

AGREEMENT
BETWEEN
THE TOWN OF TOLLAND
AND TEAMSTERS LOCAL 1035 OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JULY 1, 2016 – JUNE 30, 2019

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	Agreement.....	1
1	Recognition.....	1
2	Union Security.....	1
3	Dues Checkoff.....	2
4	Management Rights.....	2
5	Vacations.....	3
6	Paid Holidays.....	4
7	Sick Leave.....	5
8	Minimum Pay.....	6
9	Grievance Procedure.....	7
10	No Strike/No Lockout.....	8
11	Seniority.....	9
12	Job Classifications and/or Descriptions.....	9
13	Snow Removal-Meal Allowance.....	10
14	Lunch and Break Schedule.....	10
15	Safety and Health.....	11
16	Insurance.....	11
17	Pension.....	13
18	Overtime.....	13
19	Miscellaneous.....	14
20	No Discrimination.....	15
21	Miscellaneous Leave.....	15
22	Wages.....	16
23	Drug/Alcohol Policy.....	17
24	Limited Employees.....	19
25	Summer Work Schedule.....	19
26	Complete Agreement.....	20
27	Discipline.....	20
28	Duration and Related Matters.....	20
Appendix A	Wage Schedule and Contract Rates of Pay.....	22

AGREEMENT

This Agreement is made and entered into by and between the Town of Tolland, Connecticut (hereinafter referred to as "the Town") and the International Brotherhood of Teamsters, Local 1035 (hereinafter referred to as the "Union").

The purpose of this Agreement is to set forth the wages, hours, and conditions of employment governing the employees of the Town represented by the Union.

The Town and the Union agree as follows:

ARTICLE I - RECOGNITION

- A. The Town recognizes the Union as the sole and exclusive bargaining representative for wages, hours, and conditions of employment as set forth in this Agreement for all production and maintenance employees of the Tolland Highway Department and Parks and Facilities Department who work twenty (20) or more hours per week, excluding the Highway Superintendent, Highway Department Foreman, Supervisors, Senior Mechanic, temporary, seasonal, and part-time employees, all employees represented by the Service Employees' International Union and all other employees. As of July 1, 1997, Limited Employees in the Parks and Facilities Department shall be members of the bargaining unit.
- B. The term "employees" as used throughout this Agreement shall refer exclusively to employees who are members of the above-described bargaining unit.

ARTICLE 2 - UNION SECURITY

- A. All members of the bargaining unit, as a condition of employment, shall either become and remain members of the Union or pay to the Union a service fee. This requirement shall become effective thirty (30) days following ratification of the Agreement by both parties or thirty (30) days from the date of an employee's employment by the Town, whichever is later.
- B. The Union will indemnify, defend and hold the Town harmless from any and all claims arising by reason of Town action in accordance with this Article.
- C. All new employees shall serve a probationary period of six (6) months which may be extended as provided below. During his/her probationary period an employee shall have no seniority rights, but shall be subject to all other provisions of this Agreement, except for the grievance and arbitration procedure set forth in Article 9. An employee's probationary period may be extended for an additional three (3) months at the Town's discretion. During the probationary period, new employees may be dismissed by the Town without protest by the Union.

ARTICLE 3 - DUES CHECKOFF

- A. The Town, for all employees who have signed an authorization card or who thereafter sign an authorization card, shall deduct from the first pay period of each month, during the period that such authorization is in effect, the Union membership dues for that month, and any arrears of such dues and remit the same to the Union Secretary-Treasurer. Such deductions shall be limited to such employees from whom the Town has received, and as to whom there is unrevoked, a written assignment authorizing such deductions.
- B. The Town shall deduct dues in the amount certified by the Secretary-Treasurer of the Union as the dues payable under the constitution and by-laws of the Union.
- C. The Town shall also deduct initiation fees where applicable as certified by the Secretary-Treasurer of the Union on a prorated basis and shall submit such deductions to the Secretary-Treasurer together with the monthly dues payment. Employees must first authorize, in writing, deduction for initiation fees, after which the prorated payment schedule shall be set by the Union Secretary-Treasurer.
- D. The Union will indemnify, defend and hold the Town harmless from any and all claims arising by reason of Town action in accordance with this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers, and authority heretofore held by the Town, pursuant to any Charter, general or special statute, ordinance, regulation, agreements regarding reorganization, or other lawful provision, over the complete operations, practices, procedures, and regulations with respect to employees of the Town, shall remain solely and exclusively in the Town, including, but not limited to the following: to determine the standards of services to be offered by Town employees; determine the standards of selection for Town employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue work rules and regulations, personnel procedures and policies, to enforce them, and from time-to-time, in its discretion, change them; maintain the efficiency of governmental operations; determine work schedules; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

ARTICLE 5 - VACATIONS

A. Eligibility - Full-Time Employees

1. Employees whose normal workweek is forty (40) hours who have completed one-half year of employment are eligible for vacation leave as follows:

