

AGREEMENT BETWEEN
THE TOWN OF EASTON
AND
CSEA LOCAL 2001
SERVICE EMPLOYEES INTERNATIONAL UNION
PUBLIC WORKS EMPLOYEES

JULY 1, 2017 TO JUNE 30, 2020

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AGREEMENT

Collective Bargaining Agreement between Local 760, Service Employees International Union, ("Union") and the Town of Easton ("Town").

ARTICLE I – RECOGNITION

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all regular Department of Public Works employees employed by the Public Works Department of the Town ("Employees"); excluding the Director, part-time employees who regularly perform less than twenty (20) hours of work per week, seasonal employees and one Highway Superintendent and one Facilities Supervisor.

ARTICLE II - UNION SECURITY

2.1 As a condition of employment, all Employees in the bargaining unit shall become and remain members of the Union in good standing within thirty (30) days of hire or, if the Employee chooses not to become a member of the Union, then the Employee shall pay a service fee to the Union.

2.2 The Town agrees to deduct from the wages of all Employees monthly dues and initiation fees or service fees and submit same to the Financial Secretary-Treasurer of the Union no later than the 15th day of each month. The Town shall not be obligated to make such deduction for any Employee until the Union submits to the Town a written authorization card duly signed by such Employee authorizing the deduction. This authorization card shall be in accordance with the requirements of applicable law.

2.3 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits, actions and/or other forms of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE III - RIGHTS OF THE TOWN OF EASTON

3.1 Except as specifically limited, abridged or modified by any provision of this Agreement, the Town will continue to have all the rights, powers and authority heretofore existing to and exercised by it including, but not limited to, the following:

- (a) Determination of the standards of services to be offered by the Department;
- (b) Determination of the standards to be utilized in selecting, maintaining and directing its Employees;
- (c) The exercise of disciplinary action against its Employees;
- (d) To employ, direct, schedule, assign, appoint, transfer, promote or demote Employees, or to layoff, terminate or otherwise relieve Employees from duty for lack of work or other legitimate reason when it shall be in the best interest of the Town;
- (e) Discharge its Employees for cause;
- (f) Issuance and establishment of rules and regulations as it deems necessary;
- (g) Maintenance of the efficiency of governmental operations;
- (h) Determination of the methods, means and personnel by which the Town's operations are to be conducted;
- (i) Determination of the content of job classifications;

(j) Exercise of complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities.

3.2 The Town of Easton Public Works Department complies with the federal guidelines to maintain a drug and alcohol free workplace. The Alcohol and Controlled Substance Testing Policy for the Department, as attached to this Agreement as Exhibit A, shall be in effect for all Employees. A copy of the policy will be given to each Employee with his or her copy of this Agreement.

3.3 An Employee who is given a work assignment shall perform the assignment unless to do so would place the Employee in danger or would require the Employee to act illegally. If the Employee believes that an assignment will place him or her in danger or would require him or her to act illegally, the Employee may either, 1. Carry out the assignment and file a grievance, or 2. Refuse the assignment and be subject to discipline. Refusal to carry out an assignment shall not subject the Employee to dismissal unless such refusal is repetitive. Refusals shall be deemed repetitive if made more than twice in a rolling thirty (30) day period.

ARTICLE IV - SENIORITY AND LAYOFFS

4.1 Seniority shall be defined as an Employee's length of continuous service since his or her most recent day of hire in the Public Works Department.

4.2 In the event of layoffs, employees shall be laid off in reverse order of seniority in classification. For the purpose of this Section only, the Union steward designated pursuant to the provisions of Section 4.9 below shall be deemed as the Employee with the most seniority.

4.3 Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of two (2) years from the date of layoff. Employees hired after July 1, 2012 will have recall rights for one (1) year. Recall to the Employee's pre-layoff classification or to an equal or lower classification shall be in order of seniority, provided the Employee has the ability to do the available work, and any Employee so recalled shall be expected to report for duty not more than ten (10) days after the mailing of such notification to his or her last known address. The Employee shall be obligated to keep the Town informed of any address change while on layoff. If the Employee fails to report in the ten (10) day period, the Town shall have no further obligation to retain the job position for the Employee. The time limit may be waived by agreement of the parties for good cause. Recalled Employees shall return to the same status they held on the date of layoff, including vacation and sick leave accumulation, if any, and all other benefits. It is understood and agreed that the Town shall have no obligation to recall any Employee where the position which becomes available is in a classification which is higher than the Employee's pre-layoff classification.

4.4 Seniority shall be terminated only by the following events:

- (a) Discharge for cause;
- (b) Retirement;
- (c) Resignation;
- (d) Layoff for more than the applicable recall period
- (e) Failure to report for duty within ten (10) days after notification of recall
(unless waived in accordance with the preceding Section).

Seniority accumulation shall be suspended (but not terminated) during long-term leave of absence without pay of more than sixty (60) days. This Article shall not, however, conflict with the Employee's rights as defined under the Family and Medical Leave Act.

4.5 No Employee shall attain seniority under this Agreement until he or she has been continuously on the payroll of the Town for a period of nine (9) calendar months, unless the expiration of the nine months would occur between January 1 through March 31, in which case the probationary period may be extended until April 1. During such period, he or she shall be on probation and shall be terminable by the Town in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his or her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Upon completion of his or her probationary period, an Employee's seniority shall date back to the commencement of his or her employment.

4.6 Except for an Employee in a classification which does not require a Commercial Driver's License ("CDL"), each new Employee, as a condition of employment and of continued employment, must obtain and maintain a CDL with the following endorsements: Combination and tanker (Class AN) and the "without Air Brake" restriction removed. New Employees in classifications requiring a CDL who have not yet obtained their CDL shall be paid 85% of the full wage rate for their job; provided, however, that no Employee shall be deemed to have successfully completed his or her probationary period unless he or she has obtained a CDL. Each Employee shall have his or her doctor submit a copy of the employee's medical certificate to the Town Hall as required by Federal Motor Carrier Safety Regulation (49 CFR 391.41-391.49). The cost of the examination shall be paid through the Employee's health insurance with the Town paying up to the amount of the deductible under the insurance provided by the Town. In the event that the Employee's health insurance does not cover the physical, the Town, at its expense, shall send the Employee to a doctor of the Town's choice for the necessary examination. The examination shall be conducted on Town time, provided the physician is within 25 miles of Easton. The Town shall provide all forms for the examination. Employee shall go to the town's designated certified medical examiner listed on the national registry of certified medical examiner's to have that examiner complete Form MCSA-5876.

4.7 When the Town determines a vacancy is to be filled, the Town agrees to first offer the vacant position to qualified lower rated Employees. If promotions are made to higher rated jobs, they shall be made on the basis of ability and experience. This Section does not apply to vacancies to the position(s) of crew leader.

4.8 Except in cases of emergency or in other situations involving conditions over which the Town has no control, a seventy-two (72) hour notice shall be given in writing to the Union where there are to be layoffs. A list will be given to the Union indicating the names of Employees to be laid off and their seniority status in relation to remaining Employees.

4.9 The Town will provide the Union annually with a seniority list containing the names, addresses, pay scales and dates of hire of all Employees in the bargaining unit. Additionally, the Town will notify the Union of changes in the list as they occur. The Union will designate in writing to the Director of Public Works the name of the Union steward who shall receive preferential seniority.

4.10 Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of lack of work, lack of funds, elimination of position or other

legitimate reasons. The term "layoff" shall not include demotion, nor cases where an Employee is promoted but does not successfully complete the probationary period for the new classification. Such an Employee shall be returned to a position in his or her former classification if at any time during the probationary period the Town determines he or she is not qualified for the new classification.

