

RENEW

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF WARREN, CONNECTICUT

-AND-

TEAMSTERS LOCAL UNION NO. 677

EXPIRES JUNE 30, 2021

This Agreement is entered into by and between the Town of Warren, Connecticut (hereinafter referred to as the "Union") for the purpose of setting forth wages; hours and conditions of employment for covered Employees in the Town's Highway Department (the "Department") as more fully described below.

ARTICLE 1 **RECOGNITION**

Section 1.01. Included: Pursuant to the Certification of Representative issued by the Connecticut State Board of Labor Relations in Case Number, ME22,727 on November 8, 2001, the Town hereby recognizes the Union as the sole and exclusive representative of regular full-time hourly employees of the Town regularly assigned to positions as road Maintenance Worker in the Town's Highway Department (referred to in this Agreement as "Employees") for the purpose of bargaining with respect to their wages, hours of work and other conditions of employment in accordance with the Municipal Employee Relations Act (the "Act").

Section 1.02. Excluded: All other Town employees, such as, without limitation, secretarial and clerical employees; administrative employees; seasonal employees; temporary employees; part-time employees; department heads, managers and other supervisors; professional employees, security employees and employees excluded by the Act, shall be excluded from the unit of Employees represented by the Union and shall not be covered by the provisions contained in this Agreement.

Section 1.03. "Town", "Department" Defined: As used throughout this Agreement, the word "Town" shall include the Town of Warren and the Warren Highway Department. The word "Department" shall mean the Warren Highway Department unless otherwise specified.

ARTICLE 2 **MANAGEMENT RIGHTS**

Section 2.01: Except as expressly relinquished, abridged or limited by a specific provision expressed in this Agreement, the Town has retained all rights, powers, and authority, whether exercised or not, that it had prior to the duty to bargain with the Union. 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, its physical plant and equipment and its workforce, including, but not limited to, Employees covered by this Agreement; to assign and subcontract work; to hire, transfer, layoff, promote, demote, discipline and/or discharge Employees; to establish, modify, add, discontinue and enforce rules of conduct and operating procedures; to establish and maintain the quality and efficiency of the Town's operations; to determine the kinds and

standards of services to be offered and provided and standards of Employee performance; to determine the standards and methods of selection of individuals for employment and the content of jobs and job descriptions; to determine the number and location of its facilities and to suspend or discontinue any part of the Town's operations as the Town deems necessary; to purchase and utilize products and services; to introduce new operational and other methods, products and equipment and to change existing operational and other methods, products and equipment; to take all necessary actions to carry out its mission during normal conditions and in emergencies; and to make all plans and decisions with respect to all matters involving Town operations.

Section 2.02: The Union recognizes that the Highway Supervisor and Road Foreman regularly perform bargaining unit work during regular hours and on overtime hours; and nothing in this Agreement shall be construed or applied to limit the Town's current practice regarding the performance of bargaining unit work by such supervisory personnel.

ARTICLE 3 **UNION SECURITY**

Section 3.01 Agency Fee: Each Employee shall, as a condition of continued employment, either (a) tender to the Union the initiation fee and regular monthly dues uniformly required to obtain and retain Union membership, or (b) *in lieu* of the aforesaid initiation fees and monthly Union dues, tender to the Union a service fee established by the Union in an amount not greater than the aforesaid regular monthly dues, in accordance with and subject to applicable law, for administration of this Agreement, processing grievances and representation in collective bargaining. The obligation to pay Union dues or service fees under this provision commences on the 31st day following the employee's most recent date of hire or on the 31st day following the effective date of this Agreement, whichever later occurs. The obligation to pay Union initiation fees commences upon satisfactory completion of the Employee's probationary period.

Section 3.02 Administrative Dues: Each Employee shall remit to the Union the amount of five cents (\$.05) per hour for each hour he or she works, or is paid for under this Agreement, but not to exceed two dollars (\$2.00) per week. This obligation commences on the 31st day following the Employee's most recent date of hire or the 31st day following the effective date of this Agreement, whichever later occurs.

Section 3.03 Check-Off: The Town shall deduct from the wages paid to each Employee from whom it receives a voluntarily signed written authorization to do so, (a) the initiation fees and regular monthly Union dues uniformly required for Union membership, or (b) the regular monthly service fee, whichever is applicable, and (c) the administrative dues. The Town shall remit all monies so deducted to the Union on a monthly basis.

