

AGREEMENT
between the
TOWN OF GUILFORD, CONNECTICUT
and the
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,
AND HELPERS LOCAL NO. 443

AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,
AND HELPERS OF AMERICA

July 1, 2017 through June 30, 2020

TABLE OF CONTENTS

	<u>Page</u>
Preamble.....	1
Recognition.....	2
Union Security.....	2
Management Rights.....	4
Job Stewards	5
Seniority	6
Holiday and Personal Days	8
Vacations	9
Sick Leave	11
Health and Welfare.....	13
Pension	17
Longevity	23
Discharge or Suspension.....	24
Grievance and Arbitration Procedures	25
No Strike/No Lockout	27
Wages and Hours of Work	27
Credit Union	29

Sole and Entire Agreement	29
Drug and Alcohol Testing	30
Miscellaneous Provisions	31
Duration	32
Injury Leave and Workers' Compensation.....	33
Exhibit A	35

PREAMBLE

This Agreement entered into this First day of July, 2017 by and between the Town of Guilford (hereinafter the "Town") and Teamsters Union Local No. 443 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America (hereinafter the "Union"), has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, working conditions, benefits and any other matters that come within the meaning of the terms, working conditions, or conditions of employment and shall be binding upon the parties hereto.

ARTICLE I
RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all employees of the Town of Guilford Public Works Department excluding all supervisors within the meaning of the Municipal Employees Relations Act, temporary, seasonal, confidential, and part-time employees who regularly work less than twenty (20) hours per week.

ARTICLE II
UNION SECURITY

SECTION 1.

The Town agrees that as a condition of continued employment, all regular employees shall be required to become a member of the Union or at the employee's option, pay a service fee to the Union. New employees shall be required to pay to the Union an initial administrative fee in addition to the service fee. Said service fee shall be no greater than the portion of the Union dues and fees uniformly required of Union members to underwrite the cost of collective bargaining, contract administration and grievance adjustment. This provision shall apply to all employees commencing on the 31st day following the date of his or her employment or on or after the 31st day following the execution of this Agreement, whichever is later.

SECTION 2.

Upon request of the Union, the Town will discharge any employees who fail to comply with the provisions of Section 1 of this Article.

SECTION 3.

The Town agrees to deduct Union dues or service fees required to be paid pursuant to this Article, provided however, that no deductions hereunder shall be made without the written authorization of the employee, which authorization shall be on a form mutually agreed to by the Town and the Union.

SECTION 4.

The Union shall notify the Town sufficiently in advance so that regular payroll procedures may be followed of the amount of dues or service fee to be charged pursuant to Section 1 or this Article.

SECTION 5.

The Employer agrees to deduct each week from the wages of employees covered by this Agreement who executes an appropriate voluntary checkoff authorization form to the Democrat, Republican or Independent Voter Education ("Drive") Chapter, the amount specified in the checkoff authorization form signed and dated by the employee. The deduction shall continue for the life of this Agreement and any renewals and/or extension thereof for each employee who signs the checkoff authorization, unless the employee revokes the authorization in writing.

All deductions and transmittals shall be subject to and in strict accordance with all applicable laws.

SECTION 6.

a. The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or proceedings arising out of, or by reason of, any action taken or not taken by

the Town in reliance upon the check off provisions (including the "Drive") of this Agreement or on the correctness of any dues deduction authorization furnished by the Union to the Town. The Town shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity, and the Union shall promptly defend such suits or proceedings without cost to the Town, and in the event the Union fails to defend such suits or proceedings, the Town shall undertake such defense and all costs thereof shall be charged to the Union.

b. The Town shall not make deductions for those periods during which the employee has no earnings or in those periods in which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE III

MANAGEMENT RIGHTS

SECTION 1.

All rights, powers, authority and functions of the Town formerly exercised or exercisable by the Town shall remain vested exclusively in the Town except insofar as specifically surrendered or abridged by the express written provisions of the Agreement. It is recognized that such rights, powers, authority and functions include, but are not limited to: the full and exclusive control, management and operation of the departmental operations; the determination of the scope of the department's activities, method of delivering services, including the right to determine processes, products, equipment and tools to be utilized; the establishment of job classifications and job descriptions; the determination of the number and location of jobs including their creation, discontinuance, realignment, or consolidation, the

determination of subcontract work or present operations; the determination of reasonable standards of production; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary: the determination of work schedules, shift schedules, and number of hours to be worked; the direction of working forces, including but no limited to, the right to hire, assign, layoff, recall, promote, demote or transfer any of its employees, and to discipline for just cause any of its employees; the rights to maintain order and efficiency.

