COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF EASTON

AND

LOCAL 1303-406 OF COUNCIL 4

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO EASTON TOWN HALL EMPLOYEES



JULY 1, 2017 THROUGH JUNE 30, 2021

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PREAMBLE

The Town of Easton ("Town") and the Easton Employees Unit, Local #1303-406 AFSCME Connecticut Council 4, AFL-CIO ("Union") agree that the welfare of the Town and its citizens and employees is dependent largely upon the services which the Town renders the public. Improvements in these services and economies in operations are promoted by willing cooperation between the Town and the Union to render honest, efficient and economical services to the public. The spirit of cooperation between the Town and the employees represented by the Union being essential to efficient operation and service, the parties will conduct themselves to promote this spirit.

ARTICLE I RECOGNITION

Section 1 - Recognition

A. In accordance with Section 7-467 to 7-477 of the Connecticut General Statutes, the Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining in respect to wages, hours, and other conditions of employment for the employees certified by the Connecticut State Board of Labor Relations (Decision No. 3773, dated May 31, 2000) (as such certification has been amended by mutual agreement of the parties) excluding part-time employees who work less than twenty (20) hours per week. The positions included in this unit are, P&Z/ZBA Clerk II, Part-time and full-time Dispatchers, Police Chief Secretary, Records Clerk II, Part-time Library Employees, Custodian, EMT's, Part-time and full-time, Library Assistant, Conservation Secretary & Assistant Tax Collector, Van Driver, Assistant Town Clerks, Park & Recreation Secretary, Health/Building Part-time Secretary, Assessor Clerk, Maintainer I, Records Clerk I, Maintenance Worker, Public Works Secretary, Accounts Payable/Receptionist, Building Secretary, excluding all others by agreement and/or under operation of law (collectively, "Employees" and individually, "Employee").

Section 2 - Copies of Agreement

The Town shall give each new replacement Employee when hired, a copy of the current Collective Bargaining Agreement.

ARTICLE II MANAGEMENT RIGHTS

All rights, powers, authority and functions of the Town formerly exercised or exercisable by the Town shall remain vested exclusively in the Town except insofar as specifically surrendered or abridged by the express written provisions of this Agreement. Such rights, powers, authority and functions include, but are not limited to: the full and exclusive control, management and operation of all Town departments; the determination

of the scope of the Town's activities, the method of delivering services, including the right to determine processes, products, equipment and tools to be utilized; the establishment of job classifications and job descriptions; the determination of the number and type of jobs; the determination of reasonable standards of work; the establishment and enforcement of such reasonable rules and regulations as the Town may from time to time deem necessary; the determination of the number of hours to be worked; the direction of the workforce, including but not limited to, the right to hire, assign, layoff, recall, promote, transfer and discipline for just cause any of its Employees; the right to maintain order and efficiency; and the right to allocate resources.

ARTICLE III UNION RIGHTS AND SECURITY

Section 1 - Union Membership or Service Fee

- A. Within thirty (30) days after the date of this Agreement, or within thirty (30) days of hire, each Employee shall, as a condition to continued employment, join the Union and maintain his Union membership in good standing or pay in the alternative, a service fee to the Union in accordance with applicable law.
- B. The Union has adopted procedures necessary to protect the constitutional rights of all Employees, details of which can be obtained from the Union.

Section 2 - Failure to Join Union or Pay Service Fee

In the event that an Employee does not join the Union or pay the required service fee by the thirtieth (30th) day as required, the Employee shall be terminated. The Town shall institute the necessary procedures for termination provided the Union has sent written notice to the Employee (with a copy to the First Selectman) that the Employee has not fulfilled his obligations by the requisite date and that a request for his termination is being made to the Town. The Union shall indemnify and save the Town harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article.

Section 3 - Deduction of Dues and Service Fees

Upon written authorization by the Employee, the Town shall deduct the service fees and dues from the salary of non-members and members of the Union each pay period and remit the same to Council 4, AFSCME, AFL-CIO, 444 East Main Street, New Britain, Connecticut 06051.

Section 4 - Union Representatives List

The Union shall furnish the Town with a list of all Employee representatives and Union staff members authorized to represent the Union within ten (10) calendar days from the date of this Agreement and update such list as required from time to time.

Section 5 - Dealing with Union Representatives

Representatives of the Town in its capacity as an Employer of the Employees shall deal exclusively with Union designated stewards or representatives in the processing of grievances (except as otherwise set forth in the grievance procedure) or in other than normal day-to-day contract administration.

Section 6 - Communication by Union

The Union shall have the right to post notices on bulletin boards designated by the Town and to utilize the Town mail distribution system.

ARTICLE IV HOURS OF WORK

Section 1 - Hours, Overtime, Compensatory Time

- A. Employees shall continue to work their current hours of work on their current schedules (which in some cases are flexible) or such other hours and schedules as the parties may agree for the duration of this Agreement. The current hours and schedules are set forth on Appendix A, but may be changed to meet the needs of the Town. It is anticipated that Employees should be able to complete their respective duties during their normal hours of work, but in addition to the specified hours, Employees may be required to work additional time to accomplish various tasks of their positions on an overtime basis.
- B. Employees shall be paid at regular hourly rates for time in excess of the regular workweek to commencement of overtime. Overtime shall be paid at time and one half (1 ½) for a workweek of over forty (40) hours provided that any sick leave taken during the workweek shall not count toward the forty (40) hours.
- C. In lieu of overtime, Employees with the approval of their supervisor may take compensatory time at straight time for hours in excess of their regular workweek to forty (40) hours and at time and one half (1 ½) for overtime. The hours may be taken during the same pay period as the overtime accrued or subject to accurate, contemporaneous timekeeping, and based on the needs of the Town. Employees may bank such hours to be used as time off to be taken within the same fiscal year when the needs of the department permit. No such banked time shall be carried beyond the fiscal year in which it is earned.

Section 2 - Flexible Schedules

Notwithstanding Section 1 A of this Article, the Town shall have the authority to implement flexible work schedules, both as to days worked and hours worked, as well as to implement innovative approaches, including but not limited to telecommuting arrangements or split shifts, with individual Employees. Accordingly, the Town may vary the Employee's normal schedule, so long as no Employee is required to work on a regularly scheduled basis more than the number of hours set forth in Appendix A for the position in question, unless the Employee so agrees. Specifically, some Employees' schedules are adjusted on a rotating basis to provide coverage and to accommodate town meetings and meetings of professional organizations.

Section 3 - Call Back

An Employee called back to work other than to start his regular shift early or to extend his regular shift, shall be paid time and one half (1 ½) for a minimum of four (4) hours if the callback is between 12:00 midnight and 5:00 a.m. and two (2) hours at any other time.

Section 4 - Dispatchers' Shifts

Whenever a full-time dispatcher leaves the employ of the Town, the remaining full-time dispatchers shall have the right to bid for the open shift which shall be filled on the basis of seniority. This provision shall not apply to part-time dispatchers.

Section 5 - Use of Qualified Substitutes as Dispatchers

When open shifts become available Monday through Friday full-time dispatchers shall be offered the open shift. If no full-time Employee is willing to cover the shift, it shall be offered to part time Employees, if no part timers are willing to cover the shift, the Town shall offer the shift to qualified substitute dispatchers.

Section 6 – Dispatchers Open Weekend Shifts

When an unassigned weekend shift becomes available and cannot be filled from the part time dispatcher list, the open shift will be offered to a part time dispatcher who is already scheduled to work a shift on that weekend at the part time dispatcher's overtime rate of pay. If the shift cannot be filled under this provision, then a full time dispatcher shall be mandated to work the shift pursuant to the current rotation schedule.

ARTICLE V CLASSIFICATION PLAN

The Town will maintain a classification plan for the classification of positions in the bargaining unit as set forth in Appendix B. The Town shall determine the classification for each position which may be revised from time to time.

ARTICLE VI PAY

Section 1 - Pay Ranges and Rates

The salaries of all persons covered under this Agreement are set forth in Appendix C-1, Appendix C-2, and Appendix C-3 which is attached hereto and made a part of this Agreement.

Section 2 - Minimum and Maximum Rates

During the term of this Agreement, no position in the unit shall be assigned a salary higher than the maximum or lower than the minimum salary provided for the class of the position; provided, however, that a current Employee who is above the pay range shall be redlined.

Section 3 - Administration

Pay shall be administered in accordance with the following provisions:

- A. The hiring rate of pay for initial employment shall normally be the beginning end of the range for the class of the position (i.e., Step A). An Employee may be hired at a rate above the beginning end of the range for the class of the position in the discretion of the Town in recognition of such person's extraordinary qualifications or in recognition of a lack of available candidates at the hiring rate; provided, however, that no new Employee shall be hired at a rate higher than the lowest rate paid a then current Employee for the same position. An Employee hired at Step A or at a rate below Step B shall advance to Step B upon successful completion of the probationary period.
- B. Pay increases: Each Employee's current salary shall be increased as follows:
 - 1). Effective July 1, 2017 the scale in effect June 30, 2017 shall be increased two and three tenths percent (2.3%).
 - 2). Effective July 1, 2018, the scale in effect June 30, 2018, shall be increased by two and three tenths percent (2.3%).
 - 3). Effective July 1, 2019, the scale in effect June 30, 2019, shall be increased by two and three tenths percent (2.3%).
 - 4). Effective July 1, 2020, the scale in effect June 30, 2020, shall be increased by two and three tenths percent (2.3%).
 - 5). Each eligible Employee (except those at the top of their scale or redlined beyond the scale shall receive the general wage increase and shall advance

