

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF ESSEX

AND

ESSEX LOCAL 1303-285
OF COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO

July 1, 2021 to June 30, 2026

Table of Contents

ARTICLE I - RECOGNITION	3
ARTICLE II - UNION SECURITY AND PAYROLL DEDUCTION	3-4
ARTICLE III - SENIORITY	4-5
ARTICLE IV - PROMOTIONS AND VACANCIES	6
ARTICLE V - HOURS OF WORK AND OVERTIME	6-8
ARTICLE VI - CALL-IN PAY	8-9
ARTICLE VII - HOLIDAYS	9
ARTICLE VIII - WAGES	9-10
ARTICLE IX - INSURANCE & PENSION	10-12
ARTICLE X - LEAVE	12-14
ARTICLE XI - VACATIONS	14-15
ARTICLE XII - DISCIPLINARY ACTIONS	15-17
ARTICLE XIII – GRIEVANCE PROCEDURE	17-18
ARTICLE XIV – SAVINGS CLAUSE	18
ARTICLE XV – MANAGEMENT RIGHTS	18-19
ARTICLE XVI – UNIFORMS/CLOTHING AND CDL LICENSE	19
ARTICLE XVII – SUBSTANCE ABUSE & ALCOHOL MISUSE POLICY	19
ARTICLE XVIII – SAFETY	19-20
ARTICLE XIX – DURATION	20
APPENDIX A	21
APPENDIX B	22
APPENDIX C	23-24
APPENDIX D	25-40
APPENDIX D-1	41
APPENDIX D-2	42
APPENDIX D-3	42
APPENDIX D-4	42
ACKNOWLEDGEMENT	43
APPENDIX E	44

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF ESSEX

AND

ESSEX LOCAL 1303-285 OF COUNCIL 4 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO (Highway Department Employees)

This Agreement is entered into by and between the Town of Essex hereinafter referred to as the "Employer" and Local 1303-285 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

Section 1.0

The Town of Essex hereby recognized Local 1303-285 of Council 4, of the American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive bargaining agent for all Town of Essex Highway Department full-time employees excluding elected officials, clericals, and members of other unions, excluding the foreman and the Director of Public Works and seasonal help. Full-time employees shall be defined as employees who regularly work forty (40) hours per workweek.

Section 1.1

The Town and the Union agree not to discriminate against employees due to an employee's membership or non-membership in the Union. An alleged violation of this Section of the contract shall not be subject to the grievance and arbitration procedure set forth under Article XIII.

Section 1.2

This Agreement shall be subject to amendment by mutual agreement of the "Union" and "Employer." All agreements shall be in writing signed by both parties, the First Selectman in the case of the Town, and the Union President and the Staff Representative in the case of the Union.

ARTICLE II - UNION SECURITY AND PAYROLL DEDUCTION

Section 2.0

All employees in the bargaining unit may elect to become a member of the Union in good standing after the completion of a satisfactory probationary period.

Section 2.1

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Employer shall deduct from the employee's pay, during the second week in each month, such initiation fees and dues as the Union shall determine.

Section 2.2

The amount will be certified by a representative from AFSCME Council 4, AFL-CIO, in writing, and may be raised or lowered by the Union at any time upon notification by said officer to the Employer.

Section 2.3

Deduction as provided in 2.2 shall be remitted to the Council 4 office of the Union no later than fifteen (15) days after such deductions have been made along with a list of employees from whom the deductions have been made, indicating their address.

- A. If for any reason an employee has no pay available from which the dues may be deducted, the deduction will take place beginning the payroll period in which he does have pay available and continuing weekly until back deductions are made up, at which time he will return to the monthly basis.
- B. The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability, including but not limited to attorney's fees and the cost of administrative hearings that shall or may arise out of or by reason of, action taken by or against the Town that may arise as a result of complying with the provisions of this Article.

ARTICLE III - SENIORITY

Section 3.0

All new employees shall serve a probationary period of ninety (90) work days and shall not have seniority rights or any other rights under this Agreement during the probationary period. Work days shall be defined as days the employee attends work.

Section 3.1

All employees who have worked satisfactorily for ninety (90) work days shall be considered regular fulltime employees of the bargaining unit, their probationary period will be considered completed, and their seniority will then be backdated to the time they were hired.

Section 3.2

In the event a layoff becomes necessary the least senior qualified employee in a job classification shall be laid off first.

Section 3.3

Laid-off employees shall be recalled to work with the most senior employee in each job classification recalled first. In recalling employees, the Town shall rely on the last address furnished to the Town, in writing, by the employee. Recall rights shall terminate twenty-four (24) months from date of lay-off for each employee.

Section 3.4

No new employees shall be hired until all qualified laid-off employees in each job classification have first been given notification of recall. In the event an employee refuses to return to work when recalled, his seniority will be considered lost and he will no longer be considered eligible for recall.

Section 3.5

Bargaining unit work will be performed by bargaining unit employees except that seasonal and/or part time employees may be used in addition to members of the unit when needed provided no full-time employee has been or will be laid off for lack of work.

Section 3.6

An employee about to be laid off will be paid earned wages and accrued vacation pay.

Section 3.7

An employee's continuous service shall be broken and his seniority lost for any of the following reasons:

1. Voluntary resignation.
2. Unexcused absence from work for five (5) consecutive work days.
3. Discharge.
4. Layoff for twelve (12) months.
5. Absence from work for any non-injury or non-illness related reason for (3) three months or more.
6. Any illness or injury that results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer.

An employee's continuous service and seniority shall not be interrupted by authorized leave, vacation, suspension, paid sick leave injury or illness of less than twelve (12) months.

ARTICLE IV - PROMOTIONS AND VACANCIES

Section 4.0

The Town is committed to the concept of advancement within the Town which shall be open to all regular Bargaining Unit employees who meet the necessary requirements.

- a. If two (2) or more applicants are equally qualified for either a newly created bargaining unit position or a vacant bargaining unit position that the Town desires to fill, the bargaining unit employee with highest seniority who applies for the position shall be selected.
- b. If, in the opinion of the department head, a promoted employee proves unable to perform the work within the probationary period of ninety (90) work days, he/she shall be returned to his/her former position.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 5.0 - Work Schedule

1. The regular work week for bargaining unit employees shall consist of five (5) days of eight (8) hours each, exclusive of unpaid lunch periods, for a total of forty (40) work hours, Monday through Friday.

Bargaining unit employees (on a rotating basis of a single employee per rotation) will continue to perform work on Saturdays on either the "backhoe" or any other work assigned by the Town during such time frame.

Performance of such work on Saturdays will be paid at time and one-half (1½).

2. Normal hours for Public Works employees will be 7:00 a.m. to 3:30 p.m., with one-half (½) hour for an unpaid lunch.
3. On regular eight (8) hour work days, full-time employees shall receive a ten (10) minute paid rest period during each (½) of the scheduled work day. The department head will schedule specific times for the rest periods. Such ten (10) minute rest periods shall include any travel time (if travel is necessary).
4. The work times outlined may be changed by mutual agreement of the employer and the Union.

Section 5.1

Premium rates for the Highway Department shall be as follows:

1. Time and one-half (1½) shall be paid for all time worked beyond forty (40) hours in any one week.
2. Time and one-half (1½) shall be paid for all time worked on Saturday.
3. Double (2x) time shall be paid for all hours worked on Sundays.

4. Double (2x) time shall be paid for time worked on holidays, in addition to holiday pay.
5. No employee shall be required to take time off for the purpose of offsetting overtime.

