

THE TOWN OF EASTON
AND
LOCAL 1426 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

July 1, 2017 -June 30, 2020

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CONTRACT BETWEEN THE TOWN OF EASTON AND LOCAL 1426 INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

The following contract, effective as of the date of award in Case No.: 2018-MBA-220, July 1, 2017, by and between, respectively, the Town of Easton, herein referred to as the "Town" and Local 1426, International Association of Firefighters, herein referred to as the "Union" is designed to maintain and promote a harmonious relationship between the Town of Easton and such of its employees who are within the provisions of this contract in order that efficient and progressive public service may be rendered. As used in this Agreement, words of the masculine gender include the feminine.

ARTICLE I
RECOGNITION

The Town hereby recognizes the Union as the exclusive representative and collective bargaining agent for the bargaining unit, consisting of all uniformed and investigatory employees within the Easton Fire Department, except the Chief, on all matters of wages, hours, and conditions of employment.

ARTICLE II
EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT

The Town shall give to each present employee, within thirty (30) days of the date on which this contract is approved, and to each new employee, when he is hired, a copy of this contract. The Town shall also give the Union five (5) additional copies of this contract at the same time that it is required to give copies of this contract to present employees.

ARTICLE III
PAYROLL DEDUCTIONS OF UNION DUES AND ASSESSMENTS

The Town shall deduct monthly from earned wages of union members and shall remit to the Union monthly dues and/or assessments in the amount determined by the Union provided no such deductions shall be made from any employee's wages except when authorized by him on an appropriate form, a copy of which must be submitted to the Town. Such authorization shall be for the life of the contract and shall be continued thereafter if a contract exists between the Town and the Union. If an employee seeks to revoke his authorization, the Town shall advise the employee that revocation is not permitted under the contract and the parties shall defend any action brought by the employee. The Union shall indemnify and hold harmless the Town against any and all claims that shall arise out of action taken

by the Town for the purpose of complying with the provisions of this Article. The collection of dues pursuant to this Article shall meet all constitutional requirements.

ARTICLE IV GRIEVANCE PROCEDURE AND DISCIPLINARY ACTION

Section 1. Any employee or group of employees who feel aggrieved concerning his or their wages, hours, or conditions of employment, which wages, hours or conditions are controlled by this contract or by any rule or regulation which is not in conflict with this contract, including any claim of unjust discrimination, may seek adjustment as follows:

Step 1. Within seven (7) days of the occurrence of the alleged grievance the Union shall submit such grievance in writing to the Chief of the Department, with copies to the parties involved. Within seven (7) days (excluding Sundays and Saturdays) after the Chief receives such grievance, he shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Chief shall render a decision in writing concerning such grievance within three (3) days (excluding Saturdays and Sundays) of said meeting. Said writing shall set forth a rationale for the decision based upon the Chief's meeting with the representatives of the Union. If such grievance is not resolved to the satisfaction of the Union, the Union may within seven (7) days of such decision initiate Step 2 of this procedure.

Step 2. Further review of such grievance shall be made by presenting in writing such grievance to the Board of Fire Commissioners. Said writing shall include the reasons why the Union is dissatisfied with the written decision of the Chief of the Department. Review of the grievance by the Board of Fire Commissioners shall be limited, where possible, to those issues identified by the Union as forming a basis for their dissatisfaction with the written decision of the Chief of the Department. Within fourteen (14) days after the Board of Fire Commissioners receives such grievance, they shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Board shall render a decision in writing concerning such grievance within seven (7) days of such meeting. Said writing shall set forth a rationale for the decision based upon the Board's meeting with the representatives of the Union. If such grievance is not resolved to the satisfaction of the Union, the Union may within ten (10) days of such decision initiate Step 3 of this procedure.

Step 3. Further review of such grievance shall be made by presenting in writing such grievance to the First Selectman. Said writing shall include the reasons why the Union is dissatisfied with the written decision of the Board of Fire Commissioners. Review of the grievance by the First Selectman shall be limited, where possible, to those issues identified by the Union as forming a basis for their dissatisfaction with the written decision of the Board of Fire Commissioners. Within ten (10) days after the First Selectman receives such grievance, he shall arrange to and meet with representatives of the Union for the purpose of adjusting and resolving such grievance. The First Selectman shall render a decision in writing concerning such grievance within seven (7) days of such meeting. Said writing shall set forth a rationale for the decision based upon the First Selectman's meeting with the representatives of the Union. If such grievance is not resolved to the satisfaction of the Union, the Union may within ten (10) days of such decision initiate Step 4 of this procedure.

Step 4. Step 4 of this procedure shall be initiated by the Union by submitting the dispute, in writing, to arbitration before the Connecticut State Board of Mediation and Arbitration. The Arbitrator shall derive his authority from the Agreement and shall be without power or authority to add to, subtract from, disregard, or in any way whatsoever modify the provisions of this Agreement. The written decision of the Arbitrator, including his findings of fact, reasoning and conclusions on the issue(s) submitted shall be final and binding on all parties, subject to law.

Section 2. No permanent employee may be removed, dismissed, discharged, suspended or reduced in rank except for just cause. If such an employee is so disciplined and the Union believes that such action was taken without just cause, the Union, within three (3) days (excluding Saturdays and Sundays) of the date on which such employee is notified of such disciplinary action, may submit a grievance through the procedure set forth in Section 1 of this Article, provided, however, that the Union may initiate such grievance at Step 2 if the Chief is a party to such grievance. In the event that the grievance concerning disciplinary action is submitted to arbitration, the Board of Mediation and Arbitration shall have the power to uphold the disciplinary action or to rescind or modify such action and such power shall include, but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay.

Section 3. Failure to process a grievance within the time limits established in Section 1 and 2 of this Article presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. The above set forth time limits may be extended by mutual written agreement of the parties

involved. At each and every step of the grievance procedure the Union and/or the grievant shall send a copy of the grievance to the First Selectman by hand delivery. All time limits established by this Article which are binding upon the Town shall be measured from the date the First Selectman received his copy of the grievance.

Section 4. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself in all steps of this grievance procedure.

