

TOWN OF SUFFIELD
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 671

HIGHWAY DEPARTMENT

Effective July 1, 2020
through
June 30, 2024

TABLE OF CONTENTS

		Page
ARTICLE I	RECOGNITION	3
ARTICLE II	WAGE DEDUCTIONS	3
ARTICLE III	MANAGEMENT RIGHTS	4
ARTICLE IV	GRIEVANCE PROCEDURE	5
ARTICLE V	HOLIDAYS	6
ARTICLE VI	VACATION AND TERMINAL LEAVE	7
ARTICLE VII	SICK LEAVE AND OTHER LEAVE PROVISIONS	10
ARTICLE VIII	INSURANCE AND PENSION PROGRAM	13
ARTICLE IX	CLASSIFICATION AND WAGES	17
ARTICLE X	HOURS OF WORK AND OVERTIME	19
ARTICLE XI	SENIORITY	21
ARTICLE XII	GENERAL PROVISIONS	22
ARTICLE XIII	SUBSTANCE ABUSE POLICY	24
ARTICLE XIV	TERMS OF AGREEMENT	29
APPENDIX I	AUTHORIZATION FOR DUES DEDUCTION	30
APPENDIX II	REQUEST TO DISCONTINUE DUES DEDUCTION	31
APPENDIX III	TREE WARDEN MOU	32
APPENDIX IV	TAKE HOME VEHICLES	33

TOWN OF SUFFIELD - HIGHWAY CONTRACT

PREAMBLE

This Agreement, entered into by and between the Town of Suffield, a municipal corporation in Connecticut, hereinafter referred to as the "Town" and Teamsters Local 671, International Brotherhood of Teamsters hereinafter referred to as the "Union", is designed to maintain and promote harmonious relations between the parties and to secure prompt and equitable dispositions of grievances, in order that more efficient and progressive public service may be rendered.

ARTICLE I RECOGNITION

- 1.0 Pursuant to the Decision and Certification of Representative issued by the Connecticut State Board of Labor Relations on April 17, 2001, **Teamsters Local 671**, International Brotherhood of Teamsters is recognized by the Town as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all employees of the Highway Department and Landfill of the Town of Suffield - except supervisors and temporary and part-time employees. A temporary employee is defined as one hired for seasonal work whose duration of employment is not expected to be longer than four months. A part-time employee is an employee who is working on a regular schedule of less than twenty (20) hours per week.

ARTICLE II WAGE DEDUCTIONS

- 2.0 The Town agrees that, upon the written authorization of any employee in the bargaining unit, as defined in the Contract, it will make a monthly deduction from the wages of such employee. Such authorization shall be made upon a form entitled "Authorization for Dues Deduction," a facsimile of which is attached hereto and made a part hereof (Appendix I), and shall be submitted at least thirty (30) days before it is to become effective.

Any request for discontinuance of dues deductions shall be made upon a form entitled "Request to Discontinue Dues Deduction," a facsimile of which is attached hereto and made a part hereof (Appendix II), and shall be submitted at least thirty (30) calendar days before it is to become effective. No refund will be made to any employee in the event of his/her failure to comply with this provision. All deductions

under this Section will be made from wages payable on the first regular payroll of each month.

- 2.1 The total amount deducted in accordance with the provisions of this contract will be remitted by the Town, together with the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions.

ARTICLE III MANAGEMENT RIGHTS

- 3.0 Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this agreement, the Town 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 absolute right, responsibility and prerogative of management of the affairs of the Town and direction of the working force, including, but not limited to the following:
- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
 - b. To establish or continue policies, practices and procedures for the conduct of Town business and from time to time, to change or abolish such policies, practices or procedures.
 - c. To discontinue processes or operations or to discontinue their performance by employees.
 - d. To select and to determine the number and types of employees required to perform the Town's operations.
 - e. To employ, transfer, promote, or demote employees, or to layoff, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department. The manner of exercise of these rights by the Town may be grievable under the grievance procedure.
 - f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- g. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
 - h. To establish contracts or sub-contracts for municipal operations provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
- 3.1 The above rights, responsibilities and prerogatives are inherent in the legislative body of the Town of Suffield, and in the Chief Executive Officer of the Town of Suffield (who, under the form of government in effect in the Town of Suffield at the time of the execution of this Agreement, shall be understood to be the Board of Selectmen acting through the First Selectman or his/her designee) by virtue of statutory provisions, and are not subject to review or determination in any grievance or arbitration procedure, but the manner of exercise of such rights may be subject to grievance procedure described in this Agreement.

ARTICLE IV GRIEVANCE PROCEDURE

- 4.0 Should any employee or group of employees in this bargaining unit feel aggrieved concerning his/her or their wages, hours, or conditions of employment, which wages, hours or conditions of employment are controlled by this contract, or which are provided for in any statute, charter, provisions, ordinance, rule, regulation or policy which is not in conflict with this contract, or concerning any matter or condition affecting his/her or their health or safety beyond normal working conditions, and any claim or unjust discrimination, adjustment shall be sought as follows:
- a. The aggrieved employee, in the presence of any authorized Union Representative, if the employee so desires, shall first notify his immediate supervisor of the nature of the grievance within five (5) working days of its occurrence. If the grievance is not resolved to his/her satisfaction within three (3) working days after such notification, then,
 - b. The employee shall put the grievance in writing and sign it or have his Union Representative sign it. Within five (5) working days after the original notification to the supervisor, the employee or the Union shall submit such grievance in writing to the Department Head setting forth the nature of the grievance. Within two (2) working days after said Department Head received such grievance, he shall arrange to and shall meet with the

representative of the Union for the purpose of adjusting or resolving such grievance. If such grievance is not resolved to the satisfaction of the Union within three (3) working days of such meeting then,

- c. The employee shall put the grievance in writing and sign it or have his Union Representative sign it. Within fifteen (15) working days after the original notification to the supervisor, the Union shall submit such grievance in writing to the Chief Executive Officer of the Employer or his designee (who, under the form of government in effect in the Town of Suffield at the time of the execution of this Agreement shall be understood to be the Board of Selectmen acting through the First Selectman or his/her designee) setting forth the nature of the grievance. Within five (5) working days after said Chief Executive Officer or his/her designee received such grievance, he shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. If such grievance is not resolved to the satisfaction of the Union by a written communication from the Chief Executive Officer (which resolution, if the Board of Selectmen constitutes the Chief Executive Officer, shall be by a majority vote of the three Selectmen) within five (5) working days after such meeting then,
 - d. The aggrieved employee of the Union, within ten (10) working days after receipt of such written communication from the Chief Executive Officer, may file notice of appeal to the Connecticut State Board of Mediation and Arbitration for arbitration, which notice of appeal shall provide that all costs will be borne equally by the Town and the Union. The decision of the arbitrator shall be final and binding on both parties.
- 4.1 Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself in these procedures, provided, however, that only the Union may file a grievance to arbitration.
 - 4.2 The time limits specified herein MAY be extended by agreement of the parties. If an agreement is made to extend the time limits, such agreement must be reduced to writing and signed by both parties. Absent an extension, the failure by the Union to comply with the time limits of this procedure will result in the grievance being resolved on the basis of the last response by the Town, and the failure of the Town to comply with the time limits of this procedure entitles the Union to proceed to the next step of the process.

