

# **Southington Water Department**

*and the*

**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Local 424 - Unit 41**

**Expires June 30, 2027**

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THIS AGREEMENT is made and entered into by and between the Southington Water Department (the "Department") and Southington Water Department Employees UPSEU LOCAL 424, UNIT 41 (the "Union") for the purpose of setting forth for its term the wages, hours and conditions of employment for Department Employees represented by the Union (the "Employees").

## **ARTICLE I** **RECOGNITION**

**Section 1.0. Representation of Unit.** The Department recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for all of the employees in the Department except the Superintendent, Assistant Superintendent, Operations Supervisor, Office Supervisor and Secretary to the Department.

**Section 1.1 Definitions.** As used throughout this Agreement, the following definitions will apply.

1. **"Employee"** will mean any person employed by the Department and regularly assigned to a position included within the bargaining unit represented by the Union; and
2. **"Department"** will mean only the Southington Water Department.
3. **"Part-time employee"** will mean any person employed by the Department on a part-time basis. A part-time employee will not be hired by the Department to replace a full-time employee.

## **ARTICLE II** **UNION SECURITY**

**Section 2.0.1 Check Off.** During the term of this Agreement and any extension thereof, the Department will deduct from the first regular weekly paycheck issued each month to each Employee who authorizes such deduction, in writing, such regular monthly membership dues, and such initiation fees and reinstatement fees as may be fixed by the Union in accordance with applicable law.

Such monies are so deducted shall be remitted to the Union not later than the last day of said month, together with a list of names of Employees from whose wages such deductions have been made.

**Section 2.0.2 Agency Fees.** In the event that deductions for agency fees becomes permissible in the future pursuant to applicable law, the Department agrees that it shall deduct the designated agency fee amount, provided in writing to the Department by the Union, for those employees who choose, in writing, not to join the Union.

**Section 2.1.1 Lockout.** The Department agrees that it will not lock out the Employees covered by this Agreement during its term.

**2.1.2 Work Stoppages.** The Local Union and UPSEU and the Employees expressly agree that during the life of this Agreement there will be no strikes, slowdowns, picketing on public or private property either owned or leased by the Town or the Department of Water Commissioners for the operation of its system, work stoppages, mass absenteeism or other similar forms of interference with the operation of

the Department.

**2.1.3 Discipline.** Any or all Employees participating in such strike or other prohibited activity described in paragraph 2.2.2. shall be subject to disciplinary action by the Department up to and including discharge, and, notwithstanding any other provision of this Agreement, any such disciplinary measures imposed on any Employee by the Department shall not be subject to the Grievance and Arbitration procedure of this Agreement, except for the sole purpose of determining factually whether the Employee participated in the prohibited activity.

**Section 2.2 Bulletin Board.** The Department will place a bulletin board in an accessible place in the Department for the use of the Union. The Union may post items concerning union meetings and union information. The Union may not post information that is not considered protected activity under the Municipal Employee Relations Act.

**Section 2.3 Hold Harmless.** The Union shall indemnify and hold the Department harmless against any and all claims, demands, and suits or other forms of liability which may arise or be alleged by reason of any action taken by the Department pursuant to Section 2.0.1 or Section 2.0.2.

**Section 2.4 The Department will comply with Public Act 21-25.**

### **ARTICLE III**

#### **HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

**Section 3.0 Normal Hours.** The normal workday and workweek shall be as follows:

**3.0.1 Clerical Employees.** From 8:30 a.m. to 4:30 p.m., Monday through Friday, with one (1) hour for lunch, and the normal workweek shall be thirty-five (35) hours.

**3.0.2 All Other Employees.** From 7:00 am to 3:30 pm, except as provided for in Sections 3.0.3. and 3.0.4., Monday through Friday, with one-half (1/2) hour for lunch, and the normal workweek shall be forty (40) hours.

**3.0.3** The Superintendent or his designee may, in his discretion, change meter reading hours to 8:00 a.m. until 4:30 p.m., Monday through Friday, with one-half (1/2) hour for lunch. The normal workweek shall be forty (40) hours during the meter-reading period.

**3.0.4 Exception.** At least one (1) Employee, to be determined by the Superintendent, may be assigned to a normal working schedule from 8:00 a.m. to 5:00 p.m. on a temporary basis.

**Section 3.1 Overtime Pay.** Time and one-half shall be paid for:

**3.1.1 Excess Hours Worked.** All work performed in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week, except that clerical Employees shall be paid time and one-half for all work performed in excess of seven (7) hours in any one (1) day, or thirty-five (35) hours in any one (1) week.



If an employee is working on a leak, a replacement of mains, valve insertions, etc. for 8 or more continuous hours before the start of his shift, and the employee remains working on the leak during his regular working hours, he will be paid 1 ½ his regular rate of pay for the hours he continues working on the leak during his regular working hours rather than his straight time rate.

The Superintendent or his designee may assign overtime to employees in order to complete a job that was assigned prior to the end of the workday. Prior to requiring an employee to work overtime in order to complete a job that was assigned prior to the end of the workday, the Superintendent or his designee will use employees who have the skill and ability to perform the required work and who have volunteered to remain on the job. If there are not enough volunteers to complete the job, employees will be required to remain on the job. The Superintendent or his designee will create a mandatory overtime list and will rotate employees based upon their skill and ability to perform the job and their seniority in the Department.

**3.1.2 Saturday Work.** All work performed on Saturday.

**3.1.3 Holiday Work.** All work performed on holidays designated in Article IV, Section 4.0, plus regular holiday pay, except that work performed on the day of the actual holiday for the following holidays shall be paid at a double-time rate:

New Year's Day	Fourth of July
Labor Day	Thanksgiving Day
Memorial Day	Christmas Day

**Section 3.2 Sunday Work.** Double time shall be paid for all work performed on Sunday.

**Section 3.3 No Pyramiding.** There shall be no pyramiding of overtime or premium pay.

**Section 3.4 Emergency Work.** Employees shall be paid as follows for emergency work they perform outside their regularly scheduled working hours:

**3.4.1 Before 9:00 P.M.** When an Employee is called in for emergency work outside his/her regularly scheduled working hours but before 9:00 p.m., he/she shall be guaranteed a minimum of two (2) hours at time and one-half of his/her regular hourly rate if the call-in is from Monday through Saturday and/or holidays provided for in Article IV, and double his/her hourly rate if the call-in is on Sunday.

**3.4.2 9:00 P.M. to 7:00 A.M.** When an Employee is called in for emergency work between the hours of 9:00 p.m. and 7:00 a.m., he/she shall be guaranteed a minimum of three (3) hours at time and one-half of his/her regular hourly rate if the call-in is from Monday through Saturday and/or holidays provided for in Article IV, and double his/her hourly rate if the call-in is on Sunday.