- one (1) step, subject to any withholding pursuant to Section C of this Article. Probationary Employees, shall advance pursuant to Section A of this Article), subject to any withholding pursuant to Section C of this Article. Employees shall only move within the range for their position.
- C. The Town may withhold all or part of a step or a general wage increase based on an Employee's unsatisfactory performance, provided the Employee has been given notice of the Town's intention to do so at least six (6) months prior to the date on which such increase would have been effective and the Employee's performance has not subsequently become satisfactory.
- D. Payment: The pay due each Employee shall be paid in substantially equal payments payable every two weeks during the contract year.
- E. Employee Log and Locator: Each building shall maintain an Employee log and locator. For each workday, each Employee shall enter the time of arrival and the time of leaving. Each Employee shall also enter periods of absence from the building during the workday and the reason for such absence (e.g., 11:00-11:30 trip to post office, 12:30-1:00 lunch, 9:00-11:00 assigned to work at Aspetuck Park, etc.). Employees shall not be required to make an entry in the log/locator when going between Town buildings (e.g., Library to Town Hall). Each Employee shall also designate absences from work when known in advance (e.g., vacation) or as soon after as possible (e.g., unanticipated sick day). Employee shall also indicate if and how the Employee can be reached during the absence. Employees need not report to their workstation at the beginning or end of each workday provided the Employee log/locator is properly completed in advance. Maintenance of the Employee log/locator shall not relieve the Employee from complying with other notice provisions of this Agreement (e.g., for vacations or other absences). The building Employee log/locator shall be submitted to the Payroll Office each Monday.
- F. Effective June 30, 2010, there shall no longer be longevity payments with the exception that the following Employees shall be grandfathered to receive annual longevity payments in accordance with the Town of Easton Employee Handbook:

Terry Calgreen Barbara Fitchen

> ARTICLE VII BENEFITS

Section 1 - Health and Life Insurance

- A. The Town of Easton shall provide health insurance plan which covers-all eligible employees, their spouses, children and domestic partners.
 - 1. Effective July 1, 2017, all employees shall enroll in the Connecticut 2.0 Partnership Plan. There shall be a 10% premium cost share for 2017, 11% for 2018, 12% for 2019 and 13% for 2020.
 - 2. The Employee premium cost share for the health insurance set forth herein shall be pre-tax, Section 125 deductions.
- B. An Employee who retires under the Town's pension plan shall be eligible to continue participation in the health plan subject to the following:
 - 1. The Employee shall pay all costs for retiree insurance benefits.
 - 2. The existing carve-out method for coordination of benefits with Medicare shall continue.
 - 3. Retirees shall be eligible to participate in the same health plan as is available from time to time to active Employees, but in no event shall a retiree be eligible for greater benefits than he enjoyed at the time of retirement.
 - 4. Retirees under age 65 shall be subject to all provisions of any cost containment program applicable to active Employees.
- C. The Town shall provide and pay for a disability insurance plan with a deductible of 180 days and with income from the disability to age 65 at approximately 60% of salary.
- D. The Town will pay for group life insurance, with Accidental Death and Dismemberment benefits, for each Employee in the amount of \$50,000.00.
- E. Employees who elect not to take the health insurance coverage provided by the Town, upon signing of a waiver, shall receive the following annual payment in lieu of such coverage less necessary taxes:
 - 1. \$1,000 (if eligible for individual coverage)
 - 2. \$2,000 (if eligible for individual plus one dependent coverage)
 - 3. \$3,000 (if eligible for family coverage)

Employees of the Town (whether or not both are within the bargaining unit) who are married to each other or who meet the insurance carrier's provisions for coverage as a domestic partner may have:

- 1. One elect medical insurance benefits and the other elect payment in lieu of individual coverage benefits, or
- 2. Both elect payment in lieu of benefits with one for individual coverage and the other for individual plus dependent or family coverage as applicable.

Elections and payment shall be on the basis of current status.

Such payments shall be made in a lump sum for one-half the amount due in the payroll period nearest to December 1st of each year and June 1st of each year.

In order to receive a payment in lieu of coverage, the Employee shall apply for the same by letter to the Payroll department between June 1st and June 30th of the fiscal year preceding the fiscal year in which the insurance coverage will be waived.

Employees who have opted for payment in lieu of insurance, but find during the year that their insurance needs have changed, may, subject to the requirements of the insurer, elect to change to insurance coverage and reimburse the Town for payment received, pro-rated for the number of months in the fiscal year that the Employee received insurance coverage. The Employee must offer proof of insurability and pre-existing conditions shall be covered to the extent of the requirements of the insurance carrier.

Employees who elect in lieu of payments shall not be required to make contributions in accordance with Section I A of this Article.

- F. The Town shall provide health insurance coverage for domestic partners to the extent provided by the Town's insurers in accordance with their regulations.
- G. Unless otherwise required by the current insurer, health and life coverage shall commence on the first of the month after initial employment.
- H. The Town shall have the right to substitute for the insurance or any portion of the insurance provided for in this Section 1, insurance providing benefits which on the whole, are substantially equal to or better than benefits provided under this Section 1. Substitution shall not be made until after sixty (60) days' notice to the Union or Union agreement, whichever is first. During such sixty (60) days, the Union may grieve the question of whether or not the proposed insurance benefits are, on the whole, substantially equal to or better than the current benefits and if a grievance is filed, no substitution shall be made until the grievance is fully resolved.
- I. The Town retains the right to offer from time to time, voluntary alternative health insurance plans to the Employees. The Union shall cooperate in any such offerings by allowing the Employees, as a group and individual Employees, to receive information with respect to any alternative health insurance plans offered by the Town. Alternative health insurance plans shall be defined in the broadest terms and shall not be restricted to traditional PPO plans. In offering such plans, the Town may offer such premium cost sharing, deductible cost sharing, or other Employee contribution as it deems appropriate. The nature of the plan, the design, and the cost sharing provisions are completely within the discretion of the

Town. The Union shall not discourage the Employees which it represents from considering any such alternative health insurance plans.

Section 2 - Workers' Compensation

- A. An Employee unable to work who is receiving benefits under the provisions of the Workers' Compensation Act of the State of Connecticut shall receive the difference between his regular base pay from the Town and the Worker's Compensation benefits. This shall not be deducted from his sick leave. The difference between regular pay and Workers' Compensation shall be paid until such time as the first of the following occurs:
 - 1. The Employee is able to return to work.
 - 2. The Employee has reached maximum medical improvement and is no longer able to perform his duties.
 - 3. Twelve (12) weeks have passed.

An Employee on Workers' Compensation shall in no event receive in any one fiscal year, compensation in excess of his normal wages. Such Employee shall not receive additional payments for vacations and holidays and shall not accrue vacation or sick time, but such Employee shall not lose any accrued vacation time, and if any such accrued vacation shall be required to be carried over to the next fiscal year, the Employee may be required to take cash instead of time off.

An Employee who is on leave pursuant to this Section may be assigned to "light duty" status from and after the date on which the treating physician determines that he may return to work even though he cannot perform all of the regular duties of the position. Such assignment shall be in the sole discretion of the Town and shall be subject to the following:

- 1. The assignment shall be consistent with the limitations prescribed by the Employee's treating physician.
- 2. The nature and duration of the assignment shall be determined by the Town.
- 3. The work schedule for the Employee on light duty status shall be subject to any limitation on hours of work prescribed by the Employee's treating physician.

Any Employee who is released by the treating physician to perform restricted work and who refuses to accept a light duty assignment shall forfeit his right to injury leave. This provision shall not, however, be determinative as to the Employee's right to Workers' Compensation payments, which are the province of the Workers' Compensation Commissioner.

In order to be eligible for benefits under this Section, an Employee must receive initial treatment from the health care provider designated by the Town and must continue to receive treatment from one of the preferred providers designated by the Town. The Town has implemented a preferred provider network for all treatment of work related injuries. Employees are required to use the network providers in order to be eligible for Workers' Compensation benefits except as provided in the Workers' Compensation Act.

If twenty-four (24) months from the date of the work related illness or injury, the employee is unable to return to full duty, the town may separate the employee from employment. The Union may appeal such discussion subject to arbitrary and capricious standard.

- B. The Town shall have the right to intervene in any third party suit in order to receive payments made pursuant to this Section.
- C. An Employee receiving benefits under this Section who is eligible for disability payments under insurance provided by the Town, shall be required to apply for such benefits which shall be used to offset the benefits provided by the Town under this Section.

Section 3 - Jury Duty

The Town shall pay each Employee required to serve on jury duty the difference between any compensation received and the Employee's base pay, provided proof of jury duty and compensation received is submitted to the Payroll Office. Each Employee summoned to jury duty shall promptly advise the Payroll Office of such fact and shall update such notice on at least a weekly basis until discharged.

Section 4 - Car Allowance

Employees who use their personal cars in the service of the Town shall receive the IRS rate in effect when the use of their car occurs.

Section 5 - Work Appropriate Clothing

For the positions of custodian, maintainer I, and maintenance worker, the Town shall provide a payment of up to \$150.00 per year for the purchase of work appropriate clothing to be paid upon presentation of proof of purchase.

Section 6 - Rain Slicker

For the positions of custodian, maintainer I, and maintenance worker, the Town shall provide a rain slicker for outside work.

Section 7 - Employee Assistance Program

For the duration of this Agreement, the Town shall provide an employee assistance program.

