COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF NAUGATUCK

AND

LOCAL 1303-12 OF COUNCIL 4, AFSCME, AFL-CIO

JULY 1, 2015 - JUNE 30, 2018

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This Agreement is entered into as of Dec 2, 2015 by and between the Borough of Naugatuck, a municipal corporation (hereinafter referred to as the "Borough") and Local 1303-12 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union').

WITNESSETH:

ARTICLE 1
RECOGNITION

The Borough agrees to recognize the above designated Union as the sole and exclusive representative of all Operations/Maintenance Division Employees and Engineering Division Employees, employed by the Borough, for the purpose of collective bargaining, provided that such representation shall not include the Department Heads, professional and supervisory personnel in the Engineering Department, Assistant Department Heads, Timekeeper, Office Clerical Personnel and Seasonal Employees. Part-time employees (working less than 20 hours) are not covered by this contract.

ARTICLE 2
UNION SECURITY

SECTION 1

During the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the effective date of this contract or from the date of their employment by the Borough, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and Bylaws of the Union, or in lieu of Union membership, pay to the Union a service fee equivalent to the amount uniformly required of its members.

SECTION 2

The Borough agrees to deduct monthly dues, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement who submit to the Employer a written authorization for dues deduction. The Union will save the Borough harmless from all claims, demands, suits or judgments arising from the implementation of this Article.

SECTION 3

The monthly dues and/or service fee remittances to the Union will be accompanied by a list of names of employees from whose wages such deductions have been made. The Union will save the Borough harmless from all claims, demands, suits or judgments arising from the enforcement of this paragraph.

All monies and job promotions agreed to in new contract shall be paid retroactive to anniversary date of contract.

ARTICLE 3
WAGE CLASSIFICATION

SECTION 1

A. OPERATIONS/MAINTENANCE DIVISION

Operations/Maintenance Division employees hired prior to July 1, 2013 for a bargaining unit position shall maintain his current wage classification (as set forth below), provided such employee remains in the same wage classification.

In the event that he either transfers to a different bargaining unit position or is promoted or demoted, the wage classification set forth in Section B shall apply to such employee (as determined by the Borough).

	July 1, 2015	July 1, 2016	July 1, 2017
	2.5%	2.5%	2.75%
General Foreman	$33.17	$34.00	$34.94
Supervisor (Green Keeper)	$29.81	$30.56	$31.40
Road Foreman	$28.48	$29.19	$30.00
Garage Foreman	$28.48	$29.19	$30.00
Working Foreman	$28.48	$29.19	$30.00
Crew Leader	$25.85	$26.50	$27.23
Chief Mechanic	$25.85	$26.50	$27.23
Greens Leader (Crew Leader)	$25.85	$26.50	$27.23
Operator-Driver	$25.19	$25.81	$26.52
Driver-Mason	$25.19	$25.81	$26.52
Laborer-Mason	$25.19	$25.81	$26.52
Driver-Laborer	$24.50	$25.11	$25.80
Driver-Laborer/ Permanent Patch	$24.50	$25.11	$25.80
Driver-Laborer Sewer Maintenance	$24.50	$25.11	$25.80
Greens Keeper (Driver Laborer)	$24.50	$25.11	$25.80
Laborer	$24.19	$24.79	$25.47

B. OPERATIONS/MAINTENANCE DIVISION

All employees hired on or after July 1, 2013 in the Operations/Maintenance Division shall be hired as generalists and must have a CDL at the time of hire.

Such employees and bargaining unit employees hired prior to July 1, 2013 who either transfer to a different bargaining unit position or are promoted or demoted, shall be placed in one of the following wage classifications (as determined by the Borough):

	July 1, 2015	July 1, 2016	July 1, 2017
	2.5%	2.5%	2.75%
General Foreman	$33.17	$34.00	$34.94
Supervisor Greens Keeper	$29.81	$30.56	$31.40
Foreman	$28.48	$29.19	$30.00
Chief Mechanic	$25.85	$26.50	$27.23
Crew Leader	$25.85	$26.50	$27.23
Driver/Laborer	$24.50	$25.11	$25.80
Laborer	$24.19	$24.79	$25.47

SECTION 2- ENGINEERING DIVISION

	July 1, 2015	July 1, 2016	July 1, 2017
	2.5%	2.5%	2.75%
GIS Technician	$25.04	$25.67	$26.37
Engineering (Sewer)	$25.72	$26.36	$27.09
Engineering (Party Chief)	$28.62	$29.34	$30.15

ARTICLE 4
HOURS OF WORK

SECTION 1

The hours of work for Operations/Maintenance Division Employees shall be from 7:00 a.m. to 3:00 p.m., including one-half (½) hour for lunch. The one-half (½) hour allotted for lunch includes wash up time, travel time, set up and break down time

SECTION 2

For Operations/Maintenance Division employees, time and one-half (1½) shall be paid for all worked in excess of eight (8) in any twenty-four (24) hours or in excess of forty (40) hours in any one (1) week, but overtime paid on a daily basis shall not be duplicated on a weekly basis. All work performed on a Saturday shall be at time and one-half (1½) rate. All work performed on a Sunday shall be at double (2x) time rate.

SECTION 3

In the event that a Borough employee in the Operations/Maintenance Division covered by this contract is called back to work more than one (1) hour after completion of the daily shift, including overtime, the employee will be provided a minimum of four (4) hours work or pay at time and one-half (1½) for such callback period.

Borough employees in the Engineering Division covered by this contract called back to work more than one (1) hour after completion of the daily shift, including overtime, will be guaranteed a minimum of four (4) hours work or pay at time and one-half (1½) for such callback period.

Borough employees covered by this contract, when notified prior to leaving work, Monday through Friday, of scheduled overtime, are required to work, and shall be paid for the actual hours worked at time and one-hour (1½).

If Department of Public Works employees are required to work twenty-four (24) consecutive hours, the rate for the next regular shift shall be increased by fifty cents ($.50) per hour.

SECTION 4

A. Double (2x) time shall be paid for all work performed on paid holidays, plus holiday pay.

B. A meal allowance will be given to each employee after a normal work schedule, providing that the overtime is non-scheduled and between 6:00 p.m. and 6:00 a.m. and after four hours work. If working on non-scheduled overtime on a Saturday, Sunday or holiday, the meal allowance shall be paid. Effective upon approval of this Agreement, the meal allowance is $10.00 (not retroactive).

C. All employee will receive a clothing/cleaning/safety allowance of nine hundred fifty dollars ($950.00) payable with the first pay period in July annually. Said clothing allowance shall be used to purchase Borough approved clothing/shoes not provided by the Borough.

   The Borough shall provide bargaining unit employees who have completed his/her probationary period with shirts and a jacket on an as needed basis (as

determined by the Director of Public Works or his designee), as set forth in the Borough's uniform policy.

Employees, while on duty, shall be required to wear shirts, vests and a jacket (when necessary) that contain the Borough's insignia.

Safety shoes must be worn by Operations/Maintenance Division employees at all times while at work.

Said clothing allowance shall be prorated in the event that an employee severs his employment with the Borough for any reason prior to completing a full year and the Borough may deduct its share from any sums owed to said employee.