SECTION 2.

The Town of Guilford Personnel Policy Manual originally issued January 1974, restated October 15, 2001, as amended thereafter by the Board of Selectmen, where not inconsistent with this Agreement is incorporated by reference herein and made a part hereof.

In the event that the Town shall propose to change any provision in the Town of Guilford Personnel Policy Manual which will relate to members of the bargaining unit during the term of this Agreement, it shall notify the Union of such proposal and negotiate the impact of such change with the Union.

ARTICLE IV

JOB STEWARDS

The Employer recognizes the right of the Union to designate stewards and alternates from the regular employees. Stewards shall be permitted a reasonable amount of time to investigate, present, and process grievances on or off the property of the Employer, without loss of time or pay. Stewards shall be granted super-seniority for all purposes including layoff.

ARTICLE V

SENIORITY

SECTION 1.

For the purposes of contract benefits, seniority is defined as total length of continuous service from the most recent date of hire as an employee of the Town of Guilford. This excludes credit for part-time employment for any department or agency of the Town, other than the Public Works Department.

SECTION 2.

Seniority shall prevail whenever specifically provided for in this Agreement.

SECTION 3.

All new employees shall be hired on a one hundred eighty (180) calendar day probationary basis and they shall have no other rights or be entitled to any other benefits deriving from this Agreement. Probationary employees may be disciplined or discharged and such action by the Employer shall not be subject to the grievance and arbitration provisions of Article XII hereof. If the new employee has completed his/her one hundred eighty (180) calendar day probationary period to the satisfaction of the Public Works Director, he/she shall be placed on their respective seniority list as regular employees in accordance with their date of hire.

SECTION 4.

Regular employees in the order of their seniority within their classification shall have preference to work available, provided that such employees are available at such time as the work is

assigned and are qualified to perform the work required. Additionally, regular employees in the order of their seniority within their classification shall have the preference:

1. In filling vacancies and job opportunities in the work schedule;
2. To work opportunity in the event of layoff for lack of work;
3. In recall to work after layoff;
4. In selection of vacations from the vacation.

The Employer shall use reasonable efforts to distribute overtime work equitably, and insofar as practicable, among qualified employees in the job or jobs in which overtime work is required. For purposes of layoff, seniority shall mean the amount of continuous service in the employee's classification.

SECTION 5.

Seniority shall be broken only by:

1. Discharge;
2. Resignation;
3. Failure to respond to a notice of recall five (5) consecutive days after the sending of notice by certified letter to the last address provided by the employee to the Employer;
4. Unauthorized leave of absence;
5. Unauthorized failure to report for three (3) consecutive scheduled work days.
6. The passage of twelve (12) months after layoff.

ARTICLE VI

HOLIDAYS AND PERSONAL DAYS

SECTION 1.

The following days are holidays to be observed in accordance with provisions of this

Article:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day

SECTION 2.

Regular employees shall be paid for each of said holidays or the day celebrated as such on the basis of eight (8) hours straight time therefore, provided such employee shall have worked the last full scheduled work day prior to the holiday and the first full work day after the holiday unless excused for proven illness, proof of which, in form and substance acceptable to the Employer may be required. Regular employees required to work on the above designated holidays or the day celebrated as such will be granted compensatory leave in lieu thereof. All days off in lieu of holiday must be taken prior to the expiration of the fiscal year in which the holidays or days celebrated as such, fall.

SECTION 3.

Employees shall receive four (4) paid personal days off per year, to be taken within the fiscal year, and to be scheduled as may be mutually agreed upon with management. There shall be no carryover of personal days to the next fiscal year. In an emergency situation, personal days may

be taken upon request. Other personal leave requests will be allowed if requested forty-eight (48) hours in advance.

SECTION 4.

Attendance Incentive. Any full-time employee who has a record of three (3) months perfect attendance, not interrupted by sick leave or any portion of sick leave, unauthorized absences, absences due to on-the-job injuries covered under Worker's Compensation, or leaves of absence without pay as measured from July 1 to September 30, October 1 to December 31, January 1 to March 31 and April 1 to June 30, shall be entitled to one (1) additional vacation day. Qualified employees have the opportunity to earn up to four (4) additional vacation days each fiscal year. Such days earned must be used in accordance with Article VII Vacation Leave with the exception that such time cannot be paid in lieu of taking days off.