Section 8 - EMT Provisions

- A. Educational requirements are intended to insure continuing medical education for the mutual benefit of the Town and the Employee and ultimately, the patient. In addition to maintaining the expected ALS skill levels required from time to time by the Easton EMS, the Employee shall attend a minimum of eight (8) seminars. The employee will be paid overtime for all CME's attended, including a stipend for travel time if necessary. All CME's outside of EVEMS must have prior approval of the EMS Chief. The employee shall attend at least one (1) full day of seminars at the annual State of Connecticut EMS Conference. attendance shall be required. The Easton EMS Commission shall have the right to alter or add to the requirements at any time, and may, from time to time, request specific attendance at a recommended training program. All training programs shall have the pre-approval of the Easton EMS Commission and an approved list of continuing educational classes or seminars shall be provided to the Employee. Failure to comply with the continuing medical education directives or specific requests of the EMS Commission will result in loss of the educational incentive funding. Failure to retain the required ALS skill levels shall result in termination.
- B. The Town has provided present EMTs with the following items and shall, upon employment, provide each new EMT with the following: two (2) T-shirts, three (3) shirts, two (2) pants, one (1) pair of shoes, and one (1) windbreaker. These items shall be replaced as required.
- C. The Easton Volunteer Emergency Medical Services, Inc. has provided EMTs with other clothing (e.g. a jacket). In the event that an item which was provided to EMTs in the past shall no longer be provided by the Easton Volunteer Emergency Medical Services, Inc., the Town and the Union shall negotiate the impact of the discontinuation.
- D. EMTs shall receive an age appropriate physical examination as provided by the medical insurance, with the Town paying the cost of any deductible.
- E. The Town of Easton will require any Emergency Medical Technician (EMT) to pass a physical examination at regular intervals.

Section 9 - Clothing for Dispatchers

A. The Town has provided present dispatchers with the following items and shall, upon employment, provide each full-time dispatcher with three (3) long sleeved shirts, three (3) short sleeved shirts, and three (3) pants, and the Town shall provide each part-time dispatcher with one (1) long sleeved shirt and one (1) short sleeved shirt. These items shall be replaced as required.

B. Full-time dispatchers shall receive a cleaning allowance of one hundred (\$100.00) dollars per year in December.

ARTICLE VIII HOLIDAYS

Section 1 - Holidays

All Employees covered by this Agreement shall receive the following thirteen (13) paid holidays per calendar year:

New Year's Day
Martin Luther King Day
Washington's Birthday
Good Friday
Memorial Day

Independence Day
Labor Day
Labor Day
Columbus Day
Day After Thanksgiving Day
Day Before Christmas
Christmas Day

Section 2 - Observance

- A. If a holiday falls on a Sunday, it shall be observed and celebrated on the following Monday. If a holiday falls on a Saturday, it shall be observed and celebrated on the preceding Friday.
- B. Notwithstanding the foregoing, if the State of Connecticut designates a particular day as the day to observe the holiday, then the holiday will be observed on the day designated by the State.

Section 3 - Holiday Pay for Departments Open on Saturday and Sunday

Where a holiday falls on a Saturday or Sunday for Employees of a department regularly scheduled to be open on Saturday and Sunday, holiday pay shall be in accordance with Section 5 listed below.

Section 4 - Holiday Pay for Departments Open on Saturday

Where a holiday falls on a Saturday for an Employee of a department regularly scheduled to be open on Saturday (e.g., the Library), the department shall be closed on the day designated for the holiday (e.g., Friday) for which the Employee shall be paid and the department shall also be closed on Saturday for which the Employee shall not be paid, except that an Employee who is normally scheduled not to work on the holiday (e.g., Friday) but is normally scheduled to work on Saturday shall be paid.

Section 5 - Holiday Pay for Police Dispatchers

Full time Dispatchers who work a five (5) day week shall be compensated at time and one half the employee's regular straight time hourly rate of pay if they are required to work on a holiday or on a Friday or Monday which is designated as a holiday during the

week. Overtime pay for work performed on a holiday shall be in addition to the regular straight time holiday pay. If the full time dispatcher takes the holiday credit, he or she will receive straight time holiday pay.

If a full time Dispatcher works on a holiday beyond their eight (8) hour shift, they shall be compensated at time and one half the employee's regular straight time hourly rate of pay for all additional hours worked in addition to the regular straight time holiday pay provided they actually worked the required forty (40) hours.

ARTICLE IX VACATIONS

Section 1 - Vacation Accrual and Use

A. All Employees earn vacation as follows:

Years of Service	Working Vacation Days
0 - 1	0 (see B. below)
1 - 2	12 working days
3 - 4	13 working days
5 - 9	18 working days
10 years	19 working days
11 years	20 working days
12 years	21 working days
13 years	22 working days
14 years	23 working days
15 years	24 working days
16 years	25 working days
17 years	26 working days
18 years	27 working days
19 years and after	28 working days

Employees hired after June 30, 2015 shall not receive more than 25 vacation days.

- B. Newly hired Employees on the completion of one year of service shall be entitled to two weeks' vacation with pay.
- C. Years of service shall be measured from the anniversary date of the first day of employment, for purposes of determining earned vacation for employees hired after June 30, 2015. Employees hired on or before June 30, 2015 will remain on a fiscal year schedule.

Section 2 - Vacation Carryover

Any vacation unused in a given year will be lost unless extenuating circumstances prevent an Employee from taking his vacation. Under such extenuating circumstances,

an Employee shall request vacation carry-over in writing, spelling out the reasons to his Department Head (if any) and the First Selectman. Vacation time will be allowed to carry over into the next year, if and only if prior approval has been granted by the Employee's respective Department Head (if any) and the First Selectman, provided, however, that no Employee may have at any time an accumulation of vacation time in excess of the annual accrued vacation provided in Section 1 of this Article plus ten (10) working days. Any unused accumulated vacation in excess of this maximum shall be forfeited on an annual basis. Requests for vacation carry over made within one month of the appropriate year end will generally not be granted.

Section 3 - Vacation Payment Upon Termination of Employment

Except for terminations for cause and voluntary resignations without two week notice, pro-rated accumulated vacation pay shall be paid to an Employee who terminates service with the Town. For such purpose, vacation will be assumed to be accumulated at the monthly rate earned by the Employee during the fiscal year in which termination occurred (e.g., an Employee with 12 working vacation days accumulates at 1 day per month.)

Section 4 - Vacation Payment Upon Death of Employee

In the event of the death of the Employee, his designated beneficiary, or if none, his estate, shall receive any pro-rated accumulated vacation pay.

Section 5 - Holiday During Vacation

When a holiday occurs during a vacation period, the Employee shall not be charged a vacation day for the holiday.

Section 6 - Advance Payment for Vacation

At the Employee's option, vacation pay will be paid in advance on the last normal pay day prior to the start of the vacation period.

Section 7 - Call Back During Vacation

Employees shall not be called back to work while on vacation except for emergency work and at the Employee's option, and if called back, the Employee shall receive his vacation pay plus time and one-half $(1 \frac{1}{2})$ his regular daily rate for not less than four (4) hours.

Section 8 - Choice of Vacation

Each Employee shall be free to choose the time of his vacation subject to the approval of his Department Head. If there is no Department Head, approval shall be by the First Selectman. Scheduling of vacations shall be by seniority within each department. Each

Employee, when selecting his vacation days, shall notify his Department Head, or if none, the First Selectman, in writing at least fifteen (15) days in advance of the time during which he desires to take vacation of five (5) or more consecutive working days. If an employee seeks a vacation of less than five (5) consecutive working days, he shall give as much notice as possible, but not less than three (3) days, except in the event of an emergency in which case as much notice as possible shall be given. If the Department Head, or, if none, the First Selectman, does not deny in writing the requested vacation period within five (5) days (or two (2) days in the case of a three (3) day required notice), the request shall be deemed to be approved.

ARTICLE X LEAVE PROVISIONS

Section 1 - Sick Leave

- A. Employees scheduled regularly to work twenty (20) or more hours per week shall be entitled to a leave of absence with full pay for sickness to the extent of their accumulated sick leave. For Employees scheduled regularly to work more than thirty (30) hours per week, sick leave shall accumulate at the rate of ten (10) hours per month to a maximum to one thousand (1000) hours. For Employees scheduled regularly to work at least twenty (20) but less than thirty (30) hours, sick leave shall accumulate at the rate of six (6) hours per month to a maximum of seven hundred (700) hours.
- B. The Employee, a family member, or the Employee's physician, must notify the Employee's supervisor who shall notify the Human Resources Coordinator on the first day of the sick leave and on each succeeding day up to one (1) week (except that if at any time the Employee has knowledge that he will be absent for more than one (1) day, he may notify the supervisor of such fact); thereafter, notification should be given on the first working day of each week. For any sick leave over one (1) week, the Employee shall keep the Town advised on a continuing basis of the anticipated date of return.
- C. The Human Resources Coordinator may request medical evidence of sickness or disability from a physician or hospital following the third day of any sick leave. After an Employee has been out of work one (1) week for sickness or disability, the Town has the right to have the Employee examined by a physician chosen by the Town at its expense as often as it deems necessary. The supervisor will maintain sick leave records and provide the payroll department with account totals each pay period.
- D. For each Employee who was on the payroll of the Town on June 30, 2001, the Town shall pay unused accumulated sick leave to the Employee when the Employee retires, to the designated beneficiary of an Employee who dies while an active Employee, and to the Employee who terminates in good standing with at least five (5) years continuous service as follows: For Employees regularly working thirty (30) or more hours per week up to a maximum of five hundred

(500) hours of the unused accumulated sick leave and for Employees working at least twenty (20) but less than thirty (30) hours per week up to a maximum of three hundred fifty (350) hours of the unused accumulated sick leave.

Section 2 - Pregnancy

The Town shall comply with Section 46a-60(a) (7) of the Connecticut General Statutes. Inclusion of this provision in this Agreement shall be deemed to be compliance with any notice provision.

Section 3 - Maternity Leave

A. Notification

An Employee who becomes pregnant, shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her regular duty assignments.

B. <u>Light Duty</u>

The Town will make reasonable accommodations to provide for "light duty" work in accordance with the "light duty" provisions as set forth in the Section on Worker's Compensation, when in the opinion of the Employee's physician, this is appropriate. To the extent that light duty is not available or to supplement the hours worked under light duty, the Employee shall use accumulated sick leave and other accrued leave such as vacation.

C. <u>Leave for Maternity Purposes</u>

Upon the request of the Employee and as supported by her physician's certification of the Employee's inability to continue to work, the Employee shall be granted leave for maternity purposes in accordance with other applicable provisions of this Agreement (e.g., sick leave, family leave, etc.).