ARTICLE V HOLIDAYS

- 5.0 Members of the bargaining unit shall be granted thirteen (13) paid holidays as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Floating Holiday	

A floating holiday is to be taken by mutual agreement between the employee and Employer. Such holiday shall not be considered a regular holiday for overtime purposes and each employee will be required to actually take a day off from work in order to receive holiday pay.

Any other holiday that the Town declares as a legal holiday shall be added to the list.

- 5.1
 - a. When a specified holiday falls on Saturday, the holiday leave shall be on the preceding day, Friday.
 - b. When a specified holiday falls on Sunday, the holiday leave shall be granted on the following day, Monday.
 - c. By mutual agreement of the Union and the Chief Executive Officer, the Chief Executive Officer may substitute throughout the bargaining unit, another day for one of the holidays listed above if such substitution is made applicable to all other Town employees as well.
- 5.2 Whenever a holiday occurs during regular vacation, the employee shall be credited the holiday in addition to this vacation.
- 5.3 Whenever any of these holidays occur while any employee is out on sick leave, there will be no charge to sick leave for that holiday.
- 5.4 Nothing in this agreement shall in any way abridge the Town's right to schedule employees to work on recognized holidays subject to compensation provisions included in Article X of this contract.

ARTICLE VI VACATION AND TERMINAL LEAVE

- 6.0 Employees hired prior to July 1, 1995 will receive paid vacation according to the following schedule:

On July 1, if you have:	You will be credited with the following number of vacation days annually
*Six months to 1 year of service	5 work days
At least 1 year of service	10 work days
At least 3 years of service	15 work days
At least 6 years of service	20 work days
At least 15 years of service	25 work days

- 6.01. a. Employees hired on or after July 1, 1995 will receive paid vacation according to the following schedule:

On July 1, if you have:	You will be credited with the following number of vacation days annually
* Six months to 1 year of service	5 work days
At least 1 year of service	10 work days
At least 4 years of service	15 work days
At least 7 years of service	20 work days

* In the first year of employment, five (5) work days of earned vacation may be taken upon completion of the first six (6) months of service. The overall earned vacation for the first year of employment shall not exceed ten (10) days.

The Union and the Town agree that the system crediting employees with vacation leave on July 1 of each year based on years of service will cease effective July 1, 2021, when employees will accrue vacation leave based on date of hire only. On July 1, 2021, all bargaining unit employees will be credited with time earned between July 1, 2020 and June 30, 2021. On an employee's next anniversary date of hire following July 1, 2021, s/he will receive a pro-rated amount of vacation leave accrued from July 1, 2021 to such anniversary date, and will receive a full year of accrued time on the following year's anniversary date. It is the intent of this provision that no employee will lose any accrued vacation time as a result of the change from fiscal year accrual to anniversary year accrual.

The date for determining length of service for vacation eligibility shall be the employee's anniversary date of employment, as outlined above.

- 6.1 b. Employees may be able to carry over five (5) vacation days (non-cumulative) into next year, with permission of the Department Head.
- 6.2 Employees may take their vacation leave in accordance with schedules established by the Department Head, throughout the year. The Department Head may, however, limit the number of employees on vacation at any one time because of the operating requirements of the department. In the event there is a conflict

concerning the choice of vacation weeks between employees, the Department Head shall give preference on the basis of greatest length of service.

- 6.3 If the workload of the department makes adherence to the vacation schedule impracticable or undesirable, vacation leave may be postponed at the discretion of the Department Head; but in requiring such postponement employees having the greatest length of service shall be given preference over those with less service. Vacation leave so postponed shall accrue to the employee's credit, notwithstanding the above provision for a maximum of such leave.
- 6.4 For the purpose of computing vacation leave, only dismissal or resignation will break the continuity of service. Other leave, except sick leave, will deter vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six (6) months service. However, upon completion of six (6) months service, employees shall have their accrual of such leave computed from the date of their original appointment.
- 6.5 In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick day to his sick leave, provided a doctor's certificate verifies the illness.
- 6.6 An employee leaving on vacation may be granted pay due him for his accrued vacation time, provided he submits a request for such pay to his Department Head not less than ten (10) calendar days in advance.
- 6.7 Employees who resign in good standing or who are laid off shall be paid for any unused vacation leave that has accrued to their last day of service. An employee shall be considered to resign in good standing if he notifies his Department Head of such resignation at least fifteen (15) calendar days in advance of his last day of service. Employees who retire shall be entitled to use any accrued vacation leave prior to the effective date of their retirement, but any accrued vacation not so used shall be forfeited and in no case may a period of vacation delay retirement beyond the date of compulsory retirement as provided by the Town Pension Plan. Vacation leave shall not further accrue during the period of terminal leave.
- 6.8 Employees terminated for cause shall not be paid out any accrued vacation leave.
- 6.9 Accrued vacation leave or authorized overtime for which payment is due shall be considered to be earned and payable upon death of any employee to such person or persons entitled by law to receive any compensation due such employee.
- 6.10 Vacation schedules shall be posted on the bulletin board.

ARTICLE VII SICK LEAVE AND OTHER LEAVE PROVISIONS

- 7.0 Paid Bereavement Leave. An employee shall be entitled to four working days off with pay, if a death occurs in his immediate family. Immediate family is defined as:

Spouse, mother, father, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, brother, sister, and relatives customarily living in the employee's immediate household.