ARTICLE V - BARGAINING UNIT WORK

5.1 No salaried supervisor, except the Highway Superintendent, or the Facilities Supervisor shall perform bargaining unit work unless all available bargaining unit employees who are capable of performing the particular assignment have been given the opportunity to do so, or unless there is emergency work to be performed.

5.2 All work which requires operating machinery, as defined in Article 12, Section 12.7, shall be given to a qualified bargaining unit member prior to being assigned to a part-time or temporary worker.

ARTICLE VI - OUTSIDE EMPLOYEES AND PART-TIMERS

6.1 Except for subcontractors and their employees, and except in emergency situations, the Town will not bring in outside workers or part-time workers not covered by this Agreement in order to avoid overtime payments for regularly scheduled bargaining unit Employees. This clause will not preclude the Town from employing regularly scheduled part-time paid Employees nor will it limit the Town's right to subcontract work.

6.2 Additionally, in snow and other emergency situations, when all regularly scheduled Employees are working, the Town shall have the right to utilize outside workers and part-time workers as the First Selectman or his or her representative deems necessary.

6.3 The Union shall be notified upon the hiring of a seasonal or a temporary employee. A seasonal or temporary employee shall be required to join the Union or pay a fee equal to Union dues upon completion of ninety (90) days of employment. Seasonal employees will not be called to work overtime unless all bargaining unit Employees are first called.

ARTICLE VII - HOLIDAYS

7.1 The following holidays shall be observed as days off with regular straight time pay:

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) President's Day
- (d) Good Friday
- (e) Memorial Day
- (f) Independence Day
- (g) Labor Day
- (h) Columbus Day
- (i) Veteran's Day
- (j) Thanksgiving Day
- (k) One half day on the last working day before the Christmas holiday
- (l) Christmas Day

(m) One half day on the last working day before the New Year's holiday

7.2 All work performed by Employees on the above enumerated holidays (a) through (j) and (l) shall be paid for at a rate which is two times the Employee's regular rate of pay. All work performed by Employees on the above enumerated holidays (k) and (m) shall be paid for at a rate which is two times the Employee's regular rate of pay for hours between 11 :00 a.m. and 11 :00 p.m. Other overtime hours for holidays (k) and (m) shall be paid at the rate of one and one-half (1 1/2) the Employee's regular rate of pay. Such pay shall be in addition to the holiday pay to which those Employees are entitled. In the event that a holiday, including, but not limited to, Christmas and New Year's Day fall on a Saturday or Sunday, but is observed on the preceding Friday or the following Monday, the double time overtime day shall be the actual day of the holiday (e.g., December 25 or January 1).

7.3 In the event that the State selects a day on which any of the enumerated holidays shall be celebrated, the holiday shall be celebrated on that day.

7.4 In the event that the State declares a Statewide holiday which is not for weather or other emergencies, such as for a death of an official, then such day shall be an additional holiday for the Employees.

ARTICLE VIII - SICK LEAVE AND ABSENCE AND LATENESS POLICIES

8.1 Use of Sick Leave - Sick leave shall be allowed by the Department Head for the following purposes:

- (a) Personal illness, physical incapacity or non-compensatory bodily injury or disease.
- (b) Enforced quarantine in accordance with public health regulations.
- (c) Illness or physical incapacity in the Employee's immediate family, requiring his or her personal attention and resulting from causes beyond his or her control, up to a maximum of three (3) days per fiscal year. Immediate family shall include spouse, child, stepchild, mother, father, sister, brother, mother-in-law and father-in-law.

8.2 Sick days shall be earned at a rate of one and one-quarter (1 1/4) working days for each calendar month of employment, cumulative to one hundred eighty (180) days maximum.

8.3 The Department Head may request that an employee provide medical confirmation of his or her illness if the sick leave exceeds three (3) days. Confirmation shall be in writing from the Employee's treating physician. If there is no treating physician, the Town may at its option have the Employee examined by a physician of its choice. The Town shall pay the cost of the examination. If an Employee is absent a day before or after a holiday, holiday weekend, or a vacation, he or she may, at the discretion of the Department Head, be required to substantiate his or her illness in order to be eligible for sick pay.

8.4 It will be necessary for the Employee, a member of his or her immediate family, or his or her physician to notify the Employee's Department Head on the first day he or she commences sick leave. Notification must be given between 6:30 a.m. and 7:30 a.m., or when summer hours are in effect between 6:00 a.m. and 7:00 a.m. If the Employee fails to give notification within the time period, the Employee may be penalized one day's pay at the discretion of the Department Head. If the Employee's sick leave will extend beyond the week in which he or she commences sick leave, he or she must notify the Department Head on the first working day of each week of leave of his or her intention to continue on sick leave. Notification must be given between 6:30 a.m. and 7:30 a.m. of the first working day.

8.5 The Town will pay an Employee in the bargaining unit for time lost as a result of a work-connected injury equal to the difference between workers' compensation payments and his or her regular take home pay, to a maximum of twelve (12) weeks. After the 12 week period, employees will be entitled to charge sick time in order to fund the supplemental benefit. These payments shall not reduce accumulated sick leave. The Employee shall receive a Town check for his or her regular take home pay and shall sign over to the Town, any worker's compensation payments and any disability payments received from Town provided disability insurance. The Employee shall cooperate in applying for and obtaining any Town provided disability insurance payments.

8.6 The Town will pay unused accumulated sick leave to a maximum of sixty (60) days or one-half (1/2) of the Employee's total accumulation (up to 180 accumulated days), whichever is greater, to an Employee who retires or to the designated beneficiary of an Employee who dies while an active Employee or to an Employee who terminates in good standing with two weeks' notice. No Employee hired after July 1, 2001 shall be entitled to any accumulated sick leave payable on retirement or on termination benefit.

8.7 Absence and Lateness Control Policy

8.7.1. The parties hereto agree that abuse of sick leave and excessive absenteeism are unacceptable and are subject to progressive discipline up to and including discharge.

8.7.2. All absences, late arrivals and early departures, shall be considered an "event" for the purpose of this Article, except:

- (i) Approved vacation days, holidays, personal days or bereavement days;
- (ii) Early departures or absences due to injury compensable under Connecticut Workers' Compensation laws;
- (iii) Early departures or absences approved in advance by the Department Head during or following snow or other emergency overtime of extended duration;
- (iv) Absences to attend negotiating sessions, grievance meetings or arbitration involving both the Town and the Union; or
- (v) Any authorized leave such as under Family Medical Leave.

8.7.3. Absenteeism, tardiness and early departures from work will be handled on a event basis. For each event (except as defined for ninety (90) day marks), an Employee shall be given a thirty (30) day mark and for each event consisting of each consecutive absence prior to or following a weekend, holiday, personal day, or other excused absence from work, the Employee shall be given a ninety (90) day mark. An Employee who receives more than two marks within a thirty (30) calendar day period or within a ninety (90) calendar day period in the event of a ninety (90) day mark shall receive a verbal warning. If, within the same thirty (30) calendar day period or the same ninety (90) calendar day period or within a ninety (90) day calendar period following such a verbal warning, any Employee receives two or more marks, he or she shall receive a second verbal warning. If, within the same thirty (30) calendar day period or the same ninety (90) day calendar period, or within the sixty (60) calendar day period following a second verbal warning, or a ninety (90) day calendar day period in the event of a ninety (90) day mark, an Employee receives two or more marks, he or she may receive a three (3) day suspension without pay and a final warning. Prior to the suspension, an informal hearing shall be held between the Town and the Union. If within the same thirty (30) calendar day period or within the same ninety (90)

calendar day period in the event of a ninety (90) day mark, or the ninety (90) calendar day period following such a suspension, an Employee receives two more marks within any thirty (30) calendar day period, or within a ninety (90) calendar day period in the event of a ninety (90) day mark, he or she may be discharged. Prior to the discharge, an informal hearing shall be held between the Town and the Union. After ninety (90) consecutive calendar days with one or fewer marks per thirty (30) day period, or within a ninety (90) calendar day period in the event of a ninety (90) day mark, an Employee's absence/lateness/early departure record shall be deemed cleared and future absence-related discipline shall begin with a first verbal warning, provided, however, that an Employee who has been suspended shall not have his record cleared until the passage of an one hundred twenty (120) calendar day period with one or fewer marks.