**Section 3.5 Part-time and/or probationary Employees** Will not be called to work overtime unless there are no full-time Employees available and they are qualified to perform the work.

**Section 3.6 Distribution of Overtime Work Opportunities.** Overtime work opportunities will be distributed as described below.

**3.6.1.1 Within Classification.** All overtime work within classification shall be distributed equally within sixty (60) working hours during a calendar year. Any Employee not equalized within sixty (60) working hours shall be compensated his/her regular hourly rate for the number of hours required to be equalized.

**3.6.1.2 Charging Opportunities Offered.** An Employee who does not avail himself/herself of the opportunity to work overtime or is unavailable for overtime due to such reasons as absence or a leave of absence will be charged on the overtime chart as though he/she had worked.

**3.6.2 Outside Classification.** All overtime work outside classification shall be assigned equitably among the Employees based on seniority, qualification and availability.

**Section 3.7 Subcontracting.** All bargaining unit work will be done by bargaining unit Employees. This does not preclude the Department from supplementing its forces with contract units or other forces, provided the regularly scheduled working hours of the Employees are not reduced thereby.

**Section 3.8 Standby Service.** Effective upon execution of this Agreement that expires on June 30, 2027, employees assigned by the Superintendent for emergency standby service outside the working hours specified under Section 3.0 shall be compensated at the rate of \$190.00 for each full seven (7) day week of such service. The foremen in both Distribution and Treatment will also each receive \$50.00 for each full seven (7) day week of standby service.

The Department may implement an alternate communications system for use by the Employees assigned to standby service. The Department currently provides cell phones to Employees assigned to emergency standby service as such an alternate communications system.

Payment for standby service will be made on or about November 15<sup>th</sup>. If an Employee is called out, additional payment will be made in accordance with the provisions of Section 3.4.

If on call on any holiday specified in Section 4.0, the Employee will be given a compensatory day off with pay on a mutually agreed upon date. Compensatory days off must be used within six (6) months of being earned; if an employee is unable to use his/her compensatory time within six (6) months of being earned due to operational reasons, his/her compensatory time will be paid out by the Department.

**Section 3.9 Distribution Standby Service Pool.** The parties recognize the necessity of maintaining a pool of qualified Employees on call at all times to furnish necessary emergency standby service outside the normal working hours. Throughout the term of this Agreement, the number of Employees assigned by the Superintendent for standby service shall be a minimum of six (6) Employees. An Employee who so desires may remove himself/herself from eligibility for standby service, but it is expressly understood that no less than six (6) qualified Employees must be available for rotating assignment to standby service, at all times. In the event that sufficient manpower cannot be obtained, the Superintendent may require the least senior Employee to become eligible for standby service. In the event that two (2) or more Employees request removal from standby service, the most senior Employee's request shall be granted. Employees on standby must have at least one (1) year of employment with the Department unless waived by the Superintendent. All Employees for Distribution are called in prior to all

employees for Water Treatment.

**3.9.1 Water Treatment Standby Service Pool.** The parties recognize the necessity of maintaining a pool of qualified Employees on call at all times to furnish necessary emergency standby service outside the normal working hours. Throughout the term of this Agreement, the number of Employees assigned by the Superintendent for standby service shall be a minimum of four (4) Employees. An Employee who so desires may remove himself/herself from eligibility for standby service, but it is expressly understood that no less than four (4) qualified Employees must be available for rotating assignment to standby service, at all times. In the event that sufficient manpower cannot be obtained, the Superintendent may require the least senior Employee to become eligible for standby service. Employees on standby must have at least one (1) year of employment with the Department unless waived by the Superintendent.

**Section 3.10 Well Maintenance Service.** The parties recognize the necessity of having four (4) or more qualified Employees performing the necessary well maintenance services on weekends and holidays on a regular basis. The Department will assign qualified employees. Well maintenance services on weekends and holidays will be assigned on a rotational basis. Selection shall be made by the Superintendent on the basis of sufficient skill and ability to perform the necessary duties. In the event there are no employees willing to fill such vacancies, the Superintendent reserves the right to obtain necessary services from other sources. Employees performing well maintenance work on weekends and holidays must have at least one (1) year of employment with the Department unless waived by the Superintendent.

These Employees may be permitted to arrange weekend and holiday schedules between themselves, provided the necessary coverage is maintained at all times. If the Employees are unable to resolve scheduling matters, the Superintendent shall make the final decision. In the event that these Employees are not available or willing to perform the weekend and holiday well maintenance work, the Superintendent shall assign the less senior Employee to perform such work or he/she shall have the right to obtain the necessary services from other sources. Also, it is understood by the parties that well maintenance service on weekends and holidays shall not be treated as work for overtime equalization purposes under Article III, Section 3.6 of the Agreement. Well maintenance service work on weekends and holidays shall be compensated at the applicable Maintainer III rate as set forth on Appendix A of the agreement for those whose classification is at or below Maintainer III.

This well maintenance service shall be continued as overtime work and shall not be deemed to alter the normal work week specified above in Section 3.0.

**Section 3.11** In addition to the one-half (1/2) hour unpaid lunch break set forth in Article III Section 3.0.2, non-clerical employees will be provided with one (1) fifteen (15) minute paid break during the morning work period and one (1) fifteen (15) minute paid break during the afternoon work period at a time agreed to by the Superintendent or his designee. The break period is defined as a rest period from work activity. Travel time from the assigned worksite to a facility serving or selling food beverages or to any other location and travel time back to the assigned worksite is included in fifteen (15) minute paid break. If necessary, employees will be provided with up to ten (10) minutes of travel time from the assigned worksite to a facility serving or selling food beverages or to a Southington Water Department facility and up to ten (10) minutes of travel time back to the assigned worksite which will not be included in the thirty

(30) minute unpaid lunch break.

## **ARTICLE IV HOLIDAYS**

### **Section 4.0.1    Recognized Holidays.**

The following days are recognized as paid holidays during the term of this Agreement:

New Year's Day	Memorial Day	Veterans Day
M.L. King Day	July 4 <sup>th</sup>	Thanksgiving Day
President's Day	Labor Day	Day After Thanksgiving Day
Good Friday	Columbus Day	Christmas Day
Floating Holiday*		

\*An employee will be granted a Floating Holiday on a day approved by the Superintendent or his designee based upon the operational needs of the Department. A Floating Holiday shall never be taken during a time in which an employee is on-call.

**4.0.2 Eligibility**    To be eligible for holiday pay for any recognized holiday, including a floating holiday, an Employee must be a regular full-time or regular part-time employee, have successfully completed sixty (60) days worked of employment and have worked as scheduled, his or her last assigned work day prior to the holiday and first assigned work day following the holiday, unless he or she is absent on a paid leave on such days.

