

COLLECTIVE BARGAINING AGREEMENT

July 1, 2016 – June 30, 2020

TOWN OF WOODSTOCK
and
TEAMSTERS LOCAL #493

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AGREEMENT

AGREEMENT, by and between the TOWN OF WOODSTOCK, Connecticut, hereinafter referred to as the EMPLOYER, and GENERAL TEAMSTERS UNION, LOCAL 493 of New London, Connecticut, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the UNION, and shall be binding upon both parties, hereto, their heirs, successors and assigns.

ARTICLE I: UNION RECOGNITION

Section 1: Pursuant to the certification by the Connecticut State Board of Labor Relations dated September 26, 1978, the Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of employment and any other conditions of employment for employees of the Woodstock Highway Department, excluding the position of Road Foreman, employees normally scheduled to work less than twenty hours per week and any other statutory exclusions.

Section 2: By agreement between the Employer and Union, the Employer shall be permitted to employ personnel for bargaining unit work under the following conditions and said employees shall not be deemed part of the bargaining unit nor be required to be a union member nor shall the terms of this contract apply to any excluded employees.

1) "Summer" employees hired to work for the period between April 1 and November 1 of each year. No layoffs of bargaining unit members can occur while summer help is employed.

2) Subcontractors and casual employees subject to conditions described in Article XII, Section

No such person shall be compensated at a rate in excess of that paid to bargaining unit personnel performing the same or similar jobs.

Section 3: Those employees hired as casual or summer employees or working as a requirement of receipt of General Assistance Funds shall sign a statement attesting to their knowledge of the conditions of their employment and copies given to the Union.

Section 4: The terms and provisions of this Agreement shall be binding upon the Employer and the Union and each employee in the bargaining unit described herein.

Section 5: It is agreed that no employee shall be discriminated against by the Employer because of his activity in the Union. The Employer and the Union agree there shall be no discrimination against employees because of race, creed, color, sex or national origin, or any other protected category by law.

Section 6: The Employer and the Union agree that there will be no strikes, stoppages of work or slow-down by the employees and no lock-outs by the Employer during the term of this agreement.

Section 7: During regular working hours, the Highway Foreman shall be allowed to perform work normally done by bargaining unit employees when such work is incidental to his supervisory duties or intended to assist the bargaining unit employees in the orderly and timely completion of a specific project or work assignment which they have been given. This clause shall not be constructed to allow the Foreman to do bargaining unit work which will deprive an employee of overtime opportunity, nor shall it be exercised in a manner that results in the Foreman regularly and consistently performing bargaining unit work. No payment shall be due under Article XXIV of the contract on account of any such work performed by the Foreman

ARTICLE II: MANAGEMENT RIGHTS

The Town of Woodstock has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Highway Department and direction of the working forces.

ARTICLE III : UNION MEMBERSHIP AND CHECK-OFF

Section 1: All employees shall either be a member of the Union in good standing and pay to the Union initiation fees and monthly Union dues in the amount uniformly required of its members, or, in lieu thereof, shall pay a monthly agency fee to the Union in the amount uniformly required of agency fee payers, which shall be equal to that proportion of the Union dues expended for the purposes of collective bargaining, contract administration, and grievance adjustment. The obligation to pay Union initiation fees and dues or agency fees under this provision commences on the thirty-first (31) day following the employees' date of hire.

Section 2: 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 thirty-first (31) day following the employees date of hire.

Section 3: The Town shall deduct regular monthly Union dues or agency fees 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 and agrees to remit all such deductions to the Union on a monthly or biweekly basis. Dues deductions shall be made each pay period, of each month, except when the employee is not on the payroll for that pay period. Union dues are due for the entire month even if the employee only works one day.

Section 4: The Union agrees to defend and save harmless the Town from any claims, actions, damages which may arise from the town's enforcement of the compliance with this Article.

Section 5: Effective July 1, 1984 and continuing thereafter in accordance with the terms of an individual and voluntary written authorization for check-off of membership due in form permitted by the provisions of section 302(c) of the Labor Management Relations Act of 1947, as amended, the Employer agrees to deduct weekly from the wages of such employee covered by this agreement who signs such authorization, an amount directed by the authorization card as the regular periodic monthly dues (to be deducted from the wages for the first week of the month) and weekly with respect to the amount established as administrative dues.

