

AGREEMENT

between

TOWN OF KENT

and

TEAMSTERS UNION LOCAL 677

Affiliated with the International Brotherhood of Teamsters

July 1, 2018 through June 30, 2021

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INTRODUCTION

This Agreement is by and between the Town of Kent, Connecticut, (hereinafter referred to as the "Town") and Teamsters Local 677 (hereinafter referred to as the "Union").

ARTICLE 1 **RECOGNITION**

Section 1.01. The Town hereby recognizes the Union as the sole and exclusive representative of all full-time employees of the Highway Department, excluding the Highway Foreman, seasonal employees, part-time employees, temporary employees, clerical employees and any other employees excluded by the Municipal Employee Relations Act ("MERA"), for the purpose of bargaining with respect to wages, hours of work and other conditions of employment.

ARTICLE 2 **DEFINITIONS**

Section 2.01. For the purpose of this Agreement, the following definitions shall apply:

"Town": The Town of Kent

"Employee": Persons employed full-time in positions covered by this Agreement.

"Seasonal Employee": Persons employed for no more than one hundred twenty (120) calendar days in any fiscal year.

"Seniority": The length of an employee's continuous unbroken service with the Town.

"Supervisor": The Foreman of the Highway Department.

"Temporary Employee": Persons employed to fill in for regular part-time and regular full-time employees.

"Union": Teamsters Local No. 677

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 3.01. Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the Town has retained all rights, powers, and authority, whether exercised or not, it had prior to the signing of this Agreement. The Union recognizes that the Town's rights, powers and authority include but are not limited to the right and prerogative: to manage and direct the operation of the Town and the workforce, to assign and sub-contract work; to hire, transfer, layoff, promote, demote, discipline or discharge employees; to establish rules of conduct, to establish and maintain the quality and efficiency of Town operations; to determine the standards of service to be offered; to determine the standards and methods of selection for employment and the content of job descriptions, to determine the number and location of facilities or to suspend any part of the Town operation as necessary; to purchase products and services; to introduce new operational methods and equipment and to change existing operational methods and equipment; to take all necessary actions to carry out its mission in emergencies; and to make all plans and decisions on all matters involving Town operations.

Section 3.02. The Union recognizes that the Highway Foreman regularly performs bargaining unit work. The current practice regarding bargaining unit overtime worked by the Foreman shall continue.

ARTICLE 4 **UNION SECURITY**

Section 4.01 – Agency Shop. As a condition of employment, each employee shall be a member of the Union in good standing. Union members shall pay to the Union initiation fees and monthly Union dues in the amount uniformly required of its members as certified by the Union. The obligation to pay Union dues or agency fees under this provision commences on the 31st day following the employee's date of hire. The obligation to pay Union initiation fees commences upon completion of the probationary period.

Section 4.02 – Administrative Dues. Employees shall remit to the Union the amount of five cents (\$.05) per hour for each hour worked, or paid, not to exceed two dollars (\$2.00) per week. This obligation commences on the 31st day following the employee's date of hire.

Section 4.03 – Payroll Deductions. The Town shall deduct initiation fees and regular monthly union dues or regular monthly agency fees, whichever are applicable, and administrative dues from the wages of all bargaining unit employees covered by this Agreement for whom a written authorization form, voluntarily signed by the employee, is

received. The Town shall remit all such deductions to the Union on a monthly basis. Dues deductions shall be made four times each month, except when the employee is not on the payroll for the pay period.

Section 4.04 – Save Harmless. The Union agrees to defend and save the Town harmless from any claims, actions, damages or other loss which may arise from the Town's enforcement of and compliance with Article 4.

ARTICLE 5 **NO STRIKE/NO LOCKOUT**

Section 5.01. During the life of this Agreement, there shall be no strike slowdown, suspension or stoppage of work in any part of the Town's operation by any bargaining unit employee, nor shall there be any lockout by the Town in any part of the Town's operation. Violation of the above shall be grounds for disciplinary action.