ARTICLE V PROBATION

Section 1. To enable the Board of Fire Commissioners to exercise sound discretion in the filling of positions within the Fire Department, no appointment, employment, or promotion in any position in the Fire Department shall be deemed final and permanent until after the expiration of a period of six (6) months' probationary services, which shall begin on the date of appointment except as provided in Section 3 of this Article. During the probationary period of any employee, the Board of Fire Commissioners may terminate the employment of a probationary firefighter and/or may reduce any promoted employee to his former rank, if during this period upon observation and consideration of his performance of duty, they shall deem him unfit for such employment.

Section 2. Each new employee hired after July 1, 2006, as a condition of employment, must complete all of the requirements for and become State of Connecticut certified as a Firefighter I, Motor Pump Operator and Emergency Medical Technician and shall have a valid Connecticut CDL or Class II License with a Q endorsement prior to completion of his probationary period. If the new employee fails to become so certified during the probationary period, he or she may, in the discretion of the department, be granted an extended probationary period of up to six (6) months for the purpose of gaining such certifications. Nothing contained in this Section shall be deemed to limit in any manner whatsoever the right of the Board of Fire Commissioners to terminate at its discretion the employment of a probationary firefighter.

Section 3. In the event that a temporary firefighter is hired as a probationary firefighter and successfully completes his probationary period, then such firefighter's seniority shall be measured from the date of the start of his temporary employment which immediately preceded without break in service his hiring as a probationary firefighter.

Section 4. No action taken by the Board of Fire Commissioners during the probationary period to terminate the employment of a probationary firefighter shall be subject to the grievance procedure. No action taken by the Board of Fire Commissioners during the probationary period to reduce any promoted employee to his former rank shall be subject to the grievance procedure except to the extent that such action is illegal, arbitrary or an abuse of discretion.

Section 5. During the probationary period, the employee shall be entitled to up to twelve (12) hours sick leave with pay per month, provided the probationary period shall be extended by any sick leave taken.

Section 6. Firefighters hired on or after July 1, 2009, shall be required to attend and graduate from the Connecticut Fire Academy Recruit Program prior to expiration of the probationary period referenced in Section 1. This requirement shall not apply to a candidate who has graduated from the program within four (4) years of his date of hire and has been continuously engaged in firefighting since that date.

ARTICLE VI SENIORITY

Section 1. Seniority shall be by classification and shall consist of the length of accumulated service of each employee in his respective classification. For the purpose of this Article, classification shall mean and include the following:

Probationary Firefighter and Firefighter.

Section 2. An employee's length of service shall not be reduced by time lost due to sick or injury leave, any authorized leave of absence, or a temporary appointment to a higher classification. Should any employee resign, voluntarily quit, or be discharged and he is re-employed, his service prior to such resignation, quitting, or discharge shall not be considered in computing his seniority.

Section 3. In order for the Town of Easton to timely fill job vacancies, an employee who is contemplating retirement shall provide the Town of Easton with as much advance notice as possible. The employee, if possible, should inform the Town of Easton of such anticipated retirement six (6) months prior to the anticipated date of retirement.

Section 4. An employee who leaves the department for military service, not in excess of four (4) years, and who reports back to the department within ninety (90) days of the date of discharge, shall be reinstated as provided in the Uniformed Services Employment/Re-employment Rights Act, and such employees shall receive full credit for the length of the military service.

ARTICLE VII PAID HOLIDAYS

Section 1. In addition to the employee's regular compensation, each employee who works on a legal holiday on a day during which he is regularly assigned to perform such work, shall receive holiday pay for each such holiday. Holiday pay for each such holiday worked shall be computed by multiplying each employee's regular hourly rate by twenty-four (24) hours.

Section 2. In addition to the employee's regular compensation, each employee whose normal day off falls on a legal holiday, or who is on vacation, special leave, injury leave, or sick leave, when a legal holiday occurs, shall receive holiday pay for each such holiday. Holiday pay for each such holiday shall be computed by multiplying each employee's regular hourly rate by twelve (12) hours.

Section 3. For the purpose of this Article, the following days shall be considered as legal holidays: New Year's Day, Martin Luther King's birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, first full working day before Christmas Day, Christmas Day.

ARTICLE VIII VACATIONS

Section 1. In each fiscal year, each permanent employee in the bargaining unit who has completed six (6) months but less than one (1) year of service with the Town of Easton Fire Department shall be granted three (3) shifts of vacation with pay. In each fiscal year, each permanent employee in the bargaining unit who has completed one (1) year but less than ten (10) years of service with the Town of Easton Fire Department shall be granted seven (7) shifts of vacation with pay. In each fiscal year, each employee who has completed ten (10) years but less than fifteen (15) years of service shall be granted nine (9) shifts of vacation with pay. In each fiscal year each employee who has completed fifteen (15) years of service but less than twenty (20) years shall be granted ten (10) shifts of vacation with pay.

In each fiscal year each employee who has completed twenty (20) years of service or more shall be granted twelve (12) shifts of vacation with pay.

Notwithstanding the above, each permanent employee in the bargaining unit hired after July 1, 2013 who has completed six (6) months but less than one (1) year of service with the Town of Easton Fire Department shall be granted three (3) shifts of vacation with pay.

In each fiscal year, each permanent employee in the bargaining unit who has completed one (1) year but less than two (2) years of service with the Town of Easton Fire Department shall be granted three (3) shifts of vacation with pay. In each fiscal year, each employee who has completed two (2) years but less than three (3) years of service shall be granted four (4) shifts of vacation with pay. In each fiscal year each employee who has completed three (3) years of service but less than four (4) years shall be granted five (5) shifts of vacation with pay. In each fiscal year each employee who has completed four (4) years of service but less than five (5) years shall be granted (6) shifts of vacation with pay. In each fiscal year each employee who has completed five (5) years of service but less than fifteen (15) years shall be granted seven (7) shifts of vacation with pay. In each fiscal year each employee who has completed fifteen (15) years of service but less than twenty-three (23) years of service shall be nine (9) shifts of vacation with pay. In each fiscal year each employee who has completed twenty-three (23) years of service or more shall be granted ten (10) shifts of vacation with pay.

Section 2. No more than two (2) employees may take vacation over the same period. Any conflict over vacation selection shall be determined by giving preference based on seniority as defined in Article VI.

Section 3. Vacation must be taken during the fiscal year in which the employee becomes entitled to the vacation. Pay in lieu of vacation will not be permitted, except when unavoidable circumstances due to sickness, accident, or other approved leave, creates a situation under which an employee is unable to take his vacation during such fiscal year.