Section 4 – Bereavement Leave

- 1. Leave of up to five (5) working days, with pay, shall be granted in the event of the death of a spouse, child, stepchild, mother, father, sister, brother, mother-in-law, or father-in-law.
- 2. Leave of up to three (3) working days, with pay, shall be granted in the event of the death of a grandparent or grandchild or for other relatives who are actual members of the household of the employee.
- 3. For relatives (not indicated in 1 and 2 above) up to one (1) working day, with pay, may be taken for the purpose of attending the funeral.

- 4. Under extenuating circumstance of hardship, up to three (3) additional working days, with pay, may be taken with the approval of the First Selectman.
- 5. Any bereavement leave shall be taken within ten (10) working days after the date of death.
- 6. The leave is phrased in terms of "up to" the number of days because it is recognized that bereavement leave is a personal matter and in the Employee's discretion, may not require the full possible number of days.
- 7. An Employee shall provide documentation if requested.

Section 5 - Leave for Illness in the Immediate Family

When the serious illness of a member of the Employee's immediate family (spouse, child, parent, parent-in-law, or other relative living in the household) requires his personal attendance, sick leave may be used, provided proof of illness may be required and use may be denied where the operations of the Town would be adversely affected. Determination of adverse effect shall be made by the First Selectman based on consultation with the department.

Section 6 - Leave of Absence Without Pay

Leave of absence without pay may be granted for a maximum period of one (1) year for legitimate purposes (other than FMLA leave pursuant to Section 9). Any such leave shall be requested in writing to the Department Head (if any) and shall require the approval of the First Selectman. Leave for other employment shall not be grounds for leave of absence.

Section 7 - Accruals While on Leave of Absence

After thirty (30) days, an Employee will neither receive nor accrue fringe benefits such as vacation, holidays, and sick leave while on leave of absence and his seniority will not be increased. He will retain the accrued benefits and seniority he possessed provided he returns by the end of the leave. Such Employees shall, however, be entitled to continuation of their insurance benefits upon payment of the full premium for such period as the insurance company will allow such coverage. This provision shall not apply to leave which is under Workers' Compensation coverage.

Section 8 - Military Leave

Employees who have a military reserve obligation are allowed time off to attend their annual training duty and cannot be required to use vacation time for this duty. The Town shall pay any such Employee the difference between the Employee's military pay and his base pay for up to two (2) weeks. Proof of pay shall be supplied. Employees shall also

be granted leave without pay for the duration of active military service and shall be returned to their original position or to one similar in pay and duties upon their separation from active military service, provided they return to the Town service within ninety (90) days of their separation from the active military service or from hospitalization arising from such service. A reservist is covered under military insurance and not Town insurance. His family will continue to be covered under the Town's health insurance for 180 days beginning with the date of active service.

Section 9 - FMLA Leave

Employees shall be entitled to unpaid leave in accordance with the provisions of the federal Family and Medical Leave Act. There will be no loss of accrued benefits during the period of such leave, but there will be no further accrual of length of service or other benefits during the leave. Available sick leave shall be substituted for Family and Medical Leave to the extent permitted by law except that at the Employee's option, up to forty (40) hours of sick leave may be preserved.

Section 10 - Payment of Insurance While on Sick Leave

The Town shall continue to pay all insurance premiums for insurance to which an Employee is entitled under this Agreement when an Employee is on sick leave.

Section 11 - Retention of Insurance During Leave of Absence

Any Employee on a leave of absence, (except for sick leave for which insurance is paid), may retain group health and life insurance at his own expense.

Section 12 - Return from Family Leave to Part-time Status

Upon expiration of sick leave and leave pursuant to the FMLA an Employee may, with the approval of the Department Head (if any) and the First Selectman, establish a part-time work week for a period not to exceed four (4) weeks. This additional benefit must be taken as a continual uninterrupted period. Employees who work a minimum of fifteen (15) hours per week during the four-week period shall continue to earn benefits provided in this Agreement. Paid sick leave may not be used during this period. The Employee may take unworked days as paid vacation (if available). At the end of the four week period, the Employee must return to full time work, or if unable, proceed under other available contract leave options or terminate his employment.

ARTICLE XI SENIORITY

Section 1 - Seniority

Seniority shall be the length of continuous service to the Town. Such seniority shall apply to the Employee's rights in case of layoff, re-employment, transfer, bidding, promotion, and vacations as provided in this Agreement.

Section 2 - Break in Seniority

Seniority shall only be broken for the following:

- a) Termination;
- b) Resignation or retirement;
- c) Expiration of recall rights;

provided, however, that an Employee who is re-employed by the Town within ninety (90) days of any such event shall not have seniority broken.

Section 3 - Probationary Period

An Employee hired to a position within the bargaining unit will serve a probationary period of six (6) months. During this probationary period, the Employee will be covered by all terms and benefits of this Agreement, except he will not be entitled to paid vacations or use of the grievance procedure if terminated. If the Employee successfully completes his probationary period, all rights and benefits shall accrue as of the date of employment.

Section 4 - Employee List

The Town shall prepare a list of Employees represented by the Union showing their seniority in time of service with the Town, their classification and rate of pay, and deliver the same to the Union within thirty (30) days of the signing and each anniversary date of this Agreement.

Section 5 - Promotions

Employees who are promoted either in or out of the bargaining unit shall have a probationary period in the promoted position of ninety (90) days if within the unit and the number of days specified by the Town if out of the unit. During such period (but not to exceed ninety (90) days), the position vacated shall be filled with the understanding that the promoted Employee may bump back within the ninety (90) day period in the event the Employee fails the probationary period or becomes ineligible for the position because of testing. If the Employee returns back to the bargaining unit, he shall be the least senior for assignment of positions within the Employee's classification. Seniority for this purpose shall be the date on which the affected Employee returns to the bargaining unit.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1 - Purpose

The purpose of this procedure is to provide an orderly method of adjusting grievances. A "grievance" for purposes of this procedure is a complaint by an Employee concerning any alleged misinterpretation or misapplication of any of the specific provisions of this Agreement.

Section 2 - Processing of Grievance

The Employee and his representative shall process all grievances in accordance with the following procedure:

A. First Step:

- 1. The initial step in the processing of any grievance shall be an appeal by the Employee or his representative to his Department Head (if any), if not represented by AFSCME or if the grievance is not filed by the Department Head. If the grievant's Department Head is represented by AFSCME or if the grievant is the Department Head, the appeal shall be to the First Selectman.
- 2. The Employee or his representative shall present in writing to the Department Head (if appropriate) or the First Selectman, all of the facts pertaining to the grievance within ten (10) working days after the occurrence of the incident on which the Employee complaint is based.
- 3. The Department Head or (if appropriate) the First Selectman shall decide the grievance and notify the Employee or his representative in writing of the decision within ten (10) working days from the day the written grievance is presented.

B. Second Step:

- 1. If the Employee or his representative feels that further review is justified, all the facts pertaining to the grievance shall be presented in writing to the First Selectman or his designee, provided the First Selectman was not involved in Step 1 of the grievance process, within ten (10) working days following the receipt by the Employee of the written decision of the Department Head.
- 2. The First Selectman or his designee shall, within five (5) working days after receipt of the Step 2 grievance, review the facts with the Employee or his representative at a special meeting to be called for that purpose. The Employee and his representative and the Department Head (if any) shall be notified in writing of the decision reached within five (5) working days.

C. Third Step - Arbitration

- 1. In the event the Union feels that further review is justified, it shall, within fifteen (15) working days of receipt of the written decision of the First Selectman or his designee, file a notice of appeal and submit the dispute or grievance to arbitration by the Connecticut State Board of Mediation and Arbitration or it will be considered closed. To the extent provided by law, the decision of the Board shall be final and binding on both parties, who will comply with any order of the Board within a reasonable time.
- 2. The Arbitrators provided for in the Third Step shall conduct a hearing at which the facts and arguments relating to the grievance shall be heard. The Arbitrators' jurisdiction to make an award shall be limited by the submission and confined to the interpretation and application of the provisions of this Agreement. The Arbitrators shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of the Agreement in effect at the time of the occurrence. The decision of the Arbitrators shall be final and binding upon both parties, provided it is in accordance with the law.

Section 3 - General Provisions

- A. The time limits specified in the preceding Sections of this Article may be changed by mutual agreement of all parties.
- B. Only the Employer and the Union shall present grievances.
- C. The fee of the Arbitrator and the administration expenses of the arbitration, if any, shall be shared equally by the parties but other expenses shall be borne by the parties incurring them, including payment to representatives, witnesses, etc.
- D. No relief shall extend retroactively to more than ten (10) days prior to the date on which the grievance was filed.
- E. Failure by the Union to process a grievance to the next step within the time limits provided shall mean that the grievance has been satisfactorily resolved at the last step to which it was properly processed.

Section 4 - Settlement

When a settlement has been reached at any step of the grievance procedure, it shall be applied immediately, and at no time shall it exceed in retroactivity more than ten (10) working days from the date of the grievance was filed.

ARTICLE XIII DISCIPLINARY PROCEDURE

Section 1 - Just Cause

All disciplinary action shall be for just cause and applied in a fair manner and shall not be inconsistent given the infraction for which disciplinary action is being applied and considering the past record of the Employee.

Section 2 - Disciplinary Action

Disciplinary action shall include any written warning, suspension without pay, or discharge.

Section 3 - Procedures

- A. The Town may take summary action for grave or serious offenses. In such event, the Town shall meet or confer, as soon as reasonably possible, with the Union president or his representative or an appropriate Union official regarding the action the Town is taking for such grave or serious offense in an effort to resolve the dispute or to advise of the Town's action.
- B. All discipline, except verbal warnings, will be stated in writing and hand-delivered to the Employee or transmitted by certified mail, return receipt request, to the address last provided by the Employee. In all discipline cases, the Union will be notified of the action, by copy of the letter directed to the Employee, transmitted to the Union president by certified mail, return receipt requested. Failure to comply with notice provisions shall not be a ground for avoiding the discipline.