ARTICLE IV : SENIORITY

Section 1: New employees, other than casual employees, summer employees or General Assistance employees, shall be regarded as probationary employees until they have acquired seniority rights. Probationary employees shall attain seniority rights when they have been actually at work in the employ of the Employer for a total of sixty (60) calendar days within a three (3) month period. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged prior to attaining seniority rights. The Employer may discharge any such employee at its absolute discretion until the employee has attained seniority status under the terms of this Section. After sixty (60) calendar days of employment as above defined, the names of such employees shall be placed on the seniority list with a service credit of sixty (60) calendar days.

Section 2: In case of a layoff due to lack of work, employees shall be laid off, in reverse order of seniority, providing the senior employee is qualified to replace the laid-off employee.

Section 3: Preference shall be given to employees older in service and in order of their seniority to the work available, provided that such employees are available at such time as the work is assigned and are qualified to perform the work required.

Section 4: Employees, in order of their seniority, shall have preference, if qualified:

- 1) In filling of vacancies and job opportunities.
- 2) To work opportunity in the event of layoff for lack of work.
- 3) In recall to work after layoff.
- 4) It is understood that there shall be no bumping under this Article.

Section 5: Employees, in the order of their seniority, shall have the right to select their reporting times from the posted schedule, and to hold such assignments unless displaced by a change in schedule or by layoff for lack of work. The Employer shall retain the right of work assignments to specific tasks.

Section 6: An employee shall be notified of a layoff at the end of his tour of duty, except for an Act of God, fire or utility failure. In the event of layoff, the least senior employee shall be the first laid off and rehiring shall be in order of seniority, provided the senior employee is qualified to perform the work available.

Section 7: In the event of a recall of an employee laid off, the laid-off employee shall be given notice of recall by telephone, personal contact, or by certified mail to the address last given the Employer by the employee. An employee recalled by the above procedure must notify the Employer as soon as possible in advance of the specified time for his report of his intention to report. In any event, the employee must notify the Employer within two (2) days after recall of his intention to return and must return to work within five (5) calendar days of his recall notice. The notice by certified mail to the employee's last known address will constitute a reasonable effort by the Employer to re-engage employees who are laid off. In the event the employee fails to comply with the above provisions he shall have no claim for work opportunity lost, but the Employer shall be responsible for the work opportunity lost if he shall fail to comply with these provisions.

Section 8: Any employee who has been on layoff in excess of one (1) year without recall shall be removed from the Employer's seniority list.

ARTICLE V : STEWARDS' APPOINTMENTS AND DUTIES

Section 1: The Employer recognizes the right of the Union to designate a job steward from the Employer's seniority list. The authority of job stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- 1) The investigation and presentation of grievances to his Employer, or designated representative in accordance with the provisions of this collective bargaining agreement.
- 2) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a) Have been reduced to writing or
 - b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, or refusals to handle goods.

Section 2: Job stewards and alternates have no authority to take strike action, cause slow-down or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of job stewards. The Employer, in so recognizing such limitations, shall have the authority to impose discipline, including discharge, in the event the shop steward or any other employee has taken unauthorized strike action or engaged in a slow-down or work stoppage in violation of this Agreement. The Union reserves the right to remove the shop steward at any time, for the good of the Union. The Union shall notify the Employer within forty-eight (48) hours of any change.

Section 3: Stewards shall be granted super-seniority for purposes of lay-off so long as he shall be steward.

ARTICLE VI: HOURS OF WORK

Section 1: The standard work week shall consist of forty (40) hours, five (5) consecutive days, eight (8) hours each, Monday to Friday, inclusive.

Section 2: The normal daily working hours shall be 7:00 A.M. to 3:00 P.M. Changes in working hours may be made by mutual agreement between the Town and the Union. The Union shall not unreasonably withhold its consent from any changes proposed by the Town. Such agreed-upon changes shall be posted and shall not become effective until such notice has been posted for five (5) working days.

Section 3: Employees who work more than eight (8) hours in any one day or more than forty (40) hours in any one calendar week shall be compensated for such overtime when such overtime is authorized by the First Selectman or Highway Foreman of the Town of Woodstock. The words "overtime", as used in this Section, shall mean overtime as herein authorized and no compensation or allowance of any kind shall be allowed for overtime not authorized, overtime shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate. Any paid authorized time off shall be counted as "time worked" for the purpose of computing overtime.

