


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: October 5, 2023

SUBJECT: Agenda Information – 10/10/2023

The following is additional or summary information regarding matters on the upcoming Town Council Agenda. The numbering below follows the agenda, and some routine or self-explanatory items are not discussed in this memo. As you review your packet materials, please do not hesitate to contact the appropriate staff member or me prior to the Council meeting with any questions or concerns.

**6 Bids and Contracts**

**6a Consideration of a motion to approve a Collective Bargaining Agreement with the Police Officers group** – The Council is asked to approve the renewed agreement with the Police Officer’s group of employees with an effective term of July 1, 2023 through June 30, 2026. Aside from clarifications to several provisions of the agreement, the contract provides for a 3% pay increase to this group of employees in each of the contract years, makes small increases to uniform and cell phone allowances in the second year, and calls for increases in the health care premium share by the unit members. Two changes to the retirement system for Police Officers were made in the agreement as well. First, the surcharge made to private entities when they hire Police Officers for Private Duty (usually on road construction) was increased from \$5 hourly to \$6 hourly. This amount is incorporated into the bill paid by the private entity. Second, the amount of an Officer’s pension at retirement will be calculated on a 60 consecutive month period instead of a five consecutive calendar year period.

Recommendation: Approve the negotiated contract.

**6b Consideration of a motion to approve a contract for the Library Siding Replacement Project** – The Council will be asked to consider award of a contract to replace the siding at the Town Community Center, which houses the Library and Senior Center. The Capital Improvement Plan for the current year includes funding for a project to reside the building with vinyl siding, which would match the existing look and color on the front of the building and would be entirely traditional siding on the rear of the building. As a reminder, the building is entirely sided in natural wood, including cedar shingles, at this time. The Capital Improvement Fund has \$250,000 allocated to this project and bids are currently due on Tuesday, October 10; the day of this meeting. The bid date was postponed helping ensure that multiple contractors would be able to bid. Assuming that staff is able to provide a clean recommendation to the Council at the meeting, the recommendation would be to award a contract. The intent is to allow the contractor flexibility to undertake the contract either this fall before colder weather sets in or in the spring after the weather improves. The earliest award date possible improves the opportunity for work this fall.

Recommendation: Approve the recommended contractor.

**8 Continued Business**

**8b Consideration of amendments to the Street Standards** – In follow up to the workshop discussion with the Planning and Zoning Commission regarding future private roads and in follow up to the Council discussion at its last meeting, the proposed amendment to the Town’s Street Standards has been revised. The current revisions allow for private roads based on current requirements but specifically require the traveled portion of the roadway to be fully constructed to the Street Standards with no exception for surface course thickness. The proposed language also calls for third party engineering or testing to confirm construction and a declaration of the understanding that the properties adjacent to the private road are responsible for maintenance and have a specific plan for funding future costs. The Planning and Zoning Commission will also be asked to consider parallel updates to the applicable zoning and subdivision regulations.

Recommendation: Approve the amendment updating private road requirements.

**9 New Business**

**9a Discussion regarding Town policy regarding closure of athletic fields** - The Council is being asked to review the practices and standards that led to staff closing athletic fields for use after recent rains and to determine whether the proper staff were involved in those decisions and whether the standard or policy should be different than it currently is. Currently, staff operate with a standard that calls for balancing the interests of a specific user to use a field against the interests of other users who may be impacted by the use of a field that is water saturated or otherwise compromised. With the assignment of grounds maintenance to Public Works, the decision is made by the Public Works Director in consultation with others.

Recommendation: Consider the current standard.

The remainder of the items are of a routine nature, in the sole purview of the Council or are announcements. Please contact me or the appropriate staff member with questions or concerns.

**Town of East Hampton  
Town Council Regular Meeting  
Tuesday, September 26, 2023  
Town Hall Council Chambers and Zoom**

**MINUTES**

**Present:** Chairman Mark Philhower, Vice Chairman Tim Feegel, Council Members Pete Brown, Brandon Goff, Eric Peterson, Kevin Reich and Alison Walck and Town Manager David Cox.