<u>Length of Continuous Service Leave</u>	<u>Earned Vacation (Days)</u>
Completion of one (1) year of service but less than five (5) years, one (1) week of which may be taken after completing six (6) months of service	10
Completion of five (5) years of service not including ten (10) years	15
Completion of ten (10) years of service and over	20

2. The Town Manager shall prescribe an equitable policy by which vacation leave is accrued in accordance with the above schedule. Employees shall be required to take their vacation time in minimums of one-half (1/2) day increments except as otherwise provided in Article 25, during the Summer Work Schedule.
3. The parties agree that unless business needs require there shall be no weeks during which employees are prohibited from taking vacation and further agree that unless otherwise approved by the Town no more than one employee within the bargaining unit may be off on vacation at any one time. During the summer months (May through October) more than one employee in the bargaining unit may be on approved vacation simultaneously, provided that vacations must be approved in advance by Town management, subject to the operational requirements of the Town. When more than one employee requests the same vacation and the Town determines that both employees shall not be permitted to be off at the same time the more senior employee shall be granted his/her vacation request provided that once an employee's vacation is approved by the Town his/her choice of vacation shall not be displaced by a more senior employee who subsequently requests vacation leave during the same period.

B. Vacation for part-time employees

Part-time employees whose normal workweek is twenty-five (25) hours or more shall receive vacation leave in proportion to their normal workweek.

C. Maximum accumulation of vacation leave

1. A full-time employee, with the approval of the Town Manager, may carryover a maximum of five (5) earned vacation days from one (1) year to the next and in the

event such a carryover is approved, such five (5) days must be used in the subsequent year.

2. The Town Manager shall prescribe an equitable policy by which vacation leave is accrued in accordance with the above schedule.

ARTICLE 6 - PAID HOLIDAYS

- A. The Town of Tolland shall recognize the following days as holidays to be granted with pay:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Floating Holiday	Friday After Thanksgiving
	Christmas Day

Employees shall schedule their Floating Holiday, with their supervisor's advance approval, at least two weeks (2) in advance. A floating holiday may not be carried over into the succeeding year but must be used within the calendar year in which it is received, provided that if an employee requests to use his/her floating holiday within a calendar year but the Town, for business reasons denies the request, then the employee may be permitted to carry over the floating holiday to the subsequent year.

- B. When a holiday falls on a Saturday, it shall be observed on the preceding Friday; when a holiday falls on a Sunday, the following Monday shall be observed.

When the four (4), ten (10) hour schedule is in place, any Holiday falling on a Friday or Saturday, for those with Fridays off, will be observed on the preceding Thursday. Any Holiday falling on a Sunday or Monday, for those with Mondays off, will be observed on the following Tuesday.

- C. Absences Before or After Holidays

Holiday pay is granted to any employee for established holidays on which the employee would normally have been scheduled to work and is available for such work. To be eligible to receive holiday pay, you are required to work your regularly scheduled hours the workday preceding and the workday following the holiday. Exceptions to this policy may be approved when an individual is on:

1. Military leave
2. Jury duty
3. Vacation leave

4. Bereavement leave
5. One day illness either before or after the Holiday but not both
6. Approved personal days off either before or after the Holiday but not both

In the event that an employee is absent the day prior and after the holiday due to illness, then a sick day will be charged for the holiday as well as the day of absence.

ARTICLE 7 - SICK LEAVE

Sick leave may be accrued up to a maximum of one hundred eighty (180) days. Sick leave shall be accrued at a rate of one-and one-fourth (1¼) days per month. Sick leave shall be used in one-quarter (¼) day increments.

A. Use of Sick Leave

Sick leave may be allowed by the department head for the following purposes:

1. Personal illness, physical incapacity, or non-compensable bodily injury or disease, provided that employees must notify their supervisors before leaving work due to one of these reasons.
2. Enforced quarantine in accordance with public health regulations.
3. To meet medical and dental appointments in excess of two (2) hours' duration when an employee has made reasonable efforts to secure appointments outside his normal working hours, provided that the department head is notified at least one (1) day in advance of the day on which the absence occurs. In addition, employees shall be allowed up two (2) hours leave with pay immediately at the beginning of or immediately at the end of their scheduled shift, or immediately before or immediately after their scheduled lunch break for purposes of attending medical or dental appointments, provided that at least two (2) days' advance notice is given and provided that the Town may request a note from the doctor or the dentist for such visits. And further provided that, no employee will exceed more than six (6) such sub-2 hour appointments per year. If any additional medical or dental appointments are required, sick leave must be taken.
4. Illness or physical incapacity in the employee's immediate family requiring his/her personal attention and resulting from causes beyond control, up to a maximum of five (5) days per year.

B. Proof of Illness

1. A department head or the Town Manager may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave

may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness.

2. Proof of illness will not normally be needed for absences of less than three (3) days. For absences of three (3) days or more, proof of illness may be required. However, the Town may investigate any absence for which sick leave is requested, regardless of duration, and may require proof of illness in any instance where its investigations deems such proof to be necessary.

