

AGREEMENT

Between

THE TOWN OF NEW FAIRFIELD

And

TEAMSTERS LOCAL 443
Public Works Employees

Expires June 30, 2027

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PREAMBLE

This Agreement is entered into by and between the Town of New Fairfield, hereinafter referred to as the "Town", and Teamsters Local No. 443, hereinafter referred to as the "Union".

ARTICLE 1- RECOGNITION

Section 1.0 - Recognition. The Town of New Fairfield (hereinafter the "Town") hereby recognizes Local 443, International Brotherhood of Teamsters, (hereinafter the "Union"), as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for the employees of the Town covered by this Agreement (hereinafter "employee(s)").

Section 1.1 - Bargaining Unit. The employees covered by this Agreement are all full-time employees of the Public Works Department excluding the Director, managerial, supervisory, clerical, part-time and temporary employees and any other employees excluded by the Municipal Employee Relations Act (MERA).

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.0 - Management Prerogatives. Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the Town has retained all rights and privileges, whether exercised or not it had prior to the signing of this Agreement. The right to manage business of the Town and direct the working force is vested exclusively in the Town, which right shall include, but shall not be limited to, the right to hire, promote and demote; to suspend, discharge or otherwise discipline; to maintain discipline and efficiency of employees and prescribe reasonable rules to that end; to layoff; to dismiss; to determine the extent to which work or employment shall be increased or reduced, including the right to plan, direct and control operations; and to change equipment or facilities.

ARTICLE 3 - UNION SECURITY

Section 3.0 - Checkoff. The Town agrees to deduct monthly Union dues or service fees as the case may be from payroll checks of each employee who authorizes such deduction in the amount certified by the Union. The specific payroll check or checks each month from which deductions are made shall be determined by the Town and the Union but shall be uniformly applied to all employees.

Section 3.1 - Union Membership. Any employee hired after the effective date of this Agreement and any employee who has become a member of the Union prior to the effective date of this Agreement may remain or become and remain a member of the Union in good standing by paying to the Union monthly Union and administrative dues in the amount uniformly required of its members.

Section 3.2 - Remittance. The Town agrees to remit to the person and place designated by the Union all dues and service fees together with a report which will show the name of each

employee and the amount of money deducted. The Union shall provide employee signed payroll authorization cards to the Town and shall notify the Town as to which employees are service fee payers. Dues and fees shall be implemented as of the 31st day of employment for new hires who voluntarily authorize dues deductions from their pay.

Section 3.3 - Administrative Dues. Commencing on the date this Agreement is signed, the Town agrees to deduct the amount of five cents (\$.05) per hour for each hour worked, or paid, not to exceed two dollars (\$2.00) per week, from the weekly pay of each employee. Deductions shall be made from the pay of each employee, provided such employee has voluntarily authorized the Town to do so, in writing, on an administrative dues authorization form to be furnished to the Town by the Union.

Section 3.4 - Save Harmless. The Union agrees to defend and save harmless the Town from any claims, actions, damages or other loss, including attorney's fees and costs, which may arise from the Town's enforcement of and compliance with Article 3.

ARTICLE 4 SENIORITY

Section 4.0 - Seniority. Seniority shall be calculated and defined as the employee's total length of continuous service with the Town. For employees who have the same date of hire, the employee reporting for work first shall have the greater seniority. In the event that two employees report for work at the same hour and minute of the day, seniority order shall be determined by date of application.

Section 4.1 - Seniority List. The Town shall prepare and maintain a seniority list showing the Town-wide seniority order and date of hire for all employees. The Town will furnish the Union with a copy of the list upon request.

Section 4.2 - Probationary Period. A newly hired employee shall serve a probationary period of six (6) months. During such probationary period, the employee shall be entitled to representation by the Union, but actions taken with respect to discipline and discharge shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure. Upon completion of the probationary period, the employee's seniority shall date back to the date of hire. Absences in excess of three (3) consecutive work days shall not be credited toward the probationary period, that is, such absences shall serve to extend the probationary period for an equivalent length of time and the employee's seniority date shall be adjusted by post-dating the hire date by the equivalent length of time.