**Call to Order & Pledge of Allegiance**

Chairman Philhower called the meeting to order at 6:30 p.m. in the Town Hall Council Chambers and via Zoom.

**Adoption of Agenda**

A motion was made by Ms. Walck, seconded by Mr. Reich, to adopt the agenda as presented. Voted (7-0).

**Approval of Minutes**

A motion was made by Ms. Walck, seconded by Mr. Peterson, to approve the minutes of the Town Council Regular Meeting of September 12, 2023 as written. Voted (7-0)

**Public Remarks**

None

**Presentations**

**Presentation from the Water Sub-Committee**

Town Manager David Cox provided a presentation on the Water System Progress Report from the Water Sub-Committee. The full PowerPoint presentation will be included with the minutes filed in the Town Clerk's Office.

**Bids & Contracts**

**Review and Possible Approval of the Collective Bargaining Agreement between the Town of East Hampton and the East Hampton Police Union, Local #2407, Council 4, AFSCME, AFL-CIO – July 1, 2023 to June 30, 2026**

This item will be addressed at the next meeting. An Executive Session will be held prior to the meeting with the Labor Attorney.

**Resolutions/Ordinances/Policies/Proclamations**

None

**Continued Business**

**Sub-Committee Reports & Updates**

Mr. Reich noted that the Middle School Roof Committee will meet this week to handle some change orders. There have been no leaking issues following the multiple rain events recently.

**Continued Discussion and Possible Action on an Amendment to the Agreement for Edgewater Related to Town Maintenance of Edgewater Circle**

The Town Council continued their discussions on whether they should pursue an amendment to the agreement with the Edgewater developers to turn the private road, Edgewater Circle, to a public road, maintained by the Town and the Town would no longer pay the annual maintenance fee for maintenance of roads and property. Council members discussed whether the road was built to Town standards. Since the road was intended to be private, the Town was not involved in the inspections of the base and asphalt. It was agreed that it should be built to Town standards before any agreements are signed. Mr. Philhower also indicated that he wants the standards for private roads going forward to be the same as public roads.

The Council has requested that the Town Manager reach out to the owners of the Edgewater Development to provide details on the current road specifications.

### **Discussion and Possible Action Regarding Ambulance Association Lease for 4 Middletown Avenue**

The Town Manager, Council members and the Ambulance Association provided their feedback on the Ambulance Association lease for 4 Middletown Avenue. The revisions are intended to clarify the responsibilities of each party for maintenance and other activities on the property. The lease term would be modified to a 5-year lease with four automatic five-year lease renewals and the cancellation term would increase to one year. There was discussion regarding what maintenance the Town should be responsible for and what maintenance should be left to the Ambulance Association as the tenant. It was determined that the Town would be responsible for the large items and the Ambulance Association would be responsible for day-to-day maintenance.

A motion was made by Mr. Peterson, seconded by Mr. Feegel, to approve the lease for 4 Middletown Avenue with the Ambulance Association with the changes presented. Voted (5-2) Mr. Reich and Ms. Walck against.

### **New Business**

#### **Discussion and Possible Action on an Amendment to the Street Standards for Private Roads**

In follow up to the workshop discussion with the Planning & Zoning Commission regarding future private roads, this discussion initially was to restrict private roads in the future. However, the Council's intention was not to limit private roads but to require all roads be built to Town road standards whether public or private. The Planning & Zoning Commission will also be asked to review their regulations regarding the exception for the wearing surface.

This item will be included on the next meeting agenda.

#### **Discussion and Possible Action on Revisions to the Job Description for the Planning & Zoning Official**

The job description for the Planning & Zoning Official is being revised to update and correctly identify the nature of the position and the town's expectations.

A motion was made by Mr. Reich, seconded by Mr. Goff, to approve the revisions to the job description for the Planning & Zoning Official as presented. Voted (7-0)

### **Town Manager Report**

Mr. Cox provided his written report for the Council members which will be included with the minutes filed in the Town Clerk's Office. Mr. Cox also reported that the Police Department was officially awarded Tier I Accreditation from the Police Officer Standards and Training Council.