C. Report of Illness

On the first day of absence from work due to illness, the employee shall report his illness to his supervisor no later than one (1) hour after the beginning of his scheduled work assignment, except that where a relief employee is required, such report must be made at least one (1) hour prior to the beginning of his scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

D. Payment for Sick Leave

Employees who have terminated in good standing may receive credit for accumulated, unused sick leave at the rate of ten dollars (\$10) per day up to a maximum of one hundred eighty (180) days. Annually, accumulated sick leave in excess of the maximum amount allowed to accumulate shall be paid to the employee at the rate of ten dollars (\$10) per day.

E. Notification of Accumulated Sick Leave

Each employee shall be notified of his accumulated sick leave, personal leave, and vacation leave through a posting at least once a year.

ARTICLE 8 - MINIMUM PAY

Employees who leave work after the conclusion of their regular work schedule and who are called back on duty from home, shall be entitled to a minimum of four (4) hours' pay at regular straight time rates or at the applicable rate of pay for hours actually worked, whichever is greater. This shall not apply if an employee is notified by his supervisor before leaving of the requirement to return to work. This minimum shall also not apply to call-ins which require an employee to report to work less than two (2) full hours before the start of a regularly scheduled starting time.

EXAMPLE: If an employee is scheduled to start work at 7:00 a.m., he may be called in at 5:00 a.m. without the four (4) hour minimum, but not earlier than 5:00 a.m.

ARTICLE 9 - GRIEVANCE PROCEDURE

A. A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this Agreement to an individual employee. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been misinterpreted or misapplied. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time-to-time with respect to the provisions of this Agreement.

B. Procedure

"Working days" will be defined as any day that the Town Manager's office is open for business hours, excluding weekends and legal holidays, recognized under the Union Agreement.

1. Step One: Within five (5) working days of the occurrence which gives rise to the grievance, the employee must present a written statement of the grievance to the Highway Superintendent or Parks and Facilities Supervisor. This matter shall be discussed and a decision given to the employee within five (5) working days of receipt of the grievance.
2. Step Two: If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, he may request a further review of the grievance by the Director of Public Works by presenting the written grievance to the Director of Public Works within five (5) working days of receipt of the decision at Step One. Within five (5) working days, the Director of Public Works shall review the grievance and render a decision to the aggrieved employee.
3. Step Three: If the aggrieved employee is not satisfied with the Director of Public Works decision at Step Two, final review of the grievance may be requested of the Town Manager by filing a written request for appeal to the Town Manager within five (5) working days of receipt of the Director of Public Works decision at Step Two. The Town Manager shall review the grievance and render a decision within ten (10) working days of receipt of the written request.
4. Step Four: In the event the parties are unable to settle a grievance as outlined above, the written grievance may be submitted by the Union only to arbitration under the Voluntary Labor Association rules of the American Arbitration Association. Any requests for arbitration of a grievance must be made in writing by the Union Secretary-Treasurer and must be filed with the American Arbitration Association and the Town Manager not more than fifteen (15) working days from the date of the written response to the grievance from the Town Manager.

The arbitrator designated shall hear and decide only one (1) grievance in each case. The arbitrator's award shall be final and binding as provided by law, but he/she shall have no power to add to, subtract from, or modify in any way, the

provisions of this Collective Bargaining Agreement, nor shall he/she have any authority whatsoever to interpret, apply or rule on any claim alleging or involving a violation, misapplication or misinterpretation of the provisions of any document other than this Agreement.

The Union and the Town will share on an equal basis the arbitrator's fee.

- C. Any grievance not taken to a higher step in the procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Town's representative and shall not be subject to further processing. However, any of the above time limits, except for the initial filing period, may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

- A. The Employer agrees that it will not lock out its employees during the life of this Agreement.
- B. The Union and the employees agree that during the term of this Agreement, there will be no strikes, slowdowns, sickouts, job actions, work stoppages, or other interferences, direct or indirect, with any aspect of operations of the Town of Tolland or any of its departments or divisions.
- C. Any employee participating in such activity set forth in B above, shall be subject to disciplinary action by the Town, up to and including discharge, and such discipline shall not be subject to the grievance and arbitration procedures set forth in this Agreement.
- D. In the event of any activity as set forth in Section B above, the Union shall not be held financially liable to the Town provided that within twenty-four (24) hours of the commencement of such activity, the Union Secretary-Treasurer personally directs the employees to immediately return to work and also contacts each employee directing him to return to work; if the employees do not return to work within twenty-four (24) hours after the activity begins notwithstanding these steps, the Union shall institute disciplinary action under the Union's constitution and by-laws, shall remove all stewards who do not return to work and shall appoint new stewards who will report to work and will agree not to negotiate with the Employer in any way unless the Employer so requests until all employees are back to work, so that the Union leadership may devote its full-time efforts to ending the work stoppage.