Section 4. If an employee dies while still employed by the Town, the Town shall pay to his widow or, if she is deceased, to his estate his unexpended vacation pay. Said sum shall be determined by computing the number of vacation days due him for such fiscal year and by subtracting there from the number of vacation shifts expended. The payment due for each such day of unexpended vacation leave for each deceased employee shall be computed by multiplying his hourly rate by twenty-four (24) hours.

ARTICLE IX
SICK LEAVE

Section 1. Each employee shall be entitled to twelve (12) hours of sick leave with pay, for each month or fraction thereof of service with the Fire Department.

Section 2. Unused sick leave shall be cumulative for each employee. Such accumulation is unlimited for an employee who was in the employ of the Town as of April 1, 2004. With respect to an employee hired after July 1, 2006, shall only be cumulative to 1,250 hours. Unused sick leave shall be disposed of only as provided for in other sections of this Article.

Section 3. In the event of the death of an employee who was in the employ of the Town as of April 1, 2004 and who is entitled to accumulated sick leave, such employee's surviving spouse, or if not survived by a spouse, his estate, shall receive one day's pay for each day of accumulated sick leave said employee has to his credit at the time of such death. In the case of an employee hired after July 1, 2006, the employee's designated beneficiary or if none, his estate shall receive 50% of his accumulated sick leave not to exceed 250 hours. Such pay shall be computed in the same manner as provided for in the case of holiday pay under Article VII, Section 1. In the Town's discretion, this liability may be funded in whole or in part by insurance on the employee's life.

Section 4. It will be necessary for the employee, his immediate family, or physician to notify the Chief on the first day of such sick leave and each succeeding day, up to one week, thereafter the Chief shall be notified prior to the first work day of each week, of such leave.

Section 5. Sick leave will be charged against the employee at the rate of 24 hours for each full shift absent from duty. Employees who work part of a shift and are absent due to illness or non-work-related injury for part of that shift shall only be charged for the hours of work actually missed.

Section 6. The Chief may request medical evidence of disability following the third day of any such leave, by a physician chosen by the Chief and at the expense of the Town. The evidence need only state that the employee was unfit for duty for the period of absence and that the employee is fit for duty as of the date of the report.

Section 7. With respect to an employee who was in the employ of the Town as of April 1, 2004, sick leave accumulated but unused by the employee as of the date of his retirement shall be paid to the employee computed on the basis of his then hourly rate of pay, but not to exceed 1,000 hours and for an employee hired after July 1, 2006, payment shall be for 50% of the unused, accumulated sick leave but not to exceed 250 hours.

ARTICLE X INJURY LEAVE

Section 1. Each employee who is injured or disabled in the performance of his duties shall be entitled to occupational disability leave with full base pay following completion of the waiting period, defined below, until such time as he is able to return to any duty or reaches the point of maximum recovery or a period of not more than twelve (12) weeks, whichever comes first.

The waiting period prior to commencement of the occupational disability leave shall be a period equal in time to when the employee would have worked his third shift after the date of injury or disability (i.e. the employee must be unable to return for his next two (2) shifts as well as the off-days until the start of his third shift following the date of injury).

If such employee remains unable to return to duty beyond the waiting period and the twelve (12) week occupational disability leave period, but has not reached the point of maximum recovery, he may substitute accrued sick leave to achieve full base pay.

If such employee reaches the point of maximum recovery but is unable to return to any duty, and if time lost in such injury is less than the amount of leave to which such employee would be entitled under sick leave, he shall be placed on sick leave until sick leave is exhausted or he is able to return to duty, whichever comes first.

An employee who suffers a "catastrophic injury" in the performance of his duties prior to completing five (5) years of service with the Town Fire Department may, after substituting all accrued sick leave, substitute accrued vacation leave to achieve full base pay. Thereafter, if the employee remains unable to return to duty and has not reached the point of maximum recovery, he may substitute accrued vacation time donated to him by other firefighters.

For the purposes of this provision, a catastrophic injury shall be defined as an injury or disability that is unusually severe and potentially career ending.

In order to be entitled to injury leave, such employee must report such injury or disability to his superior as soon as he becomes aware that such injury or disability was suffered in the line of duty, and further provided that he reports the same within one year of the date of injury or disability, and further provided that he establish proper evidence and/or witnesses that such injury or disability was suffered in the performance of his duties. (Upon receiving a report that an employee has been injured or disabled in the performance of his duties, the superior shall make an appropriate entry in the company records.) The Town shall have the right to require examination by an impartial physician. All sums received by an employee from the Town's Worker's Compensation Insurance carrier during the period the employee is receiving occupational disability leave pay from the Town shall be paid over by the employee to the Town.

Section 2. Disability Pay shall be calculated as follows:

- a. "FULL BASE PAY" for each pay period shall be calculated by dividing the annual compensation to which an employee is entitled by 26.
- b. The Town of Easton shall estimate the amount of "WORKER'S COMPENSATION BENEFIT" to which an employee is entitled by using the appropriate Worker's Compensation schedule.
- c. All Federal and state withholding amounts shall be calculated and withheld on the difference between "FULL BASE PAY" and the estimated "WORKER'S COMPENSATION BENEFIT".
- d. Each injured employee shall receive from the Town of Easton each pay period an amount equal to "FULL BASE PAY" minus all Federal and state withholding withheld in accordance with Subsection c, above.
- e. When the Worker's Compensation Commission has established the appropriate actual "WORKER'S COMPENSATION BENEFIT", the Town of Easton shall calculate the correct amount of withholding which shall be deducted in the next pay period. The Town of Easton shall notify the employee in writing of the correct amount.

f. At the end of the calendar year in which an employee receives compensation while on injury leave, the Town of Easton shall issue to each such employee a letter stating the date of injury, the duration of the injury, the amount of "FULL BASE PAY" received during the period of disability, the amount of "WORKER'S COMPENSATION BENEFIT" received during the period of disability, and the amount of Federal and state withholding withheld during the period of disability.

ARTICLE XI FUNERAL LEAVE

Section 1. Each employee shall be granted up to a two (2) shift leave with pay in the event of a death in his immediate family. Such leave shall start as of the day of death. Immediate family is defined as wife, mother, father, sons, daughters, mother-in-law, father-in-law, brothers, sisters, aunts, uncles, grandmothers, grandfathers, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and relatives customarily living in the employee's immediate household. An employee may apply to the First Selectman for a third shift of leave with pay where special circumstances exist. The First Selectman's decision shall not be arbitrary or unreasonable.