Section 5.02. No employee shall be required to cross a picket line which will put the employee or Town equipment in physical danger.

ARTICLE 6 **EMPLOYMENT STATUS**

Section 6.01 – Probationary Period. Newly hired employees shall serve a probationary period of ninety (90) calendar days after which they shall be classified as regular employees. The probationary period may be extended for an additional sixty (60) calendar days if agreed to by the employee, the Town, and the Union, in writing, before the first ninety (90) calendar day period expires. During such probationary period, the employee shall be entitled to representation by the Union, but actions taken with respect to discipline and discharge shall not be subject to the grievance and arbitration procedure. Upon completion of the probationary period, the employee's seniority shall date back to the date of hire.

Section 6.02 – Seniority List. The Town shall prepare and maintain a seniority list showing the seniority order and date of hire for all employees. The Town will furnish the Union with a copy of the list upon request.

Section 6.03 – Layoff and Recall. Employees shall be laid off in reverse order of seniority within job title. A laid off employee is subject to recall to the job title from which the employee was laid off or to any equal or lower bargaining unit position for which the employee is qualified. A laid off employee shall have recall rights for a period of twenty-four (24) months from the date of layoff or for the length of the employee's

seniority, whichever is less, and shall retain seniority during the recall period. No new employees shall be hired until all laid off employees have had an opportunity to fill any position to which they have recall rights, provided the laid off employee has maintained his qualifications for the vacant position. Notice of recall shall be given by the Town and sent by certified mail to the employee at his last address of record, return receipt requested. The employee must respond to the notice of recall within fourteen (14) calendar days of the date of the recall notice. Any employee who fails to respond to the notice of recall or who refuses recall shall be removed from the recall list.

Section 6.04 – Discipline and Discharge. A regular non-probationary employee shall not be disciplined and/or discharged except for just cause. Verbal and written warnings may not be processed beyond Step 1 of the grievance procedure. All notices with respect to disciplinary action, except verbal warnings, must be in writing to the employee, with a copy to the Business Agent of the Union. Written warnings of the same type shall not be used for further progressive discipline after twenty-four (24) months have lapsed without the employee receiving additional discipline for the same infraction. Discipline applicable to violations of the Town's Alcohol and drug Abuse and Testing policy shall be governed by that Policy.

Section 6.05. Seniority shall be broken by:

- (1) Discharge
- (2) Resignation
- (3) Layoff for a consecutive period exceeding the period of recall rights.
- (4) Failure to return to work after an authorized leave of absence or recall from layoff.

Section 6.06. The Union Steward shall have superseniority in the event of a layoff.

ARTICLE 7 **HOURS OF WORK AND OVERTIME**

Section 7.01 – Hours of Work. Regular hours of employment of all bargaining unit employees shall be forty (40) working hours per week, Monday through Friday, eight (8) working hours per day. There shall be an unpaid thirty (30) minute lunch period each day and two fifteen (15) minute breaks, one in the morning approximately two (2) hours after the start of the shift and one in the afternoon, approximately two (2) hours before the end of the shift. Hours of work shall be 7:00 AM to 3:30 PM. Hours of work from the day after Memorial Day through Labor Day shall be 6:30 AM to 3:00 PM.

Section 7.02 – Overtime. An employee who works more than forty (40) hours in any work week, or more than eight (8) hours in any work day, shall be paid at the rate of

one and one-half (1 ½) times his regular hourly rate for all hours in excess of eight (8) hours per day and forty (40) hours per week. Employees required to work on Saturdays and Sundays shall receive one and one-half (1 ½) times their regular hourly rate for all hours worked.

Section 7.03 – Distribution of Overtime. All overtime work shall be distributed equally among eligible employees as far as practicable within classification.

Section 7.04 – Call Back. An employee who is called back to work hours not contiguous with the start or end of the regularly scheduled work day shall be paid a minimum of three (3) hours at the rate specified in his Agreement. Call back pay is calculated from one half hour before the time the employee actually reports for work. Employees who are called early to work in the morning that is contiguous with the next shift shall also have their pay calculated from one-half (1/2) hour before the time the employee actually reports to work.