**Section 4.1    Saturday/Sunday Holidays.**    Holidays falling on a Saturday shall be celebrated on the preceding day. Holidays falling on a Sunday shall be celebrated on Monday.

**Section 4.2    Holiday During Vacation.**    If a holiday occurs while an Employee is on vacation leave, the Employee shall be granted an additional day off on a day suggested by the Employee and approved by the Superintendent.

## **ARTICLE V SENIORITY**

**Section 5.0.1    Definition.**    Seniority is a regular Employee's length of continuous service in a bargaining unit position.

**5.0.2    Seniority List.**    The Department shall prepare a list of full-time Employees showing their seniority in length of service with the Department and deliver the same to the Union on January 1 of each year. Upon completion of their probationary period, new Employees shall be added to this list.

**Section 5.1    Probationary Period.**    Newly hired Employees shall be on probation for their first one hundred and sixty (160) days worked in a bargaining unit position, during which time they shall have no seniority rights under this Agreement and shall be subject to discipline and/or discharge without recourse under the Grievance or Arbitration Procedures set forth in this agreement or in any other forum. Days

lost from work beyond five (5) workdays, for any reason, during the probationary period shall not be counted as employment for purposes of computing the probationary period. The Superintendent may, in his discretion, extend the probationary period for up to thirty (30) workdays. Upon successful completion of their probationary periods of employment, such Employees shall be placed on the seniority list and shall have their seniority recognized retroactively to their most recent date of hire.

## **Section 5.2 Job Posting.**

**5.2.1 Posting Period.** The Department shall post for a period of seven (7) working days all job openings.

**5.2.2. Filling Posted Vacancies.** If vacancies occur in regular positions or if new positions are created, the principle of seniority shall govern in filling the position so long as the senior employee is qualified (by skill, ability, past documented work performance with the Southington Water Department, interview, and the requirements as set forth in the job description). Determination of "qualified" shall be made by the Superintendent or his designee. A determination of "not qualified" shall not be made on arbitrary, capricious or discriminatory grounds. However, the promotion to foreman will be made in the sole discretion of the Superintendent. The Superintendent can also choose, in his discretion, employees promoted to the position of Assistant Foreman in both Treatment and Distribution.

The starting pay on the wage scale for an employee who is promoted will be the rate designated as "End Probation". Thereafter, after successful completion of the probationary period, the employee will receive the rate on the wage scale designated as "Anniversary".

**5.2.3 Probationary Period.** When an Employee is retained in a vacancy or new position for a period of sixty (60) consecutive work days, then he/she shall be considered qualified and allocated to said position if the position continues to exist. Otherwise, he/she shall return to his, her former position without loss of status, seniority or pay. Days lost from work beyond five (5) work days, for any reason, shall not be counted as employment for purposes of computing the sixty (60) consecutive work day period.

**5.2.4 Outside Applicants.** If no Employee is qualified, the Department may fill the position with a new Employee.

## **Section 5.3 Layoffs.**

**5.3.1 Order of Layoff.** Layoffs within classification shall take effect as follows:

Part-time Employees.

Probationary Employees.

Except as provided for in Section 5.6, the Employee with the least seniority first, etc.

**5.3.2 Bumping.** Employee for layoff may, if he/she so desires, replace Employee with less seniority in equal or lower job classification, provided the bumping Employee has greater seniority than the Employee whom he/she bumps.



**Section 5.4 Recall.** Laid-off, full-time Employees within classifications with the most seniority shall be rehired first, provided the layoff was not for a period greater than three (3) years; and no new Employees shall be hired in these classification until all laid off Employees in those classifications have been given the opportunity to return to work within fourteen (14) days of notification in writing to the Employee's last known address and email provided by him/her to the Department. Such fourteen (14) day period will be waived if the Employee does not make known his/her desire to return within five (5) days of notification to return.

**Section 5.5 Part-time Employees** are those Employees who are not in the list furnished to the Union under Section 5.0.2. of this Article.

**Section 5.6 Union Officers/Stewards.** Officers and stewards of the Union, as defined in Section 13.1 of Article XIII, shall have super-seniority in the event of a layoff, provided they are capable of performing the job they are preempting.

**Section 5.7 Loss of Seniority.** An Employee shall lose his or her seniority for any of the following reasons:

1. if he or she quits;
2. if he or she retires;
3. if he or she is discharged;
4. if he or she has been laid off indefinitely and has not been reemployed prior to the expiration of his or her recall period;
5. if he or she fails to report to work for three (3) days as scheduled without prior notice absent an extraordinary circumstance, as determined by the Superintendent or his designee;
6. if he or she fails to return to work as scheduled from an authorized leave of absence, unless he or she submits an excuse satisfactory to the Superintendent for such failure to return; or
7. if he or she accepts employment elsewhere without prior approval of the Superintendent while on an approved leave of absence, provided such approval will not be unreasonably withheld.

An employee whose seniority is lost for any reason outlined in this section shall be considered a new employee if he/she is thereafter rehired by the Employer. If an employee loses his seniority due to a lay off, set forth above, and thereafter becomes employed by the Employer after his recall period, the employee will be considered a new employee but will not be required to serve a probationary period.

## **ARTICLE VI**

### **WAGES AND LONGEVITY PAYMENT**

**Section 6.0 Regular Straight-time Hourly Rates.** Regular straight-time hourly rates payable for

work performed within the classification covered by this Agreement are set forth in Appendix A attached hereto.

Effective upon execution for those on the payroll at that time and retroactive to July 1, 2023 – wage rates will be increased by 2.5%

Effective July 1, 2024, wage rates will be increased by 2.5%

Effective July 1, 2025, wage rates will be increased by 2.5%

Effective July 1, 2026, wage rates will be increased by 2.5%

**Section 6.1 Longevity Payment.** A three hundred dollar (\$300) lump sum payment will be made to Employees upon completion of ten (10) years of continuous service in the Water Department and at one (1) year intervals thereafter during continuous employment with the Department. Upon completion of fifteen (15) years of continuous service with the Water Department, the above lump-sum payment shall be increased to six hundred dollars (\$600).

Employees hired after January 14, 2016 will not be eligible for longevity payments.

**Section 6.2 Pay for Work in Temporary Assignment.** In the event an Employee is temporarily assigned to perform the normal duties of a position in a higher wage classification and such assignment extends for four (4) or more consecutive hours of work, the Employee will be paid for such work at the higher wage classification at the same rate level as the Employee's present classification. The Department will endeavor to make such assignments equitably among the Employees qualified to perform the work within the higher classification.

If an employee is temporarily assigned on a continuous basis to perform duties in a vacant or new position and then is permanently assigned to the position, the continuous period of time spent temporarily filling the position that is contiguous with being permanently assigned to the position will be deducted from the probationary period.

