

AGREEMENT
BETWEEN
THE TOWN OF EASTON
AND
EASTON POLICE LOCAL 2618
AND
COUNCIL 4, AFSCME, AFL-CIO
JULY 1, 2017-JUNE 30, 2021

EastonPolice2618ContractJuly1, 2017-June30, 2021

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PREAMBLE

The Agreement entered into by the Town of Easton, Connecticut, hereinafter referred to as the "Town" and the Easton Police Union Local #26 18, Council 4, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Town and the Union, while at the same time recognizing the obligations of both parties to the public.

ARTICLE I

UNION RECOGNITION

Pursuant to Case No. ME-3915, Decision No 1532, dated April 27, 1977, of the Connecticut State Labor Board of Labor Relations and the Agreement of the parties, the Town recognizes the Union as the exclusive representative of all full-time uniformed and investigatory employees working twenty (20) hours or more per week, but excluding the Chief of Police and the Captain, employed by the Town of Easton, for the purposes of collective bargaining in respect to wages, hours and other conditions of employment.

Pursuant to an agreement executed by the parties in August 2005, the Town recognizes the full-time Animal Control Officer as a member of the bargaining unit. The full-time Animal Control Officer shall have all the rights and benefits under this agreement unless otherwise noted. The following Articles shall not apply to the Animal Control Officer: Article V - Seniority (so long as the Town only employs one (1) full time Animal Control Officer); Article XVI - Section - Minimum Manpower; Article XVII - Extra Duty Work; Article XXXI - Pension (the Animal Control Officer shall remain a member of the Town Pension plan and shall contribute 5% of pay); Article XXXII - Promotions.

ARTICLE II

DUES CHECKOFF - UNION SECURITY - AGENCY SHOP

Section 1. All bargaining unit members shall as a condition of employment either join the Union or pay an agency shop fee according to the then prevailing law in the Courts of the United States as supplemented by the legal decisions then prevailing in the State of Connecticut. Any agency shop fee-paying member may obtain rebate of a portion of his fee in accordance with rebate procedure established by the Union. Said rebate procedure shall be in accordance with then prevailing law in the Courts of the United States as supplemented by prevailing legal decisions in the State of Connecticut.

Section 2. If, at a hearing before the Board of Police Commissioners, the Union proves that an employee has failed to pay either Union dues or the agency shop fee, the Board shall discharge said employee within thirty [30] days after said hearing unless said fees are paid up within said thirty [30] days.

Section 3. The Town agrees to deduct Union membership dues or agency shop fees each month from the pay of each employee in the bargaining unit who individually and in writing authorizes such deductions. The amounts to be deducted shall be certified to the Town by the treasurer of the Union and the aggregate deductions shall be remitted to the treasurer of the Union after such deductions are made.

Section 4. The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorneys' fees that may arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE III

NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination, because of age, sex, race, color, creed, political affiliation or Union membership.

ARTICLE IV

UNION BUSINESS LEAVE

Section 1. One [1] member of the Union Negotiating Committee shall be granted leave from duty with full pay for all scheduled meetings between the Town and the Union for the purpose of contract negotiations when such meetings take place at a time during which such member is scheduled to be on duty.

Section 2. One [1] member of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such member is scheduled to be on duty.

Section 3. One [1] member of the Union shall be granted leave from duty with full pay for hearings before the Connecticut State Board of Mediation and Arbitration, State Labor Board or

other arbitration hearings, provided that the total leave shall not exceed ten [10] working days in each contract year.

Section 4. One [1] member of the Union Executive Board shall be granted leave from duty, without pay, for the purpose of attending to Union business, provided it does not exceed five [5] days per calendar year.

ARTICLE V SENIORITY

Section 1. The seniority rights of all members of the Department shall be based upon length of service in the Department and shall be determined from the day such member or members were officially appointed to the Department on a full time basis.

Section 2. Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day shall be determined by their relative position or order of appointment, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their appointment or swearing in.

Section 3. Seniority shall not be broken by vacations, sick time, suspension of less than [60] days duration, relief from duty, or any authorized leave of absence or any call to military service for the duration as herein described.

Section 4. Employees who voluntarily resign their employment, including changing from full-time to part-time, or who are discharged for just cause, shall lose all seniority.

Section 5. Rank seniority is defined as the total length of continuous service as a permanent appointee to a given rank.

Section 6. In the event of a reduction in force, layoff(s), shall be accomplished in inverse order of seniority, within rank, as defined in Section 1 of this Article.

An officer scheduled to be laid off, in accordance with this Section, shall have the right to bump back to their previous classification, provided there is an officer with less departmental seniority in that classification and shall be credited with seniority in accordance with Section 1. If the exercise of bumping rights results in a consequential layoff, bumping shall again be carried out in accordance with this section. Laid off officers shall have recall rights for a period of one (1) year. All part-timers shall be laid off before any full-timer.

ARTICLE VI

PROBATIONARY PERIOD

Section 1. To enable the Board of Police Commissioners to exercise sound discretion in filling positions within the Police Department, no appointment to the classification of Police Officer shall be deemed final and permanent until the expiration of a twelve [12] month probationary work time period, following graduation from the Police Academy and successful completion of the field training officer program or twelve [12] months from the date of appointment of an already certified Police Officer.

Section 2. The probationary period for the Animal Control Officer shall be twelve months from the date of hire.

Section 3. The probation period shall be extended by the number of days absent during the probationary period due to any sick or injury leave.

Section 4. During an officer's probationary period, said officer shall be considered an at-will employee, terminable at the discretion of the Board of Police Commissioners.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. PURPOSE: The-purpose of the grievance procedure shall be to settle grievances on as low an administrative level as possible so as to insure efficiency and employee morale.

Section 2. DEFINITION: A grievance for the purpose of this procedure shall be considered to be employee or Police Union complaints concerned with:

1. Discharge, suspension, reduction in grade or rank, or other disciplinary action.
2. Matters relating to the interpretation and application of the Articles or Sections of this Agreement.

Section 3. PROCEDURE- Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance from the next succeeding steps following that which the employee has utilized. An employee or the Union shall have the right to appeal a grievance as defined in Section 2 above to the next succeeding step in which the grievance originated.

STEP ONE: Any employee who has a grievance shall reduce the grievance to writing within twenty [20] calendar days of the event giving rise to the grievance and shall submit it to the Chief of Police who shall

arrange to meet with the grievant and/or the Union and use his best efforts to settle the dispute. The Chief of Police's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within twenty [20] calendar days of meeting with the grievant and/or the representative.

STEP TWO: If the complainant and his representative, if represented, are not satisfied with the decision rendered by the Chief of Police, the employee and his representative and/or the Union shall submit the grievance in writing to the Board of Police Commissioners and shall be available to meet with the Board of Police Commissioners at its next regular meeting, (or if necessary, a special meeting called by the Board of Police Commissioners) but not to exceed thirty [30] calendar days of submission to the Board of Police Commissioners. Such Board of Police Commissioners shall render its decision within twenty [20] calendar days of such meetings. At the discretion of the Board of Police Commissioners, the authority can be delegated to the First Selectman.

STEP THREE: If the Union is not satisfied with the decision rendered, it may, within thirty [30] calendar days submit it for arbitration to the Connecticut State Board of Mediation and Arbitration to be heard by a Public Member of said Board. The Public Member appointed to hear the matter shall derive his authority from this Agreement and shall be without power or authority to add to, subtract from, disregard, or in any way whatsoever modify the provisions of this Agreement. The decisions of the Public Member shall be final and binding on all parties, subject to law.

Section 4. POLICE UNION A COMPLAINANT: The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

Section 5. TIME EXTENSIONS: Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual written agreement of the parties concerned.

Section 6. REPRESENTATION: All parties to any grievance shall have the right and choice of representation whenever representation is desired, at their own expense.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

Section 1. Any employee who may be subject to disciplinary action for conduct which, in the opinion of the Chief of Police requires imposition of suspension without pay of a period of up to fifteen (15) calendar days, which shall be for disciplinary just cause, shall have the right to appeal said disciplinary action as provided in Article VII hereof.

Section 2. Any disciplinary action imposing suspension in excess of fifteen (15) calendar days shall be in

accordance with this Article.

Section 3. An employee having been so disciplined, discharged or demoted shall have the right to appeal said decision to the Connecticut State Board of Mediation and Arbitration.

Section 4. Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority, compensated for any loss of wages and made whole.

Section 5. No employee shall be suspended, discharged, reduced in grade or rank or subject to other disciplinary action upon a civilian complaint except: [a] upon a sworn written complaint submitted to the Chief of Police and setting forth the details thereof, [b] upon the employee being given the opportunity to cross examine the complainant at a hearing before the Board of Police Commissioners; and [c] upon a finding by the Board of Police Commissioners that the complaint and the oral and written evidence presented to the Board constitute just cause for disciplinary action unless the Department shall, itself, investigate and file a complaint.