SECTION 5

The General Foreman, Park Foreman and Golf Supervisor will determine whether Operations/Maintenance Division employees under his/her direct supervision will work overtime to complete any project started prior to the conclusion of the employee's regular work day, provided, such overtime is authorized, in advance by the Department Head or his/her designee.

SECTION 6 - Operations/Maintenance Division Hours of Work for work performed on the golf course

From April 1st to October 31st, the work day for Operations/Maintenance Division employees utilized at the golf course shall be from 6:00 a.m. to 2:00 p.m.

During this time, Operations/Maintenance Division employees utilized at the golf course shall be paid one and one-half times (1½) their regular hourly rate of pay for weekend work (Saturday and Sunday).

SECTION 7 – Engineering Division Hours of Work

The hours of work for the Engineering Division employees shall be 7:00 a.m. to 3:30 p.m. (for the Inspector) and 8:00 a.m. to 4:30 p.m. (for the Surveyor and GIS Technician) with one-half (½) hour for lunch for all employees. Overtime shall be paid after eight (8) hours in one (1) day or forty (40) hours in one week. The Engineering Division employees shall be paid in the same manner as the other bargaining unit employees.

SECTION 8

A. There will be a ten (10) minute coffee break in the morning and afternoon.

B. There will be a six (6) minute allowance for wash up before quitting time.

SECTION 9 - Work Week Payroll

The work week payroll shall be computed from Sunday through Saturday. The payday will be in accordance with State laws on a day established by the Controller. The work week shall be Monday through Friday.

SECTION 10

All overtime records shall be posted in a conspicuous place in each department monthly.

SECTION 11

A concerted refusal to work overtime shall be considered a violation of the no-strike article.

SECTION 12

A chart will be prepared and posted at the yard showing the amount of overtime charged to each employee.

Overtime shall be offered within the Operations/Maintenance Division and the Engineering Division.

In the event that either: (1) a state of emergency is declared by the Mayor; or (2) the Director of Public Works determines that employees are required to report to work, such employees shall report to work in accordance with the directive of the Director of Public Works or his/her designee.

SECTION 13

Employees will be expected to meet all overtime assignments. Employees shall be charged red hours for all overtime hours refused, black hours for all hours worked and green hours for overtime opportunities that the employee was not available due to being out due to vacation, personal leave, sick leave or any other form of leave (paid or unpaid).

The total of these hours shall be the employees standing on overtime.

Employees shall not accumulate more than thirty-two (32) red hours in a contract year. Accordingly, any employee who reaches thirty-two (32) red hours in a contract year may not refuse overtime during the remainder of such contract year. Winter snow storm overtime shall not apply to the cap of thirty-two (32) red hours in a contract year.

SECTION 14

The Department Heads will make any decision as to whether or not any projects will be done by Department employees or be subcontracted and his decision will not be subject to arbitration. No layoffs shall occur as a result of such subcontracts.

SECTION 15

Every employee, at his own expense, must have a telephone and must provide his employer with the telephone number.

SECTION 16

Foremen and crew leaders shall be paid one-half (½) hour at one and one-half (1½) times his regular hourly rate of pay for calling in other employees from their homes.

SECTION 17

The General Foreman may be required, at the direction of the Director of Public Works to attend various Borough meetings and shall be paid at the rate of time and one-half (1½) his regular hourly rate of pay for any meeting outside of his normal workday that he is required to attend by the Director of Public Works.

SECTION 18

No employee shall be allowed to use a Borough vehicle outside of his regular work hours.

Accordingly, unless authorized by the Director of Public Works or his/her designee, Borough vehicles and/or equipment shall not be used for personal use and may only be used for work related activities.

ARTICLE 5
HOLIDAYS

SECTION 1

Except as set forth below, all employees covered by this Agreement shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King Day (observed)
President's Day
Good Friday
Memorial Day
Independence Day (observed)
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Day after Christmas

Labor Day

Said employees will be paid their regular hourly rate on said holidays as follows: All employees - eight (8) hours.

To receive holiday pay, an employee must work either the day before said holiday or the day following said holiday.

Any exception to this rule cannot be made unless written approval of either the Department Head or the Mayor is received.

An employee out of work due to a workplace injury shall not be eligible for holiday pay during his/her absence if the employee is receiving any form of workers' compensation benefits during the absence.

SECTION 2

Saturday and Sunday holidays shall be celebrated as officially designated by the State.

SECTION 3

If a holiday occurs while an employee is out on sick leave, the day shall be charged as a holiday and not charged as sick leave.

ARTICLE 6
VACATIONS

SECTION 1

A. An employee is eligible for one (1) week of vacation upon completion of six (6) months of service.

B. Upon completion of one (1) year of service but less than five (5), an employee shall be eligible for two (2) weeks of vacation.

C. Upon completion of five (5) years of service but less than ten (10), an employee shall be eligible for three (3) weeks of vacation.

D. Upon completion of ten (10) years of service but less than fifteen (15), an employee shall be eligible for four (4) weeks of vacation.

E. Upon completion of fifteen (15) years of service, an employee shall be eligible for five (5) weeks of vacation.

SECTION 2

The accrual date for vacations will be the anniversary day of employment. Employees with six (6) months or more of employment, who leave the employment of the Borough after six (6) months and have not taken their vacation, will be paid for the said vacation.

SECTION 3

Vacation time must be taken so that the normal conduct of the Department business will not be impaired. All vacation schedules shall be subject to approval by the Department Heads. In the event more than one (1) employee desires the said vacation time off, any conflict will be determined by seniority. All vacations must be taken at least one (1) week at a time, except as permitted by the Department Heads.

SECTION 4

In the event that a paid holiday falls during an employee's vacation period, the employee shall receive holiday pay and not be charged a vacation day.

SECTION 5

Employees may not accumulate vacation time off and the vacation time off must be taken.

SECTION 6

Except as set forth below, an employee out of work on a vacation day shall not be subject to being called in to work by the Borough 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 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.

If due to an emergency, an employee is called in to work during ~~their~~ his/her vacation, he/she shall be paid time and one-half (1½) for all hours worked, with a minimum of four (4) hours work or pay at time and one-half (1½).

SECTION 7

Employees shall receive their vacation pay at the time of vacation provided that the employee provides his/her Department Head with a written request at least five (5) days prior to the payday that precedes the vacation period.

ARTICLE 7
ATTENDANCE AND LEAVE OF ABSENCE

SECTION 1

Each employee with more than one (1) year of service shall, on July 1st receive fifteen (15) sick days for the forthcoming contract year.

SECTION 2

Payment shall be made in a lump sum for unused sick days in accordance with the schedule below that have been accumulated if the employee meets the following criteria:

A. Termination, except discharge for just cause, if the employee has five (5) years service or more;
B. Retirement;
C. Death. In the event of an employee's death, his spouse and/or children shall receive said payment. If the employee has neither spouse nor children such payment shall be made to his estate.

Payment for Unused Sick Day Schedule

- Employees hired on or after January 1, 2013 shall receive payment for a maximum of thirty (30) unused sick days.