Section 2. Funeral leave with pay due to death of a relative outside of the immediate family shall be limited to one (1) shift, such shift to be on the date of the funeral or, in cases where a wake is held on the day before the funeral, such shift to be on the day of the wake.

ARTICLE XII LEAVE OF ABSENCE WITHOUT PAY

Any employee requesting a leave of absence without pay may be granted the same at the discretion of the Board of Fire Commissioners through the Chief upon reasonable cause being shown. Such leave shall not exceed thirty (30) working days. During such leave of absence, hospital and life insurance benefits for the employee and dependents will remain in effect, provided the employee pays in advance the necessary premiums. Upon expiration of an approved leave of absence, the employee will be reinstated in the position held at the time of such leave. An employee on a leave of absence will forfeit one twelfth (1/12) rounded off to the nearest full day of vacation leave and sick leave otherwise due him for each full month of absence. Such forfeiture shall take place in the fiscal year following such leave of absence without pay. Failure to report to duty on the termination of said leave may be grounds for dismissal or other disciplinary action.

ARTICLE XIII
SPECIAL LEAVE

Each employee shall be entitled to switch work days with another employee provided:

- (a) Such substitution does not impose any additional cost to the Town.
- (b) Such substitution is within classification only.
- (c) Such substitution does not entail overtime payment under the Fair Labor Standards Act, if applicable.
- (d) The Chief receives the request on an appropriate form not less than one (1) day prior to its becoming effective, except in the case of an emergency. In the event the employee is off duty, such written request may be made by telephone to the officer in charge.
- (e) Neither the Department nor the Town is held responsible for enforcing any agreement made between employees.

ARTICLE XIV
PERSONAL LEAVE DAYS

Employees may be granted personal leave days with pay at the discretion of the Chief. An employee desiring to take a personal leave day off shall notify the Chief, giving the reason for the personal day, at least one (1) week in advance unless an emergency exists. In the event the Chief is not available, the First Selectman may grant the personal leave day with pay.

ARTICLE XV
JURY LEAVE

Employees who shall be absent from work for jury duty shall remain on their normal salary. Employees called to court on matters of official fire department business shall remain on their normal salary, unless off-duty, in which event they shall be paid under the overtime provisions of this contract. Any reimbursement to the employee, excluding travel expenses or other reimbursements of incurred expenses, from the court shall be turned over to the town.

ARTICLE XVI
WORK WEEK

Section 1. The work week for all employees in the bargaining unit shall be an average of forty-two (42) hours computed over a fiscal year. The work schedule shall consist of one (1) day of twenty-four (24) hours, followed by three (3) days of seventy-two (72) hours off-duty.

Section 2. All hours worked in excess of the above mentioned work week by such employees shall be compensated as overtime in accordance with Article XIX.

ARTICLE XVII
PROTECTIVE CLOTHING AND CLOTHING ALLOWANCE

Section 1. The Town shall provide protective clothing (Turn-Out-Gear) and station work uniforms for each employee. Such protective clothing and work uniforms shall be equal to or better than the current Department specification as agreed to by the Chief and the employees. The specification shall meet the current requirements of N.F.P.A. standard 1500 and any additional standards as prescribed by the N.F.P.A. and O.S.H.A. Where there is a difference in requirements, the more severe standard shall apply. The following protective clothing shall be provided:

1. Helmet with earflaps and face shield, two (2) each.
2. Protective hood, two (2) each
3. Turn-Out-Coat with vapor barrier and liners, two (2) each
4. Turn-Out-Pants with vapor barrier, liners, and suspenders, two (2) each
5. Bunker boots, two (2) pair
6. Protective gloves, two (2) pair
7. S.C.B.A. face mask and regulator, Spectacle attachment for those employees requiring same, one (1) each.

Section 2. Upon requisition of each employee, the Town shall purchase station work uniforms provided that such expenditure shall not exceed seven hundred fifty dollars (\$750.00) in any fiscal year: In addition to the above benefit, each new employee, upon employment, shall be given an initial allotment of two (2) station work uniforms, twelve (12) t-shirts, and one (1) pair of shoes (OSHA approved).

Section 3. Any employee who regularly wears prescription eye glasses and who damages or breaks them while on duty shall be entitled to reimbursement from the Town for the reasonable repairing or replacement of those glasses. To be eligible for said reimbursement, the glasses must be shown to the Chief prior to the end of the shift during which they were broken or damaged.

ARTICLE XVIII
INSURANCE

Section 1. The Town of Easton shall provide and pay current insurances for all employees, their spouses and children in accordance with section 6.

Section 2. The Town shall provide and pay for the following dental plan for the employee only: CIGNA at the individual annual cost in effect.(Detailed information can be found at www.mycigna.com) From time to time, the employee may obtain additional coverage for the employee's spouse and children at the employee's cost if permitted by the carrier.

Section 3. The Town shall provide and pay for a life insurance policy of \$100,000.00 for each employee in the bargaining unit that will include a double indemnity clause.

Section 4. In the event the Town desires to change insurance carriers, Connecticut Partnership Plan 2.0, ([Detailed information can be found at www.osc.ct.gov/ctpartner/](http://www.osc.ct.gov/ctpartner/)) coverages and benefits shall be substantially equal to or better than present coverages or benefits. In the event of a desired change, the Town shall provide the Union with not less than sixty (60) days' notice during which period the Union may request negotiations including, if necessary, arbitration over the proposed change, and no change shall be implemented until the conclusion of such negotiations. Notwithstanding the requirements of notice and negotiations, in the event of any emergency (i.e., cancellation or refusal to renew coverage by the carrier), the Town shall use its best efforts to obtain alternate coverage substantially equal to or better than present coverage and shall implement such coverage, but the Union shall have the right to grieve any reduction in benefits.

Section 5. The Town may offer the employees additional coverage or alternate coverage for all or part of the insurance provided. If the Town desires to offer such additional or alternate coverage, the Town shall give the Union sixty (60) days advance notice of its intent to offer such additional or alternate coverage together with a summary plan description of such insurance.

Section 6.