Section 5.2

1. Any employee who has worked sixteen (16) consecutive hours shall be sent home for a ten (10) hour rest period, unless such employee chooses to work and in the judgment of his foreman, is capable of continuing to work. Such employee shall return to work at the end of the rest period if required.
2. For snow plowing and other emergencies, the Town shall have the right to continue use of outside contractors for work which in the past was performed by outside contractors. For other bargaining unit work, outside contractors may be used after all available Town employees are in use. The First Selectman or the Director of Public Works, in consultation with the Crew Leader or the senior bargaining unit employee on duty, shall have the right to send Town employees home, when there are contract forces at work, if they determine that the continuation of work by Town employees will endanger the health and safety of such employees.
3. **Crew Leader**: When the Crew Leader or senior bargaining unit employee on duty replaces the Director of Public Works as a result of his/her absence, said employee shall receive an additional two dollars (\$2.00) of pay added to his/her hourly rate for all hours said employee worked in the absence of the Director of Public Works.

Section 5.3

Each employee who works beyond ten (10) hours shall receive meal reimbursement of up to fifteen dollars (\$15.00) provided that the employee submits an expense voucher or receipt for such meal reimbursement.

Section 5.4

All overtime assignments shall be administered by the Public Works Director or his/her designee.

Members of the bargaining unit shall be given first preference for all overtime. All overtime, as it becomes available, shall be offered to bargaining unit members that have indicated a desire for such work, on a rotating basis, utilizing a card rotation system.

First preference for all overtime will be given to the bargaining unit member whose assigned card is on top of the card rotation. Any bargaining unit member who rejects such overtime shall be placed at the end of the rotation.

In the event of an emergency or other extenuating circumstances, the card rotation system may be bypassed.

All bargaining unit members cards in the card rotation system will be marked documenting the response or non-response of a bargaining unit member to overtime offered.

All bargaining unit members being notified of an overtime shift are required to respond within one-half (½) hour of the time of notification. Failure to respond within one-half (½) hour is to be considered a “refusal” for the shift being offered and the bargaining unit member’s assigned card will be moved to the last position in the card rotation. Bargaining unit members will be contacted at their home telephone number and their cell telephone number provided to the Town. Accordingly, all bargaining unit members are required to maintain and update current telephone numbers on their assigned rotation cards.

Bargaining unit members not available due to training, vacation, funeral leave, injury leave, family leave, military leave, personal leave, jury duty, sick leave, or as a result of already being scheduled for the period of time in which the overtime assignment is being offered, will maintain their position in the card rotation.

Except in an emergency (as determined by the Public Works Director), an employee out of work on a vacation day shall not be subject to being called in to work by the Town until his first day back to work.

An employee out of work on a vacation day(s) shall not be assigned scheduled overtime through midnight of the last day of his/her vacation (if the last day of vacation is a Friday or the day before a holiday, he/she shall not be scheduled for scheduled overtime through midnight on either the Friday or the holiday, whichever applies). With respect to a either a vacation day taken on a Friday or a vacation that’s last day is a Friday, if scheduled overtime is available on the Saturday or Sunday immediately following such Friday, the employee will be offered the scheduled overtime after the list of active employees has been exhausted.

Overtime shifts cancelled due to no fault of the assigned bargaining unit member, shall result in the bargaining unit member’s assigned rotation card being marked “cancelled” and returned to the top of the card rotation.

Bargaining unit members who need to “give away” an assigned overtime shift will be required to utilize the card rotation system to do so. Bargaining unit members will not be allowed to randomly choose someone as a replacement. The bargaining unit member will also be required to make every attempt to notify the Public Works Director prior to doing so.

The assigned card of a bargaining unit member that gives up a scheduled overtime shift is to remain in its current position in the card rotation and will not be moved to the top of the card rotation.

In the event that more than one overtime opportunity is available simultaneously, the bargaining unit member who is at the top of the card rotation will have first preference to all available shifts.

In the event no bargaining unit member is willing to work overtime, the Public Works Director has the right to order to work, in reverse seniority order, to provide for the needs of the Town.

ARTICLE VI - CALL-IN PAY

Section 6.0 – Non-Scheduled/Call-In Overtime

1. Any employee called in to work before or after his/her regular work day or on a non-scheduled day shall receive a minimum of three (3) hours' pay at the applicable rate, provided that the time worked is not contiguous to his/her regularly scheduled hours.

The Town may recall an employee during this three (3) hour period and it shall be considered the same call in.

Overtime that is scheduled in advance shall not be subject to the three (3) hour minimum call in.

2. When an employee is subject to call for emergency service but is not required to be at a location designated by the Employer but is simply required to keep the Employer informed as to the location at which he may be contacted, working time shall begin when the employee is notified of his assignment and shall end when the employee has completed his assignment.
3. The Town will make every effort to notify employees if contemplating a need to call them in. The employee is required to be prepared and available for such work.

ARTICLE VII - HOLIDAYS

Section 7.0

All employees covered under this Agreement shall receive the following paid holidays:

New Year's Eve Day (½ day)	Fourth of July
New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Election Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Eve Day (½ day)
	Christmas Day

The employees in this bargaining unit shall receive any and all other holiday release time designated by the Town.

Section 7.1

If a holiday falls during an employee's vacation, he shall be given an alternative day off, mutually agreeable between employee and Employer.

ARTICLE VIII - WAGES

Section 8.0

On July 1, 2021 wages shall be increased by 2.75%
On July 1, 2022 wages shall be increased by 2.75%
On July 1, 2023 wages shall be increased by 2.75%
On July 1, 2024 wages shall be increased by 2.75%
On July 1, 2025 wages shall be increased by 2.75%

All wage rates effective during the term of this Agreement shall be reduced to writing by classification and added to this Agreement as Appendix C.

Section 8.1

All employees shall be paid bi-weekly by check.

Section 8.2

Effective July 1, 2021, the salary schedule shall be set forth in Appendix C.

Section 8.3 – Longevity Step

Employees shall be entitled to a longevity bonus as follows:

- Each employee completing at least ten (10) years and less than fifteen (15) years of consecutive service will receive three percent (3%) of their base salary computed on their hourly rate.
- Each employee completing at least fifteen (15) years and less than twenty (20) years of consecutive service will receive three percent (3%) of their base salary computed on their hourly rate.
- Each employee completing at least twenty (20) years of consecutive service will receive an additional four percent (4%) of their base salary computed on their hourly rate for a total of ten percent (10%).

Employees who have already received longevity increases shall retain their prior benefit. In no case shall more than ten percent (10%) be paid for longevity.

Section 8.4 - Step Advancement

Employees will advance to the next step, on the Salary Schedule in Appendix C, on July 1st of each year, provided they have not reached the maximum step.

Section 8.5

Any employee used to work in a higher classification shall receive the hourly rate of the higher classification for any day so worked.

ARTICLE IX - INSURANCE & PENSION

Section 9.0

The description of health insurance coverage in effect as of July 1, 2021 is appended hereto as Appendix E.

The premium share for the cost of said insurance benefits is as follows:

Effective July 1, 2021:	20%
Effective July 1, 2022:	20%
Effective July 1, 2023:	20%
Effective July 1, 2024:	20%
Effective July 1, 2025:	20%

Section 9.1

Employees shall be covered under the provisions of the Town of Essex Retirement Plan.

Section 9.2

Upon retirement, employees shall be eligible for the hospital medical coverage which is provided to retired Town of Essex employees, under the same terms and conditions that apply to such employees.