ARTICLE VII

VACATIONS

Employees hired prior to July 1, 1998 shall earn annual Vacation at their current rate of pay based upon length of service in accordance with the following table:

<u>After Completion of:</u>	<u>Vacation Period</u>
5 years service	3 weeks vacation
10 years service	4 weeks vacation
20 years service	5 weeks vacation

Employees hired on or after July 1, 1998 shall earn annual Vacation at their current rate of pay based upon length of service in accordance with the following table:

<u>New Employees</u>	
<u>Date of Employment</u>	<u>Vacation Period</u>
January 1 through June 30	After completion of 6 months service, 2 weeks in the Fiscal Year beginning July 1
July 1 through October 31	After completion of 6 months service, 1 week in the Fiscal Year hired
November 1 through December 31	No vacation until July 1 st of the following year

As of July 1 of each successive year, all employees will be granted their full allotment of two (2) weeks' of vacation for that Fiscal Year, and the following schedule shall apply:

<u>After Completion of:</u>	<u>Vacation Period</u>
5 years service	3 weeks vacation
20 years service	4 weeks vacation

All vacation days shall be taken at times satisfactory to the Department Head. Employees by seniority shall indicate their preference of vacation time, in writing, at least thirty (30) days in advance of requested dates. All vacation requests for the month of June must be submitted to the Department Head no later than March 31st of each fiscal year; any requests for June vacation time made after March 31st will not be honored. Up to five (5) days of earned vacation may be carried over until July 31st.

If a holiday occurs during the vacation period, an extra day of vacation will be granted.

ARTICLE VIII

SICK LEAVE

SECTION 1.

Sick Leave Schedule. All employees shall be granted time off with pay for sick leave according to the following schedule:

a. New Employees (Hired on or after July 1, 2012):

1. Date of Hire from January 1-June 30

After completion of six (6) months' service, ten (10) days sick leave.

2. Date of Hire from July 1- October 31

After completion of six (6) months' service, five (5) days sick leave.

3. Date of Hire from November 1-December 31

No sick leave until July 1st of the following year, at which time they will be granted ten (10) days sick leave.

b. Current Employees:

On July 1st of each successive year after completion of the schedule outlined in Section 8.1.a., all employees will be granted one additional day of sick leave up to a maximum of ten (10) additional days, with a maximum total of twenty (20) days per year.

(Example- An employee who begins work on September 1, 2012 would receive five (5) days sick leave March 1, 2013 and then ten (10) additional days sick leave on July 1, 2013. The same employee would receive eleven (11) days sick leave on July 1, 2014.)

Notwithstanding the above language in this Section, any employee who had earned in

excess of twenty (20) days of sick leave as of July 1, 2012 will be capped at that number of annual sick days in each successive year.

(Example- An employee who earned thirty (30) sick days on July 1, 2012 will also receive the same number of thirty (30) sick days on July 1, 2013, and successive years without any increase or decrease in earned sick days.)

SECTION 2.

Sick leave may only be used for illness or injury of the employee. Employees may use sick leave for doctor's appointments not taken in accordance with current contract language or the recognized employee procedures manual. Employees must call in sick fifteen (15) minutes prior to work shift.

SECTION 3.

An employee may accumulate sick leave to a maximum of one hundred forty (140) days.

SECTION 4.

An employee absent from work for four (4) or more consecutive working days due to illness or injury shall provide the Town with medical documentation acceptable to the Town certifying the nature of the employee's condition and the employee's suitability to return to full duty before the employee shall be permitted to return to work. The Town at its own expense may send an employee to another doctor for a second opinion before accepting an employee back to work.

SECTION 5.

At death or retirement, a regular employee or his estate shall receive payment for the employee's unused sick leave up to a total of seventy (70) days. Employees hired after July 1, 1992, shall not receive payment for unused accumulated sick leave upon death or retirement.

ARTICLE IX

HEALTH AND WELFARE

SECTION 1.

The Employer and Local Union certify that the following provision is a part of their collective bargaining agreement regarding health and welfare benefits and contributions for all employees performing work within the scope of and/or covered by the collective bargaining agreement between the Employer and the Local Union, and in the event of any conflict between these provisions and other provisions of such collective bargaining agreement, the terms and conditions set forth below shall prevail with respect to health and welfare contributions and coverage.