**Appointments**

None

**Tax Refunds**

A motion was made by Ms. Walck, seconded by Mr. Goff, to approve tax refunds in the amount of \$3,217.20. Voted (7-0)

**Public Remarks**

None

**Communications, Correspondence & Announcements**

None

**Adjournment**

A motion was made by Mr. Reich, seconded by Mr. Goff, to adjourn the meeting at 7:50pm. Voted (7-0).

Respectfully Submitted,

Cathy Sirois  
Recording Clerk



# 2023 Value of Water Presentation - DRAFT

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East Hampton-CT, Town Council Meeting, October 10, 2023  
George Logan, Director of Community Relations



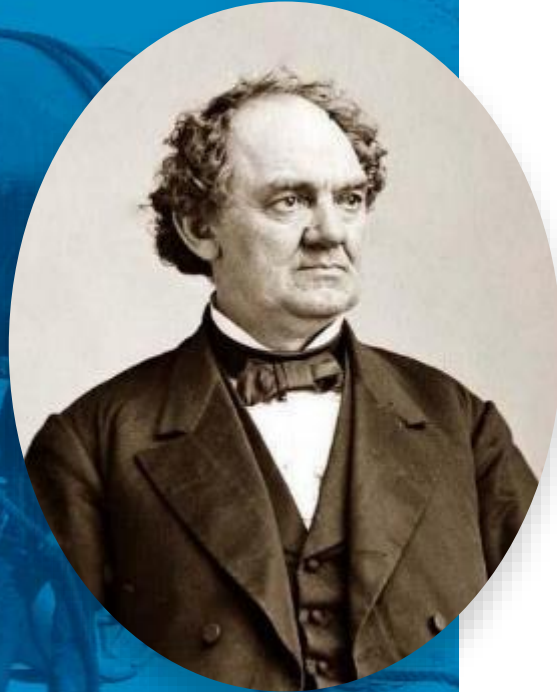
# AGENDA

- About Aquarion
- Conservation Program
- East Hampton-CT Distribution System

# ABOUT AQUARION

**We are the largest investor-owned water utility in New England and are among the seven largest in the United States**

- Based in Bridgeport, Connecticut, we've been in the public water supply business since 1857 (originally the Bridgeport Hydraulic Company)
- Experienced steady growth throughout the 20<sup>th</sup> century in Connecticut
- Expanded into Massachusetts and New Hampshire in 2002
- Integrated over 84 water systems into its operations since 2011
- Acquired by Eversource Energy in 2017



P.T. Barnum  
elected second  
company  
president in 1877



# AQUARION AT A GLANCE\*



**Serving 86 systems in 72 cities and towns across New England**

## AWC – CT

- **Connections** – 217,000
- **Rate Base** – \$1B
- **Revenues** – \$200.2M
- 59 Cities & Towns

## AWC – NH & Abenaki

- **Connections** – 11,000
- **Rate Base** – \$41M
- **Revenues** – \$7.5M
- 8 Towns