Section 4: If an employee covered by this Agreement is called out for work at a time other than his regularly scheduled work period for a period of two (2) hours or less he shall be paid for a minimum of two (2) hours at the rate equal to one and one-half (1 ½) times his regular hourly rate and that time shall not be deemed "time worked" for the purposes of computing weekly overtime. If the call-out is more than two (2) hours, the hours shall be added to the employee's hours actually worked during that week and paid accordingly.

Section 5: If an employee is required to work on a legal holiday designated by this Agreement, he shall be paid, in addition to holiday pay compensation, at one and one-half (1 ½) his regular hourly rate for time actually worked.

Section 6: Employees will be expected to report for work at times other than their regularly scheduled shifts for snow and ice removal and control and other emergencies upon notice by the First Selectman, the Foreman or their designee.

Section 7: Overtime shall be made available in order of seniority in rotation. Anyone assigned overtime must be qualified to perform the work.

Section 8: Any employee who notifies his Foreman prior to the start of his regularly scheduled work day of his intention not to work overtime that day shall not be required to work beyond his normal finish time. If more than one employee shall so notify the Foreman then the Employer reserves the right to limit the application of this Section to one employee based upon seniority.

Section 9: The Employer agrees that each employee in the bargaining unit shall be guaranteed the right to work a minimum of forty (40) hours each calendar week, Monday through Friday from 7:00 A.M. to 3:00 P.M. No employee shall be required to "punch out" early or have his

regular work day shift shortened or curtailed because of having worked overtime unless the employee's physical condition would constitute a hazard to himself or others in the performance of his duties. Such determination shall be made by the Foreman.

Section 10. Employees shall have the right to select working schedules only if the Town shall institute "split shifts" or staggered work schedules on a regular basis.

Section 11. Qualified employees shall be allowed reasonable time off at the discretion of the Road Foreman/Public Works Director with pay to respond to fire or medical emergencies in town only.

Section 12. When extensive over time is required for a storm and an employee is sent home there will be a guarantee of 4 hours of time off. If the employee is called back prior to 4 hours of time off they will be paid from the time they were originally sent home.

Section 13. Continuous Work – In the event a work day project goes beyond the scheduled end of shift and overtime is required, the bargaining unit employee/employees can stay for overtime without going by the rotational schedule. If any employee cannot stay then the next on the rotation would be asked to stay. If the employee staying is next on the list, then he/she would go to the bottom of the “on call” rotation list.

ARTICLE VII: WAGES AND JOB CLASSIFICATION

Section 1: The job classification and rate of compensation during the terms of this agreement shall be as follows:

	<u>7/1/16</u>	<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>
Crew Chief	27.24	27.74	28.24	28.84
Fleet Tech/Mechanic	26.23	26.73	27.23	27.83
Equip. Operator	25.13	25.63	26.13	26.73
Driver/Laborer	24.58	25.08	25.58	26.18

Section 2: Rates for General Assistance, casual and "summer" employees shall be as determined solely by the Employer but shall not exceed the rate herein for regular employees performing similar tasks. Other newly-hired employees shall be paid one dollar (\$1.00) per hour less than the indicated rate for their period of probation. The Fleet Tech/Mechanic without ASE Certification shall be paid one dollar (\$1.00) per hour less than the indicated rate until ASE Certification is achieved.

Section 3: The Employer shall have the right to assign employees work on jobs outside of employee's classification, if the employee is qualified. Except for work which is incidental to the tasks required of his own classification, if the employee works at a job normally requiring a higher job classification, he shall be paid at the higher rate for any/all hours worked at the higher rate. Operator duties are assigned in order of seniority by the Foreman/Public Works Director. When multiple pieces of equipment are being used

simultaneously the Foreman/Public Works Director shall determine which senior employees will run what piece of equipment. When employees in order of seniority "opt out" of operator duties it shall be determined by the Foreman/Public Works Director who will operate.

Section 4: An employee may be assigned for the purpose of upgrade training to a higher classification at his regular hourly rate. However, the qualifying standards shall be mutually agreed to by the Union and the Employer.

Section 5: 1) The employer shall have a time clock at the town garage or have each employee fill out a time sheet to report time worked. Each employee shall "punch" his own time card in and out. If time sheets are used each employee shall sign their time sheet.

2) For payroll and overtime purposes, the work week shall begin at 12:00 a.m. Sunday and shall run through the following Saturday. Pay will be distributed weekly by noon on the following Friday with a separate accounting of deductions.