## **ARTICLE VII** **INSURANCE AND PENSION**

**Section 7.0 General.** The Department shall extend to regular Employees assigned to work a regular schedule of at least thirty-five (35) hours per week the opportunity to sign up for the group insurance coverages described in this Article. Such Employees will become eligible to participate in such coverages as of the first of the month following their respective dates of hire. An Employee will no longer be deemed on the active payroll when his or her absence from work extends beyond the period during which he or she is paid by the Department under any specific leave provision expressed in this Agreement.

**Section 7.1.1 Co-Pay-Medical Plan, Coverage.** As soon as possible after execution of this Agreement that expires on June 30, 2027, and if eligible, bargaining unit employees may enroll in the State of Connecticut Partnership Plan. If an employee (or spouse or dependent(s)) do not comply with the wellness provisions/requirements of the plan, known as the Health Enhancement Program ("HEP"), (s)he will be responsible for penalties issued for noncompliance.

**Section 7.2.1 Co-Pay Dental Plan.** The Department will extend to eligible regular Employees assigned to work a regular schedule of at least thirty-five (35) hours per week and their eligible dependents coverages for dental care and services provided by the State of Connecticut Partnership Plan.

**Section 7.2.2 Deductibles/Coinsurance/Co-Payments** Covered individuals must meet the deductible, coinsurance and/co-pay requirements set forth in the Dental Plan.

**Section 7.3.1 Costs of Coverage.** The Department and the covered Employee will share in the cost of providing the coverages under the Medical and Dental Plans described above (whether such coverages are provided through an indemnity plan, HMO, PPO, MCP or other type of plan or by a carrier or by self-insurance in whole or in part) for each covered Employee and his or her covered dependents.

Effective upon execution of this Agreement that expires on June 30, 2027, the employees' share will be an amount equal to eighteen percent (18%) of the premium costs for the coverage he or she selects (individual, individual plus one or family). Effective July 1, 2024, the employees' share will remain at an amount equal to eighteen percent (18%) of the premium costs for the coverage he or she selects (individual, individual plus one or family). Effective July 1, 2025, the employees' share will be an amount equal to eighteen and ½ percent (18.5%) of the premium costs for the coverage he or she selects (individual, individual plus one or family). Effective July 1, 2026, the employees' share will be an amount equal to nineteen percent (19.0%) of the premium costs for the coverage he or she selects (individual, individual plus one or family).

**Section 7.3.2 Authorization for Deductions.** Employees will be required to provide the Department with written authorizations to permit the Department to deduct such premium contributions from their weekly pay.

**Section 7.3.3 Section 125 Plan.** The Department will continue to provide covered Employees with access to a savings plan established under the provisions of Section 125 of the Internal Revenue Code so that the Employee's share of the premium cost for such coverages and the deductibles, co-payments and other unreimbursed costs incurred by the Employee or his or her covered dependents for covered services under the Medical and Dental Plans may be made with pre-tax dollars up to the limits provided by law and the savings plan.

**Section 7.3.4 Waiver of Coverage.** Any Employee eligible for any of the coverages provided for in this Article may decline such coverage at his or her own discretion. Any Employee who declines coverage for which he or she is legitimately eligible (individual, individual plus one or family) under the Medical and/or Dental Plans described above and who submits (1) satisfactory documentary proof to the Employer that he or she has in effect medical and/or dental coverages under alternate plans, either through his or her spouse or otherwise, and (2) a written waiver of such coverages to the Employer, shall, for each Plan Year in which the Employee declines such coverages be paid an amount equal to ten percent (10%) of the annual premium cost for the coverage (individual, individual plus one or family) for each full Plan Year in which such waiver is in effect, provided that no Employee shall be paid any such amount if, for the purpose of obtaining a higher payment in exchange for such waiver, he or she



signs up for a higher level of coverage (individual, individual plus one or family) than that for which he or she is legitimately eligible.

**Section 7.4 Life Insurance.** The Department will provide each regular Employee assigned to work a regular schedule of at least thirty-five (35) hours per week, effective on the first day of the next month following successful completion of his probationary period of employment, group term life insurance coverage (with accidental death and dismemberment provision) in the face amount of forty-nine thousand dollars (\$49,000).

**Section 7.5 Eligibility.** Disputes regarding eligibility for any of the coverages provided for in this Article or benefits payable under any plan made available by the Department hereunder shall be excluded from the definition of a Grievance and shall not be subject to arbitration, but shall be processed exclusively in accordance with the terms and conditions of the documents describing the coverages and benefits provided herein. This exclusion shall not extend to claims that the Department failed to offer to eligible Employees and their eligible dependents the coverages described in Sections 7.1.1 or 7.2.1.

**Section 7.6 Change of Insurance Carrier.** In providing the coverages described in this Article, the Department shall have the right, in its sole discretion, to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided the coverages offered by its primary carrier or a self-insurer are substantially equivalent (measured according to a *de minimus* standard) to the coverages described herein, and the network of service providers in any substitute preferred provider plan includes the providers who were members of the predecessor network and were then serving Employees and providers in the same general geographic area. The Department will provide the Union with as much advanced notice as practicable (which, under normal circumstances, will be not less than sixty [60] days) of planned changes in carrier and/or format and invite comment by the Union with respect to such changes, provided that the Department will provide the Union with a meaningful opportunity to bargain regarding changes which exceed the "substantially equivalent" standard defined above.

**Section 7.7 Retirement.** Employees retiring before age sixty-five (65) under Retirement Fund "B" shall have the option to continue until normal retirement age the above group insurance coverage at their own expense at the existing group rates.

**Section 7.8 Duty Disability Supplement.**

**7.8.1 Definition and Eligibility.** Duty disability shall be construed to mean absence from regularly assigned duties a result of an injury determined under the Workers' Compensation Act to have been a duty-related injury. Employees shall immediately report any illness or injury, however minor, to his/her immediate supervisor and take such medical treatment as may be recommended.

**7.8.2 Duration of Supplement.** Any regular Employee who is unable to work as a result of an injury sustained in the course of employment with the Department, and otherwise referred to as a "duty-related injury", shall receive duty disability pay for a period not to exceed a total of twenty (20) weeks over a rolling eighteen (18) month period as long as the Employee continues to remain disabled as determined under the Workers' Compensation Act.

The Department shall be entitled to reimbursement for any payment made under this Section should the Employee

have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law.

**7.8.3 Amount of Supplement.** During the twenty (20) weeks over a rolling eighteen (18) month period maximum period the Department shall supplement Workers' Compensation for such Employee by the difference between workers' compensation and the Employee's normal, weekly, basic straight-time pay, excluding any overtime and premium pay.