- Employees hired prior to January 1, 2013 who have accumulated less than ninety (90) sick days as of July 1, 2012 shall receive payment for a maximum of ninety (90) unused sick days.

- Employees hired prior to January 1, 2013 who have accumulated ninety (90) or more unused sick days as of July 1, 2012 shall receive payment for all unused sick days, provided, however, such employees:

    - may not receive payment for any unused sick days beyond the number of sick days they had accumulated as of July 1, 2012.

SECTION 3

New employees shall accumulate sick days at the rate of one and one-quarter (1.25) days per month for the first year of employment. Upon completion of one (1) year of service, employees shall receive sick days prorated at one and one-quarter (1.25) days per month until the next July 1st when they shall receive fifteen (15) sick days per year.

An employee out of work on a sick day shall not be subject to being called in to work by the Borough until his first day back to work from such absence caused by the sick day.

SECTION 4

Five (5) of the annual sick leave days shall be available for use as personal leave days. Every employee must notify his employer at least twenty-four (24) hours in advance of his intention to use a personal day, unless there is a verifiable emergency.

SECTION 5

Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion, but shall be allowed only in case of necessity arising from an actual sickness or disability of the employee.

SECTION 6

Employees must contact the Director of his/her Division or his/her designee at least thirty (30) minutes prior to the beginning of the workday to notify him/her of the intended sick day, unless excused from providing such notice by the Public Works Superintendent or the Director of Public Works. Contact can be made by leaving either a message on the Director of his/her Division or his/her designee's voice mail or a text message.

Sick leave shall not be granted unless the Director of the employee's Division or his/her designee has been contacted, as set forth herein, or the Public Works Superintendent or the Director of Public Works has excused the employee from providing notice.

SECTION 7

A pattern of absenteeism or abuse of absences may be the basis for discipline and/or unpaid time or other action deemed appropriate by the Borough.

SECTION 8 - Absence Due to Compensable Injury

With respect to an employee who was absent from work prior to June 30, 2015 due to an accident or injury that occurred while in the course of performing his duties for the Borough, he will receive supplemental benefits in addition to workers' compensation benefits (temporary total or temporary partial disability benefits, whichever is applicable) so as not to suffer loss of earnings.

Effective with any illness or injury claimed on or after July 1, 2015, an employee who is absent from work due to an accident or injury that occurred while in the course of performing his duties for the Borough will receive supplemental benefits in addition to workers' compensation benefits (temporary total or temporary partial disability benefits, whichever is applicable) so as not to suffer loss of earnings for a period up to fifty two (52) weeks from the date of the injury.

In cases where the accident or injury causes an absence of less than seven (7) days, the Borough shall pay the difference in regular straight time wages for the first three (3) days of absence and a supplementary payment for the period beyond three (3) days (up to the seven (7) day maximum set forth herein).

No payment will be made if the loss of time is caused by intoxication or willful misconduct on the part of the employee.

SECTION 9 – Bereavement Leave

An employee absent due to a death in the immediate family or of a dependent, who lives in the household, will be paid his regular salary or hourly rate for the time lost from work, but not in excess of three (3) days and not beyond the date of the funeral. "Immediate Family" is defined to mean - husband, wife, father. mother. grandparents. grandchildren. children, brothers, sisters, stepmother, stepfather, stepchildren, mother-in-law, and father-in-law. These relationships are intended to cover both legal and blood relatives.

SECTION 10 - Military Leave

Military Leave shall be granted in accordance with applicable state and federal law and Borough policy.

SECTION 11 - Jury Duty Leave

Any employee called for Jury Duty will receive the difference between his regular base pay (excluding overtime) and the Jury Duty pay.

SECTION 12 - Leave of Absence Without Pay

Upon the recommendation of the Department Head and approval in writing by the Mayor. leaves may be granted if it appears to be in the best interest of the Borough. Such leaves may be for illness in the immediate family.

SECTION 13 - Cancellation of Leaves

Employees who do not return to work on their expected date will have their leave cancelled and services terminated with all privileges cancelled. Employees cannot accept

other outside employment while on approved leaves of absence. Any violation of this will result in immediate dismissal.

ARTICLE 8
INSURANCE

Effective July 1, 2015 through December 31, 2015, all bargaining unit employees shall have the choice of the following plans for the eligible employee and his/her dependents (except where otherwise stated):

a) Health Benefit Plan with a drug and vision rider (Option 1); or
b) HDHP Plan with a vision rider (Option 2).

Effective July 1, 2015 eligible bargaining unit employees will contribute a cost-share toward the annual premium of the aforementioned plan in the following amounts:

		July 1, 2015 – December 31, 2015
Option 1:	Health Benefit Plan	11.5%

		January 1, 2016	January 1, 2017	January 1, 2018
Option 2:	HDHP Plan	6%	4%	3%

Option 1:

Health Benefit Plan co-pays:

	July 1, 2015 – December 31, 2015
Office	$25
Inpatient	$200
Outpatient	$150
ER	$100
Urgent Care	$25
Prescription:	$5/$25/$40

Out of Network deductible $1,000/$2,000/$2,500
70%/30%

Option 2:

HDHP:

Effective January 1, 2016 – December 31, 2016:

- $2,000/$4,000 deductible
- 100% in network
- 70%/30% out of network
- $2,000/$4,000 in network/$4,000/$8,000 out of network

Effective January 1, 2017 – December 31, 2017 and January 1, 2018 – December 31, 2018:

- $2,000/$4,000 Annual Deductible
- 100% in network after deductible (except with respect to prescription drugs)
- 70%/30% out of network
- $5,000/$10,000 out of network maximum
- Upon satisfaction of the (HDHP) deductible, prescriptions subject to $5 Generic/ $20 Brand Name/ $35 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply)

The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes

Vision with a $0 co-pay.

Out of country will be at charges based upon the carrier's policy for urgent and emergency care.

In year 1 of the contract (January 1, 2016 through December 31, 2016), the Borough agrees to contribute fifty percent (50%) of the deductible.

In year two (January 1, 2017 through December 31, 2017) of the contract, the Borough agrees to contribute forty percent (40%) of the deductible.

In year 3 (January 1, 2018 through December 31, 2018) of the contract, the Borough agrees to contribute twenty-five percent (25%) of the deductible.

Effective January 1, 2016, the HDHP described herein shall be the insurance plan available to eligible employees. Enrollees in the HDHP shall have a Health Savings Account ("HSA") to defray deductible expenses. A HSA is not health insurance, it is a bank account.

The employee will be responsible for opening the HSA account at either Naugatuck Valley Savings and Loan Association or ION Bank. In the event that either Naugatuck Valley Savings and Loan Association or ION Bank imposes any bank fees associated with maintaining the HSA account, the parties agree to jointly select another bank for the HSA account. The Board will make provisions for a before tax direct deposit payroll deduction for employees who elect the HSA plan.

During the life of the contract, the Borough's applicable contribution toward the deductible will be deposited in the employee's HSA on or about January 1st annually.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account (if the employee decides to fund his/her portion of the deductible).