Section 9.3 – Waiver of Coverage

- A. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all health insurance coverage outlined above and, in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000.00), two thousand dollars (\$2,000.00) or three thousand dollars (\$3,000.00) respectively, for individual, spouse, and family coverage. Payment to those employees waiving such coverage shall be made in equal payments the first week of December and June.
- B. Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not over compensated, for any waiver elected in this section.

Section 9.4 – Section 125 Plan

The Town offers a pre-tax contribution option for all employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses on a pre-tax, rather than an after-tax basis.

Section 9.5 – Change of Carriers

The Town shall have the authorization to change or alter insurance plans and/or insurance carriers provided, however, that any substitute plan will offer substantially the same level of benefits and privileges provided by the plans in effect and as specified in this Agreement and provided further that it is not the Town's intent to substitute a plan or plans which restrict the employee's right to choose his or her provider of medical services.

Section 9.6 – Life Insurance

The Town will provide each employee with a term life insurance policy in the amount of one hundred thousand dollars (\$100,000.00). In the event the policy amount is increased for unaffiliated employees, the policy amount will be increased in the same amount for members of the bargaining unit.

ARTICLE X - LEAVE

Section 10.0 – Sick Leave

Each employee shall earn a maximum of fifteen (15) sick days per year at the rate of one and a quarter (1¼) days per month.

The maximum amount of sick days an employee may accumulate will be as follows:

July 1, 2010 – 75 days

Any unused sick leave earned on or before July 1st of each contract year, in excess of the specified amount set forth above, shall be paid in full with the first payroll of November of each year.

Upon retirement, resignation or death, each employee or his beneficiary shall be entitled to one hundred percent (100%) of his unused accumulated sick leave for that specific contract year.

Sick leave in excess of three (3) consecutive days or on a Monday or Friday or before or after a paid holiday must be accompanied by a note from the physician who treated the employee for the illness or injury that caused such absence.

If the Town is not satisfied with the note, the Town can order a medical examination at its own expense if the second examination is not covered by insurance.

Section 10.1 – Funeral Leave

All full-time and permanent part-time employees shall be granted three (3) days leave with pay for death in the employee's immediate family. Immediate family shall be defined as the employee's spouse, siblings, parents, brother, sister, grandparents and grandchildren.

At the discretion of the First Selectman, one (1) day leave with pay for other relatives may be granted.

The First Selectman or his/her designee may also grant one (1) day of leave to attend the funeral of a close acquaintance without loss of pay.

Section 10.2 – Unpaid Leave

Leaves of absence without pay for legitimate purposes may be granted to an employee upon written request to the First Selectmen or his designated representative. A notice of such leave will be supplied to the Union President.

Section 10.3 – Military Leave

Military leave shall be provided in accordance with applicable state and federal law.

Section 10.4 – Jury Duty

Any employee required to serve on jury duty shall be paid the difference between jury duty pay and his regular day's pay for each day that he is required to serve.

Section 10.5 – Personal Days

Each full-time employee in the bargaining unit shall be provided with up to three (3) personal days per contract year (non-cumulative) without having to provide a reason. Whether the leave will be approved depends on:

1. Adequacy of notice, twenty-four (24) hours, except in an emergency;
2. Other approved leaves for the day required;
3. An unanticipated emergency.

The Town shall provide an answer to the request within a reasonable time. Once written approval is given, it shall not be revoked except in the case of a Town emergency.

Section 10.6 - Injury Leave

- A. **Leave for injury on the job.** An employee who is injured on the job must report such injury to his/her supervisor immediately following the injury.

An employee who is on injury leave shall receive his/her regular base weekly pay (less applicable state and federal withholdings) from the Town and shall, ~~turn over~~ upon receipt, submit to the Town any workers' compensation temporary total or temporary partial disability payments received by the employee.

- B. The employer shall make available an accident and health plan for full time employees, at the option of each individual employee. Benefits under said plan shall commence after the employee's disability and shall thereafter provide benefits per month. The Town's share of the premium for said plan shall be limited to five dollars (\$5.00) per week per participating employee, with the balance to be paid by the employee electing such coverage.
- C. In the event of any illness or injury that results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer from the date of injury or illness, the Town shall have the right to retire or discharge the employee.

Such period may be reduced prior to the conclusion of the twelve (12) month period if it is determined by either the employee's treating physician or a physician selected by the Town (or its' insurance

carrier) that the employee is unable to perform the essential functions of the position (with or without a reasonable accommodation).

Section 10.7 – Family Leave

The Family Leave and Medical Act of 1993, entitles eligible employees to take up to twelve (12) weeks of unpaid, job protected leave each year for specific family and medical reasons, including pregnancy. Unused vacation days, as well as accumulated sick leave days may be used during a family or medical leave of absence.

ARTICLE XI - VACATIONS

Section 11.0

Employees shall be credited with vacation days based upon the employee's continuous length of service with the Town.

Vacation days shall be credited in accordance with the following:

- During the employee's first year of employment with the Town, he/she shall be credited with one (1) week (five (5) work days) after six (6) months of employment with the Town. At the discretion of the First Selectman, the employee may use up to five (5) of the credited vacation days during the employee's first six (6) months of employment with the Town;
- Two (2) weeks (ten (10) work days) credited on the employee's one (1) year anniversary date of employment with the Town;
- One (1) additional work day credited on each subsequent anniversary date (commencing on the employee's two (2) year anniversary date of employment with the Town) through the employee's four (4) year anniversary date of employment with the Town (resulting in eleven (11) vacation days on the employee's two (2) year anniversary date; twelve (12) vacation days on the employee's three (3) year anniversary date; and thirteen (13) vacation days on the employee's four (4) year anniversary date).
- Three (3) weeks (fifteen (15) work days) credited on the employee's five (5) year anniversary date of employment with the Town; and
- One (1) additional work day credited on each subsequent anniversary date (commencing on the employee's six (6) year anniversary date of employment with the Town) to a maximum of twenty (20) work days.

The crediting of vacation days shall be based on the employee's regular work day.

Section 11.1

Employees shall be permitted to omit a vacation of up to two (2) weeks in one (1) year for the purpose of having an additional vacation allowance of up to two (2) weeks in the succeeding year.

Section 11.2

An employee shall take his vacation at a time during the year mutually agreeable between employee and Employer.

1. In the event of conflicting vacation dates, seniority shall be the determining factor in awarding the first two (2) weeks of vacation to which the employee is entitled.
2. Nothing contained herein shall be construed as preventing any employee from taking vacation in increments of one (1) day, agreeable to the work schedule.
3. In the event a paid holiday falls while an employee is on vacation, the employee shall receive holiday pay for the holiday and will not be charged a vacation day.
4. Employees may take vacations of two (2) weeks duration at any time during the period subject to subsection 11.2(1) above.

Section 11.3

In the event of the death of an employee, his family shall receive pay for unused vacation, personal, and sick time.

Section 11.4

In the event an employee retires or terminates or is terminated for any reason, his accrued vacation, sick, and personal time pay shall be given to him.

ARTICLE XII - DISCIPLINARY ACTIONS

Section 12.0

No permanent employee shall be discharged or otherwise disciplined without just cause. In determining if just cause exists, the Town may utilize the Town Policy Manual for guidance.

Section 12.1

Depending on the seriousness of the infraction, disciplinary actions shall normally follow this order:

- A. Verbal warnings (reduced to writing).
- B. Written warning.
- C. Suspension.
- D. Discharge.

The Town may take disciplinary action without the need for progressive discipline when an offense is of such a nature that warrants it.