ARTICLE XIV SAFETY AND HEALTH

Section 1 - Safety

Both parties to this Agreement hold themselves responsible for mutual cooperation and enforcement of safety rules and regulations. Any provisions with respect to safety included in this Agreement are subject to the provisions of the Connecticut General Statutes with respect to the Occupational Safety and Health Act and any regulations made there under.

Section 2 - Substance Abuse Testing

A. The Town requires pre-employment substance testing. The Town will not require an Employee to be tested for drugs or alcohol after hire, but this shall not prevent the Town from disciplining an Employee who exhibits indications of being under the influence of drugs or alcohol, whenever there is a reasonable individualized

- suspicion that the Employee is under the influence of drugs or alcohol, or using drugs or alcohol during working hours.
- B. The Town is committed to providing and maintaining a drug-free and alcohol-free workplace. The manufacture, distribution, dispensation, possession, or use of a "controlled substance" (as defined by the Drug-free Workplace Act of 1988) is unlawful and prohibited. The use, possession, transfer, or sale of a controlled substance in the workplace is in violation of this policy and a serious offense subject to disciplinary action which may include termination of employment and legal prosecution.

ARTICLE XV PENSION AND TAX DEFERRED ANNUITY

Section 1 - Pension Plan

- A. The terms and conditions of the existing pension plan, including the modifications which went into effect July 1, 2003 (the so-called "MERS benefits") for Employees covered under this Agreement and summarized in the pension booklet entitled "Summary of the Town of Easton Retirement Plan II," as more particularly stated in the Plan documents and as such Plan may be further revised as required by law, shall remain in effect for the life of this Agreement for employees hired on or before July 1, 2012. Employees contribution to the Town of Easton Pension plan shall be five (5%) percent for the life of this Agreement.
- B. Employees hired after July 1, 2012 shall, if eligible, participate in the Town of Easton Defined Contribution Retirement Plan (Defined Contribution Plan). The Town shall match the Employees contributions in the Defined Contribution Plan in the amount of seven (7%) percent of the employee's annual salary. Employees are eligible to contribute to the Defined Contribution Plan to the extent of the current IRS maximum.

Section 2 - Tax Deferred Annuity

The tax deferred annuity plan, known as a 457 Deferred Compensation Plan, allows an Employee to have a portion of present earnings deferred from each pay period and thereby defer current income taxes to be paid in the future. Information on this plan is available at the Payroll Department. The Town may revise or eliminate this plan as required by law.

ARTICLE XVI PART TIME EMPLOYEES

For purposes of this Agreement, part time Employees are Employees who are regularly scheduled to work twenty (20) or more hours per week, but less than thirty-five (35)

hours per week. Such employees are eligible for prorated paid holidays and sick time in accordance with the applicable law.

Effective July 1, 2012, part time employees shall be eligible to participate in the Town of Easton Defined Contribution Retirement Plan. Employees who elect not to participate in the Defined Contribution Plan shall be eligible for a paid vacation benefit after one (1) complete year of service.

The paid vacation benefit shall be equal to two (2) paid vacation days for each year of service to a maximum of fifteen (15) days of paid leave. Vacation eligibility shall be calculated based on the employee's anniversary date of hire.

One (1) "day" for part time employees shall be defined as twenty (20%) percent of the number of regularly scheduled weekly hours assigned to that individual part time employee.

Part time employees shall receive holiday pay for any days of a scheduled Town holiday that is part of their normal scheduled workweek.

Part time employees shall be eligible for two paid bereavement days, annually, with the approval of the First Selectman.

If an employee selects the option of participating in the Defined Contribution Plan in lieu of the vacation benefit, they cannot reverse this decision.

However, an employee who initially elects the vacation benefit is eligible for a one time change to participate in the Defined Contribution Retirement Plan.

Part time employees are not eligible for personal time, bereavement benefits, or insurance benefits.

ARTICLE XVII JOB POSTING

Section 1 - Vacancies

When the Town determines that a permanent vacancy which will be of forty-five (45) days or more exists and that it is going to fill the position, the Town will follow the procedure set forth in this Article. For purposes of this Article, a permanent vacancy includes the creation of a new position in the bargaining unit or the replacement of previous incumbent as a result of a termination, promotion or demotion.

Section 2 - Posting

All vacancies and positions covered by this Agreement shall be posted for a period of at least five (5) working days on bulletin boards in Town Hall and each building where Employees are assigned before the Town may act to fill such vacancies. A copy of job postings shall be given to the Union President or his designee.

Section 3 - Applications

Employees who desire to be considered for appointment to any such vacancy must submit their applications to the Department Head or other designated person by not later than the conclusion of the period specified in the posting. Union representatives may place into application the name of any Employee who is absent from work during the posting period.

Section 4 - Appointments

The Town will appoint the applicant who best possesses the necessary qualifications for the position with seniority controlling when other factors are equal.

Section 5 - Probationary Period

A promoted Employee shall have a probationary period of ninety (90) calendar days for promotion within the unit and the number of days specified by the Town for promotion out of the unit. If the Employee fails to satisfactorily complete the probationary period, he will be allowed to exercise such bumping rights as are provided for by this Agreement.

ARTICLE XVIII LAYOFF AND RECALL

Section 1 - Seniority

For purposes of this section, seniority shall mean total length of service within the Town as defined in Article XI.

Section 2 - Order of Layoff

If it becomes necessary to lay-off, the following shall be the order of lay-off to be exercised within the Department:

- 1. Temporary Employees.
- 2. Durational Employees.
- 3. Employees within their probationary periods.
- 4. Part-time Employees.
- 5. Full-time Employees.

Section 3 - Layoff and Recall

In the event that the Town makes a reduction in the number of Employees in an established job, Employees with the least seniority in that job will be laid off first. Subsequent recalls to open positions in that particular job and job title shall be made in the reverse order of the lay-off. An Employee shall retain his seniority status and right of recall in the specific job title for eighteen (18) months following the date of his lay-off. If the Employee refuses recall to an opening in the position from which he was laid off or fails to report for work on such job at the time and on the day specified, he shall lose his right to further recall and such refusal or failure shall be treated as his resignation.

Section 4 - Bumping

An Employee subject to being laid off shall have the right to bump to an equal or a lower classification within the bargaining unit provided he has the ability to do the work required without further training and has greater seniority than the least senior Employee in the equal or lower classification.

Section 5 - New Hires

No new persons will be hired for assignment to an open classification within the bargaining unit that is required to be filled, so long as Employees laid off from the classification within the bargaining unit retain seniority status and right of recall to jobs in that classification and can do the work required without further training.

Section 6 - Super Seniority

For purposes of this Article the Employee officers of the Union shall have super seniority. The maximum number of officers shall be four (4). The Union shall notify the Town of the names of such officers upon election or appointment.

ARTICLE XIX CODE OF ETHICS

The Town has a Code of Ethics, the provisions of which are established in the Town's Ordinances, a copy of which is attached as Appendix E. Each Employee must familiarize himself with and abide by this code as it presently exists.

ARTICLE XX POLICIES AND PROCEDURES

Policies and Procedures to assist Town operations and in the implementation of this Agreement and the management of Town affairs are adopted and modified from time to time. These policies and procedures will be distributed as adopted. A copy of the most recent procedures is available at the Payroll Office or at the First Selectman's Office.

ARTICLE XXI GENDER AND NUMBER AND DEFINITIONS

Section 1 - Gender and Number

Wherever appropriate, the use of one gender shall include the use of other genders and the use of one number shall include the use of the other number.

Section 2 - Definitions

- A. "Department Head" for purposes of this Agreement shall only be an individual designated by the Town.
- B. Article and Section headings, where used, are for convenience only and do not define or expand the language of the Section.

ARTICLE XXII DURATION

Section 1 - Effective Date

This Agreement shall take effect immediately and shall be binding on the parties, including retroactivity as specified in Section 2, upon execution of same by authorized representatives of the Union and the Town after all necessary ratification.

Section 2 - Retroactivity

The provisions of this Agreement shall be retroactive to the extent reasonably possible. Wages and pension deductions shall be retroactive.

Section 3 - Termination Date

This Agreement shall remain in full force and effect to and including June 30, 2017. All matters subject to collective bargaining between the parties have been covered and this Agreement may not be opened with respect to any subject matter except as expressly provided.

Section 4 - Negotiation of Successor Agreement

After January 15, 2017, either party may initiate negotiations for the ensuing fiscal year or years by giving notice to the other of its intentions to terminate this Agreement. Notice to the other party must be given by registered mail prior to March 1, 2021. Should either party not send notice of its intent to terminate this Agreement by March 1, 2021, negotiations shall be limited to salaries only.

EASTON TOWN HALL EMPLOYEES UNION LOCAL 1303-406 AFSCME COUNCIL 4

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of this ______ day of _______ 2017.