**7.8.4 Limit.** Duty disability leave and pay shall not exceed twenty (20) weeks over a rolling eighteen (18) month period.

**7.8.5 Use of Sick Leave.** If an Employee is unable to return to work due to the provisions set forth in Paragraph 7.8.1., and has attained the maximum twenty (20) week benefit period as described in Paragraph 7.8.4., he/she shall use his/her remaining sick leave accumulated as of the date disability leave commenced.

**7.8.6 Request for Extension.** Following the use of all accumulated sick leave, an Employee may request an additional leave of absence for a period not to exceed thirty-nine (39) weeks from the date his/her duty-related injury benefit period ended. Request for such leave shall be made in writing to the Superintendent and shall include a medical statement from the Employee's physician, and expected duration. The Department reserves the right to have such Employee examined by its own physician, at no cost to the Employee. The Superintendent will provide the employee with his decision, in writing, regarding the request for additional leave of absence.

## **ARTICLE VIII VACATIONS**

**Section 8.0.1 Basic Vacation Benefit Schedule.** Employees shall be entitled to vacation with pay at the Employee's basic, straight time pay on the following basis:

1. Six (6) months but less than one (1) year of service: one (1) week.
2. One (1) year but less than five (5) years of service: two (2) weeks annually.
3. Five (5) years of service: three (3) weeks annually.

**8.0.2 Supplemental Vacation Benefit Schedule.** In the year when the Employee's 7th anniversary with the Department fall, one (1) additional day of vacation will be allowed. Thereafter as follows:

9th anniversary	Two (2) additional days
11th anniversary	Three (3) additional days
13th anniversary	Four (4) additional days
15th anniversary	Four (4) weeks annually

**8.0.3 Calculating Benefits.** On January 1 of each year, the amount of vacation due will be determined in accordance with the above schedule in Section 8.0.1. and, if applicable, the provisions of Paragraph 8.0.2.

**Section 8.1 Scheduling Vacation Time Off.** For the purpose of approval and scheduling of vacation requests, employees shall be classified as follows:

1. Distribution Foreman and Assistant Distribution Foreman;
2. Chief Maintainers;
3. Water Treatment Foremen, Assistant Treatment Foreman and Operators
4. Maintainer III;
5. Maintainer II; and
6. Maintainer I

**8.1.1** Requests for vacation time between January 1<sup>st</sup> and December 31<sup>st</sup> shall be submitted during the vacation sign-up period at the beginning of October of the prior calendar year; the sign-up period will begin the first workday in October and remain until the end of January. The Department will make every effort to inform the employees, in writing, within ten (10) calendar days of the end of the sign-up period as to whether their vacation request has been granted or denied in accordance with paragraphs 8.1.2, 8.1.3 and 8.1.4. Vacation requests submitted after the end of the sign-up period will be granted on a first-come first-served basis in accordance with paragraphs 8.1.2, 8.1.3 and 8.1.4.

**8.1.2** Except in unusual circumstances, the Superintendent or designee shall allow at least three (3) distribution employees to take vacation leave at any one time except that it shall not be required to allow both the Distribution Foreman and Assistant Distribution Foreman to take vacation leave at the same time. The allowance of three (3) employees shall include those employees taking a floating holiday or a personal day.

However, during the months of July and August, except in unusual circumstances, the Superintendent or designee shall allow at least two (2) distribution employees to take vacation leave at any one time except that it shall not be required to allow both the Distribution Foreman and Assistant Distribution Foreman to take vacation leave at the same time. The allowance of two (2) employees shall include those employees taking a floating holiday or a personal day.

**8.1.3** Except in unusual circumstances, the Superintendent or designee shall allow at least one employee from the Foreman/Assistant Foreman classification at the Treatment Division and one employee from the Operator classification at the Treatment Division to take vacation at the same time. The allowance of two (2) employees shall include those employees taking a floating holiday or a personal day.

However, during the months of July and August, except in unusual circumstances, the Superintendent or designee shall allow at least one employee at the Treatment Division to take vacation. The allowance of one (1) employee shall include those employees taking a floating holiday or a personal day.

**8.1.4** Based upon the operational needs of the Employer and subject to 8.1.2 and 8.1.3 above the employer will determine, in its sole discretion, the number of vacation requests will be approved on any given day. The Employer will approve the requests based upon the seniority of the employees in the classification(s) designated by the Employer. For example, if the Employer determines that one (1) Chief Maintainer and one (1) Maintainer III can be off on vacation on a specific day, the most senior Chief

Maintainer and the most senior Maintainer III who put in a vacation request will be granted the time off. If the Employer determines that one (1) Maintainer III, one (1) Maintainer II, and one (1) Maintainer I can be off on a vacation on a specific day, the most senior Maintainer I, Maintainer II and Maintainer III who put in a vacation request will be granted the time off. If the Employer determines that a Maintainer II and a Maintainer I can be off on vacation on a specific day, the most senior employee from the Maintainer II classification who requests vacation leave and the most senior employee from the Maintainer I classification who requests vacation leave will be granted the time off prior to approving multiple requests from either classification.

**Section 8.2** **Vacation Pay On Termination.** An Employee who separates from employment with the Department shall receive payment for unused vacation time on the books at the time of separation.

**Section 8.3** **Vacation Pay Upon Death.** In the event of the death of an Employee, his/her spouse or children, or in their absence his/her estate, shall receive accumulated vacation pay as specified in Section 8.2.

**Section 8.4** **Illness During Vacation.** In the event of illness during an Employee's vacation period, the Employee shall be given the option of charging the sick days to his/her sick leave with a doctor's certificate.

**Section 8.5** **Vacation Carryover.** Employees may carry over up to five (5) vacation days into the next calendar year if approved by the Superintendent or his designee. Vacation days approved to be carried over into the next calendar year must be used by the end of March.

## **ARTICLE IX** **LEAVES**

**Section 9.0.1 Sick Leave: Basic Benefit.** Employees shall be entitled to sick leave with full pay of one and one-quarter (1-1/4) days per month for each month of employment. Unaccrued sick leave to the extent of fifteen (15) working days in any given year may be granted for good reason at the discretion of the Superintendent. Employees hired after August 5, 2017 shall be entitled to sick leave with full pay of one (1) day per month for each month of employment. For these employees, unaccumulated sick leave to the extent of twelve (12) working days in any given year may be granted for good reason at the discretion of the Superintendent; these days will be deducted from future unaccrued sick leave. Unused sick leave may be accumulated from year to year to a total of one hundred twenty (120) working days. Sick leave may be used in increments of no less than four (4) hours for non-secretarial personnel unless used as a result of flushing, as set forth in Section 9.0.3, with the approval of the Superintendent or his designee, and no less than three and one-half (3 ½) hours for secretarial personnel.