Section 4.3. Seniority shall be broken by:

- (1) Discharge.
- (2) Resignation
- (3) Layoff for a consecutive period exceeding the period of recall rights.
- (4) Failure to return to work after an authorized leave of absence or recall from layoff.
- (5) Absence without leave exceeding three days without valid reason.
- (6) Retirement.
- (7) Any other termination from employment.

Section 4.4. No employee who has completed the probationary period shall be suspended or discharged except for just cause. The Town shall notify the Union Steward of any disciplinary suspension or discharge as soon as possible, and no later than within three (3) work days of the disciplinary action.

Section 4.5 - Layoff and Recall.

A. Layoff

Employees shall be laid off in reverse order of seniority within job title. In the event of a layoff, the laid off employee may bump into any previously held bargaining unit position of an equal or lower rank or into any position of a lower rank, provided the laid off employee has more seniority than the incumbent employee and further provided the laid off employee has the ability and qualifications for the position.

B. Recall.

A laid off employee is subject to recall to the job title from which the employee was laid off or to any equal or lower job within the Department from which he was laid off, provided the employee is qualified for the open position. A laid off employee shall have recall rights for a period of eighteen (18) months from the date of layoff or for the length of the employee's seniority, whichever is less, and shall retain seniority during the recall period. No new employees shall be hired until all laid off employees have had an opportunity to fill any position to which they have recall rights, provided the laid off employee has maintained his qualifications for the vacant position. Notice of recall shall be given by the Town and sent by certified mail to the employee at his last address of record, return receipt requested. The employee must respond to the notice of recall within seven (7) calendar days of the date of the recall notice. Any employee who fails to respond to the notice of recall or who refuses recall shall be removed from the recall list.

ARTICLE 5 - HOURS OF WORK

Section 5.0. The employees shall work (40) hours each week on five (5) consecutive days, followed by two (2) days off.

The regular work week for employees formerly of the Highway and Vehicle Maintenance Divisions shall be Monday through Friday, and the regular work week for employees formerly of the Building Maintenance Division shall be Five (5) consecutive days. The daily work hours shall be from 5:30 a.m. until 2:00 p.m.

The regular work week for the Driver/Operator/Maintainer and Transfer Station Attendant is as follows: Transfer Station Hours – Tuesday, 8:00 a.m. to 4:00 p.m., Thursday, 2:00 p.m. to 5:30 p.m., Saturday, 8:00 a.m. to 4:00 p.m.; Driver/Operator/Maintainer Hours – Wednesday, 8:00 a.m. to 4:30 p.m., Thursday, 8:00 a.m. to 2:00 p.m., Friday, 8:00 a.m. to 4:30 p.m.

Two fifteen (15) minute paid coffee breaks will be provided, mid-morning and mid-afternoon.

Section 5.1 - Overtime. An employee who works more than eight (8) hours in any one day, more than forty (40) hours in any work week, or on Saturday or Sunday shall be paid at the rate of one and one-half (1-1/2) times his regular hourly rate. In addition to being paid eight (8) hours for the holiday, hours worked on a day designated as a holiday, except as set forth below, shall be paid the rate of one and one-half (1 1/2) times the regular hourly rate. In addition to being paid eight (8) hours for the holiday, hours worked on the day designated as the Thanksgiving, Christmas, or New Year's holiday shall be paid at the rate of two (2) times the regular hourly rate. All overtime must be authorized by the Department Director or First Selectman.

Section 5.2 - Distribution of Overtime. Whenever possible, opportunity for overtime work shall be rotated among all eligible employees. The Town maintains the right to assign overtime, starting with inverse seniority, if such is required due to unforeseen conditions.

Section 5.3 - Maximum Hours of Work. After no more than sixteen (16) consecutive hours of work, employees shall receive at least a two (2) hour break period. Additional breaks for food and rest shall be granted by the supervisor as appropriate during snow and other emergencies. Employees who are authorized by the supervisor to take breaks of four (4) hours or less during snow and other emergencies shall be considered working and paid accordingly.

