

TOWN OF OXFORD
and
TEAMSTERS LOCAL UNION NO. 677
July 1, 2021, to June 30, 2025

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TOWN OF OXFORD, CT
Margaret A. West
TOWN CLERK

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THIS AGREEMENT is between the **TOWN OF OXFORD, NEW HAVEN COUNTY, STATE OF CONNECTICUT**, hereinafter referred to as the "**TOWN**," and **TEAMSTERS LOCAL UNION NO. 677**, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helper of America, hereinafter referred to as the "**UNION**."

PREAMBLE:

The welfare of the Town of Oxford and its employees is dependent upon the service the Town renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the Town Management and the Union Organization of its employees. An obligation rests upon the Management, upon the Union and upon each employee to render honest, efficient and economical service. The spirit of cooperation between the Management and the Union and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

1. MANAGEMENT RIGHTS:

- A. There are no provisions in the Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this contract unless and only to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Town's rights, powers and authority include, but are not limited to, the right to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated; additions thereto; replacements, curtailments or transfer thereof; removal of equipment; outside purchases of product or services; the scheduling of operations; means and processes of operation; the materials to be used and the right to introduce new and improved methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect to establish and change production standards and quality standards; determine the qualifications of employees; regulate quality and quantity of production and to run the Department efficiently. Provided, however, the Town hereby agrees that it shall first use Town equipment and employees for work done by the Public Works Department, if the Town has the equipment and the manpower to do said job and it is in the usual mode of operation based on past practices, the Town hereby expressly reserves the right to let out any work on a bid basis.
- B. The Union therefore agrees that it and the employees will wholeheartedly cooperate with the Town to assure that each employee performs a fair day's work.

2. RECOGNITION:

The Town recognizes and acknowledges that the Union, its duly authorized agents, representatives, successors are the exclusive bargaining agent for the employees in the departments hereinafter referred to in this Agreement between the Town of Oxford and the Union, namely, the Public Works Department.

3. UNION SECURITY:

- A. All present employees of the Public Works Department, who are members of the Union on the effective date of this Agreement, shall remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment.
- B. All employees hired after the effective date of this Agreement and who work regularly in excess of twenty (20) hours per week, excluding seasonal employees, shall become and remain members in good standing of the Union by payment of the required initiation fee and regular monthly dues of the Local Union. Said dues and initiation fee shall be paid on the 31st day following the date of employment.
- C. All new employees shall serve a six (6) month probation period and shall work under the provisions of this Agreement. During this time, they may be dismissed by the Town without protest by the Union. If the Town has determined that the new employee has not satisfactorily completed his/her probationary period, it may request, at its sole discretion, that the new employee and the Union agree to an additional six (6) month probationary period. If both the Union and the new employee agree to the extension of the probationary period, the new employee shall continue as a probationary employee for the additional period and may be dismissed by the Town during the additional probationary period without protest by the Union.

4. DUES CHECKOFF:

- A. The Town will deduct from wages of each employee who individually and voluntarily certifies in writing to the Town that they authorize such deductions, the uniform monthly dues and initiation fees in the amount not to exceed ten (10%) percent of initiation fee per week hereafter levied by the Union in accordance with its constitution and by-laws. Such authorization shall be effective the month received by the Town.

- B. Deductions will be made on the first pay day of each calendar month, and all sums deducted shall be remitted to the said Local Union no later than the end of the calendar month in which the deductions are made.
- C. "Administrative Dues" - The Employer agrees to deduct the amount of Five (\$.05) Cents per hour for each hour worked. The maximum weekly deduction shall not exceed Two (\$2.00) Dollars from the weekly pay of each employee who shall have authorized such deduction, in writing, as "Administrative Dues". Deductions shall be made from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so, in writing, on an administrative dues authorization form to be furnished to the Employer.
- D. The Union agrees to defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Employer for the purpose of complying with the provisions of Section 4.

5. **PENSION PLAN:**

The Town will provide the MERF Pension Plan as of July 1, 1992 under the same terms and conditions as presently exist with employees life insurance.

A. If and when allowed by the State of Connecticut and the State Pension Board all new employees hired after July 1, 2020 will not be members of "MERF" Municipal Employee Retirement Fund but will be entitled to a 401K with the Town matching up to 6% of the base annual pay. This is for new hires only. Employees can contribute to the Town's 457 Plan as it now exists.

6. **DISCHARGE AND DISCIPLINE:**

The Employer shall have the right to discharge, suspend or discipline an employee for just cause.

- A. In all cases involving a written warning notice that is to be placed in the employee's personnel file, discharge or suspension of an employee, the Employer must immediately notify the employee in writing of this warning notice, discharge, or suspension and the reason therefore. Such written notice shall also be given to the shop steward and a copy mailed to the Union office within five (5) days from the time of discharge or suspension.
- B. The Town and the Union agree on a drug policy which is attached hereto as Schedule A. All discipline resulting from a violation of the Drug and Alcohol Testing Policy shall be in accordance with the terms of the policy.

7. **HOURS OF WORK:**

- A. Regular hours of employment for all employees in the bargaining unit shall be forty (40) hours per week, divided equally over five (5) consecutive working days of eight (8) hours. Monday through Friday, from 7:00 a.m. to 3:00 p.m., Summer hours 6am- 2pm Memorial Day through Labor Day including a twenty (20) minute paid lunch period. However, the hours of work for the

position of Recycling/Utility person will be 7:00 a.m. to 3:00 p.m., Tuesday Thursday, Friday and Saturday, including a twenty (20) minute paid lunch break. During the summer, Wednesday hours for the position of Recycling/Utility person will be 10:00 a.m. to 6:00 p.m., including a twenty (20) minute paid lunch break. During the winter, Wednesday hours for the position of Recycling/Utility person will be 8:00 a.m. to 4:00 p.m. including a twenty (20) minute paid lunch break. Summer and winter hours will change in accordance with daylight savings time. When three or more employees are working together on a job site, one employee will be allowed to leave the job site to pick up lunch for the crew. When two or less employees are working on a job site and leave the job site for lunch the paid twenty (20) minute lunch will include travel time from the job site and back to the job site.