Permission shall be granted by the Department Head for time off with pay due to the death of a relative outside of the immediate family, but such time off if granted, shall be limited to one day. If the funeral of a member of the immediate family takes place further than 250 miles from the employee's residence, he shall be granted an additional day off with pay provided documentation substantiating the request is submitted to the Town. Acceptable documentation includes an obituary, travel tickets or a written statement by the employee.

7.1 Paid Sick Leave.

- 7.1.1 Each employee shall be granted ten (10) sick days per year, which shall not be cumulative. Employees hired between January 1st and June 30th of a fiscal year shall receive a pro-rata calculation of sick days for that year. Employees hired between July 1st and December 31st of a fiscal year shall receive their full allotment of sick days.

The Town shall compensate each bargaining unit member for one-half of the sick days authorized under this provision but not used by the employee, in accordance with the following:

Compensation shall be at the rate of pay in effect during the contract year when the days were earned.

Compensation shall be provided thirty (30) days after the end of the contract year during which the days were earned.

- 7.1.2 All employees shall be covered by Short Term Disability ("STD") and Long Term Disability ("LTD") Plans which shall be administered by the Town and paid for by the employees. Payment shall be made through payroll deductions upon the written authorization of each employee on a form entitled "Authorization for Short Term Disability and Long Term Disability Plan Premiums Deductions." The parties agree that, any agency fee are treated as a condition of employment, the STD and LTD deductions also shall be treated as a condition of employment. Effective July 1, 1995, each employee shall be compensated a gross monthly dollar amount, which

amount shall be equal to the gross dollar amount of his portion of the monthly premium for his coverage under this Section. Since that gross dollar amount shall be subject to state/federal withholding, any difference needed to pay the full premium amount shall be deducted from the remaining portion of the employee's paycheck.

If, as a result of tax law revision, STD/LTD benefits become taxable income, despite the fact that the premiums are being paid through employee payroll deductions, then the parties agree to reopen the provisions regarding the method by which premiums are paid.

- 7.1.3 STD benefits shall be payable on the first day of a non job related injury or on the eighth day after the onset of an illness, whichever is applicable. Upon request of the Department Head, verification of such injury or illness shall be provided (in connection with sick pay or disability insurance benefits).
- 7.1.4 STD benefits shall continue for up to twenty-six (26) weeks for each separate occurrence of illness or injury per fiscal year. STD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage plus the employee's average scheduled overtime for the three full calendar months previous to the leave.
- 7.1.5 STD benefits shall be supplemented by up to one hundred dollars (\$100.00) per week, so long as the total of the STD benefits and the one hundred dollars (\$100.00), or portion thereof, does not exceed the employee's regular weekly wage plus overtime. Employees will not be required to use up sick days before this benefit starts.
- 7.1.6 LTD benefits shall become payable if total disability continues beyond twenty-six (26) weeks (at which point STD benefits shall cease). LTD benefits shall consist of sixty percent (60%) of the employee's weekly wage (not to include scheduled overtime or any other compensation). LTD benefits shall continue for the period of covered disability until the employee is no longer disabled under the terms of the policy, is deceased, or reaches a normal retirement date, whichever comes first.
- 7.1.7 It is agreed that STD and LTD benefits shall be payable and administered in accordance with the carrier's policy. There shall be no change in benefit payments made without prior negotiations with the Union. However, any administrative changes, which do not significantly impact the employee shall not require prior negotiations with the Union.
- 7.1.8 1. Employees shall receive credited service for Pension Plan purposes for any period of time in which they receive STD benefits, so long as they continue to make their pension contributions during such period, according to the requirements set forth by the Town Retirement Commission. The

basis used for determining the employee contribution will be used in the calculation of final average pay.

2. Employees shall not receive credited service for Pension Plan purposes for any period of time in which they receive LTD benefits and such period of time shall not be used in calculating the employee's average final compensation.

3. It is understood that once an employee satisfies the eligibility for benefits requirements under the Pension Plan or the LTD policy, benefits may be payable in accordance with said plan or policy regardless of whether actual employment is terminated.

The Town shall make reasonable efforts to encourage the short-term disability/long-term disability insurance carrier to provide payment within two weeks. Both parties acknowledge that the payment schedule is subject to carrier approval, and the cooperation of the attending physician.

7.2 Sick leave shall not be considered as a privilege which an employee uses at his discretion, but shall be allowed only in cases of his or her sickness or disability.

7.3 An employee may use up to a maximum of two (2) days sick leave in any week he is receiving weekly disability, providing he has accumulated sick days prior to the absence and requests the sick days in addition to the disability benefit.

7.4 An employee on sick leave shall inform his Department Head of the fact and reason therefore as soon as possible, and failure to do so, within a reasonable time will be cause for denial of sick leave with pay for period of the absence. When the Department Head has reason to suspect that an abuse of sick leave is being or has been committed by an employee, the Department Head shall be entitled to counsel the employee and may give the employee a written warning notice. Thereafter, further counseling and/or progressive discipline action may be taken. The Town reserves the right to require the employee to have a physical exam by a doctor of the Town's choice and at the Town's expense. Such certificate from the doctor shall state the nature of the illness or injury and expected duration. Failure to provide such certificate shall be sufficient to deny sick leave.

7.5 If an employee is a member of the military reserve and is called for annual two weeks' training, the Town will pay the difference, if any, between his gross service pay and his gross regular pay for the period of required absence. Such time off will not be charged to the employee's vacation.

7.6 Unpaid Personal Leave of Absence. An employee requesting a leave of absence without pay may be granted the same at the discretion of the Chief Executive Officer (who, under the form of government in effect in the Town of Suffield at the time of the execution of this Agreement shall be understood to be

the Board of Selectmen), upon reasonable cause being given. Such leave shall not exceed ninety (90) days, but may be extended in cases of emergency for up to an additional ninety (90) days. During such leave of absence, insurance benefits will remain in effect. Seniority will continue to accumulate during the leave to a maximum of ninety (90) days.

- 7.7 Paid Personal Leave of Absence. Each regular employee shall be entitled to five (5) days per year personal leave. Such days are not cumulative. The Town shall compensate each employee for the unused days in a lump sum check on July 31 following the contract year ending June 30. Employees hired between January 1st and June 30th of a fiscal year shall receive a pro-rata calculation of personal days for that year. Employees hired between July 1st and December 31st of a fiscal year shall receive their full allotment of personal days.
- 7.8 Unpaid Family and Medical Leave will be in accordance with the Family Medical Leave Act.
- 7.9 Paid leaves for jury duty shall be granted upon presentation of summons for such duty. Payment for jury duty, excluding meal and travel allowance, shall be reimbursed to the Town.