Section 3.04 Save Harmless: The Union will defend and hold the Town harmless from any claims, grievances, suits, actions, liability and damages or other loss which may arise from the Town's enforcement of and compliance with this Article 3.

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

Section 4.01: During the life of this Agreement there shall be no strikes, slowdowns, or suspensions or stoppages of work or any picketing, hand billing or any form of concerted activity intended to affect Employees' wages, hours or conditions of employment in the Town or to disrupt the Town's activities or operations at any location. Violation of any of these prohibitions by any Employee shall constitute just cause for discharge, without recourse. The Town shall not engage in a lockout of Employees.

Section 4.02: No Employee shall refuse to cross any picket line while engaged in, scheduled or assigned to perform work for the Town. The Employee shall promptly contact the Highway Supervisor for instructions if the Employee has reason to believe that crossing a particular picket line will put the Employee or the Town's equipment in physical danger.

ARTICLE 5 **EMPLOYMENT STATUS**

Section 5.01 Probationary Period: For the first ninety (90) calendar days of his or her employment, a newly hired Employee shall be on probation. The probationary period may be extended for up to an additional sixty (60) days by mutual agreement of the Highway foreman, the Employee and the Union. During the probationary period, the Employee may be disciplined and/or discharged without recourse to the Grievance and Arbitration Procedure set forth in this Agreement or in any other forum. Upon successful completion by the Employee of his or her probationary period, his or her seniority shall be measured from his or her most recent date of hire as provided in Section 5.02.

Section 5.02 Seniority: An Employee's seniority is hereby defined as the length of his or her continuous service in the bargaining unit measured from his or her most recent date of hire. The Town shall prepare and maintain a seniority list of Employees, a copy of which it shall furnish to the Union at reasonable intervals upon request.

Section 5.03 Layoff: In the event the Town decides to reduce the number of Employees by layoff, the Town shall lay Employees off in reverse order of seniority within the job classification that the Town decides to reduce, provided those Employees remaining are

the most qualified to perform all the work remaining or anticipated after the layoff without further training.

Section 5.04 Recall: Any Employee who is laid off after having successfully completed at least one (1) year of continuous service in the bargaining unit will be recalled in reverse order of seniority to a position that becomes available within 12 months following the date of his or her layoff in the job classification from which he or she was laid off. No new employee shall be hired to fill the available vacancy until the Town has discharged its obligation to former Employees eligible for recall who are so qualified. Notice of recall shall be sent by the Town by certified mail to the Employee's last address of record, return receipt requested. The Employee must respond to the notice of recall by making contact with the Road Foreman within seven (7) calendar days after delivery of the recall notice. Any Employee who fails to respond to the notice of recall as provided in this Section or who refuses or is unavailable for recall when scheduled by the Town shall be removed from the recall list.

Section 5.05 Discipline and Discharge: An Employee who has successfully completed his or her probationary period of employment may not be disciplined or discharged without just cause. Oral and written warnings may not be processed beyond Step 1 of the Grievance Procedure. All notices with respect to disciplinary action, except oral warnings, must be put in writing and given to the Employee, with a copy to the Union Steward and the Business Agent.

5.06 Loss of Seniority: Seniority shall be broken by:

5.06.01 Discharge;

5.06.02 Resignation;

5.06.03 Layoff for a consecutive period exceeding the period of recall eligibility;

5.06.04 Failure to return to work as scheduled after an authorized leave of absence or recall from layoff;

5.06.05 Absence for three (3) consecutive days without notice as required by the Town;

5.06.06 Working elsewhere or gainfully employed while on leave from the Department for any reason.

ARTICLE 6 **HOURS OF WORK**

Section 6.01 Regular Hours of Work: A regular workweek consists of forty (40) hours of work, Monday through Friday, and a regular workday consists of eight (8) hours of work, exclusive of a regular lunch period normally consisting of thirty (30) minutes

without pay on each regular workday. The normal work schedule on a regular workday begins at 7:00 a.m. and extends to 3:30 p.m., including the unpaid lunch period referred to above, which is scheduled from 12:00 to 12:30 on a regular workday. A normal break period of fifteen (15) minutes duration, without loss of regular pay, will be scheduled by the Road Foreman for each Employee on each regular workday. The Road Foreman shall continue to have authority to vary normal work schedules to address workplace issues. When an employee is unable to take his/her normal lunch period the Town shall either pay the employees lunch or let the employee leave thirty (30) minutes early for that day.