Section 6. There shall be no loss of property right without due process as per the Cleveland Board of Education v. Loudermill decision of the U.S. Supreme Court.

Section 7. Internal Affairs Investigation:

1. Any complaint or information that an employee has acted improperly shall be reviewed by the administration. After review, the administration shall take one of the following actions: (a) determine that there is no further need for any investigation and if there was any written document which initiated the review, indicate that determination in writing and indicate that the employee was exonerated or (b) determine that there is a basis for further investigation and open an Internal Affairs Investigation or a criminal investigation or both. An Internal Affairs Investigation shall be subject to the provisions of this section. A criminal investigation is not covered under this contract. An Internal Affairs Investigation may be postponed by the administration in
2. Depending upon the nature of the complaint, the administration, in its discretion, may or may not notify the officer that an Internal Affairs Investigation has commenced.
3. An Internal Affairs Investigation shall be conducted by an officer of the Police Department having at least one higher rank than the officer being investigated or by a person or agency outside of the Department.
4. At such time as the party conducting the investigation deems appropriate, an employee subject to an Internal Affairs Investigation, shall provide a written response to any allegations or relevant questions within three (3) working days of a request for the employee to do so. Any such

written response shall be under oath.

5. During the course of the Internal Affairs Investigation, as appropriate, the employee who is the subject of the investigation shall be updated with any and all non-privileged communications.

6. Within thirty (30) days of being notified that he or she is the subject of an Internal Affairs Investigation, the employee shall be notified of the decision by the party conducting the investigation as to that party's determination as to the action to be taken unless the circumstances (such as waiting for information within the control of a third party, as, for example, lab reports) warrant an extension of the thirty (30) days in which case the employee shall be notified of the circumstances and a final determination shall be made within an additional thirty (30) days.

7. The party conducting the investigation may recommend any one or more of the following: [a] there is no cause for further action; [b] the matter should be referred to the Chief of Police or the Board of Police Commissioners for disciplinary action; [c] criminal conduct was involved in which case appropriate action should be taken by the Department; [d] such other specific action as the person conducting the examination deems appropriate; or [e] that the employee be exonerated.

8. During the course of any Internal Affairs Investigation, the employee subject to the investigation shall be entitled to Union representation at the employee's request. The employee may also have personal legal representation at the employee's expense.

9. Any meeting, hearing, or other process in the Internal Affairs Investigation may be video or audio taped at the request of either party. Any video or audio tapes shall be made available within a reasonable time to all participants requesting a copy. Any and all tapes shall be held by the Department until the conclusion of the investigation.

10. At any meeting or hearing, all parties shall have the reasonable right to ask questions, offer comments, and take notes.

11. If no disciplinary action is taken within six (6) months from the date of notification of the employee that he or she is the subject of an Internal Investigation, then no disciplinary action shall be taken against the officer on the basis of that Internal Investigation.

ARTICLE IX
PERSONNEL FILE

Section 1. All employees shall have the right to review their personnel files which shall include personnel or medical files and all similar files that contain personal data upon reasonable request to the Chief at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen [14] days of the date of written request. Said review shall take place in the presence of the Chief or his designee.

Section 2. Employees shall receive a copy of all communications that are to be entered into their personnel files, including personal or medical files and all similar files that contain personal data, and shall be afforded the opportunity to initial such communications prior to entry, except that unsubstantiated civilian complaints innuendos, or communications shall not be placed in the personnel file. Initialing shall not constitute agreement with the item to be placed in the personnel file and failure to initial shall not prevent placement of an item in the file. An officer may place a response to any item in his/her file if so desired.

Section 3. All language, as stated in Connecticut General Statutes, Section 31-128a, through Section 31-128h and Section 1-214, shall apply to this Article.

Section 4. Written and oral reprimands taken against any employee, as well as letters of counseling, shall be removed from the employee's personnel file, with application to do so to the Records Administrator of the State of Connecticut, provided the disciplinary reprimands are at least five (5) years old and there is no record of reoccurrence of the same type of complaint. Such reprimands shall not be used in any matter after five (5) years and such reprimands when between two (2) and five (5) years old, may be used for discipline below the level of arbitration, but shall not be used for arbitration provided the Union will not raise at arbitration, any issue pertaining to progressive discipline based on the excluded reprimands and for two (2) years or less, such reprimands may be used for any purpose.

Section 5. No later than five (5) years from the date of said exoneration, an application shall be made to the State Records Administrator for the return of said material to the exonerated employee.

ARTICLE X

SICK LEAVE

Section 1. Bargaining unit members shall receive fifteen (15) sick days per year. Those with one hundred fifty (150) or more accumulated sick days as of June 30, 2014, shall continue to accumulate sick days on an unlimited basis. All others may accumulate up to 150 days.

Section 2. Upon death or normal or disability retirement, the Town shall pay to the designated survivor or retiree, as the case may be, a day's pay for each unused sick leave day to a maximum of seventy [70] days at the rate of pay at the time of death or retirement, whichever is applicable. Officers hired after July 1, 2002 are not entitled to benefits provided in this section.

Section 3. Sick leave shall be used for non-job related illness or injury sustained by the employee. Additionally, up to 3 days of sick leave may be used annually to care for an ill, injured, or infirmed household family member.

Section 4. Sick leave shall not be used for injuries suffered while the officer involved was in the employ of any entity other than the Town of Easton; provided, however, that if the employee cannot obtain compensation from the other entity (e.g., workers' compensation), the employee may use sick leave.

Section 5. Each employee must provide proof of illness or injury for authorized sick leave of more than three [3] consecutive scheduled workdays.

Section 6. The Department's Substance Abuse Policy (Drug Testing) shall be incorporated in and made a part of this Agreement as ARTICLE XXXV.

Section 7. Newly hired officers, upon completion of said Officer's probationary period, as per Article VI, shall be entitled to the accumulations as per Section 1 of this Article from date of hire.

ARTICLE XI

FUNERAL LEAVE

Section 1. Special leave of four [4] consecutive working days, with pay, shall be granted each employee in the bargaining unit in the event of death of his/her spouse, child, stepchild, mother, father, sister, brother, mother-in-law or father-in-law.

Section 2. Special leave of three [3] consecutive days, with pay, which shall include such days the employee is scheduled to be on duty, shall be granted each employee in the bargaining unit for other relatives who are actual members of the household.

Section 3. For other relatives, not actual members of the household, each employee shall be granted one

[1] working day leave, with pay, to be taken at the option of the employee, for the purpose of attending the funeral.

Section 4. Under extenuating circumstance of hardship an employee may be granted up to three [3] additional working days off with pay for funeral leave regarding the relatives in Section 1 of this Article with the approval of the Board of Police Commissioners or the Chief of Police or his designee.

ARTICLE XII

CLOTHING AND EQUIPMENT

Section 1. All the clothing and equipment necessary and appropriate, as determined by the Chief of Police, shall be provided at Town expense for each member of the Police Department. Clothing or equipment that is worn or functioning improperly will be replaced by the Town upon receipt of a purchase order request initiated by a police officer.

Section 2. Each employee shall be permitted to purchase work shoes, for each fiscal year, at a cost not to exceed a total of Two Hundred and Fifty Dollars (\$250.00) payable by the Town, for which a receipt shall be required. Payment shall be made in the month of December within a reasonable time after presentation of the receipt.

Section 3. Each employee shall be reimbursed Four Hundred dollars (\$400.00) in the month of December for cleaning expenses.

Section 4. Protective body armor shall be provided, at Town's expense, for each employee except the Animal Control Officer. Employees will be required to wear the protective vests while performing regular duty assignment work of the Police Department. Protective body armor shall be replaced at the end of the manufacturer's warranty period. The Town shall provide vest covers on an as needed basis. Body armor issued to employees shall be at an industry rated level of III A.

Section 5. Equipment authorized or approved for officers' use by the Department shall be replaced upon the reaching of a manufacturer's determined expiration date regardless of the item's life expectancy or effectiveness.

Section 6. Any officer who fails to maintain his clothing, equipment, and work shoes in a clean, acceptable condition may be subject to discipline.

Section 7. Detective shall receive an annual clothing allowance of (six hundred dollars) \$600.00 to be paid on or about the month of December of each fiscal year.

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ARTICLE XIII**HOLIDAYS**

Section 1. Each employee in the bargaining unit shall be granted the following thirteen 13 holidays in each fiscal year, whether or not worked:

| | |
|------------------------|-------------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day [State's] |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Employee's Birthday | |

Section 2. The Town shall pay each employee one [1] day's pay for each holiday listed in Section 1. Such paid day shall be based on eight and one-quarter [8 1/4] hours per day (except for the Lieutenant whose pay shall be determined based on his/her work year) and paid in the next following pay check.