- B. Time worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater, shall be paid as overtime at one and one-half (1 1/2) times the normal hourly rate.
- C. Saturday hours shall be paid at one and one-half (1 1/2) times the normal hourly rate, including hours worked at the recycling center. However, the Recycling/Utility person will not receive overtime pay for hours worked on Saturday; rather, the Recycling/Utility person shall be paid at one and one-half (1 1/2) times his/her normal hourly rate for hours worked on Monday.
- D. Sunday hours shall be paid at two (2) times the normal hourly rate. On available and overtime work, permanent employees shall be given preference and called in before any part-time or spare help, on a rotation basis by job classification.
- E. On available and overtime work, permanent employees shall be given preference and called in before any part-time or spare help, on a rotation basis by job classification.
- F. A minimum of three (3) hours shall be paid on emergency calls.
- G. Nothing herein shall be construed as a guarantee by the Town of an eight (8) hour day or forty (40) hour week.
- H. When Town employees are assigned to work in conjunction with hired outside contractors, the Union, whenever possible, shall be consulted at the Local level for adjusted hours or work to conform with the hours of the contractors.
- I. The payroll period shall be from Sunday through Saturday inclusive. The Town shall have the option to convert to a pay system of at least every two weeks as long as the conversion applies to all departments. When employees have worked six (6) or more consecutive hours immediately prior to their regular starting time, they shall be relieved of duty at 11:00 a.m., and paid to the end of their normal tour of duty, in such cases the employees will be rested and available in the event

of another emergency occurrence. If, however, the First Selectman or his/her designee calls an employee back to work during his/her normal tour of duty, he will not receive minimum call in pay as set forth above in Section 7.F. or be paid for hours worked until the end of his/her normal tour of duty. Hours worked beyond his/her normal tour of duty of eight (8) hours will be paid one and one-half (1 1/2) times his/her normal hourly rate.

- J. All hours worked before or after the employees regular hours will be paid at time and one-half the normal rate.

8. SENIORITY :

A. Definitions:

Seniority shall be defined as being equal to the length of time an employee has been continuously employed by the Employer performing work covered by this Agreement.

B. Accrual of Seniority:

Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the employee's seniority shall be considered to commence from the date first worked after hire.

C. Seniority/Work:

As to work available, preference shall be given to employees older in service and in order of their seniority.

D. Layoff:

The principle of seniority within job classifications shall apply in all layoffs due to lack of work in accordance with the provisions set forth below:

- (1) Probationary employees within the job classification affected shall be the first to be laid off without regard to their individual periods of employment.
- (2) If there are no probationary employees to be laid off, then the determinations as to whom shall be laid off shall be governed by seniority within the job classification.
- (3) In the event employees are scheduled to be laid off in one classification and there exists a vacant position(s) in another classification which the employee(s), in the judgment of the First Selectman or his/her designee, has and have the ability to perform, such vacant position(s) shall be offered to employee(s) scheduled to be laid off in accordance with their bargaining unit seniority. In such circumstances, if the employee does not satisfactory perform, he/she shall resume his/her laid off status.

E. Recall:

- (1) Employees who are laid off for lack of work shall be given preference in recall for a period not to exceed sixty (60) months or length of service, whichever is less, for full-time employees.
- (2) Such preference of recall shall be offered to full-time employees and part-time employees within their former job classification. If the employees are recalled within the above period after the date of layoff, they shall be reinstated and shall not lose their seniority.

F. Loss of Seniority:

An employee's seniority shall be lost when he/she:

- (1) terminates voluntarily;
- (2) is discharged for just cause;
- (3) fails to report to work within fifteen (15) calendar days after receipt of notice of recall directed to his/her last known address;
- (4) fails to report to work upon the termination of an authorized leave of absence and is terminated from employment; or
- (5) is absent for a period of two (2) consecutive work days without notifying the Employer, unless there are extenuating circumstances in which the employee was unable to notify the Employer.

An employee whose seniority is lost for any of the reasons outlined in this paragraph shall be considered as a new employee if he/she is again employed by the Employer.

9. HOLIDAYS:

- A. Effective July 1, 1985, employees shall be paid for and have the following days off as holiday or days celebrated as such:

- (1) New Year's Day
- (2) Columbus Day
- (3) Good Friday
- (4) Veteran's Day
- (5) Memorial Day
- (6) Thanksgiving Day
- (7) Independence Day
- (8) Day after Thanksgiving

- (9) Labor Day
- (10) Christmas Day
- (11) Day after Christmas Day
- (12) Four (4) floating holidays to be given at the discretion of the Town, provided that one may be taken during the month of February, subject to the needs of the Town.

Employees can use one (1) of their floating holidays to observe Martin Luther King Day.

- B. In order to be eligible for holiday pay, employees must work the last scheduled workday prior to and the next scheduled workday after such holiday.
- C. An employee will be relieved of the obligation to comply with Subsection B above if such absence is caused by such employee's bonafide injury or illness which is medically certified, or with the permission of the Employer.
- D. If an employee works on a holiday, he/she shall be paid a double time rate. If an employee works on Thanksgiving Day, Christmas and/or New Year's Day, he/she shall receive compensatory time off equal to the time actually worked on said holiday in addition to the premium pay.

10. VACATIONS:

- A. Effective July 1, 1985, all full-time permanent employees shall be granted annual leave based upon the length of service, according to date of hire, with the Public Works Department as follows:
 - (1) Employees who have completed one (1) year of service shall be entitled to a vacation with pay for two (2) weeks annually.
 - (2) Employees who have completed five (5) years of service shall be entitled to a vacation with pay for three (3) weeks annually.
 - (3) Employees who have completed ten (10) years of service shall be entitled to vacation with pay for four (4) weeks annually.
 - (4) Employees who have completed more than fifteen (15) years of service shall be entitled to one (1) additional day of vacation with pay for each year of service with the Public Works Department in excess of fifteen (15) years of service up to a maximum of two (2) additional work weeks.
- B. Employees shall be granted their vacation by seniority preference throughout the year, subject to the demands of service as determined by the Town, provided that all written requests for vacation shall be submitted to the department head or if the department head is not available, the First Selectman as follows: A vacation

schedule for the first vacation period of July 1st to December 1st shall be posted on May 1st and shall remain posted until May 31st to allow employees in order of their seniority to request vacation on the basis of seniority. The Town shall have until June 15th to reject any vacations in accordance with Subsection C herein. A vacation schedule shall be posted on November 1st and shall remain posted until November 30th to allow employees in order of their seniority to request vacation on the basis of seniority. The Town shall have until December 15th to reject any vacation in accordance with Subsection C herein. Once a vacation is approved, it shall not be rescinded except by mutual agreement. Requests for vacation for other than the May and November schedules shall be submitted in writing to the department head or, in his/her absence, the First Selectman, and shall be granted on a first received basis subject to the provisions contained in this section. There shall be no emergency recall during vacation unless the employee gives written notification to the department head or, in his/her absence, the First Selectman, of the employee's desire to be subject to emergency recall. Employees may take vacations in one (1) day increments, provided that the Employee provides at least two (2) working days of notice prior to the requested day off and subject to the Department's needs. Continuous service shall be computed from the date of hire, or last rehire, whichever is later, and shall be the basis for computing vacation eligibility.