Section 12.2

A verbal warning shall not be deemed to have been issued unless the employee has been advised in writing that he has received a verbal warning and a notation of such warning is included in the employee's personnel file.

No written warning shall be deemed to have been issued unless the written warning is set forth as a written warning.

The record of a verbal warning shall not be used for the basis of further progressive discipline after eighteen (18) months from the date of the warning provided the individual has received no further discipline in the interim.

The record of a warning shall not be used for the basis of further progressive discipline after eighteen (18) months from the date of the warning provided the individual has received no further discipline in the interim.

If the employer has reason to reprimand, counsel or warn an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 12.3

When the appointing authority has reason to suspend or discharge an employee, the employee shall first be entitled to a pre-disciplinary hearing, with a representative of his choice, to respond to the alleged charges.

After such hearing, if the appointing authority feels the employee should be disciplined, it will be done in the following manner:

1. Notice shall be in writing with a copy to the Union;
2. State the charges;
3. State the acts or omissions upon which the charges are based;
4. State the discipline imposed and the effective date or dates; and
5. State the employee's right to appeal the action through the grievance procedure.

Section 12.4

1. All employees shall, within twenty-four (24) hours, report all accidents which occur within their area of responsibility. Any employee involved, or alleged to be involved in the incident to be reported shall be required to make such report as aforesaid.
2. The Town shall comply with any reasonable request of the employee for information in the Town's possession which relates to any incident allegedly involving the employee.

The Town shall protect and save harmless any employee from financial loss and expense, including legal fees and court costs, if any, arising out of any claim of law suit resulting from accidental damage to or any other acts resulting in any injury, which acts are not wanton, reckless or malicious provided such employee at the time of the acts resulting in such injury, damage or destruction was acting within the scope of his employment.

ARTICLE XIII – GRIEVANCE PROCEDURE

Section 13.0

For the purpose of this Agreement, the term grievance means any dispute between the Employer and an employee or employees concerning the effect, interpretation, or application of this agreement.

Section 13.1

Any such grievance shall be settled in accordance with the following grievance procedure:

1. **Step 1** - Within fifteen (15) days of the event giving rise to the alleged grievance, the aggrieved employee and/or his Steward or Representative may file the grievance, in writing, with the First Selectman in an effort to resolve the grievance. The First Selectman will have fifteen (15) days to advise the grievant and the Union, in writing, of his disposition of the grievance.
2. **Step 2** - If the grievant is not satisfied with the Step 1 answer, he may elect, within seven (7) days of receipt of the Step 1 answer, to submit the grievance to the Board of Selectmen. The Board of Selectmen will schedule a hearing within fifteen (15) days of receipt of the grievance to discuss the grievance in an attempt to resolve it. The fifteen (15) day period may be extended by mutual agreement of the Town and the Union. If the grievance is not resolved by the Board at the hearing, the Union will be provided with the Board's answer, in writing, within fifteen (15) days of the completion of the Step 2 hearing.
3. If the Union is not satisfied with the Board's answer it may elect within thirty (30) days of receipt of the Step 2 answer to submit the grievance to the State Board of Mediation and Arbitration. In the event arbitration takes place, the decision of the arbitrator/arbitration panel shall be final and binding.
4. The arbitrator/arbitration panel shall be bound by and must comply with all of the terms of this Agreement and shall have no power to add to or subtract from or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by the parties.
5. If at any step of the grievance procedure the Union fails to indicate, in writing, its desire to proceed to the next step within the time limits specified in this Section, the grievance will be considered settled. If the Town does not provide an answer within the specified time limits, the grievance shall automatically advance to the next step.

For purposes of the language set forth herein, "days" shall be defined as calendar days.

Section 13.2

Nothing herein shall be construed as prohibiting an aggrieved party from handling his own grievance if he so desires, with the exception of the arbitration step above, but no agreement shall be made that is contrary to any of the terms of this Agreement.

ARTICLE XIV – SAVINGS CLAUSE

Section 14.0

If a section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare herein, separately and apart from the others.

ARTICLE XV – MANAGEMENT RIGHTS

Section 15.0

It is understood and agreed that the Town of Essex possesses the sole right and authority to operate and direct the employees of the Town and its various departments in all aspects, including supervisory employees. Such authority shall include but not be limited to all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies and to set forth all standards of service offered to the public.
2. To plan, direct, control and determine the operations or services to be conducted by employees of the Town.
3. To determine the methods, means, number of personnel needed to carry out the department's mission.
4. To direct the working forces.
5. To hire and assign or to transfer employees within the department or to other applicable functions.
6. To promote, suspend, discipline or discharge for just cause.
7. To layoff or relieve employees due to lack of work or funds.
8. To make, publish, and enforce rules and regulations for the operation of each department.
9. To introduce new or improved methods, equipment, or facilities.

10. To take any and all actions as may be necessary to carry out the mission of the Town and its departments, institutions of civil emergency as may be declared by the Chief Executive, Police or Fire Chief, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

It is recognized by the parties that all matters pertinent to wages, hours and other conditions of employment are negotiable under the terms of the Municipal Employee Relations Act, and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of this Agreement.

ARTICLE XVI – UNIFORMS/CLOTHING AND CDL LICENSE

Section 16.0

High top safety construction boots (shoes) must be worn by employees at all times during the work day.

Each employee will be reimbursed for up to three hundred fifty dollars (\$350.00) per contract year for the purpose of purchasing high top safety construction boots (or shoes) from a Town approved vendor (including purchase of the boots (shoes) from the shoe truck that services the Town's employees).

In order to receive such reimbursement, the employee shall submit a copy of the receipt for the boots (shoes) to the Town.

Section 16.1 - CDL License

In the event that an employee's CDL license physical examination is not covered as part of the employee's annual physical, the employee (at his option) may have the exam with a physician selected by the Town (at the Town's expense) or have the exam with a physician selected by the employee (at the employee's expense).

ARTICLE XVII – SUBSTANCE ABUSE & ALCOHOL MISUSE POLICY

Section 17.0

The Town Substance Abuse and Alcohol Misuse Policy is incorporated as Appendix D.

ARTICLE XVIII – SAFETY

Section 18.0

The Employer shall provide a workplace free from unsafe or unhealthy conditions. The Employer shall make every effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions become known to the Employer.

No employee shall be required to perform work under unsafe or unhealthy conditions; provided, however, that an employee must follow the rule work now, grieve later, unless there is imminent danger to the employee's physical well-being.

ARTICLE XIX – DURATION

Section 19.0

This Agreement shall be effective from July 1, 2021 through June 30, 2024 2026 and from year to year thereafter unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above, it wishes to modify or change this Agreement in any manner, and subject to reopening at any time by mutual agreement of the parties.

Section 19.1

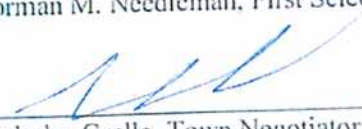
Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party.

Dated at Essex this ____ day of March, 2021.

FOR THE TOWN OF ESSEX



Norman M. Needleman, First Selectman

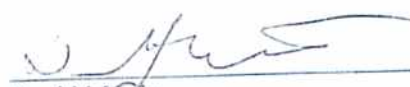


Nicholas Grello, Town Negotiator

**FOR LOCAL 1303-285 OF
COUNCIL 4 AFSCME, AFL-CIO**




Richard Gallacher



David Martin



Dwight Massey



John DeVito, Staff Representative
Connecticut Council 4
AFSCME, AFL-CIO

APPENDIX A

CONNECTICUT MUNICIPAL COUNCIL 4 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEE, AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Please Print Last Name First Name Middle

To: Town of Essex

Effective _____ I hereby designate AFSCME Connecticut Council No. 4 and/or its appropriate affiliates to be my representative for collective bargaining.