Section 7.05 – Snow Emergencies. The present practice of paid employee meal breaks at the Town garage during snow emergencies when gaps between snow-powing assignments are anticipated to be four (4) hours or less shall be continued.

ARTICLE 8 **HOLIDAYS**

Section 8.01. Employees shall be paid for and have the following days off as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
½ afternoon on New Year's Eve	½ afternoon on Christmas Eve

If Town Hall closes for any holiday, except Election Day, Public Works will also have the day off.

Holidays falling on Saturday or Sunday shall be observed on the preceding Friday or succeeding Monday respectively, except when Christmas Eve falls on a Saturday or Sunday, no holiday shall be observed. Employees shall be entitled to holiday pay for such holidays at their regular hourly rates of pay for eight (8) hours.

Section 8.02. Employees required to work on holidays designated in Section 8.01 shall be paid two (2) times their regular hourly rate for hours actually worked on the holiday in addition to being paid holiday pay.

ARTICLE 9 **VACATION**

Section 9.01 – Vacation Schedule. Employees shall be eligible for paid vacations in accordance with the following schedule:

<u>Service</u>	<u>Days of Vacation</u>
After one (1) year of employment	5
After two (2) years of employment	10
After five (5) years of employment	15
After ten (10) years of employment	20
After fifteen (15) years of employment - add 1 additional vacation day per additional year of employment until reaching a maximum of twenty-five (25) vacation days at twenty (20) years of employment.	

Employees shall receive vacation pay for each day of authorized vacation paid at their regular hourly rates of pay for eight (8) hours.

Section 9.02 – Vacation Year. The vacation year shall be July 1st through June 30th. Each employee shall be credited with vacation on July 1st based upon the employee's years of employment service as of the previous June 30th. If, within the vacation year, an employee reaches an anniversary date of hire entitling the employee to additional vacation, said additional vacation shall be credited as of the anniversary date on a prorated basis through the end of the vacation year. Up to five vacation days may be carried over for use in the next vacation year but must be used prior to October 31 of the next vacation year.

Section 9.03 – Vacation Selection.

A. Employees shall be granted their vacation by seniority preference throughout the year subject to the demands of service as determined by the First Selectman and/or the Supervisor. All vacation must be taken between April 1st and November 30th. Between December 1st and April 1st, vacations may be allowed by exception at the sole discretion of the First Selectman. Additional employees may be on vacation, special leave or personal leave with permission of the First Selectman and/or the Supervisor.

B. In July annually, each eligible employee may, by seniority, select two (2) weeks of their vacation until the seniority list is exhausted. Any weeks left will be selected again by seniority. Any remaining vacation that has not been scheduled must be

requested, in writing, at least one week in advance and is subject to the approval of the First Selectman and/or the Supervisor.

Section 9.04 – Payment In Lieu Of Vacation. Payment in lieu of vacation shall not be permitted except that, upon termination of employment, the employee shall be paid for all unused vacation which is due. In the event of an employee's death, the employee's estate or named beneficiary shall receive any payment for unused vacation which is due.

ARTICLE 10 **OTHER PAID LEAVE**

Section 10.01 – Bereavement Leave.

A. Employees shall be entitled to up to five (5) days off with pay, during a normal work week, at their straight time rate for eight (8) hours per day, if a death occurs to a spouse, child, parent, parent-in-law or current stepparent of an employee.

B. Employees shall be entitled to up to three (3) days off with pay in the case of the death of brother, sister, brother or sister-in-law, grandparent, grandchild or any relation who is domiciled in the employee's household.

In order to be eligible for bereavement leave, employees must report for work the next scheduled work day after the maximum days allowed.