Upon issuance of an award in 2018-MBA-220, July 1, 2017 or as soon as practical (but no later than July 1, 2019) and through June 30, 2020, the duration of the contract, the following health insurance plan shall be applicable to members of this bargaining unit: Connecticut Partnership Plan 2.0.

For years 2017-2018: the employee contribution towards the cost of insurance shall be 5%.

For years 2018-2019: the employee contribution towards the cost of insurance shall be 7%.

For years 2019-2020: the employee contribution towards the cost of insurance shall be 10%.

Section 7. The Town of Easton shall make available the abovementioned life and medical insurances to any retiree of the Easton Fire Department provided such coverage is available from the carrier then in use by the Town of Easton. Such insurance shall be at the retiree's own expense. The Town of Easton shall make all reasonable efforts to provide the lowest possible insurance premium rate possible to the retiree.

Section 8. The Town shall provide a Section 125 Plan for the payment of any insurance contribution by the employee.

Section 9. Employees may, annually during the open enrollment period, waive their right to receive the insurance coverages provided for in Sections 1 and 2 in which event they shall receive the following annual payment: \$1,000 for single coverage, \$2,000 for two-person coverage, \$3,000 for family coverage.

ARTICLE XIX OVERTIME

Section 1. Overtime shall be paid in accordance with the Fair Labor Standards Act. Time and one half shall only be paid after the employee has actually worked 212 hours during a 28-day period, i.e. paid time off shall not be counted towards the 212 hours provided however, Union business leave pursuant to Article XXI, Section 4, and time off when an employee is relieved from duty pursuant to Article XXII, Section 6, shall be considered time "actually worked" for purposes of this Section.

Section 2. The provisions of this Article shall not apply to any employee working pursuant to the provisions of Article XIII, above.

Section 3. Whenever an employee works overtime he shall be paid for such overtime in the pay period immediately following the period in which the overtime was worked.

Section 4. Employees who work shifts in place of probationary employees who are absent due to their attendance at the Connecticut Fire Academy Recruit Program or in place of probationary or non-probationary employees who are ordered by the Chief to attend training sessions required by the Town shall be paid overtime in accordance with Section 1 above.

ARTICLE XX UNION ACTIVITY PROTECTED

In accordance with Public Act 491 of 1967 Statutes of the State of Connecticut, except for the right to strike, which is hereby prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to present the views of the Union to the citizens of issues which affect the welfare of its members.

ARTICLE XXI MISCELLANEOUS

Section 1. It shall be part of this Agreement that no employee shall be required to perform any duty which is unrelated to firefighting, fire prevention, communication for the safety of the public, or care and maintenance of firefighting equipment and apparatus or normal care to maintain the quarters in which they are employed in a clean and sanitary manner.

Section 2. The Town shall present to the Union and each employee at least one (1) copy of all of the following: Orders, Rules, Regulations, Duties, and Operating Procedures; said copies are to be typewritten and signed by the issuing authority.

Section 3. The above Section 2 in no way limits the Town from creating new rules, or amending, suspending, abridging existing rules, except that all changed existing rules, or new rules that might deal with wages, hours, and conditions of employment shall be matters of negotiation under the provisions of the Municipal Employee's Relation Act.

Section 4. The Town shall grant Union business leave from duty, with full pay to one (1) employee, designated by the Union as Union Steward, for the purpose of negotiations, grievance and other meetings called by the Town. When any such leave is granted, which necessitates working another employee overtime, the overtime procedure to be followed is in accordance with Article XIX of the Contract.

Section 5. Each firefighter employed by the Town must, as a condition of employment, be and remain certified as Firefighter I, motor pump operator, emergency medical technician, and shall have a valid Connecticut CDL or Class II License with a Q endorsement.

Section 6. Firefighters employed by the Town will be offered the opportunity to attend up to 36 hours of paid training per year, as well as any additional training as mandated by the Fire Chief.

ARTICLE XXII HEALTH AND SAFETY OF EMPLOYEES

Section 1. No more than once a year at the request of the Chief each employee must have a physical examination by a physician of the Town's choice. The Town shall pay the cost of this examination and report; provided payment for the examination or reimbursement to the Town, if it has made payment, shall be made from any health insurance provided by the Town to the extent available. The Employee shall cooperate in processing any such payments or reimbursements. An employee shall not be compensated for time spent at the annual physical examination.

Section 2. Each employee in each fiscal year shall be given a complete eye examination by an ophthalmologist approved by the Town. The Town shall pay the cost of the eye examination. An employee shall not be compensated for time spent at the annual eye examination.

Section 3. Each employee in each fiscal year shall be given a complete hearing examination by an audiologist approved by the Town. The Town shall pay the cost of the hearing examination; provided payment for the examination or reimbursement to the Town, if it has made payment, shall be made from any health insurance provided by the Town to the extent available. The Employee shall cooperate in processing any such payments or reimbursements. An employee shall not be compensated for time spent at the annual hearing examination.

Section 4. If, as the result of a Town requirement for any examination, including any hazmat physical, costs are incurred which are not covered by insurance, the Town shall pay for such costs of such examination.

Section 5. Any report to the Town need only confirm fitness for duty.

Section 6. If the Chief of the Fire Department determines that an employee is unable to perform his duties, due to the length of the shift, coupled with any heavy workload, he shall have the authority to relieve such employee from duty. If such employee is relieved from duty, another bargaining unit employee shall assume his duties for the remainder of that shift.

Section 7. Appendix A is part of this Contract.

Section 8. The Town shall offer vaccination against Hepatitis B and subsequent Hepatitis B Titer to all employees at no personal expense to the employee. The vaccinations may be provided by the Town or at the discretion of the Town by a private physician in which case the employee shall cooperate in the use of medical insurance which is provided by the Town.

Section 9. An employee selected by the Union shall serve on the Town Safety Committee.

ARTICLE XXIII WAGES

Section 1. All wages shall be annual rates as set forth in Appendix B. The wage increase for 2017-2018 and 2018-2019 shall be applied retroactively.

Section 2. Employees who receive any of the following certifications from the State of Connecticut, shall be paid \$300.00, annually for each such certification.