Any employee suspected of abusing sick leave may be required to furnish the Superintendent or his designee a doctor's note certifying that the employee's absence was due to illness. Prior to requiring a doctor's note, management shall provide a verbal warning, and if attendance is still an issue, management must provide a written notice that the employee is a suspected abuser to the employee and the Union indicating that a doctor's note must be provided. If requested by the department, such doctor's note shall state whether the circumstances of the absence include qualifying factors under the Family

and Medical Leave Act, so that the time may be charged appropriately. If a doctor's note is requested the department shall pay the cost of the co-pay for said visit. An "occurrence" is defined in accordance with the attendance policy under Article XVII of the Agreement. Sick leave that is requested and approved in advance shall not be defined as an "occurrence" and shall not be cause for discipline.

Employees calling out sick must call on the phone line and extension designated by the Superintendent or his designee.

**9.0.2 Additional.** Additional sick leave with pay may be granted by the Superintendent and approved by the Department when applied for by the Employee, in writing, to the Superintendent, stating the reason for the additional special leave.

**9.0.3 Use of Sick Leave.** Each Employee may use his or her accumulated sick leave for his or her own illness, injury or exposure to contagious disease, and up to seven (7) of his or her accumulated, unused sick leave days annually to provide necessary care for his or her parent, spouse or child when the illness or injury of the parent, spouse or child necessitates such care by the Employee, provided that the aforesaid seven (7) limit shall be waived for any Employee who, upon submitting a written application to the Superintendent, takes approved leave under the applicable Family and Medical Leave Act to provide such care to such parent, spouse or child. In any case, illness or injury that extends beyond three (3) days shall require a doctor's certificate. Sick leave may also be used for being late to work in the morning after flushing for a period of time approved by the Superintendent or his designee.

**9.0.4 Payment of Unused Sick Leave On Retirement.** Upon retirement, Employees shall be entitled to full compensation in a lump-sum payment of accumulated sick leave in the amount of days accumulated at the date of retirement or ninety (90) days, whichever is less.

Employees hired after July 1, 2011 shall not be entitled to payment of unused sick leave upon retirement.

**Section 9.1.1 Personal Leave Benefit.** Leave with pay may be granted for personal leave up to three (3) days in a calendar year. This additional leave shall not accumulate from year to year. Application for such leave must be made in advance by the Employee to the Superintendent, who shall consider the request and promptly act upon it. The application shall be made at least twenty-four (24) hours in advance of the start of the requested leave except in case of an emergency. Permission for personal leave shall not be unreasonably withheld but the parties recognize that such leave is to be used only in the event of unavoidable personal situations which cannot be handled during non-working hours, and that the normal, efficient operations of the Department must not be adversely affected. Personal leave may be used in one-half (1/2) day increments.

**9.1.2 Forfeiture.** For every two (2) safety infractions that Employee incurs in a calendar year, he/she will lose one (1) personal day. Safety infractions shall consist of the following: violation of OSHA regulations, violation of any specific written safety rules developed by the safety rules developed by the safety Committee, violation of safety requirements established by the workers' compensation insurance carrier, and vehicular accidents/infractions where a citation has been issued by the police. Employees who have no safety infractions in a calendar year shall receive one (1) additional leave day to be used in the following calendar year.



**Section 9.2 Bereavement Leave.** In the event of a death in the immediate family of an Employee, or the immediate family of his/her spouse, such Employee will be paid time lost from scheduled work at his/her average straight time hourly rate to prepare for and to attend the funeral. Such time is not to exceed three (3) consecutive days, commencing with the date of death, and not to exceed eight (8) hours per day, including hours worked, if any. Immediate family, for purposes of this clause, is defined as parents, step parents, grandparents, spouse, brother, sister, child, step-child, son-in-law, daughter-in-law or grandchild and also any relation who is domiciled in the Employee's household.

**Section 9.3 Jury Duty Leave.** Employees shall be granted leave with full pay for jury duty to the extent that such Employees shall receive that portion of their regular pay exclusive of overtime which will, together with their jury duty pay, equal their total salary of wages for the same period.

**Section 9.4 Military Leave.** Up to two (2) weeks military leave may be granted for ordered service on active reserve or National Guard duty, during which an Employee shall be paid the difference between his/her regular salary and military base pay.

**Section 9.5.1 Statutorily Mandated Leaves.** Each Employee shall be required to use, at the beginning of any statutory leave, his or her unused paid leave provided by this Agreement for the same or similar purpose for which the statutory leave is taken until the paid leave is exhausted or the statutory leave ends, whichever sooner occurs, provided that in any leave taken for the purposes of tending to his or her own illness or medical condition, the Employee may exempt up to five (5) unused accumulated sick leave days from application to such statutory leave. Claims that the Department or any of its agents violated applicable state and federal laws mandating leaves of absence, such as, but not limited to, leaves for military service and/or military reserve duty, shall not be subject to the grievance and arbitration procedures set forth in this Agreement if the Employee files a claim in any forum under the provisions of any state or federal statute to enforce such leave provisions.

**9.5.2 Non-Duplication of Leaves.** Any leave of absence taken by any Employee under any provision of this Agreement or otherwise will be counted toward satisfying any applicable state or federally mandated leave provisions for which the leave qualifies.

## **ARTICLE X** **SAFETY AND HEALTH**

**Section 10.0 Safety Committee.** The Assistant Superintendent, Operations Supervisor and two (2) members of the Union selected by the Union shall comprise a Safety Committee to review the needs of the Department regularly and shall act in an advisory capacity.

### **Section 10.1 Uniforms/Safety Gear.**

1. **Foul-weather gear** shall be furnished to all Employees working in conditions exposed to severe elements, i.e. rain gear, boots and one-piece suits.
2. Safety helmets, appropriate PPE, and safety glasses shall be furnished and shall be worn by Employees working in hazardous environments and with hazardous equipment.

3. **Uniforms** will be supplied to, and shall be worn by, all regular full-time Employees (excluding clerical employees), including summer and winter Department hats (if a hat is worn by an employee), and, the cost shall be paid by the Department.
4. **Safety Shoes** Beginning in fiscal year 2023-2024, Distribution and Treatment employees shall receive an annual allowance each fiscal year of up to one hundred and seventy-five (175). This payment shall be rendered to the employee within one (1) pay period after a receipt is provided to the Department.

**Section 10.2 Overtime Meal Allowance.** Employees, who work three (3) or more consecutive hours outside of the working hours provided for in Section 3.0, shall receive a meal allowance of up to eleven dollars (\$11.00) provided the employee provides the Superintendent or his designee with an original receipt showing the meal paid for. If an employee works nine (9) or more consecutive hours outside of the working hours provided for in Section 3.0, he/she shall receive an additional meal allowance of up to eleven dollars (\$11.00) provided the employee provides the Superintendent or his designee with an original receipt showing the meal paid for. The foreman on the job or his designee will be allowed to leave the job, when operationally appropriate, to purchase a meal for the employees who are working.