Section 3. In lieu of one [1] day's pay for each holiday specified in Section 1, an employee shall be entitled to eight and one quarter [8 1/4] hours of holiday credit time to be taken off at the employee's discretion. Any holiday credit days requested for May or June need not be granted where the needs of the department would be adversely affected. Holiday credit time shall not accumulate beyond the fiscal year in which it is earned.

An officer may, upon written notice, receive pay for unused Holiday credits at the end of each three [3] months commencing January 1st. In the event an Officer has not applied for unused holiday credits as of June 12, said officer shall be paid a day's pay for each such unused day along with his last paycheck in June. A form shall be established by the Town, which the employee shall use for submission to the Town. All holidays outlined in Section 1 of this Article shall be posted monthly at the time the work schedule is posted.

Section 4. The Animal Control Officer shall receive the same benefits as stated in section 1, 2 and 3 of this Article. Such paid day shall be based on eight (8) hours.

ARTICLE XIV

OVERTIME

Section 1. All overtime duty shall be paid at the rate of [a] one and one-half [1.5] multiplied by; [b] the employee's regular hourly rate plus other sums required by law ["Overtime Rate"]. The employee's regular hourly rate shall be determined by dividing the appropriate rate shown in Article XVIII by 2005, the regular number of hours in the work year [8.25 hours per shift times 243 shifts per year] except for the Lieutenant whose rate shall be determined based on his/her work year (2080 hours). Each employee (except for the Lieutenant who is covered by Article XVI Section 5 shall be paid at the Overtime Rate whenever, at the discretion of the Chief of Police or his designee, the employee comes to or remains on duty before or after shift or works more than four shifts in any regular six day shift cycle or works on the employee's regular days off. An employee's request for compensatory time in lieu of overtime shall be granted unless it results in overtime payment for the employee or for his or her replacement.

Compensatory time in lieu of overtime shall be at time and one-half [1.5] rate. Employees may accumulate up to a maximum of 16.5 hours of compensatory time. On or about April 30 of each year, the Town shall pay each employee for all accumulated compensatory time at one and one-half (1-1/2) times the employee's hourly rate of pay (Sergeant's and lieutenant's rate shall be top Patrolman's rate of pay in accordance with Article XVI, Section 8 unless the work for which the compensatory time was provided was at the Sergeant's or Lieutenant's rate). Compensatory days requested in May or June need not be granted where the needs of the Department would be adversely affected.

Section 2. Employees who may work on their regular days off shall be paid not less than four [4] hours pay at the Overtime Rate.

Section 3. When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with the employee's regular duty hours, he shall be paid at no less than four [4] hours pay at the Overtime Rate.

Section 4. Overtime pay shall not be subject to the minimum hours provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment or to bring an employee on-duty prior to commencement of shift, providing it is contiguous with the regular schedule or hours. Employees shall only be paid for the hours worked in excess of the regular hours or work scheduled.

Section 5. For purposes of this Article overtime shall commence when either beginning work or ending work at least fifteen [15] minutes before or after the regular 8.25 hour (8:00 hours for Lieutenant) work day,

whichever is applicable. It shall be, for purposes of payment, computed to the nearest quarter hour.

Section 6. Nothing contained in this Agreement shall be construed so as to prevent the Town from ordering an employee to work overtime in any emergency situation.

Section 7. There shall be no pyramiding of overtime premiums.

Section 8. Each Friday a posting bulletin shall be posted on which employees shall indicate their availability for departmental overtime duty during the following week by placing his or her initials in the appropriate column on the bulletin; failure on the part of the employee to so indicate shall constitute a refusal. Should an employee wish to permanently refuse departmental overtime, he or she shall indicate such in a letter to the Chief of Police, a copy of which shall be placed in the employee's personnel file and his or her name shall subsequently be removed from the bulletin. The SRO shall receive right of first refusal for Easton School related overtime assignments.

Section 9. The Detective shall be paid overtime at the rate of one and one-half (1.5) when he/she comes to or remains on duty before or after a shift.

ARTICLE XV

VACATIONS

Section 1. Employees shall be granted vacation time off with pay according to the following schedule:

| | |
|----------------|-----------------|
| After 1 year | 12 Working Days |
| After 6 years | 16 Working Days |
| After 10 years | 18 Working Days |
| After 15 years | 20 Working Days |
| After 20 years | 24 Working Days |
| After 24 years | 28 Working Days |

Each week of vacation shall be four [4] consecutive working days for Patrolmen and Sergeants and shall be accrued in the anniversary year of the employee. Each week of vacation shall be five (5) consecutive days for Lieutenants and shall be accrued in the anniversary year of the employee.

Section 2. The vacation period shall be between July 1 and June 30 of each fiscal year and each employee shall be afforded an opportunity and choice of his vacation week, chosen on the basis of seniority, which vacation week shall commence on any day during the week to coincide with the work schedule. No more than two [2] officers working the same day may be on vacation simultaneously, provided however that a third officer working the same day may be afforded vacation should each of that

day's shift be at or above the minimum manpower clause as articulated in Article 16, Section 1 of this Agreement and should such request not create an overtime situation. Vacations shall not be cumulative. The Chief of Police, or his designee, shall post the quarterly master work schedule no less than thirty [30] days prior to the implementation for the purpose of vacation picks. Said picks shall be completed not more than twelve [12] days after posting.

Section 3. In the event of an employee's death, the employee's spouse or next of kin shall be paid a day's pay for each day of unused, earned vacation in that fiscal year.

Section 4. In the event an employee retires or voluntarily terminates his service with the Department with at least two weeks' notice he shall be paid for all such unused and earned vacation, limited to that fiscal year. An employee terminated by the Town, for disciplinary just cause, shall not be paid for any such unused vacation.

Section 5. An employee shall be allowed to keep eight (8) vacation days as floating days to be used during the vacation year in one (1) or two (2) or three (3) day increments at the employee's discretion. The use of floating days shall not be restricted by the fact that (2) officers are on a full week vacation.

Section 6. Newly hired Lateral Officers shall be granted vacation time off with pay according to the following schedule:

After 3 months, the Officer shall accrue 1 day per month for the first year. At that point, the vacation schedule set forth in Section 1 of this Article XV shall apply.

ARTICLE XVI

WORK SCHEDULE

Section 1. Minimum manpower: The Town will provide two regular Officers for each shift.

Section 2. Shifts: Shifts shall be selected by seniority, each four (4) months, during each fiscal year, on January 1st and each four (4) months thereafter. The Chief, or his designee, shall post the available work shifts no less than sixty (60) days prior to the implementation, with selection to be completed no more than twelve (12) days after posting.

Section 3. Patrolmen: The regular work schedule for patrolmen shall be four (4) consecutive tours of duty consisting of eight and one quarter (8.25) hours each followed by two (2) consecutive days off. The day shift shall be 0645 hours to 1500 hours; the evening shift shall be 1445 hours to 2300 hours; the midnight shift shall be 2245 hours to 0700 hours.

Section 4. Sergeants: The regular work schedule for sergeants shall be four (4) consecutive tours of

duty consisting of eight and one quarter (8.25) hours each followed by two (2) consecutive days off. The shifts for sergeants shall be 0645 hours to 1500 hours, 1445 hours to 2300 hours, and 2245 hours to 0700 hours. By mutual agreement, the Sergeants may switch shifts, with the approval of the chief or his designee. Sergeants working the 1445-2300 shift may request to work a 1745-0200 shift, provided that the 2245-0700 Sergeant is off duty and the minimum manpower requirement has been met on the 1445-2300 shift.

Section 5, Lieutenant: The regular work schedule for the Lieutenant shall be five (5) consecutive tours of duty twisting of eight (8:00) hours, each followed by two (2) consecutive days off. The Lieutenant shall generally work the evening shift (1500 - 2300) Tuesdays through Saturdays, but either the shift or days or both may be changed on a daily or weekly basis subject to the needs of the Department. The Town shall not deny the use of an earned day off to another officer solely because the Lieutenant is working an administrative schedule.

Section 6 : a) SCHOOL RESOURCE OFFICER: The School Resource Officer shall work the day shift and coordinate his/her schedule with the school system and based upon the determination of the Chief of Police.

b) ANIMAL CONTROL OFFICER. The animal Control Officer's work day shall consist of eight and one-half (8.5) hours per day including a one-half (1/2) hour unpaid lunch period (2080 hrs/yr).

Section 7, Criminal Investigations: The Chief, at his discretion, may assign officers to conduct and/or follow up criminal investigations, which may result in shift changes when necessary. When working, the Officer will be considered a part of the patrol force in meeting the shift requirement designated in Section 1. If it is necessary to reassign officers to cover for the officer on the criminal investigation, such assignment shall be made in accordance with the applicable provisions of this Agreement, including the shift requirements of Section 1 above.