ARTICLE 11 - SENIORITY

- A. The Town Manager shall prepare a list of all employees showing their seniority and length of service with the Town. Seniority shall be calculated according to the length of continuous employment as of the anniversary date of employment.
- B. It is the policy of the Town to employ and retain the best qualified personnel on the basis of their merit and effectiveness as employees. In filling vacancies in the bargaining unit, first preference shall be given to qualified bargaining unit members. If the qualifications of two (2) employees who apply for the vacancy are relatively equal, the employee with greatest seniority shall be awarded the position. Whenever an employee is promoted from one position to another within the unit, such employee shall serve a probationary period of three (3) months. During such probationary period, the employee may be returned to his/her former position without protest by the Union.

ARTICLE 12 - JOB CLASSIFICATIONS AND/OR DESCRIPTIONS

- A. Job classifications or descriptions for positions covered by the bargaining unit shall, where available, be furnished to the Union by the Town. Such job classifications or descriptions may be changed by the Town, but only after the Union has been furnished with a copy of the proposed change and given an opportunity to express its opinion, which opinion will be reviewed by the Town before the Town implements the change.
- B. An employee shall receive the applicable pay rate for a particular job classification at one year's anniversary of the date of his hire.
- C. Pay for Temporary Assignment Outside of Classification
 - 1. When an employee is temporarily assigned by a personnel action to a position in a job classification with a higher rate of pay (working out of classification) for a period of one (1) full day or more, he or she shall be considered for additional compensation to be determined by the Department Head and Town Manager, provided that the employee shall be required to accept any assignment to work out of classification. Written notice from the employee's present and future supervisors requesting the temporary assignment and pay change shall be forwarded to the Town Manager prior to the effective date. The notice shall be filed in the employee's record in order to reflect experience in a different class which may serve to add up to the employee's total qualifications.
 - 2. When an employee is temporarily assigned to a position in another job class for which the minimum rate of pay is the same as the employee's regular class or to a class with a lower or minimum rate of pay, his pay during the temporary assignment shall remain the same. Written notice, as described above, should be forwarded to the Town Manager to be filed with the employee's record.

3. Should the temporary assignment continue for an extended period of time and it is unlikely that the employee will resume his or her original duties, the employee will be transferred to the new position, through reclassification of the job, and paid according to the provisions of Article 22.
4. Notwithstanding the above, employees required to work in higher paying classifications due to an emergency situation (e.g. snow removal) will receive the higher rate of pay after working at least four (4) continuous hours in the higher classification.

ARTICLE 13 - SNOW REMOVAL-MEAL ALLOWANCE

- A. Employees who are required to work overtime on winter snow removal operations after being called in to work between the hours of 4:00 p.m. and 8:00 a.m. shall receive payment for one (1) meal per each four (4) hours worked during said time periods taken at a local dining establishment upon presenting a valid receipt of up to four (4) dollars per meal up to a maximum of three (3) meals for any consecutive period of work.
- B. The Town and the Union shall work together to endeavor to provide a safe and clean work environment for all employees. The Union shall be entitled to appoint a member to the Town's employee health and safety committee.
- C. Employees required to operate snow plows for extended periods during winter storms will be given reasonable rest breaks.
- D. Employees who request time off from work after a snow event shall be required to use accrued paid time off. No unpaid leave shall be permitted for this purpose.

ARTICLE 14 - LUNCH AND BREAK SCHEDULE

- A. Lunch breaks shall be forty-five (45) minutes of which fifteen (15) minutes is paid time, in lieu of an afternoon break in accordance with past practice. If working in the Town garage, then such employees shall be entitled to leave the garage during their lunch period. If in route to a job site while hauling or performing a similar activity in the vicinity of the garage, then lunch may be taken at the garage.
- B. Employees shall be allowed one coffee break of fifteen (15) minutes between 9:00-9:30 a.m. (no afternoon break). If in transit, employees may go to the nearest coffee shop during break. Employees will make a sincere effort to not block the yard of the facility. If working on crew, then one (1) man can go to the nearest coffee shop on behalf of such employees. Employees who are working alone may take their coffee break at the nearest coffee shop, subject to the provisions of this section.

ARTICLE 15 - SAFETY AND HEALTH

Safety equipment shall be furnished to employees and worn while working in hazardous locations and on hazardous equipment.

Such safety equipment shall consist of but not limited to such items as goggles, ear protection, safety boots, helmets, and vests as approved by OSHA.

Failure to wear authorized safety equipment as required under OSHA regulations when directed shall result in appropriate disciplinary action.

The Town shall provide and pay for safety shoes for all employees in the bargaining unit with the understanding that each employee is required to wear safety shoes at all times. The Town shall reimburse an employee during each fiscal year (July 1 through June 30 of each contract year) up to a maximum of two hundred dollars (\$200) per year for the employee's purchase of safety shoes provided that the shoes purchased must qualify as "safety shoes", the employee shall be required to wear safety shoes at all times while at work and further provided that the employee presents the Town with a valid receipt showing such purchase.