8.7.4. Incentive bonus - A bonus of \$10.00 per week shall be paid to any Employee who does not lose or has not lost in any such week more than one (1) hour of work for any cause comprising an event as defined in Section 8.7.2.

8.7.5 Earned Personal Day - An employee who has perfect attendance for four (4) months shall be entitled to one earned personal day for each such period of perfect attendance. A period for measuring the four (4) months of perfect attendance commences on the day following each event and on the day following the completion of each perfect attendance period. No Employee shall be able to accrue more than three (3) earned personal days per contract year by virtue of this subsection. Except in emergencies these earned personal days must be scheduled at least five (5) working days in advance. An earned personal day shall be used within one (1) year of its accrual.

8.7.6 An employee who is on sick leave who engages in other employment during working hours shall be subject to discipline.

8.8 Any employee who is hospitalized prior to or during a vacation period shall be allowed to change the vacation time to sick time according to the procedure set forth in section 8.3 above.

ARTICLE IX - PAID BEREAVEMENT LEAVE

9.1 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.

9.2 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.

9.3 For relatives, other than those in Sections 9.1 and 9.2 who are not actual members of the household of the Employee, up to one (1) working day, with pay, may be taken with the approval of the Department Head for the purpose of attending the funeral.

9.4 Under extenuating circumstances of hardship, up to three (3) additional working days, with pay, may be taken with the approval of the Department Head.

9.5 Any bereavement leave shall be taken within ten (10) working days after the date of death.

9.6 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. An Employee shall consider the circumstances of the particular situation in scheduling bereavement leave.

9.7 Employees requesting bereavement leave may be required to provide documentation.

ARTICLE X - VACATIONS

10.1 All Employees will receive paid vacation as follows based on continuous service (i.e., service which is unbroken except for approved leaves):

- (a) Two (2) weeks of vacation upon the occurrence of the first, second, third and fourth anniversaries of their employment.
- (b) Three (3) weeks of vacation upon the occurrence of the fifth, sixth, seventh, eighth and ninth anniversaries of their employment.
- (c) Four (4) weeks of vacation upon the occurrence of the tenth, eleventh, twelfth, thirteenth and fourteenth anniversaries of their employment.
- (d) Four (4) weeks and one (1) day of vacation upon the occurrence of the fifteenth anniversary of their employment.
- (e) Four (4) weeks plus two (2) days of vacation upon the occurrence of the sixteenth anniversary of their employment.
- (f) Four (4) weeks plus three (3) days of vacation upon the occurrence of the seventeenth anniversary of their employment.
- (g) Four (4) weeks plus four (4) days of vacation upon the occurrence of the eighteenth anniversary of their employment.
- (h) Five (5) weeks of vacation upon the occurrence of the nineteenth anniversary of their employment.

10.2 All vacations must be used within one (1) year from the date they were accrued. Employees that are entitled to more than two weeks vacation per year may request to carry over up to one week's vacation beyond their anniversary date for up to two months. Any request to carry over vacation shall be submitted at least thirty (30) days prior to the employee's anniversary date on a form provided by the department. Employees who are entitled to more than two (2) weeks' vacation may only take a maximum of two (2) weeks at one time. Vacations may be scheduled for as short a period as one (1) day. Any Employee shall not be required to be on standby during his or her vacation except as further provided in this section. No more than two (2) Employees of the Public Works Department, excluding the Director, Facilities Manager, Garage Manager/Mechanic and Secretary, may take a vacation at the same time from April thru December. No more than one (1) Employee of the Public Works Department, excluding the Director and Facilities Manager, and Secretary, may take a vacation at the same time during January, February and March, provided, however, that more than one (1) Employee may be on vacation or take an earned personal day or personal day at the same time provided all such Employees, except one who is designated to not need to be available, shall be available for call-in as required. There shall be no premium pay for call in in such cases.

10.3 Additionally, all Employees shall receive two (2) additional days of vacation ("Mutual Vacation Days") during each fiscal year. Mutual vacation days shall be taken by all members of the bargaining unit simultaneously (not individually) on a day to be mutually determined by the Town and Union. The

Department Head shall be notified, in writing of the mutual vacation day at least thirty (30) days in advance of taking such a day. If an emergency arises on a mutual vacation day, Employees shall be called-in as needed. Work on such a day shall be at the Employee's regular rate of pay with the Employee(s) being provided with a replacement mutual vacation day. If the Town agrees to a mutual vacation day from November 15 through April 15, the Employees agree to keep the Town informed of their whereabouts and to remain available for work in case of inclement weather or emergencies where work is required to keep Town facilities such as roads operating.

10.4 Employees shall give reasonable notice, generally at least one (1) week for vacations of more than two (2) days duration. Employees shall give at least twenty-four (24) hours' notice for vacations of one (1) day or forty-eight (48) hours' notice for vacations of two (2) days duration, except in an emergency in which case the nature of the emergency shall be stated. Vacation requests submitted pursuant to this article shall be granted on a "first come – first granted" basis.

ARTICLE XI - NO LOCKOUT – NO STRIKE

11.1 The Town agrees that it will not lockout the Employees covered by this Agreement during its term. The Union agrees during the term of this Agreement that it will not strike.

ARTICLE XII - WAGES, HOURS, AND BREAKS

12.1.1 Effective July 1, 2017, the wages then currently in effect for all positions shall be increased by two and three tenths percent (2.3%).

12.1.2 Effective July 1, 2018, the wages then currently in effect for all positions shall be increased by two and three tenths percent (2.3%).

12.1.3 Effective July 1, 2019, the wages then currently in effect for all positions shall be increased by two and three tenths percent (2.3%).

12.1.4 As provided for in Sections 12.1.1, 12.1.2 AND 12.1.3 above all employees shall be paid in accordance with the following schedule:

CATEGORY	EFF. 7/1/2017	EFF. 7/1/2018	EFF. 7/1/2019
MAINTAINER I (NON CDL) (I)	\$ 21.12	\$ 21.61	\$ 22.11
MAINTAINER II (CDL) (II)	\$ 29.75	\$ 30.43	\$ 31.13
JR. EQUIP OPERATOR (III)	\$ 31.08	\$ 31.79	\$ 32.52
MECHANIC/SR. EQUIP OPERATOR (IV)	\$ 32.96	\$ 33.72	\$ 34.50
GARAGE MGR/MECHANIC (V)	\$ 33.82	\$ 34.60	\$ 35.40
CREW LEADER (VI)	\$ 34.78	\$ 35.58	\$ 36.40

12.5 The regular work week shall consist of five (5) consecutive work days, Monday through Friday.

12.6 The regular work day (non-summer hours) shall consist of eight (8) consecutive hours, commencing at 7:00 a.m. and ending at 3:15 p.m. Within the regular workday, there shall be a thirty (30) minute lunch, fifteen (15) minutes of which lunch period is unpaid. The lunch period shall be taken on the job site. When a bargaining unit employee is assigned to the Parks and Recreation Department he/she shall have the same forty hour work schedule and breaks as the Parks and Recreation Department employees. The fifteen minute paid lunch break shall not apply.