This Health & Welfare Article shall supersede and prevail over any other inconsistent provisions or articles continued within this agreement.

a. Commencing with the 1st day of July, 2017, and for the duration of the current collective bargaining agreement between Local 443 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the I.B.T. Local 443 Health Services and Insurance Fund, hereinafter as referred to as the "Fund", for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such

employee is a regular, probationary, temporary or casual employee irrespective of his status as a member or non-member of the Local Union from the first hour of employment subject to this collective bargaining agreement, as follows:

Effective and retroactive to the 1st day of July, 2017, the Employer shall contribute to the Fund the sum of nine dollars and ninety-five cents (\$9.95) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of forty (40) hours but not more than three hundred ninety-eight dollars and no cents (\$398.00) per week for any one employee from the first hour of employment;

Commencing with the 1st day of July, 2018, the said hourly contribution rate shall be ten dollars and twenty cents (\$10.20) but not more than four hundred eight dollars and no cents (\$408.00) per week for any one employee; and

Commencing with the 1st day of July, 2019, the said hourly contribution rate shall remain at ten dollars and twenty cents (\$10.20) but not more than four hundred eight dollars and no cents (\$408.00) per week for any one employee.

For the purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

The Employee agrees to and has executed a copy of the I.B.T. Local 443 Health Service and Insurance Fund Agreement and Declaration of Trust, dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Health and Welfare Plan and modifications thereof adapted by the Trustees of the I.B.T. Local 443 Health Services and Insurance Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such a manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy or contribution to the Fund and adherence to the requirements of this section of the

collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Fund.

For the purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confident employees of the Employer) who the Trustees or their designated representatives believe may be subject to the Employer's contribution obligation.

If the Employer shall fail to make contributions to the Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been underreported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local union shall have the right after an appropriate 72 hour notice to the Employer to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorney's fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion.

It is understood and agreed that once payment or payments are referred to an attorney for collection by the Trustees of the Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

No oral or written modification of this section regarding health and welfare benefits shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the Fund. Nothing herein, however, shall prohibit the Trustees of the Fund from amending, modifying or terminating any plan of benefits during the term of this Agreement.

ARTICLE X

PENSION

SECTION 1.

This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

SECTION 2.

The Employer and the Union agree that, pursuant to a Withdrawal Agreement entered into between the Employer, the Union, and the New England Teamsters and Trucking Industry

Pension Fund (the "Pension Fund") dated as of June 30, 2012, the Employer withdrew from the Pension Fund as of midnight on June 30, 2012.

SECTION 3.

The Employer and the Union agree that, pursuant to the Reentry Agreement dated July 1, 2012, entered into between the Employer, the Union, and the Pension Fund, the Employer reentered the Pension Fund as a New Employer pursuant to the terms and conditions of that Reentry Agreement, and except as provided in that Reentry Agreement, for the duration of the current Collective Bargaining Agreement between the Union and the Employer, and any renewals or extensions thereof, the Employer shall make payments to the Pension Fund for each and every regular employee of the Employer performing work within the scope of and/or covered by this Collective Bargaining Agreement, irrespective of his or her status as a member or non-member of the Local Union, from the first hour of employment, as follows:

(a) For each hour or portion thereof, figured to the nearest quarter (1/4) hour for which an employee receives pay or for which pay is due, the Employer shall make an hourly contribution in the following amounts:

(i) effective July 1, 2017, the contribution shall continue to be based upon an hourly rate of \$4.60 but not more than \$184.00 per week for any one employee;

(ii) effective July 1, 2018, the contribution shall continue to be based upon an hourly rate of \$4.60 but not more than \$184.00 per week for any one employee; and

(iii) effective July 1, 2019, the contribution shall continue to be based upon an hourly rate of \$4.60 but not more than \$184.00 per week for any one employee;

(b) For the purpose of this Section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay under the Collective Bargaining Agreement is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall not be any daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

(c) If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the Employee returns to work. However, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

SECTION 4.

Subject to the Reentry Agreement, the Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust, dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees, now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust, provided such actions are not inconsistent with the Reentry Agreement.

SECTION 5.

The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purpose.

SECTION 6.

It is also agreed that all contributions shall be made at such time in such manner as the Trustees shall reasonably require; and further that the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope of and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Article of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

SECTION 7.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid or if the Employer, having been notified that its contributions to the Fund have been under reported

and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate seventy-two (72) hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the Employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this agreement.