- C. The Town shall have the right to limit the number of employees on vacation at any one time.
- D. Employees hired within the period of July 1 through September 30 shall be entitled to four days of vacation during the fiscal year. Those hired during the period of October 1st through December 31st shall be entitled to three days of vacation and those hired January 1st through March 30th shall be entitled to two days of vacation.
- E. Employees may carry over up to ten (10) vacation days into the next fiscal year; however, the amount of vacation days carried over may never exceed ten (10) vacation days more than the allotted vacation in a fiscal year.

11. SICK LEAVE/PERSONAL DAYS:

- A. Employees absent from duty who are collecting Workers' Compensation benefits shall not have sick leave counted for this absence. Sick leave shall accrue at the rate of one and one-quarter (1^{1/4}) days per month worked to a maximum of fifteen (15) days per year. Each employee may sell back to the Town on the last day in June in each fiscal year any sick leave accumulated for that year, up to a maximum of seven (7) days, at a rate of eight (8) hours per day, at the individual's wage scale for each day of sick leave so sold to the Town. Employees may bank up to five (5) unused sick days per year, not to exceed forty-five (45) days in total, for use as sick time if needed. In case of death, any accumulated sick days will be paid to any employee's spouse or estate.

- B. Employees out sick shall, on the first three (3) days, shall call the foreman within 15 minutes prior to the start of the workday. . After the third day out, such notification must be given to the department head by a doctor. An employee, punching out without approval of the foreman for illness during a storm or emergency will not be paid sick time during the balance of the day.
- C. Employees on probation are not eligible to receive sick leave benefits during their probationary period, but upon completion of said probationary period, their sick leave benefits will be credited retroactively from the date of employment.
- D. Subject exclusively to the discretion of the First Selectman, an employee who has completed at least one full year of continuous service may request the "borrowing" of sick time (for sick use purposes) against sick days that he will earn in the remainder of the fiscal year. In the event that an employee shall cease employment with the Town of Oxford, owing borrowed sick days, the borrowed sick days shall be credit to the Town of Oxford against compensation due the Employee.
- E. All full-time employees shall be permitted a total of three (3) days personal leave per fiscal year. Personal leave shall be taken only in half or full day increments. Application for personal leave must be made in writing to the First Selectman through the Working Forman at least five (5) business days prior to the day requested for personal leave.
- F. If an employee has been absent from work three (3) or more times during a rolling thirty (30) day period, the Town may require, in its discretion, a note from a licensed physician certifying the nature of the employee's next absence from work.

12. FUNERAL LEAVE:

- A. Employees covered by this Agreement shall be granted up to three (3) days off with pay, during the normal work week, at their straight time rate for eight (8) hours per day, if a death occurs in employee's immediate family. Immediate family may be defined as mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, child, stepchild grandparents, in-laws (mother-in-law, father-in-law, brother-in-law, sister-in-law). In order to be eligible for funeral leave, employees must report to work the next scheduled work day after the day of the funeral, provided, however, that if the funeral is more than 500 miles from Oxford, employees will be allowed to be absent from work the day after the funeral without penalty.
- B. Employees covered by this Agreement shall be granted up to five (5) days off with pay during a normal work week, at their straight time rate for eight (8) hours per day, if a death occurs to the spouse of an employee. In order to be eligible for

funeral leave, employees must report for work the next scheduled work day on the sixth (6th) day after the date of death.

13. EQUIPMENT:

The Employer shall install heaters, defrosters or equipment required by law on all trucks.

14. ACCESS TO JOBS, RECORDS AND TIME RECORDS:

Upon giving the First Selectman or his/her designee prior notice during **normal** business hours, authorized representatives of the Union shall have access to the Employer's establishments or any job site where employees, subject to the terms of this Agreement, are employed during the working hours for the purposes of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. Such visits shall not interfere with the operation of the Employer. Such authorized representatives of the Union shall have the right to inspect the time cards and payroll records of the individuals involved for the same purpose, and representatives of the Health and Welfare Fund shall have the right to audit such records to determine whether or not the Employer has complied with the terms of this Agreement and/or the rules and regulations of such Fund.

15. HEALTH SERVICE AND INSURANCE PLAN:

- A. As of July 1, 2021, the Employer shall contribute to Teamsters Local 677 Health Services & Insurance Plan the sum of \$10.95 per hour up to a maximum for forty (40) hours per week including overtime hours, paid holidays, and vacations, for each employee covered by this Agreement but not to exceed \$438.00 per week.
- B. As of July 1, 2022, the Employer shall contribute to Teamsters Local 677 Health Services & Insurance Plan the sum of \$11.25 per hour up to a maximum for forty (40) hours per week including overtime hours, paid holidays and vacations, for each employee covered by this Agreement, but not to exceed \$450.00 per week.
- C. As of July 1, 2023, the Employer shall contribute to Teamsters Local 677 Health Services & Insurance Plan the sum of \$11.45 per hour up to a maximum for forty (40) hours per week including overtime hours, paid holidays, and vacations, for each employee covered by this Agreement, but not to exceed \$458.00 per week.
- D. As of July 1, 2024, the Employer shall contribute to Teamsters Local 677 Health Services & Insurance Plan the sum of \$11.45 per hour up to a maximum for forty (40) hours per week including overtime hours, paid holidays, and vacations, for each employee covered by this Agreement, but not to exceed \$458.00 per week.
- E. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Service and Insurance Plan.

F. If an Employer fails to make contributions to the Health Services and Insurance Plan within 72 hours after notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this section, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

G. The Employer and the Union which are signatories hereto ratify the designation of the Employer and Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

H. If an Employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of 32 hours for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions of 32 hours shall not be paid for a period of more than twelve (12) months.