Effective _____ I hereby authorize you to deduct from my earnings each _____ a sufficient amount to provide for the regular payment of the current rate of monthly union dues, Council 4 of the American Federation of State, County and Municipal Employees.

This authorization shall remain in effect in accordance with the working agreement or until termination of my employment.

Signature: Do Not Print

Street Address

Phone Number

City and State (Print)

Zip Code

APPENDIX B

Minimum Job Qualifications

Maintenance Equipment Operator I

Valid Class B Connecticut Motor Vehicle Operator's License I. Ability to apply common sense understanding to carry out instructions that are furnished in written, oral or diagrammatic form. Ability to acquire skill to operate construction equipment [such as snow plowing truck, payloader, curbing machine, roller, sweeper, tractor, jack hammers, chain saws, chippers, and hand tools and to acquire skill to make mechanical repairs]. Ability to lift and or carry objects of 25 to 50 pounds. Ability to work in extreme weather conditions, including heat or cold, with temperatures sufficiently high or low enough to cause marked bodily discomfort.

Maintenance Equipment Operator II

Valid Class B Connecticut Motor Vehicle Operator's License I. Ability to apply common sense understanding to carry out instructions that are furnished in written, oral or diagrammatic form. Ability to work independently and to provide lead supervision to assigned helpers. Ability to operate construction equipment; with two years of construction or road maintenance experience. Ability to lift and or carry objects of 25 to 50 pounds. Ability to work in extreme weather conditions, including heat or cold, with temperatures sufficiently high or low enough to cause marked bodily discomfort. Mechanical repair skills gained by completion of an automotive mechanical apprenticeship program or through experience in a repair garage.

Crew Leader

Assistant to the Public Works Director as a result of his/her absence. (Article V, Section 5.3) Valid Class II Connecticut Motor Vehicle Operator's License. Ability to apply common sense understanding to carry out instructions that are furnished in written, oral or diagrammatic form. Ability to work independently and to provide lead supervision to assigned helpers. Ability to operate construction equipment; with two years of construction or road maintenance experience. Ability to lift and or carry objects of 25 to 50 pounds. Ability to work in extreme weather conditions, including heat or cold, with temperatures sufficiently high or low enough to cause marked bodily discomfort. Mechanical repair skills gained by completion of an automotive mechanical apprenticeship program or through experience in a repair garage.

Laborer

Valid Connecticut Motor Vehicle Operator's License. Ability to apply common sense understanding to carry out instructions that are furnished in written, oral or diagrammatic form. Ability to acquire skill to operate construction equipment [such as snow plowing truck, payloader, curbing machine, roller, tractor, jack hammers, chain saws, chippers, and hand tools and to acquire skill to make mechanical repairs]. Ability to lift and or carry objects of 25 to 50 pounds. Ability to work in extreme weather conditions, including heat or cold, with temperatures sufficiently high or low enough to cause marked bodily discomfort.

APPENDIX C Wage Rates

	Mechanic				
	1-Jul-21 2.75%	1-Jul-22 2.75%	1-Jul-23 2.75%	1-Jul-24 2.75%	1-Jul-25 2.75%
Step 1	25.02	25.71	26.42	27.14	27.89
Step 2	26.05	26.76	27.50	28.25	29.03
Step 3	27.08	27.82	28.59	29.38	30.18
Step 4	28.15	28.92	29.72	30.53	31.37
Step 5	29.31	30.11	30.94	31.79	32.67
Step 6	30.45	31.29	32.15	33.03	33.94

	Maintenance Equipment Operator I				
	1-Jul-21 2.75%	1-Jul-22 2.75%	1-Jul-23 2.75%	1-Jul-24 2.75%	1-Jul-25 2.75%
Step 1	17.68	18.17	18.67	19.18	19.71
Step 2	18.52	19.03	19.55	20.09	20.64
Step 3	19.39	19.92	20.47	21.03	21.61
Step 4	20.30	20.86	21.43	22.02	22.63
Step 5	21.27	21.85	22.46	23.07	23.71
Step 6	22.27	22.88	23.51	24.16	24.82

	Maintenance Equipment Operator II				
	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24	1-Jul-25
	2.75%	2.75%	2.75%	2.75%	2.75%
Step 1	22.20	22.81	23.44	24.08	24.74
Step 2	23.23	23.87	24.53	25.20	25.89
Step 3	24.32	24.99	25.68	26.38	27.11
Step 4	25.47	26.17	26.89	27.63	28.39
Step 5	26.66	27.39	28.15	28.92	29.72
Step 6	27.92	28.69	29.48	30.29	31.12
Step 7	29.24	30.04	30.87	31.72	32.59

	Laborer				
	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24	1-Jul-25
	2.75%	2.75%	2.75%	2.75%	2.75%
Step 1	18.17	18.67	19.18	19.71	20.25
Step 2	19.03	19.55	20.09	20.64	21.21
Step 3	19.92	20.47	21.03	21.61	22.21
Step 4	20.86	21.43	22.02	22.63	23.25
Step 5	21.85	22.46	23.07	23.71	24.36
Step 6	22.88	23.51	24.16	24.82	25.51

APPENDIX D

SUBSTANCE ABUSE AND ALCOHOL MISUSE POLICY

Collection Site Person:

A person who instructs and assists individuals at a collection site and who receives and makes a screening examination of the urine specimen provided by these individuals.

Commercial Motor Vehicle (CMV):

A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

has a gross combination weight rating of 26,001 pounds or over, including a towed unit with a gross vehicle weight rating of over 10,000 pounds; or

has a gross vehicle weight rating of 26,001 pounds or over; or

is designated to transport 15 or more passengers (including driver); or

is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Act (49CFR 172, subpart F).

Confirmation Test in Alcohol Testing:

A second test, following a screening test with a result of 0.02 or greater, which provides quantitative data of alcohol concentration.

In Controlled Substance Testing:

A second test to identify the presence of a specific drug or metabolite. In order to ensure reliability and accuracy, this test is separate from and uses a different technique and chemical principal from that of the screening test. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opioids, amphetamines and phencyclidine (PCP).

Controlled Substances:

For purposes of this policy, the terms “drugs” and “controlled substances” are interchangeable and have the same meaning unless otherwise specified, these terms refer to the drugs/substances set forth under 49 CFR Part 40 Section 40.87.

marijuana (THC)	cocaine
opioids	phencyclidine (PCP)
amphetamines, (including methamphetamine)	

Evidential Breath Testing (EBT) Device:

A device used for alcohol breath testing that has been approved by the National Highway Traffic Safety Administration (NHTSA) and placed on NHTSA's Conforming Product's List (CPL) of Evidential Breath Measurement Devices.

Medical Review Officer (MRO):

A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by this drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test, medical history and other relevant bi-medical information.

Performing (a safety-sensitive function):

A driver is considered to be performing a safety sensitive function when he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Refusal to Submit (to an alcohol or controlled substance test):

An employee:

fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with federal regulations, or

fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement of urine testing in accordance with federal regulations, or

engages in conduct that clearly obstructs the testing process.