Section 8, Shift requirements: In the event an Officer is needed to meet the shift requirements, in the case of resignation or retirement, sick or injured officer for more than 90 days or other termination prior to reposting and rebidding and assignment as permitted by this Section, the Chief shall distribute this work as fairly and equally as possible to those who seek it by utilizing the overtime rotation list, by seniority, with the starting point being that of the last officer to work departmental overtime. A refusal will count as an opportunity to work. The Town reserves the right in all cases of training to change the schedule of each officer to meet shift requirements. Officers who are involuntarily shifted to the midnight shift, for any of the above reasons, shall be paid their regular pay rate, plus a twenty percent (20%) shift differential. The

Town shall provide twenty-four (24) hours' notice of any such shift change. Officers who are involuntarily shifted between day and evening shift or between midnights or evenings and days, for any of the above reasons, shall be paid their regular pay rate, plus a ten percent (10%) differential. Shift differentials shall apply only to shift changes on a regularly scheduled work day and do not apply to the officer shifted to attend training. Sergeants, Lieutenants and Detectives shall be part of the rotation list. Sergeants who elect to work the shift requirements shall be paid at time and one-half (1 'A) top Patrolmen's rate of pay. Officers required to work on a regularly scheduled day off shall be paid at their overtime rate as provided in Article XIV, Overtime, Section 2. The Chief reserves the right after first refusal, to assign an officer to fill a vacancy in the schedule through an overtime rotation list. Short notice or emergencies are exempt from to procedure as outlined in this Article. "Short notice or emergencies" is defined to mean there is not at least one and one-half (1.5) hours available to go through an overtime list. To fill a shift requirement in case of resignation or retirement or other termination, the Chief of Police may repost and rebid the shifts in midcycle by posting available work shifts seven (7) days prior to implementation with selection to be completed not more than five (5) days after posting. Such rebid shifts shall, absent further resignation or retirement or other termination, remain in effect until the next regular bidding cycle. Until such reposting and rebidding has occurred, the Town shall make assignments in accordance with the applicable provisions of this Agreement.

Section 9, Change of Day Off. Once designated and selected in the manner provided for in this Article, an employee's regular days-off shall not be changed except, however, an Officer may request of the Chief of Police, or his designee, a change of his regular days off, for the purpose of training sessions, seminars or public relations affairs or attending courses as defined in Article XXI, Education Incentive, Section 1., and, if granted, said day worked shall be at the normal rate of pay.

Section 10, Work Hours. Employees shall only be required to work the hours of work period to which they are assigned, except in an emergency. No employee shall be required to work two (2) eight and one-quarter (8.25) hour shifts consecutively, except in an extreme emergency situation. Employees may elect to work extra duty which will not exceed the two eight and one-quarter (8.25) hour shift restriction. The Chief or designee may reasonably withhold such approval where the employee does not appear to be physically fit to work a double shift.

Section 11, Meal Period: During each eight and one-quarter (8.25) hour tour of duty, employees shall be allowed thirty (30) minutes for meals.

Section 12, Posting of Work Schedule: All work schedules shall be completed and posted on the

departmental bulletin board not later than ten (10) days in advance of the date when the working period changes, except as provided in Section 4 and 5 of this Article.

Section 13. Shift Swap: The past practice of Sergeants and Patrolmen switching work shifts within rank, amongst themselves, shall continue as long as it is of no cost to the Town with prior approval of the Chief of Police, or his designee, which shall not be unreasonably denied.

Section 14. Probationary Officers: Newly hired Officers shall work four (4) consecutive days on duty, followed by two (2) consecutive days off duty, provided, however their shifts shall be at the discretion of the Chief during the probationary period established by Article VI. The Town reserves the right to place the newly hired Officer into a steady shift position, to be initially determined by the Town at any time prior to the conclusion of the probationary period established by Article VI. At the next regularly scheduled shift bidding, the Officer shall make his own shift bid based on seniority.

Section 15. Notwithstanding the minimum manpower requirements of the Collective Bargaining Agreement, officers working the midnight shift may take vacation days, personal days and holiday credit days even if use of the time off drops the midnight shift manpower below the contractual minimum. Said officer's shift shall be filled by the Town using the overtime rotation list, pursuant to Article XIV.

Section 16. Time-off requests: Requests for Holiday Credits (Art. XI11, Sec. 3), Compensatory Time (Art. XIV, Sec. 1), Floating Vacation Days (Art. XV, Sec.5), Personal Day (Art. XXII), Perfect Attendance Day (Art. XXXIII, Sec 12), may only be granted provided the mandatory manpower clause is met, except as noted in Section 16 of this Article. All requests for time off, as noted in this section, shall be submitted with a minimum of five (5) days written notice to the Chief of Police or his designee who shall respond within three (3) days thereafter. Request may be denied for cause, however, once approved they must be granted regardless of shift requirements.

Section 17. If, due to the needs of the department, the Chief or designee require a supervisor to supplement a shift the Chief or designee may do so using a sergeant's overtime rotation list. Compensation under this section shall be at time and one-half ($1\frac{1}{2}$) the sergeant's regular hourly rate. Sergeants shall remain on the regular overtime list and shall not lose their place if they fill a sergeant's assignment under this section. Compensation for sergeants on the regular overtime rotation list shall be time and one-half ($1\frac{1}{2}$) top patrolman rate.

Section 18. The Detective shall work the day shift and coordinate his/her schedule based upon the determination of the Chief of Police.

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ARTICLE XVII

EXTRA DUTY WORK

Section 1. The term "Extra Duty Work" or "Extra Police Work", for purposes of this Article, shall mean police work that is not regular duty assignment work of the Police Department, but is work offered on a voluntary basis, for those who desire it, for employers other than the Police Department, such as construction companies, boards of education, etc., and direction of the Officers working Extra Duty shall be provided by the outside employer.

Section 2. Assignments for such extra duty work shall be through the Police Department on a fair and equitable rotation basis and shall be first offered to bargaining unit members of the Easton Police Department (including Patrol, Sergeants, Lieutenants & Detectives). All assignments shall be offered through a posting to regular employees, volunteers for which shall be selected by seniority from the overtime rotation list with the starting point being that of the last employee to work outside duty, regardless of the time frame. A refusal shall count as an opportunity to work. When no regular employee is available to accept the assignment either because no regular employee has signed up for the job or has signed the availability posting bulletin, the assignment may be offered to Special Police. Each Friday a posting bulletin shall be posted on which employees shall indicate their availability for extra duty during the following week. Nothing contained herein shall require the Chief to contact an employee who has not indicated he or she is available for extra duty work on the day and shift needed.

In the event that an employer other than the police department wishes to hire an officer on "short notice or in the case of an emergency", the requirements of this section shall not apply and instead said shift(s) shall be offered to all employees on a first come, first served, volunteer basis. Said offer shall be made via a general broadcast over the department's radio, or by any other appropriate means. "Short notice or emergencies" is defined to mean there is not at least one and one-half (1.5) hours available to go through an overtime list.

Section 3. Employees working on Extra Police Work or Extra Duty Work assignments shall be paid in accordance with the following minimum and hourly rates for the duration of this Agreement: One and one-half [1 Y2] times the top Patrolman's annual rate of pay divided by 2005, with a four [4] hour minimum. All hours worked on a Sunday or Holiday, for construction or utility companies, shall be at two (2) times the top Patrolman's annual rate of pay divided by 2005.

Section 4. Employees shall be paid for time, as approved by the outside employer, which shall not

be less than the time specified in Section 3 of this Article.

Section 5. An employee shall not volunteer for overtime or extra duty if their last regular scheduled day was a sick callout until the officer completes his next regular scheduled shift. Officers may be allowed to work sooner at the discretion of the Chief of Police.