The parties acknowledge that the Borough's contribution toward funding the deductible is not an element of the underlying plan. Accordingly, the Borough shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

Part-time bargaining unit employees shall be eligible for prorated health insurance benefits (the premium share contribution for part-time employees shall be twenty-five percent (25%)).

If an employee elects to change options, open enrollment shall take place in June and November of each year.

Upon an employee's reaching the age of sixty-five (65), the employee shall have the option of either: (1) the Borough provided health insurance plan (with the applicable premium share contribution); or (2) enroll in Medicare in lieu of the Borough provided health insurance plan.

Upon retirement, an employee who is under the age of 65 and not Medicare eligible, shall receive the same health insurance option that is offered to active employees.

Upon retirement, an employee who is under the age of 65 and not Medicare eligible, who was employed by the Borough in a bargaining unit position prior to the ratification date of this Agreement, shall pay the same percentage premium share contribution that he was paying at the time of his retirement regardless of any changes to the percentage premium share contribution negotiated for active employees after such date of retirement. Throughout retirement, such retiree shall be subject to any plan changes negotiated and implemented for active employees.

Upon becoming Medicare eligible, an employee who was employed by the Borough in a bargaining unit position prior to the ratification date of this Agreement, shall be transferred to Medicare Supplemental Plan F and shall contribute annually throughout his retirement the same percentage premium share contribution for supplemental insurance that he was paying at the time of his retirement regardless of any changes to the percentage premium share contribution negotiated for active employees after such date of retirement. Throughout retirement, such retiree shall be subject to any plan changes negotiated and implemented for active employees.

Upon retirement, an employee who is under the age of 65 and not Medicare eligible, who was hired on or after the ratification date of this Agreement, shall pay the same

percentage premium share contribution negotiated for active bargaining unit members and will be subject to any plan changes negotiated and implemented for active employees.

Upon becoming Medicare eligible, an employee who was hired on or after the ratification date of this Agreement shall be transferred to Medicare Supplemental Plan F and shall contribute annually throughout his retirement the same percentage premium share contribution negotiated for active bargaining unit members for supplemental insurance equivalent and will be subject to any plan changes negotiated and implemented for active employees.

The Borough shall have the right to change current insurance carriers or self-insure for all of or for some of the aforementioned insurance provided that such modification(s) substitute benefits are substantially equivalent to or better than the benefits set forth herein on an overall plan benefit basis.

SECTION 2

A. The Borough agrees to purchase from an insurance carrier of its selection for each employee who has completed his probationary period life insurance in the amount of one (1) times the employees' base annual earnings (excluding overtime) to a maximum of fifty thousand dollars ($50,000.00).

B. Retired employees covered by the pension plan shall receive life insurance in the amount of five thousand dollars ($5.000.00).

SECTION 3

Detailed questions of interpretation and related matters of insurance will be determined by the master policy issued by the insurance carrier.

SECTION 4

Employees eligible for health insurance benefits may waive coverage provided by the Borough and be paid twenty-five percent (25%) of the medical premium costs that the employee is eligible for to a maximum of one thousand five hundred dollars ($1,500.00) for waiving individual coverage, two thousand five hundred dollars ($2,500.00) for waiving two person coverage and three thousand five hundred dollars ($3,500.00) for waiving family coverage, to be paid on June 30th of each fiscal year.

Employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the Human Resources Director prior to May 1st of each fiscal year.

ARTICLE 9
SENIORITY

SECTION 1

The Borough and the Union hereby recognize and accept the principle of seniority for layoffs and recall. All layoffs, transfers, assignments to available vacancies and rehired shall be made in accordance with the rule of seniority by division based upon length of service of the employee with the Borough, provided the employee has sufficient skill and ability to perform the available work with a minimum period of training.

SECTION 2

Layoff will take effect as follows:

A. Part-time employees within the division affected.

B. In the event of a layoff or elimination of a position, the employee shall have the right to bump a less senior employee laterally or downward within his division.

C. No union member who is employed as of March 13, 1996 shall be laid off except an employee can be disciplined including termination for just cause. The provisions of this Article do not restrict any Department Head from eliminating a position when it becomes unnecessary or vacant in his opinion. The effected employee will have the right to assume a position according to the posting, bidding, and seniority procedure.

SECTION 3

The Borough will not be obliged to transfer to other jobs where there is an emergency layoff for a period not in excess of one (1) week.

SECTION 4

Rehiring shall be conducted in the reverse order of layoffs, with due consideration given to the skill and ability of the employees to do-the required job.

SECTION 5

No new employees shall acquire seniority until after one hundred twenty (120) working days of continuous service from their date of hire. Working days shall be defined as days that the employee actually attended a full day of work. After one hundred twenty (120) days of continuous service, seniority shall date back to the date of hire. During this period, said employees shall have no seniority rights, but shall be subject to all clauses (except the grievance procedure with respect to disciplinary matters) in this Agreement. Unemployment for one week or less during such period shall not be considered to be

an interruption of continuous employment. In the case of such new employee, there shall not be any responsibility on the part of the Borough for continued employment or for reemployment if laid off before the completion of this one hundred twenty (120) days of continuous service.

SECTION 6

An employee shall lose seniority status:

A. if he quits voluntarily;
B. if he is discharged for proper cause;
C. if he is absent, except in case of layoff, for three (3) working days without notifying the Borough, unless he furnishes to his Department Head an adequate reason for failure to return;
D. if he is absent from work for a period of six months.

SECTION 7

An employee will be given an opportunity to transfer to another bargaining unit position if he is scheduled to be laid off if there is a vacancy and funds to do so, provided the employee has the necessary ability to perform the work in question. An employee transferred to another bargaining unit position shall retain his earned benefits and his service seniority for vacation purposes.

SECTION 8

A. All vacancies or new positions within the bargaining unit that the Borough decides to fill shall be posted, listing the job description and the rate of pay, for seven (7) working days and all interested parties shall have the right to apply for the position.

   Applications shall be reviewed at the end of seven (7) days with notice to the President of the Union or his designee of the name(s) of the applicants.

   With respect to Foreman position(s), vacancies and new positions, the internal Borough applicant with the highest seniority within the division shall be given first opportunity to fill the position, provided he/she has the qualifications and the ability to perform the work of the posted job. Provided further that within the Operations/Maintenance Division, a qualified applicant who regularly works where the vacancy exists (i.e. – the garage, highway, building or golf and park), shall be given the first opportunity to fill the position, provided he/she is the most qualified of all of the applicants to perform the day-to-day functions of the position and he/she has the ability to perform the work.

If no one in the division applies for the position, the position shall be posted outside of the bargaining unit, if the Borough deems it necessary to fill the position.

With respect to any Foreman position, vacancy or new position, qualifications and ability shall be determined by the Director of Human Resources, prior to any internal applicant filling such position.

The Borough, at its discretion, may test the applicant(s) for the position in order to assist the Borough in assessing the candidates' qualifications and ability. The Borough agrees to work in collaboration with the Union with respect to the content of the test prior to testing any internal applicants.

B. The successful applicant shall be on probation for a period of sixty (60) working days. If at the end of his probationary period, he has not performed satisfactorily in the opinion of the Borough or if during the probationary period it becomes apparent that the employee does not have the necessary aptitude, he shall revert to his former position.