Section 6: The mechanic shall be expected to furnish and maintain his own tools. He shall be paid an additional annual sum of \$350 on July 1, 2016; \$375 on July 1, 2017; \$400 on July 1, 2018; and \$425 on July 1, 2019 as a tool maintenance allowance which shall be in addition to his regular compensation.

Section 7: An employee operating heavy equipment shall receive operator's pay for hours actually worked operating the heavy equipment.

ARTICLE VIII: HOLIDAYS

Section 1: All employees covered by this Collective Bargaining Agreement shall receive "holiday pay" for each of the following designated legal holidays not worked, irrespective of the day of the week on which the holiday may fall, at the rate of eight (8) hours of pay.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
1/2 Day on Christmas Eve	

Any day declared a holiday by the State or Federal Government.

Each employee covered by this Agreement shall receive a floating holiday to be used at the employee's discretion and the employee picks the day.

Section 2: When a holiday falls on a Saturday, the preceding Friday may be observed as the holiday. When a holiday falls on a Sunday, the following Monday may be observed as the holiday. If the observance is to be on the preceding Friday or following Monday, the Employer shall cause a notice of such observance to be posted at the Town Garage at least one (1) week before the day off.

Section 3: Each employee shall also be entitled to take four (4) personal holidays, allowable in one hour increments. An employee shall notify his supervisor at least one (1) working day prior to the day to be taken except in case of emergencies determined by the supervisor. If more than one employee shall elect to take off the same day, the Employer may decline permission for more than one employee to take said day if work schedules will be adversely affected. Seniority will apply in determining who may take the selected day. Personal Holidays shall be taken within the same fiscal year (July 1st – June 30th) it is credited. Personal Holidays not taken within the same fiscal year it is credited shall be forfeited.

Section 4: An employee must work the day before and the day after a holiday to receive holiday pay. Vacation, personal, floater, or compensatory time may be used. Sick leave may be used if accompanied by doctor's note or certificate of illness.

Section 5: For all time worked on Thanksgiving Day, Christmas Day or New Year's Day employees shall be paid double time in addition to holiday pay.

ARTICLE IX: SICK LEAVE

Section 1: Each full-time employee in the bargaining unit shall be entitled to fifteen (15) days of sick leave each year starting on July 1st. Sick leave days shall be credited to the employee's account at the end of each fiscal year and may be accumulated up to one-hundred (100) days. Upon retirement, the Town shall pay the employee fifty percent (50%) of those sick days in the employee's account.

Section 2. During the first year only of an employee's employment, seven and one half (7 ½) days sick leave will be credited to the employee's account at the end of six (6) months and the remaining seven and one half (7 ½) shall be credited to the employee's account for that year at the end of his first year of service.

Section 3: An employee may be required to submit medical evidence (a doctor's certificate) of illness, if he is absent more than three (3) consecutive days or if an employee is judged to be abusing sick leave policy or fails to report for overtime when so notified.

Section 4: It is expressly understood that employees shall use sick leave only for instances where they are ill and sick pay shall not be used in lieu of days off, personal time or to extend vacations. Sick Leave may be taken to care for family members (ie. mother, father, spouse, child). Violations of this Section shall be cause of disciplinary proceedings.

Section 5: Any employee out of work with an injury covered by Workmen's Compensation shall be allowed to use his accumulated sick leave to supplement Workman's Compensation payments so that his income is equal to his income prior to his injury.

Section 6: Employees will be allowed to contribute up to five (5) sick days each fiscal year to a sick bank for the benefit of other bargaining unit members.

ARTICLE X FUNERAL LEAVE - JURY LEAVE

Section 1: Funeral leave shall be granted to an employee who is absent from his scheduled work because of the death of his father, mother, spouse, brother, sister, son, daughter, father-in-law or mother-in-law, grandparent or grandchild. Funeral leave shall not exceed pay for three (3) days of eight (8) hours in each day at the employee's regular hourly rate. One day funeral leave shall be granted in case of the death of an aunt, uncle, brother-in-law, sister-in-law, nephew and niece. The Town reserves the right to request documentation. In those cases where the funeral takes place more than five hundred (500) miles from Woodstock and the employee attends the funeral, the employee shall be granted an additional day to return home.