FIREFIGHTER II

FIRE SERVICE INSTRUCTOR I

HAZARDOUS MATERIALS TECHNICIAN

FIRE OFFICER I

FIRE SAFETY OFFICER

Employees hired prior to July 1, 1995 who have received State of Connecticut certification for FIRE FIGHTER III and/or HAZARDOUS MATERIALS OPERATIONAL shall continue to receive compensation in the above amount. Employees hired prior to July 1, 2006 who have received Connecticut certification as motor pump operator, shall continue to receive compensation in the above amount.

Section 3. Payment for certification(s) is to be made annually on the first pay in March. Payment is to be in one lump-sum.

Section 4. For certification(s) received after February 1st of any year but prior to the end of the fiscal year (30 June), payment shall be made on the second pay day following receipt of documentation.

Section 5. The Town shall have at least two hazardous materials technicians so as to enable it to participate in the Mid-Fairfield County Hazardous Materials Response Program ("Mid-County Program"). Employees who make a commitment to participate in the Mid-County Program shall be paid for training course time and tuition. If an employee shall not successfully pass the course, the employee must retake the course once on his own time and the Town will pay tuition. Course tuition will be paid in advance. Employees will be compensated for training course time in accordance with appropriate pay schedules including overtime. Payments for certification shall be made in accordance with Section 2 of this Article. Employees who commit to being hazardous materials technicians shall also commit to maintaining membership in the Mid-County Program organization including attendance at least the minimum number of meetings and responding as necessary to incidents. The Town shall pay for response to incidents but may seek reimbursement from those responsible for the incident. The Town shall pay employees at the appropriate hourly rate for attendance at Mid-County Program organizational and training meetings and such other Mid-County Program meetings as may be authorized by the Chief. If there are not sufficient employees interested in the program, the Chief may open the program to volunteer firefighters on such terms and conditions as he shall determine, but which terms and conditions shall not be more favorable than offered the paid employees. In the event that there are not a sufficient number of employees and volunteers available to allow membership in the Mid-County Response Program, then the program shall not take place. A written indication of the employee's commitment shall be required. All current employees are eligible to participate in this program. Employees hired on or after July 1, 1999 are eligible to participate, but such employees must pass the course to receive payment for training course time, must indicate a willingness to serve and must be approved by the Chief. The

Town shall provide and pay for any physical examination required to participate in the program, but may coordinate such examination with any other examination required under this Agreement.

ARTICLE XXIV
LONGEVITY

In each fiscal year, employees hired prior to July 1, 2006 shall earn the following longevity steps:

Firefighters with five (5) years of service	(\$300.00)
Firefighters with ten (10) years of service	(\$600.00)
Firefighters with fifteen (15) years of service	(\$900.00)
Firefighters with twenty (20) years of service	(\$1,200.00)
Firefighters with twenty-five (25) years of service	(\$1,500.00)
Firefighters with thirty (30) years of service	(\$1,900.00)

In each fiscal year, employees hired after July 1, 2006 shall earn the following longevity steps:

Firefighters with ten (10) years of service	(\$300.00)
Firefighters with fifteen (15) years of service	(\$500.00)
Firefighters with twenty (20) years of service	(\$1,000.00)
Firefighters with twenty-five (25) years of service	(\$1,500.00)
Firefighters with thirty (30) years of service	(\$1,900.00)

Said longevity to be a lump-sum payment for the year, payable the first pay period of December. Any employee not actively engaged in the course of his employment pursuant to the provisions of Article X above shall be paid his longevity.

Firefighters hired after July 1, 2015 will not receive longevity payments.

ARTICLE XXV
SAVINGS CLAUSE

Section 1. Except as otherwise specifically provided in this Agreement, the Town reserves all rights of management, whether by statute or otherwise, to direct and control the operation of the Town facilities and the Town employees, including, but not limited to, the right to: determine the standards of services to be offered by Town employees; to determine the standards of selection for Town employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which the Town's operations are to be conducted; to exercise complete control and discretion over its organization and technology of performing its work; subject to bargaining, as may be required under the Municipal Employees Labor Relations Act, to issue rules, policies and regulations, including those effecting working conditions; from time to time to change those rules, policies and regulations and enforce them; to determine work schedules; and to determine the content of job descriptions; and to fulfill all of its legal responsibilities.

Section 2. All rights, privileges, and job benefits enjoyed by employees prior to the effective date of this contract which are not specifically provided for or abridged in this contract are hereby protected by this contract.

ARTICLE XXVI
MANPOWER

Section 1. In order to protect the health and safety of the employees in the bargaining unit, no less than two (2) employees shall be on duty at all times. In the event that the manpower shall for any reason fall below the minimum requirements provided for in Section 1 of this Article, such shortage shall be filled with Mandatory Overtime.

ARTICLE XXVII
FIRE WATCH DUTY

Section 1. Whenever any person or organization is required or shall seek the services of a firefighter for "Fire Watch Duty", such work shall be assigned by the Chief of the Department to the off duty employees in the bargaining unit and the assignments shall be rotated among such employees on an

equitable basis. If there are no employees in the bargaining unit available for this Fire Watch, the Town may assign persons outside the bargaining unit.

Section 2. The rate of pay for any such duty shall be at the overtime hourly rate for a minimum of four (4) hours.

Section 3. All payments for any such Fire Watch Duty shall be made through the Town payroll department. Payment will be received by the employees on the regularly scheduled payroll periods. All monies received for Fire Watch Duty will be subject to tax deduction.

ARTICLE XXVIII DURATION

The duration of this contract shall extend through June 30, 2020. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than 180 days nor less than 150 days prior to the expiration date. Within ten (10) days of receipt of such notification by either party a conference shall be held between the Town and the Union Negotiating Committee for the purpose of discussing such amendment, modification or termination. Nothing in this Agreement shall be applied retroactively unless otherwise provided.

ARTICLE XXIX PENSIONS

The Fire Department employees are covered by the State of Connecticut Municipal Employees Retirement System (MERS) and both parties to this contract agree to pay, as required, all funds necessary to maintain membership in this system. Employees are covered under the State MERS Plan and are no longer covered under the Town Pension Plan.

Consistent with Connecticut General Statute Section 7-430, the mandatory retirement age for Town of Easton fire fighters shall be sixty-seven (67) years of age.

ARTICLE XXX SALARY PROGRESSION

Upon the anniversary date when an employee completes the required amount of service, as provided herein, such employee shall be advanced to the next higher step in the salary range in his classification.