12.7 The regular workday (summer hours) shall consist of eight (8) consecutive hours commencing at 6:30 a.m. and ending at 2:45 p.m. for a period commencing on the first Monday in May until the last Friday in September.

12.8 Coffee Breaks - There will be one (1) ten (10) minute coffee break between 9:00 a.m. and 10:00 a.m. per day. Coffee breaks will generally be taken on the job site. Any personal clean-up shall be on the Employee's own time. The parties agree that they will endeavor to work out any deviation from this schedule.

12.9 All Employees shall be entitled to a one-half (1/2) hour paid break for each four (4) hours or more of overtime on a regularly scheduled workday and for each five (5) hours or more of overtime on other days (weekends or holidays). If an Employee is unable to take the one-half (1/2) hour break he or she shall be paid for the one-half (1/2) hour as an additional overtime.

12.10 An Employee who works for four (4) or more hours as a senior equipment operator on the paver (left operator), bucket truck, or backhoe, or as a junior equipment operator on the paver (right operator), roller, sweeper, boom mower or Catch Basin Cleaner/Boom Truck, or as a mechanic shall be paid at the senior equipment operator or junior equipment operator or mechanic rate, as applicable, for the entire shift. An Employee who works as such for fewer than four (4) hours shall be paid at the Employee's rate for the entire shift. It is understood that specialized work, such as roof repairs or electrical wiring, qualifies for the mechanic rate. This work shall be divided among available Employees. It is understood that work done as a mechanic's helper or non-mechanic work such as cleaning equipment, changing tires or building barricades does not qualify as work as a mechanic. The highest paid Employee in a work crew shall be in charge of that crew and shall not be entitled to the crew leader pay unless designated as a crew leader by the First Selectman or his or her designee.

12.11 When Employees are engaged in snow plowing and sanding work and a meal break is required, depending upon conditions, Employees shall be released as early as 4:00 p.m. and not later than 7:30 p.m. for meal break and as appropriate, for a breakfast break. Employees called in shall report promptly and shall not wait to go to a meal break with Employees who do not report promptly. Employees shall use their best efforts to return as soon as possible from meal break so that other Employees may be called in for meal break.

12.12 By mutual agreement between the Department Head and the affected Employees, the work week for operation of the sweeper or mower operators may be modified to a four (4) day, ten (10) hour per day week. In such event, overtime shall not be paid as required by Article XIII except for work over the revised workweek. In the event that more qualified Employees than those selected wish to participate, the opportunities will be rotated.

ARTICLE XIII - OVERTIME

13.1 All work performed over eight (8) hours in any one (1) payroll day or all work over forty (40) hours in any one (1) week shall be paid for at one and one-half (1 1/2) times the Employee's rate of pay.

13.2 All work performed by Employees on Saturday shall be paid at one and one half (1 1/2) times the employee's rate of pay.

13.3 All work performed by Employees on Sundays shall be paid at two (2) times the Employee's rate of pay.

13.4 In the event that an Employee is required to report for duty at a time other than his or her regular working hours, the Town shall provide a minimum of three (3) hours work at the applicable rate. When an Employee completes his or her assignment and is authorized by a supervisor to leave work before three (3) hours have run, the Employee shall be paid the three (3) hour minimum. The supervisor's authorization to leave shall not be unreasonably withheld.

13.5 There shall be no pyramiding of overtime premiums.

13.6 (a) Where possible, overtime shall be equalized among Employees.

(b) An Employee who does not avail himself or herself of the opportunity to work overtime will be charged on the overtime records as though he or she had worked the overtime offered.

13.7 (a) When called in or asked to return to work for snow plowing, sanding, storms or other emergencies, Employees shall be paid for thirty (30) minutes prior to the time they punch in, provided they punch in within one (1) hour of the time they were called.

(b) Employees who punch in later one (1) hour or later from the time they were called shall be paid from time they punch in.

13.8 When called in to work for snow plowing, sanding, storms or other emergencies, all Employees will report to work promptly and work for the duration of the emergency or until excused from work. It is understood that verified incapacitating illness or other good cause may relieve the Employee of this obligation; provided, however, that it is further understood that inconvenience is not good cause.

13.9 Employees who are engaged in paving or armor coating shall, upon request of their supervisor or the Department Head, stay on the job until excused from work, provided the Town so notifies the Employees by the end of the lunch break. It is understood that verified incapacitating illness or other good cause may relieve the Employee of this obligation, provided, however, that it is further understood that inconvenience is not good cause.

13.10 When there is a complete, Town-wide sanding operation, not including spot sanding, a loader operator shall be available for the entire loading operation. The Town may utilize the Highway Superintendent as the loader/operator or the Town may utilize the crew leader as the loader/operator. If the Town attempts to obtain one of such persons, or another Employee for the loading operation, but cannot, the Town shall not be in violation of this provision.

ARTICLE XIV - DISCIPLINARY PROCEDURE

14.1 No Employee covered by this Agreement shall be discharged or disciplined except for just cause.

14.2 Other than in the case of probationary Employees, any disciplinary action, including discharge, may be appealed through the grievance procedure of the Agreement.

ARTICLE XV GRIEVANCE PROCEDURE

15.1 Any controversy, dispute or complaint arising over the interpretation or application of the provisions of this Agreement shall constitute a grievance and shall be processed in the following manner:

15.2 Step 1 - Within seven (7) working days of the occurrence of the event giving rise to the grievance, the aggrieved Employee with his or her steward, if he or she so desires, shall present the grievance to the Director of Public Works, who shall then, within seven (7) working days, meet with the Employee and his or her steward, if the Employee so desires, in an effort to adjust the grievance. If unable to do so, it may be submitted to the next step by stating the grievance in writing specifying the Section or Sections of the Agreement involved and giving a copy to the First Selectman within seven (7) working days after the above meeting; a copy shall also be given to the Director of Public Works.

15.3 Step 2 (a) Grievances filed by the Town or the Union may initially be presented at this step of the procedure.

(b) A meeting between the Union, including at least one representative of the Union, and the First Selectman and/or his or her representative, to discuss such grievance will be held as soon as possible, but not later than fourteen (14) calendar days from the date of the request for such meeting by either party.

(c) The Town will produce such records and disciplinary notices as may be considered necessary to the settlement of the grievance. Nothing contained in this section shall require the Town to assemble any records which it does not keep in the ordinary course of its operation and if the records are voluminous, either the Union shall pay for the cost of copying such records, or in the alternative, the Town may provide a reasonable sampling of such records with the right of the Union to examine, on Town premises, the original records.

(d) The First Selectman will render his or her decision as soon as possible, but not later than fourteen (14) calendar days after such meeting.

(e) Any written grievance that is satisfactorily settled will be so marked and signed by the First Selectman and an official of the Union.

(f) If a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.

15.4 No grievance shall result in a payment for any period in excess of seven (7) days before the grievance was filed.

15.5 Any time limits specified within this Article may be extended by mutual agreement of the Union and the Town.

ARTICLE XVI - ARBITRATION

16.1 Only the Union or the Town may submit a grievance to arbitration. If the First Selectman's answer is unsatisfactory and the grievance is not settled, either party may submit it to arbitration before the Connecticut State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the State Board no later than fifteen (15) calendar days after the written answer of the First Selectman under Step 2 above. The party filing for arbitration shall simultaneously deliver or mail a copy of its request for arbitration to the other party hereto.