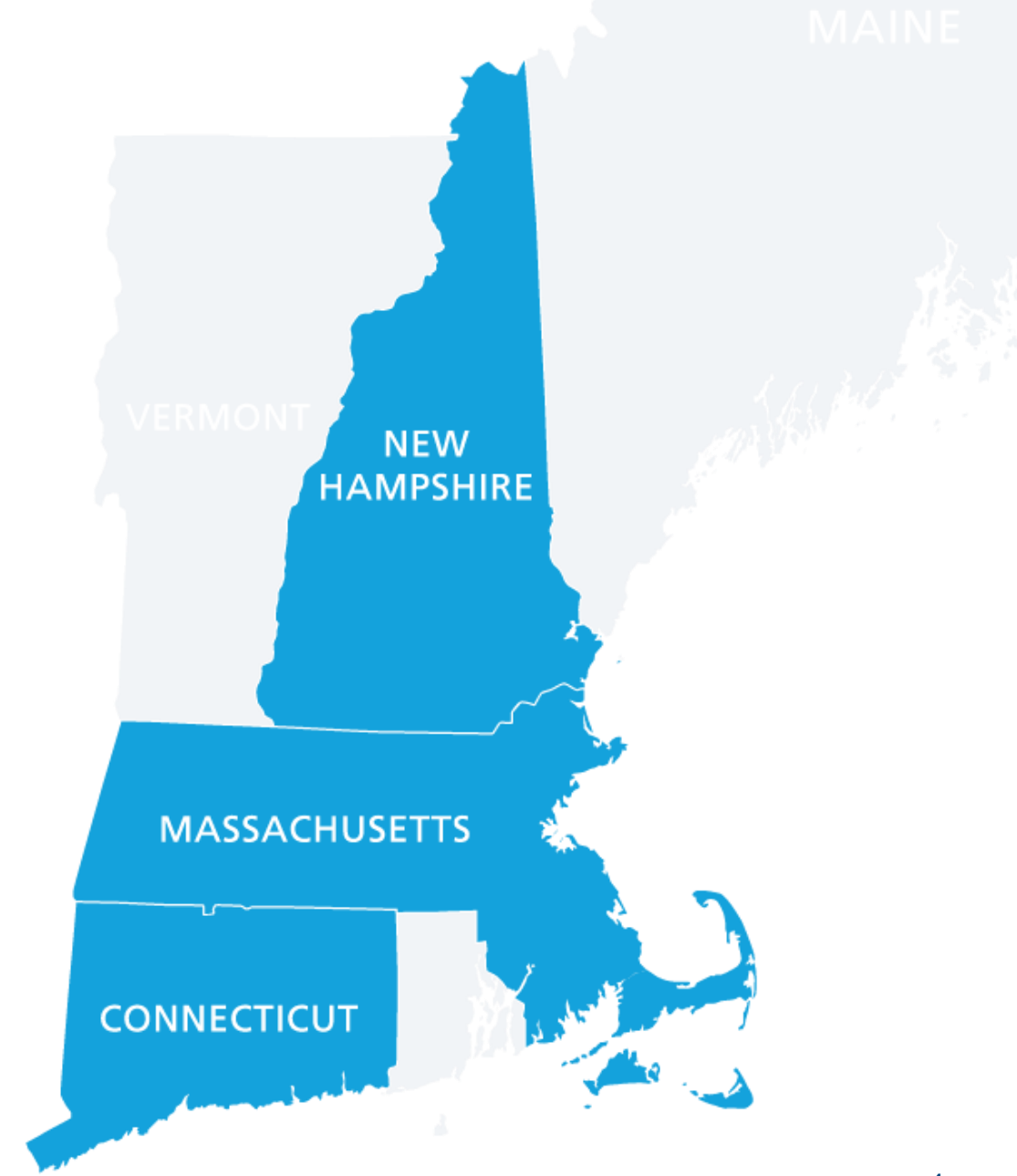
## AWC – MA

- **Connections** – 9,000
- **Rate Base** – \$24M
- **Revenues** – \$4.9M
- 5 Towns