Section 5.4 - Eligibility for Overtime. Any employee who calls in sick on a regular work day shall not be eligible for call back for overtime until after the regular starting time of the following work day.

Section 5.5 - Call Back. Any employee who is called back to work hours not contiguous with the start or end of the regularly scheduled work day shall be paid a minimum of three (3) hours, at the applicable overtime rate, from the time the employee reports for work. Any employee who is called back to work shall be paid at the applicable rate for actual time worked (subject to the aforementioned minimum) plus one-half hour.

Section 5.6 - Early Release. Early release with pay is permissible after employees have worked extended hours of overtime at the sole discretion of the Department Director. This provision is not subject to the grievance procedure.

ARTICLE 6 – HOLIDAYS

Section 6.0. All employees are entitled to the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas
Juneteenth	One Floating Holiday
4th of July	
Labor Day	

If a holiday falls on a Saturday, the preceding Friday is the paid day off. If a holiday falls on Sunday, the following Monday is the paid day off. All employees will take the same floating holiday in any fiscal year. The floating holiday shall be determined by majority vote of the employees.

Section 6.1 - Eligibility for Holiday Pay. Employees who are absent from work for twenty (20) or more consecutive work days prior to the holiday shall not be eligible for holiday pay unless the absence is due to authorized vacation. Employees calling in sick on the last workday before the holiday or the first work day after the holiday must substantiate the absence with a doctor's certificate of disability in order to receive pay for the holiday.

Section 6.2 - Holidays During Vacation. When a holiday falls during an employee's vacation, the vacation shall be extended by one (1) day for each holiday.

ARTICLE 7 – VACATION

Section 7.0 – Vacation Schedule. Employees shall be eligible for paid vacations in accordance with the following schedule:

Service	Days of Vacation
After one (1) year of employment	10
After five (5) years of employment	15
After ten (10) years of employment	20
After twenty-one (21) years of employment	21
After twenty-two (22) years of employment	22
After twenty-three (23) years of employment	23
After twenty-four (24) years of employment	24

The employee's seniority date shall be used for vacation length calculation. The First Selectman may grant up to five (5) days of vacation leave to any employee with less than one year of seniority after the employee has completed six (6) months of employment. Any vacation leave so granted by the First Selectman shall be subtracted from vacation leave earned after one (1) year of employment.

Section 7.1 - Vacation Year. The vacation year shall be July 1st through June 30th. Each employee shall be credited with vacation on July 1st based upon the employee's Town-wide seniority as of the previous June 30th. If, within the vacation year, an employee reaches an anniversary date of hire entitling the employee to additional vacation, said additional vacation shall be credited as of the anniversary date on a prorated basis through the end of the vacation year.

Section 7.2 - Vacation Selection.

- A. A vacation schedule shall be posted in the first week of May each year. Employees shall choose their vacation on a seniority basis in accordance with the following procedure. During the month of May, employees may choose up to two (2) weeks of vacation scheduled in increments of at least five (5) consecutive days. During the month of June, employees may choose additional weeks of vacation or single days of vacation. From April 1st through November 30th, no more than two (2) employees may be on vacation or personal leave at the same time; from December 1st through March 31st no more than one (1) employee may be on vacation or personal leave at the same time and any vacation during this winter period must be scheduled no later than the previous June 30th. However, one (1) additional employee may request vacation during these periods, provided that the Town may rescind that vacation approval of the second employee from December 1st through March 31st and require that the employee return to work within twenty-four (24) hours' notice. Competing vacation requests shall be decided on the basis of seniority.

Except as provided above, vacation selected and approved on the vacation schedule by June 30th prior to the vacation year shall not be rescinded. However, employees may swap scheduled vacation subject to the approval of the Department Director or his designee. Any remaining vacation that has not been scheduled must be requested in writing at least one week in advance and is subject to the approval of the Department Director or his designee. No vacation request shall be approved when, in the judgment of the Department Director or his designee, not enough employees will be remaining at work to maintain necessary services of the department. Competing requests for vacation not scheduled by June 30th shall be decided on a first-come, first-served basis and then by seniority. Vacation shall not be taken in increments of less than one-half (1/2) day.