TOWN OF EASTON

Adam Dunsby First Selectman EASTON EMPLOYEES UNIT LOCAL #1303-406 AFSCME COUNCIL 4, AFL-CIO

BY:_

7/20/17

Randy Shapiro Local President

AFSCME COUNCIL

BY:MX

Robert Montuori Staff Representative TOWN OF EASTON

LOCAL 1303 AFSCME C #4

APPENDIX A

JOB TITLE	WORK DAILY	SCHEDULE WEEKLY	# OF DAYS PER WEEK
Accounts Payable/Receptionist	4days-7	32	5
	1 day -4		
Assessor Clerk	5	25	5
Asst. Town Clerk I	7	35	5
Asst. Town Clerk II	3.9	19.5	5
Building/Health Secretary	4	20	5
Conservation Secretary	4	20	5
1 × 1	Plus evenin	g meeting-Conservation	
Asst. Tax Collector	6.50	19.50	3
Custodian	8	40	5
Dispatcher Full Time	8	40	5
Dispatcher Full Time	8	40	5 5 5 5
Dispatcher Full Time	8	40	5
EMT Full Time	8	40	5
EMT Full Time	8	40	5
EMT Part Time		15 or more	
Health/Building Secretary, P/T	3.5	17.5	4
Library Assistant I	7	21	3
Library Assistant II	6to7	27	4
	3days-7		7.
	1day-6		
Library Assistant III	5.5to8	36	5
Library Assistant IV	7.2	36	5
Library Part Time	4to7	17	3
Library Part Time	5	10	2 to 3
Library Part Time	4to6	16-19	3 to 4
P& R Secretary	4	20	5
P&R Maintainer I	8	40	5
P& R Maintenance Supervisor	8	40	5
P&Z/ZBA Clerk	5.25	26.5	5
Police Chief Secretary	8	40	5
Public Works Secretary	7.5	37.50	5
Records Clerk I	8	40	5
Van Driver - Sr. Ctr.	7	35	5

TOWN OF EASTON

LOCAL 1303 AFSCME C #4

APPENDIX B

Job Title	Job Class
Account Payable/Receptionist	5
Assessor Clerk	6
Assistant Town Clerk I	5
Assistant Town Clerk II	5
Building/Health Secretary	6
Conservation Secretary	6
Assistant Tax Collector	6
Custodian	6
Dispatcher Full Time	5
Dispatcher Full Time	5 5 5
Dispatcher Full Time	
EMT Full Time	4
EMT Full Time	4
EMT Part Time	4
Health/Building Secretary, P/T	7
Library Assistant I	6
Library Assistant II	6
Library Assistant III	5
Library Assistant IV	6 5 7 7
Library, Part time	7
Library, Part time	7
Library, Part time	7
P & R Maintainer I	6
P& R Maintenance Supervisor	5
P& R Secretary	7
P & Z/ZBA Clerk	5
Police Chief Secretary	5 7 5 5
Public Works Secretary	5
Records Clerk I	5
Van Driver, Sr. Ctr	7

Appendix C-1

July 1, 2017 - June 30, 2018

	HOURLY COMPENSATION RATES							
Steps:	Α	В	С	D	E	F	G	Н
Job Class								
1a	47.48	47.90	48.42	49.36	50.29	51.24	52.17	53.12
1b	40.40	40.76	41.22	42.04	42.85	43.66	44.49	45.30
2	34.38	34.68	35.10	35.81	36.52	37.23	37.93	38.65
3	29.25	29.50	29.86	30.49	31.11	31.72	32.35	32.97
4	24.90	25.12	25.45	25.99	26.54	27.07	27.62	28.16
5	21.19	21.36	21.67	22.15	22.62	23.10	23.58	24.06
6	18.03	18.18	18.44	18.87	19.29	19.71	20.14	20.56
7	15.37	15.50	15.73	16.11	16.49	16.87	17.25	17.63
8	13.06	13.18	13.40	13.73	14.08	14.41	14.74	15.08

20 HOUR SALARY RATES

Steps:	Α	В	С	D	E	F	G	н
Job Class								
1a	49,379	49,816	50,357	51,334	52,302	53,290	54,257	55,245
1b	42,016	42,390	42,869	43,722	44,564	45,406	46,270	47,112
2	35,755	36,067	36,504	37,242	37,981	38,719	39,447	40,196
3	30,420	30,680	31,054	31,710	32,354	32,989	33,644	34,289
4	25,896	26,125	26,468	27,030	27,602	28,153	28,725	29,286
5	22,038	22,214	22,537	23,036	23,525	24,024	24,523	25,022
6	18,751	18,907	19,178	19,625	20,062	20,498	20,946	21,382
7	15,985	16,120	16,359	16,754	17,150	17,545	17,940	18,335
8	13,582	13,707	13,936	14,279	14,643	14,986	15,330	15,683

25 HOUR SALARY RATES

Steps:	Α	В	С	D	E	F	G	н
Job Class								
1a	61,724	62,270	62,946	64,168	65,377	66,612	67,821	69,056
1b	52,520	52,988	53,586	54,652	55,705	56,758	57,837	58,890
2	44,694	45,084	45,630	46,553	47,476	48,399	49,309	50,245
3	38,025	38,350	38,818	39,637	40,443	41,236	42,055	42,861
4	32,370	32,656	33,085	33,787	34,502	35,191	35,906	36,608
5	27,547	27,768	28,171	28,795	29,406	30,030	30,654	31,278
6	23,439	23,634	23,972	24,531	25,077	25,623	26,182	26,728
7	19,981	20,150	20,449	20,943	21,437	21,931	22,425	22,919
8	16,978	17,134	17,420	17,849	18,304	18,733	19,162	19,604

EASTON TOWN HALL EMPLOYEES UNION LOCAL 1303-406 AFSCME COUNCIL 4

35 HOUR SALARY RATES

Steps: Job Class	Α	В	С	D	E	F	G	Н
1a [86,414	87,178	88,124	89,835	91,528	93,257	94,949	96,678
1b	73,528	74,183	75,020	76,513	77,987	79,461	80,972	82,446
2	62,572	63,118	63,882	65,174	66,466	67,759	69,033	70,343
3	53,235	53,690	54,345	55,492	56,620	57,730	58,877	60,005
4	45,318	45,718	46,319	47,302	48,303	49,267	50,268	51,251
5	38,566	38,875	39,439	40,313	41,168	42,042	42,916	43,789
6	32,815	33,088	33,561	34,343	35,108	35,872	36,655	37,419
7	27,973	28,210	28,629	29,320	30,012	30,703	31,395	32,087
8	23,769	23,988	24,388	24,989	25,626	26,226	26,827	27,446

36 HOUR SALARY RATES

Steps: Job Class	Α	В	С	D	E	F	G	н
1a	88,883	89,669	90,642	92,402	94,143	95,921	97,662	99,441
1b	75,629	76,303	77,164	78,699	80,215	81,732	83,285	84,802
2	64,359	64,921	65,707	67,036	68,365	69,695	71,005	72,353
3	54,756	55,224	55,898	57,077	58,238	59,380	60,559	61,720
4	46,613	47,025	47,642	48,653	49,683	50,675	51,705	52,716
5	39,668	39,986	40,566	41,465	42,345	43,243	44,142	45,040
6	33,752	34,033	34,520	35,325	36,111	36,897	37,702	38,488
7	28,773	29,016	29,447	30,158	30,869	31,581	32,292	33,003
8	24,448	24,673	25,085	25,703	26,358	26,976	27,593	28,230

40 HOUR SALARY RATES

Steps: Job Class	Α	В	С	D	Е	F	G	Н
1a	98,758	99,632	100,714	102,669	104,603	106,579	108,514	110,490
1b	84,032	84,781	85,738	87,443	89,128	90,813	92,539	94,224
2	71,510	72,134	73,008	74,485	75,962	77,438	78,894	80,392
3	60,840	61,360	62,109	63,419	64,709	65,978	67,288	68,578
4	51,792	52,250	52,936	54,059	55,203	56,306	57,450	58,573
5	44,075	44,429	45,074	46,072	47,050	48,048	49,046	50,045
6	37,502	37,814	38,355	39,250	40,123	40,997	41,891	42,765
7	31,970	32,240	32,718	33,509	34,299	35,090	35,880	36,670
8	27,165	27,414	27,872	28,558	29,286	29,973	30,659	31,366

Appendix C-2

July 1, 2018 - June 30, 2019

			HOURLY	COMPENSATION		RATES		
Steps:	Α	В	С	D	E	F	G	н
1a	48.57	49.00	49.53	50.50	51.45	52.42	53.37	54.34
1b	41.33	41.70	42.17	43.01	43.84	44.66	45.51	46.34
2	35.17	35.48	35.91	36.63	37.36	38.09	38.80	39.54
3	29.92	30.18	30.55	31.19	31.83	32.45	33.09	33.73
4	25.47	25.70	26.04	26.59	27.15	27.69	28.26	28.81
5	21.68	21.85	22.17	22.66	23.14	23.63	24.12	24.61
6	18.44	18.60	18.86	19.30	19.73	20.16	20.60	21.03
7	15.72	15.86	16.09	16.48	16.87	17.26	17.65	18.04
8	13.36	13.48	13.71	14.05	14.40	14.74	15.08	15.43

20 HOUR	SALARY	RATES
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Steps:	Α	В	С	D	E	F	G	Н
Job Class								
1a	50,515	50,962	51,515	52,515	53,505	54,515	55,505	56,515
1b	42,982	43,365	43,855	44,727	45,589	46,451	47,334	48,196
2	36,578	36,897	37,344	38,099	38,854	39,610	40,354	41,121
3	31,120	31,386	31,769	32,439	33,099	33,748	34,418	35,077
4	26,492	26,726	27,077	27,651	28,236	28,800	29,385	29,960
5	22,544	22,725	23,055	23,566	24,066	24,577	25,087	25,598
6	19,182	19,342	19,619	20,076	20,523	20,970	21,427	21,874
7	16,352	16,491	16,735	17,140	17,544	17,948	18,353	18,757
8	13,895	14,022	14,257	14,608	14,980	15,331	15,682	16,044

