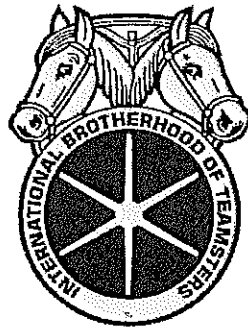
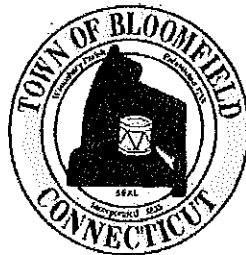


AGREEMENT
between
TEAMSTERS LOCAL 671



and
TOWN OF BLOOMFIELD



July 1, 2016
to
June 30, 2019

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PREAMBLE

This Agreement entered into by and between the Town of Bloomfield, State of Connecticut, hereinafter referred to as the Town, and the International Brotherhood of Teamsters Local Union 671, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment. This Agreement contains the full and complete agreement between the parties. This Agreement may be altered or modified only by the mutual written agreement of the parties thereto. Any previous Agreements are considered null and void by the signing of this agreement.

Article I RECOGNITION

The Town hereby recognizes the Union as the exclusive collective bargaining agent, for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment for the bargaining unit, defined as all employees of Public Works, Field Operations, Fleet Services, all Facilities employees, and all Mini-Bus drivers of the Town of Bloomfield who work one hundred and twenty days or more per year pursuant to the M.E.R.A.; excluding employees excluded by the Act.

Article II MANAGEMENT RIGHTS

The Union recognizes that operation of the Town of Bloomfield and the direction of the working forces, including the right to hire, suspend or discharge for good and sufficient cause, and pursuant to the seniority articles of the Agreement, the right to relieve members of the bargaining unit from duties because of lack of work or economic or budgetary restrictions, are among the sole prerogatives of the Town of Bloomfield without limitation thereby; provided that no discrimination against any members of the bargaining units shall be permitted by this section; and any such suspensions or discharges shall be subject to the provisions of this Agreement relating to grievances.

It is further agreed that except to the extent expressly modified by a specific provision of this Agreement, the Town of Bloomfield reserves and retains solely and exclusively all of its rights of authority conferred by the Charter of the Town of Bloomfield, Connecticut, or the Connecticut General Statutes, as such rights existed prior to the execution of this or any other previous Agreement with the Union or its predecessor including the direction of its affairs and working forces, the maintaining of discipline and efficiency of employees, except that Union members shall not be discriminated against. Any complaint of discrimination shall be subject to the grievance procedure as set forth in Article V of this Agreement. The Agreement shall be construed as requiring Town officials and the Union and its membership to follow the procedures, agreements and policies prescribed herein, to the extent they are applicable in the exercise of the authority conferred upon them by law.

Article III UNION SECURITY, DUES DEDUCTION

As a condition of employment (I) all present employees who are members of the Union upon the effective date of this Agreement shall remain members for the duration of this Agreement and (II) all employees who are not members shall within thirty-one (31) days after the effective date of this Agreement become members of the Union and remain members for the duration of this Agreement. All employees hired thereafter, as a condition of employment, shall become members of the Union on or before their thirty-first (31st) calendar day of employment, and remain members for the duration of this Agreement.

The Town agrees to deduct from the salary of all employees covered herein who authorize in writing such deductions from their salary, such dues and initiation fees as may be fixed and certified to the Town by the Union and allowed by the law. The Town will remit to the Union on or before the tenth (10th) day of the following month in which such deductions are made, the aggregate of amounts collected, together with a list of employees from whose salary such sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will save the Town harmless from any claim for damages by reason of carrying out the provisions of this Agreement concerning the deduction from salary of such dues and fees, as hereinbefore mentioned.

These deductions will be made on such paydays as are mutually agreeable to the Town and the Union. In the event an employee receives no pay on the payday on which Union dues are deducted, no deduction shall be made for that pay period.

Article IV EMPLOYEE RIGHTS AND REPRESENTATION

Section 1 Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise. The union steward or designee shall have the right to conduct employee orientation sessions for new employees, subject to the approval of management.

Section 2 Not more than one (1) representative or grievance committee member and the grievant shall be granted leave with full pay for the express purpose of processing grievances upon notification to his supervisor. Other witnesses may be excused at their own expense, with advance notice to the supervisor. This provision shall apply to the first three steps of the grievance procedure.

Section 3 Not more than two (2) representatives or grievance committee members and the grievant shall be granted leave with pay for necessary time required to process grievances at any appeal from the Town Manager's decision.

Section 4 The members of the Union's bargaining committee, to a maximum of five (5), who are scheduled to work on a tour of duty during collective bargaining negotiations, shall be granted Union leave of absence without loss of pay or benefits for all meetings between the Employer, its agents or representative and the Union for the purpose of negotiating the terms of the contract or any supplements thereto. No more than one person per division, excluding the Union Steward (or designee), shall be absent for the purposes thereof without prior permission from the supervisor.

Section 5 The employee may, with permission of his/her immediate non-bargaining unit supervisor, contact a steward during the working hours regarding an adverse action which could not be resolved at the time by a supervisor.

Section 6 Not more than three (3) members (in no event to exceed one (1) member per division) shall be off-duty on Special Union business leave with pay at the same time. The Union shall be required to submit the names of the three (3) members as far in advance as is practical. Special Union business leave shall be granted to attend Union conferences limited to an overall total of twelve (12) days annually.

Section 7 Union Bulletin Board The Town shall provide bulletin board space for the Union located in the designated areas for the posting of notices concerning Union business and activity.

Section 8 Union Representative Visits The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union business representative will report to the department head before talking to bargaining unit members

Article V GRIEVANCE PROCEDURE

Section 1 The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale. A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

- (a) Discharge, suspension or other disciplinary action.
- (b) Charge of favoritism or discrimination.
- (c) Matters relating to the interpretation and application of the articles and sections of this Agreement.
- (d) The application of rules and regulations and policies of the Town, to the extent that said rules, regulations and policies affect working conditions.

Section 2 Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step following that which the employee has ceased to appeal without Union assistance. No grievance settlement made as a result of an individually processed grievance shall contravene any provisions of this Agreement.

Step 1 Any employee who has a grievance in accordance with Article V hereof shall reduce the grievance to writing and submit it within fifteen (15) working days of the date of the occurrence, or within 15 days of the date that the employee, by the exercise of reasonable diligence, knew or should have known of an occurrence that is believed to violate this Agreement but not longer than 30 working days to his/her immediate non-bargaining unit supervisor who shall use his/her best efforts to settle the dispute. The said supervisor's decision shall be submitted in writing to the employee filing the grievance and his/her representative within ten (10) working days of receipt of the grievance.

Step 2 If the dispute is not resolved by the decision rendered by the immediate supervisor, the employee or his/her representative shall submit the grievance in writing within five (5) working days of the decision of the said immediate supervisor, to the department head. The department head's decision shall be submitted in writing within five (5) working days of its receipt by him/her to the employee submitting the grievance.

Step 3 If the dispute is not resolved by the decision rendered by the head of the department, the employee or his/her representative shall submit the grievance in writing within ten (10) working days to the Town Manager. Within ten (10) working days after receiving such grievance, the Town Manager shall call a hearing and give notice in writing to the employee filing the grievance and his/her representative, if any. The Town Manager shall have five (5) working days within which to render a decision in writing to the employee and his/her representative, if any.

Step 4 Any dispute arising over the operating of this Agreement that cannot be adjusted between the Town and the Union representatives shall be referred to a mutually acceptable arbitrator, and in the absence thereof, the dispute will be submitted to the American Dispute Resolution Center, or the American Arbitration Association whose decision shall be final and binding on both parties.

Section 3 Meetings If either of the parties related to the grievance process desires to meet for the purposes of oral discussion, a meeting shall be requested and if satisfactory to the other party, a meeting shall be promptly scheduled. Such procedure shall not extend the time limitations above.

Section 4 Time Extensions Time extensions beyond those set forth in this grievance procedure may be arranged by mutual written agreement of both parties.

Section 5 Recording of Minutes or Testimony Either party shall have the right to employ at his/her or its, as the case may be, expense a public stenographer at any step of this procedure.

Section 6 Representation The Union and the Town shall have the right at its expense of choice of representation.

Article VI DISCIPLINARY ACTION

Section 1 No regular bargaining unit employee shall be subject to disciplinary action, discharge or suspension except for just cause. If any employee is so disciplined and in his/her judgment this action is taken without just cause, he/she may file and process his/her grievance through the Grievance and Arbitration Procedure outlined in this Agreement, and shall have the right to be represented by the Union. He/she shall be provided a copy of all charges and statements, as soon as possible, of any adverse action.

Section 2 If at any time the Town elects to have a formal hearing and investigation pertaining to the actions of any employee at which witnesses shall be called and interrogated, the employee shall have a right to be represented by counsel of his/her choice and all witnesses shall be sworn and subject to cross examination. This shall not be applicable to an internal Town investigation and initial gathering of facts even in the event that the employee being investigated is requested to give an initial oral or written statement of facts unless said employee is accused of criminal activity which could result in criminal charges being lodged against him or her. If the Town elects to hold a formal hearing, the employee shall have the right to have such hearing held in public session or in private. Except for witnesses, representatives of the parties or the parties themselves, no one else shall be allowed to speak unless mutually agreed as above.

Section 3 Discipline shall be removed pursuant to the Freedom of Information Act (FOI) regulations. If, for any reason, the chief record keeper refuses to grant such destruction, said record shall be placed in a sealed envelope in the employee's file, to be re-opened only with the mutual consent of both the employee and the Town, in accordance with applicable provisions of the FOI. The Town agrees that such document shall not be used in any personnel matter involving such employee. The time period for destruction or removal shall be:

Type of Action	Length of Retention
Verbal Warning	Nine (9) Months
Written Warning	Eighteen (18) Months
Suspension	Forty Eight (48) Months

Section 4 Copies of all reprimands or accusative letters shall be given to the employee if placed in the personnel file. This shall include all evaluations by supervisors.

Section 5 In the event an immediate suspension of an employee is invoked, such suspension shall be made, but such suspension shall be with regular base pay, subject to the following conditions:

- (a) If the employee shall not have grieved such suspension action within the time required in Article V, or having commenced such grievance procedure, shall not have further grieved such suspension action to the next step, under Article V, within the time required under said Article V, pay may be suspended for the length of the suspension period immediately following the last date on which such grievance, or the next step of such grievance, whichever applies, should have been initiated. No pay may be suspended until grievance steps processed in accordance with the timelines in Article V section 2 have been exhausted, or the grievance is withdrawn.

Section 6 Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged or suspended without just cause. Disciplinary action normally shall follow in this order:

- (a) Verbal Warning;
- (b) Written warning;
- (c) Suspension without pay;
- (d) Discharge.

Section 7 All disciplinary action may be appealed through the established grievance procedure. It is agreed that the Town has the right to vary the above procedure where an offense is of such a nature as to warrant suspension or discharge.