Section 6.02 Overtime Work: Employees shall continue to be required to work in excess of the normal workday and the normal workweek as assigned and to report for work as required for snow removal and other Department activities or operations that occur outside the normal workday or workweek, including, without limitation, holidays recognized by this Agreement. When employees have worked from 7:00am to 7:00am the following work day (24 hours), during emergency winter operations. Members will be able to leave at 12:00pm that work day (providing all work tasks have been completed) and be paid for the remaining shift hours which is till 3:30pm. At the road Forman's discretion.

Article 7 Holiday's

Section 7.01 Recognized Holidays: The following holidays are recognized as paid holidays on which eligible Employees will normally have the day off without loss of their regular pay, two times their hourly pay for hours worked on a recognized holiday.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
July Fourth	Christmas Day
One (1) Floating Holiday	

Recognized holidays falling on Saturday or Sunday shall normally be observed on the preceding Friday or succeeding Monday respectively.

Section 7.02 Eligibility: To be eligible for holiday pay, the Employee must fully work his or her last scheduled workday preceding the holiday and his or her first scheduled workday following the holiday, unless the Highway Supervisor has expressly excused the Employee from working that day. An Employee will not be eligible for holiday pay for holidays that fall during his or her leave of absence, regardless of whether the leave is with or without pay.

ARTICLE 8 **VACATION**

Section 8.01 Vacation Schedule: Employees who have successfully completed their probationary periods of employment and have worked at least 1800 hours in the immediately preceding fiscal year shall be eligible for vacation time off without loss of their regular pay in accordance with the schedule set forth below. Approved time off for vacation, holiday and paid leave for which the Employee received pay in the immediately preceding fiscal year shall be counted as time worked for purposes of determining eligibility under this Section.

<u>Years of service successfully Completed as of June 30</u>	<u>Number of vacation days for which Employee is eligible as of ensuing July 1</u>
One (1) year of service	5 days of vacation
Two(2) years of service	10 days of vacation
Ten(10) years of service	15 days of vacation
Fifteen (15) years of service	20 days of vacation

Each vacation day shall be equal in length to the Employee's regular workday, up to a maximum of eight (8) hours per day. Any Employee who has worked less than 1800 hours in a fiscal year shall have his or her vacation time for the ensuing year prorated based on the schedule set forth above.

Section 8.02 Vacation Year: The vacation year (i.e., the period in which earned vacation time off may be scheduled) is consistent with the Town's fiscal year (July 1st through June 30"). Each eligible Employee shall, on July 1st of each fiscal year, be credited with the vacation credits he or she earned as of the previous June 30" based on the number of continuous years of service that the Employee has successfully completed as of that June 30" day. Vacation credits are non-cumulative and may not be carried over from year to year, except as expressly provided below.

Section 8.03.01 Vacation Selection: All vacation time off must be taken between April 1st and November 30' unless the Highway Supervisor or his or her designee expressly authorizes the Employee, in writing, to take vacation time off between December 1st and March 31st. No more than one (1) Employee may be on vacation or on extended leave at the same time without express prior authorization by the Highway Supervisor or his designee.

8.03.02: In July annually, Employees eligible for vacation time off, or pro-rated part thereof, shall, by seniority, select their desired vacation period. Employees eligible for

more than two weeks' vacation ("Excess Vacation Time"), or pro-rated part thereof, shall submit their requests for such Excess Vacation Time off as far in advance as possible but not less than thirty (30) days before the beginning of the Excess Vacation Time off they request. If two or more Employees request the same vacation time off, the Employee with the longest seniority shall have first preference. The Town may grant or deny any vacation time off request based on the needs of the Department as determined by the Highway Supervisor or his designee. Any Employee who wants to reschedule vacation time off must submit his or her request to the Highway Supervisor as far in advance as possible and the Highway Supervisor shall not unreasonably deny such requests. No vacation time off may be taken without prior written approval of the Highway Supervisor or his designee.

Section 8.04 Holiday During Vacation: If a recognized Holiday for which the Employee is eligible for holiday pay hereunder falls during the Employee's authorized vacation, the Employee will receive holiday pay in lieu of vacation pay for the day and will not be charged with use of a vacation day for that day.