16.2 The arbitrator's award shall be final and binding on the parties as provided by law. He or she shall have no power to add to, subtract from or in any way modify the provisions of this Agreement. The cost of the arbitration procedure shall be borne equally by both parties. It is understood that each party is responsible for their own costs of legal counsel, witnesses and other expenses not normally considered the mutual responsibility of both parties.

16.3 Any time limits specified within this Article may be extended by mutual agreement of the Union and the Town. If a grievance is not submitted to a higher step in the grievance procedure it shall be deemed settled on the basis of the Town's answer in the last step considered.

ARTICLE XVII - INSURANCE PROGRAM

17.1 The Town shall provide and pay for health insurance, subject to deductions and cost shares, as described in 17.3.

17.2 Other insurance benefits shall consist of (a) Disability insurance; deductible 180 days, income from disability to age 65 (approximately 60% of salary.) (b) Life Insurance in an amount equal to the next \$1,000.00 of base salary with a minimum of \$41,000.00. (c) The Town shall provide and pay the full cost of the dental insurance (one of either US Life Ultra Dent Plan or Blue Cross Plan as selected at the start of this Agreement by the Union for all members) for individual coverage for all Employees covered by this Agreement. Employees shall be able to purchase additional family coverage, but shall pay 100% of the cost for such coverage which shall be paid through payroll deduction.

17.3.1 Effective July 1, 2017, each employee shall contribute to the cost of the health insurance through payroll deduction the following premium cost share percentages:

Effective July 1, 2017, premium share is 10%

Effective July 1, 2018, premium share is 11%

Effective July 1, 2019, premium share is 12%

17.3.2 The employee premium cost shares for the insurance set forth in this Article shall be pre-tax, Section 125 deductions.

17.3.3 The Department of Public Works will be enrolled in the State 2.0 Partnership Plan. Detailed information can be found at www.osc.ct.gov/ctpartner/.

17.4 The Town shall have the right to substitute for the insurance or any portion of the insurance provided in this article XVII, insurance providing benefits which on the whole are substantially equal to or better than such benefits. Substitutions 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 finally resolved.

17.5 An Employee who retires from the Town shall have the right at the time of retirement to purchase hospital and medical insurance through the Town's insurance program until Medicare insurance is available so long as the insurer permits. One hundred percent (100%) of the cost of these benefits shall be paid by the Employee.

17.6 Employees who elect not to take the health insurance coverage provided by the Town, upon signing of a waiver, shall receive, in arrears with one half being paid around January 1st and one half being paid around June 1st, the following annual payment in lieu of such coverage less necessary taxes: \$2,000 (if eligible for individual coverage); \$3,000 (if eligible for individual plus one dependent coverage); \$4,000 (if eligible for family coverage). Employees who are married to another Employee or another employee of the Town, may: (a) Have one elect medical insurance benefits, or (b) One elect payment in lieu of benefits for individual plus dependent or family coverage as applicable.

The parties agree to the standard Town of Easton Policy for new hires.

17.7 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 co-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 alternate health insurance plan.

ARTICLE XVIII - RETIREMENT BENEFITS

18.1 Effective July 1, 1995, all employees were and are now covered by a pension plan entitled "Retirement Plan II for the Employees of the Town of Easton". All employees shall have pension benefits vested upon completion of five (5) years of service. The plan has been modified as set forth in Section 18.4.

18.2 Every third year beginning in 2005, a representative of the Pension Fund shall schedule a meeting with Employees to explain any questions regarding plan benefits. Additionally, a representative of the supplemental deferred compensation plan offered by the Town shall visit at least once every third year to explain additional investment options.

18.3 An Employee can buy back years of service served in the military at his own full expense.

18.4 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.

18.5 The Employee contribution to the defined benefit pension plan for existing employees as of June 30, 2012, shall be 6.58% for the life of this Agreement. For employees hired after June 30, 2012, the Town contribution to the defined contribution pension plan shall be a minimum of 4% of earnings. The employer will make a dollar for dollar match for voluntary employee contributions over 4% up to 7% of earnings.

ARTICLE XIX - LONGEVITY PAYMENTS

19.1 Employees shall receive longevity pay based on the following formula:

<u>Continuous Years of Service</u>	<u>Annual Longevity Pay</u>
5 years but less than 10	\$ 400.00
10 years but less than 15	\$ 850.00
15 years but less than 20	\$1,250.00
20 years or more	\$1,450.00

Longevity pay shall be earned on the Employee's anniversary hiring date and paid on the pay date following the pay period on which the longevity anniversary date is reached.

ARTICLE XX - GENERAL

20.1 Personal days Each Employee who has completed his or her probationary period shall receive three (3) personal leave days per fiscal year. Employees may be granted additional personal leave days with pay at the discretion of the First Selectman. An Employee desiring to take a personal day off must notify the Department Head or the First Selectman or his or her designee at least one (1) week in advance unless an emergency exists. Personal leave days shall not be used to extend holidays or vacations unless an emergency exists. Personal leave days taken with proper notice (one week) shall be without having to give reason for this personal leave. The Employee shall provide a reason for a personal leave day requested in an emergency so that the Town can determine if a bona fide emergency exists. Personal time must be taken in a minimum of two (2) hour increments.

20.2 The Town shall pay the difference between an Employee's regular pay and the amount received from the courts if any Employee is summoned to jury duty; provided, however, that an Employee released from jury duty before 1:00 p.m. shall immediately report back to work.

20.3 The Town shall provide safety glasses and hard hats when required. Employees exposed to traffic shall wear OSHA compliant safety vests and clothing. Employees must use such safety equipment provided.

20.4 The Town will provide and pay for the benefit of all full-time permanent Employees uniforms and safety shoes up to four hundred dollars (\$400.00) per year as the same are deemed to be required by Department Head. Employees shall obtain prior approval from their supervisor before charging items

that will be paid for under this Section. Employees shall wear clothing which reflects well upon the Town's, as well as the Public Works Employees' image (i.e., proper work wear, no beer commercials, motorcycle advertisements, slang slogans, etc).

20.5 Employees shall be expected to maintain equipment and to clean Town property, including vehicles. Such maintenance or cleaning shall be during the Employees' work day as directed by management. For safety purposes, Employees shall not be required to climb onto the top of trucks without another person present.

20.6 Employees may be allowed up to sixty (60) days leave of absence without pay or other benefits. There shall be no loss of seniority during such leaves. All leaves are subject to approval by the First Selectman. The Town recognizes rights concerning leaves of absence as outlined in the State and Federal Family and Medical Leave Acts.

20.7 When an Employee volunteers to take a course on his own time (outside of work hours), the Town will reimburse fifty percent (50%) of the course tuition for a course which is part of an accredited program and which is approved by the Department Head in advance. The Department Head shall have full discretion to deny reimbursement for non-work related courses and for courses which, in his or her judgment, will not benefit both the Employee and the Town. Reimbursements shall be paid to the employee upon his or her submission to the Town of proof that he or she completed the course with a grade "C" or above. At the completion of the course, the employee must turn over to the Town all books which were required for the course so that other Employees may use the books. If the books are in good condition, the Town will reimburse one hundred percent (100%) of expenses for such books.

20.8 Employees shall continue to receive any proper right, privilege or benefits which Employees have previously received which may not be enumerated in the Agreement.

20.9 Calculation of hours worked shall meet State labor guidelines in accordance with Connecticut Department of Labor Regulations, Section 31-60-11.

20.10 Copies of the current policies on personnel files and telephones are attached as Exhibits C and D.

20.11 Employees shall abide by the Ethics Code of the Town of Easton as amended from time to time. A copy of the Code of Ethics is attached as Exhibit E.