Section 8 The Town and Union agree that any employee showing positive results when tested under the federally mandated drug testing and/or under the Town of Bloomfield's drug testing policy shall be subject to disciplinary action as enumerated under the drug and alcohol testing policy (Appendix D) and discipline under this policy should not be combined with any other disciplinary action.

Section 9 If a charge or complaint which could result in the discipline of a bargaining unit member is made by a member of the public, the Town Manager or his/her designee shall not officially recognize the charge or complaint as valid unless and until it is in writing, signed and notarized by the Complainant. Such writing shall include a particular description of the acts complained of and names and addresses of witnesses if any. The Union Principal Officer, Steward and the employee included shall be informed of the complaint by a copy of said complaint sent to the employee and the Union Principal Officer and Steward. Within seven (7) working days, an investigation may be initiated by the Town Manager, if in his/her determination it is warranted. If any formal charges are to be made against the employee as a result of said investigation, a hearing will be held in accordance with the provisions of this Agreement.

Section 10 The Town shall, within seven (7) days, notify the Union in writing of any discharge, dismissal, or any disciplinary action, and the reason or reasons for such action. Time to file a grievance begins on the date of notification to the Union.

Article VII LEAVES

Section 1 An employee shall be allowed five (5) working days off with pay following the death of a member of his/her immediate family, provided the employee is actually in attendance at the funeral or engaged in activities in connection with the funeral. The employee may be required to provide documentation of same.

Section 2 Immediate family, as used in Section 1 above shall include spouse, child, mother, father, brother, sister, stepchild, step-parent, legal guardian, father-in-law, mother-in-law, grandchild, grandparent, legal ward, brother-in-law, sister-in-law, aunt, uncle or with the approval of the department head, another person living in the immediate household.

Section 3 An employee shall be allowed one (1) day off with pay to attend a funeral when the death of a person in the employee's family other than his/her immediate family occurs.

Section 4 Family & Medical Leave Leave for the birth or adoption of a child or to integrate a foster child into the immediate family will be administered in accordance with the Town of Bloomfield Family and Medical Leave Policy.

Section 5 Military Leave Military leave will be administered in accordance with the Town of Bloomfield Military Policy

Section 6 Jury Duty Employees out on jury duty leave will receive full regular pay while on leave. Checks received as compensation for jury duty must be signed over to the Town of Bloomfield and submitted to the Finance Department as soon as they are received. Employees may be asked to provide proof of jury duty served.

Article VIII SENIORITY/LAYOFF/RECALL

Section 1 Seniority, according to this Agreement, shall consist of the total continuous paid service of the employee with the Town as a member of the bargaining unit. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off for a period of less than thirty-six (36) months. When it becomes necessary to reduce the work force, layoffs shall be made in inverse order of and recall shall be by seniority. However, an employee shall only be able to bump laterally or to a lower rated job classification, provided he/she can perform the work with training. The employee shall be entitled to learn such job within a period of ninety (90) days from the date of employment in the new position. The seniority list shall be brought up to date upon request from the Union at reasonable intervals not more often than one (1) time per calendar year and shall be posted in a conspicuous place.

Section 2 The purpose of seniority is to provide a declared policy of right or preference as to layoff, transfers, vacations, promotions, expression of preference for work assignment, or any other working conditions with reference to Section 1 of this Article.

- (a) Employees will have by seniority and qualification, preference on work within bargaining units division before another bargaining unit division member is placed in that division's work.

Section 3 The provisions within this Article and throughout this entire Agreement relative to hiring seasonal help, layoffs, overtime and transfers (either alone or in combination with each other) shall not affect any State or Federal temporary programs from which the Town receives funds to hire personnel. The termination, layoff or transfer of any employee so hired pursuant to one or more of these temporary funding programs, as a result of the curtailment or cutoff of funds, shall not prevent or prohibit the Town from hiring other seasonal employees as specified elsewhere in this Agreement.

Section 4 Probationary Period – New Employees As new employees, seniority as defined herein shall be retroactive to the date of hire after an eight (8) month probationary period. If the probationary period is extended for any reason, written notice shall be given to the Union.

Section 5 Employees promoted to a higher or equal rated job classification shall serve a three (3) month trial period. If the trial period is extended for any reason written notice shall be given to the Union.

Section 6 An employee entering military service from the Town's employment shall maintain his/her seniority in accordance with the Town of Bloomfield's Military Leave Policy.

Section 7 In the event that a layoff for lack of work is pending or proposed, the Town shall notify the Union as soon as is practical, but in no event less than forty-eight (48) hours prior to the time of notification of the employee to be laid off. No employee shall be laid off without two (2) weeks' notice. The order of layoff for employees covered in this Agreement shall be as follows:

- (a) Temporary seasonal employees;
- (b) Probationary employees, part-time before full-time;
- (c) Regular part-time employees before regular full-time;
- (d) Full-time employees with the least seniority first.

Section 8 An employee laid off without proper notice shall receive, in addition to all other severance pay, four (4) weeks' severance pay.

Section 9 Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:

- (a) The affected employee shall be placed on a recall list;
- (b) Employees who are bumped to a lower job title shall have recall rights to return to his/her former job title. When an employee is bumped to a lower job title, he/she shall be placed on the appropriate pay scale and step that represents the least reduction to the pay of the employee;
- (c) For a period of thirty-six (36) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position should become vacant or be reinstated to a position in a lower job if qualified;
- (d) No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer of reemployment shall forfeit recall rights. Any employee on layoff will be called back even to a higher job before a new employee is hired. Such recall to a higher job shall occur pursuant to Article XXV and Section 5 of this Article. If a person on recall fails to respond to a certified letter mailed to their last known address notifying the employee of a recall opportunity within five (5) days of receipt, the employee shall lose recall rights. It is the responsibility of the laid off employee to keep the Town informed as to his/her current mailing address.

Article IX WORKING RULES AND DIRECTIVES

Section 1 The Union and the Town each consider that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this regard the Union shall encourage employees to conduct themselves on the job in workmanlike manner. The Steward or alternate shall actively assist in compliance with this segment of the contract.

Section 2 All copies of written working rules and written directives of the Town affecting the working conditions of the employees of the bargaining unit shall be provided to the Union by the Town at reasonable times. The Town must negotiate any rules or directives that impact on wages, hours or work conditions.

Section 3 This Agreement shall affect only regular full-time employees of the Town. Part-time and seasonal employees may be used by the Town to supplement the work force, but no part-time or seasonal employee shall be employed while qualified employees of the unit are on layoff or if a reduction in working hours is in effect, as limited herein with respect to other similar employees with classification.

Article X OVERTIME

Section 1 Overtime Pay Time and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid in the following instances:

- (a) All work performed in excess of the regular work hours as shown in Article XIX of this Agreement or time in excess of eight (8) hours in any one (1) day;
- (b) For the purposes of computing overtime, all paid time shall be considered worked time. For employees who work less than forty (40) hours per week, overtime will be at straight time until forty (40) hours; thereafter, it shall be at time and one-half.

Section 2 Compensatory Time Employees may take compensatory time off for accrued overtime, but must state in writing a preference for payment for overtime by either monetary compensation or compensatory time off. This preference must be stated prior to the closing of the pay period in which the overtime is earned and accrued. An employee may accrue no more than one hundred (100) hours of compensatory time without written permission of the Director of Public Works or designee. Employees will be paid for all unused accrued compensation time upon separation from employment with the Town.

Compensatory time must be requested and approved by the Department Head or his designee (Operations Manager or Facilities Manager) at least 48 hours in advance when possible.

Section 3 There shall be a penalty for errors in any union member's payroll. For any errors not corrected by Tuesday of the week following said pay day, a penalty equal to that error shall be assessed. The same shall apply on every subsequent Tuesday until the original error is rectified. This shall apply only if the affected employee notifies the timekeeper no later than 10:00 am of the day following the disputed payroll.

Section 4 Overpayments When the Employer determines that an employee has been overpaid, it shall notify the employee of this fact and the reasons therefore. The Employer shall arrange to recover such overpayment from the employee over the same period of time in which the employee was overpaid unless the Employer and employee agree to some other arrangement.

Section 5 Holiday/Weekend Pay All hours performed on the holidays hereinafter specified in this Agreement shall be paid at double normal rate in addition to the holiday pay of eight (8) hours. All work performed on Sunday shall be paid at two times (double) the hourly rate. All work performed on Saturday shall be at time and one-half the normal hourly rate. This section shall not apply to a new employee who has not completed forty (40) hours during that pay period.

Section 6 Assignment of Overtime Overtime work shall be divided equally as far as practicable on a rotational basis within the division and classification requiring the overtime, subject to the employee's classification and ability to perform the required work.

Section 7 Any employee who refuses to perform overtime when either notified by 10:00 a.m. on a normally scheduled workday or called to work outside of normally scheduled workdays shall be charged a turn on the rotation list. Said employee will be advised of the nature of work required.

Section 8 Any overtime assigned after 10:00 am on a normal workday shall be subject to a four hour minimum, as in Article XVIII of this Agreement. This shall not apply to emergency responses due to weather.

- (a) Notwithstanding the above, supervisors shall have the right to require emergency overtime by an employee unless previously excused for reasons acceptable to said employee's supervisor. Any mandatory overtime order shall occur in inverse order of seniority if no one voluntarily accepts such overtime assignment within a division. No non-bargaining unit employee shall be used to perform bargaining unit work, unless no bargaining unit personnel are available.

Section 9 Overtime work in the facilities division shall be offered first to the employee normally assigned to the area/property in which the overtime work is required. If the employee turns down the overtime at this facility the assignment will be on a rotational basis.

Section 10 Snow, ice control, and emergency overtime work will be offered to all available bargaining unit employees who are qualified to perform the job before outside sources may be used. Qualified shall mean:

- (a) Competent to perform the required assignment.
- (b) Employees who have signed up for on a list established by October 10th of each year. Said list will be by seniority basis, and shall be used in rotation subject to Article X, section 6, above. All members of the bargaining unit shall be eligible to participate. The Town shall ensure ground personnel have appropriate outerwear supplied.

Section 11 Employees shall be granted reasonable time, up to one-half (1/2) hour off with pay for eating or rest after working four (4) hours overtime in emergency conditions, subject to Article XXI, Section 7 of this Agreement.

Section 12 Any employee sent home after working long hours in storms or emergency conditions shall be paid for the balance of his/her regular work day.

Section 13 Whenever it is possible, in the discretion of the Town to have two (2) employees per truck during emergency winter conditions, such policy of two (2) per truck shall be followed. As used in this Section 13, the term employees shall exclude mini-bus drivers, custodians and engineering technicians.

Section 14 Two "on-call" lists will be maintained; one comprised of Operations Crew Chiefs and Operations Working Foreman, and another comprised of all Mechanics. One employee from each list will serve as the "on-call" employee for that given week. The on-call employee shall rotate weekly. Appropriate technology will be provided so that the employee on-call may be notified promptly to report to work when needed. During such periods the on-call employee shall be compensated at the rate of \$110 each week.