## ALL SYSTEMS

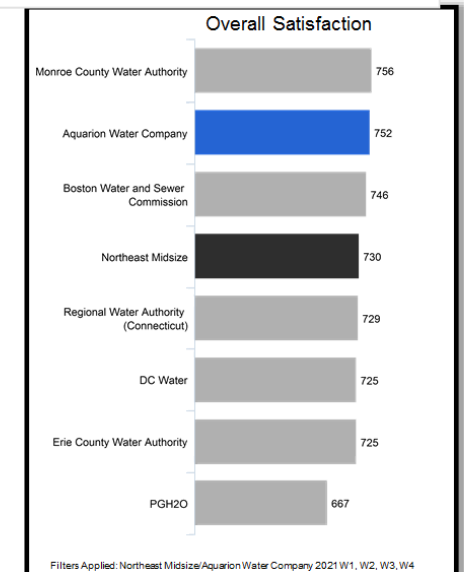
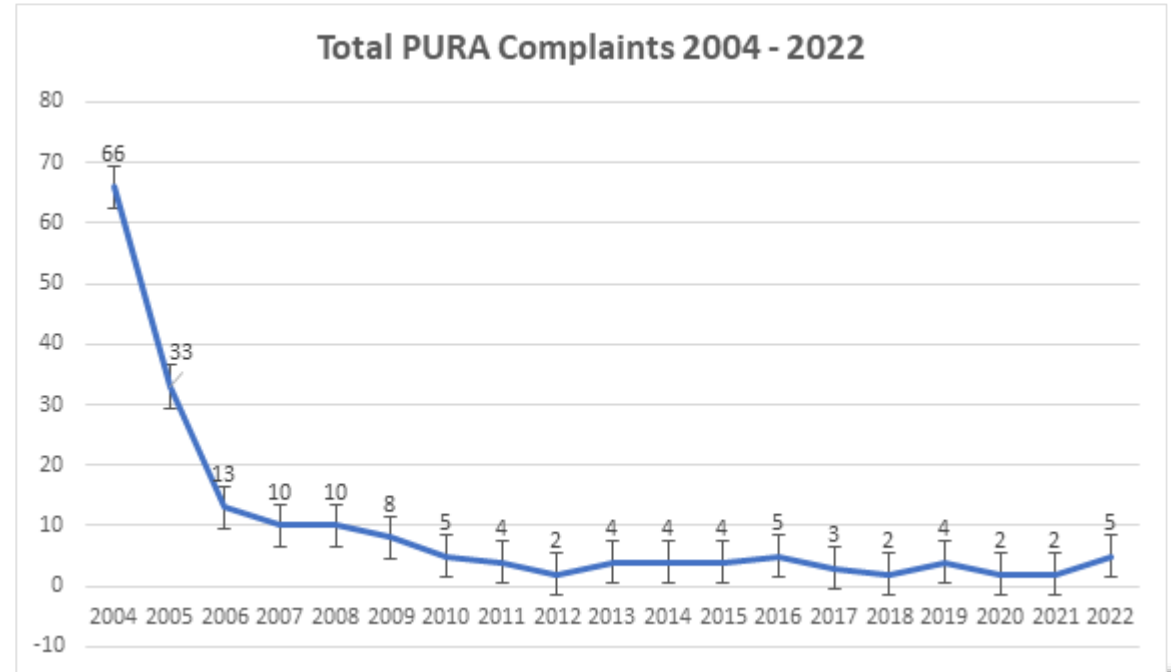
- **Connections** – 237,000
- **Rate Base** – \$1.066B
- **Revenues** – \$212.6M
- 72 Cities & Towns