Safety-sensitive Function:

For the purposes of this policy, any on-duty functions required by federal regulations and/or Town requirements, including but not limited to the following time and/or activities:

at a carrier or shipper plant, terminal, facility, or other property, or on properties and premises owned or controlled by the Town or on any public property; waiting to be dispatched, unless the driver is relieved from duty by the Town inspecting emergency and/or safety equipment as required by federal regulations and/or Town policy, or

otherwise inspecting, servicing, or conditioning any commercial motor vehicle (CMV) at any time, or

at the driving controls of a CMV in operation, or

while in or upon any CMV owned or controlled by the Town during normal duty hours or

supervising or assisting in loading or unloading a vehicle, attending a vehicle being loaded or unloaded, or

performing the driver requirements, specified by federal regulations, relating to accidents, or

repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Screening Test (initial test):

In alcohol testing: a procedure to determine if a driver has a prohibited concentration of alcohol in his or her system

In controlled substances testing: a screen to eliminate "negative" urine specimens from further consideration.

Substance Abuse:

Refers to patterns of use that result in health consequences or impairment in social psychological and occupational functioning.

Substance Abuse Professional (SAP):

A licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor [certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC)] with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Prohibitions:

The Department of Transportation (DOT) defines the restrictions for the use of both alcohol and controlled substances. The Federal Highway Administration (FHWA) further defines drug/alcohol use restrictions for CMV drivers.

A. Alcohol Use

Since alcohol is a legal substance, the prohibitions for its use are closely tied to the performance of safety-sensitive functions. For those who hold a commercial driver's license (CDL), a safety-sensitive function refers to: any time the driver is actually driving, inspecting, servicing, unloading or loading a vehicle.

Prohibitions for Alcohol:

1. A driver may not report for duty or stay on safety-sensitive duty (a) with an alcohol concentration of 0.04 or greater, (b) while in possession of alcohol (unless it is being transported), (c) if using alcohol; or (d) within four (4) hours of using alcohol.
2. A driver who has had an accident may not use alcohol until post-accident testing is done or for a period of eight (8) hours, whichever comes first.
3. Drivers cannot refuse to submit to alcohol testing. The Town reserves the right to take disciplinary action against any driver who refuses to be tested for alcohol

B. Controlled Substances Use

The FHWA bans the use of controlled substances by drivers. Drivers who use drugs are considered medically unqualified to drive or perform other safety-sensitive functions.

Prohibitions for controlled substances:

1. Drivers may not report for duty or stay on safety-sensitive duty while using any controlled substance. The exception to this prohibition is if a physician has prescribed the substance and has advised the driver that it does not interfere with the ability to safely operate a motor vehicle.
2. Drivers may not report for duty or stay on safety-sensitive duty if they have tested positive for a controlled substance.
3. The Town reserves the right to require drivers to report the use of any therapeutic drugs. Also, the Town reserves the right to remove drivers from safety-sensitive duties until a physician's opinion can justify safe resumption of safety-sensitive functions.

Consequences:

A. Refusal to be tested:

In cases in which an applicant refuses to be tested, the applicant will not be hired. In cases in which an employee of the Town refuses to be tested, the employee shall be subject to disciplinary action, which shall be subject to the grievance and arbitration procedure. The employee will not be given a second chance to test at a later date.

B. Verified Positive Drug or Alcohol Test:

In cases in which an applicant tests positively for drugs, his or her job offer will be rescinded or withdrawn.

In cases in, which an employee tests positively for drugs or alcohol, the employee will be subject to termination.

As an alternative to termination, an employee may enter at his or her own expense a rehabilitation program. The employee will be placed on unpaid leave during the course of this program. Subject to the provisions of return-to-duty and follow-up testing below, an employee may be reinstated upon successful completion of such a rehabilitation program. Following such reinstatement, an employee who tests positively for drugs or alcohol shall be terminated.

C. Possession of drugs or drug paraphernalia:

Employees in possession of drugs or drug paraphernalia will be terminated.

D. **Selling or distributing drugs:**

Employees who sell or distribute drugs on Town premises or during working hours will be terminated.

Required Testing:

There are five situations in which testing can be performed in order to determine the presence of alcohol or drugs Here is a brief of each.

A. **Pre-employment Testing:**

Pre-employment testing is required:

1. before a new hire is permitted to perform any safety-sensitive function
2. when a person transfers into a safety-sensitive function from elsewhere in the Town that is non-safety-sensitive

B. **Post-accident Testing:**

Post-accident testing is required following an accident where:

1. a life is lost.
2. the driver was cited for a moving traffic violate.

NOTE: Post-accident alcohol testing should be done within two (2) hours of the accident. If it cannot be done within eight (8) hours, it should not be done.

NOTE: Drivers must submit to post-accident testing. If a driver refuses to be tested, he or she cannot continue on the job.

C. **Random Testing:**

Unannounced random testing of Town employees engaged in safety-sensitive functions (drivers) will be done each year. Drivers, who are randomly selected from a pool, must be tested just before, during or immediately after performing a safety-sensitive function

Random testing is done on a percentage basis:

1. twenty-five (25) percent of drivers must be tested for alcohol during the first year of the testing program.

2. fifty (50) percent of drivers must be randomly tested for controlled substances during the first year of the testing program.

D. Reasonable Suspicion:

Testing can also be done if a Town management official or supervisor has reasonable suspicion to believe that a driver's behavior or appearance may indicate alcohol or drug use.

The determination to test for reasonable suspicion must be based on:

1. The observation of a supervisor or Town official who has received the training required by the alcohol and drug ruling (supervisor training).
2. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors of the driver.
3. Observations made just before, during or just after the performance of safety-sensitive functions.

E. Return-to-duty and Follow-up Testing:

Return-to-duty testing is required for a driver who violates this policy and/or federal requirements for continuing to perform safety-sensitive functions.

The following test results are required:

1. an alcohol concentration of less than 0.02
2. a verified negative controlled substances test

Follow-up testing is required if a driver does return to a safety-sensitive function.

The federal rules and this policy calls for a minimum of six (6) announced tests during the first year back in a safety-sensitive position.

Refusal to be Tested:

A refusal to be tested for alcohol or controlled substances constitutes a violation of Town policy and will be interpreted in the same way as a positive test for alcohol or controlled substances. The Town reserves the right to take additional disciplinary actions against a driver who refuses to be tested.

ALCOHOL TESTING PROCEDURES AND EMPLOYEE SAFEGUARDS

Breath Alcohol Technician (BAT):

A "breath alcohol technician" is an individual who instructs and assist individuals in the alcohol testing process and operates an "evidentiary breath testing" device (EBT). The BAT is required to be properly trained, as follows:

- A. Proficiency shall be demonstrated by successful completion of a course of instruction which, at a minimum, provides training in the principals of EBT methodology, operation and calibration checks; the fundamentals of breath analysis for alcohol contest; and the procedures required in this part for obtaining a breath sample, and interpreting and recording EBT results.
- B. Only courses of instruction for operation of EBT's that are equivalent to the Department of Transportation (DOT) model course, as determined by the National Highway Traffic Safety Administration (NHTSA), may be used to train BAT's to proficiency.
- C. The course of instruction shall provide documentation that the RAT has demonstrated competence in the operation of the specific EBT(s) he/she will use.
- D. Any BAT who will perform an external calibration check of an EDT shall be trained to proficiency in conducting the check on the particular model of EDT.
- E. The BAT shall receive additional training, as needed, to ensure proficiency, concerning new or additional devices or changes in technology that he or she will use.
- F. The Town or its agent will establish documentation of the training and proficiency test of each BAT it uses to test Town employees.
NOTE: A BAT qualified supervisor of an employee may conduct the alcohol test for that employee only if another BAT is unavailable.