The Town and the Union shall work together to endeavor to provide a safe and clean work environment for all employees. The Union shall be entitled to appoint a member to the Town's employee health and safety committee.

ARTICLE 16 - INSURANCE

- A. For all full-time employees the Town will make payments to the Teamsters Health Services and Insurance Plan ("Plan") as further provided below. Although the Town may sign other agreements with the Teamsters Health Services and Insurance Plan, nothing in such agreements shall in any way modify, alter or amend the rights and obligations of the parties as contained in this Article. The parties agree that the Town makes no promises or warranties regarding the benefits provided by the Teamsters Health Services and Insurance Plan and assumes no responsibility to provide the employees with any insurance benefits or other payments whatsoever. Any claims incurred by employees shall be the responsibility of the Plan or the individual employee. The Town's obligation under this Article shall be limited to making contributions to the Plan in the amounts listed below for full-time employees.

The Town of Tolland agrees to make payments to Teamsters Local 1035 Health Services and Insurance Plan, 400 Chapel Road South Windsor, Connecticut, 06074, for full-time employees as follows:

Effective through the date of signing of this Agreement the Town of Tolland shall contribute to Health Services and Insurance Plan the sum of \$8.85 per hour figured to the nearest quarter hour for which a full-time employee covered by this Agreement receives

pay, up to a maximum of forty (40) hours per week but no more than Three Hundred Fifty-Four Dollars (\$354.00) per week for any employee.

Effective upon the date of signing and throughout the duration of this Agreement the Town of Tolland shall contribute to Health Services and Insurance Plan the sum of \$9.00 per hour figured to the nearest quarter hour for which a full-time employee covered by this Agreement receives pay, up to a maximum of forty (40) hours per week but no more than Three Hundred Sixty Dollars (\$360.00) per week for any employee.

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

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

If an employee is injured on the job, the employer shall continue to make the contribution for forty (40) hours per week until such employee returns to work or until such time as the employee's employment terminates, whichever occurs first.

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

If the Town of Tolland fails to make contributions to the Health Services and Insurance Plan within 72 hours after notice of delinquency has been sent to the Town of Tolland in writing, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Town shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties which may be assessed by the Trustees. The Town's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement.

Consistent with the language contained in the first paragraph of this Section D, the Town of Tolland agrees to execute a copy of the Agreement and Declaration of Trust of Teamsters Local 1035 Health and Welfare Fund. The Town and the Union which are signators hereto ratify the designation of employer and the employee Trustees under such agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

The Union agrees that the Health Services and Insurance Plan shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Town at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

- B. Beginning January 1, 2005 the Town will provide employees with group life insurance in the amount of two and one-half (2 ½) times the employees' base pay, rounded up to the nearest thousand.
- C. The Town shall have the right to reopen this Agreement on all terms pertaining to the medical insurance plan if it determines that a more cost-effective plan is made available to municipalities through the State of Connecticut. Any modifications to the terms of the medical insurance benefit plan shall not be subject to binding interest arbitration but rather the only changes that may be made during the term of the Collective Bargaining Agreement shall be those that are mutually agreed upon by the parties.

ARTICLE 17 - PENSION

Effective July 1, 1992, the employees covered under this Agreement will be covered by the ICMA RC pension plan.

ARTICLE 18 - OVERTIME

- A. Employees shall receive overtime pay at the rate of time and one-half their regular hourly rate for all hours worked in excess of eight (8) hours in anyone (1) day or in excess of forty (40) hours worked in anyone (1) week. This means that employees shall receive time and one-half for all hours worked outside their regularly scheduled hours. It is understood that there will be no pyramiding of overtime under this Agreement.
- B. Double time will be paid to employees for all hours worked on Sundays and on any paid holiday within the meaning of this Agreement.
- C. All employees shall be required to work overtime, when necessary.
- D. Overtime opportunities shall be divided equally as far as practicable by rotation on a seniority basis (using separate Highway and Parks and Facilities seniority lists), subject to the employee's qualifications and ability to perform the required work. Any employee whose name comes up who declines to perform overtime shall be charged a turn on the rotation list. In the event that all available employees refuse an overtime assignment or in the event of an emergency, any or all employees may be ordered in and shall report.

Regular full time employees shall have first preference for all overtime work provided that they have the ability and classification to perform the required work before part time, temporary, or seasonal employees are offered overtime.

The Town shall have the right to discontinue calling employees who regularly refuse overtime assignments provided that nothing shall prevent the Town from requiring any or all employees to be ordered in at any time in its discretion. Employees shall be added to

the overtime list upon request provided that if the employee who is added back to the overtime list upon request subsequently, regularly refuses overtime assignments, the Town shall have the right to remove such employee from the overtime list for a period or one (1) year.

