at a Town Meeting held for that purpose, whichever is later) shall become members of the Middlebury Defined Contribution Plan as adopted by the Middlebury Retirement Plan Committee, and approved by the Board of Selectmen, prior to the effective date of this agreement. This plan provides for matching contributions of 6% of pay by the employee and 6% by the Town.

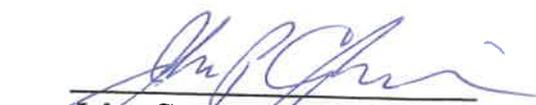
D. 2017: This MOU is being renewed and carried forward from prior agreements, covering prior years.

**THE TOWN OF MIDDLEBURY**

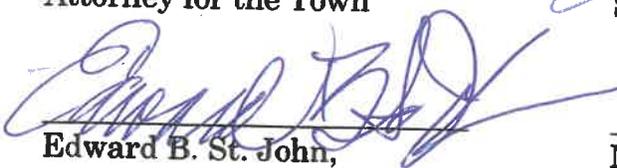
**TEAMSTERS LOCAL UNION NO. 677**



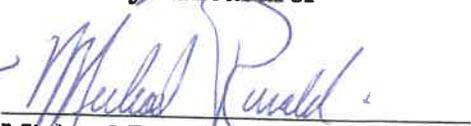
Robert W. Smith,  
Attorney for the Town



John Capobianco  
Secretary Treasurer



Edward B. St. John,  
First Selectman



Michael Rinaldi  
President and Business Agent

**MEMORANDUM OF UNDERSTANDING**

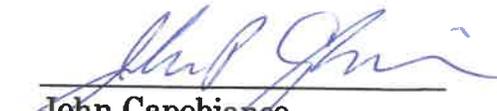
The Working Foreman will have the responsibility to report misconduct, safety or work rule violations to the Director of Public Works / First Selectman. If the Director of Public Works / First Selectman issues a written warning or imposes discipline based on the Working Foreman's report, the Working Foreman will verify the accuracy of the violation charged, in writing, either by signing the warning or letter of discipline or submitting a written statement. At any misconduct or grievance hearing, the Working Foreman's written statement will be used in lieu of testimony, unless the Union requests such testimony.

D. 2017: This MOU is being renewed and carried forward from prior agreements, covering prior years.

**THE TOWN OF MIDDLEBURY**

**TEAMSTERS LOCAL UNION NO. 677**

  
\_\_\_\_\_  
Robert W. Smith,  
Attorney for the Town

  
\_\_\_\_\_  
John Capobianco  
Secretary - Treasurer

  
\_\_\_\_\_  
Edward B. St. John,  
First Selectman

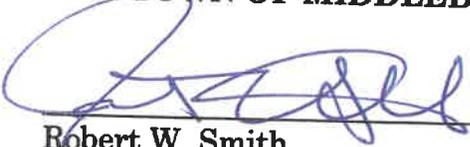
  
\_\_\_\_\_  
Michael Rinaldi  
President and Business Agent

**MEMORANDUM OF UNDERSTANDING**

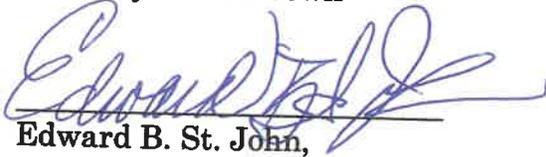
Effective July 1, 2014, the Town may eliminate the Custodian position, and all B positions (i.e. Utility B, Maintainer B, Maintainer II B, and Mechanic B).

D. 2017: This MOU is being renewed and carried forward from prior agreements, covering prior years.

**THE TOWN OF MIDDLEBURY**

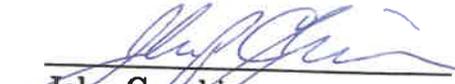


Robert W. Smith,  
Attorney for the Town



Edward B. St. John,  
First Selectman

**TEAMSTERS LOCAL UNION NO. 677**



John Capobianco  
Secretary - Treasurer



Michael Rinaldi  
President and Business Agent

**Teamsters Wages  
2017 – 2021**

**Appendix A**

<b>Job Classification</b>	<b>Wages</b>			
	<b>7/1/17</b>	<b>7/1/18</b>	<b>7/1/19</b>	<b>7/1/20</b>
Working Foreman/Class A)	\$ 35.64	\$ 36.39	\$ 37.14	\$ 37.89
Crew Leader /Class AI	\$32.89	\$33.64	\$34.39	\$35.14
Crew Leader Sewer/Class A\	\$32.89	\$33.64	\$34.39	\$35.14
Chief Mechanic /Class A\	\$32.89	\$33.64	\$34.39	\$35.14
Maintainer/Class A\	\$32.89	\$33.64	\$34.39	\$35.14
Mechanic A	\$31.71	\$32.46	\$33.21	\$33.96
Utility(Class A\	\$30.61	\$31.36	\$32.11	\$32.86
Utility /Class AI	\$30.61	\$31.36	\$32.11	\$32.86
Utility /Class A)	\$30.61	\$31.36	\$32.11	\$32.86
Utility/Class AI	\$30.61	\$31.36	\$32.11	\$32.86
Utility /Class AI	\$30.61	\$31.36	\$32.11	\$32.86
Utility /Class A)	\$30.61	\$31.36	\$32.11	\$32.86
Utility/Class AI	\$30.61	\$31.36	\$32.11	\$32.86
Maintainer I /Class AV Arborist	\$30.61	\$31.36	\$32.11	\$32.86
Maintainer I IClass AV Arborist	\$30.61	\$31.36	\$32.11	\$32.86
Maintainer I (Class A)/ Arborist	\$30.61	\$31.36	\$32.11	\$32.86