Section 8.05.01 Payment in Lieu of Vacation: Payment of vacation pay in *lieu* of vacation time off shall not be permitted, provided that, when the Town cancels or postpones an Employee's scheduled vacation and fails to reschedule it prior to the end of the annual vacation period, the Town shall permit the Employee to carry over some or all of his or her unused vacation to the ensuing year and/or pay the Employee for the unused balance in *lieu* of such carry-over time off.

8.05.02. Employees whose employment terminates because of involuntary layoff initiated by the Town or by voluntary resignation or retirement shall, with their final paycheck, be paid their earned vacation pay remaining unused as of the date of their termination, provided that, in case of voluntary resignation or retirement, the Employee must have provided the Town written notice of resignation at least two (2) weeks in advance of his or her last day worked and must have worked successfully throughout the notice period unless earlier excused by the Town for non-disciplinary reasons.

8.05.03. In the event an Employee dies, the Town shall pay to the Employee's estate or named beneficiary any earned vacation pay that the employee left unused at the time of death.

8.05.04. Any employee who is terminated shall be paid for any unused vacation time, sick time, and personal time accumulated within two (2) weeks of termination.

ARTICLE 9

LEAVES

Section 9.01 — Bereavement Leave: In the event of the death of a parent, grandparent, spouse, sibling, child or grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparent-in-law of an Employee who has successfully completed his or her probationary period of employment, the Town shall grant the Employee up to three (3) consecutive days leave without loss of regular pay on days the Employee was scheduled to work between the date of death and one day after the day of the funeral.

Section 9.02 — Special Leave: Employees are eligible for up to Three (3) days leave in the aggregate, without loss of their regular pay (up to eight (8) hours pay at their respective regular straight-time hourly rates of pay), in each fiscal year for medical or other health appointments, non-immediate family funerals, religious holidays and other similarly important and valid reasons, subject to the prior approval of the Highway Supervisor or his designee. Each request for such leave must state the reason for the request.

Section 9.03 Jury Duty Leave: Employees called to jury duty shall provide the Highway Supervisor with copies of summons, notices to attend and evidence of attendance. Employees summoned to jury duty shall be provided time off as required by applicable law, but shall seek postponement of such service to the extent permitted by law whenever the Highway Supervisor deems their absence to be detrimental to the Department's ability to provide services. Any Employee dismissed from jury duty with four (4) or more hours remaining in the Employee's workday shall promptly report to work.

Section 9.04 — Sick Leave: Each Employee shall earn one (1) sick day for each full calendar month that he or she works up to a maximum of eight (8) sick days in each fiscal year. After having successfully completed his or her probationary period of employment, the Employee may use his or her earned sick days as reimbursement for the regular pay he or she would otherwise lose due to his or her absence from work caused by his or her own illness or non-compensable injury, provided he or she has notified the Town of his or her absence in accordance with the procedures established by the Town. Earned sick days may be used at the rate of one (1) sick day for each full regular workday of absence. The value of each sick day will be equal to the Employee's regular day's pay at his or her regular straight-time hourly rate of pay). The Town will continue to have the right to require verification of illness or injury and to require a Doctor's certificate after three (3) consecutive days' absence. Earned sick days remaining unused at the end of a fiscal year may be accumulated until the Employee has a maximum of sixty (60) sick days to his or her credit, but no Employee may have more than sixty (60) sick days to his or her credit at any one time. Sick days will not be applied for any purpose other than to reimburse an eligible Employee for his or her own

illness or non-compensable injury on those days on which the Employee is too sick (or too injured) to report for work; and unused sick days will not be paid on termination of employment, regardless of the reason for termination.

Section 9.05 Leave of Absence Without Pay: The Highway Supervisor will continue to have discretion to grant or deny requests for leaves of absence without pay. Any unpaid leave of absence cannot exceed 20 hours per fiscal year.

ARTICLE 10 **INSURANCE AND RETIREMENT**

Section 10.01.01. Group Insurance: As of the first day of the month following completion of sixty (60) calendar days of employment, Employees are eligible to participate in the group health and life insurance program offered by the Town. Effective July 1, 2018, the Town and each covered employee will share in the premium cost for the group health coverage that the Town offers and the employee selects (i.e., individual, individual plus one or family coverage) on the following basis: the Town will pay an amount equal to eight-five percent (85 %) of the premium cost for coverage under the Medical Plan format the town offers (currently a Co-pay Plan), regardless of which level the Employee selects. The Town will bear 100% of the cost for group term life insurance coverage for the Employee.