Section 2: Any employee who is required to serve as a juror shall be entitled to a leave of absence with pay for each day he is in attendance at Court. The amount of compensation paid the employee during any such leave shall be the difference between his compensation for jury duty and the amount due him as an employee at his regular hourly rate. The employee will submit a certification showing the number of days his attendance in Court was required.

ARTICLE XI :ANNUAL VACATION

Section 1: Each employee covered by this Agreement is entitled to an annual vacation and shall be granted full pay at his current hourly earnings for such vacation in accordance with the following schedule:

Length of Service	Vacation
One (1) – Four (4) Years	Ten (10) Days
Five (5) – Nine (9) Years	Fifteen (15) Days
Ten (10) – Nineteen (19) Years	Twenty (20) Days
Twenty (20) Years and Over	Twenty Five (25) Days

Section 2: Beginning on July 1, 2008, the effective date of this contract, vacation leave shall accrue and be credited to any employee at the beginning of each of the Town's fiscal years (July 1st), based on the employee's completed years of service. Vacation shall be taken within the same fiscal year (July 1 — June 30th) it is credited. Employees shall indicate their vacation preferences to the Employer during the month of March each year. Choice of vacation shall be on the basis of seniority in case of conflicts with the work schedules. Any employee with more

than two (2) weeks' vacation shall be guaranteed his choice of vacation only as to the extent of two consecutive weeks. Any employee who shall fail to select a vacation period during the month of March may take vacation time upon two weeks' notice to the Town so long as it does not conflict with work schedules and other vacations previously scheduled, regardless of seniority. Vacation weeks may be taken during the winter months of December through March, but no more than one person at a time.

Section 3: Vacation not taken within the same fiscal year it is credited shall be forfeited. No employee taking a scheduled vacation period shall be subject to call-back.

Section 4: If an employee takes his vacation during a period which includes one of the holidays granted under this Agreement, he shall be entitled to an additional day of vacation.

Section 5: Upon discharge by the Employer or quit by the employee, earned vacation time and pay shall be included in all final wage payments. In the case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

Section 6. When an employee's transition date occurs based on his/her anniversary date, the employee may use that additional (1) week of vacation time from his/her anniversary date to the following June 30. The employee may take the balance of his/her accrued vacation time after June 30. This request must be made in writing to his/her supervisor. For purposes of this provision, "transition date" means an employee's anniversary date on which the employee accrues one (1) week more of vacation time than on the prior anniversary date. ("Transition dates" under the Town's vacation policies fall on employees' 1st, 5th, 10th and 20th anniversary dates.)

ARTICLE XII : GENERAL

The following conditions of employment are to be considered a part of this Agreement:

- a) Two fifteen (15) minute coffee breaks per day at the job site. Morning break at 09:00 H. Afternoon break at 12:00 H. Employees may eat sandwich etc. during this fifteen (15) minute period, not to exceed fifteen minutes.
- b) During inclement weather, the Employer will continue to find work for its employees.
- c) Employees shall be allowed a forty-five (45) minute period for breakfast and supper without going "off the clock" while engaged in plowing or sanding operations which extend through these meal periods. For the purpose of this section, the breakfast period shall be 6:00 A.M. to 8:00 A.M. and supper period shall be from 5:00 P.M. to 7:00 P.M.
- d) Except *as* specifically provided herein, subcontractors or casual employees shall not be hired to do work normally performed by bargaining unit employees except in case of emergency, unavailability of qualified bargaining unit employees, or, in the case of plowing or sanding operations, when all qualified bargaining unit employees are working.

e) Employees will not be responsible for operational duties of the transfer station. Union will have volunteer sign-up sheet for work at the transfer station.

f) Any employee required to attend school or obtain certification by the Employer shall have tuition and related materials paid for by the Employer. Any classes which occur at times the employee is not being paid by the Town shall result in two hours pay at the regular rate for the employee. Those hours shall not count towards overtime.

g) The Employer will provide lockers at the Town Garage for the employees.

h) The employer will pay a \$130 annual allowance on July 1, 2016; \$140.00 on July 1, 2017; \$150 on July 1, 2018; and \$160.00 on July 1, 2019 to employees using personal cell phones for town related business. Each employee must supply the employer with their cell phone number to receive the annual allowance.

i) If the Town Hall is closed due to inclement weather, the Highway Department will receive equal time off to be taken at a later time.

ARTICLE XIII : ACCESS TO PREMISES

A duly authorized officer or union representative shall be permitted to enter the Employer's premises for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. Such officer or representative shall notify the First Selectman of the Town of Woodstock in advance of such visit.