ARTICLE XVIII

RATE OF PAY

Section 1. The following annual rates of pay, effective July 1, 2017 shall be paid each employee, except the Animal Control Officer, and each advanced step shall commence on the anniversary date of the employee:

(2.3%)

PATROL

| | |
|--------|----------|
| STEP 1 | \$57,012 |
| STEP2 | \$60,773 |
| STEP 3 | \$64,533 |
| STEP 4 | \$68,295 |
| STEP 5 | \$72,054 |

Detective:

| | |
|--------|----------|
| STEP 1 | \$75,657 |
| STEP 2 | \$77,097 |
| STEP 3 | \$77,868 |
| STEP 4 | \$78,647 |

Sergeant:

| | |
|--------|----------|
| STEP 1 | \$79,259 |
| STEP 2 | \$82,376 |
| STEP 3 | \$84,775 |
| STEP 4 | \$85,639 |

Lieutenant: \$90,296

Section 2. Effective July 1, 2018 the following annual salaries shall be paid each employee and each advanced step shall commence on the anniversary date of the employee:

(2.3%)

PATROL

| | |
|--------|----------|
| Step 1 | \$58,323 |
| Step 2 | \$62,171 |
| Step 3 | \$66,017 |
| Step 4 | \$69,866 |
| Step 5 | \$73,711 |

Detective:

| | |
|--------|----------|
| Step 1 | \$77,397 |
| Step 2 | \$78,871 |
| Step 3 | \$79,659 |
| Step 4 | \$80,456 |

Sergeant:

| | |
|--------|----------|
| Step 1 | \$81,082 |
| Step 2 | \$84,271 |
| Step 3 | \$86,725 |
| Step 4 | \$87,609 |

| | |
|-------------|----------|
| Lieutenant: | \$92,373 |
|-------------|----------|

Section 3. Effective July 1, 2019 the following annual salaries shall be paid each employee and each advanced step shall commence on the anniversary date of the employee:

(2.3%)

PATROL

| | |
|--------|----------|
| Step 1 | \$59,664 |
| Step 2 | \$63,601 |
| Step 3 | \$67,536 |
| Step 4 | \$71,473 |
| Step 5 | \$75,407 |

Detective:

| | |
|--------|----------|
| Step 1 | \$79,177 |
| Step 2 | \$80,685 |
| Step 3 | \$81,491 |

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|-------------|----------|
| Step 4 | \$82,306 |
| Sergeant: | |
| Step I | \$82,947 |
| Step 2 | \$86,209 |
| Step 3 | \$88,719 |
| Step 4 | \$89,624 |
| Lieutenant: | \$94,498 |

Section 4. Effective July 1, 2020 the following annual salaries shall be paid each employee and each advanced step shall commence on the anniversary date of the employee:

(2.3%)

PATROL

| | |
|--------|----------|
| Step I | \$61,037 |
| Step 2 | \$65,064 |
| Step 3 | \$69,089 |
| Step 4 | \$73,117 |
| Step 5 | \$77,141 |

Detective:

| | |
|--------|----------|
| Step 1 | \$80,998 |
| Step 2 | \$82,540 |
| Step 3 | \$83,366 |
| Step 4 | \$84,199 |

Sergeant:

| | |
|-------------|----------|
| Step 1 | \$84,855 |
| Step 2 | \$88,192 |
| Step 3 | \$90,760 |
| Step 4 | \$91,685 |
| Lieutenant: | \$96,671 |

Section 5.

Lateral hires may start at a step other than Step 1 based on prior police service and experience. This step

must be agreed to by the Chief of Police, the Police Commission, and the First Selectman.

Section 6.

- a. All certified Emergency Medical Technicians [EMTS] shall annually, in the month of January, receive five hundred dollars [\$500.00].
- b. A Patrolman, newly appointed to the position of Sergeant, shall receive ten percent [10%] over Step 5 Patrolman pay during the first year of appointment. After one [1] year the newly appointed Sergeant shall receive full Sergeant's pay as provided for in this Article.
- c. Effective upon signing of this agreement, Field Training Officers shall receive one-half (1/2) hour of overtime pay for every shift worked as a Field Training Officer.
- d. Effective July 1, 2017, when no officer above the rank of Patrolman is on duty, the police officer of the department who is left in the capacity of Supervisor, known as the OIC (Officer in Charge), shall receive an additional sum equal to one (1) hour of overtime pay for every shift worked as an OIC.

Section 6.

- a. Effective July 1, 2017 the Animal Control Officer shall be paid at the following Step 1 hourly rate and shall thereafter advance one step on each employment anniversary date until reaching maximum:

(2.3%)

| | |
|--------|---------|
| STEP 1 | \$20.52 |
| STEP 2 | \$21.35 |
| STEP 3 | \$21.65 |
| STEP 4 | \$22.11 |
| STEP 5 | \$22.58 |

- b. Effective July 1, 2018 the following hourly rate shall be paid to the Animal Control at his/her appropriate step:

(2.3%)

| | |
|--------|---------|
| STEP 1 | \$20.99 |
| STEP 2 | \$21.84 |
| STEP 3 | \$22.14 |
| STEP 4 | \$22.62 |
| STEP 5 | \$23.10 |

- c. Effective July 1, 2019 the following hourly rate shall be paid to the Animal Control Officer at his/her

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appropriate step:

(2.3%)

| | |
|--------|---------|
| STEP 1 | \$21.48 |
| STEP 2 | \$22.34 |
| STEP 3 | \$22.65 |
| STEP 4 | \$23.14 |
| STEP 5 | \$23.63 |

c. Effective July 1, 2020 the following hourly rate shall be paid to the Animal Control Officer at his/her appropriate step:

(2.3%)

| | |
|--------|---------|
| STEP 1 | \$21.97 |
| STEP 2 | \$22.86 |
| STEP 3 | \$23.17 |
| STEP 4 | \$23.67 |
| STEP 5 | \$24.17 |

Section 7.

All employees shall be paid on a fifty-two (52) week work schedule.

ARTICLE XIX INSURANCE

Section 1.

A. The Town of Easton shall provide and pay current insurances for all employees, their spouses and children, in accordance with the State 2.0 Partnership Plan. Should the impact of any State or Federal tax negatively impact the benefit plan cost, the parties agree to reopen the agreement to discuss plan design and cost share options. A disability plan to the age of sixty-five (65) is currently provided by Anthem Insurance. Insurances in this section 1 (except the Disability Plan) as they shall exist under the then current Collective Bargaining Agreement shall be offered to retirees at the Town Group Rate to age sixty-five [65] and such premiums shall be paid by said retiree if the same is available through the carrier then providing insurances coverage to the Town of Easton. If such insurance carrier does not allow retirees to participate at the Town group rates,-the Town of Easton shall not be required to provide any insurance coverage to the retiree.

Section 2.

Effective July 1, 2014, and annually thereafter, the Town shall provide and pay for a Life Insurance Policy of One Hundred Thousand Dollars (\$100,000) for each employee in the bargaining unit with a double indemnity clause as provided in the current Town Life Insurance Contract.

Section 3.

In the event the Town desires to changes insurance carriers present coverage and benefits shall be substantially equal to or better than present coverage or benefits. In the event of a desired change, the Town shall provide the Union with not less than sixty [60] days' notice during which period the Union may request negotiations, including, if necessary, arbitration over the proposed change and no change shall be implemented until the conclusion of such change. Notwithstanding the requirements of notice and negotiations, in the event of any emergency (e.g., cancellation or refusal to renew coverage by the carrier) the Town shall use the coverage but the Union shall have the right to grieve any reduction in benefits.

Section 4.

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

Section 5. Effective July 1, 2017, premium cost share is 10%, effective July 1, 2018, premium cost share is 11%, effective July 1, 2019, premium cost share is 12% and effective July 1, 2020, premium cost share is 13%.

Section 6.

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

Section 7.

The Town shall continue to provide and pay for the Disability Insurance Policy that has traditionally been provided to each employee in the bargaining unit.

Section 8.

Employees who elect not to take the health insurance coverage provided by the Town, upon signing of a waiver, shall receive the following annual payment in lieu of such coverages less necessary taxes:

- \$1,000 (if eligible for individual coverage)
- \$2,000 (if eligible for individual plus one dependent coverage)
- \$3,000 (if eligible for family coverage)

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ARTICLE XX
INJURY LEAVE

Section 1. The Town shall pay the difference between the temporary total benefits under the Worker's Compensation Act for a compensable injury and the employee's full take-home pay less withholding tax, social security and other authorized deductions for a period of eighteen (18) months and the employee shall cooperate in obtaining payment of any disability coverage provided by the Town and any such payment shall be paid to the Town to be applied partial in reimbursement against the payments due the employee under this section.

Section 2. If an employee is declared injured or sick to the extent he cannot perform his usual police functions for a period of ninety (90) days, then, in that case, the Town may consider retirement of the employee as provided in Retirement and Pension Plan.

ARTICLE XXI
EDUCATION INCENTIVE

Section 1. The Town shall reimburse each employee, within thirty [30] days of submission for such reimbursement, for the actual cost of tuition and books for all actual courses that were approved at a Grade C or better, in each course, in subjects which are designated to increase his proficiency in his present or potential future duty assignments in the Police Department with approval of the Police Commissioners as to the courses or subject matter which shall not be unreasonably withheld.

Section 2. The Town shall pay to each employee in the month of January of each year, the following amounts for a higher education degree or certificate earned. The Town reserves the right to request a copy of the diploma or certificate earned:

| | |
|--------------------|-------------|
| Associate's Degree | \$ 500.00 |
| Bachelor's Degree | \$ 750.00 |
| Master's Degree | \$ 1,000.00 |

ARTICLE XXII
PERSONAL DAYS

The members of the Department shall receive two [2] personal days with pay, in each fiscal year.

ARTICLE XXIII
OUTSIDE WORK

The Town hereby gives permission to the employees to obtain part-time employment, other than bartender or security work, which shall not be in conflict with his police duties or employment. The employee shall advise the Town in writing of the nature and place of such outside work.