The order of call-in for Operations personnel is as follows: Operations Crew Chief or Operations Working Foreman, whoever is the scheduled on-call employee that particular week. When it is determined additional personnel are required, the next three call-ins shall come from the overtime rotation list (separate from the on-call lists described herein) comprised of Maintainers and Heavy Equipment Operators. Simultaneous with the call in of the third Maintainer or Heavy Equipment Operator, management may call in the Foreman or the next Crew Chief in rotation from the on-call list (if the Foreman was the "on call" employee). For each additional crew that is required, the Crew Chief next in rotation may be called in followed by Maintainers and/or Heavy Equipment Operators from the overtime rotation list.

Mechanics shall be called into work in rotation in accordance with Article XXV. Section 5 of this contract. During winter storms when all Operations employees are called into work, all mechanics who were not called in to work in accordance with Article XXV. Section 5 will be called in to perform snow removal operations.

Section 15 Planned overtime shall be defined in Article XXIX of this agreement.

Section 16 Regular full-time employees shall have first preference for all overtime work before part-time or seasonal employees are used, within the division and classification requiring the overtime.

Article XI HOLIDAYS

Section 1 The Town shall provide the following paid holidays for all employees of bargaining unit.

New Year's Day	Martin Luther King
President's Day	Memorial Day
Good Friday	Labor Day
Thanksgiving Day	Independence Day
Veterans' Day	Day after Thanksgiving
Christmas Day	

Section 2 In the event any of the above-mentioned holidays fall on a Saturday, said holiday shall be observed on Friday; in the event the holiday falls on a Sunday, it shall be observed on Monday. Holiday pay rate (double normal rate in addition to the holiday pay of eight (8) hours) shall be paid for work done during the twenty four (24) hours from 12:01 a.m. to 12:00 p.m. on the day that the holiday is observed by the Town. In any other event, holidays shall be observed in accordance with State holiday observances.

Section 3 Part-time employees will be paid holiday pay for the number of hours they are normally scheduled to work on the holiday.

Article XII VACATION AND PERSONAL LEAVE

Section 1 Regular full-time employees will be granted vacation benefits as follows, during the period covered by this contract. Regular part-time employees are not eligible for pro-rated vacation. Regular part-time employees are employees who work 25 hours or less per week.

Years of Continuous Service	Vacation Time Earned
6-Month Anniversary	Five days
1 st Year Anniversary	Five additional days
2 nd – 4 th Year Anniversary	Ten days
5 th – 9 th Year Anniversary	Fifteen days
10 th – 14 th Year Anniversary	Twenty days
15 th – 19 th Year Anniversary	Twenty-five days
20 th + Anniversary	Thirty days

Section 2 Requests for vacation time shall be made by April 15th and shall be granted where practicable to employees in accordance with seniority rights within classification. Vacation requests made after April 15th will be considered in light of operating needs and the vacation schedule, in order of the request. There will be no mass shutdown for vacation purposes, however. For the purpose of vacation entitlement, the employee's anniversary date of employment shall be used. An employee's decision to cancel prearranged vacation time must be reported at least two (2) working days in advance of the scheduled vacation time.

Section 3 Regular full-time employees will be granted four (4) personal days per fiscal year on July 1st except for regular full-time employees in their first year of employment will receive pro-rated personal days depending on the month in which they are hired according to the following schedule:

July, August, September	4 Days
October, November, December	3 Days
January, February, March	2 Days
April, May, June	1 Day

Personal days cannot be carried over and will be forfeited if not used by June 30 of the fiscal year in which they are granted. No payment will be made for unused personal days upon separation of employment.

Regular part-time employees are not eligible for personal days. Regular part-time employees are employees who work 25 hours per week or less.

Section 4 In the event of illness of a minimum of two (2) days during the employee's vacation period, the employee shall be given the option of charging such days to his/her sick leave account. The Town may request medical verification of such illness.

Section 5 Any employee terminated for cause shall receive no payment for any accrued leave time.

Section 6 Employees may carry over accrued vacation time equal to two (2) times their annual accrual rate each year. Unused vacation time equal to more than two (2) times an employee's annual accrual rate will be forfeited. Requests for exceptions may be granted at the discretion of the Town Manager or his designee due to extenuating or unforeseen circumstances. A written request must be submitted to the Department Head stating the reason for carrying over more than two (2) years of vacation accrual and the timeframe within which the excess vacation will be used. The request must be approved in writing by the Department Head, the Director of Human Resources and the Town Manager.

Section 7 Unused accrued vacation up to the maximum allowable accrual will be paid out upon separation of employment at the employee's then current rate of pay, except in cases where the employee was terminated by the Town for just cause.

Article XIII LONGEVITY

Section 1 The Town shall pay to each employee hired prior to 7/1/11 who qualifies as provided herein, a longevity stipend as follows:

Five (5) full years of service	\$500 per year
Ten (10) full years of service	\$700 per year
Fifteen (15) full years of service	\$1000 per year
Twenty (20) full years of service	\$1150 per year

The Town shall pay to each employee hired 7/1/11 or later who qualifies as provided herein, a longevity stipend as follows:

Fifteen (15) full years of service	\$700 per year
Twenty (20) full years of service	\$1000 per year

Longevity will be paid retroactive to July 1, 2016 within 30 days of ratification of this agreement.

Employees hired after the ratification and approval of the labor agreement effective 7/1/16 to 6/30/19 will not be eligible for longevity stipends.

Section 2 This longevity stipend shall be paid to all qualifying employees in a lump sum no later than fifteen (15) days after the annual anniversary date of employment. If an employee would have been entitled to a longevity stipend, but is not an employee of the Town, such employee shall not be entitled to a longevity stipend for the year most recently completed. Longevity bonuses shall be paid in a separate check. Longevity payments to an employee, however, shall only be made to employees in good standing.

Section 3 Longevity will be paid retroactive to July 1, 2016 within 30 days of ratification of this agreement.

Article XIV SICK LEAVE AND PERFECT ATTENDANCE

Section 1 Each employee will be granted fifteen (15) working days per year for sickness. If an employee is sick, he/she must call the supervisor, or in the case of a mini-bus driver, the Director of Senior Services, as soon as possible to report the absence. This leave shall accumulate to a maximum of one-hundred fifty (150) days.

Section 2 Reporting Sick All employees shall report absences due to sickness one half (1/2) hour prior to the start of their shift.

Section 3 Doctor Certification The department head or the Town Manager may require a doctor's certificate stating that the employee has sufficiently recovered from an illness to return to work after five (5) days of absence from work. An employee out sick for five (5) days or more may be required to produce a doctor's certificate. A department head or the Town Manager may request a doctor's certificate when the employee's record indicates an abuse of sick time, with notice to employee in advance of said request.

Section 4 Upon retirement, full payment shall be made for all accumulated sick leave up to the maximum accrual.

Section 5 Each employee shall receive Perfect Attendance time off at the rate of six (6) hours for each Three Hundred Twenty (320) working hours of perfect attendance without using sick leave or being late. Such days may be taken by mutual agreement between the department head and the employee. Late as used in this section shall mean more than one (1) minute late, with the exception of allowing one tardiness which shall not be more than six (6) minutes late during that forty day period. Any employee who has perfect attendance for any full year shall be given eight hours additional Perfect Attendance time.

Section 6 Upon voluntary layoff, separation or death by an employee, accrued sick leave shall be paid. Dismissal for cause shall result in forfeiture of accrued sick leave. In the event of death, such payment shall be made to the employee's estate.

Section 7 The employer shall maintain an accurate and up-to-date record of each employee's sick leave and vacation.

Section 8 An employee who has reached the maximum accumulation of sick leave days, one hundred fifty (150) days, during the fiscal year will have the right to payment of fifty percent (50%) of the unused sick leave days over and above the employee's maximum accumulated sick leave days, provided that such employee has used less than half (1/2) of his/her current sick leave days. Accumulated sick leave days on record on June 30 will determine eligibility, and the rate of payment will be the current rate in effect on June 30th. The amount shall be payable within one (1) month after the end of the fiscal year and shall be subject to all deductions otherwise taken out of the employee's salary.

Section 9 Employees hired on 7/1/2011 and thereafter will not be eligible for accrued sick time payout upon termination for just cause.

Article XV EMPLOYEE GROUP INSURANCE

Section 1 The Town agrees to purchase for each regular full-time employee and his/her properly enrolled dependents the following hospital and surgical insurance, with the Town paying a certain portion of the cost of the insurance for the employee and/or his/her properly enrolled dependent with the employee paying the remaining percent of such cost by a payroll deduction. Regular part-time employees are not eligible for employee group insurance. Regular part-time employees are employees scheduled to work 25 or less hours per week.

- (a) Anthem Century Preferred PPO or Anthem Lumenos HSA
- (b) Group Life Insurance equal to two (2) times annual salary rounded to nearest \$1,000, with double indemnity provision in event of accident, and Long-Term Disability insurance.
- (c) Blue Cross Full Services Dental

Section 2 The Town shall provide a High Deductible Health Plan ("HDHP") with a Health Savings Account ("HSA"). There will be a \$2000 deductible for individual coverage and a \$4,000 deductible for coverage for a single plus one or family coverage. The Town will contribute 50% of the applicable deductible; employees are responsible for the remaining 50% of the deductible. Upon an employee's hiring, she/he will be provided with a Health Reimbursement Arrangement ("HRA") rather than an HSA until July 1 of the next fiscal year. During this period of time, the Town will reimburse up to 50% of the applicable deductible; employees are responsible for the remaining 50% of the deductible. Bargaining unit members and their eligible dependents may enroll in this plan on an annual basis. (Plan Summary attached as Appendix E).

The Town shall pay for the monthly service charge on the employee's Health Savings Account through June 30, 2018. The employee is responsible for all other fees associated with the savings account; On July 1, 2018 and thereafter, the employee is responsible for all fees associated with his/her savings account.

Within 30 days of ratification and approval of this collective bargaining agreement, employees who elect the HDHP/HSA will receive an additional \$250 deposited into their Health Savings Account.

Section 3 Wellness Program The Town shall annually contribute toward the HDHP deductible in the form of deposits into the employee's Health Savings Account or provide bank cards to employees in the PPO for employees who complete the town's voluntary health screening program, as follows:

- 1. \$125 (HDHP) or \$50 (PPO) if the employee has their physician complete the preventive care health attestation form utilized by the Town certifying that they have had their annual age-appropriate medical screenings (as determined by their physician); and

2. \$125 (HDHP) or \$50 (PPO) if the employee obtains biometric screening results from their physician and completes a health risk assessment on the Anthem website utilizing the results of the biometric screening.

The specific tests performed and/or results of such tests are strictly confidential. The physician simply certifies that the employee has taken the tests that the physician deems appropriate.