SECTION 8.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

SECTION 9.

The Employer and the Union expressly agree to all of the provisions of the aforesaid Reentry Agreement and incorporate the same into this Article X by reference thereto. No oral or written modification of this Article X regarding pension and retirement shall be made by the local Union

or the Employer and, if made, such modification shall not be binding upon the Employees performing work within the scope of this Collective Bargaining Agreement and covered by this Article X or upon the Trustees of the Pension Fund.

SECTION 10.

The Union agrees that any withdrawal permitted under Section 9 of the aforesaid Reentry Agreement shall be considered a permissible employer action under this Agreement or any successor collective bargaining agreement pursuant to the Union's waiver of any right it may have (or have had) to bargain over such withdrawal, and that it shall not pursue any grievance or binding arbitration or claim before any tribunal, or file or support any charges under the State of Connecticut Municipal Employee Relations Act or any other law concerning such withdrawal.

Written notice of any such withdrawal by the Employer shall be given to the local Union.

Nothing in this Paragraph shall preclude the Union from exercising its rights on behalf of the employees following such withdrawal to bargain over the impact of such withdrawal and future pension coverage, if any.

ARTICLE XI

LONGEVITY

SECTION 1.

Commencing calendar year 1987, each full time employee hired prior to July 1, 1998 with more than ten (10) years of full-time service shall receive longevity payment, payable on the employee's anniversary date as follows:

10-15 Years Continuous Service	\$220.00
16-20 Years Continuous Service	\$300.00
21 + Years Continuous Service	\$440.00

Employees hired after July 1, 1998 shall not receive longevity payment.

SECTION 2.

- a. Effective for the Fiscal Year 2017 – 2018, the longevity payments set forth in Section 1 above shall be paid in full.
- b. For the Fiscal Year 2018 – 2019, the longevity payments set forth in Section 1 shall be reduced by fifty percent (50%).
- c. For the Fiscal Year 2019 – 2020 and thereafter, there shall no longer be any longevity payments.

ARTICLE XII

DISCHARGE OR SUSPENSION

SECTION 1.

The Employer shall not discharge or suspend any regular employee without just cause. In all cases involving the discharge or suspension of a regular employee, the Employer shall immediately notify the employee in writing which shall include the reason(s) for the discharge or suspension. A copy of said notice shall be given to the Steward or alternate and a copy shall be mailed to the Union with one (1) working day of the discharge or suspension.

SECTION 2.

Any regular employee who has been discharged shall be paid in full for all wages owed by the Employer including accrued vacation pay.

SECTION 3.

A discharged or suspended employee must advise the Union in writing within two (2) working days after being suspended or discharged of his/her desire to appeal the discharge or suspension. Notice of appeal of the discharge or suspension must be delivered to the Employer in writing within five (5) days from the date of said discharge or suspension or shall not be subject to the grievance and arbitration procedures.

ARTICLE XIII

GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1.

Any grievance, for purposes of this Article, is defined as any dispute between the parties concerning the application, meaning or interpretation of any of the specific provisions of this Agreement.

SECTION 2. PROCEDURE

STEP 1:

Within five (5) days from the date the employee or the Union knows or in the exercise of reasonable diligence should have known of the event giving rise to the grievance, the employee and/or the Union Steward shall present the grievance in writing to the Public Works Director or his designee, on a form agreed to by the parties. The parties shall attempt to resolve the matter at this level. In any event, the Public Works Director or his designee shall respond to the grievance in writing within seven (7) working days.

STEP 2.

If the grievance is not resolved at Step 1, a meeting with the Board of Selectman and/or the Director of Human Resources must be requested in writing within five (5) working days from receipt of the Step 1 response. Thereafter, the Board of Selectman and/or the Director of Human Resources shall schedule a mutually convenient meeting to review the grievance with the parties and shall reply to the grievance in writing within five (5) working days after the date of the meeting.

STEP 3.

In the event the employee and/or the Union wish further review of the matter, the Union may submit the grievance to final and binding arbitration to the Connecticut State Board of Mediation and Arbitration in accordance with said service's rule then in effect. All requests for arbitration of the grievance shall be made in writing to the Connecticut State Board of Mediation and Arbitration with a copy to the Town, which request shall be made within five (5) days after notice of the decision rendered in Step 2.

SECTION 3.