ARTICLE VIII INSURANCE AND PENSION PROGRAM

- 8.0 A. The Town agrees to provide a program of medical, hospital, and dental insurance for full-time employees thirty six (36 hours and over) and enrolled dependents, including coverage for dependents in higher education programs until age twenty-three (23) for dental insurance and age twenty-six (26) for medical insurance in accordance with federal law. The program will be a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) component. Employees shall be required to pay the following percentages of the premium costs for the Medical, Hospital and Dental Insurance Programs:

For the HSA Health Savings Account Plan:

Retroactive to July 1, 2020 through June 30, 2021 – fifteen percent (15%)

July 1, 2021 through June 30, 2022 – sixteen percent (16%)

July 1, 2022 through June 30, 2023 – seventeen percent (17%)

July 1, 2023 through June 30, 2024 – eighteen percent (18%)

Dental insurance:

Retroactive to July 1, 2020 through June 30, 2021– twenty percent (20%)

July 1, 2021 through June 30, 2022 – twenty-one percent (21%)

July 1, 2022 through June 30, 2023 – twenty-two percent (22%)

July 1, 2023 through June 30, 2024 – twenty-three percent (23%)

The following identifies the terms and conditions of the insurance plans:

- B. The Town may substitute a medical and dental plan with the same or better benefits as the current Health Savings Account (HSA) Medical plan and the Cigna Dental PPO plan now in effect. The Town is free to select any reputable insurance carrier licensed to do business in the State of Connecticut and to advertise the plan to the marketplace periodically for competitive bid.
- C. Cigna Dental PPO Plan shall consist of the following key provisions:
 - Deductible \$50 Individual/\$150 Family (waived for Preventive Care.
Applies to Type II Basic Care and Type III Major Care only)
 - Maximum \$1000 per person/calendar year.
 - Orthodontia Rider \$1000 per Lifetime Maximum.
 - Dependent Children Maximum Age Limit: Age 19 or 23 if Student
- D. The Town agrees to provide group life insurance of \$70,000.00 coverage. Such coverage is limited to the employee only.
- E. All employees shall participate in the Health Savings Account (HSA) Medical Plan under the following conditions:

HSA 1

Health Savings Account \$2,000/\$4,000
Non-Gatekeeper

In-Network

\$2,000/\$4,000 Deductible – Plan Year
100% Co-insurance after deductible
\$4,000/\$8,000 Out of Pocket Maximum
\$0 Wellness, deductible waived

Out-of-Network

\$2,000/\$4,000 Deductible
80/20% Co-insurance after deductible
\$4,000/\$8,000 Out of Pocket Maximum

In Network Prescription Benefits (Effective July 1, 2021)

Rx\$5/\$30/\$45 after deductible – unlimited max
Mail Order \$5/\$60/\$90 after deductible
PS1 Platform

Active employees age 65 or over and not enrolled in Medicare can remain on the HDHP. However, active employees over age 65 who have chosen to sign up for Medicare Parts A & B can no longer contribute into the HSA, nor can the Town make contributions due to IRS regulations. Instead, the employee will be enrolled in the Medicare Supplement plan subject to the same level of premium cost share.

Cost Savings Measures

Accredo Specialty Pharmacy: Mandatory mail order for certain specialty drugs to treat cancer and diseases like Parkinson's.

Care Management: Pre-certification required for inpatient admissions and certain outpatient procedures including outpatient surgery.

ASH Medical Management: Authorization required after five (5) visits for physical therapy, occupational therapy and chiropractic care (NOTE: this provision may only be implemented by the Town after all bargaining units approve it).

The Town shall fund 40% of the deductible annually. The Town's portion of the deductible shall be deposited into employee Health Savings Accounts (HSA) account each year with one half (1/2) being deposited on or about July 1 and one half (1/2) being deposited on or about January 1.

The Town will pay all fees related to the initial account set up as well as maintenance fees for basic online statement and services. Any additional bank-generated fees for voluntarily selected items such as lost card or paper statement shall be paid by the employee. The Town will provide a wage deduction plan for each employee's contributions to the HSA account. The insurance deductions will be on a pre-tax basis in accordance with Section 125 of the IRS Code.

- 8.1 For all employees hired on or before July 1, 2014, the provisions of an ordinance establishing a pension plan for Town employees, enacted by vote of the special Town Meeting for the Town of Suffield on June 29, 1961, are made a part of this Agreement, together with such amendments as said ordinance as may have been made prior to this Agreement and as may be made during the term of this Agreement.
- 8.2 For all employees hired on or before July 1, 2014 who wish to voluntarily participate, the Town shall continue to make available a 457 Plan (Deferred Compensation Plan). The Town shall provide a fifty percent (50%) match on employee contributions, which contributions shall be capped at a calendar year maximum of two percent (2%) of the employee's gross annual income, including overtime.

For employees hired on or after July 1, 2014 and who are scheduled to regularly work at least twenty (20) hours per week, such employees shall be required to participate in a Defined Contribution Plan in lieu of the pension referenced in Section 8.1 above, with a mandatory contribution of five and a quarter percent (5.25%) employee and five and a quarter percent (5.25%) employer annual contribution. The Town will match any additional contribution by an employee up to one point seven percent (1.75%) percent of the employee's gross annual income, including overtime, for a total Town contribution not to exceed seven (7) percent.

- 8.3 Should any other Town bargaining unit employees (excluding Fire and Police personnel) receive an increase in the pension multiplier during the term of this Agreement, the parties agree to re-open the contract for the sole purpose of negotiating over the pension plan. Negotiations, if necessary, shall follow all applicable State and Federal statutes including the right of either party to pursue binding arbitration over the pension plan.
- 8.4 The Town will furnish all employees with a copy of the above insurance and pension programs.
- 8.5 The Town of Suffield shall make available a program of medical insurance for retirees and their legally married spouse at the time of retirement, containing the same level of coverage and benefits as available to current employees, as may be amended from time to time in negotiations, with associated cost shares, until age 65, at which time the retiree shall enroll in Medicare Parts A and B and will simultaneously be enrolled in the Medicare Supplement plan pursuant to the cost sharing provisions below. If retiree reaches age 65 prior to their legally married spouse at the time of retirement, such spouse shall continue on the Town plan containing the same level of coverage and benefits as available to current employees, as may be amended from time to time in negotiations, with associated cost shares, until age 65.