10.01.02. Change of Carriers: Nothing herein shall be construed or applied to limit or prohibit the Town from changing insurance carriers or self-insuring in whole or in part at any time, provided that the level of covered services remains at a level that is substantially equivalent to the level of covered services available under the plans in effect as of the effective date of this Agreement, subject to the terms and conditions set forth in the Plan and in this Article.

Section 10.02. Retirement Plan: Retirement benefits for eligible employees will be in accordance with and subject to the applicable provisions of the Town of Warren Retirement Plan.

Section 10.03. Return-to Work Program: Nothing herein shall prevent the Town from implementing a return-to-work policy including, without limitation, a managed care system in connection with its obligation under applicable Workers' Compensation laws.

Section 10.04. Dental Allowance: Dental allowance as per Appendix B.

ARTICLE 11

WAGES

Section 11.01. Regular Wages: the regular straight-time hourly rates of pay for work performed by employees under this Agreement are set forth on Appendix A.

Section 11.02. Pay for Overtime/Holiday Work: An Employee shall be paid at a rate equal to one and one-half times his or her regular straight-time hourly rate of pay for all time the Employee works, as assigned, in excess of eight (8) hours in a regular workday, forty (40) hours in a payroll week and for all time he or she works on a recognized holiday for which he or she is eligible for holiday pay. Pay for time he or she works on a recognized holiday as assigned shall be in addition to the holiday pay for which he or she is eligible. Sundays shall be paid at a rate two (2) times his or her regular straight time hourly rate of pay for all time the Employee works.

Section 11.03. Payroll Week/Pay Day: The Town's payroll week begins on Sunday and continues through the ensuing Saturday, inclusive. The Town's regular weekly payday is Thursday.

Section 11.04. Call Back Minimum: An Employee who is called back to perform work at a time that is not continuous with the start or end of his or her regular workday shall be provided work or pay for a minimum of three (3) hours at a rate equal to one and one-half times his or her regular straight-time hourly rate of pay. When an employee is called and there is no answer the Town will leave a message on the employee's phone stating the time and reason for the call.

Section 11.05. No Pyramiding: There shall be no pyramiding of overtime.

ARTICLE 12

MISCELLANEOUS

Section 12.01. Separability: If any state or federal court of competent jurisdiction decides that any section, sentence, clause or phrase of this Agreement is 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 12.02. Substance Abuse Prevention and Testing: All Employees shall be subject to the Town of Warren Alcohol and Drug Abuse and Testing Policy and any other

applicable Town Policies to the extent they are not inconsistent with the specific provisions expressed in this Agreement.

Section 12.03. Subcontracting: Nothing in this Agreement shall be construed or applied to prevent the Town from or to limit the Town in subcontracting bargaining unit work, provided only that the Town may not subcontract work normally done by Employees solely for the purpose of reducing the number of Employees in its employ.

Section 12.04. Copy of Agreement: The Town will provide each Employee with a copy of this Agreement within sixty (60) days after signing it. Newly hired Employees will be provided with a copy of this Agreement at the time of hire.

Section 12.05. Safety: Employees are responsible for adhering to all Town rules, regulations and directives that are not inconsistent with the specific provisions expressed in this Agreement, including, without limitation, safety rules, regulations and directives. The Town will provide safety courses on all equipment as needed. The Town agrees to contribute \$75.00 annually for safety toe boots. A receipt must be submitted to Management for reimbursement.

Section 12.06. Access to Jobs and Records: The Union's Business Agent may visit Town premises at reasonable times during normal business hours to view working conditions, check on the Town's compliance with this Agreement, participate in the Grievance Procedure or discuss with the Highway Supervisor issues that arise with respect to application and interpretation of the specific provisions expressed in this Agreement, provided that the Business Agent shall contact the Highway Supervisor in advance to arrange a mutually convenient time and place for each such visit. The Business Agent must comply with the requirements and limitations to which all business visitors of the Town are subject, including, but not limited to, safety, workplace and other rules applicable to business visitors. The Business Agent shall not interfere with or interrupt the work or job performance of any Employee. Discussions between the Business Agent and Employees shall not take place during work time unless expressly authorized by the Highway Supervisor in advance, and each request for such authorization shall be considered on a case-by-case basis and shall not be unreasonably denied. Neither the Union nor the Business Agent or any Employee shall conduct any Union business during Employees' work time, or at work sites or in working areas at any time without express prior authorization by the Highway Supervisor, and each request for such authorization shall be considered on a case-by-case basis and shall not be unreasonably denied.