\*Statistics as of December 31, 2022



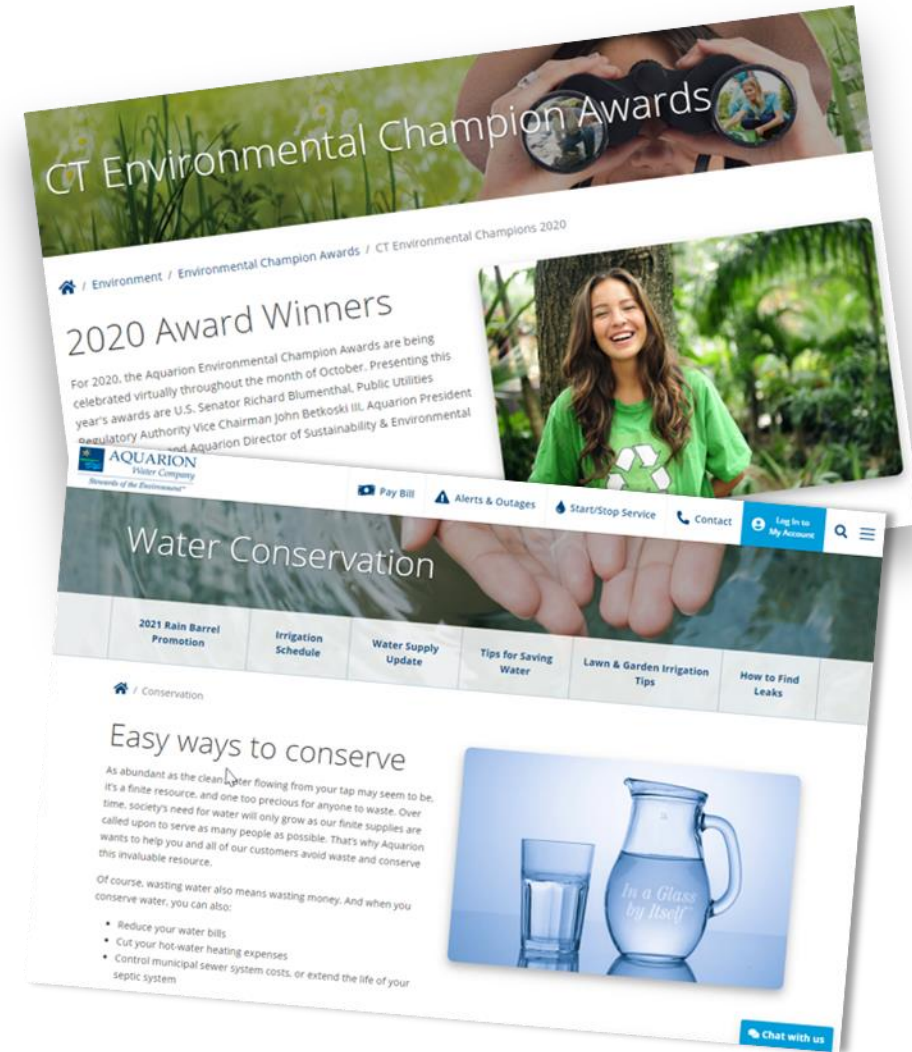
# Customer Satisfaction

- Customer service is a top priority
- Latest survey: 95% of Aquarion customers satisfied or extremely satisfied
- Strong J.D. Power results
- Historically, among the lowest number of complaints for regulated utilities



# Environmental Champion

- Stewards of the Environment
- 2022 Water Quality Compliance for Legacy Systems
  - Goal: Zero Violations
  - Results: Zero Violations
- 100% Environmental Compliance in 2022
- Carbon neutral by 2030
- Comprehensive conservation program used to manage supplies when needed



# Motivated and Efficient Workforce

- **Top Employer:** Aquarion selected as one of the top places to work in Connecticut (6 times)
- **Community Involvement:** Over one-third of employees volunteer in over 140 organizations



# What Aquarion brings to the table

## **New England based**

- Roots and headquarters in CT for more than 165 years

## **Customers benefit, great service**


- Industry leading customer service
- Proven ability to manage rates and work with CT PURA

## **Deep Technical Bench to Solve Engineering, Operational, and Regulatory Hurdles**

- 340 employees
- 100% environmental compliance in 2022
- Zero health-based water quality violations in 2022 for legacy Aquarion systems

## **Experienced Buyer and Integrator**

- Flexible and Creative
- Acquired and integrated 84 systems in 26 separate transactions since 2011



YOU CAN'T  
FIGHT A FIRE IF  
THERE'S NO  
WATER IN THE  
TANK

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# AQUARION & CONSERVATION

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Decoupling

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Streamflow regulation

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Capital investment

---

Climate change

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Drought of 2016



# CONSUMPTION ANALYSIS

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Demand is going slowly but steadily down  
November through March in all communities

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Demand is going up April through October with  
some communities having dramatic "peaking  
factors" in the summer months

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Aquarion's customer base is 90+% residential

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Majority of customers are efficient (use less than  
the national average per person, per day)

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Minority of customers are using excessive amounts  
of water in the summer months