SECTION 9

A list of regular employees, showing their seniority shall be prepared by the Borough annually and given to the Union on or before October 1st of each contract year. New employees shall be added to this list upon completion of their probationary period.

ARTICLE 10
TRANSFERS

SECTION 1

When an employee works in a higher classification for the major portion of the day, he shall receive the higher rate of pay for the time worked in that classification. If total man-hours of all employees working in this higher job classification during any year of this contract, reaches or exceeds one thousand forty (1,040) hours, such position shall be filled according to the contract. Management will report on such accumulation to the Union on an annual basis.

SECTION 2

An employee may be transferred from a classification to another classification on a temporary basis for up to a period of three (3) weeks. If the transfer is to a higher pay grade, he shall receive the higher pay; if it is a lesser pay grade, he shall not have his pay cut, but it will remain the same.

The parties acknowledge and agree that the Borough may utilize employees within each Division as determined by the Borough.

ARTICLE 11
GRIEVANCE PROCEDURE

SECTION 1

Definitions:

For purposes of this Article, the term "days" shall mean calendar days.

A "grievance" shall be defined as a misapplication or misinterpretation of a specific provision of this Agreement.

SECTION 2

Procedure

Step 1 A grievance shall be submitted, in writing, to the Director of Public Works within fifteen (15) days of when the employee knew or should have known of the act or omission which is the basis of the grievance. The Director of Public Works or his/her designee shall give his/her answer within five (5) days after receipt of the grievance.

Step 2 If no satisfactory settlement is reached at Step 1, within five (5) days after the answer of the Director of Public Works or his/her designee is given, the matter shall be referred to the Director of Human Resources or his/her designee. The Director of Human Resources or his/her designee shall render a written decision within ten (10) days of receipt of the grievance.

Step 3 If no satisfactory settlement is reached at Step 2, within five (5) days after the answer of the Director of Human Resources or his/her designee is given, the matter shall be referred to the Mayor or his/her designee. The Mayor or his/her designee shall render a written decision within ten (10) days receipt of the grievance.

Step 4 **Arbitration**

If the grievance is not satisfactorily settled at Step 3 the Union may submit the dispute, within fifteen (15) days of the date of the decision at Step 3, to arbitration with the Connecticut State Board of Mediation and Arbitration.

The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from or modify the terms of this

Agreement. The fees and expense, if any, of the arbitrator shall be shared equally by the Borough and the Union.

SECTION 3

Any grievance or dispute may be withdrawn at any step in the procedure, without prejudice to the employee, the Borough or the Union.

SECTION 4

The mediation services of the State Board of Mediation and Arbitration may be used prior to any step of the grievance process (after step one) by mutual written agreement of the parties. In the event that the parties agree to the use of mediation, the time lines set forth above for steps 2-4 shall be tolled until the conclusion of mediation. If the mediation is unsuccessful, the time lines shall recommence on the day following the mediation.

SECTION 5

Time limits shall be strictly construed. However, all grievance time limits may be extended by written agreement between the Borough and Union on a case-by-case basis, except the original filing of the grievance.

ARTICLE 12
NO STRIKE

During the term of this Agreement, there shall be no strike. Refusal to work, slowdown or other interference with operations of the Borough by the Union or by any of its members. In the event of a strike, it is agreed that this Agreement shall forthwith terminate, and the Borough shall be at liberty to summarily discharge all striking employees. It is further agreed that the provisions of Article 11, above, may not be invoked by the Union over the discharge of an employee for violation of this Article.

ARTICLE 13
HEALTH & SAFETY

The asphalt crew shall consist of six (6) individuals: Laborers, Rakers, Skid Box Operator and Roller Operator when the Skid Box is required. In conditions where it is advisable, one extra man shall be allowed.

ARTICLE 14
DEPARTMENT HEAD-DESIGNATE

The Borough and the Union agree that in the absence of a Department Head, his designated choice will be recognized as Acting Department Head, and shall exercise the full authority of the Department Head.

Any employee aggrieved by what he may consider an unjust suspension for any length of time may take action as outlined in the contract under the grievance procedure.

ARTICLE 15
THE DUTIES OF THE JOB

SECTION 1

The terms of job classification such as driver, driver-operator, are used to designate the normal function of any employee. It is not to be interpreted that an employee shall only "drive" and when not driving remain idle in a parked vehicle. An employee is expected to work during the hours of his employment, and to follow the instructions of his supervisors.

SECTION 2

Any employee may be assigned to a higher job classification by the Foreman or Department Head for purposes of expedience, on the job training, or when the Department Head deems it in the best interest of the Borough.

SECTION 3

It is agreed and understood that when a Driver-Operator or Driver is running a job, those employees working with him will follow his directions and he will receive crew leader pay provided that he has at least three (3) employees under his supervision. It is understood that the letter of understanding between the parties on this issue is incorporated into this Agreement and will be followed by the parties hereto from this date forward.

ARTICLE 16
PENSION PLAN

A. There is a Pension Plan for all employees which is attached hereto as part of this Agreement, which is marked Schedule "A".

The retirement provisions of the Pension Fund as negotiated between the Borough of Naugatuck, the Naugatuck Board of Education and Locals 1303-12 and 1303-50 of Council 4, AFSCME, AFL-CIO Public Works Employees Union and Board of Education Employees Union is attached to the Collective Bargaining

Agreement and made a part of such Agreement. The parties agree that pension negotiations shall be conducted separate from negotiations for successor collective bargaining agreements, and that such pension negotiations shall be conducted as multi-union and multi-employer coordinated coalition bargaining negotiations.

B. **Pension Addendum Clarification:**

Medical and Life Insurance for Retirees

It is understood by the parties that employees and enrolled dependents are covered for medical insurance after the employee retires as provided and paid for by the Borough and as listed in Section A and B of the above mentioned Schedule As Addendum to Working Agreement, except it is also understood that enrolled dependents are not covered for life insurance.

ARTICLE 17
LONGEVITY

In addition to any other benefits or compensation to which he may be entitled to in each fiscal year, each employee who has completed ten (10) years of service with the Borough as of October 1st of each fiscal year, shall receive a longevity increment of two hundred fifty dollars ($250.00) payable on or about October 30th of each fiscal year.

Employees with twenty (20) years of service with the Borough as of October 1st of each fiscal year shall receive a longevity increment of five hundred dollars ($500.00) payable on or about October 30th of each fiscal year.

ARTICLE 18
TOOL REPLACEMENT ALLOWANCE

Mechanics who are required to furnish their own tools on the job shall receive an annual one hundred dollar ($100.00) tool reimbursement payable in the same manner as the clothing allowance.

In order to receive such reimbursement, the tool(s) must be approved in advance, in writing, by the Director of Public Works or his designee and a detailed receipt must be submitted.

ARTICLE 19
MILEAGE REIMBURSEMENT

Employees shall receive reimbursement at the federal IRS rate for the use of their vehicle on Borough business.

ARTICLE 20
MISCELLANEOUS

SECTION 1

Employees may only punch in or out for themselves and not other employees. Accordingly, an employee punching in for another employee and the employee who is being punched in for shall be subject to discipline if an employee punches in or out for another employee.