I. If for any employee who has retired, has worked at least eighteen (18) or more years for the Town and whose age added to years of service is equal to seventy-five (75) or more, the Town shall pay to the insurance carrier up to Four Thousand Five Hundred (\$4,500.00) Dollars for retiree health insurance (individual and spouse only) for the life of any retiree. Payments on behalf of an eligible spouse shall terminate one (1) year after the death of the retiree. For any employee who has worked at least 25 years or more for the Town. The Town shall pay the insurance carrier up to \$6,500 per year upon the employee being eligible to collect regular social security for the retiree Health Insurance (employee and spouse only) for the life of the retiree. Payments on behalf of the eligible spouse shall continue one (1) year after death of the retiree. It is the responsibility of the retiree to provide the premium payment notices/bills for coverage and payment information to the Town. Reimbursement payment will not be made to the retiree. When the eligible employee or spouse becomes eligible for Medicare, the payment shall be for Medicare supplemental insurance only.

J. Effective July 1, 2023 the amount payable by the Town shall be increased by the cost of living allowance (COLA) for Social Security recipients as determined in those years.

K. Life insurance coverage shall be equal to two times the employee's base salary up to the nearest thousand. Life insurance will terminate on the employees last day of employment.

16. GRIEVANCES:

A. This procedure is established to seek an equitable resolution of problems that arise as a result of an Employer employee relationship within the aforementioned departments.

B. A grievance is defined as a dispute as to the interpretation of application of the specific provisions of this Agreement. The employee, the Union and the Town

have the right to file a grievance. Grievances, as defined herein, shall be settled promptly in the manner as hereinafter set.

C. Procedure:

- (1) STEP 1. Within five (5) days of the occurrence of the event giving rise to the grievance, or the date the employee should have known it, the grieved employee, or employees, must present the grievance, in writing, to the Steward and the Department Head, or his/her representative, specifying the nature of his/her grievance and the section of the Agreement he claims to have been violated. If a satisfactory adjustment is not effected with a representative of the Employer within four (4) working days, the Steward employee shall submit such written grievance to the Union's business representative.
- (2) STEP 2. Within five (5) working days thereafter, the business representative shall then take the matter up with the Department Head, or his/her representative with authority to act on such grievance, and a decision therein must be given to the business representative within five (5) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties. In the event the business representative shall be of the opinion that an employee grievance is without merit, the Local Union shall not be required to process the matter any further, and he shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.
- (3) STEP 3. If STEP 1 and STEP 2 hereof have been complied with and a settlement of a grievance has not been effected, within twenty (20) days, the matter may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration. However, if the grievance is filed by the Union contesting a termination, it shall be filed (within twenty (20) days) with the American Arbitration Association ("AAA"); the cost of the arbitration proceeding before the AAA, which shall include the fees and expenses of the arbitrator, the charges of the AAA and the cost of the transcript, if the parties mutually agreed to order one, shall be borne equally by the parties. A copy of the written request for arbitration shall be simultaneously served on the other party.

It is the function of the arbitrator to interpret the Agreement. His/her decision or award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto. The arbitrator has not authority or power to add to, subtract from, disregard, or amend any of the written terms of this Agreement. The arbitrator's power and authority shall be limited to the application and interpretation of this Agreement.

17. SAFETY AND HEALTH:

- A. Both parties to this Agreement hold themselves responsible for mutual cooperative endorsement of safety rules and regulations.
- B. As a pre-condition of employment, an employee candidate shall take a physical at a medical facility chosen by the Town. The purpose of said physical is to determine if the employee candidate is in a physical condition to perform the duties of a public works employee including but not limited to lifting heavy objects, bending, snow plowing, etc. Said examination shall include drug and screen testing.

18. NO STRIKE OR LOCKOUT:

- A. During the life of this Agreement, there shall be no strike slowdown or stoppage of work by employee or employees, nor shall there be any lockout by the Town in any part of the Town's operation.
- B. Participation by an employee in any act violating this Article in any way will be sufficient cause for immediate discharge.

19. SUPERSENIORITY:

Officers and Stewards of the Union shall have super seniority in the event of a layoff in their same or lower classification.

20. RIGHTS:

The Town retains all rights it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged by this Agreement.

21. WAGES:

- A. Commencing and retroactive to July 1, 2021, for employees on the payroll as of the execution of this Agreement, the wage rates of the employees shall be increased by two percent (2%); commencing July 1, 2022, the wage rates of the employees shall increase by two and one half percent (2.5%); commencing July 1, 2023, the wage rates of the employees shall increase by two and one half (2.5 %); commencing July 1, 2024, the wage rate of the employees shall be increased by three percent (3%) .

- B. As a result of the above, the following rate schedule shall apply: (the rate schedule will be modified based upon the agreed upon wage increases)

JOB CLASSIFICATION	7/1/21	7/1/22	7/1/23	7/1/24
Working Foreman	\$35.48	\$36.36	\$37.27	\$38.39
Leadman	\$34.74	\$35.61	\$36.50	\$37.59
Mechanic	\$35.36	\$36.25	\$37.15	\$38.27
Utility Employee	\$31.94	\$32.73	\$33.55	\$34.56

\$

- B. The Town at its discretion, may hire and/or employ such new employees at an hourly rate up to twenty (20%) percent below the rate specified in job classification wage chart in Subsection A above. One year from the date of hire, the pay rate shall be increased to one-half the difference between the hiring rate and the job classification rate. Two years from the date of hire, the employee shall be paid the job rate.
- C. Utility employees filling in for Leadman, working foreman or mechanics for period of 3 work days or more shall receive the pay rate for the position that they fill for the period. The Town shall not be required to fill the Leadman position. This paragraph shall not apply to an employee who fills in for a lower classification.
- D. If the Town chooses to fill the vacant position of Leadman or if the position of mechanic or working foreman is vacant and is to be filled by the Town, current active employees with ten (10) years continuous service shall be given first preference. A written test for all positions will be developed by the Union and the Town or their authorized representative which test shall include questions concerning technical and personnel skills required for the position. The Union and the Town will establish a passing grade. The Town will hire/promote from the top three (3) employees with ten (10) years or more continuous service who pass the test without regard to seniority. If no employees with ten (10) years or more continuous service apply or pass the test, the Town will test employees with less than ten (10) years of continuous service if employees with less than ten (10) years of continuous service do not apply or pass the test the Town will be able to advertise the positions, test and hire other than employees that have continuous service. The Town will hire/promote from the top three applicants with preference given to employees or laid off employees to fill the position(s).
- E. There shall be available to employees the task of Driveway Inspection. Town shall post and bid this position annually on July 1st. The employee awarded the task shall be paid an annual stipend of \$4,000.00 dollars less appropriate offsets and deductions. The task shall not be allowed overtime. Inspection can take place during working hours as well as after working hours and on weekends.