For those employees hired prior to July 1, 2005 who have reached ten (10) years of accredited service and age 55, the Town shall pay the medical premium cost of retiree and his/her legally married spouse according to the following schedule:

Payment Schedule:

Years of Credited Service	Premium Paid
25 or more	100%
20-25	85%
15-20	75%
10-15	50%

Employees with less than 15 years accredited service or under the age of 55 may be carried on such policies if the retiree pays the full cost of such coverage. This payment schedule shall be effective only for employees who are hired after June 30, 1990 but prior to July 1, 2005.

For those employees hired on or after July 1, 2005 who have reached 15 years of accredited service and age 55, the Town shall pay the medical premium cost of retiree and his/her legally married spouse according to the following schedule:

Years of Credited Service	Premium Paid
25 or more years	100%
21-25 years	75%
15-20 years	65%

For those employees hired on or after July 1, 2007 who have reached 25 years of accredited service and age 60, the Town shall pay 50% of the medical premium cost of the retiree and his/her legally married spouse;

When a retiree or spouse who is eligible for post-retirement health insurance as set forth above, becomes eligible for Medicare, the employee or spouse must enroll in Medicare and the Town will provide Medicare Supplement Plan F with prescription coverage at \$10/\$20/\$30 with the premium of such supplement shared in accordance with the above schedule.

ARTICLE IX CLASSIFICATION AND WAGES

- 9.0 The following shall be the classification and hourly wages of the employees covered by the terms of this Agreement.

Effective and retroactive to July 1, 2020, increase the wage rates in effect by two point two five percent (2.25%). Effective July 1, 2021, increase the wage rates in

effect by two point two five percent (2.25%). Effective July 1, 2022, increase the wage rates by two point two five percent (2.25%). Effective July 1, 2023, increase the wage rates by two percent (2%).

9.1 POSITION	7/1/2020	7/1/2021	7/1/2022	7/1/2023
	2.25%	2.25%	2.25%	2.0%
Highwayman 5				
Through end of year 1	\$21.54	\$22.03	\$22.52	\$22.97
Highwayman 4				
start of year 2	\$23.54	\$24.07	\$24.61	\$25.10
Highwayman 3				
start of year 3, provided				
qualified with proper license	\$26.90	\$27.51	\$28.13	\$28.69
Highwayman 2				
start of year 4	\$30.25	\$30.93	\$31.62	\$33.25
Highwayman 1				
start of year 5	\$33.59	\$34.34	\$35.12	\$35.82
Assistant Foreman	\$34.70	\$35.48	\$36.28	\$37.00
Lead man	\$34.37	\$35.14	\$35.93	\$36.65
Mechanic/Highwayman	\$35.00	\$35.79	\$36.59	\$37.32

*The Mechanic shall receive fifty (50) cents per hour for performing the duties of a mechanic.

If the Mechanic gets his ASE certification, then the Town would give him an additional raise in hourly pay of fifty (\$.50) cents, totaling \$1.00 per hour more than the Highwayman 1 (one) position.

The Mechanic hired for the position must be ASE certified to receive the full Mechanic rate of pay and must also maintain the necessary certification throughout his employment with the Town. Failure to maintain current ASE certification may subject the Mechanic to lose his premium pay and/or elimination from such duties in accordance with the seniority provisions of the contract.

If the Town requires ASE certification from the Mechanic within a specific area, or if recertification within a specific area is required, then the Town agrees to pay for all costs associated with the ASE certification/re-certification. When the Mechanic

does overtime work plowing and sanding roads, or shoveling walks, parking lots and the like, he will maintain his Mechanic rate of pay. The Town reserves the sole discretion to eliminate the Mechanic's position for any business reason it deems fit; however, the affected Mechanic's bumping rights would not be affected by said elimination.

- 9.2. The Town shall provide each bargaining unit employee with a bi-weekly recap of paid time off taken to date and balance of paid time off available by type (e.g., personal time, vacation, sick, etc.).
- 9.3 The First Selectman reserves the right to maintain a weekly or bi-weekly pay schedule.

ARTICLE X HOURS OF WORK AND OVERTIME

- 10.0 The work week for employees shall be forty (40) hours, consisting of five (5) days of eight (8) hours each starting at 7:00 am each day as the standard work day. Any work in excess of eight (8) hours in any day or in excess of forty (40) hours in any week shall constitute overtime.
- 10.1 Work schedules shall consist of eight (8) hour work periods on five (5) consecutive days, Monday through Friday, with such work periods being 7:00 a.m. to 3:30 p.m., which includes two (2) ten-minute rest breaks, but not including a thirty-minute lunch break (it being understood that no compensation shall be paid for the thirty-minute lunch break). At no time will an employee be paid overtime for the work hours of 7:00 a.m. to 3:30 p.m. on a regular scheduled work day (Monday through Friday). In no case shall an employee be required to work, either on a scheduled or overtime basis, without at least one (1) full day of rest after twelve (12) consecutive days of work.
- 10.2 Adjusted summer hours, for Highway only, will extend from May 1 to approximately October 31. The standard work week will continue to be forty (40) hours. Changes in Section 10.1 work schedules will be as follows: work periods which will include two (2) ten-minute rest breaks, but not to include the thirty- minute lunch break (it being understood that no compensation shall be paid for the thirty-minute lunch break) at approximately 3:10 p.m. the Supervisor will allow leaving, as work schedule and break adjustments permit. At no time will an employee be paid overtime for the work hours of 7:00 a.m. to 3:30 p.m. on a regularly scheduled workday (Monday through Friday). Work beyond the hour of 3:30 p.m. will continue to be at usual overtime rates.
- 10.3 Adjusted snow hours will extend from December 1 to April 15. During that period, the Supervisor may modify the standard work schedule starting time by as much as two hours earlier or later than normal for the Highway bargaining unit during a

potential snow or other emergency. When possible, the Town shall provide one days' advance notice of such change, but in no case shall notice be given later than 9:00 a.m. the day before the adjusted starting time shall apply. The Town may adjust hours of work for snow or other emergencies once during the snowstorm or the emergency.