ARTICLE XXIV
RESIDENCY RADIUS

Each employee in the bargaining unit shall reside in the State of Connecticut and within a thirty - five (35) mile radius of the Police Station - currently Easton Town Hall.

ARTICLE XXV
LONGEVITY

In each fiscal year, all eligible employees in the Police Department shall have the following longevity paid in a lump sum on or about the first pay date in July or on or about the first pay date in December, at employee's discretion.

| | |
|-------------------------------------------------------------------------------------------------------------------|----------|
| Completion of six [6] years to nine (9) years of service prior to the fiscal year in which payment is to be made: | \$400.00 |
|-------------------------------------------------------------------------------------------------------------------|----------|

| | |
|-------------------------------------------------------------------------------------------------------------------------|----------|
| Completion of ten [10] years to fourteen (14) years of service prior to the fiscal year in which payment is to be made: | \$750.00 |
|-------------------------------------------------------------------------------------------------------------------------|----------|

| | |
|---------------------------------------------------------------------------------------------------------------------------|------------|
| Completion of fifteen [15] years to twenty (20) years of service prior to the fiscal year in which payment is to be made: | \$1,350.00 |
|---------------------------------------------------------------------------------------------------------------------------|------------|

| | |
|-------------------------------------------------------------------------------------------------------------|------------|
| Completion of twenty [20] years or more of service prior to the fiscal year in which payment is to be made: | \$1,500.00 |
|-------------------------------------------------------------------------------------------------------------|------------|

The Animal Control Officer shall receive longevity in accordance with the above years of completed service but in an amount equal to three quarters (3/4) that paid to sworn police officers. Employees hired after July 1, 2017 shall receive one-half (1/2) of the above rates.

ARTICLE XXVI
ANNUAL PHYSICAL

The Town of Easton, at its expense, shall require the employee to take an annual physical which shall include a chest x-ray, cardiogram and blood test, also an eye examination. Such physical shall be given by a physician or physicians designated by the Town, who upon completion of such examination, shall give the results of such examination to each such employee and the Town. The employee may use his own physician or physicians for the examination provided the Town shall only pay the cost it would have paid had the physician or physicians selected by the Chief had been used, the Employee shall not lose more time from work than he or she would have had the physician or physicians selected by the Chief had been used, the Employee shall not be paid overtime for the time of the examination and the Employee shall sign an authorization for the Town to obtain the results as to whether the Employee is fit for duty.. Health insurance provided by the Town may be used for part or all of the cost of the physical provided that if the health insurance is so used and the employee is required to have a second physical which his insurance will not cover despite the employee's reasonable efforts to obtain coverage, the Town shall reimburse the employee an amount equal to the cost of the initial physical. The Chief may designate the facility at which the physical is to be performed. Chest x-rays may be waived by the employee. Officers having their annual physical and eye exams done on their own time shall receive one (1) hour overtime compensation for each such exam. The Chief shall give at least a thirty [30] days notice of a thirty [30] day period in which the examinations shall be completed. Scheduling of physical and annual eye exams shall be at the discretion of the Chief. It is understood that blood samples or urine specimens provided in the course of a physical examination shall not be subject to testing for substance abuse unless such sample or specimen has been collected in accordance with the Department's Substance Abuse Policy for Employees.

ARTICLE XXVII
MANAGEMENT'S RIGHTS

Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the Town has retained all customary management rights and that the right to manage the business of the Town and direct the working force of the Police Department is vested exclusively in e Town, which rights shall include the right to hire, promote, demote, and transfer, to suspend, discharge or otherwise discipline for just cause, to maintain discipline and efficiency

of employees and prescribe reasonable rules to that end, to lay-off because of lack of work and/or a lack of Town funding, to dismiss for disciplinary just cause, to determine the extent to which work or employment shall be increased or reduced, including the exclusive right to plan, direct and control the police operations, to adopt rules, regulations and procedures governing police operations and to change equipment or facilities which do not affect wages, hours or other terms and conditions of employment.

ARTICLE XXVIII

PRIOR PRACTICE

Nothing in this Agreement shall be construed as abridging any rights, benefits or privileges under the Pension Plan that employees have enjoyed heretofore, unless amended by Article XXXI.

ARTICLE XXIX

VALIDITY

If any Article or Section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other Articles or Sections, or portions thereof.

ARTICLE XXX

TRAINING, INSPECTION, AND MEETINGS

Section 1. The Chief shall be permitted to schedule officers to attend training sessions, seminars, inspections, public relations affairs on behalf of the Town or Police Work related meetings. Any Officer so scheduled, by the Chief, on the Employee's off-duty time, shall be paid at the Overtime Rate of pay with a four [4] hour minimum.

Section 2. Officers shall be paid for their actual round trip travel time to attend any training, inspections or meetings outlined in Section 1 of this Article. Officers working the day shift may report directly to training, inspections or meetings, with prior approval of the Chief of Police, or his designee. Travel time shall commence when an Officer leaves his/her residence and shall be completed upon their return home, rounded off to the nearest quarter hour.

ARTICLE VOCE**PENSION**

Employees shall continue to be covered under the Connecticut Municipal Employees' Retirement System (MERS) in accordance with its provisions and conditions as amended to the date of this Agreement.

ARTICLE XXXII**PROMOTIONS**

Section 1. The Town of Easton shall cause a competitive examination to be held from time to time by an independent agency to fill vacancies in the positions of Sergeant, Lieutenant and Detective. The examination shall be open to those persons who meet minimum qualifications established in this Article for the classification. All future vacancies in this bargaining unit position shall be filled in the same manner.

Section 2. Each candidate who meets such minimum qualifications shall be permitted to participate in all parts of the examination, provided, however, that said candidate has attained a minimum grade of seventy percent [70%] in the written examination.

Section 3. Candidates attaining a grade of at least seventy percent [70%] on the written examination shall participate in an oral examination by a panel of three [3] active police officers selected from towns or cities not closer than ten [10] miles from the Easton Town line and who shall be of at least one [1] grade higher than the position for which they are scoring. This panel shall draw up the questions to be asked each candidate with a numerical score from one to one hundred given by each panel member scoring which shall then be averaged out as the oral grade. In the event an oral panel member recognizes an applicant, then that panel member shall disqualify himself and only the remaining members shall ask the questions and numerically score the results.

Section 4. Once the written and oral grades are received they shall be totaled up with a weight of seventy percent [70%] for the written portion and thirty percent [30%] for the oral portion. Each candidate shall be advised of the scoring received by him or her on each portion of the examination and only the final grades of those taking both the written and oral examination shall be posted for no less than thirty [30] days.

Section 5. Qualifications: For an employee to be eligible to take the examination for Sergeant or Detective, the employee shall have no less than three [3] years as an active regular Easton Police Officer as of the date of the written examination. For an employee to be eligible to take the examination for Lieutenant, the employee shall have no less than three [3] years as an active Easton Sergeant as of the date of the examination. The time in service requirements for the examination for Lieutenant may be waived by

the Chief to meet the needs of the Department or be an Easton Police Officer for over one (1) year and have over five (5) years of previous supervisory experience in another law enforcement agency.

Section 6. The Board of Police Commissioners may appoint one of the three highest-ranking candidates within thirty [30] days of the posting of the final scores. A newly appointed Sergeant, Lieutenant or Detective shall be required to complete a six [6] month probationary period.

Section 7. The promotional list shall remain in effect for a period of twenty-four [24] months.

ARTICLE XXXIII

MISCELLANEOUS

Section 1. No member of the bargaining unit shall be required to do mechanical work on the police cars or routinely change tires. In emergencies employees may be required to replace a flat tire.

Section 2. If a unit is available, the practice of being picked up to report to duty within the Town of Easton shall be continued.

Section 3. The Employee, with prior notification to the dispatcher, and approval of supervisor on duty shall be pennitted to take a half ¹/₂ hour lunch break at the closest available restaurant in adjoining towns. If only two [2] regular Police Officers are working, a meal pick-up shall be allowed at adjoining towns. Such break shall not constitute a violation of the minimum manpower clause.

Section 4. All police cars shall be provided with AM/FM radios to be paid for by the Town. In the event any Easton Police car sustains any electrical or mechanical problems, such vehicle shall be repaired within a reasonable period of time, which shall not exceed two [2] weeks, with the exception of parts unavailability.

Section 5. Mail deliveries shall be made as approved by the First Selectman.

Section 6. Lockers shall be provided each employee within the police building.

Section 7. Patrolmen shall be required to keep the inside of their cars clean.

Section 8. Inspection of the personnel of the Department may occur twice a year at a time designated by the Chief of Police.

Section 9. All new Easton police cars shall be purchased with air conditioning and in the event of malfunction such air conditioning shall be repaired in a reasonable period of time.

Section 10.