Section 7.3 - Vacation Carryover. An employee may carry over a maximum of ten (10) days of vacation into the next fiscal year, upon written application to and subject to prior written approval of the First Selectman or designee. Requests for carryover must be submitted no later than June 15th. Vacation days that are carried over must be used by the end of the fiscal year.

Section 7.4 - Payment In Lieu Of Vacation. Payment in lieu of vacation shall not be permitted except that, upon termination of employment, an employee shall be paid for unused vacation according to the following schedule:

Retirement with immediate eligibility for a pension benefit under the Town Pension Plan -
Vacation days accrued as of date of retirement.

Resignation with at least two (2) weeks notice, layoff, or mutually agreed termination Vacation
accrued as of date of resignation, layoff or termination.

Resignation with less than two (2) weeks notice - Vacation accrued as of the previous July 1st .

Discharge - Vacation accrued as of the previous July 1st .

In the event of an employee's death, the employee's estate or named beneficiary shall receive any payment for unused vacation which is due and accrued as of the date of the employee's death.

ARTICLE 8 - LEAVE PROVISIONS

Section 8.0 - Sick Leave. Each employee shall receive unlimited sick leave during the pendency of a debilitating illness (including pregnancy-related disabilities) or injury of six months or less duration. Such employee shall be paid at 100% of base wages for the first ten (10) days of absence and at 66-2/3% of base wages (less the amount of the short term disability benefit provided by the Teamsters' Health Services and Insurance Plan) from the eleventh (11th) day of absence through the one hundred thirtieth (130th) day of absence. If an employee is unable to pursue his employment with the Town for a period of time exceeding six months as a result of a debilitating illness (including pregnancy-related disabilities) or injury, the employee shall receive benefits pursuant to the applicable long-term disability insurance policy for months seven (beginning with the one hundred thirty-first (131st) day of absence) through twelve of the disability. Whenever an employee is reimbursed by a third party (except proceeds from an insurance plan paid for by the employee) for lost wages due to injury or illness, the employee shall receive the disability benefits provided by this Section less the third-party payment for lost wages.

A doctor's certificate is required from any employee who uses three (3) or more consecutive sick days. The First Selectman or designee may require a doctor's certificate from any employee who uses any sick leave of more than one (1) day provided that the First Selectman or designee has a good faith belief that the employee is abusing the sick leave program. For the purposes of this section, any sick leave of long duration is defined as an illness or injury of more than five (5) work days. In the case of sick leave of long duration, the First Selectman or designee may require periodic statements as the employee's condition from a physician who is caring for the employee. In any case where the illness or injury results in an absence of fifteen (15) work days the First Selectman or designee may require the employee to submit to an examination by a Doctor designated by the First Selectman. Said examination shall be at Town expense.

If any illness or injury results in a disability, the Town shall have the right to retire or discharge the employee whenever the undisputed medical prognosis indicates that the employee will not be able to perform the essential duties of the position that the employee held prior to the injury or illness or until after the employee has been absent for 12 (twelve) months, whichever is earlier.

Notwithstanding any other provision of this Agreement, nothing in this paragraph shall require the Town to continue to employ any employee more than twelve (12) months from the date of the disability as defined herein. If, within the eighteen (18) months following the employee's termination date, a vacancy occurs in his original position and he applies for the position and can demonstrate by undisputed medical evidence that he can perform the essential duties of the position, the Town shall offer to rehire the employee. After eighteen (18) months from the employee's date of termination, the former employee will no longer have any preferential standing for reappointment to the position. For the purpose of this Section, date of disability is the first day the employee was unable to report to work due to the disabling illness or injury. Successive periods of disability separated by less than two (2) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same.

Section 8.1 - Sickness in Family Leave. Employees may use up to three (3) sick days for the purpose of attending to a member of the employee's immediate family who is sick or injured. Immediate family shall be defined as parent, spouse, child or other dependent.