The Arbitrator shall conduct the hearing in accordance with the rules of the Connecticut State Board of Mediation and Arbitration then in effect at which the facts and arguments relating to the grievance shall be heard. The arbitrator's jurisdiction to make an award shall be limited by the submission and confined to the interpretation and application of the provisions of this Agreement. The arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging, or ignoring the provisions of this Agreement in effect at the time of the occurrence.

The decision of the arbitrator shall be final and binding upon both parties, provided it is in accordance with law and this Agreement.

In the event that the grievance is sustained, the grievant shall be entitled to all benefits under the Agreement which would have accrued had there been no grievance except that any award of back pay shall not include any period more than thirty (30) days prior to the original filing of the grievance.

SECTION 4.

Arbitration filing fees and expenses shall be paid as required by Connecticut State Board of Mediation and Arbitration. Each party shall be responsible for the cost of presenting its respective case. The arbitrator's fee shall be borne equally by the parties.

SECTION 5.

In the event a reply to a grievance is not forthcoming in the time allotted as set forth above, the matter may be pursued to the next level. Any grievance not presented or processed within the above time limits shall not be presented or processed at a later date.

ARTICLE XIV

NO STRIKE/NO LOCKOUT

SECTION 1.

It is agreed by and between the parties hereto that there will be no concerted failure to report to work or refusal to render services, cessation or interruption of work, slow down, strike or lockout during the term of this Agreement or any extension hereto by agreement or operation of law.

ARTICLE XV

WAGES AND HOURS OF WORK

SECTION 1.

Regular employees shall be paid in accordance with the Town of Guilford/Public Works Department schedules set forth in Exhibit A, attached hereto and made part hereof. Probationary is the Hiring Rate (Day 1 to Day 180), Step 1 on day 181, Step 2 July 1 of

respective fiscal year, Step 3 July 1 of respective fiscal year, and Step 4 July 1 of respective fiscal year. To be paid any retroactivity, an employee must remain in the employ of the Town on the date of ratification of the contract.

SECTION 2.

The normal work week shall be forty (40) hours for all employees including the Public Works Office Clerk, consisting of eight (8) hours per day, five (5) days a week.

SECTION 3.

Time and one-half shall be paid for all hours worked in excess of forty (40) hours in one (1) week or eight (8) hours per day, forty (40) hours per week. Additionally, overtime shall be paid in the event employees are called in for emergency work outside the normal working hours without regard to the number of hours worked.

Employee(s) called back shall be guaranteed a two (2) hour minimum at time and one-half.

Employees called back will have one (1) hour to report to duty.

SECTION 4.

Holiday pay shall be counted as hours of work for the purpose of computing overtime.

SECTION 5.

Employees shall be allowed breaks of fifteen (15) minutes in the a.m. and fifteen minutes in the p.m. daily, provided that such breaks are taken at the worksite.

SECTION 6.

Lunch under normal conditions will be from twelve (12) noon to twelve thirty (12:30) pm with exceptions (such as working with hot asphalt, pouring concrete, etc.) as determined by the

department head or his designee. In such exceptional circumstances lunch would then be before or after normal schedule.

Employees are responsible for their own lunch and should take it to the job site daily.

ARTICLE XVI

CREDIT UNION

The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall be given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each week. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE XVII

SOLE AND ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Town and the Union arrived at as a result of collective bargaining negotiations, and supersedes all prior agreements and undertakings, oral, or written, expressed or implied, or other practices, and expresses all obligations of each of the parties during its term.

ARTICLE XVIII
DRUG AND ALCOHOL TESTING

SECTION 1.

The Town may conduct blood or urine tests for the purpose of determining whether an employee has used illegal drugs while in the employ of the Town or is under the influence of drugs or alcohol while on duty provided (a) no such tests shall be performed unless one or more supervisors have reasonable cause to believe the employee's performance is impaired or that said performance causes a threat to the health or safety of the employee or employees and testing shall be conducted and evaluated under reasonable administrative and clinical procedures with the conditions of Public Act No. 87-551, Section 2(2)(1) and (3) being incorporated herein by reference concerning a positive drug test. Results of the test shall only be given to the employee and the Director of Human Resources and shall be subject to the privacy protection provided in Sections 31-128 (a) 31-128 (h) inclusive of the General Statutes. If the employee tests positive, and the employee has completed his/her probationary period with the Town at the time of the positive testing, the employee shall be given a one-time chance at rehabilitation in an Employee Assistance Program (EAP) to be designated by the Town. However, no EAP shall be afforded to an employee involved in a felony conviction regarding the sale or distribution of narcotics. The time off associated with EAP shall be deducted from the employee's sick leave. Upon exhaustion of sick leave, other accumulated time shall be utilized.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

SECTION 1.