ARTICLE XIV : COURT APPEARANCES

When an employee is required to appear in any Court for the purpose of testifying in a "civil" matter, or in any other matter in which he is not a party, because of any accident he may have been involved in during working hours, while on Town business, such employee shall be reimbursed in full by the Employer for all earning opportunity lost because of such appearance.

ARTICLE XV : EQUIPMENT, SAFETY, UNIFORMS AND PROTECTIVE CLOTHING

Section 1: Safety Equipment shall be worn by the employee as per OSHA, vehicle/equipment operator's manuals and the Town of Woodstock Personal Protective Equipment Policy. Any employee not wearing proper PPE while performing duties requiring such may face disciplinary action.

Section 2: The Employer shall provide protective clothing and such other distinctive clothing which may be required to be worn by OSHA or any other regulatory agency including gloves, hardhats and vests in the performance of an employee's duties. One set of foul weather gear shall be provided. This includes one set of rain gear (coat and pants) and one pair rain boots.

Section 3: The Employer will pay the amount of \$275.00 on July 1, 2016, \$300.00 on July 1, 2017, \$300.00 on July 1, 2018 and \$300 on July 1, 2019 to each employee for safety shoes upon proof of purchase.

Section 4: The Employer shall provide uniforms that all employees must wear. The Employer is responsible for the cleaning of the uniforms. The Employee is responsible for the cost of any uniform item damaged due to the negligence of the employee.

Section 5: The Employer shall maintain all motor vehicle equipment in good working order and shall not require an employee to operate any such vehicle if the operation would constitute a violation of State Statutes.

Section 6: The employee shall report all defects of equipment to the Employer on such forms or in such manner as the Employer may require.

Section 7: Employees operating any town owned vehicles, or while on the "clock" shall wear their seat belt per Connecticut State Law.

Section 8: The Union and the Employer shall cooperate in the enforcement of reasonable safety rules and regulations. The employer shall appoint a bargaining unit member as the Safety Officer. The appointed Safety Officer shall receive a stipend of \$75.00 per month.

Section 9: The Employer shall appoint a Spill Prevention and Storm Water Management Officer. The appointed Spill Prevention and Storm Water Officer shall receive a stipend of \$75.00 per month.

ARTICLE XVI: MISCELLANEOUS

Section 1: Accident Reports — Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee before going off duty, and before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident.

Section 2: Examinations — All examinations when required by the Employer and performed under his direction shall be paid for by the Employer. If an employee is required to submit to medical examination by the Employer outside of normal working hours, then such employee other than an applicant shall be paid for all time required to take all examinations, not to exceed two (2) hours at straight time hourly rate of pay.

Section 3: Bulletin Boards — The Town shall place bulletin boards at appropriate locations in the various areas covered by this Agreement for the use of the Union. Such bulletin boards shall be used only for official union business. Copies of notices posted shall be given to the Employer.

Section 4: All full time bargaining unit employees must have a valid State of Connecticut Commercial Driver's License and a valid Drivers Medical Card.

Loss of License

In the event an employee who is required to maintain a CDL license loses such license, the following discipline may be imposed by the employer.

First (1st) offense: The employee may be placed on administrative leave without pay for the period of the license suspension unless the employer has work that does not require a CDL license or the employee may be terminated.

Second (2nd) offense: The employee may be terminated.

ARTICLE XVII : LIE DETECTOR TEST

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XVIII : CREDIT UNION

The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Teamsters Credit Union once each month. The Employer shall not make deductions and shall not be responsible for remittances 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 deductions.

ARTICLE XIX : GRIEVANCE PROCEDURE

Section I: A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement.

Section 2: Grievances shall be handled in the following manner:

Step 1: The aggrieved employee(s) accompanied by the steward shall meet with the Highway Foreman within two (2) working days of the event giving rise to the grievance.

Step 2: If the grievance is not settled satisfactorily at the first step, the aggrieved employee(s) must present the grievance in writing to the steward, the Union and the First Selectman within three (3) working days after the first meeting. The First Selectman, or his designee, shall meet with the Union representative, steward and aggrieved employee(s) within a reasonable time following receipt of such written

grievance. The First Selectman or his designee shall render a decision on said grievance within a reasonable time following such meeting.

If Steps 1 and 2 hereof have been complied with and a settlement of the grievance has not been effected, then the matter shall proceed to Step 3.