Section 10.02 – Jury Duty Leave. Employees called to jury duty shall provide copies of notices to attend and evidence of attendance. Employees so called shall be paid the difference between their hourly rate of pay and the fees received for jury duty (not including reimbursed expenses).

Section 10.03 – Sick Leave Plan. Following completion of six (6) consecutive calendar months of service to the Town as full-time employees, employees are eligible for the following:

- (a) **JOB RELATED ABSENCES** – Eligible employees, absent as a result of job-related injuries which are reported on a timely basis, shall, for the first thirty (30) calendar days of authorized absence because of such injury, be paid the difference between their base hourly compensation and their workers' compensation benefits, provided they are eligible to receive such benefits.
- (b) **NON JOB-RELATED ABSENCES** – Eligible employees shall have their sick leave accounts credited with one (1) day of sick leave for each calendar month of full-time Town service completed, up to a maximum accrual in their sick leave accounts of ninety (90) days. As sick days are utilized due to non-job related

illness or disability so as to reduce accrued sick leave to less than ninety (90) days, sick leave shall thereafter accrue at the rate of one (1) day of sick leave for each calendar month of full-time Town service up to a maximum of ninety (90) days. Eligible employees absent due to a disabling illness or injury for one or more full working day (if more than four consecutive working days, they must be under the care of a licensed medical doctor) shall have such absence charged against their sick leave accounts, provided that:

- (1) In the event of an absence due to illness or injury, employees will receive a full days pay and his sick leave account will be charged a full sick day until all accrued sick days are used up.
 - (2) If the absences extend beyond the amount of sick leave accrued in the accounts, pay for sick leave will cease when all accruals in the sick leave accounts have been used.
 - (3) If the absences are for more than four (4) consecutive working days, certificates of licensed medical doctors shall be submitted periodically to the Town concerning the extent and likely duration of the disability.
- (c) Benefits under the Sick Leave Plan are intended to protect eligible employees in the event of absences due to illness and/or injuries. They are not intended for any other purposes.
- (d) Termination of status as eligible employees causes all accrued sick leave plan benefits to be forfeited, whether termination is voluntary or involuntary, caused by death or for any other reason, including retirement. In no event shall payment be made for unused sick leave accrued at such termination.
 - (e) Employees leaving work early because of sickness shall have only the hours left in the day deducted from their sick leave account.
 - (f) Employees may utilize their sick leave to care for an immediate family member. Immediate family members are a spouse, child, parent, parent-in-law or current stepparent of an employee.
 - (g) Bargaining unit members upon retirement at age 65 with 25 years of service, Will be paid out from their sick bank 25% of their accrued sick time. To a maximum of 22.5 days.

Section 10.04 – Personal Leave. Employees are entitled to up to three (3) days off with pay each year to attend to personal matters. It may be used, as needed, subject to prior approval of the First Selectman, or if the First Selectman is unavailable, the Road

Foreman. Employees agree to request such leave with sufficient advance notice to allow adjustments to schedules.

Section 10.05 – Family and Medical Leave. The Town has adopted the provisions of the Federal Family and Medical Leave Act (FMLA) for those employees who are eligible under the FMLA.

Section 10.06 – Voluntary Leave of Absence Without Pay. A leave of absence without pay may be granted to an employee at the discretion of the First Selectman for up to sixty (60) consecutive calendar days upon the employee's written request to the First Selectman. Such leave may be extended for an additional sixty (60) consecutive calendar days at the sole discretion of the First Selectman.

ARTICLE 11 **INSURANCE AND SAVINGS PLANS**

Section 11.01 – Health and Life Insurance. As of the first of the month following completion of ninety (90) calendar days of employment, employees are eligible to participate in the group health and life insurance plans offered by the Town. **The Town agrees to fully fund each year the Town's Health Insurance Plan.** Employees shall contribute a percentage of the cost of premium coverage as follows:

Effective	7/1/18
	<hr/>
	4%

Effective	7/1/19
	<hr/>
	4%

Effective	7/1/20
	<hr/>
	4%

And beyond the employee as follows:

Effective	7/1/18
	<hr/>
	11%

Effective	7/1/19
	<hr/>
	11%

Effective	7/1/20
	<hr/>
	11%

Such contribution shall be deducted from the employee's earnings.