22. SEPARABILITY AND SAVINGS CLAUSE:

If any section or subsection of this agreement, or of any supplements or riders thereto, should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any section or subsection should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any supplements or riders thereto, or the application of such section or subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any section or subsection is held invalid or its operation or application restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such section or subsection during the period of invalidity or restraint.

23. PRIOR PRACTICES:

Nothing in this Agreement shall be construed as abridging any right benefit or privilege that the employees have enjoyed heretofore except to the extent that any provision of this Agreement changes same.

24. JURY DUTY:

If an employee is required to serve on jury duty, the Town will pay the difference between the jury duty pay and the employee's regular straight time earnings for each day that the employee serves. The employee must notify the Town immediately upon receipt of the jury duty questionnaire and immediately upon receipt of the jury notice requiring the employee to serve.

25. LONGEVITY:

Longevity checks shall be issued the first week of November. Longevity does not pertain to employees hired after July 1, 2010 or in the alternative pertains only to employees hired prior to July 1, 2010.

- A. Any employee who complete five (5) years of service or more will receive three hundred seventy dollars (\$370.00) each year under ten (10) years.
- B. Any employee who complete ten (10) years of service or more will receive four hundred seventy (\$470.00 dollars for each year under fifteen (15) years.
- C. Any employee who completes fifteen (15) years of service or more will receive six hundred seventy dollars (\$670.00) each year.

D. Any employee who completes twenty-five (25) years of service or more will

Receive nine hundred dollars (\$900.00) each year

E. Employees must be actively employed on July 1 of each year to be eligible for the yearly longevity payment made in November of the same year.

26. NON-DISCRIMINATION:

Neither the Town nor the Union shall discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of that individual's race, color, religion, sex, national origin or age, nor will they limit segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age. Grievances brought under this Section may be processed up to Step 2 of the Grievance Procedure but shall not be processed to arbitration.

27. CREDIT UNION:


The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

28. DURATION:

Except as noted below, this Agreement shall remain in full force and effect until 12:01 A.M., July 1, 2025, and thereafter shall be considered automatically renewed for successive periods of one (1) year, unless either party shall on or about January 1st of any anniversary date thereafter, serve written notice on the other party of a desire to terminate, modify, negotiate, change or amend this Agreement.


IN WITNESS WHEREOF, the Parties have hereto caused this instrument to be executed and signed by their mutually authorized officers or representative as of this 12 day of September, 2022

**TEAMSTERS LOCAL UNION NO. 677,
AN AFFILIATE OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

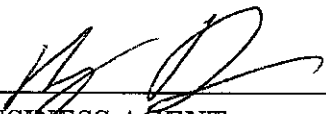


BY: EMERGENCY TRUSTEE
JOHN MURPHY

**TOWN OF OXFORD
NEW HAVEN, COUNTY
CONNECTICUT**



BY: FIRST SELECTMAN
GEORGE TEMPLE



BY: BUSINESS AGENT
ROCKY A. DAUM

SCHEDULE A

TOWN OF OXFORD DRUG AND ALCOHOL TESTING POLICY

Scope and Overview

In order to promote public safety, U. S. Department of Transportation ("DOT") regulations require the Town of Oxford to test certain safety individuals (employees, commercial drivers, contractors, subcontractors, herein "Safety Sensitive Individuals") for the use of illegal Drugs and controlled substances (herein "Drugs"), and misuse of alcohol in a variety of circumstances and subject to a complex scheme of procedural safeguards. These policies and guidelines are formulated to protect the safety and security of the public, employees, facilities, and assets and to be in compliance with the mandates drafted by the Federal Department of Transportation and/or the state government, and supported by the force of federal and/or state law and/or regulation where applicable.

This policy applies to all bargaining unit employees located in the Highway Department, Transfer Station and in Outside Properties. Employees who do have a CDL license may be subject to reasonable suspicion testing in accordance with applicable law.

Items in this policy that relate to employment or contractor terminations, leaves of absences, and financial issues are based on the Town of Oxford's authority independent of DOT regulations. Other items that are included in this policy that are not DOT requirements and are based on the Town of Oxford's independent authority of DOT regulations, are marked as "independently authorized."

Drug use, and alcohol misuse have a significant negative impact on an individual's health, work, and personal life. Performing a Safety Sensitive Activity significantly increases the risk to society in general while an individual has used Drugs or misused alcohol.

The Town of Oxford will not tolerate drug abuse or alcohol misuse. There are serious consequences in this policy for individuals who use Drugs and misuse alcohol (an alcohol concentration of 0.04 or greater). In addition, as required by federal regulation, there are administrative actions for an individual with an alcohol concentration as low as 0.02. This compares with alcohol concentrations resulting in charges of "driving while intoxicated" of 0.10 and 0.08 depending upon the state.

Participating as a Requirement of Employment of Use as Contractor

Participation in this DOT mandated Drug and alcohol testing program is a requirement of employment (or use as a contractor/subcontractor) for Safety Sensitive Individuals as defined by by DOT regulation and/or state or federal law.

Safety Sensitive Individual Categories Subject to This DOT Drug and Alcohol Policy

This DOT Policy applies to employees and contractors whose positions may require them to drive certain Commercial Motor Vehicles and to applicants for such positions (collectively, the Town of Oxford's "Safety Sensitive Individuals"). These Commercial Motor Vehicles are those which have a gross vehicle weight of more than 26,000 pounds or more, used in the treatment plant in the transportation of hazardous materials in a quantity requiring "placarding", or are designed to carry more than 15 passengers including the driver.

Further, as noted above, employees who do not have a CDL license may be subject to reasonable suspicion testing in accordance with applicable law.

Required Hours of Compliance

The required hours or compliance for prohibited behavior (defined below) relating to drug and/or alcohol use are listed below:

Drugs: A Safety Sensitive Individual is prohibited from the use or the defined Drugs as set forth below and as set forth in DOT regulations, at any time on or off the job.