Section 4. Employees shall pay weekly on a pre-tax basis, the following contributions toward medical insurance coverage:

- (a) Employees shall contribute twelve percent (12%) toward Anthem Lumenos HSA and seventeen percent (17%) toward Anthem PPO medical insurance premiums effective October 1, 2016.
- (b) Employees shall contribute thirteen percent (13%) toward Anthem Lumenos HSA and twenty percent (20%) toward Anthem PPO medical insurance premiums effective July 1, 2017.
- (c) Employees shall contribute fourteen percent (14%) toward Anthem Lumenos HSA and twenty-three percent (23%) medical insurance premiums effective July 1, 2018.
- (d) If the Town negotiates a lower rate on the PPO and/or HDHP employee premium share, the Teamsters will receive the same. This provision is not retroactive and does not apply if rates are lowered as a result of binding arbitration.
- (e) Such employee co-payments shall be based on the allocated rate or COBRA rate, whichever rate is lower. The Town shall provide a schedule of premium cost to the Union each year prior to any increase going into effect.

Section 5 In the event the Federal and/or State government enacts a comprehensive health care plan, the parties agree to negotiate over the issue of health insurance.

Section 6 In-lieu of payments for medical and/or dental will be made to employees at 50 percent of single coverage of the Anthem Lumenos HSA. Employees will be required to provide proof of insurance as per the Employee Handbook/Rules and Regulations. An employee hired on or after the ratification date of this contract who is covered as a dependent of another Town employee or retiree on the Town of Bloomfield medical and/or dental plan is not eligible for in-lieu of payments.

Section 7 The Town shall make available to each retired full time employee who retires after the effective date of this Agreement and his/her enrolled dependents, Major Medical, Blue Cross (hospitalization) and Blue Shield coverage as if the said employee were still working provided the employee has contributed to the medical retiree fund for a minimum of ten (10) years. Employees hired on 7/1/2011 and thereafter are entitled to benefits for coverage paid 100% by the Town for the employee and all dependents for

two (2) years from the date of retirement. Beginning in the third year, coverage for the employee and his/her spouse will be covered 100% by the Town. If the employee wishes to cover dependents, the employee must pay 50% of the cost of the premium for the dependents.

- (a) This coverage shall be provided from the day of retirement until the date upon which said employee becomes eligible for Medicare or some other national health insurance program or until age sixty-five (65) whichever is sooner, except that coverage will not be extended to retirees who are eligible to receive health or life insurance benefits of a comparable nature from or through another employer, and each retiree to be eligible for benefits hereunder shall declare whether he/she has such comparable coverage, annually and in writing.
- (b) If no such written declaration is received, then the Town shall be permitted to drop the coverage on said retired employee after due notice of such elimination of coverage is sent by the Town via registered mail, return receipt requested. The Town shall pay one hundred percent (100%) of the individual premium and sixty-six and two-thirds percent (66-2/3%) of the additional cost of dependent coverage and the employee shall pay the remaining cost of the coverage. It shall be incumbent upon the employee to provide said statement and no demand need be made by the Town, save for the form to be sent by the Town to the said employee advising said employee of his/her obligation to so declare.
- (c) In addition to certifying that said employee has not received any additional insurance coverage, employee must certify annually that he/she has not become eligible for comparable coverage on an annual basis, or absent this declaration, the Town may discontinue the coverage.
- (d) The Town reserves the right to provide similar coverage to that described in Section 1, a) through c) with different carrier(s) upon agreement by the Union.
- (e) The Town will provide a premium conversion plan under IRS Section 125 so that employees may choose to have premium co-payments deducted on a pre-tax basis.

Section 8 The Town may, at its discretion, change the identity of insurance carriers provided that there is no reduction in insurance benefits available to bargaining unit members as a result thereof.

Article XVI RETIREMENT

Section 1 The present Retirement Income Plan as amended by the Arbitration Award Case No. 8889-A-136 dated April 18, 1989, between the Town and the Union is hereby incorporated herein and made part of this Agreement, and continues as restated effective July 1, 2003.

Section 2 Each Teamsters Local 671 bargaining unit employee who becomes eligible shall become a participant under this Plan by completing and delivering to the employer a payroll deduction order. An employee will become a participant as of the date he becomes eligible for participation if his/her election is made not more than thirty-one (31) calendar days thereafter; otherwise, as of the first (1st) day of the month following the date he/she makes the election provided he/she then meets all eligibility condition.

Section 3 Contributions to the Retirement Medical Fund.

- (a) Employees hired after the ratification of this agreement through and including June 30, 2017 shall contribute 2.5% to the retiree medical fund.
- (b) Employees hired July 1, 2017 through and including June 30, 2018 shall contribute 3.0% to the retiree medical fund.
- (c) Employees hired on or after July 1, 2018 shall contribute 3.5% to the retiree medical fund.

Article XVII WAGES

Section 1 Employee wages shall be annually adjusted at the following rates:

- (a) 2.75% effective and retroactive to July 1, 2016 for employees on the payroll as of the execution of this Agreement.
- (b) 2.50% effective July 1, 2017
- (c) 2.50 % effective July 1, 2018

Section 2 Any change in the current schedule of payday periods will only be made upon mutual consent of the Town and the Union.

Section 3 Any employee eligible for a step increase shall receive it on the employee's anniversary date. Step increases shall cease when the maximum rate for that classification is reached, as per attached addendum

Section 4 Employees who receive certification in specialized training, with prior approval and/or request of the Town, shall be paid an additional ten cents (\$.10) per hour for each such certification, up to a total of thirty cents (\$.30) per hour per employee.

Section 5 All employees will be paid bi-weekly with direct deposit.

Section 6 Four Day Work Week Credit All bargaining unit members working on a 10 hour 4 day schedule will be credited for hours worked in calculating accruals.

Article XVIII EMERGENCY CALL-INS

An employee called in to work after regular working hours on a weekday, or called in to work on a Saturday or Sunday, shall be paid for a four (4) hour minimum at the applicable rate if he/she works less than four (4) hours. If said employee is required to work more than four (4) hours on a single call in to work, he/she shall be paid at the applicable rate for the time actually worked in said call in situation. Minimum pay for a holiday call in to work will be paid in accordance with Article X.

Article XIX HOURS OF WORK

Section 1 Facilities Personnel

(a) **Hours of work for Public Works** - Facilities personnel shall be determined by the Town of Bloomfield consistent with operational requirements of Town facilities. The normal work week shall be Monday through Friday, forty (40) hours per week, eight (8) hours per day, with one-half (1/2) hour for lunch, and two (2) fifteen (15) minute rest breaks.

(b) Normal Schedule for all Public Works-Facilities

1. When assigned to first shift -- 7:00 am to 3:30 pm; one-half (1/2) hour unpaid meal break and two (2) fifteen (15) minute rest breaks at times designated by the supervisor.
2. When assigned to second shift -- 3:30 pm to midnight: one-half (1/2) hour unpaid meal break and two (2) fifteen (15) minute rest breaks at times designated by the supervisor. A five percent (5%) shift differential on base pay will be paid to facilities personnel assigned to this shift.

(c) **Public Works** -- Facilities assignments will be long term, with the exception of emergency changes to ensure adequate maintenance of Town facilities. Transfers of Facilities personnel between buildings and/or assignments may be initiated by the Director of Public Works and Facilities or his/her designee. In making personnel transfers, the needs and interests of affected parties shall be given every consideration, but the overall welfare of the Town facility operation will be considered as paramount. Transfers shall not be arbitrary or capricious. Two (2) weeks (ten [10] working days) written notice shall be given for long-term transfers of facility personnel between buildings and/or assignments.

Custodians will receive shift differential on Saturdays and Sundays when they begin work at 3:30 pm or later.

- (d) Rest breaks cannot be combined with meal breaks and neither rest breaks nor meal breaks can be taken to shorten the work hours.

Section 2 Mini-Bus Drivers

- (a) The established workweek for the mini-bus drivers shall be 8:30 a.m. to 5:00 p.m., Monday through Friday, with one-half (1/2) hour for an unpaid meal break in the p.m., one (1) fifteen (15) minute rest break in the a.m., one (1) fifteen (15) minute rest break in the p.m.
- (b) Meal and rest break time will be designated by the supervisors.
- (c) In the event of a storm or other emergency which results in temporary suspension of service, drivers will report to the dispatch area to assist with functions relating to the mini-bus service or to provide special services as road conditions permit, as directed by the supervisor. Drivers will stand by the dispatcher area in order to resume normal service as soon as weather and road conditions permit. On storm days, the Town will pay the I.R.S. rate per mile mileage allowance for distance from dispatcher location to bus parking area.
- (d) Drivers may take the option of using vacation, earned or personal time on severe storm days, but the Town will exercise its right to require drivers, roads permitting, on a rotating basis, to report to work to do necessary functions.
- (e) Rest breaks cannot be combined with meal breaks and neither rest breaks nor meal breaks can be taken to shorten the work hours.

Section 3 Public Works – Operational & Fleet

- (a) The normal established core workweek for Public Works Personnel shall be 7:00 a.m. to 3:30 p.m., Monday through Friday, with one-half (1/2) hour for lunch, one (1) fifteen (15) minute rest break in a.m., one (1) fifteen (15) minute coffee break in p.m., forty hours per week, eight (8) hours per day.
- (b) The time for coffee breaks shall be mutually established by supervisor and employees of particular work unit.
- (c) Public Works personnel assigned to fleet management will be provided two (2) ten (10) minute breaks for cleanup, specifically before lunch and end of workday.
- (d) Long-term transfers, if grieved, shall not be implemented until the grievance process is completed.

- (e) Rest breaks cannot be combined with meal breaks and neither rest breaks nor meal breaks can be taken to shorten the work hours.
- (f) April 1 to October 1 - Flexible Schedule

Between April 1 and October 1 a flexible work schedule may be established under the following guidelines:

- (1) The Town may substitute paid 20 minute lunch in exchange for a shortened workday, with two (2) weeks prior notice to the employee;
- (2) Start times may be altered by up to one (1) hour earlier with two (2) weeks prior notice to the employee. No start times shall be later than in the normal established core workweek
- (3) Four Day Schedules, if implemented, shall be Monday-Thursday and Tuesday-Friday, and subject to the following guidelines:
 - a. No workday shall commence before to 6:00 am and the hours of work shall normally be 6am to 4pm;
 - b. There shall be paid lunch of 20 minutes;
 - c. Up to 50 % of the division's work force may be placed on a flexible schedule. If participation requirements are not met, reverse seniority will be used to fill vacancies;
 - d. There shall be 2 weeks' notice before implementation of the flexible work schedule;
 - e. The time for lunch and coffee breaks during a flexible schedule shift shall be mutually established by supervisor and employees of that particular work unit. Any personnel working a flexible schedule will be provided a ten (10) minute break for cleanup, specifically before end of workday;
 - f. This schedule will be reviewed after one full season's use. Following review, alternative schedules may be implemented during this window with concurrence of the union steward as to schedule and number of employees to participate, with two (2) weeks prior notice to the employee;

- g. In weeks with a holiday during the above summer periods, employees working a 4/40 schedule shall either receive an additional working day off (taken prior to or immediately following the holiday) or shall receive an additional commensurate day's pay.