ARTICLE 19 - MISCELLANEOUS

A. The Town agrees to make space available in employee work locations to permit the Union to post notices and other documents of interest to members. A copy of each notice or other document shall be provided to the Town Manager simultaneous with its posting.

B. Trucks To Be In Safe Condition

Each employee must report, in writing, on a form provided by the Town, any Town vehicle's condition that the employee views as unsafe prior to completing a shift. At the discretion of the Town, vehicles shall be taken out of service for maintenance, if necessary.

C. The Town and the Union agree to meet upon the request of either party, at mutually convenient times, to discuss safety-related concerns.

D. The Town agrees to check off credit union contributions for such employees who sign authorization cards. The Town will send such withheld monies to New England Teamsters Credit Union on a biweekly basis.

The Union will indemnify, defend, and save the Town harmless from any and all claims from individual employees by reason of the Town acting under this provision.

E. An employee may request Union representation by an available Union officer (or other bargaining unit member) during any investigatory meeting that the employee reasonably believes may result in discipline.

F. Upon presentation of appropriate receipt(s) the Town shall reimburse employees for the cost of professional fees or licenses required for their Town employment, up to a maximum of one hundred dollars (\$100) per employee per year.

G. The Town will provide each employee with a copy of this Agreement within thirty (30) days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire.

H. All bargaining unit employees shall, as a condition of employment, be required to hold and maintain commercial driver's licenses. Any employee who does not presently have a commercial driver's license shall be given an opportunity to obtain one such that this language shall not apply to any such employee until such time as he/she obtains a CDL.

ARTICLE 20 - NO DISCRIMINATION

There shall be no unlawful discrimination against any employee based upon marital status, age, sex, race, creed, national origin, ancestry, religious belief, or physical disability as provided by applicable law and regulation. As used in this Agreement, the words "he" and "his" apply to all employees regardless of sex or gender.

ARTICLE 21 - MISCELLANEOUS LEAVE

A. Jury Duty

An employee required to serve jury duty will receive the difference between jury duty pay and regular base pay for each hour spent on jury duty that the employee otherwise is required to work, up to a maximum of one (1) month per year, excluding any overtime hours. Upon expiration of the one (1) month period, if the jury duty continues, the employee will not be disciplined for such time spent away from work, but will not be paid by the Town. However, the employee is required to give at least one (1) week's notice to the employer of forthcoming jury duty and must document all time spent on jury duty. If the employee is given less than one (1) week's notice of forthcoming jury duty, notice to the employer must be given as soon as possible.

B. Bereavement Leave

Employee shall be granted up to three (3) days off in the event of the death of an immediate family member, provided that bereavement leave must be taken within one week of the family member's death.

1. Immediate family includes and is limited to: the employee's current spouse, parents, stepparents, mother-in-law, father-in-law, grandparents, brother, sister, child, stepchild, daughter-in-law, son-in-law, or grandchild.
2. The Town Manager may grant additional leave on a case-by-case basis, with or without pay, upon written request from the employee. Grant or denial of the request will not establish a precedent in other cases.

C. Personal Days

Full-time and regular part-time employees hired prior to ratification of the 2016-2019 Agreement shall be granted personal leave days off annually as further set forth below for reasons satisfactory to the Town; there shall be no personal leave days for those employees hired following ratification of the 2016-2019 Agreement. Such examples are religious observances, ethnic holidays, and other events of a personal nature which cannot be taken care of outside regular business hours. Personal days may also be used by employees with disabilities for the purpose of securing necessary treatment.

Personal leave days will be granted on the employee's anniversary date. New employees hired prior to ratification of the 2016-2019 Agreement with less than one full year of service shall receive sixteen (16) hours of personal leave after four (4) months of service. Thereafter, employees shall receive twenty-four (24) hours of personal leave on their anniversary date.

Written notice of intent to use a personal day must be given to the department head at least one week before taking that day off except in emergency situations. The department head considers workload priorities in determining whether to approve such requests; however, full consideration is given to requests for holidays of religious significance where reasonable accommodation is possible.

There shall be no carryover of personal days from year to year, and there shall be no payment for unused personal days at the end of any calendar year or in the event of termination. During summer hours (as defined in Article 25) personal leave shall be charged off in hourly increments. During non-summer hours personal leave shall be charged off in half or full day increments.

Note: At the discretion of their supervisor, limited regular and temporary employees may also be granted time off for personal reasons without pay.

D. Military Leave

The Town shall allow military leave in accordance with applicable legal requirements.

ARTICLE 22 - WAGES

A. Wage Increases

During the term of this Agreement, bargaining unit members shall receive the following wage increases.

1. Effective July 1, 2016, the hourly wage rates of all employees shall increase by two percent (2%).
2. Effective July 1, 2017, the hourly wage rates of all employees shall increase by two percent (2%).
3. Effective July 1, 2018, the hourly wage rates of all employees shall increase by two percent (2%).

The resulting pay rates for individual employees and the contract rates of pay for each position are attached to this Agreement as Appendix A.