Evidential Breath Testing (EBT) Device:

EBT's used to perform alcohol tests on Town employees are approved by the National Highway Traffic Safety Administration (NHTSA) and are placed on the "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

An EBT used for a screening test of a Town employee will be capable of printing out results and numbering each result sequentially. A log book may also be kept.

The EBT used will have a Quality Assurance Plan (QAP) developed by the manufacturer and approved by NHTSA. The Town will remove from service any EBT that fails a calibration check as set forth in the QAP.

Breath Alcohol Testing Form/Log Book:

An alcohol testing form published by the Department of Transportation (DOT) will be used to ensure the integrity of the test result, properly identify the employees with the test result, and serve as a documented record of the testing event.

The log book, if used, will become additional documentation of the testing event by providing a sequential test number, date, name of BAT, location of test, qualified test result and initials of the employee tested.

Preparation for Testing:

Alcohol testing will be conducted in a location that affords, to the greater extent practicable, visual and aural privacy of the Town employee being tested.

The employee is required to show positive identification (picture I.D.) to the BAT and may request the BAT to also show positive identification

The BAT must supervise only one employee's use of the EBT at a time and must not leave the testing site while the test is in progress.

Screening Test Procedure:

After the employee has been positively identified, the alcohol screening test procedure will be conducted, as follows:

- A. The employee will provide the BAT with identifying information and Employer information to be entered onto the Breath Alcohol Testing Form. The employee will be asked to certify by signature that the information provided is correct. A refusal by an employee to sign the certification will be regarded as a refusal to take the test.
- B. An individually-sealed mouthpiece will be opened in view of the employee and attached to the EBT.
- C. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
- D. After showing the employee the quantitative alcohol concentration results Printed out by the EBT, the BAT will enter the results, test number, testing device, serial number of the EST, time, and date on the proper section of the Breath Alcohol Testing Form. The BAT may also record the test number,

date, name of BAT, location, and qualified test result in the log book. The employee will initial the log book.

E. Depending on whether the result is less than 0.02 or greater the following procedures will be done:

1. If the result is less than 0.02, the BAT will date the form and sign the certification to the effect that all procedures were followed as required by DOT regulations.

No further testing is required. The BAT will transmit the result of less than 0.02 to a Town designated official in a confidential manner, and the Town official will receive and store the information so as to ensure that confidentiality is maintained. The employee will receive a copy of the alcohol form.

NOTE: Failure of the employee to sign the alcohol test form or initial the log book after a test has been conducted will be noted by the BAT in the remarks section of the alcohol form.

NOTE: If a test result printed by the EBT does not match the displayed result, the BAT shall note the disparity in the remarks section; both BAT and employee will initial the remarks. The test result will be considered invalid and the employee and the Town will be so notified.

2. If the result is 0.02 or greater, the confirmation test will be performed. If the confirmation test will be performed by a different BAT, the BAT who conducted the screening test will complete and sign the form and log book entry. The BAT will give the employee a copy of the alcohol form.

Confirmation Testing Procedures:

If a different BAT is conducting the confirmation test, the new BAT will require positive identification of the employee, explain the testing procedure, and initiate a new Breath Alcohol Testing Form, requiring a repetition of information and certification by signature. In addition, the following instructions must be followed:

- A. The BAT will instruct the employee not to eat, drink, or put any object or substance in his or her mouth for at least fifteen (15) minutes. The BAT will explain that the reason for these instructions is to ensure against an artificially high reading. The BAT will note in the "Remarks" section of the form any non-compliance with instructions.
- B. The confirmation test will be conducted within twenty (20) minutes of the completion of the screening test.

- C. A new mouthpiece will be opened and used for the confirmation test.
- D. Before the confirmation test is administered for each employee, the BAT will ensure that the EBT registers 0.00 on an air blank. If the reading is greater than 0.00, after two attempts, the EBT will not be used for testing.

NOTE: Any EBT taken out of service because of failure to register 0.00 on an air blank will not be returned to service until an external calibration is conducted and the EBT is, once again, to be found within tolerance limits.

- E. In the event that the screening and confirmation test results are not identical, the confirmation test result is to be deemed to be the final result upon which any action will be taken in compliance with federal rules or Town authority.
- F. The BAT will affix the confirmation test printout to the alcohol test form using tamper-evident tape.
- G. Following completion of the test, the BAT will date and sign the form. The Employer will also sign the certification statement at the designated place.

NOTE: The refusal of the employee to sign the alcohol form will not defeat the test result, but will be noted by the BAT in the "Remarks" section.

NOTE: Disparity between the displayed result and the printed result will be "noted", signed by employee and BAT, and will be considered an invalid test.

- H. The BAT will conduct an air blank. If the reading is greater than 0.00, the test is invalid.
- I. The BAT will transmit all results to the Town in confidential manner. The BAT will ensure immediate transmission to the Town of results that require the Town to prevent an employee from performing a safety-sensitive function.
- J. The Town will designate one or more representatives for the purpose of receiving and handling alcohol testing results in a confidential manner. All communications by BATS to the Town concerning the alcohol testing results of employees will be to a designated Town representative.

Employee Test Information:

The Town will maintain employee test information records in a secure manner, so that disclosure of information to unauthorized persons does not occur. Employee test information will only be released as required by law or as expressly authorized. The release of employee test information is allowed in the following instances:

- A. An employee will have access to any of his/her alcohol testing records upon written request.
- B. The Town will allow any DOT-authorized agency access to facilities and records in connection with the Town alcohol misuse prevention program.
- C. When requested, the Town will disclose post-accident testing information to the National Transportation Safety Board (NTSB) as part of an accident investigation.
- D. The Town may disclose information to the employee or to a decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee.
- E. The Town will release information regarding an employee's alcohol testing records as directed by the specific, written consent of the employee authorizing release of the information to an identified person.

DRUG TESTING PROCEDURES AND EMPLOYEE SAFEGUARDS

Chain of Custody (C.O.C.):

The Town employee drug testing program will utilize a clear and well-documented procedure for collection, shipment and accession of urine specimens from the specimen collection site to the laboratory. For this purpose, a standard drug testing chain of custody and control form (C.O.C.) will be used.

Definition of Chain of Custody (C.O.C.):

Federal regulations defines "chain of custody" in the following way:

"Procedures to account for the integrity of each urine or blood specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen."

The C.O.C. Form:

The drug testing custody and control form (C.O.C.) is used to document the chain of custody to the laboratory. These forms are multi-part carbonless forms to allow for copies to be retained by the laboratory, to be shared by the MRO, the employee and the Town's designated representatives. These forms will be maintained as a permanent record on which all necessary identifying data and the collection process are retained.

Preparation for Testing:

In addition to using a custody and control form, other safeguard procedures, in preparation of testing, include:

- A. Use of clean, single use specimen bottle;
- B. Use of a tamperproof seal system;
- C. Use of a shipping container that can be sealed and initialed after depositing both specimen and C.O.C. documentation;
- D. Written procedures and instructions for collection site person.

Written Procedures:

The written procedures for the collection site person emphasizes that the collection site person is responsible for maintaining the integrity of the specimen collection and transfer process.

Unless it is impractical for any. other individual to perform this function, a direct supervisor of an employee will not serve as the collection site persons for testing purposes.

In any case, where collection is monitored or directly observed, the collection site person will be of the same gender as the employee/donor.