Section 8.2 - Personal Leave. Each employee is entitled to up to two (2) personal days off without loss of pay each year. A personal day must be requested in writing on forms available in the Town Hall Selectman's Office and are subject to the approval of the Department Director or the First Selectman. Requests for a personal day must be made with as much advance notice as possible. Personal leave days may not be accrued beyond the end of the fiscal year.

Section 8.3 - Bereavement Leave. Employees are entitled to up to four (4) consecutive working days bereavement leave with pay at the time of death of a spouse, parent child, grandchild, brother or sister, and two (2) working days for the death of a grandparent, father-in-law, mother-in-law, brother-in-law or sister-in-law. At the discretion of the First Selectman, where unusual circumstances and equity dictate, one (1) working day maybe granted with pay at the time of death of any other person not described in this section in order to attend the funeral of that person.

Section 8.4 - Jury Duty Leave. Employees shall be entitled to full pay at the current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed employee's regular wage. The employee shall give adequate notice of the jury call so that an appeal to be excused from jury duty can be made. To receive payment of wages pursuant to this Section, the employee must provide evidence of attendance and jury duty compensation. Any employee dismissed from jury duty with four and one-half (4-1/2) hours or more remaining in the employee's work day shall report for work.

Section 8.5 - Military Leave. The Town shall grant military leave in accordance with applicable Connecticut and Federal statutes and regulations.

Section 8.6 - Volunteer Fire and Ambulance Leave. Employees who are members of the New Fairfield Volunteer Fire Department are paid for reasonable and customary time away from work if needed to respond to fire or ambulance calls. During emergencies such as storms, hazmat incidents, hurricanes, etc. an employee's first responsibility is to the Public Works Department, if needed. Disputes will be settled among the First Selectman, Fire Chief, Department Director, and Civil Defense Director. The parties recognize that the Town may unilaterally modify the provisions of this leave without bargaining with the Union.

ARTICLE 9 - INSURANCE, PENSION AND SAVINGS PLANS

Section 9.0. - Teamsters' Health Services and Insurance Plan.

- A. The Town of New Fairfield agrees to pay the following amounts to provide coverage for employees in the Teamsters' Health Services and Insurance Plan:

Effective upon execution - \$11.50 per hour

Effective July 1, 2024 – \$12.00 per hour

Effective July 1, 2025 – \$12.50

Effective July 1, 2026 – \$12.50

Payments shall be based on forty (40) hours worked per week. Payments shall be made from the first hour of employment for all employees who are members of the bargaining unit for work covered by this Agreement.

If the Teamsters 443 Health Services and Insurance Plan offered under this Article is projected to trigger an excise tax under Internal Revenue Code Section 49801, including any successor thereto, or any other local, state or federal health care legislation, the Trustees of the Plan may make benefit changes to avoid the tax; such benefit changes to be effective as of the effective date of the tax. If such tax is triggered, the Town and the Union each reserve the right to assert which party is responsible for the tax.

- B. For the purpose of this Section, each hour paid, figured to the nearest quarter (1/4) 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. 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 bargaining unit payroll and wage records of the Town for the purposes of determining the accuracy of contributions to the Teamsters Health Services and Insurance Plan.
- C. If an employee is injured on the job, the Town shall continue to pay contributions until such employee returns to work; however, the Town shall pay the applicable contribution rate for thirty-two (32) hours per week for a period of not more than twelve (12) months or as otherwise provided by State Workers' Compensation Law.
- D. If an employee is absent because of illness or off-the-job injury, and the employee notifies the Town of such absence and provides such certification from a physician as the Town may require, the Town shall continue to make the contributions required to maintain health benefits at the applicable contribution rate for thirty-two (32) hours per week for a period of not more than twelve (12) weeks.
- E. Payment to the fund for hours paid but not worked shall be made only when the employee is taking paid leave during the course of his/her active employment. No payment to the fund will be made on lump sum payments to the employee for unused paid leave.