The Town reserves the right to change plan administrators or insurance carriers or to self-insure, provided that the new coverage is equal to or better than the coverage to be replaced.

Section 11.02 – The annual payout cap for the opt out will be \$15,000. See attached appendix A – Health Insurance ‘Opt-Out Program’

Section 11.03 – Credit Union. The Town shall deduct certain specific amounts each pay period from wages of those employees who submit a written authorization to make such

deductions. The amount so deducted shall be emitted at the New England Teamsters Federal Credit Union on each pay period. The Town shall not make deductions and shall not be responsible or remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or for those weeks in which the employee's earnings, after all deductions, are less than the amount authorized for deduction.

ARTICLE 12 PENSION

(a) This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

(b) Commencing with the first day of July 2018, and for the duration of the current collective bargaining agreement between Local Union 677 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement as set forth in the Recognition clause, 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:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of two dollars and seventy-three cents (\$2.73) to the New England Teamsters and Trucking Industry Pension Fund but not more than one hundred and nine dollars and twenty cents (\$109.20) per week for any one employee from the first hour of employment in such week.

Commencing with the first day of July, 2019, the said hourly contribution rate shall be two dollars and ninety five cents (\$2.95) but not more than one hundred eighteen dollars (\$118.00) per week for any one employee.

Commencing with the first day of July, 2020, the said hourly contribution rate shall be three dollars and nineteen cents (\$3.19) but not more than one hundred and twenty seven dollars and sixty cents (\$127.60) 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 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.

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.

(c) 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.

(d) 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 purposes.

(e) It is also agreed that all contributions shall be made at such time and in such 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 of contributions to the Pension 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 accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

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 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 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.

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 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 contribution interest liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

(f) No oral or written modification of this section regarding pensions 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 section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

ARTICLE 13 **WAGES**

Section 13.01 – Wage Schedule. Hourly wages for all employees are as set forth in the Wage Appendix to this Agreement.

Section 13.02 – Pay Period. The pay period commences at midnight Sunday and ends at 11:59 p.m. Saturday.

SECTION 14 **GRIEVANCE PROCEDURE**

Section 14.01 – Definitions.

- A. A “grievance” for the purpose of this procedure is a complaint on behalf of an employee(s) involving a matter relating to the interpretation and application of the specific terms and provisions of this Agreement.
- B. “Working days” for the purpose of this procedure are Town Hall business days.

Section 14.02 – Time Limits.

- A. By mutual written agreement, the Town and the Union may extend the time limits beyond those set forth in this Article. If one party has made a timely written request for a time extension, the applicable time limits shall be tolled until the other party’s written response is received by the requesting party.
- B. If the Town fails to provide a written response to the grievance within the time limits of Step 1, or any mutually agreed extension, the grievance shall be considered denied as of the date the answer is due and the Union may submit the grievance to the next step of the grievance procedure.

Section 14.03 – Procedure.

- A **Step 1 – First Selectman.** Within five (5) working days of the date of the occurrence giving rise to the grievance, the Union Steward shall submit the grievance in writing to the First Selectman or, in the absence of the First Selectman, to the designated Selectman. The First Selectman (or the designated Selectman) shall respond to the Union Steward in writing, with a copy to the Business Agent, within five (5) working days of receipt of the grievance.
- B **Step 2 – Arbitration.** If the grievance is not resolved at Step 1, the Union, with notice to the Town, may file a notice of appeal to submit the grievance to binding arbitration before the American Arbitration Association. Such notice must be filed within fifteen (15) working days of receipt of the First Selectman's decision at Step 1. Arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association. The arbitrator shall be bound by and must comply with all terms and provisions of this Agreement and shall have no power to add to, delete from, or modify in any way, any of the terms or provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitration shall be borne equally by the Town and the Union.