Any Officer who is served with a subpoena requiring him or her to appear in criminal court (including

motor vehicle hearings) in his or her official capacity as an Officer of the Town of Easton at a time he or she is not scheduled to work, shall be paid at the Overtime Rate of pay with a four (4) hour minimum. Any reimbursement or fee paid to the officer by the State of Connecticut, the United States government or a private party shall be turned over to the Town.

Section 11. An Officer who is called to jury duty shall notify the Town as soon as reasonably possible and shall keep the Town advised of his or her status as a juror if selected. Any Officer called and required to serve on jury duty, on his or her scheduled work tours, shall continue to receive all salaries and benefits of this Agreement. Any monies received from the State of Connecticut or the United States Government, for time spent on jury duty on the Officer's normally scheduled work hours, shall be turned over to the Town. An Officer scheduled to work a day shift who is released from jury duty before noon shall report to work immediately after such release. An officer who is scheduled to work an evening or midnight shift shall attempt to schedule his or her jury duty so that he or she is off on the day before the first day of the jury duty. If such scheduling cannot be arranged for jury duty of more than one (1) day, the Officer's shift shall be switched.

Section 12. Officers who do not use any sick leave in a calendar year shall be granted one [1] working day off, with pay, with prior approval of the Chief of Police or designee. Said day off must be taken within the following calendar year, and is not accumulative.

Section 13. Regarding Section 31-306 of the C.G.S., addressing burial expenses, the Town shall pay, in full, the amount of the deceased Officer's burial expenses that exceed the State payment with a \$5,000 maximum benefit to be incurred by the Town. Reimbursement shall be to the family, provided an itemized bill is submitted within one [1] year of death. Payment shall be made in full within thirty [30] days of submission.

Section 14. The Audio Video Procedures shall be in accordance with established department policies.

Section 15. The use of one gender or number shall include other genders or numbers as appropriate.

Section 16. The Town shall not be responsible to pay officers who are called to testify or give depositions other than in criminal or civil matters involving their duty to Easton.

Section 17. The provision of this Article shall govern Officers special assignments. In accordance with the Article, Officers given a special assignment in accordance with this Article serve at the discretion of the Chief and the special assignment may be terminated at any time with or without cause.

A) The following shall apply to the Canine Officer:

- a. So long as the Canine Officer serves as such, he/she shall be paid a stipend of

\$300.00 per month payable with the first paycheck of each succeeding month.

- b. Upon retirement of the dog, the Canine Officer shall have the option to purchase the dog for \$1.00.
- c. The Canine Officer will have exclusive use of a marked patrol vehicle equipped for canine use which vehicle is available on a "take home" basis provided the vehicle shall not be for personal use when taken home. Use of the vehicle shall be at the discretion of the Chief.
- d. The Town shall provide appropriate training for the Canine Officer and the dog, which is presently approximately sixteen (16) hours per month.
- e. The Canine Officer shall not be assigned to the midnight shift.
- f. Nothing contained in this Section shall require the Town to maintain a Canine Officer or a dog.

B) The School Resource Officer shall receive a stipend of one hundred dollars (\$100.00) per month.

C) If performed, the Animal Control Officer shall receive a stipend of two hundred dollars (\$200.00) per month payable with the first paycheck of the succeeding month for custodial tasks at the Animal Control Shelter starting with the month of April 2016. The Town is not obligated to employ the Animal Control Officer for custodial duties.

ARTICLE XXXIV

COMPUTER WORK OFF DUTY

The following shall apply to the computer officer:

- a. So long as the computer officer serves as such, he will be paid a stipend of \$400.00 per month payable with the first paycheck of the succeeding month. If existing employee no longer occupies said position and the Town chooses to maintain a computer officer, the Town and Union agree to bargain what the compensation for said position shall be.
- b. The computer officer shall be available for telephone consultation and shall carry his cell phone with him at all time when off duty.
- c. The computer officer shall respond to a reasonable number of calls requiring him to come to headquarters to resolve computer difficulties which cannot be resolved over the telephone.
- d. Nothing contained in this Section shall require the Town to maintain a computer officer.

**ARTICLE XXXV
SUBSTANCE ABUSE POLICY
(DRUG TESTING)**

**POLICE DEPARTMENT OF THE TOWN OF EASTON SUBSTANCE ABUSE POLICY FOR
EMPLOYEES**

The provisions of police services to a community are an extremely responsible and hazardous activity. Therefore, the safety of the Department's employees and equipment, as well as the safety of the general public, are of paramount concern. Due to the nature of the Department's work, any imprecision, inaccuracy or lack of clear thinking on the part of any employee brought about by the use or misuse of drugs or alcohol is clearly unacceptable as it exposes many people to the risk of injury or death. For this reason, and also to comply with any obligations the Department may have under the Drug-Free Workplace Act of 1988, the attainment of an alcohol and drug free workforce is one of our Department's primary goals. This Policy is an important subpart of the Department's general policy, which requires all employees to be in suitable mental and physical condition while at work and to perform their jobs in a satisfactory manner. Because of the Department's commitment to safety and to fulfilling any obligations it may have under Federal laws, the Department has established the following rules and regulations regarding alcohol and drugs:

SECTION 1: IN GENERAL

1.1 Definitions & Scope

1.1.1 For the purposes of this Policy, being "under the influence" means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance.

1.1.2 "Illegal drug" means any drug [a] not legally obtainable or [b] legally obtainable but not legally obtained or used. Therefore, the term includes prescription drugs obtained illegally and prescription drugs not being used for prescribed purposes. It also includes marijuana, cocaine, heroin, and derivatives of those drugs, among other illegal drugs.

1.1.3 "Legal drug" includes prescribed and over-the-counter drugs legally obtained and being used for the purpose for which they were prescribed and/or manufactured.

1.2 This Policy applies to all employees of the Department.

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SECTION 2: ALCOHOL

- 2.1 Consuming alcohol or being under the influence of alcohol during working hours or in Department vehicles at any time is prohibited.
- 2.2 The possession, purchase, transfer or sale of alcohol during working hours or in Department vehicles at any time is prohibited.

SECTION 3: LEGAL DRUGS

- 3.1 No legal drugs shall be brought onto Department owned or controlled premises or into a Department vehicle by any person other than the one for whom the drug was properly prescribed; however, with the permission of the Chief of Police, or his designate, an officer may pick up prescriptions for family members. Legal drugs are to be used only in a manner, combination and quantity as prescribed or directed.
- 3.2 For certain job positions, an employee's use of legal drug(s) can pose a significant risk to the safety of the employee or others. Therefore, employees shall immediately inform the Department when the prescribing physician advises the employee that such drug(s) will impair working abilities.

SECTION 4: ILLEGAL DRUGS

- 4.1 Using or being under the influence of illegal drugs at any time is prohibited.
- 4.2 The manufacture, distribution, dispensation possession purchase, storage transfer or sale of Illegal drugs at any time is prohibited.

SECTION 5: DISCIPLINE/DISCHARGE FOR VIOLATIONS

Any violation of Articles 2, 3 or 4 will subject the employee to discipline up to and including discharge, even for a first offense.

SECTION 6: POST-EMPLOYMENT INVESTIGATIONS

- 6.1 Chemical Testing
 - 6.1.1 The Department, by a Sergeant or above, may require an employee to submit to a blood test, breathalyzer test, screening test or urinalysis for drugs and/or alcohol if the Department believes there is reasonable suspicion that the employee is under the influence of drugs or alcohol during working time or while in a Department vehicle. Probable cause shall be supported by an affidavit signed by an officer of the rank of Sergeant or above attesting to his or her belief that probable cause exists. For all purposes under this Policy, reasonable suspicion shall be defined as a belief based on observed specific, objective facts where the rational inference to be drawn under the circumstances is that the person is under the influence of drugs or alcohol.
 - 6.1.2 Any employee who refuses a request to submit to drug and/or alcohol testing pursuant to Section 6.

1.1 will be subject to discipline up to and including discharge, even for a first time refusal.

6.1.3 Any employee who receives a confirmed positive drug test for illegal drugs designated in Section 7.2, which shall be submitted to an approved laboratory or another testing facility which is mutually acceptable to the Town and the Union, will be subject to discipline up to and including discharge, even for a first offense.

6.1.4 Employees will be given a reasonable opportunity to provide an explanation acceptable to the Department for a confirmed positive drug test result for legal drugs whether listed or not listed in Section 7.2 or a positive alcohol test. An employee providing an unacceptable explanation will be subject to discipline up to including discharge, even for a first offense.

SECTION 7: TESTING PROCEDURE

7.1 All employees subject to testing pursuant to Article 6 will be provided with consent forms for post-employment alcohol and drug screening. No individual will be tested without having first executed such form. The Department reserves the right to discipline, up to and including discharge, any employee who refuses to execute and fully complete a consent form pursuant to the provisions of this Agreement.