**Section 10.3 Education/Training Fund.** Annually, the Department will provide \$600.00 to be applied for education/training purposes for the bargaining unit, with input from the Superintendent and/or the Union, and with the final determination made by the Department.

## **ARTICLE XI**

### **DISCIPLINARY PROCEDURES**

**Section 11.0 Appropriateness.** All disciplinary action shall be applied in a fair manner and shall not be inconsistent with the infraction or series of infractions for which disciplinary action is being applied.

**Section 11.1 Just Cause.** Disciplinary action shall be for just cause.

**Section 11.2 Disciplinary Suspensions and Discharges.** All suspensions and discharges must be stated in writing with charges stated and a copy given to the Employee and the Union at the time of suspension or discharge.

## **ARTICLE XII**

### **RIGHTS OF THE TOWN OF SOUTHTON AND DEPARTMENT OF WATER COMMISSIONERS**

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Town of Southington, including any of its boards, agencies, departments or commissions, pursuant to any town charter, general; or specific act of the legislature, town ordinance, regulation or any other type of lawful provision of the Board of Water Commissioners and specific regulations or any other type of lawful provisions over matters involving the Southington Water Department including, but not limited to, full control over the policies, practices, procedures and regulations with respect to Employees of the Department covered by this Agreement, shall remain vested solely and exclusively in the Town of Southington and the Board of Water Commissioners.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURES**

**Section 13.0 Definition and Process.** A grievance shall be defined as a violation of a specific section(s) of this Agreement with said section specifically cited in the grievance and shall be processed in the following manner at the request of either party:

The grievance must be submitted in writing by the Union representative to the Superintendent within ten (10) working days of the event giving rise to the grievance or when it became known to the Employee(s), or the grievance shall be forfeited.

In the event there is no settlement within five (5) working days of submitting a grievance to the Superintendent, the matter shall be submitted to arbitration by the Connecticut State Board of Mediation and Arbitration or, only at the option of the Department, to the American Arbitration Association, with the cost of the arbitrator paid by the Department. The decision of the arbitrator shall be final and binding on all parties.

The Union and the Department can by mutual agreement agree to have a grievance mediated by the CSBMA prior to arbitration.

**Section 13.1 Union Representatives.** Officers and stewards of the Union as shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations shall be afforded the necessary amount of time without loss of pay to conduct such business.

**ARTICLE XIV**  
**TIME CLOCK RULES**

**Section 14.0 Rule for Punching Time Clock.** Each Employee shall punch his/her own timecard. Any Employee ringing punching a timecard belonging to another Employee shall be subject to dismissal.

**Section 14.1.1 Time Clock Format/Lateness.** For timekeeping purposes the hour will be divided into ten (10) equal periods of six (6) minutes each. An Employee will be docked for each period or fraction thereof in which he/she is late. A three (3) minute grace period will be allowed at the beginning of the shift, provided it is not abused.

**14.1.2. Punching During Shift/Lunch.** Whether or not an Employee is required to punch in and out during his/her shift for lunch or any other reason shall be determined by his/her foreman or department head.



**ARTICLE XV**  
**RESIDENCY REQUIREMENT**

All Employees hired subsequent to July 1978, shall establish and maintain a bona-fide personal residence within a fifteen (15) mile radius of the Southington Water Department's Office location at 605 West Queen Street, Southington, Connecticut, or any subsequent location, as a condition of employment by the Southington Water Department. This residency requirement may be waived by the Department of Commissioners of the Water Department in its sole discretion and such permission for residency outside the Town boundaries shall be granted only in writing.

**ARTICLE XVI**  
**ATTENDANCE**

Failure to show-up for work places a significant burden upon co-workers and also upon the Department's ability to effectively service the public.

**OCCURRENCE OF ABSENCE**            An occurrence of absence is one (1) continuous period of absence from an employee's scheduled work. **EXAMPLE:** If an employee is absent from work for any part of Monday and returns to work on Tuesday, this is one (1) occurrence. If an employee is absent on Monday and remains absent from work Tuesday for the same illness and then returns to work on Wednesday, this is one (1) occurrence. However, the occurrence of absence must be from the same unavoidable reason. Further, leaving work early and returning at the scheduled starting time the next day is one (1) occurrence.

**EXCEPTIONS**                            Paid vacations, paid personal days, paid holidays, duty, military service, FMLA leave, workers' compensation leave in accordance with the provisions set forth in the contract, and approved absence from work resulting from flushing or main breaks will not be counted as absences against an employee's record.

**RECORD PERIOD**                      Records will be kept and appropriate action will be taken based on attendance records. Disciplinary action will be based on an employee's attendance record over a consecutive period up to but not to exceed a rolling twelve (12) consecutive months.

**CORRECTIVE ACTION**                Disciplinary action will be taken based upon attendance records. More specifically, disciplinary action will be based

on an employee's record over a consecutive period up to but not exceeding a rolling twelve (12) consecutive months.

Any employee who has five (5) occurrences of absence during a rolling twelve (12) month period will be given a verbal warning.

Any employee who has six (6) occurrences of absence during a rolling twelve (12) month period will be give a written warning.

Any employee who has eight (8) occurrences of absence during a twelve (12) month period will be suspended without pay for a period of one (1) week.

Any employee who has ten (10) occurrences of absence during a rolling twelve (12) month period will be terminated.

#### LATENESS

"Late to work" is when an employee clocks in after his/her scheduled starting time or fails to punch-in and out during the workday, if required.

Two (2) Late to work over a rolling twelve (12) month period will equate to one (1) occurrence of absence for the purposes of appropriate corrective action to be taken, as set forth above. Failing to punch-in or out during the workday when required will equate to one-half (1/2) an occurrence of absence for the purposes of appropriate corrective action to be taken, as set forth above, except for extraordinary circumstances.

### **ARTICLE XVII** **SUBSTANCE ABUSE POLICY FOR NON-CLERICAL EMPLOYEES**

#### **Scope and Overview**

These policies and guidelines are formulated to protect the safety and security of the public and employees of the Southington Water Department (the "Water Department").

The Department will not tolerate drug abuse or alcohol misuse. Therefore, there are serious consequences in this policy for employees who use drugs and/or misuse alcohol.