25 HOUR	SALARY	<u>RATES</u>

Steps:	Α	В	С	D	E	F	G	н
Job Class								
1a	63,144	63,702	64,394	65,644	66,881	68,144	69,381	70,644
1b	53,728	54,207	54,818	55,909	56,986	58,063	59,167	60,244
2	45,722	46,121	46,679	47,624	48,568	49,512	50,443	51,401
3	38,900	39,232	39,711	40,549	41,373	42,184	43,022	43,847
4	33,115	33,407	33,846	34,564	35,296	36,000	36,732	37,450
5	28,181	28,407	28,819	29,457	30,082	30,721	31,359	31,997
6	23,978	24,178	24,523	25,095	25,654	26,212	26,784	27,343
7	20,441	20,613	20,919	21,425	21,930	22,435	22,941	23,446
8	17,368	17,528	17,821	18,260	18,725	19,164	19,603	20,055
		25 HOUD	CALADY	DATEO				
		<u>35 HOUR</u>	SALARY	RATES				
Steps:	Α	В	С	D	E	F	G	Н
Job Class								
1a	88,401	89,183	90,151	91,901	93,633	95,402	97,133	98,902
1b	75,219	75,889	76,746	78,273	79,781	81,289	82,834	84,342
2	64,011	64,569	65,351	66,673	67,995	69,317	70,620	71,961
3	54,459	54,925	55,595	56,768	57,922	59,058	60,231	61,386
4	46,360	46,770	47,384	48,390	49,414	50,401	51,425	52,430
5	39,453	39,769	40,347	41,240	42,115	43,009	43,903	44,796
6	33,569	33,849	34,333	35,133	35,915	36,697	37,498	38,280
7	28,617	28,859	29,287	29,995	30,702	31,410	32,117	32,825
8	24,316	24,539	24,949	25,563	26,215	26,829	27,444	28,077
		36 HOUR	SALARY	RATES		, ,	,	,
Steps:	Α	В	С	D	E	F	G	н
<u>Job</u> Class								
1a	90,927	91,731	92,727	94,527	96,308	98,127	99,908	101,728
1b	77,368	78,058	78,939	80,509	82,060	83,611	85,201	86,752
2	65,840	66,414	67,218	68,578	69,938	71,298	72,638	74,017
3	56,015	56,494	57,184	58,390	59,577	60,746	61,952	63,139
4	47,685	48,106	48,738	49,772	50,826	51,841	52,894	53,928
5	40,580	40,906	41,499	42,418	43,319	44,238	45,157	46,076
6	34,528	34,816	35,314	36,137	36,941	37,746	38,569	39,374
7	29,434	29,683	30,124	30,852	31,579	32,307	33,035	33,762
8	25,011	25,240	25,662	26,294	26,964	27,596	28,228	28,879

		40 HOUR	SALARY	RATES				
Steps:	Α	В	С	D	Е	F	G	н
<u>Job</u> <u>Class</u>								
1a	101,030	101,924	103,030	105,030	107,009	109,031	111,009	113,031
1b	85,965	86,731	87,710	89,454	91,178	92,901	94,668	96,391
2	73,155	73,793	74,687	76,198	77,709	79,219	80,709	82,241
3	62,239	62,771	63,537	64,878	66,197	67,495	68,836	70,155
4	52,983	53,451	54,154	55,303	56,473	57,601	58,771	59,920
5	45,089	45,451	46,110	47,132	48,132	49,153	50,174	51,196
6	38,365	38,684	39,237	40,152	41,046	41,940	42,855	43,748
7	32,705	32,982	33,471	34,280	35,088	35,897	36,705	37,514
8	27,790	28,045	28,513	29,215	29,960	30,662	31,364	32,088

Appendix C-3

July 1, 2019 - June 30, 2020

			<u>HOURLY</u>	COMPE	NSATION	RATES		
Steps:	Α	В	С	D	E	F	G	н
Job Class								
1a	49.69	50.13	50.67	51.66	52.63	53.62	54.60	55.59
1b	42.28	42.66	43.14	44.00	44.84	45.69	46.56	47.41
2	35.98	36.29	36.73	37.48	38.22	38.96	39.69	40.45
3	30.61	30.87	31.25	31.91	32.56	33.20	33.86	34.50
4	26.06	26.29	26.63	27.20	27.77	28.33	28.91	29.47
5	22.18	22.35	22.68	23.18	23.67	24.17	24.68	25.18
6	18.87	19.03	19.30	19.75	20.19	20.63	21.08	21.52
7	16.09	16.22	16.46	16.86	17.26	17.65	18.05	18.45
8	13.67	13.79	14.02	14.37	14.74	15.08	15.43	15.78
		20 HOUR	SALARY	RATES				
Steps:	Α	В	С	D	E	F	G	Н
<u>Job</u> <u>Class</u>								
1a	51,677	52,134	52,700	53,723	54,735	55,769	56,781	57,815
1b	43,971	44,363	44,863	45,756	46,638	47,519	48,422	49,304
2	37,419	37,745	38,202	38,975	39,748	40,521	41,283	42,066
3	31,835	32,108	32,499	33,185	33,860	34,524	35,209	35,884
4	27,101	27,340	27,700	28,287	28,886	29,463	30,061	30,649
5	23,063	23,248	23,585	24,108	24,619	25,142	25,664	26,187
6	19,624	19,787	20,070	20,538	20,995	21,452	21,920	22,377
7	16,729	16,870	17,120	17,534	17,948	18,361	18,775	19,188
8	14,214	14,345	14,584	14,944	15,325	15,684	16,043	16,413
		25 HOUR	SALARY	RATES				
Steps:	Α	В	С	D	E	F	G	н
Job Class								
1a	64,596	65,167	65,875	67,154	68,419	69,711	70,977	72,269
1b	54,964	55,453	56,079	57,195	58,297	59,399	60,528	61,630
2	46,774	47,182	47,753	48,719	49,685	50,651	51,603	52,583
3	39,794	40,134	40,624	41,481	42,325	43,155	44,012	44,855
4	33,876	34,175	34,624	35,359	36,107	36,828	37,577	38,311
5	28,829	29,060	29,482	30,135	30,774	31,427	32,080	32,733

EASTON TOWN HALL EMPLOYEES UNION LOCAL 1303-406 AFSCME COUNCIL 4

6	24,530	24,734	25,087	25,672	26,244	26,815	27,400	27,972
7	20,911	21,088	21,400	21,917	22,434	22,951	23,468	23,985
8	17,768	17,931	18,231	18,679	19,156	19,605	20,054	20,516

35 HOUR	SALARY	RATES

Steps:	Α	В	С	D	E	F	G	Н
<u>Job</u> <u>Class</u>								
1a	90,434	91,234	92,225	94,015	95,786	97,596	99,367	101,177
1b	76,949	77,635	78,511	80,073	81,616	83,158	84,739	86,282
2	65,483	66,054	66,854	68,207	69,559	70,911	72,245	73,616
3	55,712	56,188	56,874	58,074	59,255	60,417	61,616	62,797
4	47,427	47,846	48,474	49,503	50,550	51,560	52,607	53,636
5	40,360	40,684	41,274	42,189	43,084	43,998	44,912	45,827
6	34,341	34,627	35,122	35,941	36,741	37,541	38,360	39,160
7	29,275	29,523	29,961	30,684	31,408	32,132	32,856	33,580
8	24,875	25,104	25,523	26,151	26,818	27,446	28,075	28,723

36 HOUR	SALARY	RATES

Steps:	Α	В	С	D	E	F	G	н
<u>Job</u> <u>Class</u>								
1a	93,018	93,841	94,860	96,701	98,523	100,384	102,206	104,068
1b	79,148	79,853	80,754	82,361	83,948	85,534	87,160	88,747
2	67,354	67,942	68,764	70,155	71,546	72,937	74,309	75,719
3	57,304	57,794	58,499	59,733	60,948	62,143	63,377	64,592
4	48,782	49,213	49,859	50,917	51,995	53,033	54,110	55,168
5	41,513	41,846	42,454	43,394	44,315	45,255	46,196	47,136
6	35,323	35,616	36,126	36,968	37,791	38,614	39,456	40,279
7	30,111	30,366	30,817	31,561	32,306	33,050	33,795	34,539
8	25,586	25,821	26,252	26.898	27.584	28 231	28 877	29 543

EASTON TOWN HALL EMPLOYEES UNION LOCAL 1303-406 AFSCME COUNCIL 4

SALARY RATES

Steps:	Α	В	С	D	E	F '	G	н
<u>Job</u> <u>Class</u>								
1a	103,354	104,268	105,400	107,446	109,470	111,538	113,563	115,631
1b	87,942	88,726	89,727	91,512	93,275	95,038	96,845	98,608
2	74,838	75,491	76,405	77,951	79,496	81,042	82,565	84,133
3	63,671	64,215	64,999	66,370	67,720	69,047	70,419	71,768
4	54,202	54,681	55,399	56,575	57,772	58,925	60,123	61,298
5	46,126	46,496	47,171	48,216	49,239	50,284	51,328	52,373
6	39,247	39,574	40,140	41,076	41,990	42,904	43,840	44,755
7	33,457	33,740	34,241	35,068	35,895	36,722	37,549	38,377
8	28,429	28,690	29,169	29,887	30,649	31,367	32,086	32,826

Appendix C-4

July 1, 2020 - June 30, 2021

HOURLY	COMPENSATION	RATES

Steps:	Α	В	С	D	E	F	G	Н
Job Class								
1a [50.83	51.28	51.84	52.84	53.84	54.86	55.85	56.87
1b	43.25	43.64	44.13	45.01	45.88	46.74	47.63	48.50
2	36.81	37.13	37.58	38.34	39.10	39.86	40.61	41.38
3	31.32	31.58	31.97	32.64	33.31	33.96	34.63	35.30
4	26.66	26.89	27.25	27.82	28.41	28.98	29.57	30.15
5	22.69	22.87	23.20	23.71	24.22	24.73	25.24	25.76
6	19.30	19.46	19.74	20.20	20.65	21.10	21.56	22.01
7	16.46	16.59	16.84	17.25	17.65	18.06	18.47	18.87
8	13.98	14.11	14.35	14.70	15.07	15.43	15.78	16.14