Any employee with less than one (1) year of service in his classification shall be paid at the Probationary Step of the salary range in his classification; provided, however, a probationary firefighter who has graduated from the Academy and has obtained all certifications required in Article XXI, Section 5, shall be advanced to Step 1. Any employee who has completed one (1) year but less than two (2) years of service in his classification shall be paid at Step 1 of the salary range in his classification. Any employee who has completed two (2) years but less than three (3) years of service in his classification shall be paid at Step 2 of the salary range in his classification. Any employee who has completed three (3) years but less than four (4) years of service in his classification shall be paid at Step 3 of the salary range in his classification. Any employee who has completed four (4) year but less than five (5) years of service in his classification shall be paid at Step 4 of the salary range in his classification. Any employee who has completed five (5) or more years of service in his classification shall be paid at Step 5 of the salary range in his classification.

ARTICLE XXXI
EMERGENCY MEDICAL TECHNICIAN

Section 1. As a condition of employment, each employee must complete all of the requirements for and become and maintain his certification as a State of Connecticut Emergency Medical Technician (E. M. T. Certification). Failure to maintain EMT Certification is grounds for disciplinary action including suspension and/or termination.

Section 2. Each employee who earns an E. M. T. Certification or other mandatory certification which by its nature requires periodic re-certification, examination or retraining, shall become so re-certified or trained, the cost of which shall be borne by the Town. Costs to be covered shall be:

Round trip mileage from Fire Headquarters (PROVIDING A FIRE DEPARTMENT VEHICLE IS NOT AVAILABLE).

Tuition, text(s) and materials.

Overtime pay for each hour of classroom time.

Section 3. Once certified by the State, the Easton Fire Department will respond, as supplemental first responders, when dispatched to medical emergencies in the Town of Easton. Members of the Easton Fire Department shall use their EMT skills to provide basic life support. It is understood that within

sixty (60) days the Parties shall develop, along with the EMS and Police Departments, a protocol, concerning the roles and responsibilities of the various first responders. Failing an agreement, the Parties agree to submit to mediation.

ARTICLE XXXII
CALL BACK

Section 1. Career firefighters may respond, when off duty and at their discretion to the first alarm dispatched Emergency calls but not to Non-Emergency calls between 06:00 and 18:00 (except as outlined in part b. and c. below). Career firefighter's responses between 18:00 and 06:00 will be limited to second dispatches only (as outlined in part b. below) and will be compensated in accordance with the following schedule:

- a.) Emergency calls are defined as: Fires, motor vehicle collisions with injuries and/or extrication, smoke in structures, Haz-Mat incidents, EMS assistance, daytime carbon monoxide calls (06:00-18:00) and storm condition calls. Non-emergency calls are defined as: automatic alarms, open burning complaints, lockouts, pump outs unknown odors, wires down, minor fluid spills and any other public service calls.
- b.) Any second dispatch of emergency or non-emergency calls requesting additional manpower or equipment to respond.
- c.) Storm condition calls are defined as those calls which occur when poor weather conditions result in multiple and/or simultaneous calls. Career Firefighters responding to emergency calls, second dispatched calls and storm condition calls will be compensated for a minimum of two (2) hours or the actual time from the initial alarm to the time the engine is back in service, whichever is greater. Career Firefighters will respond to either the scene or Fire Headquarters as the call requires or as directed by the Chief.
- d.) Engines will be considered back in service when they return to Fire Headquarters and are properly restored to answer the next alarm.

Section 2. Compensation provided for in this Article shall be calculated at the overtime rate as specified in Article XIX of this Contract. Response to calls as provided for in this Article shall be at the discretion of the career firefighter, and such response is not a condition of employment. If the response

of career firefighters is specifically requested by the Chief, an Assistant Chief or a Commissioner, each responding career firefighter shall be paid a minimum of four (4) hours overtime or the actual hours from time of response to the time the engines are back in service.

ARTICLE XXXIII
TUITION REIMBURSEMENT


The Town shall reimburse firefighters for books, lab fees, and tuition and other required costs for credit courses taken in fire science or public administration courses leading to degrees in fire science or public administration from an accredited college or university. Reimbursement shall be based on receipts. Reimbursement shall not be required unless (1) the firefighter shall have obtained a grade of C or better, and (2) the course was pre-approved by meeting the qualification requirements of the Chief.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of March (month) in the year 2019.

Witnessed:

The TOWN OF EASTON, CT.



By 
Adam W. Dunsby
First Selectman

LOCAL 1426, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO-CLC



By 

APPENDIX A

WHEREAS, the Town of Easton (the "Town") and Local 1426, I.A.F.F. (the "Union") recognize that the illegal use and abuse of drugs has become a serious problem in our society and in all professional fields, and

WHEREAS, the illegal use and abuse of drugs can adversely affect the performance of firefighters and threaten their image and public confidence and safety, and

WHEREAS, the Town and the Union have agreed that the illegal use and abuse of drugs is inconsistent with the effective performance of a firefighter;

NOW THEREFORE, in order to assure the highest level of service to the people of Easton, to protect brother and sister firefighters, and to help individual firefighters with the problems with which they may need assistance the Town and the Union agree to the following:

INFORMING THE EMPLOYEES OF DRUG TESTING AND FAMILY ASSISTANCE PROGRAM. By virtue of this Appendix, all employees have been fully informed of all of the details of this agreement before any testing is administered. Employees will be provided with information concerning the impact of the use and abuse of drugs on job performance. In addition, the employer shall inform all employees of how the tests are conducted, how well the tests perform, when tests will be conducted, what tests can determine, the consequences of testing positive for drug use and abuse and the services offered under the Department's health insurance program and the penalties provided.

VOLUNTARY ASSISTANCE. Any employee who, at any time before a positive test result, comes forward voluntarily to seek treatment of a problem involving substance abuse, will be provided the appropriate counseling and medical assistance. No penalties of any kind will be imposed on such firefighter, and they shall be granted sick leave for the time of any in-patient or out-patient care as required in an approved program up to forty-five (45) days.

APPOINTMENT OF THE INDEPENDENT EXPERT. The Town and the Union shall jointly appoint an independent expert who shall be a person experienced in the field of drug abuse detection and treatment. The expert shall serve for the duration of the collective bargaining agreement unless the Town and the Union agree upon a replacement. Any fee of the expert shall be borne by the Town.