ARTICLE 15 **MISCELLANEOUS**

Section 15.01 – Separability. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

Section 15.02 – Substance Abuse Prevention and Testing. All employees shall be subject to the Town of Kent Alcohol and Drug Abuse and Testing Policy.

Section 15.03 – Subcontracting. The Town may subcontract bargaining unit work provided such subcontracting does not result in the layoff of a bargaining unit employee.

Section 15.04 – Copy of Agreement. The Town will provide each employee with a copy of this Agreement within sixty (60) days after the signing of this Agreement. Newly hired employees will be provided with a copy of this Agreement at the time of hire.

Section 15.05 – Safety. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations. Should an employee complain to the Supervisor that his work required him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, representatives of the Town and the Union shall consider the matter immediately.

Section 15.06 – Access to Jobs and Records. With prior notice to the Supervisor, or in his absence, to the First Selectman, the Union Business Agent shall have access to Town premises or any job site where bargaining unit employees are employed during working hours for the purposes of adjusting disputes, investigating working conditions and monitoring compliance with this Agreement. The Business Agent's activities shall not interfere with or interrupt the work being performed by the employees.

Section 15.07 – Modification of Agreement. This Agreement may not be amended or modified in any respect unless said amendment or modification is set forth in a written document signed on behalf of the parties to this Agreement by their duly authorized officers and representatives.

Section 15.08 - Town Ordinances, Policies, Rules and Regulations. Any item not covered in this Agreement may be governed by existing written ordinances, policies, rules or regulations of the Town. Where any ordinance, policy, rule or regulation of the Town is in conflict with any specific provision of this Agreement, this Agreement shall prevail.

Section 15.09 – Gender Statement. Whenever used in this Agreement, personal pronouns shall include reference to both genders.

Section 15.10 – Uniforms. The Town shall provide each employee with a uniform and laundering service for eleven shirts and eleven pairs of pants. Employees are required to wear the uniform at all times while working. During the summer months, dark blue shorts that are clean, hemmed, untorn and have at least an 8" inseam, may be substituted for the regular uniform pant. During the summer months, a uniform T-shirt may be substituted for the regular uniform shirt. The Town shall provide each employee with five summer uniform T-shirts each year; the employee is responsible for laundering the T-shirts.

Section 15.11-DRIVE. The employer shall deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a week basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the

TBA 7/10/18
WEP

Section 15.11-DRIVE. The employer shall deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in writing (1) check total amount deducted along with name of each employee on whose behalf a deduction made, the employee's social security number and the amount deducted from the employee's check.

ARTICLE 16 DURATION

Section 16.01. This Agreement shall become effective when signed and shall remain in full force and effect through June 30, 2021. Negotiation for a successor Agreement shall be governed by applicable law.

IN WITNESS WHEREOF, the parties have caused their names to be signed below:

TOWN OF KENT

By:


Title: First Selectman

TEAMSTERS LOCAL NO. 67

By:


Title: Sect Pres 67

By:


Title: Rep 67

WAGE APPENDIX

<u>Job Title</u>	<u>Effective 7/1/2018</u>	<u>Effective 7/1/2019</u>	<u>Effective 7/1/2020</u>
CDL Maintainer	\$29.79	\$30.46	\$31.15
Non-CDL Maintainer	\$26.05	\$26.64	\$27.24

Application of Wage Schedule:

Newly hired or promoted employees may be paid at an hourly rate up to Two Dollars (\$2.00) below the job rate as determined by the First Selectman. Such employees shall receive increases of fifty cents (\$.50) every six (6) months until they are paid the job rate, provided their performance has been satisfactory.