F. The Town and the Union, who are signators hereto, ratify the designation of the Employer and Employee Trustees under such Agreement and ratify all lawful action already taken, or to be taken by such Trustees within the scope of their authority.

Section 9.1 - Life Insurance. In addition to the life insurance provided by the Teamsters Health Services and Insurance Plan, the Town, at Town expense, shall provide each employee with Group Life and Accidental Death and Dismemberment Insurance in the amount of \$50,000.

Section 9.2 - Long Term Disability. The Town shall continue to maintain the long-term disability plan currently in effect at no cost to the employee.

Section 9.3 - Eligibility for Insurances. Newly hired employees shall be eligible for insurances provided pursuant to this Article on the first of the month following two consecutive months during which the employee has been paid for at least two hundred and fifty (250) hours.

Section 9.4 - Pension Plan. The Town of New Fairfield Retirement Income Plan (herein referred to as "Pension Plan") is the retirement plan for all employees.

Section 9.5 - Tax Sheltered Annuity Plan. The Town agrees to provide a tax-sheltered annuity plan for all employees who choose to participate. The plan shall conform to guidelines set forth for Governmental Deferred Compensation Plan (26 USC 457).

Section 9.6 - Credit Union. The Town shall provide a payroll deduction for employees who choose to participate in the designated credit union in accordance with current practice.

ARTICLE 10- WAGES

Section 10.0 - Wage Schedule. Wages for all employees are as set forth in the Wage Appendix to this Agreement. Payday for employees shall be every Friday.

Section 10.1 - Longevity. Each employee shall be paid the following annual longevity, payable in the second pay period of July, based on years of service completed in the current calendar year:

Completion of five (5) years of service	- \$100
Completion of ten (10) years of service	- \$200
Completion of fifteen (15) years of service	- \$300
Completion of twenty (20) years of service	- \$400
Completion of twenty-five (25) years of service	- \$500
Completion of thirty (30) years of service	- \$600

Employees hired on or after July 1, 2023, will not be eligible for longevity payments.

ARTICLE 11-GRIEVANCE AND ARBITRATION

Section 11.0 - Grievance Procedure. This procedure is established to ensure an equitable resolution of problems arising out of the employer-employee relationship between the Town and

the Union and to provide a means and method of settling disputes on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale among the employees.

Section 11.1 - Definitions. A "grievance" for the purpose of this procedure shall be deemed to be an employee complaint involving a matter relating to the interpretation and application of the specific terms and conditions of this Agreement. "Working days" for the purpose of this procedure shall be deemed to be Town Hall business days.

Section 11.2 - Time Extensions. Time extensions beyond those set forth in this Article may be agreed upon by mutual written consent of the parties hereto. If one party has made a timely written request for a time extension, the applicable time limits shall be tolled until the other party's written response is received by the requesting party. Should the Town not timely respond at any step, the grievance shall be deemed denied and the Union may advance the grievance to the next step of the grievance procedure. A grievance not filed or advanced in accordance with the time limits set forth herein shall be deemed waived.

Section 11.3.

Step One - Department Director

Within five (5) working days of the action or event giving rise to the grievance, the aggrieved employee and/or the Union Steward and/or Business Agent may present the grievance in writing to the Department Director. The Department Director and/or designee shall schedule a meeting as soon as possible, and no later than five (5) working days, with all those concerned to discuss the grievance. Within five (5) working days of the meeting, the Department Director and/or designee must give a written decision to the employee and the Union Business Agent. Any agreement settling the grievance shall be reduced to writing and signed by the parties. No grievance settlement at this step shall be final and binding upon the Town unless or until such settlement is approved by the First Selectman. In the event the Business Agent is of the opinion that an employee grievance is without merit the Business Agent shall not be required to process the matter any further, and he/she shall so inform the employee filing the grievance and the Department Director and/or designee.

Step Two - First Selectman

If the grievance is not resolved at the Step One level, the Union may, within five (5) working days following receipt of the written decision from Step One, submit the grievance in writing to the First Selectman and/or designee. The First Selectman shall schedule a meeting within five (5) working days to discuss the grievance. The decision of the First Selectman or designee shall be delivered in writing to the Union Business Agent within five (5) working days of the Step Two meeting.