Section 12.07. 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 by the parties to this Agreement or by their duly authorized officers and representatives.

Section 12.08. Town Ordinances, Policies, Rules, and Regulations: Town Ordinances, policies, rules and regulations shall continue to have full force and effect except only as limited by a specific provision expressed in this Agreement.

ARTICLE 13 **NON-DISCRIMINATION**

Neither the Town nor the Union shall discriminate against any Employee in the terms and conditions of his or her employment on the basis of his or her membership or non-membership in the Union or on the basis of his or her race, color, religious creed, age, disability, sex, national origin, ancestry or any other basis prohibited by law. Neither the Town nor the Union or any Employee shall sexually harass any Employee.

ARTICLE 14 **GRIEVANCE PROCEDURE**

Section 14.01. Definitions: The following definitions will be applicable to the provisions set forth in this Article:

14.01.01. "Grievance" means a written complaint filed by an Employee or the Union alleging that the Town misinterpreted or misapplied a specific provision expressed in this Agreement.

14.01.02. "Grievant" means the Employee or group of Employees who filed a Grievance or the Union when it files a Grievance on behalf of the bargaining unit.

14.01.03. "Day" means regular workday unless otherwise specified.

Section 14.02. Time Limits: The time limits specified herein are of the essence and may only be extended by mutual written agreement of the Highway Supervisor and the Union. Failure by the Grievant to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Town. Failure by the Town representatives to meet or respond to the Grievance within the time limits provided herein shall permit the Grievant or the Union, as appropriate: to process the Grievance to the next Step provided they do so within the time limits and in accordance with the procedure set forth herein.

Section 14.03 Procedure: The procedure set forth below shall be the exclusive means for processing Grievances and addressing disputes between the Town and an Employee or the Union with respect to the interpretation and/or application of a specific provision

expressed in this Agreement. The Town and the Union agrees that proceedings shall be kept confidential.

Section 14.03.01. Step 1 Road Foreman: By the end of the fifth (5th) day immediately following the date of the occurrence giving rise to the Grievance, the grievant shall submit the written Grievance to the Road Foreman. The Grievance shall set forth a brief description of the allegations forming the basis for the Grievance and specify the Article and Section of this Agreement allegedly violated thereby. The Road Foreman shall meet with the Grievant and/or respond to the Grievance within five (5) days after his or her receipt of the Grievance.

14.03.02. Step 2. Highway Supervisor: If the Grievance is not resolved at Step 1, the Union may submit the Grievance to the Highway Supervisor, but must do so by delivering to the Highway Supervisor or to his or her designee, within five (5) days after receipt of the Step 1 response or, if no Step 1 response was received, within five (5) days after the expiration of the period within which the Step 1 response was due, whichever is sooner, a copy of the Grievance with a request to meet.

14.03.03. Step 3. Arbitration: If the Grievance is not resolved at Step 2 within five (5) days after delivery of the Grievance to the Highway Supervisor or the Highway Supervisor's designee, and the Union wishes to proceed further, the Union must file a Demand for Arbitration with the American Arbitration Association (AAA) in accordance with its Voluntary Rules for Labor Arbitration then subsisting, subject to the following terms and conditions.

1. The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitral if it claims a right, benefit or obligation not expressly set forth in a specific provision of this Agreement.
2. The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Highway Supervisor, postmarked within the ten (10) calendar days immediately following delivery of the Grievance to the Highway Supervisor or the Highway Supervisor's designee at Step 2.
3. The Arbitration must be in accordance with the American Arbitration Associations Voluntary Rules for Labor Arbitration in effect at the time the Demand for Arbitration is filed.
4. The Demand for Arbitration must be limited to the same Grievance submitted to the Highway Supervisor at Step 2.

5. The Arbitrators authority will be limited to determining whether, by the allegations contained in the Grievance, the Town violated the specific provision expressed in this Agreement as alleged in the Grievance. The arbitrator shall be bound by and must comply with all the specific terms and provisions expressed in 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 Arbitrator will have authority to render appropriate make whole awards consistent with the provisions of this Agreement and other applicable rules governing the Arbitrators conduct and authority.
6. The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.
7. The cost of the Arbitrators fees and hearing room rental, if any, will be shared equally by the Town and the Union, but each party will bear the cost of its own representatives, transcripts and other items.
8. Grievances must be filed for arbitration separately, and an Arbitrator may not hear multiple Grievances unless the Highway Supervisor and the Union agree in writing to allow the Arbitrator to do so.
9. Only the Union will have the authority to submit a Grievance to Arbitration.