Article XX MEALS, WORKING OVERTIME

Section 1 During all overtime operations, (in excess of regularly scheduled work hours) employees shall receive a meal allowance. This allowance shall be paid at the rate of \$12.00 per meal, in the employee's regular pay. If the employee is on the clock working at the following times, payment for meals will be made in accordance with the following schedule:

- (a) Breakfast 0600 hours
- (b) Lunch 1200 hours
- (c) Dinner 1800 hours
- (d) Midnight 2400 hours

Section 2 Meal reimbursement does not apply to Mini Bus Drivers

Section 3 Meal reimbursements will be paid retroactive to July 1, 2016 within 30 days of ratification of this agreement.

Section 4 The Town agrees to provide supplies for cleanup at lunch time for employees required to eat at the job site.

Section 5 The Town will provide a Keurig coffee maker. Employees will provide their own coffee and supplies.

Article XXI HEALTH, SAFETY AND PROTECTIVE CLOTHING

Section 1 The Town and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees as soon as possible, all of which matters are contained in this Agreement. The Steward shall actively assist in compliance with this segment of the contract.

Section 2 The Town shall provide an adequate supply of uniforms which shall be mutually agreed upon with the Union. Additionally, the Town shall provide \$275 payment to each employee for the purchase of safety shoes. All employees shall wear safety shoes at all times. Uniforms, excluding shoes, will be turned in when leaving Town employment. Reimbursement for safety shoes will be paid retroactive to July 1, 2016 within 30 days of ratification of this agreement.

Section 3 The Town will provide rental jackets as current practice for all public works employees. Additionally all public works employees will be provided one (1) heavy outer jacket OR parka OR bib coveralls for winter wear. These garments will be replaced on an as-needed basis, a new one supplied when an old garment is turned in and deemed unsatisfactory for further use.

Section 4 Uniforms, including jackets or parka, will not be worn while involved with another employer or business operation.

Section 5 Personal Protective Equipment (PPE) Protective clothes and equipment, as necessary, shall be supplied by the Town. This shall consist of individual helmets, eye protection, and gloves, hearing protection, face shields for logging, rain gear and over boots. Chain saw chaps and protective gear shall be available to all users of chain saws. It is agreed and understood by both the Town and the Union that all equipment furnished employees under this provision or pursuant to any other provision of this Agreement shall be worn at all times for which said clothing or gear is intended. The Steward shall actively assist in compliance with this segment of the contract.

Mini Bus Drivers and Facilities employees will not be supplied with garments, accessories or PPE that do not apply to their duties.

Section 6 Mini Bus Drivers shall wear uniforms and safety shoes supplied by the Town.

Section 7 Crew Rest During all emergencies, when employees are required to work for extended periods, no such employee shall be required to work more than sixteen (16) hours without a rest. Each employee shall be paid at their overtime rate for a minimum of four (4) hours of rest time in every twenty-four (24) hour work period after working for sixteen (16) hours, after which another sixteen (16) hours may be worked if emergency conditions continue to exist. Up to four (4) hours of time immediately following the end of the workday, when the employee is not working, counts toward the 24 hour period but is not included as hours worked toward the 16 hours. The rest time provided herein shall be scheduled by the Town in its absolute discretion with a view toward maximum efficiency of work and safety of employees. Accommodations include acceptable area for resting and sleeping and for hygiene and meal breaks.

Section 8 The water wagon will accompany sweeper operations where practicable to eliminate dust.

Section 9 Eyeglasses Eyeglasses that are damaged under unusual circumstances while the employee is in the course of performing his/her responsibilities shall be replaced by the Town to the extent that such damage is due in no part to employee negligence.

Section 10 Immunizations The Town shall provide, at no cost to the employee, flu prevention program in the winter and poison ivy shots in the spring. The Town shall also provide tetanus shots and poison ivy lotion at no cost to the employee.

Article XXII STABILITY OF AGREEMENT

No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

Article XXIII WORKERS' COMPENSATION

Employees covered by the Agreement shall come under the terms of the Workers' Compensation Act for injury incurred in the line of duty, and will be retained on regular payroll status for twelve (12) months. The method of payment for workers' compensation benefits shall be that an employee out on job related injury time will continue to receive the regular paycheck. After the claim is processed, and the insurance check is issued, the Town will adjust future payroll to accommodate the amount of the insurance check. Thus, the employee receives uninterrupted pay and the benefit of the tax-free workers' compensation amount. Any workers' compensation benefits for lump sum awards are excluded from this section. In the event that the employee is involved in a suit with a third party, relevant to a compensable injury, notice of such suit shall be provided to the Town.

Article XXIV SAFETY INCENTIVE AWARD PROGRAM

The purpose of this program is to encourage and reward employees for their efforts in conducting the Town's business in a safe and healthy manner consistent with applicable law, rule, policy or regulation.

- (a) Part-time employees who work 1000 or more hours in the calendar year and full-time employees who are regular bargaining unit employees on the payroll as of January 1 of each year are included in this Safety Incentive Program.
- (b) In each calendar year, full-time employees will receive \$200; part-time will receive \$100) provided none of the following situations occurred during the calendar year. Award eligibility will be determined by the Town of Bloomfield Safety Committee. Teamsters bargaining unit members and their supervisor, if in attendance, will recuse themselves from the Safety Meeting during the eligibility determination. Any information that an employee feels is relevant to a situation being considered as part of the award determination may be submitted in writing to the Safety Committee Chairperson prior to the meeting.
 - 1) They suffered a preventable work-related, lost-time injury or illness or they have caused another employee to suffer a preventable work related, lost-time injury or illness;
 - 2) They are charged with a preventable vehicular accident while operating equipment or a private vehicle on business;

- 3) They were convicted of a moving violation from any police agency while operating equipment or a private vehicle while on Town business;
- 4) They received an adverse action for committing an unsafe act or failing to follow established safety procedures;
- 5) Their actions caused the Town to receive a citation for violating Conn-OSHA rule or law.
- 6) Injuries from environmental hazards the employee is required to be in contact with such as bee sting and poison ivy irritation will not be considered reason to disqualify an individual from receiving his/her annual incentive.
- 7) Additionally, if any division that meets this criteria as a group, each member of that division shall receive one day off with pay.

Article XXV

GENERAL

Section 1 Subcontracting The Town agrees that it will not subcontract work for the purpose of reducing the workforce below the present numbers in effect at the signing of this Agreement. Additionally, the Town agrees to immediately discontinue any subcontracting should there be a workforce reduction.

- (a) Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of the work to be done makes it practical to do so. Bargaining unit work customarily performed by bargaining unit members shall be performed by bargaining unit members only, with the exception of emergency situations and mini-bus substitutions.
- (b) The Town shall have the ability to sublet the planting and care of formal flowerbeds and planting areas between April 1 and October 1. The Town may establish "Adopt a Highway" areas maintained by subcontractors and/or volunteers.

Section 2 Personnel File Each employee shall have right to see his/her personnel file upon request by appointment with the Human Resources Director. The Town shall provide copies of all materials in the file upon request of the employee. Employees may request that the Town correct, amend, or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection.

Section 3 Work Performed at A Higher Classification If an employee is assigned to perform work in a higher classification for a period in excess of four (4) hours per pay period, the employee so assigned will be paid at the rate for that higher classification at the step next above his/her normal pay for the period so assigned. It is further agreed that such assignments for a period of eight (8) hours per pay period shall not exceed forty (40) hours per quarter. This shall include laborers driving a truck, employees other than equipment operators operating either Town-owned or rented pay loaders, backhoes, or other heavy equipment.

Section 4 Mechanic Tools

- (a) The Town will provide for the replacement of tools owned by mechanics when replacement is necessary because of breakage or wear and tear during normal use. Such replacement shall be made with the approval of the Director of Public Works and Facilities or his/her designee. Old or broken tools will be replaced when deemed unsatisfactory for further use. Direct exchange of the damaged item(s) is required for replacement.
- (b) Tools owned by mechanics that are stolen from the Town garage shall be replaced by the Town under the following conditions: tools must be for job-related functions in the maintenance of vehicles and equipment, and an inventory of said tools must be on file with the director of public works.
- (c) Each mechanic and mechanic trainee shall receive a tool allowance of \$1000.00 annually. This allowance shall be done via a line of credit with mutually agreed upon suppliers. Mechanics shall be allowed access to this line of credit via Town of Bloomfield purchase orders.
- (d) Once a year, Mechanics shall be required to provide to their supervisor a written inventory of personally owned tools. The list shall be updated outside of the annual process whenever new tools are added

Section 5 Minimal Mechanic Staffing During winter storms or during emergency conditions when a crew of employees is working, a mechanic shall be on duty. Definition of a crew: when six (6) or more employees are working with any two (2) trucks and/or two (2) pieces of equipment, a mechanic shall be on duty for the entire time that such equipment is being used.

Section 6 Training Whenever possible, all notices received by the Town concerning member training will be posted.

- (a) The Town will provide in service training for heavy equipment operators.
- (b) This training will be done during the employee's normal work day.
- (c) Participation will be by seniority, based upon operational needs.

- (d) Any disputes arising from scheduling or participation shall be resolved by the Steward, subject to the approval of management.
- (e) This training will be done during the employee's normal work day.
- (f) Participation will be by seniority, based upon operational needs. Any disputes arising from scheduling or participation shall be resolved by the Steward, subject to the approval of management.
- (g) Any employee who is required by the Town to attend any training or conferences shall be reimbursed for the reasonable expenses associated with said training or conference.

Section 7 Use of Personal Vehicle for Town Business When an employee is required to use his/her own motor vehicle to perform Town business, or attend conferences at the direction of the Town Manager, or his designee, he/she shall be reimbursed on the basis of the I.R.S. rate per mile traveled.

Section 8 Copies of Agreement The Town shall provide copies of the Agreement in sufficient numbers for the membership to the Union Steward.

Section 9 Discrimination There shall be no discrimination, coercion or intimidation of any kind against any employee for any reason whatsoever, including marital status, age, race, creed, color, sex, religious beliefs or Union activity either by the Town or the Union.

Section 10 Heavy Equipment The Town and Union have agreed for the purposes of this Agreement that the list of heavy equipment attached hereto as Schedule H, as the same may be amended from time to time by mutual agreement between the parties, shall be the list used to define heavy equipment.

Section 11 Gender Reference When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.

Section 12 Questions on Disability The Town and the Union agree to negotiate to resolve questions which result from disability (work-related or not) which affect ability to perform work within a job description. These negotiations may occur any time during the contract term.

Section 13 Amendments to Agreement There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership and the Town.

Section 14 Policies and Procedures If there is any previously adopted personnel policy, rule or regulation of the Town which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section 15 Previous Benefits & Privileges The Town of Bloomfield agrees to continue in force for the duration of this Agreement those benefits and privileges previously granted to and enjoyed by the members of the bargaining unit but which may not be specifically mentioned herein, except in instances where such change is deminuo.

Section 16 Tuition Reimbursement Program Tuition reimbursement will be administered in accordance with the Town of Bloomfield Tuition reimbursement Program.

Section 17 DOT Physicals The Town will pay for required DOT physicals once every two (2) years at approved vendors (s) – up to (3) three. Any costs associated with a Medical Examiner's Certificate issued for less than two (2) years will be the responsibility of the employee.