Step Three - Arbitration

If the grievance shall not have been disposed of at Step 2 to the satisfaction of the Union, the Union shall have the right to submit the grievance for final resolution to the American Arbitration Association within fifteen (15) working days after the date of the decision by the First Selectman.

It is the function of the arbitrator to interpret the Agreement. S(h)e shall make and issue decisions only regarding matters expressly submitted to her/him within the written terms of this Agreement. Her/His decision or award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto. The arbitrator has no authority or power to add to, subtract from, disregard, or alter any of the written terms of this Agreement. The arbitrator's power and authority shall be limited to the application and interpretation of this Agreement as applied to the subject of the particulars involved.

The arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.

The decision of the arbitrator(s) shall be final and binding upon both parties but shall not contravene or alter the specific terms of this Agreement. The costs of arbitration shall be borne equally by both parties except that the costs of representation are the sole responsibility of the party retaining representation.

ARTICLE 12 - MISCELLANEOUS

Section 12.0 - Separability. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

Section 12.1 - Uniforms/Work Boots. The Town shall provide each employee with uniforms which must be worn when the employee is on duty. The uniform allotment subject to the uniform laundry service shall consist of 11 pants and 11 shirts (either long or short sleeved at the option of the employee) and 2 jackets. The Town shall also supply each employee with 5 uniform t-shirts per year. Beginning in fiscal year 2023-2024, each employee may purchase Town-approved steel toe work boots from an outside vendor and, for any purchase exceeding \$225, the excess cost shall be paid by the employee. For reimbursement of the cost of the work boot purchase, the employee shall present to his or her supervisor the store receipt with the boots that were purchased. Beginning in fiscal year 2023-2024, all Town Road Maintainers shall purchase Town approved work clothing from an outside vendor not to exceed \$325 per year. The vendor may submit a receipt directly to the Town, if it so agrees, for such purchase.

Section 12.2 - Vehicles. As compensation for being on call twenty-four (24) hours per day, three hundred sixty-five (365) days per year, the Public Works Superintendent shall be provided with a Town vehicle for use on Town business. Such vehicle may not be used for personal transportation, except for commuting to and from work and *de minimis* personal use.

Section 12.3 - Employee Use of Town Equipment, Tools, Buildings. The former Public Works Employee Policy regarding Personal Use of Equipment, Tools, Buildings, etc. is hereby eliminated. Employees shall not be allowed to use the Town garage, equipment or tools at any time

to work on their own personal vehicles or equipment or to work on any vehicle or equipment other than Town vehicles and equipment.

Section 12.4 - Condition of Employment. As a condition of continued employment, all employees who are required to operate vehicles and equipment requiring a CDL must maintain their commercial driver's license (CDL). Any employee who loses his CDL must immediately notify the Department Director. The employee shall be suspended without pay and benefits for the period of disqualification up to four (4) months. If, at the end of the four months, the employee is not qualified to return to work, the employee shall be terminated. If the employee is qualified, that is, in possession of a CDL within the four (4) months, the employee shall be reinstated on a last chance basis. In the event such employee again becomes disqualified by virtue of losing his CDL, the employee shall be terminated. At the Town's option, in lieu of suspension hereunder, the employee may be given alternate employment not requiring a CDL for up to four (4) months. If alternate employment is offered, the employee must obtain his CDL within the same four (4) month period. Any person hired as a replacement for the employee who loses his CDL shall not be considered as within the bargaining unit for the four (4) month period and is not subject to the terms and conditions of the collective bargaining agreement during that time.

Section 12.5 - Physical Examinations. The Town shall pay for all physicals required of employees by the Town or by federal or state law. The Town shall have full access to reports and evaluations by the physicians. Employees are required to submit to such physical examinations and to follow any recommendations made by the physicians. The Town shall choose the physicians or other medical providers.