20 HOUR SALARY RATES

Steps:	Α	В	С	D	E	F	G	Н
Job Class								
1a	52,865	53,333	53,912	54,959	55,994	57,052	58,087	59,145
1b	44,982	45,383	45,895	46,808	47,710	48,612	49,536	50,438
2	38,279	38,614	39,081	39,872	40,662	41,453	42,232	43,034
3	32,568	32,846	33,247	33,948	34,639	35,318	36,019	36,710
4	27,724	27,969	28,337	28,938	29,550	30,140	30,753	31,354
5	23,593	23,783	24,128	24,662	25,186	25,720	26,255	26,789
6	20,075	20,242	20,532	21,010	21,478	21,946	22,424	22,892
7	17,113	17,258	17,514	17,937	18,360	18,783	19,207	19,630
8	14,541	14,675	14,920	15,287	15,677	16,044	16,412	16,790

25 HOUR SALARY RATES

Steps:	Α	В	С	D	E	F	G	Н
Job Class								
1a	66,082	66,666	67,390	68,698	69,993	71,315	72,609	73,931
1b	56,228	56,729	57,369	58,510	59,638	60,765	61,920	63,048
2	47,849	48,267	48,851	49,840	50,828	51,816	52,790	53,792
3	40,710	41,057	41,559	42,435	43,298	44,147	45,024	45,887
4	34,655	34,961	35,421	36,172	36,938	37,675	38,441	39,192
5	29,492	29,728	30,160	30,828	31,482	32,150	32,818	33,486
6	25,094	25,303	25,664	26,263	26,847	27,432	28,030	28,615
7	21,392	21,573	21,893	22,422	22,950	23,479	24,008	24,537
8	18,177	18,344	18,650	19,109	19,596	20,056	20,515	20,988

July 1, 2020 - June 30, 2021

Appendix C-4

35 HOUR SALARY RATES

Steps:	Α	В	С	D	E	F	G	Н
Job Class								
1a	92,514	93,333	94,346	96,177	97,990	99,841	101,653	103,504
1b	78,719	79,420	80,317	81,915	83,493	85,071	86,688	88,267
2	66,989	67,574	68,392	69,775	71,159	72,542	73,906	75,309
3	56,993	57,480	58,182	59,409	60,618	61,806	63,034	64,242
4	48,517	48,946	49,589	50,641	51,713	52,746	53,817	54,869
5	41,289	41,620	42,224	43,159	44,075	45,010	45,945	46,881
6	35,131	35,424	35,930	36,768	37,586	38,405	39,243	40,061
7	29,948	30,202	30,650	31,390	32,131	32,871	33,611	34,352
8	25,447	25,681	26,110	26,753	27,435	28,078	28,721	29,383

36 HOUR SALARY RATES

Steps:	Α	В	С	D	E	F	G	Н
Job Class								
1a	95,158	95,999	97,042	98,925	100,789	102,693	104,557	106,461
1b	80,968	81,690	82,612	84,255	85,878	87,502	89,165	90,789
2	68,903	69,504	70,346	71,769	73,192	74,615	76,018	77,461
3	58,622	59,123	59,844	61,107	62,349	63,572	64,835	66,077
4	49,904	50,345	51,006	52,088	53,190	54,253	55,355	56,437
5	42,468	42,809	43,430	44,392	45,334	46,296	47,258	48,220
6	36,135	36,436	36,957	37,819	38,660	39,502	40,364	41,206
7	30,804	31,065	31,525	32,287	33,049	33,810	34,572	35,333
8	26,174	26,415	26,856	27,517	28,219	28,880	29,541	30,223

40 HOUR SALARY RATES

Steps:	Α	В	С	D	E	F	G	Н
Job Class		©F						
1a	105,731	106,666	107,824	109,917	111,988	114,104	116,175	118,290
1b	89,965	90,766	91,791	93,617	95,420	97,224	99,072	100,876
2	76,559	77,227	78,162	79,743	81,324	82,905	84,464	86,068
3	65,135	65,692	66,494	67,897	69,277	70,636	72,038	73,419
4	55,448	55,938	56,673	57,876	59,100	60,281	61,505	62,708
5	47,187	47,565	48,256	49,325	50,371	51,440	52,509	53,578
6	40,150	40,484	41,063	42,021	42,956	43,891	44,849	45,784
7	34,227	34,516	35,028	35,874	36,721	37,567	38,413	39,259
8	29,083	29,350	29,840	30,575	31,354	32,089	32,824	33,581

APPENDIX D

					MON	THS C	FEN	MPLO	YME	NT	-	+	+		-	-			TOTAL	# months
start month	Jan	Feb	Mar	Apr							Nov	Dec	Jan	Feb	Mar	Apr	May	June	VAC ACC	
Jan			10.1		1	S	1	1	1	1	1	1	1	1	1	1	1	1	12	18
Feb		1	4					1	1	1	1	1	1	1	1	1	1	1	11	17
Mar						514		40	1	1	1	1	1	1	1	1	1	1	10	16
Apr				K				1.3		1	1	1	1	1	1	1	1	1	9	15
May									13	100	1	1	1	1	1	1	1	1	8	14
June								17			17	1	1	1	1	1	1	1	7	13
July							E . 11	die	12		3		1	1	1	1	1	1	6	12
Aug								整建			311		\$ 35 B	1	1	1	1	1	5	11
Sept									0.4	. 6	地中				1	1	1	1	4	10
Oct										arasi	- 10	en S		alleri.		1	1	1	3	9
Nov											30	10		. All	16	10	1	1	2	8
Dec												1005		20	16	10	0.	1	1	7

APPENDIX - E

CODE OF ETHICS

- 1. There shall continue to be a Code of Ethics established in order to acquaint the public with a desired level of ethics in local government; to set suitable ethical standards for all public officials and employees; to set forth general principles of conduct to guide such officials and employees; and to prohibit acts or actions of such officials and employees which are incompatible with the discharge of proper public duties.
- As used in this herein: "Town Officer" shall include any official, employee, agent, consultant or member, elected or appointed, of any Board, Department, Commission, Committee, Legislative Body or other Agency of the Town of Easton, paid or unpaid with the exception of employees and agents of the Board of Education who shall be governed by Regulations of said Board and the General Statues; "Financial Interest" shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town; and "Indirect Interests" shall include but is not limited to the interest of any subcontractor in any contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership, which has a direct or indirect interest in any transaction with the Town; "Transaction" shall include the offer, sale or furnishing of any real or personal property, material, supplies or services by any persons directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the Town for a valuable consideration excepting the services of any person as a Town Officer; "Confidential" as used herein shall mean personal matters and financial matters which, if disclosed, would be of detrimental interest to the Town and a violation of the trust placed in that person; words if the masculine gender shall include the feminine.
- No Town Officer shall engage in any transaction or shall have a financial interest or other
 personal interest which is incompatible with the proper discharge of his official duties in the
 public interest or would rend to impair his independence of judgment or action in the
 performance of his official duties.

Without limiting the nature and type of potential conflicts of the interest, the following examples of specific conflicts are hereby set forth for the guidance of all Town Officers:

- a. INCOMPATIBLE EMPLOYEMENT No Town Official shall engage in or accept private employment or render services for private interest when such employment or service in incompatible with proper discharge of his official duties, or would tend to impair independence of judgment or action in the performance of his official duties.
- b. USE OF TOWN FACILITIES (1) No Town Officer shall request or permit the use of Town-Owned vehicles, equipment, materials or property for personal convenience or profit except when such are available to the public generally or are provided as Town policy for the use of such Town Officer in the interest of the Town. (2) No Town Officer shall grant any special consideration, treatment, favor or advantage to any person beyond that which is generally available to residents and taxpayers of the Town.
- c. GIFTS AND FAVORS No Town Officer or his immediate family "shall accept any valuable gifts, things, favor, loans or promises which might tend to" influence the performance or nonperformance of his official duties.

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- d. DISCLOSURE OF CONFIDENTIAL INFORMATION No Town Official shall, without proper authorization, disclose confidential information concerning the property, government or affairs of the Town. Nor shall he use such information to advance the financial or private interest of himself or others.
- e. APPEARANCE BEFORE TOWN AGENCIES No Town Officer shall appear in behalf of private interest before any Board, Agency, Committee or Commission of the Town; nor shall he represent private interest in any action or proceeding against the interest of the Town in any litigation to which the Town is a party. Nothing herein shall prohibit a Town Officer from appearing before any such Board, Agency, Committee or Commission on his own behalf.
- 4. Any Town Officer having a financial interest in any transaction with the Town, or in any action to be taken by the Town, shall first divulge and disclose such interest in writing to the Committee, Board or Agency involved, and if no such Committee, Board or Agency is involved, to the Board of Selectmen; and shall further refrain from using his office to exert his influence or vote on such transaction or action.
- 5. There shall continue to be a Board of Ethics in and for the Town which shall be charged with the administration of the Code of Ethics and which shall consist of (5) members. Not more than three of said members shall be of the same political party, and none of whom shall hold any of the elected or appoint Town offices, to be a Town employee, or be a member of the Town Committee of any political party.
 - a. Members of the Board of Ethics shall be appointed for tow (2) year terms. No elector may serve more than six (6) consecutive years.
 - b. The Board shall promulgate and adopt reasonable rules and regulations for the administration of its proceedings. The rules and regulations so promulgated and all amendments thereto shall be made available at the office of the Town Clerk to any elector of the Town.
 - c. The Board shall receive all complaints, in writing, of violation of this Code, shall investigate the same and, after giving the Town Officer concerned an opportunity to be heard, shall, within thirty-five (35) calendar days make such findings and recommendations as it may deem appropriate in each case to the Board of Selectmen. The Board of Selectmen shall, thereupon, take such action as it may deem appropriate.
 - Upon written request of any Town Officer, said Board shall render an advisory opinion in writing to such Town Officer with respect to this Code.