Town of Kent
Health Insurance "Opt-Out" Program

Appendix A

1. The Town's active, eligible individuals who are participating in a group-sponsored health insurance program other than the Town of Kent's sponsored plan whether it be an individual or family plan, have the option to "Opt-Out" of their health insurance plan beginning June 1st. Individuals who "Opt-Out" of the insurance shall be eligible to receive a stipend equivalent to fifty percent (50%) of the Town's cost-of-insurance which the individual is eligible in two equal payments, issued on December 1st and June 1st of the current fiscal year. Individuals must provide written documentation of alternate health coverage on letterhead from the sponsor of the alternate plan. This letter must include the dates of coverage and the names of those covered by the plan. This documentation will be required to be eligible to participate in the program and to receive the stipend.
*Union
JDC
\$15,000*
2. To be eligible to participate in this program the individual must provide the Town with proof of insurance from another group-sponsored health plan spouse, military etc.) and complete the Health Insurance Opt-Out Provision Form. The Health Insurance Opt-Out Form must be signed on an annual basis.
3. An individual who decides to participate in this program and drops his/her health insurance coverage through the Town may re-enroll in the program during the covered period only if the individual has a qualifying event as recognized by the health plan's underwriting rules. The qualifying events are:
 - Marriage or divorce
 - Birth or adoption of a child
 - Death of a family member carrying the insurance
 - Loss of other coverage through no fault of the employee or subscriber
 - Change in hours from full-time to part-time which results in change of employment status
4. In order to re-enroll in the Town health insurance program the individual must notify the First Selectman's office within thirty (30) days of the qualifying event and provide written documentation of same. If the individual has a qualifying event and needs to re-enroll in the Town's sponsored insurance, the individual's "opt-out" benefit shall be reduced proportionately for the time the individual re-subscribes in the program. The individual's health insurance premiums shall be adjusted so as to recapture any of the "opt-out" benefits for which the employee was not entitled.
5. At the next scheduled open enrollment period, the individual who participated in the "opt-out" program may select any carrier and plan then offered by the Town for which he/she otherwise is eligible.
6. The Board of Selectmen may promulgate rules and regulations necessary to implement this program. The continuation of this program will be reviewed annually.

*Approved by BOS - March 17, 2014
Amended by BOS - April 1, 2014*

**TOWN OF KENT
HEALTH INSURANCE OPT-OUT FORM
Fiscal Year 2014-2015**

Employee Name:

Department:

Employee Address: (Street, City, St, Zip)

Town of Kent Health Plan: Individual Family

Employees must provide the following information:

Aetna Enrollment/Change Request form

Letter submitted on letterhead from the sponsor of the alternate plan as proof of existing coverage

Copy of current insurance card

Payment Information:

The Town of Kent will pay the Opt-Out stipend in two equal payment of 50% of the Town of Kent's cost of the health plan being opt-out of, issued on December 1st and June 1st of the current fiscal year providing proof of coverage is provided by the employee at that time.

If there is a qualifying event in which an employee who has opted-out needs to opt back onto the Town of Kent's insurance, the Town will pay a prorated opt-out benefit based on the numbers of months the employee had opted out of the Town's health insurance.

I have read the Health Insurance Opt-Out Program material and instructions and I attest to the following:

- I am covered under another group sponsored health plan that is in effect as of the opt-out effective date of July 1, 2014 and have provided my alternate plan information.
- I understand that I must report promptly changes to information I have provided which may impact my eligibility.
- I understand that this is valid only for fiscal year 2014-2015
- I meet the qualifications to elect the Town of Kent's Health Insurance Opt-Out program.

Employee's signature (Required)

Date (Required)

MEMORANDUM OF UNDERSTANDING
TO THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Town of Kent

(EMPLOYER)

and

Teamsters Local # 677

(UNION)

D.R.I.V.E. AUTHORIZATION AND DEDUCTION

In addition to the terms and conditions contained in the above referenced collective bargaining agreement between the Employer and the Union, the Employer and the Union hereby further agree that:

The employer shall deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a week basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's check.

FOR THE UNION:



Title Business Agent

Date 07-10-18

FOR THE EMPLOYER:



Title First Selectman

Date 7/10/18