Time used during the work day to attend DOT physicals will count toward the 24 hours (3 days) in accordance with the Memorandum of Agreement regarding attending medical appointments.

Article XXVI PROMOTIONS AND NEW POSITIONS

Section 1 Posting of Positions When a vacancy occurs or a new job is created, the Town shall post the position for ten (10) days, and each employee who is interested will have the opportunity to apply for said opening provided he/she is qualified. Preference within divisions will be given to employees within the division in which the opening occurs.

Section 2 Testing Eligible applicants will participate in testing procedures, as previously announced. In all testing, a score of 70 is passing. Failure to receive a passing score on any component of the testing will disqualify the applicant from further consideration. The Town shall have the right to select for promotion from the top three candidates.

Section 3 Position Pay Rate Establishment When the Town creates a new classification or changes an existing job other than minor change, the Town and the Union shall negotiate appropriate pay rates for such new or changed classification, and said classification and pay rates shall become effective upon agreement through negotiations. Any disputes that may arise as a result of said negotiations shall be resolved through the grievance and arbitration procedure of this Agreement. The Union may elect to process at the Town Manager's level through arbitration. In accordance with the provisions of Article VIII Section 5 of this contract, any promoted employee who is returned to his/her old position for failure to satisfactorily complete the contractual trial period shall be returned to his/her previous job rate and pay.

Section 4 Position Pay Rate All members of the various classifications listed in Schedule A shall be paid at a rate in accordance with the amount of service they have in that particular classification, except that any member advanced or promoted to a higher classification shall be paid the next higher rate of pay, not less than one (1) full step, over which he/she was receiving at the lower classification.

Section 5 Eligibility List A list of eligible candidates will be maintained for the specific position tested for a minimum period of one (1) year from the date of the examination.

Section 6 Internal Candidate Training A regular bargaining unit member will be provided a one-time training opportunity of 20 hours (2.5 days) of on-the-job training prior to taking a practical examination for a position provided he/she:

- (a) Meets the minimum qualifications of the position as determined by the Town Manager or his/her designee
- (b) Passes the written examination for the position
- (c) Achieves the highest score on the written exam of all internal applicants

The training shall be taken on the employee's time and on dates and times mutually agreed to by the Director(s) of the affected organizations.

Section 7 Equipment Operator Advanced Training When the Town anticipates vacancies for equipment operators, the following program shall be made available to all public works employees at the Driver-Maintainer II rank or below.

- (a) To encourage employees to increase their knowledge, competency, ability to meet the criteria for advancement, and further demonstrate their qualifications, the Town will provide training in heavy equipment.
 - 1) The program is intended to provide a career path for motivated employees.
 - 2) The Town shall designate a bargaining unit member as a trainer.
 - 3) This individual will then train other bargaining unit members as available under the following conditions
 - 4) For each hour of unpaid training the employee engages in, the Town will supply one hour of paid training.
 - 5) The employee will be required to use authorized leave time for his portion of training.
 - 6) All training time will be during the normal workday.

7) The Town's trainer's presence shall be required at all training, whether the trainee is on paid or unpaid time.

8) Training will be made available on a seniority basis, based upon a sign up list. Training will be made available as time and workload permits.

Section 8 Vacancy In the event that a vacancy is to be filled, every attempt must be made to fill such vacancy within sixty (60) calendar days of the date that a particular position has been vacated, and, when a new position has been created, within one hundred twenty (120) calendar days from the date that such new position has been created.

Article XXVII SEVERABILITY

It is the understanding of the parties to this contract that each provision of this Agreement and any schedules or addenda hereto is severable and distinct from any other provision, schedule or addenda hereof and that the unenforceability or invalidity of any one of said provisions, schedules or addenda shall not affect the remainder of this Agreement and this Agreement shall be read and construed as if said unenforceable or invalid portion had never been included herein. If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Article XXVIII COMPLIANCE WITH STATE AND FEDERAL LAWS

It is the intention of the parties hereto that this Agreement complies with all State and Federal laws and any express conflict with any applicable section hereof shall be deemed amended to comply with said applicable State or Federal law. This Article shall not, however, change any substantive provision of this Agreement unless said conflict is clearly contrary to any said applicable law and is so held by the highest agency, administrative, tribunal or State or Federal Court to which appeal can be taken or until the applicable period of appeal has expired. The Town agrees to comply with all State and Federal mandates concerning health and safety in the work place and will not subject employees to discipline for refusal to participate in unsafe or hazardous conditions.

Article XXIX DEFINITIONS

When used in this Agreement, the following terms shall be defined as indicated:

- (1) **Authorized Leave** - Vacation, sick, earned, Workers' Compensation or personal time and any other special leave stipulated in the contract.
- (2) **Board** - Connecticut State Board of Mediation and Arbitration.
- (3) **Call In** - Overtime of an emergency nature that requires the employee to return after normal working hours to the work site.

- (4) **Planned Overtime** - Overtime that is prescheduled, assigned in advance and is contiguous to the employee's regular shift is paid on an hour by hour basis and is not subject to any minimum. Overtime that occurs on Saturday, Sunday and Holidays, whether planned or not, shall be subject to the mandatory minimum as outlined in Article X, Section 1.
- (5) **Working Days** - Regularly scheduled days of work not including paid holidays or other authorized leave.
- (6) **Union Leave** – Leave for the purpose of processing grievances in accordance with Article V of the Agreement and/or for the purpose of attending negotiating sessions with the Town.
- (7) **Special Union Leave** - Leave for the purpose attending Union conferences.

Article XXX DURATION OF AGREEMENT

The effective date of this Agreement shall be July 1, 2016 and it shall remain in effect for three (3) years, or until June 30, 2019. This contract shall, after that date, remain in effect during negotiations until agreement is reached and signed to modify this Agreement. Upon agreement, all items agreed upon shall be retroactive. At least one hundred eighty (180) days before the expiration of this contract, the parties agree to meet and discuss a new Agreement.

APPENDIX A -- WAGE SCHEDULE 7-1-16

Appendix A Town of Bloomfield Teamsters Hourly Wage Step Schedule Effective 7-1-16 (2.75% Increase)

	<u>Title</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
A PW-12	Working Foreman	32.97	33.48	34.00	34.51	35.05	35.55	36.09	36.60	37.11
B PW-9	Crew Chief Lead Building Maintainer	29.76	30.21	30.66	31.13	31.60	32.07	32.53	32.99	33.48
C PW-8	Vehicle Mechanic Tech	29.02	29.46	29.91	30.37	30.83	31.29	31.74	32.19	32.66
D PW-7	Heavy Equipment Oper.	28.17	28.61	29.04	29.49	29.93	30.38	30.81	31.26	31.71
E PW-6	Maintainer II	25.99	26.39	26.79	27.20	27.61	28.02	28.42	28.84	29.25
F PW-5	Building Maintainer	23.07	23.42	23.77	24.13	24.50	24.87	25.24	25.60	25.95
G PW-4	Custodian Mini Bus Driver	21.77	22.10	22.44	22.79	23.14	23.49	23.83	24.16	24.51

APPENDIX B – WAGE SCHEDULE 7-1-17

Appendix B Town of Bloomfield Teamsters Hourly Wage Step Schedule Effective 7-1-17 (2.5% Increase)

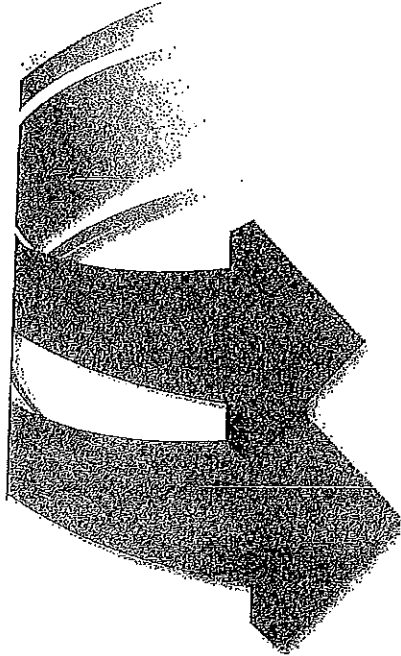
	<u>Title</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
A PW-12	Working Foreman	33.79	34.32	34.85	35.37	35.93	36.44	36.99	37.52	38.04
B PW-9	Crew Chief Lead Building Maintainer	30.50	30.97	31.43	31.91	32.39	32.87	33.34	33.81	34.32
C PW-8	Vehicle Mechanic Tech.	29.75	30.20	30.66	31.13	31.60	32.07	32.53	32.99	33.48
D PW-7	Heavy Equipment Oper.	28.87	29.33	29.77	30.23	30.68	31.14	31.58	32.04	32.50
E PW-6	Maintainer II	26.64	27.05	27.46	27.88	28.30	28.72	29.13	29.56	29.98
F PW-5	Building Maintainer	23.65	24.01	24.36	24.73	25.11	25.49	25.87	26.24	26.60
G PW-4	Custodian Mini Bus Driver	22.31	22.65	23.00	23.36	23.72	24.08	24.43	24.76	25.12

APPENDIX C – WAGE SCHEDULE 7-1-18

Appendix C Town of Bloomfield Teamsters Hourly Wage Step Schedule Effective 7-1-18 (2.5% Increase)

	<u>Title</u>	<u>Entry</u>	<u>Step</u> <u>1</u>	<u>Step</u> <u>2</u>	<u>Step</u> <u>3</u>	<u>Step</u> <u>4</u>	<u>Step</u> <u>5</u>	<u>Step</u> <u>6</u>	<u>Step</u> <u>7</u>	<u>Step</u> <u>8</u>
A PW- 12	Working Foreman	34.63	35.18	35.72	36.25	36.83	37.35	37.91	38.46	38.99
B PW- 9	Crew Chief Lead Building Maintainer	31.26	31.74	32.22	32.71	33.20	33.69	34.17	34.66	35.18
C PW- 8	Vehicle Mechanic Technician	30.49	30.96	31.43	31.91	32.39	32.87	33.34	33.81	34.32
D PW- 7	Heavy Equipment Operator	29.59	30.06	30.51	30.99	31.45	31.92	32.37	32.84	33.31
E PW- 6	Maintainer II	27.31	27.73	28.15	28.58	29.01	29.44	29.86	30.30	30.73
F PW- 5	Building Maintainer	24.24	24.61	24.97	25.35	25.74	26.13	26.34	26.90	27.27
G PW- 4	Custodian Mini Bus Driver	22.87	23.22	23.58	23.94	24.31	24.68	25.04	25.38	25.75

APPENDIX D – CONTROLLED SUBSTANCES & ALCHOL POLICY



CONTROLLED SUBSTANCES AND ALCOHOL POLICY AND EDUCATION MATERIALS FOR DRIVERS

Federal Motor Carrier Safety Administration (FMCSA)
Mandated Program

Standard Policy: Town of Bloomfield, CT

EMPLOYER'S DRUG AND ALCOHOL PROGRAM CONTACT (DAPM/DER)

Drug and Alcohol Program
Manager (DAPM)

Designated Employer
Representative (DER)

Listed below is the individual whom Employer has identified as your
contact for questions or issues regarding this policy and the drug and
alcohol testing program in general.