20.12 Employees shall be entitled to receive, at their discretion, a hepatitis vaccination at the cost of the Town. The Employee shall cooperate in obtaining any reimbursement under health care insurance provided by the Town. Any Employee not wishing to receive a vaccination shall sign a waiver.

20.13 The Town shall provide during the term of the Agreement, training in basic CPR for each Employee. Such training shall be conducted during work hours and shall be mandatory.

ARTICLE XXI - DURATION AND RENEWAL

21.1 This Agreement may be altered or modified only by mutual written agreement of the parties hereto.

21.2 This Agreement shall become effective upon ratification by the Parties and shall remain in effect until midnight June 30, 2020.

21.3 If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other party by certified or registered mail not more than one hundred fifty (150) days in advance of and not less than the expiration date hereof.

21.4 Negotiations upon proposed changes in the terms of this Agreement shall begin not less than one hundred twenty (120) days prior to the expiration date of this Agreement.

X Adam Dunsky
FOR THE TOWN OF EASTON

Adam Dunsky DATE: 8/3/17

X Stephen R. Ferrucci III
FOR CSEA LOCAL 2001 SERVICE EMPLOYEES
INTERNATIONAL UNION

STEPHEN R. FERRUCCI III DATE: 08/03/2017

X Mark Alves
FOR CSEA LOCAL 2001 SERVICE EMPLOYEES
INTERNATIONAL UNION

Mark Alves DATE: 8/3/17

TOWN OF EASTON
PUBLIC WORKS DEPARTMENT
ALCOHOL AND CONTROLLED SUBSTANCE TESTING POLICY
(FHWA MANDATED PROGRAM)

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Rev. 5/14/02

**TOWN OF EASTON
PUBLIC WORKS DEPARTMENT**

**ALCOHOL AND CONTROLLED
SUBSTANCE TESTING POLICY
(FHWA MANDATED PROGRAM)**

I. PURPOSE

The purpose of this document is to outline the policy of the Town of Easton Public Works Department, (the department), to comply with Federal Guidelines to maintain a drug and alcohol free workplace for employees employed by the department. The department is firmly committed to operating in the safest and most efficient manner possible. As a responsible employer, the department is also committed to promoting the safety and welfare of its employees and the public. The widespread problem of drug and alcohol abuse in our society is a potential threat to those objectives, endangering not only the public, but also the future of the department and the personal lives of its employees. Many problems are associated with alcohol and drug abuse: it can cost employees in terms of health, broken marriages, abused children, and lost employment. Such problems can also cost the department in terms of absenteeism, accidents, lost productivity, and increased medical expenses. It is the responsibility of each employee to ensure that he/she is alcohol and drug free in compliance with the requirements outlined in this policy.

II. APPLICABLE FEDERAL REGULATIONS

This policy was developed and will be implemented in accordance with the following federal rules and regulations which are applicable to the department:

*Department of Transportation, Federal Highway Administration, 49 CFR Parts 40, 382, and 391 - Controlled Substance Testing. As amended.

This policy applies to all employee applicants and employees, including employees who are drivers of commercial motor vehicles with a gross vehicle weight rating (GVWR) over 26,000 pounds, transport vehicles for 16 or more passengers (including the employee) or transport vehicles placarded for hazardous materials.

III. CATEGORIES OF TESTING

Detection will be accomplished through the following categories of drug and alcohol testing as outlined in 49 CFR Part 40:

1. Pre-employment (alcohol suspended)
2. Random Testing
3. Reasonable Cause
4. Post-Accident
5. Return-To-Duty
6. Unannounced Follow Up Testing

The drugs to be tested for are as follows:

Marijuana
Cocaine
PCP
Opiates
Amphetamines

Alcohol Breath Alcohol Content (B.A.C.) levels of .02 to .039 will preclude an individual from driving a truck for a period of 24 hours. Levels above > .04 is considered positive. All employees with B.A.C. levels > .02 will be provided transportation to their residences.

The department will train all appropriate supervisory personnel to recognize the signs and symptoms of substance abuse.

IV. POLICY STANDARDS

Employees are prohibited from using, being impaired by, under the influence of or, being in possession of, and the use, consumption, exchange, transportation, sale, manufacturing, dispensing or distributing of any controlled substance when subject to duty, when reporting for duty, while on duty or on Town property, vehicles, and equipment owned, leased or used by or under the control of the Town of Easton and its affiliates, except as permitted by Section 4.1 below. The illicit use of controlled substances is prohibited at any time. Any employee who tests positive as indicated by the test and confirmed by the Medical Review Officer (MRO) will be subject to disciplinary action up to and including, for a second offense, termination.

Upon testing positive, the employee has the right to have the "split" specimen analyzed at a different Substance Abuse and Mental Health Services Administration (S.A.M.S.H.A.) certified laboratory. This test will be performed at the employee's expense. But if the test is negative, the Town will reimburse the employee for the cost of the test. In the event an employee cannot "void" (shy bladder) after consuming 40 fluid ounces over a 3 hour period, the employee will be evaluated by a medical doctor to determine if this is a physical problem. If not, the test will be classified as a "refusal" (i.e. dealt with as a positive.)

A B.A.C. >.02 but <.04 will result in the employee being removed from duty without pay for 24 hours and he/she will receive a verbal warning for the first offense, a written warning for the second offense, 5 working days suspension for the third offense and termination for the fourth offense. No employee shall perform safety sensitive functions within four (4) hours after using alcohol. The department shall not permit a employee to perform or to continue to perform safety- sensitive functions, while having actual knowledge that an employee has used alcohol within four (4) hours. In the event that an employee cannot perform the breath test (shy lung), he/she will be evaluated by a medical doctor to determine if there is a medical condition that prohibits the employee from performing the breath test. If the doctor determines that there is not an existing "refusal" medical condition, the test will be classified as a (i.e. dealt with as a positive).

If any employee needs to get a medical opinion in a shy bladder or shy lung situation, the expense of this required activity is at the expense of the employee.

Any employee who tests positive for alcohol, B.A.C. .04 or higher for the first test will be suspended for seven (7) unpaid working days; or until the employee successfully passes a return to duty alcohol test and receives clearance by the Substance Abuse Professional ("SAP") whichever is later. In the event an employee tests positive for controlled substance, for the first test, the employee will be suspended for twenty-one (21) unpaid working days, or until the employee successfully passes a return to duty drug test (and receives clearance from the "SAP" whichever is later. An employee failing:

1. Follow up testing;
2. Random testing (second random);
3. Reasonable suspicion testing;

will be terminated immediately.

Any employee who tests positive will be evaluated by a SAP to determine return to duty, follow up testing and if treatment is needed.

Any rehabilitation services resulting from a first positive drug or alcohol test will be paid for by the employee to the extent not covered by insurance.

Any test adulterated as described in the Federal drug and alcohol guidelines shall result in termination. This provision, if proven, shall not allow the employee an opportunity for rehabilitation.

The cost of all subsequent follow-up tests to a positive test (except for "split" specimen test which shall be as stated above) shall be divided between the Town and the employee.

4.1 Use of Prescribed and Over the Counter Medication

The department will permit prescribed and over-the-counter medication and/or the use of medication on the department's premises, specifically prescribed for the employee by his/her physician, that is clearly labeled with the employee's name, the name of the medication and the physician's Federal Drug Enforcement Administration license number, provided the substance is used at the dosage prescribed or authorized and it does not impair their ability to perform in their job or endanger their safety or the safety of others. **It is the responsibility of the employee to notify their immediate supervisor that they are using a prescription drug and to produce documentation of this drug prior to commencing work.**

The MRO will make a good faith judgment, with knowledge of the employee's assigned duties and on the basis of the available medical history, that use of the substance by the employee at the prescribed or authorized dosage level is consistent with the safe performance of the employee's duties. Any medication brought on Town property must be carried in its original container.