SECTION 2

GPS and/or security cameras (with the audio disabled) installed in Borough vehicles or Borough facilities may be used for, including but not limited to, efficiency, emergencies, safety and/or discipline. The Town agrees that in cases of discipline, it will, if possible, obtain additional evidence through investigation or other techniques to verify the GPS or security camera information.

SECTION 3

Effective with any illness or injury claimed on or after July 1, 2015, if any illness or injury results in a disability, the Borough shall have the right to retire or discharge the employee whenever the undisputed medical prognosis indicates that the employee will not be able to perform the essential functions of the position with reasonable accommodations (as determined by the Borough) that the employee held prior to the injury or illness.

Effective with any illness or injury claimed on or after July 1, 2015, if any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position with or without reasonable accommodations for a period of either twelve (12) consecutive months or eighteen (18) months during a twenty-four (24) month period, the Borough shall have the right to retire or discharge the employee.

ARTICLE 21
DISCIPLINE

SECTION 1

A regular full-time, non-probationary employee shall not be disciplined and/or discharged except for just cause.

SECTION 2

Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

1. verbal warning.
2. written warning.
3. suspension without pay.
4. discharge.

The Borough and the Union agree that the Borough may take disciplinary action without the need for progressive discipline either: (1) when an offense is of such a nature that warrants it; or (2) for any of the offenses listed herein under Article 21, Section 6.

SECTION 3

The parties agree that verbal warnings shall not be subject to the grievance procedure set forth herein under Article 11.

SECTION 4

All notices of disciplinary action, except verbal warnings, must be in writing to the employee, with a copy to the Union President.

SECTION 5

In the event that an employee is required to meet with supervisory personnel for disciplinary action, the employee may, at his/her discretion, have the Union Staff Representative or Union Steward present at such meeting.

SECTION 6

The following are grounds for immediate dismissal by the Director of Public Works:

A. Drinking during working hours or drunkenness on the job;
B. Abuse of equipment;
C. Failure to obey orders from Department Heads;
D. Abuse of sick leave;
E. Any conduct which, in the opinion of the Department Head, constitutes gross neglect or willful misconduct;
F. Removal of any items from the recycling center (without authorization);
G. Either removal of or personal use of Borough equipment (without authorization);
H. Drug use during working hours or being under the influence of drugs during working hours;
I. Any theft;
J. Any fighting (on duty).

ARTICLE 22
MANAGEMENT RIGHTS

Except as otherwise limited by an express provision of this Agreement, the Borough reserves and retains, whether exercised or not, all the customary rights, powers and prerogatives of management. Such rights include, but are not limited to, establishing standards of productivity and performance of its employees; determining the mission and methods and means necessary to fulfill that mission, including the right to determine staffing levels; to establish new positions; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations; and to determine and/or change methods, processes, equipment and facilities or the discontinuation of services, positions or programs in whole or in parts; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, discharge or taking of any other appropriate action with regard to its employees; the relief from duty of its employees due to lack of work or for other legitimate reasons; the establishment of reasonable work rules.

ARTICLE 23
COMMERCIAL DRIVER'S LICENSE

Any employee hired on or after January 1, 2013 shall be terminated from employment if he loses his CDL, has his CDL suspended for any period of time or fails to reapply for a CDL.

Any employee hired prior to January 1, 2013 who holds a position that requires a CDL, who loses his CDL or has his CDL suspended, shall be provided with a laborer position for one (1) year, at the laborer's rate of pay. If at the conclusion of the one (1) year period the employee has not had his CDL reinstated, he shall be terminated from employment.

Any employee hired prior to January 1, 2013 whose job requires a CDL who fails to reapply for a CDL shall be assigned a laborer position at the laborer's rate of pay, if a laborer's position is available.

Any employee hired prior to January 1, 2013 who possesses a CDL but his position does not require a CDL who fails to reapply for a CDL shall not be adversely impact by failing to reapply for a CDL.

ARTICLE 24
DRUG and ALCOHOL FREE WORKPLACE POLICY

PURPOSE

As a part of its commitment to safeguard the health and safety of its employees and the residents of the Borough of Naugatuck (the "Borough"), and to promote a drug-free working environment, the Borough and the members of Local 1302-12 of Council 4, American Federation of State, County and Municipal Employees,

AFL-CIO (the "Union") have agreed to establish this policy relating to the illegal use of drugs and/or being under the influence of drugs or alcohol while on duty. This program is intended to as closely as possible follow the Department of Transportation (DOT) drug policy, which shall be a guideline for this policy. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of services provided.

SCOPE

All bargaining unit employees employed by the Borough are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Any employee in doubt of the procedures applicable to his/her situation may contact the Director of Human Resources for clarification.

POLICY

It is the policy of the Borough of Naugatuck that being under the influence of and/or using alcohol or drugs while on duty are strictly prohibited. Any appropriate discipline issued pursuant to this policy may be considered just cause within the collective bargaining agreement for bargaining unit employees.

DEFINITIONS

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

Alcohol Concentration: The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this policy.

Breath Alcohol Technician (BAT): An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device.

Chain of Custody: Procedures to account for the integrity of each specimen by tracking its handling and storage from point of collection to final disposition.

Naugatuck Motor Vehicle: A motor vehicle or combination of motor vehicles in commerce to transport Naugatuck bargaining unit employees. Such motor vehicles shall include Department of Public Works vehicles, vehicles from other Borough departments, leased and/or rented vehicles operated by bargaining unit employees.

Confirmation Test: In drug testing, a second analytical procedure, performed in compliance with Department of Transportation (DOT) drug policy, used specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to insure reliability and accuracy. In alcohol testing, a second test following a screening test with a result of .08 or greater that provides quantitative date of alcohol concentration.

Covered Employees: All bargaining unit employees.

Evidential Breath Testing Device (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "conforming product list of evidential breath testing device".

Medical Review Officer (MRO): A licensed physician, in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, responsible for receiving laboratory results generated by an employer's drug testing program that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. If an employee's test result is positive, the MRO will contact the employee to discuss the test to determine if the positive result is valid and to notify the employee that has seventy-two (72) hours to request a test of the split specimen.

Reasonable Objective Suspicion: Reasonable objective suspicion of being under the influence of and/or using drugs or alcohol will be based on specific, contemporaneous, objective, articulable facts, such as behavior, speech or body odors. "Reasonable Suspicion" of drug use may also include any reasonable inference that may be drawn from this observation.

Refusal to Submit: When any person covered by this policy engages in conduct that obstructs the testing process. This includes, but is not limited to, the refusal to sign consent forms; the failure to provide adequate breath testing; the failure to provide adequate urine for controlled substance testing, except for "shy bladder syndrome" as defined by the Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, the refusal to take a required test, the failure to make oneself available while on duty to a test as required by this policy.

Safety Related: Any activity that poses a risk of injury to oneself, ones fellow employees, or the general public.

Safety Sensitive Function: Any function that affects the safety of employees and the safe operation of a Borough motor vehicles including but not limited to the following:

- Any time that a bargaining unit employee is on duty.