No employee shall consume liquor or other alcoholic beverage or ingest drugs, other than those legally

prescribed or obtained over the counter, while on duty. Any employee who is taking a prescribed or over the counter medication, has an obligation to inquire as to any side effects which might impair or otherwise interfere with the performance of his/her duties. If there is a risk or impairment, the employee shall disclose such information to the Superintendent or his designee. If any employee is currently taking a prescribed medication, evidence must be submitted in writing from the attending physician within twenty four (24) hours after submission to a drug test. Any such related expenses will be paid by the Water Department.

## **Prohibited Behavior**

### **Drugs**

This policy prohibits the use and ingestion of drugs by an employee, on or off duty, unless there are medical reasons for use. Thresholds for positive results may change from time to time. The prohibited drugs are the following substances or derivatives thereof (herein "drugs"):

- Amphetamine
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

Because the Water Department is independently authorized to inquire if any drugs are prescribed for medical reasons by a licensed medical practitioner, that practitioner must certify in writing to the current Southington Water Department Drug and Alcohol Program Manager, an individual's fitness for fulfilling his job responsibilities as an employee.

### **Alcohol**

This policy also prohibits the misuse of alcohol. 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 the percent of blood alcohol commonly used in "driving while intoxicated", and 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 a "Refusal to Submit" includes:

1. Direct refusal to take a drug or alcohol test
2. Failure to provide a 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 a specimen
4. Engaging in conduct that obstructs the testing process
5. 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**

No employee shall use any controlled substance. Employees shall inform the Superintendent or his designee of any prescription drug use that affects their ability to perform the essential functions of their job.

No employee shall use or be under the influence of alcohol during work hours.

### **Additional Prohibitions**

*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 (DHHS). 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.

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. An employee is given a copy of positive test results. All test results are attached with tamper proof tape to the testing forms.

### **Circumstances for Drug and/or Alcohol Testing**

Employees 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 this policy); it must be performed by a Drug and Alcohol Testing Facility designated by the Water Department.

**Reasonable suspicion.** If based on the observation of a supervisor, the Water Department has reasonable suspicion to believe that an employee is impaired while on duty by drug use and/or alcohol misuse, the 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 employee.

An employee sent out for a reasonable suspicion test will be provided with transportation to and from by the Water Department to the testing Facility and the employee will be required to either accept transportation or arrange independent transportation home.

**Random.** Employees are subject at any time to random drug and/or alcohol testing while on duty. When notified, the employee will proceed immediately to the collection site. Transportation to the collection site will be provided by the Water Department when possible. The probability of being randomly selected in the future is not changed by prior random selections. An employee may be tested multiple times or not at all during any given year.

**Return to Duty.** A Return to Duty drug and/or alcohol test is required of an employee who has tested positive after assessment by a Substance Abuse Professional (SAP) and completion of treatment, if any is required, before the employee is permitted to perform his/her job 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 his/her job function.

**Follow-up.** Following a resumption of duties, an employee will be selected for additional tests beyond the random requirement for a follow-up period that will not exceed sixty (60) months. The Superintendent or his designee will determine the frequency of the follow-up tests. Tests may be for both drugs and alcohol.

### **Drug Collection Procedures**

Upon notification, employees will be required to proceed to their assigned collection site without delay and with appropriate identification. 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. Employees 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 an employee.

## **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**

There is no option for an alcohol split specimen collection and therefore there will be no opportunity for an alcohol re-test.

### **Drugs**

If an employee has a positive drug test, the employee 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 Medical Review Employee ("MRO") unless there is a significant reason acceptable to the MRO as to why the individual was delayed, such as an injury. If this option is selected, the employee 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 employee will accept any other DHHS certified laboratory, or the specified DHHS certified laboratory name, location, address, and telephone number, selected, if any. The employee must provide a copy to the Superintendent or his designee.

## **Testing Procedures**

### **Drug Testing Procedures**

A Drug test is sent to a DHHS certified laboratory (see the section: *Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That Test Results are Attributed to the Correct Individual*).

### **Medical Review Officer**

The program will utilize a 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 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 employee's responsibility to contact the MRO within 24 hours upon notification from the Water Department that the employee must contact the MRO. Failure of the employee 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 employee.

### **Alcohol Testing Procedures**

Alcohol testing will be performed in accordance with 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 may be authorized.

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 an 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 an employee 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 employee must complete the recommended program, before that individual is medically qualified to work as employee.

#### ***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 time frame allowed or (2) the requested retest reconfirms the positive result.

#### ***Records***

All drug testing and related medical records and information will be maintained in a confidential manner and their disclosure shall be strictly limited in accordance with applicable law. Each employee 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 results (including a refusal to test as defined elsewhere) or alcohol test results with a BAC of 0.04 or greater (or a refusal to test), the employee will have the following consequences. A request for a re-test for positive drug test results 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 and vacation time for treatment) and successfully complete a recognized drug and/or alcohol program. Said leave will be counted as a Family and Medical Leave of Absence (FMLA) if applicable and if the employee is eligible for FMLA.

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. Be placed in a follow-up testing program for up to sixty (60) months until completed after a confirmed positive drug or alcohol test.

**On A Second Positive Result**

On a second positive Test Result of either Alcohol or Drugs, the employee will be terminated.

**Other Consequences as a Result of This Policy**

As independently authorized, an employee sent out for a reasonable suspicion test will be required to accept Water Department arranged transportation to and from, or arrange for independent transportation home. Refusal to accept independent transportation may result in immediate dismissal.

**ARTICLE XVIII**  
**DURATION**

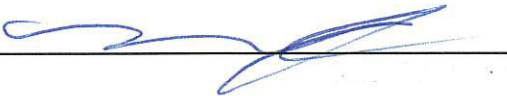
**Section 18.0 Duration of Agreement.** This Agreement shall become effective upon Board approval and shall remain in full force and effect until June 30, 2027 Thereafter, this Agreement shall be automatically renewed from year to year except that it may be amended, effective at the date of expiration, provided that one party may furnish the other party written notice by certified mail between one hundred fifty (150) and one hundred twenty (120) days prior to June 30, 2027, or intention to commence negotiations for amendment or modification of this Agreement. Such negotiations shall



commence at least one hundred twenty (120) days prior to June 30, 2027. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

**18.0.1 Notice of Termination of Agreement.** In the event either party desire to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

**FOR THE SOUTHLINGTON WATER DEPT.**



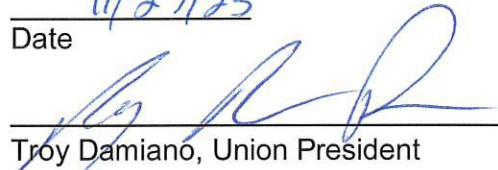
11/9/23  
Date

**FOR UPSEU LOCAL 424, UNIT 41**



Kevin E. Boyle, Jr., UPSEU President

11/27/23  
Date

  
Troy Damiano, Union President

11/9/23  
Date