If the injury or illness requiring the use of the medication is job related and impacts the employee's duties, the employee will be given light duty (if available).

And if light duty is not available, the employee shall be placed on worker's compensation. If the injury or illness is not job related, the employee may use sick, vacation, or personal time as available. In either case, the employee shall attempt to use a non-narcotic medication.

4.2 Requirement of Cooperation with Testing Procedure

Each employee required to be tested pursuant to this policy must cooperate with the collections procedures. If an employee refuses to cooperate with the collection process, the collection site person shall inform management and shall document the non-cooperation on the Urine Custody and Control form. Any employee who refuses to cooperate in providing a sample or is found to have, in any way, tampered with or substituted a sample shall be subject to disciplinary action up to and including termination.

V. EMPLOYEE AWARENESS PROGRAM/SUPERVISOR TRAINING PROGRAM

A major tool in the battle against drug use is education and awareness. Accordingly, the department will educate its employees about the dangers of drugs, their effects and consequences. The education program will help motivate employees to understand the problems associated with using drugs, the misuse of alcohol, and the ways such use could compromise their personal functioning as well as their functioning on the job. To accomplish this objective, a number of approaches will be taken to include the following:

- * An employee education and training program for all employees. The education component shall include:
 - * informational material;
 - * this policy.
- * The training component for employees shall include information on the effects and consequence of drug and alcohol abuse on personal health, safety and the work environment, and the manifestations and behavioral patterns that may indicate drug and or alcohol abuse.
- * Supervisory employees who will be determining when an employee is subject to drug and alcohol testing based on reasonable cause under this policy shall receive at least one (1) hour of additional training on the physical, behavioral, and performance indicators of probable drug use and one (1) hour on the symptoms of the abuse of alcohol.

VI. TESTING METHODOLOGY

All drug testing conducted pursuant to this policy will be performed via urinalysis. Alcohol tests may be conducted by the use of an initial screen (non-evidentiary test) and if the presence of alcohol is detected, the confirmation test will be conducted on a Evidentiary Breath Testing unit (E.B.T.). In the absence of a non-evidentiary test, the screening test will be conducted of an E.B.T. The E.B.T. will be operated by a Breath Alcohol Technician (B.A.T.). All of the above procedures will be consistent with 49 CFR Part 40.

6.1 Pre-Employment

All final applicants for employment as employees are required to submit to a drug test. The applicant will be informed that the urine specimen being collected will be tested for drugs to include Marijuana, Cocaine, Opiates, Phencyclidine (PCP) and Amphetamines. Final applicants will be required to sign a form consenting to the drug test and authorizing the release of any drug and/or alcohol test results to the department.

Any applicant who decides not to cooperate in the pre-employment drug test may withdraw their application. No record will be maintained of the declination. Final applicants who test positive for drugs will be rejected for employment.

6.2. Random Testing

All employees will be subject to random drug and alcohol testing. Selection of employees to be tested will be administered by a 3rd party management company utilizing a validated computerized random selection program. This program ensures that every covered employee has an equal opportunity of being selected at any given time.

Notification of an employee's selection will not be provided until the employee's tour of duty in which the drug and alcohol test is to be conducted. Immediately upon notification of being randomly selected the employee is to proceed to the collection facility.

6.3. Reasonable Cause Testing

Under this type of testing, the employee will be removed from service without pay pending the outcome of the test(s). The employee will be returned to service with back pay if the outcome of the test(s) is negative.

In all cases where an employee is subject to reasonable cause testing, an evidentiary report of reasonable cause must be completed and signed by a supervisor before the test is administered. Supervisory employees must receive at least one (1) hour on drug and one (1) hour on alcohol training in the physical, behavioral, and performance indicators of probable drug and alcohol use if they will be determining when an employee is subject to testing based on reasonable cause under this section.

"Reasonable cause" exists when a supervisory employee believes based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee a trained supervisor would reasonably conclude that an employee has violated the prohibitions of this policy. The observations may include indications of chronic and withdrawal effects of controlled substances.

Reasonable suspicion does not require certainty. Mere hunches or "gut feelings", however, are not valid in making a reasonable cause determination. If supervisors with training in the identification of the signs and symptoms of drug and alcohol use, reasonably conclude that there are objective facts indicative of use of drugs and or alcohol, this is sufficient justification for testing.

A. Drug Test

Employees of the department are required to submit to a urine analysis for the purpose of detecting the presence of controlled substances (drugs) when a supervisory employee has reasonable cause as defined above.

B. Alcohol Test

Employees of the department are required to submit to a breath alcohol test for the purpose of detecting the presence of alcohol when a supervisory employee has reasonable cause as defined above.

Under this type of testing, the employee will be removed from service without pay for 24 hours if the confirmation alcohol test result is .02 to .039 (B.A.C.)

If the confirmation alcohol test result is .04 or greater the employee is deemed to be positive for alcohol and must be removed from their safety sensitive function immediately and are subject to discipline in accordance with Article IV. After removal, the employee is no longer qualified to perform safety sensitive functions until evaluated by a SAP, completes any rehabilitation recommended and takes a Return-To-Duty test with a negative result. The employee is also required to have follow up testing with a minimum of six (6) tests in the first 12 months, the cost of such tests shall be paid for by the employee.

6.4. Post-Accident Testing

Under this type of testing, employees may be removed from service without pay pending the outcome of the test (s). The test (s) must take place within 32 hours of an accident as defined below. The alcohol test should be conducted within 2 hours, but no later than 8 hours after the accident. If the test is not conducted within these parameters, the reason for not doing so must be documented.

The employee will be returned to service with back pay if the outcome of the test(s) is negative. Post-accident drug testing is required of any employee involved in an accident as defined below:

"Accident" means an occurrence associated with the operation of a commercial vehicle, if:

- *There is a fatality. (Test is mandatory);

- *A vehicle is towed from the scene of the accident and a citation is issued to the employee;

- *Medical treatment is administered away from the scene of the accident and a citation is issued to the employee;

(Except in cases involving fatalities, a test is not required if a citation is not issued to the employee.)

6.5. Return-To-Duty Testing

After completing any required rehabilitation, any employee who tested positive must have a negative Return-To-Duty drug or alcohol test result before returning to a safety sensitive job function.

The cost of such test shall be the responsibility of the employee.

Consequences of Positive Test Result:

Any positive drug test or any alcohol test with a result of 0.02 or higher for an employee subject to return-to-duty testing will be grounds for immediate termination.

6.6. Unannounced Follow Up Testing

Upon returning to work (after a negative Return-To-Duty test) the MRO or SAP will schedule unannounced Follow Up Tests for up to 60 months. For alcohol at least 6 tests must be conducted in the first 12 months upon reporting to work. The costs of such tests shall be divided between the employee and the Town.

Consequences of Positive Test Result:

Any positive test result for an employee subject to follow-up testing (including the positive result of a safety-sensitive job transfer, random, reasonable suspicion, post-accident, or other test) will be grounds for immediate termination.

6.7 Call Back After Hours

Employees who are aware they are subject to call-back (e.g., impending storm) are prohibited from using alcohol for four (4) hours before performing a safety-sensitive function. An employee subject to call-back will be allowed to acknowledge, at the time he or she is called to duty, that he/she has used alcohol and to indicate whether he/she believes he/she is capable of performing the safety-sensitive function. If they are incapable of reporting to work, they will be charged on the overtime list as if they worked. The second time the employee indicates impairment; the individual will be referred to a SAP. For unforeseen call backs, an employee may refuse without penalty except to be charged on the overtime list as if he had worked.