Employees shall attempt to schedule doctor's appointments during non-work hours. If an employee must schedule a doctor's appointment during work hours, he/she shall attempt to schedule appointments early in the morning or late in the afternoon. If an employee schedules an appointment during the first portion of the shift and he/she arrives back to work before two (2) hours of his/her shift has lapsed, he/she shall not have such time credited against his/her earned time. If he/she schedules an appointment during the last hour of his/her shift, he/she shall not have such time scheduled deducted from his/her earned time. However, all doctor's appointments schedule during work not scheduled in accordance with the above stated requirements shall require the use of sick, personal or vacation leave, in not less than half-day increments.

SECTION 2.

The Town agrees to provide eleven (11) pairs of pants, eleven (11) shirts and two (2) jackets to each employee. The Town agrees to one (1) pair of weather coveralls with the dollar amount allotted not to exceed \$100.00.

The Union Steward will serve as intermediary and troubleshooter in the collection and distribution of uniforms. Safety shoes or a specific dollar allowance up to \$195.00 per fiscal year shall be provided at the discretion of the Department Head.

Employees shall be required to wear the uniform provided by the Town during all work hours

unless granted permission by the public works director or his designee to do otherwise. In addition, if in the opinion of the public works director or his designee the employee is not wearing a clean and neat uniform, or is not wearing safety shoes, he shall have the right to send an employee home to change. Such time needed to go home and change shall not be paid time.

SECTION 3.

The Town may, at its option, require an employee to undergo a physical. If the Town requires a physical, the initial one hundred dollar (\$100.00) cost will be processed through IBT Local 443 Health Services and Insurance Fund set forth in Article IX with the amount above that cost being paid by the Town.

SECTION 4.

Employees covered by this Collective Bargaining Agreement will be given priority when being called in for snowplowing.

ARTICLE XX

DURATION

SECTION 1.

The Agreement shall be in force and effect except as otherwise specifically provided herein for the period July 1, 2017 through June 30, 2020. No provisions hereof shall be applied retroactively except as provided by the language and supporting documents of Article IX regarding Health and Welfare and Article X regarding Pension, and the July 20, 2017 Agreement of Negotiators.

SECTION 2.

This Agreement shall also remain in effect as required by Section 7-475 of the Connecticut General Statutes until a successor agreement has been negotiated and signed.

ARTICLE XXI

INJURY LEAVE AND WORKERS' COMPENSATION

SECTION 1.

Injury Leave. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties within the meaning of the Connecticut Workers' Compensation laws. Employees of the Town of Guilford are covered by Workers' Compensation insurance and are paid stated amounts due to injuries sustained on the job. Injuries must be reported immediately to the supervisor or department head and proper forms completed to qualify for insurance coverage which is regulated by the State.

SECTION 2.

Workers' Compensation. Employees who are unable to work because of compensable injuries and who are found eligible to receive Workers' Compensation benefits and are receiving the same, shall have their employment continued on injury leave for a period of twelve (12) months (except in cases of assault which shall be unlimited) from the date of the first absence or until they are able to return to work, whichever is the shorter period. During such injury leave, employees shall receive the difference between the monies received from Worker's Compensation and their weekly base pay for

up to six (6) months and only the monies received from Workers' Compensation for up to six (6) additional months without reduction in sick leave. If the employee is unable to return to work at the end of the twelve (12) month period, he/she shall be separated from service of the Town and shall be eligible to receive thereafter whatever Workers' Compensation benefits and/or Pension benefits to which the employee may be entitled, if any.

EXHIBIT A

WAGE SCHEDULE

1. The Town agrees that all classifications and steps as shown on the attached Wage Schedule Effective July 1, 2017 shall continue in force for the duration of this agreement and that the Wage Schedule reflects percentage hourly wage and step increases for all such classifications, as follows:

July 1, 2017, 2.35% - Plus step movement

July 1, 2018, 2.50% - Plus step movement

July 1, 2019, 2.65% - Plus step movement

EXHIBIT A

WAGE SCHEDULE

		2.35%	2.50%	2.65%
GRADE I-FOREMAN MECHANIC II	7/1/2016	7/1/2017	7/1/2018	7/1/2019
PROBATIONARY	\$ 25.17	\$ 25.76	\$ 26.40	\$ 27.10
STEP 1	\$ 26.75	\$ 27.38	\$ 28.06	\$ 28.80
STEP 2	\$ 27.58	\$ 28.23	\$ 28.94	\$ 29.71
STEP 3	\$ 28.47	\$ 29.14	\$ 29.87	\$ 30.66
STEP 4	\$ 30.27	\$ 30.98	\$ 31.75	\$ 32.59
GRADE 2-MECHANIC II	7/1/2016	7/1/2017	7/1/2018	7/1/2019
PROBATIONARY	\$ 24.17	\$ 24.74	\$ 25.36	\$ 26.03
STEP 1	\$ 25.75	\$ 26.36	\$ 27.02	\$ 27.74
STEP 2	\$ 26.58	\$ 27.20	\$ 27.88	\$ 28.62
STEP 3	\$ 27.47	\$ 28.12	\$ 28.82	\$ 29.58
STEP 4	\$ 29.27	\$ 29.96	\$ 30.71	\$ 31.52
GRADE 3-ADMINISTRATIVE ASST. & FOREMAN	7/1/2016	7/1/2017	7/1/2018	7/1/2019
PROBATIONARY	\$ 22.80	\$ 23.34	\$ 23.92	\$ 24.55
STEP 1	\$ 24.23	\$ 24.80	\$ 25.42	\$ 26.09
STEP 2	\$ 24.98	\$ 25.57	\$ 26.21	\$ 26.90
STEP 3	\$ 25.79	\$ 26.40	\$ 27.06	\$ 27.78
STEP 4	\$ 27.59	\$ 28.24	\$ 28.95	\$ 29.72
GRADE 4-MECHANIC/WELDER & MECHANIC I	7/1/2016	7/1/2017	7/1/2018	7/1/2019
PROBATIONARY	\$ 21.56	\$ 22.07	\$ 22.62	\$ 23.22
STEP 1	\$ 22.83	\$ 23.37	\$ 23.95	\$ 24.58
STEP 2	\$ 23.55	\$ 24.10	\$ 24.70	\$ 25.35
STEP 3	\$ 24.26	\$ 24.83	\$ 25.45	\$ 26.12
STEP 4	\$ 26.06	\$ 26.67	\$ 27.34	\$ 28.06
GRADE 5-MAINTAINER III	7/1/2016	7/1/2017	7/1/2018	7/1/2019
PROBATIONARY	\$ 20.40	\$ 20.88	\$ 21.40	\$ 21.97
STEP 1	\$ 21.57	\$ 22.08	\$ 22.63	\$ 23.23
STEP 2	\$ 22.21	\$ 22.73	\$ 23.30	\$ 23.92
STEP 3	\$ 22.86	\$ 23.40	\$ 23.99	\$ 24.63
STEP 4	\$ 25.01	\$ 25.60	\$ 26.24	\$ 26.94
GRADE 6-MAINTAINER II	7/1/2016	7/1/2017	7/1/2018	7/1/2019
PROBATIONARY	\$ 18.42	\$ 18.85	\$ 19.32	\$ 19.83
STEP 1	\$ 19.38	\$ 19.84	\$ 20.34	\$ 20.88
STEP 2	\$ 19.91	\$ 20.38	\$ 20.89	\$ 21.44
STEP 3	\$ 20.44	\$ 20.92	\$ 21.44	\$ 22.01
STEP 4	\$ 22.24	\$ 22.76	\$ 23.33	\$ 23.95
GRADE 7- OFFICE CLERK & MAINTAINER I	7/1/2016	7/1/2017	7/1/2018	7/1/2019
PROBATIONARY	\$ 16.80	\$ 17.19	\$ 17.62	\$ 18.09
STEP 1	\$ 17.66	\$ 18.08	\$ 18.53	\$ 19.02
STEP 2	\$ 18.15	\$ 18.58	\$ 19.04	\$ 19.54
STEP 3	\$ 18.68	\$ 19.12	\$ 19.60	\$ 20.12
STEP 4	\$ 20.48	\$ 20.96	\$ 21.48	\$ 22.05


Dated at Guilford, Connecticut, this 1st day of August, 2017.

Town of Guilford:


By 

Joseph S. Mazza
First Selectman

Teamsters Union Local No. 433:

By 

Salvatore J. Abate
Secretary-Treasurer

By: 

Thomas E. Bayusik
President / Business Representative