Specimen Collection: Security Procedures:

The collection site will be a secure location, closed to allow for maximum privacy. Security procedure require restricted access to collection materials and specimens. No unauthorized personnel will be permitted access to the collection site. No one other than the collection site person may handle specimens prior to their being placed securely in the mailing container.

To minimize the chance of error, the collection site person will collect only one specimen at any given time. The collection procedure for each specimen is completed when the urine bottle has been sealed and initialed, the custody and control form has been executed, and the employee has departed the collection site.

Laboratory Analysis:

In compliance with the FHWA/DOT drug testing regulations, the Town will only authorize laboratories certified by the Department of Health and Human Services (DHHS) to be used for the analysis of urine specimens the Town drug testing program. Certified laboratories, so utilized by the Town, will take security measures to ensure

accurate identification of each specimen internal chain-of -custody forms will be used at all times to track each specimen from the time it is received to the time it is destroyed.

NOTE: See Appendix D-1 for more information on initial screening and confirmation testing.

Reporting of Results:

The certified laboratory, chosen by the Town to analyze urine specimens of covered employees, will report the test results directly to the Town's designated Medical Review Officer (MRO). Both positive and negative results will be reported in a secure and confidential manner, and never verbally.

The report, as certified by the responsible laboratory individual, will indicate the drug/metabolites tested for, whether the results are positive or negative, the specimen number assigned by the Town and the drug testing laboratory identification number. Only specimens confirmed by GC/MS testing as positive are reported as positive.

The laboratory will also transmit to the MRO the original or certified copy of the chain-of-custody and control form and will identify the individual at the laboratory responsible for the day-to-day management of the laboratory process.

Review of Results/MRO:

The Medical Review Officer (MRO), designated by the Town, to review drug test results, will be a fully licensed physician and possess knowledge of drug abuse disorders. It is the primary responsibility of the MRO to review and interpret positive results obtained from the laboratory. The MRO will assess and determine whether alternate medical explanations could account for the positive test results.

To accomplish this task, the MRO may conduct medical interviews of the individual, review the individual's medical history and review any other relevant bio-medical factors. Additionally, the MRO will examine all medical records and data made available by the tested individual, such as evidence of prescribed medications. The MRO will not consider any drug test results that arise from urine collection or analysis which do not comport with FHWA/DOT regulations.

The MRO will give the individual testing positive an opportunity to discuss the test results prior to making a final decision. After the final decision is made, the MRO will notify the Town.

Testing of Split Sample:

The MRO will notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request test of the split specimen. If the employee makes such a request, the MRO will direct, in writing, the laboratory to provide the split specimen to another certified laboratory for analysis. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or unsuitable, the MRO will cancel the test and report cancellation and the reason for it to the DOT, the Town, and the employee

MRO Unable to Contact Employee:

If the Town's designated MRO, after making and documenting all reasonable effort is unable to contact a tested employee, the MRO will contact a designated management official of the Town to arrange for the individual to contact the MRO prior to going on duty. The MRO may verify a positive test without having communicated with the employee about the results of the test it:

- A. The driver expressly declines the opportunity to discuss the results of the test, or
- B. Within five (5) days after a documented contact by a designated management official of the Town instructing the employee to contact the MRO, the Employer has not done so.

Referral, Evaluation and Treatment:

The FHWA/DOT drug testing rules, following the Omnibus Act of 1991, require drivers be provided with an opportunity for alcohol or drug abuse treatment. The rules, however, do not require that the Employer pay for rehabilitation or hold a job open for a driver.

Specifically, the alcohol no drug ruling requires:

- A. That the drivers who violate alcohol or drug prohibitions be advised of the resources available to evaluate and resolve the problem.
- B. That the driver be evaluated by a substance abuse professional (SAP) to determine what assistance is necessary.
- C. That before returning to safety-sensitive duties a driver must:

1. produce a return-to-duty alcohol test of 0.02 alcohol concentration or less (if violation was alcohol related); or produce a verified negative return-to-duty controlled substances test (if violation was drug related).
2. if assistance was recommended, the driver must be evaluated by a Substance Abuse professional (SAP) to determine if treatment recommendations were followed.
3. be subject to a minimum of six (6) unannounced follow-up tests within the first year back to work.

NOTE: Follow-up testing can be done for up to five (5) years after return to work.

APPENDIX D-1

Every specimen is required to undergo an initial screen followed by confirmation of all positive screen results. This screen-confirmation process utilizes highly sophisticated techniques to detect minute levels of prohibited substances in urine.

Cutoff levels for initial screenings, confirmation of all positive screen results and cutoff levels for all specimens identified on the initial screening shall be in accordance with 49 CFR Part 40 Section 40.87.

Additionally, the list of specific drugs/substances that are subject to such testing shall be in accordance with 49 CFR Part 40 Section 40.87.

INITIAL TEST

	Initial Test Level (ng/ml)
Marijuana metabolites (THC)	15
Cocaine metabolites	300
Opiate metabolites	300
Phencyclidine	25
Amphetamines	1,000

All specimens identified on the initial screen must be confirmed by gas chromatography-mass spectrometry (GC-MS) at the cut-off levels shown in the next table. ALL confirmations must be quantitative in their analysis, which means that the specific, scientific level of drug contained in the collected specimen must be known

CONFIRMATORY TEST

	Confirmatory Test Level (ng/ml)
Marijuana metabolites (THC)	50
Cocaine metabolites	150
Opiate metabolites	
Codeine	300
Morphine	300
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

APPENDIX D-2

The First Selectman is designated by the Town to be available to all drivers for the purpose of answering any questions about the Town's Substance Abuse and Alcohol Misuse Policy, including information about the availability of materials on substance abuse and alcohol misuse.

APPENDIX D-3

Educational materials about the effects of substance abuse, including alcohol, are available to all Town drivers at the following locations:

1. _____

2. _____

3. _____

NOTE. A copy of the Town's Substance Abuse and Alcohol Misuse Policy is available to representatives of employee organizations. Specifically, this Appendix will serve as written notification to such representatives regarding the availability of educational materials for drivers.

APPENDIX D-4

HELP FOR SUBSTANCE ABUSE PROBLEMS:

Employees who want help with a substance abuse problem (self or can begin the helping process by calling the following telephone numbers:

ACKNOWLEDGEMENT

By my signature, I (print) _____ hereby acknowledge that I have received a copy of the Town Substance Abuse and Alcohol Misuse Policy. I also understand the policy prohibitions and consequences of policy violation. I understand that the Town requires employee alcohol and drug testing as a condition of employment and the consequences of failing an alcohol or drug test or refusing to be tested.

I further agree to cooperate and abide by the requirements and conditions of the Town's Substance Abuse and Alcohol misuse Policy and understand that failure to do so could be grounds for my termination.

EMPLOYEE SIGNATURE

DATE

REPRESENTATIVE

DATE

To be kept on file after employee has received a copy of policy and signed acknowledgement. This must be signed before testing begins.

Appendix E

The Town will provide the following insurance coverage for all regular, eligible full-time employees and their dependents for health, dental, vision and prescription drugs:

1. The Connecticut State Partnership Plan (health, dental and vision) and the prescription drug plan offered through the Connecticut State Partnership Plan. If the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted.
2. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP").
3. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
4. The carrier network for the plan will be the carrier selected by the State.
5. Premium share contributions shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.
6. If the State imposes additional fees or increases the Town's cost of the premium at the end of any contract year, employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution. The additional fees and/or increases in the premium, if any, will be paid as part of the employee's premium share contribution during the term of the contract year.
7. If the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.