Screening Test:

- In drug testing an immunoassay screen to eliminate negative urine specimens from further analysis.
- In alcohol testing, an analytic procedure to determine whether a driver may have a prohibited concentration of alcohol in his/her system.
- In controlled substance testing it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Supervisor: All employees assigned to a position having day-to-day responsibility for supervising subordinates.

Shy Bladder Syndrome: When an individual is unable to produce a urine specimen or provides a specimen that is less than 45 ML.

Drug Free Workplace Dissemination

A. The Borough will provide a general one-time notice to all bargaining unit employees notifying them that this policy applies to all bargaining unit employees and that the Borough prohibits its employees covered by this policy from illegally or improperly using, possessing, selling, manufacturing, or distributing drugs on its' property, or while its employees are at work; that it is against Borough policy to report to work or to work under the influence of drugs or alcohol; and that it is a condition of employment to refrain from illegally using drugs, or alcohol on the job, or abusing legal drugs on or off the job such that it affects their performance, and that a drug testing program is being implemented. No less than one hundred twenty (120) days will elapse between the notice and any employee drug testing implemented pursuant to this policy.

B. Prior to implementation and testing either bargaining unit employees or applicants, such individuals will be given a copy of this policy, a summary of the drugs which may alter or affect a drug test, a list of local employee assistance programs and a list of local alcohol and drug rehabilitation programs. All bargaining unit employees who are covered by this policy will attend training which is mutually accepted by the Union and the Borough with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and

alcohol use that will be used in determining whether an employee is subject to the reasonable suspicion testing as outlined in this policy.

C. A notice of drug testing will be included with all job vacancy announcements for all bargaining unit. A notice of the Borough's drug testing policy will also be posted in appropriate and conspicuous locations as well with the Director of Human Resources.

PROHIBITED CONDUCT ON DUTY
PROGRESSIVE ACTION FOR VIOLATIONS

1) Discipline in accordance with the "progressive action for violations" section of this policy can be imposed only for the illegal use of or being under the influence of controlled substances or alcohol while on-duty.

2) A blood alcohol level of .08 or greater is prohibited. An employee with a test result showing a blood alcohol level less than .08 will not be considered in violation of this policy for disciplinary reasons.

3) The performance of any function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely drive a Borough vehicle or perform the employee's duties.

4) Refusal to submit to a drug or alcohol test, administered in strict compliance with this policy is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following:

   a. An adequate and complete sampling, except in medically documented cases of "shy bladder syndrome."

   b. Assistance in completing the required documentation for chain of custody.

   c. Marking and sealing the specimen.

5) It is a violation of this policy to report to work under the influence of alcohol. Discipline, in accordance with the "progressive action for violations" section of this policy, can only be imposed if the employee actually reports for duty with a blood alcohol level of .08 or greater.

EMPLOYEES SUBJECT TO TESTING & TYPES OF SUBSTANCES

All bargaining unit employees will be subject to this Drug and Alcohol Free Workplace Policy.

The drug testing outlined in this policy will test for the following substances:

1) Marijuana
2) Cocaine
3) Amphetamines
4) Opiates
5) Phencyclidine (PCP)
6) Prescription drugs set forth by the Borough

TESTING

1) Pre-employment Testing:

Prior to employment with the Borough, an applicant for all bargaining unit positions shall undergo testing for alcohol and controlled substances, as part of their pre-employment medical examination. As part of the application, the Borough of Naugatuck shall notify all applicants of this policy. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis for discontinuing an applicant in the selection process.

2) Reasonable Suspicion Testing:

A. When "reasonable suspicion" is determined indicating that an employee is using and/or under the influence of drugs or alcohol, the employee will be tested pursuant to procedures set forth in this policy. "Reasonable suspicion" of using and/or being under the influence of drugs or alcohol will be based on specific, contemporaneous, articulable and objective facts such as, behavior, speech or body odors.

B. An employee tested under "reasonable suspicion" shall be placed on paid administrative leave until such time as the MRO determines the result of the test. In the event the test is negative, the employee shall be made whole for any monetary loss.

C. Circumstances which constitute a basis for determining reasonable suspicion may include:

- Direct observation of drug or alcohol use on-duty;
- The employee's body shows evidence of drug use (e.g. track marks);
- The employee is found to be illegally in possession of drugs or alcohol while on duty;
- Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
- The presence of symptoms of drug and/or alcohol use (e.g. glassy or blood shot eyes, the odor of alcohol on the breath, slurred speech, poor coordination and/or reflexes, etc.

D. The required observations for alcohol and/or controlled substance reasonable suspicion testing shall immediately be reported to or made by a supervisor who is trained in the detection of alcohol and/or controlled substance use.

E. The supervisor shall report the basis for his/her reasonable suspicion in writing to the Director of Public Works. The Director of Public Works shall decide whether to direct the employee to testing. All supervisors initiating reasonable suspicion testing will be required to detail in writing the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee.

3) <u>Post Motor Vehicle Accident Testing:</u>

A. The operator may be tested for controlled substances, illegal drugs and/or alcohol if the employee was involved in an accident while operating a Borough vehicle. All testing under this subsection shall be done in accordance with applicable DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations, as determined by the investigating police officer/State Trooper. In the event that DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations do not apply to an accident involving the employee, the employee may be tested if there is reasonable suspicion that the employee is under the influence of and/or using drugs or alcohol, as set forth under Section 2 herein.

B. Any bargaining unit employee who is subject to post accident testing shall remain on administrative leave and be paid until he returns to the work for the Borough, except in the event that the employee is admitted to the hospital (beyond admission to the emergency room). Under such circumstances, the employee shall be paid through the end of his/her shift.

In the event that an employee is tested and his/her shift is not over, the employee is expected to return to duty after the test is administered, unless excused, in writing, for the remainder of such shift by the attending physician. Nothing in this section shall require the delay of necessary medical attention following an accident.

4) <u>Return to Duty Testing:</u>

A. Before an employee who has violated this policy concerning alcohol returns to duty, the employee shall undergo a return to duty alcohol test with a result indicating a blood alcohol level of less than .08. The bargaining unit employee shall be paid from the time the employee leaves for the drug test until the test is administered.

B. Before an employee who has violated this policy concerning illegal drugs returns to duty, the employee shall undergo a return to duty illegal drug test with a result indicating a verified negative result for illegal drugs. The bargaining unit employee shall be paid at his/her applicable compensation rate from the time the employee leaves for the drug test until the test is administered.

5) <u>Random Drug Testing:</u>

Random drug and alcohol testing shall be administered by a system and method adopted by the outside vendor, a copy of which shall be provided to all employees.

PROGRESSIVE ACTION FOR VIOLATIONS

In the event that an employee tests positive for the use of illegal drugs, the following will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Borough will be provided with periodic reports by the medial doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee alcohol test contains a blood alcohol level of .08 or greater, the following will apply:

- On the first occasion, the employee shall receive a three (3) day suspension from work without pay and shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee is randomly tested during the twenty-four (24) month period set forth above, such random test shall count as a test under the tests the employee is subject to upon reinstatement to employment.