AUTHORIZATION FOR EMPLOYEE TESTING. No employee will be tested for substance abuse unless there exists probable cause to believe that the firefighter to be tested is under the influence of an illegal drug. For all purposes under this policy "probable cause" shall be defined as a belief based on observed specific, objective facts where the rational inference to be drawn under the circumstances is that the person is under the influence of drugs or alcohol. Random or mass testing is strictly prohibited. In the event that there is reasonable cause to believe that an employee is impaired on duty by the use of

an illegal substance, misuse of controlled substances or medications or alcohol, the employer and the Union shall request a meeting with said employee. No such meeting will take place without a written charge being filed beforehand. Said meeting will be held within twenty-four (24) hours of such written charges being filed. In order to be able to respond intelligently to any charges being filed, the employee shall be told, twenty-four (24) hours prior to such meeting. A copy of the written charges will be given to the employee along with a list of any evidence or relevant information which will be used against him or her, including a list of witnesses to be questioned.

If, after the initial hearing, anybody at the hearing believes probable cause still exists, a hearing shall be held before the Independent Expert. No hearsay or any other third party evidence shall be presented or be considered by the Expert. Only those who have direct knowledge of the situation and circumstances shall speak on the issue.

Immediately after hearing all of the evidence, information and witnesses, the Expert shall decide whether or not there exists probable cause to conclude that the employee was impaired on duty. If the Expert shall decide that such probable cause exists, he may order the employee to undergo the agreed upon substance abuse testing through the issuance of an Authorization for Testing.

CONFIDENTIALITY. Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violation of this confidence will subject the violator to the most severe disciplinary action. It is also realized that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action. Nothing herein shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against his or her accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process.

AUTHORIZED TESTING. Upon issuance of the Authorization or Testing by the Expert, the Department shall arrange for the employee to be tested at a medical facility or physician's office. All tests shall be administered by a testing facility to insure the following:

- (a) A confidential chain of custody.
- (b) An independent sample collection process.
- (c) Sterile containers.
- (d) The laboratory performing the test must be certified by the State in which it lies or by the Federal Government Health Authorities as a medical laboratory and shall meet the regional requirements for forensic laboratories.

(e) Test results should be supplied to both the expert and the employee charged as soon as they are available. (If possible within twenty-four (24) to forty-eight (48) hours).

(f) If any individual receives a positive test result, he or she may request an immediate retest or seek another independent test in a timely manner, at his or her own cost. Keverly Laboratories of Bloomfield, Connecticut shall be deemed an acceptable testing facility under this Agreement.

Sample collection shall be conducted in a manner which provides for the highest degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while supplying a urine sample. Instead, administrative procedures and biological testing of samples shall be conducted to prevent the submission of fraudulent samples for testing. If testing is positive, the sample shall be split in three parts and reserved for independent analysis.

Three methods for testing of samples shall be utilized including one performed by the Gas Chromatography-Mass Spectrometry (GC-MS) test.

There shall be medical evaluation of each test result conducted by a toxicologist or physician prior to release. Only confirmed results shall be reported to the employer. Unconfirmed, inconclusive and "weak-positive" reports shall never leave the laboratory.

If the test is found to be positive the employee may be tested up to a maximum of two (2) times within the six (6) weeks following the Expert's Authorization for Testing.

USE OF THE TEST RESULTS. If the employee is confirmed by testing to have a substance abuse problem, they shall be required to enroll in an approved residential rehabilitation program for the purpose of counseling, treatment and other appropriate actions as selected by the rehabilitation program for the purpose of helping the employee become drug free.

The employee shall be granted sick leave for the period of his or her treatment.

RIGHT OF APPEAL. Each employee has the right to challenge the results of the substance abuse testing in the same manner that they grieve any managerial action. Nothing herein shall allow the employee to refuse to enter treatment pending this appeal nor, if discipline is involved, shall prevent the Town from imposing such discipline pending this appeal. Arbitration shall be before a single arbitrator and shall be held within ten days of the filing of the grievance. No briefs may be filed and the arbitrator's award shall be rendered within twenty-four hours. The following arbitrators shall be acceptable to the parties: Thomas Staley, Martin Webber, Louis Pittocco or Susan Meredith.

DUTY ASSIGNMENT AFTER TREATMENT. Once an employee successfully completes rehabilitation, upon the approval of the counseling or treatment agency, the employee shall be returned to their regular duty assignment with no disciplinary action having been taken. Such employee may be

retested once within six (6) months of the end of their rehabilitation. After that period, a probable cause hearing shall be required, as is for any other employee.

If the same employee is found to test positive after a second test pursuant to this Agreement or a second probable cause hearing with the proper procedures, they will again be required to undergo residential treatment and/or counseling. Upon return to work after the second circumstances, said employee may be tested once every six (6) months for a period not to exceed two (2) years.

A third (3rd) positive test, within the guidelines of this Agreement, may be grounds for disciplinary action up to and including termination.

Once treatment and any follow up care is completed and no further incidents occur, at the end of a two (2) year period the records of treatment and positive substance abuse testing shall be retired to a closed medical file. The employee shall be given a fresh start with a clean administrative record.

UNION HELD HARMLESS. The Town shall be solely liable for any legal obligations and costs arising out of the provisions and/or applications of this collective bargaining agreement relating to substance abuse testing. The Union shall be held harmless for the violation of any worker's rights arising from the administration of the substance abuse testing program.

CONFLICT WITH OTHER LAWS. This agreement on substance abuse testing is in no way intended to supersede or waive an employee's federal or state constitutional rights.

APPENDIX B

2017-2018 (Each step for 2017/2018 has been increased by 2.3%)

Probation	50,904	\$23.31
1	54,270	\$24.85
2	58,972	\$27.00
3	63,601	\$29.12
4	68,301	\$31.27
5	73,002	\$33.43

2018-2019 (Each step for 2018/2019 has been increased by 2.3%)

Probation	52,075	\$23.84
1	55,518	\$25.42
2	60,328	\$27.62
3	65,064	\$29.79
4	69,872	\$31.99
5	74,681	\$34.19

2019/2020 (Each step for 2019/2020 has been increased by 2.3%)

Probation	53,273	\$24.39
1	56,795	\$26.01
2	61,716	\$28.26
3	66,560	\$30.48
4	71,479	\$32.73
5	76,399	\$34.98