VII. URINE COLLECTION AND ALCOHOL TESTING PROCEDURES

All aspects of urine analysis, drug and alcohol testing, and chain of Custody procedure shall be conducted in strict accordance with the Department's Substance Abuse Testing and D.H.H.S. standards as outlined in 49 CFR Part 40.

VIII. DRUG FREE WORKPLACE ACT OF 1988

Collection Procedures

Additional elements of this policy required to meet the Drug Free Workplace Act of 1988 are listed below:

Unlawful manufacturing, distribution, dispensing, possession or use of a controlled substance on Town of Easton premises or while conducting Town of Easton business off Town of Easton premises is prohibited.

Employees must report any conviction under a **criminal** Drug statute for violations, including a plea of "no contest", occurring on or off Town of Easton premises while conducting Town of Easton business. This written notification must be provided within five (5) days of the conviction. This notification must be in writing, signed by the employee. **Any employee may be discharged upon conviction of a felony involving the possession of or a transaction in illegal Drugs, regardless of where the unlawful activities took place.**

IX. EMPLOYEES ADMITTING TO DRUG AND/OR ALCOHOL ABUSE PRIOR TO NOTIFICATION OF TEST

In accordance with and subject to other applicable policies and procedures, an employee who admits to Controlled Substance Abuse or Alcohol Abuse prior to notification that a random or "reasonable cause" test is required, may avoid termination on the basis of Drug Abuse or Alcohol Misuse and be allowed the opportunity to reform. Any rehabilitation costs shall be paid for by the employee.

Once the employee is professionally cleared for the performance of safety sensitive functions, the employee shall be reinstated.

X. DISCIPLINE

This policy shall not exclude the use of discipline for cause based on reasons which are related to alcohol. For example, an employee may be disciplined for chronic absenteeism even if argued to be the result of alcohol use.

XI. TREATMENT COSTS

If any treatment is prescribed, any cost not covered by insurance will be at the expense of the employee. If any employee needs to get a medical opinion in a shy bladder or shy lung situation, the expense of this required activity is at the expense of the employee.

XII. NOTICE OF EMPLOYEES/APPLICANTS

A copy of a Notice to Employee/Applicants is attached as Exhibit 1.

NOTICE TO EMPLOYEES/APPLICANTS

Town of Easton, Public Works Department, requires successful completion of a urinalysis drug test as part of its pre-employment screening process. A positive test will result in immediate disqualification of applicant. Additionally, the department requires successful completion of a urinalysis drug test and or breath alcohol test if the department has reasonable suspicion that the employee is under the influence of drugs and or alcohol which adversely affects or could adversely affect the employee's job performance. The department also requires employees in occupations that have been designated as safety sensitive by the Federal Regulations to undergo random urinalysis drug testing at the rate of 50% of the total covered employees. Random alcohol tests will be conducted at the rate of 25% of the total FHWA covered employees only. Drug tests are conducted for the department by an outside, professional laboratory. Further details will be provided to applicants who successfully meet the department's other criteria for employment.

Because we are required to notify employees/applicants of our intent to conduct urinalysis drug testing, we ask that you sign and date this notice.

I _____ have received, reviewed and understand the department's drug and alcohol policy. Additionally, the department's drug and alcohol policy was explained to me by an authorized

Employee/Applicant Signature

Date

Employee/Applicant Printed Name

Witness Signature

Date

Witness Printed Name

TOWN OF EASTON PERSONNEL FILES POLICY

Personnel files are maintained for each employee subject to the following:

An employment application and medical personnel file shall be maintained in the Town Hall.

The employee's primary personnel file, which shall contain all matters pertaining to the employee's employment shall be maintained at the office of the department.

All personnel files shall be maintained as to preserve the confidentiality of material in those files. No material shall be released except upon the authorization of the employee or pursuant to a valid court order or subpoena or for permitted governmental purposes.

An employee shall have the right to view the employee's personnel file upon reasonable notice. The employee shall have the right to obtain copies of the employee's personnel file at a charge not to exceed the Town's reasonable cost for such copying.

No item shall be placed in the employee's personnel file without notice to the employee. The employee shall have the right to have placed in his personnel file a response prepared by the employee to any item placed in the employee's file.

POLICY: USE OF TELEPHONE AND TELEFAX

POLICY

The policy of the Town of Easton is that its telephones and telefaxes be used for Town business and that individual owned personal communications devices (cell phones) be utilized during working hours for only emergencies.

PROCEDURE

1. Town telephones, cell phones, and telefaxes should be used primarily for Town business although minor personal use which does not interfere with Town business is permitted.
2. We recognize that there are times when personal calls may be made or accepted. These should be kept to a bare minimum during business hours. The use of personal communications devices (e.g., cell phones) during working hours, whether paid for by the Town or by the employee, is restricted to the conduct of Town business or for personal emergency use only. The use of cell phones while operating a vehicle is prohibited.
3. If an employee has been issued a cell phone to have after business hours, the employee has been issued that phone so as to enable other Town personnel to reach the employee during non-business hours. While a Town cell phone may be used for limited personal calls during non-business hours, the employee shall exercise reason when making personal calls during non-business hours.
4. We should always attempt to have an employee speak to a caller or take a message if the caller identifies himself or herself and indicates that the call is of an emergency nature.
5. If it is necessary to make a personal long distance call or other use for which a charge will be imposed or to make a personal cell phone call for which a charge will be imposed, the employee shall reimburse the Town at the time of the next telephone bill. Please note that alternatives to charging the call to the Town are to charge it to one's home telephone number or to a calling card. With the authorization of the Department Head, an employee who lives outside the local calling area, may telephone his home to inform his or her family that he or she will be working beyond regular hours without reimbursement to the Town for the call.
6. To assist in the processing of long distance phone calls, a log is to be maintained by each employee in a department. The log shall be submitted with each bill which is submitted for payment. Town Hall Department logs will be collected monthly. Bills which are not accompanied by the log, will not be processed for payment.
7. Employees should avoid, where possible, the use of such services as directory assistance and return call dialing (*69) since charges are imposed for the use of each.
8. When an employee is away from his or her regular workplace, the employee should notify the receptionist or other person taking calls so that incoming calls for the employee can be properly handled.

9. Employees should restrict conversations to the purpose for the call so as to avoid overages on allotted minutes.

10. Generally contracts for cell phones and useage will be negotiated through the oversight of the Office of the First Selectman on a town-wide basis. Requests for exceptions must be made prior to making any commitment.

11. There is no expectation of privacy in the use of town phones and thus, telephone numbers may be examined and are subject to Freedom of Information requests.

EFF 1-31-06

Exhibit 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.

2. 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 Statutes; "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 Interest" 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 person, 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 of the masculine gender shall include the feminine.

3. No Town Officer shall engage in any transactions 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 tend 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 interest, the following examples of specific conflicts are hereby set forth for the guidance of all Town Officers:

- a. INCOMPATIBLE EMPLOYMENT - No Town Officer shall engage in or accept private employment or render services for private interest when such employment or service is incompatible with the 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, facilities, 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, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
- d. DISCLOSURE OF CONFIDENTIAL INFORMATION - No Town Officer 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 interests before any Board, Agency, Committee or Commission of the Town; nor shall he represent private interests 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 this Code of Ethics and which shall consist of five (5) members. Not more than three of said members shall be of the same political party, and none of who shall hold any of the appointed or elected 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 two (2) year terms. No elector may serve for more than six (6) successive 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.

d. 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.