Section 14.04. Representation: Grievant will be permitted to be accompanied by the Union Steward and/or the Union's Business Representative at all Grievance meetings and Arbitration hearings except at Step 1, where only the Union Steward will be permitted to accompany the Grievant. Grievances shall not be processed, and Grievance meetings or discussions shall not be held during work time without the express prior approval of the Highway Supervisor.

Section 14.05. Union Authority: The Union may file a Grievance on behalf of the bargaining unit as a whole by submitting the Grievance to the Highway Supervisor within five (5) days after the Union first knew of the event giving rise to the Grievance or, through the use of reasonable diligence, should have known of the event giving rise to the Grievance or, through the use of reasonable diligence, should have known of the event giving rise to the Grievance. Once filed, the Union's Grievance shall be processed in the same manner as a Grievance filed by an Employee. Nothing contained herein shall require the Union to process any Grievance that, in its opinion, is without merit, and no Employee shall have the right to process a Grievance to arbitration, as such right is reserved exclusively to the Union.


Section 14.06. Settlements: Grievance settlements reached at Step 1 shall not be used as evidence or precedent in any other Grievance, at arbitration or in any other.

ARTICLE 15
DURATION

This Agreement shall become effective when signed and shall remain in force and effect through June 30, 2021. Applicable law shall govern negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this
DAY of _____, 2018.

TOWN OF WARREN:

By: 
FIRST SELECTMAN

TEAMSTERS LOCAL NO. 677:

By: 
SECRETARY-TREASURER

By: 
BUSINESS AGENT

APPENDIX A
REGULAR STRAIGHT TIME
HOURLY RATES OF PAY

**Road
Maintenance
Worker**

The Town may, at its discretion, pay newly hired Employees at a regular straight time hourly rate that is up to \$2.50 lower than the regular straight time hourly rates currently in effect, as described above, for a period not longer than their respective probationary periods of employment described in the Agreement.

Regular Straight Time Hourly Rates of Pay:

²⁰¹⁰	²⁰¹⁰	²⁰¹⁰
7/1/18	7/1/19	7/1/20
\$27.10	\$27.64	\$28.19

APPENDIX B
DENTAL ALLOWANCE REIMBURSEMENT

Town of Warren Dental Allowance Reimbursement Fund for Highway Department Employees.

Section 10.04: Appendix B

A full-time employee, who is considered forty (40) hour week, shall be eligible after one year employment for dental reimbursement from the Town of Warren in the sums of a family shall be allowed \$1,500.00 per fiscal year; a single shall be allowed \$800.00 per fiscal year. If the employee is covered by an additional Dental Plan, only the unpaid of the invoice will be covered by the Town of Warren. An invoice from the Dentist stating the procedure is not covered under an additional plan will be required.

If the allowance for the fiscal year in part or whole is not used it shall be rolled over into the following fiscal years with a maximum to be in the individual employee's account of \$3,500.00.

The employee is responsible for paying his or her dental bills and submitting a paid receipt for reimbursement to the Town of Warren.

The Town of Warren will not and is not responsible to pay provider directly.

Appendix C

Summer work hours: From the first full work week of May through Labor Day weekend, the work week will be Monday - Thursday 6:00am - 4:30pm with Friday as a day off. This constitutes a forty (40) hour work week with no over time, unless an emergency occurs. If an employee is called into work on a non-schedule work day, he or she shall be provided work or pay for a minimum of three (3) hours at the rate equal to one and one - half times his or her regular straight time hourly rate of pay. If an Employee works on a recognized holiday for which he or she is eligible for holiday pay. Pay for time he or she works on a recognized holiday as assigned shall be in addition to the holiday pay for which he or she is eligible. Sunday shall be paid at a rate two (2) times his or her regular straight time hourly rate of pay for all time the Employee works.

MEMORANDUM OF UNDERSTANDING
TO THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF WARREN
(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:

[Signature]
Title Secretary
Date 7/25/18

FOR THE EMPLOYER:

[Signature]
Title First Salary Manager
Date 7/25/2018