- 10.4 The Town shall have the right to require overtime work in a manner most advantageous to the Town but every effort shall be made to keep overtime at a minimum consistent with the demands of the public service. Generally, overtime work, when required, shall be offered to and distributed as equally as practicable among employees through the use of the following "overtime wheel" procedure:
- a. The wheel starts in seniority order;
 - b. Overtime work is offered to the top of the wheel first, provided the person is qualified and available;
 - c. If work is refused or the call is not answered or returned within 15 minutes, that name will be put at the bottom of the wheel, and the overtime will be offered to the next name on the list and so on;
 - d. For emergencies the Highway Foreman can bypass the 15 minute call back period, and move to the next name on the list. The employee bypassed would move to the next name on the list.
 - e. The same process applies for all bargaining unit employees

When such overtime work is related to a specific job assignment to which a particular employee has been detailed over a period of time, however, or for which, in the opinion of the Department Head, a particular employee is particularly well qualified, nothing herein shall be construed as preventing the detailing of such particular employee to a specific overtime work assignment regardless of other considerations.

- 10.5 Employees shall be compensated for overtime work at the following rates, payable for the pay period in which the overtime was incurred, so that the next immediate succeeding paycheck includes such compensation:
- A. At one and one-half (1-1/2) times their regular rate of pay for any work that is:
 1. In excess of forty (40) hours per week or eight (8) hours per day;
 2. Performed on any other day not included in their work schedule.
 - B. At double time their regular rate of pay for any time worked that is:
 1. Performed on a holiday;
 2. Performed on a Sunday;

3. In excess of twelve (12) hours on any day.

- 10.6 Subject to the provisions of Article V, every employee shall receive a full day's pay for each holiday observed by the Town, consisting of his regular rate of pay for one-fifth (1/5) of his standard work week. In addition, any employee who is required to work on a holiday that is scheduled to be observed by the department shall be compensated for such work at double his regular rate.
- 10.7 An employee shall be deemed to have been "called in" (called back) only when he is notified, after completing his preceding work day of work to be done. If he received such notice before leaving, he shall be deemed to have worked continuously for purposes of this section. Only hours between his regular quitting time and two hours before his next day's starting time are subject to the call-in provisions during the regular work week.
- 10.8 An employee who is called in for work as determined by the Town, shall be paid for a minimum of three (3) hours at straight time unless such call-in qualified him for time and one-half under section 10.5 of this contract.
- 10.9 If an employee who has completed a call-in work assignment and has entered his residence and is called in for other emergency work during the same day, he shall be paid for another minimum of three (3) hours.
- 10.10 A record of overtime shall be kept in the department, and shall be made available to inspection by employees and the Union.
- 10.11 If an employee has been functioning under snow and/or ice conditions, he/she shall not be released from work within three (3) hours of his/her regularly scheduled starting time.
- 10.12 Any full-time Public Works department bargaining unit employee who is a member of the Suffield Volunteer Fire Department or Suffield Volunteer Ambulance Association shall be released, upon approval of their immediate supervisor, from work without loss of pay or benefits to respond to emergencies.

ARTICLE XI SENIORITY

- 11.0 The Town shall maintain a current list of employees in the bargaining unit who have regular status, and showing the most recent date on which they obtained such status. A copy of such list shall be furnished to the Union upon request at reasonable intervals.
- 11.1 If a reduction in the number of employees is required, employees with the least seniority will be laid off first, provided no opening exists in another equal or lower classification for which he is qualified. Recalls shall be issued in the reverse order

of layoff: An employee shall retain his seniority status and recall right for one year following the date of his layoff. Seniority will accrue during the period in which an employee has a right to recall.

11.2 An employee shall lose his seniority if he

- (a) voluntarily quits, voluntarily resigns, or is discharged for just cause;
- (b) is absent from work for five consecutive days without notifying his Department Head or without satisfactory excuse;
- (c) exceeds a leave of absence without satisfactory explanation; or
- (d) fails to return from a layoff within ten (10) working days after receipt of notice by registered mail to return.

11.3 Probationary Period No employee shall attain seniority under this Agreement until he/she has been continuously on the payroll of the Town for a period of one-hundred and twenty (120) days. During such period, he shall be on probation and may be disciplined or terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of employee's probationary period, his seniority shall date back to his original hiring date.

ARTICLE XII GENERAL PROVISIONS

- 12.0 The Town agrees to furnish hot water and proper sanitary facilities at all times at the Town Garage.
- 12.1 Work practices involving mandatory subjects of bargaining hitherto approved by the Department Head and applicable to all members of the bargaining unit and which are not specifically provided for or abridged in this contract shall continue in full force and effect.
- 12.2 After ten (10) hours of continuously driving a vehicle with a snow plow or other snow removal equipment, the employee will be given (at the Highway Foreman's discretion) a paid two (2) hour rest period at the Town garage. Permission to take a rest period will not be unreasonably withheld if employee requests it. This section's language is in addition to any applicable D.O.T. regulations.
- 12.3 The Town is to provide work uniforms consisting of shirts, pants, jackets, and one pair of overshoes at no cost to the employee. The Town will provide summer safety shoes and winter safety shoes as needed and replace as determined by the Foreman of the department.

- 12.4 Except in an emergency, non-bargaining unit employees will not perform bargaining unit work to the exclusion of bargaining unit employees. The Town will not subcontract any work that is currently being performed or hereafter assigned to the bargaining unit unless there are extenuating circumstances such as the inability to meet project deadlines or requirements with existing forces.
- 12.5 Each employee shall receive a ten dollar (\$10.00) meal allowance when working during four-hour periods outside regular shift. This amount shall be included in the employee's paycheck for that week. Effective upon contract signing, the allowance will be increased to thirteen dollars (\$13.00). Effective July 1, 2021, the meal allowance will be increased to sixteen dollars (\$16.00). Effective July 2, 2022, the meal allowance will be increased to nineteen dollars (\$19.00).
- 12.6 The Town shall reimburse employees for the out-of-pocket costs of an employee's DOT physical.
- 12.7 The Town agrees to continue to provide any benefit or privileges employees have received in the past as part of this Agreement.
- 12.8 The Highway Department Head or designee may assign Highway employees to assist at the Landfill and the Parks Department on a voluntary basis. If there are no volunteers for such duty, then the least senior employee shall be assigned to said work.
- 12.9 Landfill
- A. The work week shall be a combination of days equaling forty (40) hours over a five (5) or six (6) day period from Monday through Saturday.
 - B. Overtime will be paid for work in a day over eight (8) hours or in a week over forty (40) hours.
 - C. Hours of work shall be set by the Highway Department Head or designee and may be adjusted from time to time as required to best serve the Town of Suffield.
 - D. Seniority shall be judged on service with the Town but not interchangeable by Department.
- 12.10 All verbal and written warnings shall be removed from the personnel records of any employee one (1) year after the application of discipline. Suspensions shall be removed two (2) years after the application of discipline unless there is a pattern of repeated misconduct.
- 12.11 Assistant Foreman and Leadman shall not be involved in the disciplinary process of a bargaining unit employee unless called as a witness by either party because

of his/her specific knowledge or involvement regarding the alleged incident.