Step 3: If no settlement is effected at Step 2, only the Employer or the Union may process the grievance to arbitration by submitting it to the American Arbitration Association (Hartford Regional office) with a copy to the other party, for arbitration under the Association's Voluntary Labor Arbitration Rules. The arbitrator's fee and all other costs of the arbitration procedure, other than attorney's fees and other costs incurred individually by each party in its own case, shall be equally shared by the parties. The arbitrator may interpret this contract and apply it to the particular case submitted, but shall have no power to add, subtract from, or in any way modify the terms of this contract. The Arbitrator shall not add to or subtract from the wording or intent of the contract. The arbitrator's decision shall be final and binding upon the Employer, the employee(s) and the Union, provided that it is not contrary to law.

Section 3: The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible and as quickly as possible to insure efficiency and employee morale. It shall be the responsibility of all parties to come to a quick and amiable solution.

ARTICLE XX: DISCIPLINARY ACTION

Section I: The Employer shall not take disciplinary action against any employee except for just cause. The following shall be cause for immediate dismissal:

- 1) Intoxication while on the job or driving or operating Town equipment while under the influence of liquor or drugs.
- 2) Intentional damage to Town property or reckless use of Town property.
- 3) Conviction of any crime for actions arising out of or occurring while the employee is on the job, operating the employer's equipment or on the Employer's property.
- 4) Insubordination.
- 5) Operation of Town vehicles while the employee's right to operate are under suspension or have been revoked by the Motor Vehicle Department of the State of Connecticut.
- 6) Participation in a strike or work slowdown.
- 7) Unauthorized passengers in Employer's vehicles.

Section 2: The Employer shall have the right to take all reasonable disciplinary action against employees for conduct or behavior in violation of the terms of this Agreement, in violation of work rules or past practices not covered under the terms of this Agreement or for work-related activities which adversely affect the Employer or other employees.

Section 3: The Employer may discharge or suspend, without pay, any employee for disciplinary reasons or may cause verbal or written warnings to be issued which shall become part of the employee's record. The Employer, in imposing disciplinary sanctions, may consider an employee's past record, as well as the instant offense. All warning letters shall lose force and effect after nine (9) months. No employee shall be discharged (except *as* provided in Section 1) without having received a prior warning notice for the offense.

Section 4: All disciplinary procedures shall be subject to the grievance procedure.

ARTICLE XXI : SAVINGS CLAUSE

If any article, 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 provisions herein shall become inoperative or fail by reason of the 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.

ARTICLE XXII : MILITARY LEAVE

Section 1: Any employee required to undergo field training with a reserve component of the Department of Defense or any other state militia shall be entitled to a leave of absence not to exceed two (2) weeks in any calendar year, with the exception of a national or state emergency as declared by the President of the United States or the Governor of the State of Connecticut.

Section 2: The amount of compensation shall be the difference of his military pay and the amount due him as an employee. If his military pay exceeds his compensation as an employee, the military pay will prevail.

Section 3: Any employee who is required to serve on active duty shall, at the end of his tour of duty, be re-employed by the Town. He must, within ninety (90) days of the end of his tour of duty, reapply for employment or lose his re-employment rights. He shall be credited for such absence with years of service and rights of seniority.

ARTICLE XXIII : HEALTH SERVICES AND INSURANCE

Section 1. Town Contributions: The TOWN OF WOODSTOCK agrees to pay into the General Teamsters Local 493 Health Services and Insurance Plan such amounts as shall be required under this agreement, or any successor agreement, upon receipt of notice from the Local Union of the amount of starting date of such contribution rate. Payments to this Fund shall be based upon all hours paid for or worked by any employee covered by this Agreement, irrespective of his status with the Employer, as provided below, with a maximum of forty (40) hours per week for each employee employed by it. Such payments shall be made monthly to the Fund, not later than twenty (20) days after the close of the month. Hourly contributions must be made for each hour paid for or any portion thereof, computed to the nearest quarter hour, as well as hours of paid vacation, paid holidays or other hours, for which pay is received and the hours provided below. The range of contribution established by this Agreement with the effective date thereof are as follows:

EFFECTIVE	AMOUNT PER HOUR
July 1, 2016	\$9.80
July 1, 2017	\$9.85
July 1, 2018	\$9.90
July 1, 2019	\$9.95

Section 2. Employee Contributions: Commencing on July 1, 2016, and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, each employee shall contribute \$0.00 per hour toward the cost of the Health Services and Insurance Plan.