Alcohol: A Safety Sensitive Individual must not consume alcohol:

- While available to perform a safety sensitive function. This means an Individual who is available to perform a safety sensitive function, such as when that individual is "on call" at home, a supervisor who may be required to perform a safety sensitive function while on the job, even though he/she may not be performing that activity at the time.
- Four hours prior to being scheduled to perform safety sensitive functions.
- While in the process of performing either a safety sensitive function or any of their job responsibilities.
- Up to eight hours following an accident or until the Safety Sensitive Individual undergoes a post-accident alcohol test, whichever occurs first.

Prohibited Behavior

Drugs

This policy prohibits the use and ingestion of Drugs by the Safety Sensitive Individual unless there are acceptable medical reasons for use. Thresholds for positive results may change from time to time. The prohibited Drugs are the following substances or derivatives thereof

- Amphetamines
- Cocaine

- Marijuana
- Opiates
- Phencyclidine

As the Town of Oxford is independently authorized to require, if any Drugs are prescribed for medical reasons by a licensed medical practitioner, that practitioner must certify in writing to the current Town of Oxford Drug and Alcohol Program Manager, your fitness for fulfilling the safety sensitive responsibilities prior to your performing these activities.

Alcohol

This policy also prohibits the misuse of alcohol from any source during the required hours of compliance defined herein. Misuse is defined as having an Alcohol Concentration of 0.04 or greater (herein "positive for alcohol"). Alcohol Concentration (or breath alcohol concentration) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. This measurement is intended to be equivalent to percent of blood alcohol commonly used in "driving while intoxicated," is defined as grams of alcohol per 210 liters of breath. If other alcohol concentration measurement procedures are used (e.g. saliva) this measurement term will be equivalent. Herein BAC will be used to define "alcohol concentration."

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low weight alcohols including methyl and isopropyl alcohol.

Refusal to Submit

"Refusal to Submit" to a test is prohibited. Behavior that constitutes "Refusal to Submit" includes:

1. Direct refusal to take a Drug or alcohol test.
2. Failure to provide sufficient quantity of urine within the time limit under then current regulations, or the failure to provide sufficient quantities of breath or other fluids without a valid medical explanation.
3. Tampering with or attempting to adulterate the specimen.
4. Engaging in conduct that obstructs the testing process.
5. Failure to notify the Town of Oxford that you are in a post accident situation requiring testing or not being immediately available for post accident testing without a valid reason.
6. Not reporting directly to the collection site after notification.

A "Refusal to Submit" is equivalent to a positive test result for that test.

Possession & Consumption as defined by DOT regulations

No safety sensitive individual shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. As

permitted by the DOT regulation, the Town of Oxford may require safety sensitive individuals to inform the Town of Oxford of any therapeutic drug use (for the five prohibited drugs).

No safety sensitive individual shall use alcohol during the hours of prohibition.

No safety sensitive individual shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment.

Additional Prohibitions

This policy prohibits a safety sensitive individual from providing incorrect prior employment information and prior Drug and/or alcohol information relating to the DOT Drug and alcohol testing.

Other additional prohibitions are: the possession, use, consumption, exchange, distribution, transportation, sale, or gift by the Safety Sensitive Individual of Drugs and alcohol on all property, vehicles, and equipment owned, leased or used by or under the control of Town of Oxford and its affiliates, and shall extend to the job site of a customer and the structures, buildings, offices, and facilities, unless these items are being transported on a Commercial Motor Vehicle as part of the shipment of freight.

Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That Test Results are Attributed to the Correct Individual.

Drugs

The actual Drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services as required by the DOT. Town of Oxford and vendors utilized in connection with Drug testing will comply with all DOT regulations intended to insure the accuracy and confidentiality of test results and the fair and respectful treatment of persons being tested. There are various testing result thresholds of the presence of Drugs before they will be reported as a presumed positive to the Medical Review Officer (MRO).

A urine specimen which is identified as positive on an initial test will be confirmed using gas chromatography/mass spectrometry techniques before results are sent by the laboratory to the MRO.

The Drug and Alcohol Testing Facility sends known employee only specimens to the laboratories used in a "blind Specimen" program to periodically test the integrity of the laboratory. These blind specimens are both specimens with known positives, and known negatives.

Individuals tested are in direct visual contact with their specimen until the collection process is complete. There are tamperproof seals on the collection containers, initialed by the donor, and the specimens are sealed in tamperproof containers with chain of custody paperwork. There is a

rigorous "chain of custody" process that directly follows a specimen from collection to testing. If there are unrecoverable irregularities in this process, there is a "broken chain of custody."

The split specimen collection process provides significant additional security.

Alcohol

After an initial alcohol screening test is completed, a 15 to 20 minute wait is required to reduce the impact of mouth alcohol. The confirming testing process may only be performed on evidential breath testing equipment that utilizes air blanks to assure that ambient conditions are not negatively affecting the testing process. In addition, the alcohol breath testing equipment is periodically checked and calibrated with samples containing known alcohol concentrations. A safety sensitive individual is given a copy of positive test results. All test results are affixed with tamper proof tape to the testing forms.

Circumstances for Drug and/or Alcohol Testing

Safety Sensitive Individuals will be required to submit to approved Drug and alcohol tests in certain situations including the circumstances listed below. An individual may not select the source of any laboratory testing, other than the retesting of the split portion of a positive Drug test (which will be discussed elsewhere in the policy); it must be performed by our current Drug and Alcohol Testing Facility.

1. **Pre-employment.** Pursuant to DOT regulations, any offer of a safety sensitive position (employment, transfer, or use as a contractor) is contingent upon submission to Drug and alcohol tests and achieving negative test results. An applicant who tests positive for Drugs and/or alcohol will be considered medically unqualified to work for the Town of Oxford, and will not be eligible to reapply for at least six months.
2. **Post-accident.** After involvement in an accident meeting criteria defined by then current DOT regulations, a Safety Sensitive Individual will be subject to post accident Drug and alcohol testing.

Any employee required to test during non scheduled work hours shall be paid in accordance, including any call-in provision, for any hours, including transportation time to and from their residence.

In a post accident situation, you must notify Town of Oxford and get information on how to proceed with testing. Safety Sensitive Individuals are obligated to follow instruction and see that the tests are conducted if possible.