**ARTICLE XIII
TOWN OF SUFFIELD
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 671
SUBSTANCE ABUSE POLICY**

Section 1: Introduction - Substance Abuse Testing

Drug and alcohol testing will be implemented on a reasonable suspicion basis. Drug and alcohol testing will be conducted in accordance with the procedures outlined in this Agreement.

Section 2: Purposes of Substance Abuse Testing

The purposes of substance abuse testing are as follows:

- to establish and maintain a safe and healthy working environment for all Suffield employees.
- to ensure the reputation of the Town of Suffield's employees as good, responsible citizens, worthy of public trust.
- to reduce the incidents of accidental injury to person or property.
- to reduce absenteeism, tardiness and indifferent job performance as a result of substance abuse.
- to provide assistance toward rehabilitation for any employee who seeks the Town's help in overcoming any drug addiction or dependence upon or problem with alcohol or drugs.

Section 3: Definitions

- Alcohol or Alcohol Beverages: any beverage that has an alcohol content
- Drug: any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming the drug,
- Prescribed Drug: any substance prescribed for the individual consuming the drug by a licensed medical practitioner.
- Illegal Drugs: Any drug or controlled substance, the sale or consumption of which is illegal.

Section 4: Testing Based Upon Reasonable Suspicion

An employee may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a supervisor and, based upon the reliability and weight of such information, the supervisor can reasonably infer or suspect the employee is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for work under the influence of drugs or alcohol.

Reasonable suspicion must be reported by specific, articulable facts which may include, but are not limited to:

- reports and observations of the employee's drug-related activities, such as purchase, sale or possession of drugs
- an observed impairment of the employee's ability to perform his or her duties

A supervisor shall report the basis for his/her reasonable suspicion to the First Selectman or his/her designee. The First Selectman shall decide whether to direct the employee to submit to testing. Prior to so deciding, the First Selectman, or his/her designee, may meet with the employee. If such a meeting is held, the employee may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the employee's choice.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion and shall be immediately suspended with pay. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive.

Section 5: Refusal to Submit to Reasonable Suspicion Drug Testing

The refusal by an employee to submit to a drug or alcohol screening test based on reasonable suspicion will result in the employee's immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Town's employ.

Section 6: Drug and Alcohol Testing Procedures

1. The employee shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee. If the employee is ordered to submit to a testing for alcohol, the employee shall submit to a Breathalyzer test to be administered by an agent designated by the First Selectman. If the Breathalyzer tests positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test.

2. A laboratory licensed or certified by the Connecticut Department of Health Services will perform drug testing or blood alcohol testing.
3. Initial drug screening will be done by a urinalysis drug test using a reliable methodology. No sample will be further tested upon a negative initial screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.
4. Each employee being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way except as an observer. The testing process will not be delayed simply because the Union representative is unable to be present.
5. During the testing process, the employee shall cooperate with requests for information concerning use of medications and with other requirements of the testing process such as the giving of a urine or blood specimen.
6. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
7. Prior to testing for drugs, two separate containers supplied by the laboratory conducting the testing shall be prepared for each employee being tested. Each container shall have affixed a code number and the date of collection. The code number shall be recorded together with the employee's name and signature. Two specimens will be taken at the time of collection and shall be sealed in the presence of the employee being tested.
8. The supervisor or laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
9. Each and every positive initial drug test will be confirmed using a gas chromatography and mass spectrometry test or a methodology which has been determined by the Commission of Health Services to be as reliable or more reliable than the gas chromatography and mass spectrometry methodology.

10. Any employee whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the First Selectman that the second sample be made available for re-testing at a licensed or certified laboratory of the employee's choosing. The Town will deliver the sample to such laboratory to ensure the chain of custody. The second testing shall be at the expense of the employee. If the results of the second confirmation test are negative, the Town will assume the cost of the test.

Section 7: Results of Drug Screening Tests

Employees will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those tests results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the employee's personnel file. The employee who receives a negative report will be immediately returned to duty.

Section 8: Positive Test Results

Any test resulting in a positive report will be referred to the First Selectman for a complete investigation. Upon completion of such investigation, if it is found that an employee has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of illegal drugs or alcohol, a report of such shall be prepared. Upon service, the employee against whom such report has been made shall receive a copy of the laboratory test results and shall be subject to disciplinary action. In addition, such employee shall be offered the opportunity to participate in rehabilitation.

Section 9: Opportunity for Rehabilitation

The opportunity for rehabilitation (rather than discipline) shall be granted for any employee who is not involved in any drug/alcohol related criminal activity and who voluntarily admits to alcohol or drug abuse prior to testing. Any employee who voluntarily admits to the First Selectman his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. Such rehabilitation program shall not be considered the one rehabilitation opportunity under Section 8 above.

An employee may use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefits plan.

Section 10: Administrative Provisions

Time spent by the employee undergoing tests, as provided in Section 6 herein, shall be compensated pursuant to the terms of the collective bargaining agreement.

Section 11 Tampering

Any alterations, switching, substituting or tampering with the sample or test given under this agreement by any employee shall be grounds for immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Town.

Section 12: Discipline

The Town maintains its prerogative to discipline in accordance with the collective bargaining agreement.

**ARTICLE XIV
TERMS OF AGREEMENT**

15.0 This agreement shall remain in full force and effect for a period from the first day of July, 2020 through June 30, 2024, and shall continue in effect thereafter unless amended or modified in the manner described below, or terminated in accordance with law.


15.1 Should any article, section or portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

15.2 Within thirty (30) days of such notification, the party receiving notification shall meet with the other party to discuss the proposed amendments or modifications.


In witness whereof, the parties hereto have set their hands this 20 day of October 2020.

FOR THE TOWN OF SUFFIELD

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 671


MELISSA M. MACK


DANIEL SHERIDAN


DAVID FALK


DAVID LUCAS

APPENDIX I

AUTHORIZATION FOR DUES DEDUCTION

Town of Suffield

I, the undersigned, hereby authorize you to deduct from my earnings once each month, an amount equal to the monthly dues for membership in Local 671, International Brotherhood of Teamsters, as certified to you by such organization and to remit such amount to such person as is specified by the above organization to receive it.