B. New Hire Rate

The Town has the right to hire a new bargaining unit employee at a starting rate of up to \$2.00 below the contract rate of pay and such starting rate shall continue until such time as the employee successfully completes the probationary period. After the employee successfully completes the probationary period, the pay rate will be increased to one half the difference between the actual starting rate and the contract pay rate. This new employee will be increased to the contract rate of pay for his/her position after completing one year of service.

C. The Town shall pay employees their wages through direct deposit.

ARTICLE 23 - DRUG/ALCOHOL POLICY

It is agreed by the Town of Tolland ("Town") and Teamsters, Local 1035 ("Union"), that the following procedure shall be in effect covering employees of the Town who are members of the certified Teamsters bargaining unit, who are employed by the Town and represented by the Union.

A. Employees shall be subject to the provisions of the Town Drug and Alcohol Policy (copy attached and made a part hereof). The following items shall be added to and/or incorporated in said Drug and Alcohol Policy;

1. The Town will notify employees of any changes in F.H.A. drug/alcohol testing rules, as long as they apply, prior to enforcing said change;
2. COST ASSOCIATED WITH REHABILITATION AND TESTING - Employees shall be eligible to receive insurance under Town-provided insurance coverage as set forth in the collective bargaining contract between the Town and Local 1035 covering the Employees;

B. Testing

1. The Town shall pay the uninsured cost of all initial random and reasonable suspicion drug and alcohol tests which shall be required by the Town under its drug and alcohol testing policy;
2. Any split specimen or confirmation testing required by the employee after an initial positive test result shall be paid for by the Town if the second test is negative, and by the employee if the second test is positive;
3. An employee forced to leave work after a positive drug or alcohol test result shall be required to pay any costs of the mandatory return-to-work test;

4. If an employee returns to work after a positive drug or alcohol test result, the employee shall be required to pay any costs of subsequent follow-up testing required under the Town policy;
5. The above requirements take precedence over any contrary cost procedures set forth in the Town Drug and Alcohol Policy;
6. Employee costs for testing under this agreement shall be paid directly to the Town or shall be deducted from the employee's pay via payroll deduction. This clause is agreed to be valid authorization for such payroll deduction.

C. Disciplinary Action

All discipline shall be decided upon by the Town for violation of the Town Drug and Alcohol Policy consistent with the terms of such Policy which provides for dismissal following the second offense. Such discipline may be the subject of a grievance pursuant to the Grievance Procedure set forth in Article 9.

D. Paid Leave Time

The employee will be allowed to use, at his/her discretion, all paid leave time, including personal leave, during the period of time pending the outcome of the test and/or the evaluation from the SAP. If the employee has any previous violations of this policy, then he/she will not be allowed to receive this option of Paid Leave Time allotment.

E. Use Of Prescribed And Over-The-Counter Medication

If it is determined by the employee's physician that the employee cannot perform (as it applies to this alcohol and controlled substance testing policy) their regular job assignment, every effort shall be made to accommodate the employee by placing him/her in an assignment within the department that he/she can safely perform provided that the physician has eliminated any non-narcotic substitute/alcohol base prescriptions. If an assignment cannot be found and the prescribed or over-the-counter medication is being taken as the result of an injury that is job related, the employee will be able to resume or begin to collect worker's compensation to the extent allowed by law. If the prescribed or over-the-counter medication is being taken to treat a non-job related injury/illness, then every effort to place the employee in another job assignment shall be made and if one is not available then the employee shall be, at his/her discretion, allowed to use any paid leave he/she has accumulated including sick, personal and vacation.

The Town understands the obligation it has under the American with Disabilities Act and will obey all Federal and State laws concerning such act(s) as it relates to the implementation of this section.

F. Call Back Hours

Employees without fear of discipline shall inform the Town of their inability to report in on an on-call basis because he/she has consumed alcohol within the described (4) four hour period. This right shall be restricted to periods of unforeseen call-ins when the employee was not on call and could not have determined that conditions would have required him/her from limiting their alcohol intake.

ARTICLE 24 - LIMITED EMPLOYEES

- A. The term "limited employees" shall mean any individual covered by the bargaining unit who works less than twenty-five (25) hours per week but more than twenty (20) hours per week. Limited employees who work in jobs covered by the contract, shall, effective after signing of this contract, be eligible for one paid week of vacation per year after completion of five (5) continuous years of employment. The amount of pay for said vacation shall be prorated based upon the average work week of the employee.
- B. Limited employees who work in, jobs covered by this contract, shall be paid for all holidays which would normally be worked by them or scheduled by the employee for them. Limited employees shall receive the same amount of paid hours as are normally scheduled or worked for said holidays.
- C. Limited employees will not receive additional benefits provided pursuant to this contract.