See the section "Refusal to Submit" regarding leaving the scene of an accident without a valid reason.

Nothing herein shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a Safety Sensitive Individual from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care. Post accident collections and testing for either Drug or alcohol by law enforcement agents are permitted by the DOT to be used by Town of Oxford as the required post accident tests even though the tests are not completed per DOT requirements. If either test is not completed by enforcement agents, the DOT test is still required. You must notify Town of Oxford if any test was performed by law enforcement personnel.

See the "Required Hours of Compliance" section regarding being available after an accident.

3. **Reasonable suspicion.** If, based on the observation of one supervisor, and another individual when possible, the Town of Oxford has reasonable suspicion to believe that a Safety Sensitive Individual/employee is impaired while on duty by Drug use and/or alcohol misuse, the Safety Sensitive Individual/employee shall be required to submit to immediate Drug and/or alcohol testing based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the safety sensitive individuals/employees. These supervisors and/or individuals have been trained to identify actions, appearance, conduct, etc. which indicate the possible use of a Drug or misuse of alcohol

As independently authorized, a Safety Sensitive individual/employee sent out for a reasonable suspicion test will be provided by the Town transportation to home and employee is required to accept transportation or arrange independent transportation home.

4. **Random.** Safety Sensitive Individuals are subject at any time to random Drug testing while on duty. When notified, Safety Sensitive Individuals will proceed immediately to the collection site. The probability of being randomly selected in the future is not changed by prior random selections. The DOT mandated probabilities of selection are subject to change. A Safety Sensitive Individual may be tested multiple times, or not at all, during any given year.
5. **Return of Duty.** A Return of Duty Drug and/or alcohol test is required of a safety sensitive individual who has tested positive after assessment by a Substance Abuse Professional (SAP) and completion of treatment if any is required, when a Safety Sensitive Individual tests positive for any reason in a DOT Drug and Alcohol testing program before that Individual is permitted to perform safety sensitive functions. To pass, an alcohol test must have a result of less than 0.02 alcohol concentration and a Drug test must be a verified negative test result without a successful test result, that individual is not medically qualified to continue to perform.

As independently authorized, the Town of Oxford has, a time limit for the individual to obtain a successful return to duty test result (or results if both a Drug and Alcohol test is required), otherwise he/she may be terminated. The time limit is listed below from the time the MRO, or Town of Oxford contacted the individual reporting the test result.

Alcohol	3 days
Marijuana	40 days
Opiates, Cocaine, Phencyclidine, Amphetamines	7 days

This test for the Safety Sensitive Individual to work on the Town of Oxford's behalf will only be performed if a Safety Sensitive Individual is not otherwise terminated (See the Section: Consequences for Use of Drugs and Misuse of Alcohol).

Compliance with the prescribed treatment and passing the test(s) will not guarantee a right of reemployment.

6. **Follow-up.** Following a resumption of safety sensitive duties, an Individual will be selected for additional tests beyond the random requirement for a follow-up period that will not exceed two (2) years. There is no limit to the frequency of the follow-up tests. Tests may be for both drugs and alcohol independent of the type of test with a positive result.
7. **Collection Procedures.** Approved collection procedures to meet DOT requirements may change from time to time. Both private and public collections, including collections from law enforcement agencies, may be utilized in post accident situations as permitted by regulation.

Drug Collection Procedures

Upon notification, you will be required to proceed to your assigned collection site without delay and with appropriate identification. DOT approved collection procedures will be used to collect urine specimens for Drug tests (except in some post accident situations). As required or permitted in certain specific situations, which may change from time to time by the DOT, relating to issues such as suspected adulteration, prior positive test results, specific gravity and creatine level outside of a specified range, temperature outside of an acceptable range, etc., a directly observed collection by a same sex collector will be required.

Certain situations may require that a specimen be discarded and a new collection may be initiated. Safety Sensitive Individuals may only consume fluids in permitted quantities.

Split Specimen Collections

Following approved procedures, urine collections will be based on the current split specimen requirement which may change from time to time. This requirement provides an additional level of protection for a Safety Sensitive Individual.

Opportunity for a Re-Test

A request for a re-test will not delay any administrative actions

After a positive Drug and/or alcohol test result, there is no opportunity to have a second collection that negates the first positive test result.

Alcohol

Applicable DOT regulations do not require an option for an alcohol split specimen collection and therefore there will be no opportunity for an alcohol re-test.

Drug

If a Safety Sensitive Individual has a positive Drug test result after Medical Review Officer (MRO) review, the Safety Sensitive Individual will have the option to have the split specimen portion retested at any DHHS certified laboratory of his/her choice. This option cannot be selected after 72 hours from the time of notification by the MRO unless there is significant reason acceptable to the MRO why the individual was delayed, such as an injury. If this option is selected, the Safety Sensitive Individual must verbally notify the Drug & Alcohol Testing Facility or the MRO for the request of the re-test and send written notification to the Drug & Alcohol Testing Facility with a statement that the Safety Sensitive Individual will accept any other DHHS certified laboratory, or the specified DHHS certified laboratory name, location, address, and telephone number, selected, if any. The Safety Sensitive Individual must provide a copy to the Town of Oxford's Drug and Alcohol Program Manager. The thresholds of reconfirmation of the presence of a prohibited substance will be as mandated by the DOT. Presently, there is no threshold. Please refer to the Section of Financial Issues.

Testing Procedures

Drug Testing Procedures

A Drug test is sent to a DHHS certified laboratory with DOT chain of custody paperwork. (See the Section: Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That These Results are Attributed to the Correct Individual).

Medical Review Officer

The program will utilize an MRO, a licensed physician (medical doctor or doctor of osteopathy) who has appropriate knowledge and medical training to interpret and evaluate an individual's

initial confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO's responsibility will include providing a review of the laboratory's "chain of custody" documentation to ensure that it has properly tracked the handling and storage of the urine specimen.

Before determining that an initial presumed positive test result is a Final positive, a canceled test, or a negative test result, the MRO will rule out alternate medical explanations through reviewing the tested individual's medical records, and will give the individual an opportunity to discuss the test result.

It is the Safety Sensitive Individual's responsibility to contact the MRO within 24 hours upon a message from the Town of Oxford that the Safety Sensitive Individual must contact the MRO, the Safety Sensitive Individual must contact the MRO within 24 hours. Failure of the Safety Sensitive Individual to contact the MRO within this time frame will result in a Final determination of the result of the presumed positive Drug test without input from the Safety Sensitive Individual.