7.2 The Department will test for the following substances, for other illegal drugs and for any other substances as may be required by State or Federal law or regulation:

Alcohol

Marijuana [cannabinoid metabolites] Amphetamines Methadone

Barbiturates Hallucinogens

Benzodiazepines Opiate derivatives [heroin, morphine, codeine]

Cocaine Metabolites Phencyclidine [PCP]

Methaqualone

The Department reserves the right to conduct a periodic review of the foregoing list and to add additional drugs to the list, with notice and meeting with the Police Union.

7.3 All specimens for urinalysis testing will be collected at Department designated medical and/or testing facilities and will be performed at the Department's expense.

7.4 Any urinalysis drug test determined to be positive shall be confirmed by a second urinalysis drug test. Any sample determined to be positive after said second urinalysis drug test shall be confirmed by a third test performed utilizing Gas Chromatography/Mass Spectrometry or an equally reliable methodology. All testing shall be conducted in a manner that will ensure that the chain of custody has been maintained.

7.5 If urinalysis drug testing is used, no Department representative or agent shall directly observe the

employee producing a urine specimen.

7.6 Employees will be provided test results and copies thereof upon request.

7.7 All medical records, including records pertaining to alcohol or drug tests or the therapy or rehabilitation efforts of drug or alcohol-dependent employees are protected as medically confidential. Information concerning drug screening and rehabilitation procedures involving employees will not be revealed except as appropriate on a need to know basis for the purpose of protecting the employee's safety, the safety of others, or Department operations or property or upon the order of a court or administrative body having jurisdiction or upon the written authorization of the employees.

SECTION 8: CRIMINAL DRUG STATUTE CONVICTIONS

8.1 Upon his or her conviction for a violation of a criminal drug statute, an employee must notify the Department of the conviction within five [5] calendar days.

8.2 An employee convicted of such a violation of a criminal drug statute will be subject to discipline up to and including discharge, even for a first offense.

8.3 For the purposes of this Policy, "criminal drug statute" means a federal or nonfederal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

8.4 For the purposes of this Article, "controlled substance", means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act [21 U.S.C..812] and as further defined in regulation at 21 CFR 1308.11-.15

8.5 For the purposes of this Policy "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

SECTION 9: EMPLOYEE ASSISTANCE PROGRAM

9.1 Both the Town and the Union strongly favor a drug free work environment. To that end, employees are urged to seek counseling, evaluation, and treatment if needed. The Town shall establish a list of area resources for counseling, evaluation and treatment.

VOLUNTARY REQUESTS FOR ASSISTANCE

If an employee requests help for a substance abuse problem before his or her job performance has been adversely affected, the Town will offer rehabilitation assistance. The employee must voluntarily request this assistance and must voluntarily agree to comply with the terms of the rehabilitation program. All requests for such assistance shall be made to the Chief of Police. Certain approved treatment expenses are covered by the Department's major medical plan. If an

unpaid leave of absence is required for adequate treatment, it will be granted for a period not to exceed forty-five [45] days. Accrued sick days and/or accrued vacation days may also be utilized, if requested by the employee. Any information which the Department receives from the employee or others in connection with treatment, such as requests for leaves of absence, etc., will be treated with confidentiality. It is the responsibility of each employee, however, to seek assistance from the Department before alcohol and drug problems lead to disciplinary action, which can include discharge for a first offense. The employee's decision to seek assistance through the Department or a rehabilitation program will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. Further, the employee's job, career, and promotability are not diminished due to any application for assistance or involvement in a treatment program.

In coordination with a rehabilitation program and/or upon the expiration of a leave of absence for rehabilitation purposes, the employee will be allowed to continue working or will be returned to work when the employee voluntarily agrees to submit to alcohol and drug screening, fully at the Town's expense, including blood or urine tests on a periodic or random basis for a period of one [1] year from the completion of the rehabilitation program. Failure to remain alcohol and drug free upon completion of a rehabilitation program will result in immediate dismissal.

Employee assistance is a two-way street. We recognize the need for Department understanding and involvement and are committed to offer such understanding and involvement. Individuals who are afflicted by these disabilities, however, must recognize the need to seek aid immediately. Since a violation of the rules established by this Substance Abuse Policy may result in immediate discharge, a request for employee assistance after such a violation is too late.

SECTION 10: MISCELLANEOUS

10.1 Searches

The Department reserves the right to conduct unannounced searches of its property, vehicles and facilities, including work areas, desks and lockers assigned to employees, at any time. No employee has the right to interfere with or object to such searches of Department property based on expectations of privacy or otherwise.

The Department for probable cause, as required by statute, reserves the right to search personal property belonging to employees, such as but not limited to, lunch boxes or bags, pocketbooks or briefcases if such property is brought onto Department premises or into Department vehicles. Searches of the persons of

employees, including articles of clothing being worn by employees, are prohibited unless under authority of a search warrant.

102 Involvement of Law Enforcement or Regulatory Agencies

Violations of this Policy shall not be referred to local, state and/or federal law enforcement agencies with the sole exception being violations uncovered as a result of a criminal investigation and subject to all normal procedural and substantive due process.

103 Amendment of Substance Abuse Policy

The Town reserves the right to reopen negotiations to amend any or all of this Substance Abuse Policy or to terminate it in its entirety.

RELATIONSHIP BETWEEN SUBSTANCE ABUSE POLICY, STATE LAW OR REGULATION,
ANY COLLECTIVE BARGAINING AGREEMENT, AND THE DEPARTMENTS DUTY
MANUAL

Nothing contained in this Policy shall be deemed or construed to limit in any way whatsoever any of the Department's rights under State law or regulations or under the Management Rights clause or other provision of this collective bargaining agreement. Further, this Policy shall not be deemed or construed to reduce in any way the Department's rights or authority as established or described in the Department's Duty Manual or other rules, regulations or procedures.

POLICE DEPARTMENT OF THE TOWN OF EASTON EMPLOYEE CONSENT TO ALCOHOL
AND DRUG SCREENING

Pursuant to the Easton Police Department's Substance Abuse Policy For Employees, I have been instructed by the Police Department of the Town of Easton (the "Department") to submit to a test which includes the collection of blood, urine and/or breath samples and other necessary medical procedures to determine the presence or use of alcohol, drugs or controlled substances. In accordance with the Department's Substance Abuse Policy For Employees, I hereby voluntarily consent to provide the Department with blood, urine and/or breath samples for testing purposes at a medical and/or testing facility designated by the Department. I consent to having the specimen tested at an approved laboratory or another facility mutually acceptable to the Town and Local #2618, Council # 4, AFSCME. Further, I certify that the specimen collected from me will be mine and will not be adulterated and altered in any manner. The tests will be used to detect the presence of: alcohol, methadone, amphetamines, methaqualone, barbiturates, opium derivatives, [heroin, morphine, codeine] Benzodiazepines, phencyclidine [PCP], cocaine metabolites, marijuana [cannabinoid metabolites], hallucinogens

I have taken the following drugs, alcohol or substances within the last thirty [30] days:

| <u>Name</u> | <u>Amount</u> |
|-------------|---------------|
|-------------|---------------|

Sleeping pills

Diet pills

Pain relief pills

Cold tablets

Any other over-the counter medication

Any other prescribed medications or substances

Alcohol

All screening tests for drugs are subject to careful testing procedures with mandatory confirmation of any preliminary positive tests. I understand that if my test indicates a confirmed positive for illegal drugs I will be subject to discipline up to and including discharge. I will be given reasonable opportunity to explain confirmed positive tests for substances other than illegal drugs. I understand that an employee providing an unacceptable explanation is subject to discipline up to and including discharge. I understand the results of these tests and other relevant medical information may be used for employment decisions and I hereby authorize the designated laboratory to release test results to the departments outside medical advisor for appropriate review. I understand that I may request a copy of any tests taken as

part of the physical examination upon receipt of the results by the Department's outside medical advisor from the laboratory. I understand that if I refuse to or fail to consent or take any test; I will be subject to discipline up to and including discharge.

AGREED TO:

Signature _____ Date _____

WITNESS:

Signature _____ Date _____

REFUSED:

Signature _____ Date _____

WITNESS:

Signature _____ Date _____

REASON [S] FOR

REFUSAL: _____

ARTICLE XXI**DURATION**

The provisions of this Agreement shall commence effective July 1, 2017 and continue through June 30, 2021.

Either party may demand negotiations for a new agreement by serving written notice of desire to negotiate a new agreement no earlier than one hundred eighty [180] nor less than one hundred twenty [120] days prior to the expiration of this Agreement. Failure to request such notice shall automatically continue this Agreement for an additional one [1] year at which time notice for renegotiations shall be as outlined as above.

FOR THE TOWN:

FOR THE UNION:

a/67)7ff

Adam Dunsby, First Selectman

Mark S. Pastor

Mark S. Pastor

DATED: 8/1/17

DATED: 8/1/17