I understand that this wage deduction will remain in effect during my employment with the Town, unless I request that it be discontinued in accordance with the provisions of the working agreement between the Town and said organization.

DATE: _____ SIGNED: _____

EMPLOYEE'S FULL NAME _____

EMPLOYEE'S HOME ADDRESS _____

DEPARTMENT _____ JOB TITLE _____

APPENDIX II

REQUEST TO DISCONTINUE DUES DEDUCTION

TO: THE TOWN OF SUFFIELD

I, the undersigned, hereby request you to discontinue the monthly deduction from my earnings, as previously authorized by me, for my membership in Local 671, International Brotherhood of Teamsters.

I understand that this deduction cannot be discontinued less than thirty (30) days from the date of this request.

DATE: _____ SIGNED: _____

EMPLOYEE'S FULL NAME _____

EMPLOYEE'S HOME ADDRESS _____

DEPARTMENT _____ JOB TITLE _____

APPENDIX III [TREE WARDEN MOU]

TOWN OF SUFFIELD
&
International Brotherhood of Teamsters, Local 559, Highway Department
Memorandum of Agreement

This Memorandum of Agreement (hereinafter, "Agreement") is voluntarily made by and between the Town of Suffield (hereinafter, "The Town") and International Brotherhood of Teamsters, Local 559, Highway Department (hereinafter, "the Union").

It is agreed that the following represents an agreement of the parties to appoint Joseph Duval and Michael Turgeon to serve as Tree Wardens for the Town of Suffield.

The Town and the Union hereby agree as follows:

1. The Town will pay for Connecticut Tree Warden Certification classes for the appointed Tree Wardens, Joseph Duval and Michael Turgeon.
2. The Town will pay Joseph Duval and Michael Turgeon while attending classes to become certified as Tree Wardens in Connecticut at their regular hourly rate of pay.
3. Classes will be held at the Connecticut Forest and Park Association Offices, Middlefield, CT, on six consecutive Thursdays beginning September 7, 14, 21, 28, October 5, 12, 2017.
4. An examination will be given on the final class of October 12, 2017.
5. Each Tree Warden must achieve a grade of 70% or greater to pass the certification. Each Tree Warden must attend a minimum of five out of six classes to be eligible to take the exam.
6. Upon successfully passing the examination, the Town will pay a one-time stipend of \$250.00 each to Joseph Duval and Michael Turgeon.
7. Tree Warden duties will be assigned from time to time by the Town's Highway Foreman.
8. Assigned Tree Warden duties will be performed within the regular Highway Department work schedule, and at the regular Landfill Highwayman III and Highwayman 5 rate of pay.
9. Any call in Tree Warden work must be approved by the Town's Highway Foreman and will be paid in accordance to the union contract, article 10, section 10.8.
10. Tree Warden work includes, but is not limited to, working with garden clubs and the Town's Helena Bailey Spencer Tree Fund when new trees are being replaced or added; work with the State/DEEP on bug infestation of Ash and other trees; work with electric company on clearing trees/branches that effect power lines on Town property or right of way; access trees that are in the Town's ROW that become a take down or pruning issue; help with Town Arbor Day activities, be pro-active and advise on tree health and safety.

This agreement shall not establish a precedent or practice by either party as to this or any other matter between the parties in the future. This Agreement shall not abridge or amend any provisions of the Collective Bargaining Agreement.

AGREED TO: John Lupacchio Melissa M. Mack
John Lupacchio, IBT, Local 559 4/27/17 Melissa M. Mack, First Selectman

APPENDIX IV
[TAKE HOME VEHICLES]

Town of Suffield
&
International Brotherhood of Teamsters, Local 671, Highway Department

MEMORANDUM OF UNDERSTANDING

The Town of Suffield (the Town) and International Brotherhood of Teamsters Local 671 (the Union) hereby agree to the following terms regarding the assignment of a take-home vehicle to the position of Assistant Foreman, currently held by incumbent James Richardson (Richardson):

1. The purpose of assigning the vehicle to the Assistant Foreman is to enable him to respond to Town's public works emergencies and to determine the proper course of action as rapidly as possible outside of regular hours of work. The take-home vehicle shall be clearly marked to identify the vehicle as one belonging to the Town.

2. The Assistant Foreman shall be responsible for ensuring that the vehicle remains in good condition, and is subject to the routine maintenance that other Town vehicles receive. He shall keep the interior of the vehicle clean. At all times while operating the vehicle, he shall wear a seatbelt, obey all traffic laws and posted speed limits, and refrain from using a cell phone unless it is hands-free per state law.

3. The Town will provide gasoline for the vehicle at the Town's garage for use consistent with this agreement.

4. The Assistant Foreman shall be permitted incidental personal use of the vehicle, such as stopping for a quick errand on his way home to or from work. Any personal use beyond such incidental use is prohibited and may subject him to progressive discipline. No smoking is permitted in Town vehicles.

5. The current Assistant Foreman now resides in Suffield; should he relocate more than 25 miles beyond the border of Suffield, he shall no longer be eligible to take a Town vehicle home.

6. In accordance with IRS regulations, utilization of a take home vehicle is a taxable benefit to the employee. The Town shall report the value of the take-home vehicle on the appropriate tax form annually.

7. The parties understand and agree that the use of a take home vehicle is considered by the State Board of Labor Relations to be a mandatory subject of bargaining, and therefore Town will provide the Union notice and an opportunity to bargain before seeking to remove the take home vehicle from the Assistant Foreman.

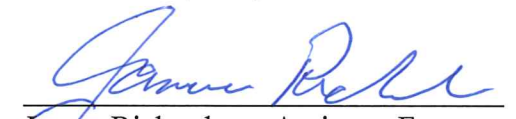
8. This Memorandum of Understanding is in effect until the position of Assistant Foreman is no longer filled by the incumbent James Richardson or until the vehicle is removed as a take home vehicle pursuant to paragraph 6 above.

This agreement shall not establish a precedent or practice by either party as to this or any other matter between the parties in the future. This Agreement shall not abridge or amend any provisions of the Collective Bargaining Agreement.

AGREED TO:


David Lucas, IBT, Local 671


Melissa M. Mack, First Selectman


James Richardson, Assistant Foreman