Alcohol Testing Procedures

Alcohol testing will be performed in accordance with then-current DOT regulations utilizing approved testing equipment and technicians. Breath Alcohol Technicians (BATs) are those individuals who have completed mandatory training on required collection and testing procedures and on the proper operation of equipment and approval alcohol testing procedures. Final confirmation testing will be conducted on an Evidential Breath Testing device (a breath testing device approved by the National Highway Traffic Safety Administration) which is on the "Conforming Products List of Evidential Breath Measurement Devices", or with other devices and procedures as may be authorized by the DOT in the future.

There are two types of breath tests that are to be administered, an initial screening test, and a confirmation test.

The Initial Screening Test

The first type of test is an initial screening test that is conducted using a DOT authorized alcohol testing device by approved collection personnel. Any result less than 0.02 BAC is considered a negative test and no further screening is conducted. If the initial screening test is 0.02 BAC or greater, an alcohol confirmation test will be conducted.

The Confirmation Test

If the initial screening test is 0.02 BAC or greater, a confirmation test is performed by a BAT on an EBT following a specified procedure after a specified waiting period. The EBT will have the capability of printing out the test result.

Referral for Evaluation and Treatment

If a Safety Sensitive Individual has a positive test result for Drugs and/or alcohol, he/she must have an evaluation by a Substance Abuse Professional. This assessment will evaluate whether the individual needs assistance resolving problems associated with Drug and/or alcohol misuse. If treatment is prescribed, the Safety Sensitive Individual must complete the recommended program before that individual is medically qualified to perform DOT Safety Sensitive activities.

Final Test Result

An Alcohol test result is a Final test result after the alcohol Confirmation test.

A positive Drug test result is Final after an individual with a positive drug test result either: (1) does not request a Split Specimen Retest within the timeframe allowed, or (2) the requested retest reconfirms the positive result.

Changing DOT Regulations

DOT regulations change from time to time and it is the Town of Oxford's policy to implement the new requirements as they become effective. The Town will notify bargaining unit members of new requirements within a reasonable period of time of becoming aware of said change(s).

Records

All Drug testing and related medical records and information will be maintained in a confidential manner and their disclosure shall be strictly limited to those with a need to know. Each Safety Sensitive Individual will have the right to have a copy of his/her Drug test result upon written request.

Consequences for Use of Drugs and Misuse of Alcohol (Termination After Second Positive)

On First Positive

In all events of positive Drug/alcohol test results (including a refusal to test as defined elsewhere), after MRO review, but before a re-test, if any, or alcohol test result with a BAC of 0.04 or greater (or a refusal to test), the Safety Sensitive Individual/employee will have the following consequences. A request for a re-test for positive drug test result will not delay the consequences.

1. Not be permitted to return to work.
2. Be referred to a Substance Abuse Professional.
3. Be required to enter (allowed to use accumulated sick time for treatment) and complete an Employee Assistance Program (EAP).

4. Be required to pass a return to duty test (or tests if both a Drug and an alcohol test are required by the Substance Abuse Professional) before work activities are resumed.
5. Be placed in a follow-up testing program until completed after a confirmed positive drug or alcohol test.

On a first positive for alcohol, employees shall be subject to Steps 1-5 set forth above and will receive a ten (10) day unpaid suspension. On a first positive for drugs, employees shall be subject to Steps 1-5 set forth above and will receive a ten (10) day unpaid suspension.

On Second Positive

On a second Final Alcohol Test Result or a second Final Drug Test Result, the employee will be terminated.

Other Consequences as a Result of This Policy

As independently authorized, a Safety Sensitive Individual/employee sent out for a reasonable suspicion test will be required to accept Town of Oxford arranged transportation, or arrange for independent transportation home. Refusal to accept independent transportation may result in immediate dismissal.

Financial Issues for the Safety Sensitive Individual

Town of Oxford will be responsible for the expense of the first return to duty Drug and/or alcohol test after a first positive test result.

After a positive drug test result, or an alcohol test result of 0.02 or greater, or if a request is made to re-test a Drug test split specimen, the individual will be placed on an unpaid leave of absence by the Town of Oxford. If a split specimen re-test is performed and that re-test does not reconfirm the positive test result, back pay will be provided if the individual was on an unpaid leave of absence.

The cost of all follow-up tests (not covered by the Safety Sensitive Individual's insurance) will be covered by the Town of Oxford. The follow-up testing program will continue for up to twenty-four (24) months.

If the Safety Sensitive Individual requests a re-test of the split portion of the Drug test urine collection, any cost not covered by the individual's insurance will be the responsibility of the Safety Sensitive Individual.

If an individual needs to get a medical opinion in a shy bladder or shy lung situation, the expense of this required activity is at the expense of the Safety Sensitive Individual if not covered by the individual's insurance.

Costs of the treatment program and any other services are to be borne by the Safety Sensitive Individual.

Miscellaneous

If the result of an alcohol test for a Safety Sensitive Individual is greater than 0.02 but less than 0.04, the Town of Oxford shall, in its discretion, decide whether to assign the Safety Sensitive Individual to a non-safety sensitive task or send the Safety Sensitive Individual home for the day. If the Safety Sensitive Individual is sent home during regular working hours, (s)he will be entitled to use a sick day if available.

A Safety Sensitive Individual will be provided with a Union representative, if requested, during a drug and/or alcohol test that could result in a second positive result.

Drug Free Workplace Act of 1988

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

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

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

Identity of Contact Person

The individual you may contact regarding this program is your then-current Town of Oxford's Drug and Alcohol Program Manager, or other individual identified here:

First Selectman or His/Her Designee

This individual is designated as a contact for you, to answer questions about this policy and the program in general.

Limited Employee Assistance Program

The Limited Employee Assistance Program provided by the Drug & Alcohol Testing Facility is offered to all Safety Sensitive Individuals, including contractors. Any such individual who believes that he or she may have a substance dependency problem is urged to call the Oxford Counseling Center in confidence for advice and appropriate referrals.

WE ENCOURAGE EMPLOYEES WITH A SUBSTANCE ABUSE PROBLEM TO AVAIL THEMSELVES
OF THE HELP OFFERED BY THE TOWN'S EAP PROGRAM