Section 3. Commencing on July 1, 2016, and for the duration of the current collective bargaining agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the respective Fund as follows:

Commencing with the 1st day of July, 2016, the Employer shall contribute to the respective Health Services and Insurance Plan the sum of \$9.80 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 \$392.00 per week for any one employee.

Commencing with the 1st day of July, 2017, the Employer shall contribute to the respective Health Services and Insurance Plan the sum of \$9.85 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 \$394.00 per week for any one employee.

Commencing with the 1st day of July 2018, the Employer shall contribute to the respective Health Services and Insurance Plan the sum of \$9.90 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 \$396.00 per week for any one employee.

Commencing with the 1st day of July 2019, the Employer shall contribute to the respective Health Services and Insurance Plan the sum of \$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 \$398.00 per week for any one employee.

For the purpose of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee shall be counted as hours for which contributions are payable, up to a maximum of forty (40) hours per week per employee.

If an 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 period of four (4) weeks, for thirty-two (32) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of thirty-two (32) hours for each such week until the employee returns to work, however such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months, unless required by Section 31-284b of the Connecticut General Statutes for a long period.

Hourly contributions to the Health Services and Insurance Plan must be made for each hour worked on 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 1st hour of employment subject to this collective bargaining agreement except that no contribution shall be required with respect to work performed by those employees who are hired or who perform activities for the employer pursuant to Article I Section 2 of this contract even though they may be performing bargaining unit work from time to time.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services Fund.

If an Employer fails to make contributions to the Health Services- and Insurance Plan within 72 hours after the notice of delinquency the Local Union shall take whatever steps are necessary to secure compliance with this Article and provisions of this agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties which may be assessed by the Trustees. The Employer's liability for delinquent payment hereunder shall not be subject to the Grievance Procedure of arbitration provided under this Agreement. The Employer and the Union which are signatories hereto ratify the designation of the Employer and Employee Trustees under the Agreements and Declarations of Trust establishing the Health Services to which contributions are payable, and ratify all actions already taken, or to be taken, by Trustees of such Funds, within the scope of their authority.

During the term of this agreement the employees covered under this Article shall be afforded coverage which is equivalent to that under the plan presently designated by the Health Service and Insurance Fund as Teamster Plus Plan.

ARTICLE XXIV: DRUG & ALCOHOL TESTING

Section 1: Random drug and alcohol testing shall be performed on all employees as per Town of Woodstock Fitness For Duty Program (substantially the same as presented to the Town by Professional Testing Services and reviewed by the Town's Attorney). See Appendix A to this contract.

ARTICLE XXV — COMPENSATORY TIME

Section 1. Employees at their discretion may elect to exchange overtime pay for compensatory time. Compensatory time shall be calculated equal to the manner in which overtime is calculated.

Employees may take compensatory time at the discretion of the road foreman. Employees may not take compensatory time if it interferes with approved vacation time or creates an overtime situation, and not during times related to inclement weather. Employees shall not accumulate compensatory time in excess of forty (40) hours. Employees shall use compensatory time within the same fiscal year in which the time is accrued.

ARTICLE XXVI : PENSION

All members of the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement Fund (CMERF), Fund B pension plan.

ARTICLE XXII — DURATION

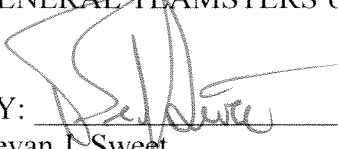
The duration of the contract shall be from its effective date of July 1, 2016, to June 30, 2020.

Either party wishing to terminate, amend or modify such contract shall notify the other party in writing in no more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to such expiration date. This contract shall remain in full force and effect until a new agreement is reached.

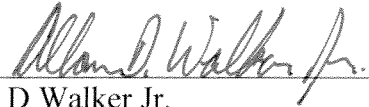
IN WITNESS WHEREOF, said Parties have caused this agreement to be executed by the duly authorized representatives as of the 1st day of July, 2016 to June 30, 2020.

Signed, Sealed and Delivered in
the Presence of:

GENERAL TEAMSTERS UNION, LOCAL #493

BY: 
Bevan J. Sweet
President/Business Agent

TOWN OF WOODSTOCK

BY: 
Allan D Walker Jr.
First Selectman