Section 12.6 - Town Use of Employee Equipment and Tools. The Town does not expect employees to provide their own equipment and tools except for the mechanic and assistant mechanic who supply the basic tools of their trade. The Town shall establish accounts of \$300 per year for the mechanic and the assistant mechanic for replacement/repair of their own tools that are broken or worn out because of use on the job; this amount shall increase to \$400 beginning in fiscal year 2023-2024. Permission to repair or replace a tool must be obtained from the supervisor before the purchase is made. After the purchase is made, the replaced tool must be turned in to the supervisor along with a receipt and the new tool. The mechanic or assistant mechanic will be reimbursed from his account for the cost of the tool so long as the quality of the new tool is the same as or similar to the quality of the broken or worn tool.

Section 12.7 - Substance Abuse Prevention and Testing. All employees shall be subject to the Town of New Fairfield Substance Abuse Policy for Public Works Employees.

Section 12.8 - Subcontracting. The Town reserves its right to subcontract work performed by the bargaining unit employees provided that no bargaining unit employee shall be laid off as a result of such subcontracting.

Section 12.9 - Notice. The Town shall give written notice to the Teamsters Local 443 Business Agent whenever the Town is contemplating a modification of wages, hours, and conditions of employment that are mandatory subjects of bargaining.

Section 12.10 – Scope of Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited rights and opportunity to make demands and offer proposals with respect to all matters subject to collective bargaining. All understandings which

have been arrived at in the exercise of this collective bargaining process are set forth in this Agreement. Consistent herewith, the Town and the Union agree that this Agreement is a complete Agreement and that all matters concerning wages, hours and conditions of employment have been bargained.

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

ARTICLE 13- DURATION

Section 13.0 - Effective Date -Termination. Unless otherwise provided within the body of this Agreement, this Agreement shall become effective on July 1, 2023 or upon execution, whichever occurs later, and shall remain in full force and effect through June 30, 2027. Negotiations for a successor Agreement shall be governed by applicable law.

The parties agree that the Side Letter Performance Award Program is deleted, null and void. This Agreement may be altered or modified after the date of signature below only by written agreement of the parties. No provision not in this Agreement shall be enforceable unless included in a subsequent agreement.

TOWN OF NEW FAIRFIELD

TEAMSTERS LOCAL NO. 443

Patricia del Monico

John A. Sobel

First Selectman

Secretary - Treasurer

10/30/23

Principal Officer

11-06-2023

WAGE APPENDIX

Wages will be modified as follows:

Effective upon execution and retroactive to July 1, 2023, for employees on the payroll at that time – 2.5%; July 1, 2024 – 2.5%; July 1, 2025 – 2.5%; July 1, 2026 – 2.25%.

	Effective	Effective	Effective	Effective	Effective
Job Title	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Buildings/Gr. Sup.	\$ 34.46	\$ 35.32	\$ 36.20	\$ 37.11	\$ 37.94
Pub. Works Supt.	\$ 45.94	\$ 47.09	\$ 48.27	\$ 49.47	\$ 50.59
Crew Leader	\$ 32.01	\$ 32.81	\$ 33.63	\$ 34.47	\$ 35.25
Driver/Operator/ Maintainer	\$ 28.55	\$ 29.26	\$ 30.00	\$ 30.75	\$ 31.44
Non-CDL Laborer	\$ 21.88	\$ 22.43	\$ 22.99	\$ 23.56	\$ 24.09
Garage Foreman	\$ 35.80	\$ 36.70	\$ 37.61	\$ 38.55	\$ 39.42
Mechanic	\$ 33.17	\$ 34.00	\$ 34.85	\$ 35.72	\$ 36.52

Application of Wage Appendix:

1. Newly hired or promoted employees may be paid at an hourly rate up to Two Dollars (\$2.00) below the job rate as determined by the First Selectman. Such employees shall receive increases of fifty cents (\$.50) every six (6) months until they are paid the job rate, provided their performance has been satisfactory.
2. The present practice of paying qualified employees the Driver/Operator rate when plowing snow outside of their regular working hours shall be continued.