ARTICLE 25 - SUMMER WORK SCHEDULE

Except as otherwise provided below, employees generally will be scheduled to work from 7:00 a.m. to 3:30 p.m. subject to the Town's right to modify an employee's regularly scheduled hours for good cause with advance notice to the employee(s) affected by the change in hours. Notwithstanding the above, custodians shall continue to be scheduled as needed by the Town.

From Memorial Day through Labor Day during the term of this contract, the Town may schedule bargaining unit members who work a full-time daily schedule to work between the hours of 6:00 a.m. and 4:30 p.m. During the summer work schedule, paid time off will be allocated on an hour for hour basis and after Labor Day, will be a calculated and rounded up to the nearest quarter day. Nothing shall prevent the parties from mutually agreeing to extend the summer work schedule for a period beyond that set forth above. In addition, the Town shall have the right to change the current weekly work schedule during the summer work schedule from a five (5) day to a four (4) day schedule and to establish the regular hours of work each day and the employees assigned to work each day, provided that the employee shall continue to be regularly scheduled to work forty (40) hours each week. In the event that the Town decides to change to a four (4) day schedule, paid time off shall be allocated on an hour-for-hour basis.

ARTICLE 26 - COMPLETE AGREEMENT

It is understood and agreed that this Agreement contains the complete agreement of the parties concerning bargaining unit employees' wages, hours, and conditions of employment and that it may be amended or altered only by mutual agreement in writing signed by authorized representatives of the Town and the Union. The Town and the Union agree that each had a full opportunity to raise issues and that all matters which either party requested to be included this Agreement have been presented, discussed and incorporated herein or rejected.

ARTICLE 27 - DISCIPLINE

Except for probationary employees who may be disciplined up to and including termination without restriction under this Agreement, employees shall not be disciplined except for just cause.

ARTICLE 28 - DURATION AND RELATED MATTERS

This Agreement contains full and complete agreement between the Town and the Union on all bargainable issues and shall be binding upon the Union, the Town and the employees for a period of three (3) years - July 1, 2016 through June 30, 2019, after which it shall expire. If either the Town or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either party must give written notice of such desire to the other. Such notice must be by certified or registered mail not more than one hundred fifty (150) nor less than one hundred twenty (120) days prior to the expiration of this Agreement on June 30, 2019. Otherwise, the Agreement shall automatically renew for a period of one (1) year. Neither party shall be obligated to negotiate over any term or condition during the term of this Agreement and each party agrees that it has had an unlimited right to advance any and all proposals it wished to during the negotiations leading up to this Agreement.

WHEREFORE, the Town and the Union, by their undersigned duly authorized representatives, have set their hands and seals to this Agreement on the date(s) indicated below.

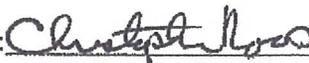
Dated: 4/24/17

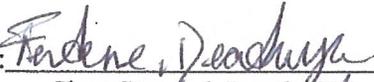
TOWN OF TOLLAND

By: 
Steven Werbner

Dated: 4-18-17

TEAMSTERS LOCAL 1035

By: 
Christopher Roos

By: 
Shop Steward, Local 1035



**APPENDIX A
TEAMSTERS WAGE SCHEDULE**

CURRENT TEAMSTER EMPLOYEE	2016/2017	2017/2018	2018/2019
WORKING LEADER			
BRETAS, EUSTAQUIO	23.61	24.09	24.57
LABORER			
BEDNARZ, ZACHARY	22.05	22.49	22.94
COLLINS, NATHAN	22.05	22.49	22.94
CONNORS, JEFFREY	22.05	22.49	22.94
DEADWYLER, FERDENE	22.05	22.49	22.94
FENNELLY, MICHAEL	22.05	22.49	22.94
GILLULY, CHRISTOPHER	22.05	22.49	22.94
GREGOIRE, GILLIS	22.05	22.49	22.94
KELLY, CHRIS	22.05	22.49	22.94
TYLER, WILLIAM	22.05	22.49	22.94
MASSARO, JENNIFER	20.05	20.49	22.94
CUSTODIAN			
SHROYER, JOY (P/T)	16.27	16.59	16.93
SIMAO, ANDREW (F/T)	19.35	19.74	20.13
TRUCK DRIVER			
BOROWSKI, SCOTT	26.10	26.62	27.16
DUCLOS, CLAY	25.43	25.94	26.46
GRANT, MICHAEL	25.99	26.51	27.04
POLLANSKY, RAYMOND	25.43	25.94	26.46
EQUIPMENT OPERATOR			
BUCCHERI, MARK	26.86	27.39	27.94
PARKER, LEON	26.70	27.24	27.78
WEST, DONALD	26.86	27.39	27.94
LADONE, JOSEPH	26.05	26.57	27.10
CONTRACT RATES OF PAY			
LABORER	22.05	22.49	22.94
CUSTODIAN (F/T)	19.35	19.74	20.13
CUSTODIAN (P/T)	16.27	16.59	16.93
TRUCK DRIVER	25.43	25.94	26.46
EQUIPMENT OPERATOR	26.05	26.57	27.10