In order to encourage successful rehabilitation, whenever an employee successfully completes: (1) the recommended rehabilitation program; (2) the follow-up testing; and

(3) has no further incidents for a period of thirty (30) months from the date of the last positive test, the record of the incident shall be removed from the employee's personnel file and placed in his/her medical file and shall not be used as part of any subsequent discipline.

VOLUNTARY DISCLOSURES

The Borough of Naugatuck believes that successful rehabilitation depends on an employee's willingness to rehabilitate and the admission that a problem exists. Therefore, the Borough will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. Any employee who voluntarily discloses that he has a problem with drug or alcohol dependency and seeks assistance, will not be disciplined and will be afforded an opportunity to utilize his/her accrued sick time to achieve his/her goal of rehabilitation.

An employee who voluntarily discloses his/her drug and/or alcohol problem will be subject to the same return to duty requirements as an employee who tests positive including follow up testing.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall be immediately placed on sick leave and shall be required to commence a rehabilitation program under the supervision of a medical doctor or EAP consultant selected and paid for through the employee's health insurance carrier. The Borough will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall not be subject to discipline as a first offense. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program.

"Voluntary disclosure and/or voluntary discloses" for purposes of this section shall mean that the employee discloses that he/she has a problem with drug or alcohol dependency prior to the commencement of: (1) a rehabilitation program in accordance with the "progressive action for violations" section set forth above; (2) disciplinary action; (3) an internal investigation; (4) the employee was involved in an accident; (5) Prior to the employee being ordered for drug and/or alcohol test; or (6) Prior to the employee becoming aware of an impending test.

Upon reinstatement, an employee with previous drug and/or alcohol dependency shall submit to drug and alcohol testing bi-monthly for the first twelve (12) months and quarterly for the next twelve (12) months. The employee must submit to drug and alcohol testing at the time stated in the notice. Failure to do so shall be deemed evidence of the use

of an illegal drug or alcohol. A positive test (within two (2) years) after reinstatement is just cause for discharge and shall result in the employee's discharge.

The EAP is available to all Borough employees and will provide counseling and referral services to any employee who seeks treatment. The EAP services are provided by the Borough at no charge. Any required treatment that is not covered by the Borough's EAP program or insurance shall be borne by the employee. EAP enrollment and counseling is confidential.

ALCOHOL & DRUG TESTING PROCEDURES

1) Alcohol testing will be performed by using Evidential Breath Testing (hereafter EBT) devices approved by the NHTSA. The test will be conducted by a Breath Alcohol Technician (hereafter BAT). Two (2) breath tests will be required to determine if a person has a prohibited alcohol concentration. If the first test result is less than .08 the test will be considered negative. If the test shows an alcohol concentration of .08 or greater, a second confirmation test will be conducted. The second test result will determine what action if any need be taken.

2) In order to ensure that an EBT is working properly, the BAT will run an air blank test which shows a reading of zero before a test is performed. A fifteen (15) minute waiting period is required between the screening and confirmation test. The BAT will run an air blank test which shows a reading of zero before the confirmation test is performed.

3) Drug testing will be performed by providing a urine sample at a site to be determined by both parties and meets the requirements of the DOT 49CFR part 40 and The Department of Health and Human Services.

4) Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those laboratories certified by the federal government, and the Department of Health and Human Services and that have these procedures in place will be used.

5) All personnel subject to testing shall present proper identification upon appearing at the laboratory.

6) Once the urine specimen is collected, it will be forwarded to the laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall use the EMIT Immunoassay Process. If the test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique.

7) The testing facility will be continuously bound to make provisions to properly preserve, store and secure an aliquot of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. This independent confirmation will be authorized by the employee, using the lab of his/her discretion. Any employee requesting a testing of the split sample, must do so within seventy (72) hours, provided the employee is properly notified by the MRO. Also the Laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab in the urine sample provided by the employee.

8) Only confirmed positive results are reported. The Human Resource Director shall be notified immediately following a positive test result. The Human Resource Director is the only person to be notified of a positive test.

9) The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint. The chain-of-custody procedure must be stringent and confidential in all phases of the process:

- Handling of the specimen
- Testing the specimen
- Storing of the specimen
- Reporting of the test results

10) The Borough shall assure that the existing laboratory will be subject to appropriate external auditing procedures to evaluate quality assurance, evaluation of testing procedures and overall performance.

The following table reflects the positive levels for the five classes of drugs listed below.

DRUGS	INITIAL TEST LEVELS (NG/ML)	CONFIRMATION TEST LEVELS (NG/ML)
Marijuana	50	15
Cocaine	300	150
Opiates	300	
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Methamphetamine		500

COMPENSATION OF EMPLOYEE

All off-duty bargaining unit employees shall be paid his/her applicable straight time hourly rate of pay for reasonable and necessary travel time from the time the employee leaves his/her home for the drug test until he/she returns to his/her home from the drug test for all follow-up drug and/or alcohol testing conducted under the "progressive actions for violations" section of this Policy, except that no employee shall be paid for testing conducted during the employee's rehabilitation program, as set forth in the "progressive action for violations" section.

RIGHT OF UNION PARTICIPATION

At any time, the Union, upon request will have the right to inspect any aspect of this drug and alcohol testing policy with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

CHANGES IN TESTING PROCEDURES

In the event that either the Borough of Naugatuck or the Union wishes to change any part of the testing procedure or test administrator, both parties will discuss whether to amend this policy to include such changes. In the event the parties are unable to resolve the issue of the proposed changes, such proposals are subject to arbitration under the provisions of the Collective Bargaining Agreement.

INDEMNIFICATION OF UNION

In the event that the Union is named as a party defendant by an employee governed by this policy in a suit involving the application of the Naugatuck Drug Free Workplace Policy, the Borough agrees to provide legal counsel to the Union. The legal counsel selected by the Borough must be agreed to by the Union.

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 disciplinary action. It is also recognized 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 shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against their accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process. The Borough will be required to keep the results confidential and it shall not be released to the public, unless ordered by the courts.

CONTACT PERSON

Any questions concerning this policy shall be directed to the Human Resource Director.

CONFLICT

This policy is not intended to eliminate any rights or protections an employee has under either state or federal law. Unless abridged by the policy and in the event this policy omits any aspect of the testing procedure, the testing procedure shall follow the DOT drug testing.

ARTICLE 25
DURATION

This Agreement became effective on July 1, 2015 and remains in full force and effect through June 30, 2018 provided, however, if as of January 1, 2018, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

Except as set forth above, the terms and conditions of this Agreement shall continue in full force and effect each year thereafter unless either party gives written notice to the other at least one hundred twenty (120) days prior to June 30th of any year of its intention to negotiate a successor Agreement in which case this Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties have caused these present to be executed at Naugatuck, Connecticut, this 2nd day of Dec., 2015

THE BOROUGH OF NAUGATUCK

N.W. Pete Hess, Mayor

LOCAL 1303-12 OF COUNCIL 4, AFSCME, AFL-CIO

Jeremy Lennon, President Local 1303-12

Robert Montuori, Staff Representative
Connecticut Council 4, AFSCME, AFL-CIO