DAPM/DER: Cindy Coville

In his/her absence, please contact a current or acting DAPM/DER.

Acting DAPM/DER: Janet Bellinger

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LICENSE AGREEMENT — 1-1-2014

By opening this package and/or using the materials provided, Licensee (Client) agrees to abide by the terms and conditions of the foregoing Licensing Agreement with Licensor (Foley Carrier Services, LLC. of Hartford, CT 06106).

I. **LICENSE GRANT** - Licensor hereby grants to Licensee, subject to the terms and conditions of this agreement, a license to use Licensed Products (forms, manuals, documents, and any drug and alcohol testing policies of any title or form (herein policy), etc. in any media) for implementing, a drug and alcohol testing program. Requirements and protections provided in this agreement are in addition to the rights, responsibilities and obligations under any applicable copyright laws. Licensee has no ownership rights to the licensed materials.

II. **PERMITTED USES** - Licensee may duplicate blank forms, policies, and other documents and use as applicable for then-current employees and contractors (herein employees). Licensee may put their business name on materials, but Licensor copyright and license information may not be removed.

III. **PROHIBITED USES** - Licensee may not use any materials to derive replacement materials for use after program termination. Any and all derived products become the intellectual property of Licensor and the use of these derived products is governed by this agreement. Licensee may not remove any copyright notice and/or license agreement notice from any derived products and to provide evidence upon written notice.

IV. OBLIGATIONS UPON PROGRAM TERMINATION OR IF LICENSEE IS NOT IN GOOD STANDING -

1. **COMPLETED FORMS MAY BE MAINTAINED AFTER PROGRAM TERMINATION** - Forms, policies, etc. that have been completed by Licensee's employees may be maintained by licensee and/or employees to prove that they meet or have met the requirements. This right is granted after Licensee is no longer in good standing for any Licensee agreement with Licensor or any agreement has been terminated for any reason. Licensee may subsequently duplicate these completed forms as necessary to meet DOT requirements, to provide information to subsequent employers, upon request of employees as required or permitted by regulation, and to provide evidence that regulatory requirements were met. All other uses are prohibited.
2. **ANY AND ALL POLICIES MUST BE RETRACTED WITHIN TEN DAYS AFTER PROGRAM TERMINATION** - Licensee must cease using licensed materials, retract the drug and alcohol testing policy from all individuals covered by any licensed policy, and obtain a written notice from each individual retracting the policy within 10 days when Licensee is no longer in good standing with Licensor for any reason. Upon written notice by Licensor, Licensee must provide licensor copies of completed retraction forms to assure that this requirement has been met.
3. **DRUG AND ALCOHOL PROGRAM MANUAL MATERIALS MUST BE RETURNED OR DESTROYED AFTER PROGRAM TERMINATION** - Licensee agrees to return or destroy the Drug and Alcohol Program Manual, discs, blank policies, computer files, and copies in any media within ten days when Licensee is no longer in good standing with Licensor.

V. **INFRINGEMENT RESOLUTION** - License violation, at Licensor's option, may utilize Commercial Dispute Resolution Procedures, including Supplementary Procedures for Online Arbitration or Mediation, of the American Arbitration Association. Licensee will reimburse Licensor all reasonable costs (including attorney's fees) incurred by Licensor if Licensor obtains a court or arbitration award for violations of this licensing agreement and/or copyright violations in addition to damages awarded.

VI. **LICENSING AGREEMENT MODIFICATIONS** - Licensor may modify this License Agreement by providing Licensee written notice three months in advance of the effective date.

Possession Of Alcohol

(49 CFR Part 392.5) No driver shall be on duty or operate a CMV while the driver possesses beverage alcohol (wine, beer, and distilled spirits as defined in 49 CFR Part 392.5, [26 U.S.C. 5052(a) and 5002(a), of the Internal Revenue Code of 1954]). However, this does not apply to possession of wine, beer, or distilled spirits, which are manifested and transported as part of a shipment; or, possessed or used by bus passengers.

Use Of Alcohol

(49 CFR Part 392.5) No driver shall use alcohol, be under the influence of alcohol, or have any measured alcohol

concentration or detected presence of alcohol, while on duty, or operating, or in physical control of a CMV.

Federal / State Penalties

49 CFR Part 392.5(c-e) 49 CFR Part 383.51 Federal regulations include penalties for conviction of the above Other Policy Prohibitions that reference 49 CFR Part 383, ranging from disqualification for a period of one year up to a disqualification for life.

The federal/state penalty for alcohol possession or any detectable presence of alcohol in an individual's system is being placed out-of-service for 24 hours.

Section 9:

Employer's Independently Authorized Consequences and Requirements

The consequences defined herein are not part of an employee agreement. As Independently Authorized, employer may take disciplinary actions, up to and including termination, for any violation of the DOT and FMCSA Prohibitions, the Other DOT Requirements or Prohibitions, or Other Employer's Authorized Requirements as defined in this policy.

First Violation Of A Prohibition

This employer affords a driver who violates the DOT and FMCSA prohibitions for the first time, the opportunity to complete the DOT return-to-duty requirements. Once the DAPM/DER has received a written report from the SAP that the driver has demonstrated successful compliance with the SAP's education and/or treatment recommendations, it is at the discretion of the DAPM/DER to direct the driver to have the return-to-duty test(s) completed.

Upon receipt of the negative return-to-duty test result(s), the driver shall be returned to safety-sensitive functions and shall adhere to the SAP's follow-up testing plan, as required by regulation. See Section 7. DOT Consequences For Engaging In Substance Use-Related Conduct

Second Violation Of A Prohibition

Should a driver violate this policy a second time, his/her employment shall be terminated. The driver will be provided with a listing of SAPs' names, addresses and telephone numbers so that he/she may meet the return-to-duty requirements after leaving this employer.

There are a variety of regulatory requirements that must be met by the driver if he/she is to resume safety-sensitive functions for any employer. They include having an initial evaluation by a SAP, completing education and/

or treatment, a follow-up evaluation with the SAP and a negative return-to-duty test result. The driver will also be subject to a minimum of six follow-up tests after returning to safety-sensitive functions.

Return-To-Duty Requirement

Should this employer afford a driver who violates the DOT and FMCSA prohibitions a second chance, the driver must complete the DOT Return-to-Duty requirements. Once the DAPM/DER has received a written report from the SAP that the driver has demonstrated successful compliance with the SAP's education and/or treatment recommendations, it is at the discretion of the DAPM/DER to direct the driver to have the return-to-duty test(s) completed.

Upon receipt of the negative return-to-duty test result(s), the driver shall be returned to safety-sensitive functions and shall adhere to the SAP's follow-up testing plan, as required by regulation. See Section 7. DOT Consequences For Engaging In Substance Use-Related Conduct

Other Employer Authorized Requirements

The following items are required as Independently Authorized by Employer:

Negative-Dilute Drug Test Result

Employer requires a driver who has a negative-dilute pre-employment, return-to-duty or follow-up drug test

APPENDIX D – CONTROLLED SUBSTANCES & ALCHOL POLICY – PAGE 5

result to submit to a second specimen collection.

After Reasonable-Suspicion Testing

A driver brought for a reasonable-suspicion controlled substances test or a reasonable-suspicion alcohol test with a test result of 0.02AC or greater will be required to accept employer-arranged transportation, or arrange for independent transportation home, whichever is acceptable to employer. Refusal to accept independent transportation may result in disciplinary actions, up to and including, immediate termination.

Cooperation

A driver is required to fully co-operate with the Collector, BAT, SAP or the MRO including, but not limited to, meeting any required education and/or treatment, whether in-patient or out-patient. Failure to cooperate fully may result in disciplinary action up to and including termination.

Timely Return-To Duty Testing

Employer has a time limit for a driver to complete successful return-to-duty testing. Once the SAP has conducted the follow-up evaluation and notified the DAPM/DER that the individual has successfully complied with the education and/or treatment recommendations, the DAPM/DER will require that return-to-duty testing take place within the following time parameters:

Alcohol, Opiates, Cocaine,

Phencyclidine, Amphetamines..... 5 Days

Marijuana..... 40 Days

Failure to have the testing completed within these time

frames may result in disciplinary action up to and including termination.

Conviction Of A Felony

An employee who has been convicted of a felony involving the possession of or a transaction in, illegal controlled substances (regardless of where the unlawful activities took place) is subject to disciplinary action, up to and including, dismissal.

Employer Notification

Employer requires any driver who has had an occurrence of any of the Other DOT Requirements or Prohibitions to notify employer of such occurrence within 24 hours.

Administrative Action For Alcohol Test Result >0.02 But <0.04

In a case where a driver is removed from safety-sensitive duties because of an AC of 0.02 or greater, but less than 0.04, if employer determines that no appropriate non-safety-sensitive work is available, the driver will be placed on an unpaid leave of absence and may be required to discuss the situation with a SAP.

Section 10:

Employer's Independently Authorized Financial Responsibilities

This section identifies situations that affect the driver financially. Listed are services that if availed by the driver, he/she would be responsible for the associated fees incurred. The driver would also be financially affected if he/she was on an unpaid leave of absence.

Medical Evaluation of Shy Bladder/Shy Lung

Driver responsible for cost -- If a driver is required to have a medical evaluation for a shy bladder or shy lung situation, this is at his/her expense. The driver is to pay the licensed medical practitioner directly, if it is not otherwise covered by employee's health care coverage.

Unpaid Leave Of Absence

After a violation of the prohibitions, if the driver is not otherwise terminated, the employer has the option to have the driver perform non-safety-sensitive duties or place

him/her on an unpaid leave of absence until the driver has met all return-to-duty requirements.

Split Specimen Test

Driver responsible for cost -- If a driver, reported to have a verified positive controlled substances test result, or a refusal-to-test due to adulteration or substitution of a specimen, requests the split specimen to be conducted, it will be at his/her expense.

If the split specimen test does not reconfirm the original positive test result, or the adulterant was not found within

the criteria, or the specimen was not consistent with the substitution criteria, the driver will be reimbursed for the cost of the split-specimen test.

If The Split Specimen Test Result Does Not Reconfirm The Original Result

Employer responsible for back pay -- If the split specimen test does not reconfirm the original positive test result, or the adulterant was not found within the criteria, or the specimen was not consistent with the substitution criteria, the driver will be reimbursed back pay if he/she was on an unpaid leave of absence.

Expenses Associated With Returning-To-Duty

Following a violation of the prohibitions, employer may allow the driver to remain an employee and go through the return-to-duty process. The driver is responsible for all fees associated with the return-to-duty process that are not covered by the driver's insurance, if any. If terminated, the driver will be responsible for all requirements of the return-to-duty process. While Return-to-Duty costs may vary, employees should expect to pay as much as \$600 for Substance Abuse Professional (SAP) services and up to \$200 for each Return-to-Duty and Follow-Up test.

Initial SAP Evaluation

The driver will be responsible for the expense of the initial SAP evaluation to prescribe recommended education and/or treatment. Driver agrees to reimburse employer for the expense of this service.

Follow-Up SAP Evaluation

The driver will be responsible for the expense of the follow-up SAP evaluation to determine whether he/she was compliant in meeting the SAP's recommendations. Driver agrees to reimburse employer for the expense of this service.

Treatment

Driver will be responsible for the expense of any education and/or treatment not covered by insurance. Driver will make own arrangements to pay the education and/or treatment provider directly.

Return-to-Duty Test(s)

The driver will be responsible for the expense of any return-to-duty controlled substances and/or alcohol test after the violation of a prohibition. Driver agrees to reimburse employer for this expense.

Cost of Follow-Up Tests

The cost of all follow-up tests will be at the expense of the driver. This follow-up testing program will continue for up to sixty months. Driver is responsible for this item and agrees to reimburse employer for these fees.

SAP Information For Terminated Driver

If terminated for a violation of the prohibitions, the driver will be provided with a listing of SAPs' names, addresses and telephone numbers. There is no fee for this information.

Section 11:

Frequently Asked Questions

The following information is provided to drivers to help clarify the DOT mandated drug and alcohol testing program requirements. In this section we answer some of the questions most commonly asked by drivers subject to these regulations. The questions have been grouped within different sections.

Regulatory Requirements

Why do truck drivers have to be tested for controlled substances and alcohol?

The Omnibus Transportation Employee Testing Act of 1991 established drug testing for safety-sensitive employees. As an outgrowth of this act on February 15, 1994, the DOT issued new rules, which expanded the drug testing requirements, and added alcohol testing of DOT safety-sensitive individuals.

This "safety-sensitive" classification defined job categories, which if performed by an impaired individual could cause a large risk to public safety. All employers of drivers who are required to have a CDL must have this program in place.

These regulations require comprehensive drug and alcohol testing programs for safety-sensitive employees of all companies, municipalities, states, and the federal government operating under the Federal DOT, including: FMCSA, FAA, FTA, FRA, RSPA and USCG. There are about 8.3 million safety-sensitive individuals in the U.S., of which 7.3 million operate under the FMCSA.

Why do I have to give my new (prospective) employer permission to contact my past employers for whom I conducted safety-sensitive functions?

All prospective employers must conduct a specific inquiry for all applicants/transfers. All previous employers for whom you have worked within the prior two years will be surveyed.

This inquiry is performed to determine if you had any posi-

APPENDIX E – PLAN SUMMARY

Town of Bloomfield Public Works - Plan Summary APPENDIX E

	<u>PPO</u>	<u>HDP with HSA</u>
Type of plan	CP PPO	Lumenos HSA
HSA Funding	N/A	50%
<u>In Network</u>		
Deductible	N/A	\$2,000/4,000 (combined w/ OON)
Coinsurance	N/A	0%
Out of Pocket Maximum	\$6,850/13,700	\$2,000/4,000
Preventive Care	No charge	No Charge
Mammography	No charge	No Charge
Office visit copay	\$20	0% after ded.
Specialist visit copay	\$20	0% after ded.
X-ray & Lab (stand alone facility)	No copay	0% after ded.
High Cost Diagnostic	No charge	0% after ded.
Vision Exam	No charge	0% after ded.
Outpatient Rehab	\$20	0% after ded.
Chiropractic	\$20	0% after ded.
Emergency Room	\$75	0% after ded.
Urgent Care	\$50	0% after ded.
Outpatient Surgery	No charge	0% after ded.
Inpatient Services	\$100	0% after ded.
<u>Out of Network</u>		
Deductible	\$250/500/625	\$2,000/4,000 (combined w/ IN)
Coinsurance	20%	20%
Out of Pocket Maximum	\$1,250/2,500/3,125	\$4,000/8,000 (includes Ded and OON coinsurance)
<u>Prescription Drugs</u>		
<u>Retail</u>		
Generic	\$5	0% after ded.
Listed Brand	\$20	0% after ded.
Non Listed Brand	\$35	0% after ded.
<u>Mail Order</u>		
Generic	\$5	0% after ded.
Listed Brand	\$20	0% after ded.
Non Listed Brand	\$35	0% after ded.
Annual Rx Maximum	Unlimited	Unlimited
Anthem Rx Rider	PS 2	PS2

APPENDIX F – FIRST AMMENDMENT TO THE RETIREMENT PLAN

ADDENDUM F

FIRST AMENDMENT TO AMENDED AND RESTATED TOWN OF BLOOMFIELD RETIREMENT INCOME PLAN

This FIRST AMENDMENT to the amended and restated Town of Bloomfield Retirement Income Plan (the "Plan") effective July 1, 2003, unless otherwise provided herein, is made by the Town of Bloomfield, a Connecticut municipality, hereinafter referred to as the "Employer".

WITNESSETH:

WHEREAS, the Employer desires to amend the plan per the negotiated agreements entered into between the Employer and CILU #7 and CILU #15, effective July 1, 2003.

NOW, THEREFORE, the Employer agrees as follows:

First: Section 1.1 of the Plan is amended by adding the following sentence:

"As a result of negotiations between the Town of Bloomfield and CILU #7 and #15, effective July 1, 2003, the Plan is amended to be in effect until December 31, 2024", and

Second: Section 2.1 (F) of the Plan is amended in its entirety to read as follows:

"(F) Employee – any full-time bargaining unit employee in the employ of the Employer, hired on or before June 30, 2003 whose customary employment is for 20 hours or more per week for 120 days or more per year."

IN WITNESS WHEREOF, the Town of Bloomfield does hereby adopt this First Amendment to the amended and restated Town of Bloomfield Retirement Income Plan and has caused this document to be duly executed effective July 1, 2003.

Town of Bloomfield

CILU #7

CILU #15

By: Louie Chapman, Jr.
Louie Chapman, Jr.
Town Manager

By: Peter Joseph
Peter Joseph
President, CILU #7

By: Laura James
Laura James
President, CILU #15

Dated this 27th day of January, 2004.

APPENDIX G

HEAVY EQUIPMENT LIST

The following is a listing of the existing vehicles utilized by the Public Works Department, that are considered pieces of equipment requiring individuals classified as Equipment Operators, or higher to run:

1. Street Sweeper (Over the road); Elgin 3-wheeled Pelican; Broom Bear FL70
2. Backhoe; Caterpillar 430D
3. Bucket Loader (2.) CY or larger); John Deere 624K; John Deere 524K
4. Roller; (5 ton or larger)
5. Aerial Lift; truck mounted (aerial element only)
6. Excavator; Bobcat E80 (or larger)
7. Specialty Mower (road side); Tiger TS-100 with arm mower attachment
8. Motor Grader
9. Asphalt Paver; Self propelled
10. Vac-Con/Jet Rodder (over the road)
11. Farm Tractor (Used in conjunction with Bat Wing or Flail Mowers)

To include any rental similar to the above, replacements (different brands) or similar equipment.

APPENDIX H – DOCTOR'S VISITS



Department of the Town Manager
MEMORANDUM OF AGREEMENT

Received
2/21/13
Town Manager's Office Bloomfield, CT

copy to:

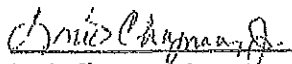
Cindy Crivello, HR
John Hawley, PW
Yvette Hughes-Panell


This is an agreement between the Town of Bloomfield and Teamsters Local 671.

Teamsters' members may be granted a maximum of 12 medical appointments each calendar year without the use of sick time. Each medical appointment may be for up to a maximum of two hours. The intent of providing this time is for attending medical appointments in situations where employees cannot get an appointment before or after the normal work day. These 12 medical appointments will be recorded as leave with pay.

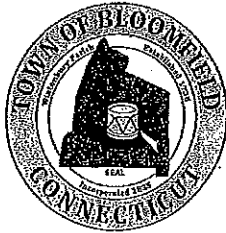
Employees must submit a request in writing at least 48 hours in advance of the appointment. Approval must be granted before the appointment can be attended. Written requests may be denied for operational reasons. Upon return to work, employees must provide a physician's note indicating the date and time of the appointment. This physician's note shall be provided to the employee's supervisor/department.

If any of the above conditions are not met, the employee will be charged sick time.


Louie Chapman, Jr.
Town of Bloomfield


Dave Lucas
Teamsters Local 671

APPENDIX I – ACCESS TO PUBLIC WORKS FACILITY



Memorandum of Agreement

The Town of Bloomfield and the Teamsters Union Local 671 agree to the following:

Senior Services Mini Bus Drivers will have access to the Public Works Facility bathroom and break room during the 15 minutes preceding the start of the work day provided there are no meetings being held.

For the Town

Cindy Caville

8-23-16
Date

For the Union


Jan Percon
Date

8/23/16
Julie Sigfield 8/23/16
Ed Zaff 8-23-16
m a Lums 8/23/16
Wendy J Parsons 8/23/16
17 W 8/23/16

APPENDIX J

ADDENDUM TO AGREEMENT BETWEEN TEAMSTERS LOCAL 671 AND
THE TOWN OF BLOOMFIELD

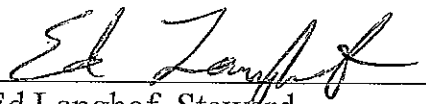
Any typographical errors, additions, deletions from the previous Agreement not agreed to in negotiations shall be considered as errors and not part of this Agreement.



Dave Lucas, Secretary-Treasurer
Teamsters Local 671

9/16/16


Date



Ed Langhof, Steward
Teamsters Local 671

9-21-16

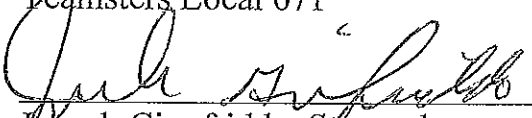
Date



Wendy Parsons, Steward
Teamsters Local 671

9/16/16


Date



Joseph Gionfriddo, Steward
Teamsters Local 671

9/19/16

Date



Philip Schenck, Jr., Town Manager
Town of Bloomfield, CT

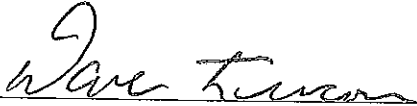
9/13/16

Date

APPENDIX K


ADDENDUM TO AGREEMENT BETWEEN TEAMSTERS LOCAL 671 AND
THE TOWN OF BLOOMFIELD

All addendums and side letters previously negotiated shall be considered part of this Agreement unless specifically deleted during negotiations.




Dave Lucas, Secretary-Treasurer
Teamsters Local 671

Date 9/16/16



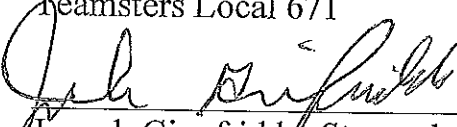
Ed Langhof, Steward
Teamsters Local 671

Date 9-21-16




Wendy Parsons, Steward
Teamsters Local 671

Date 9/16/16



Joseph Gionfriddo, Steward
Teamsters Local 671

Date 9/19/16



Philip Schenck, Jr., Town Manager
Town of Bloomfield, CT

Date 9/13/16