# Smarter Watering Begins With You

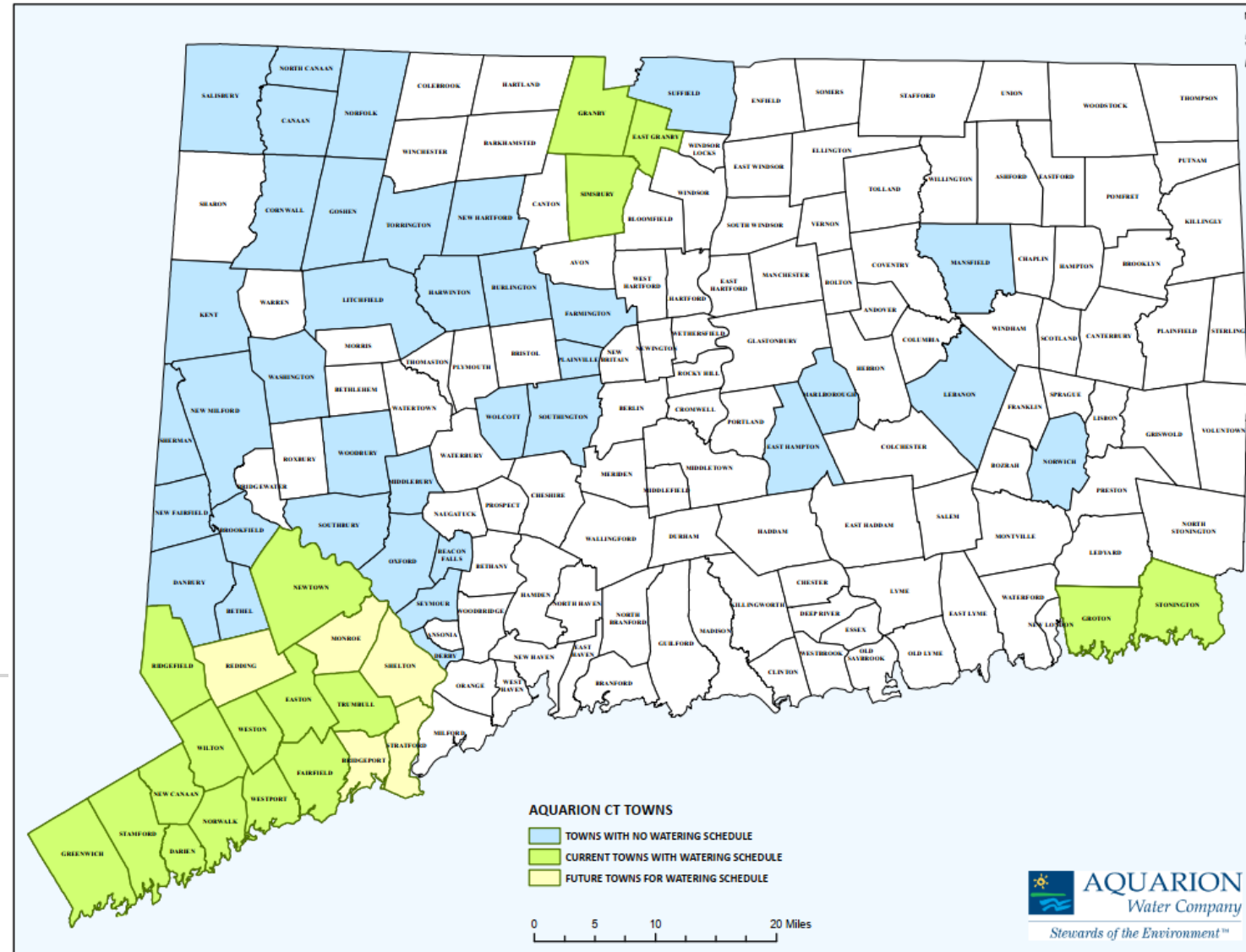
Mandatory, Maximum Twice-Weekly  
Sprinkler Irrigation Schedule

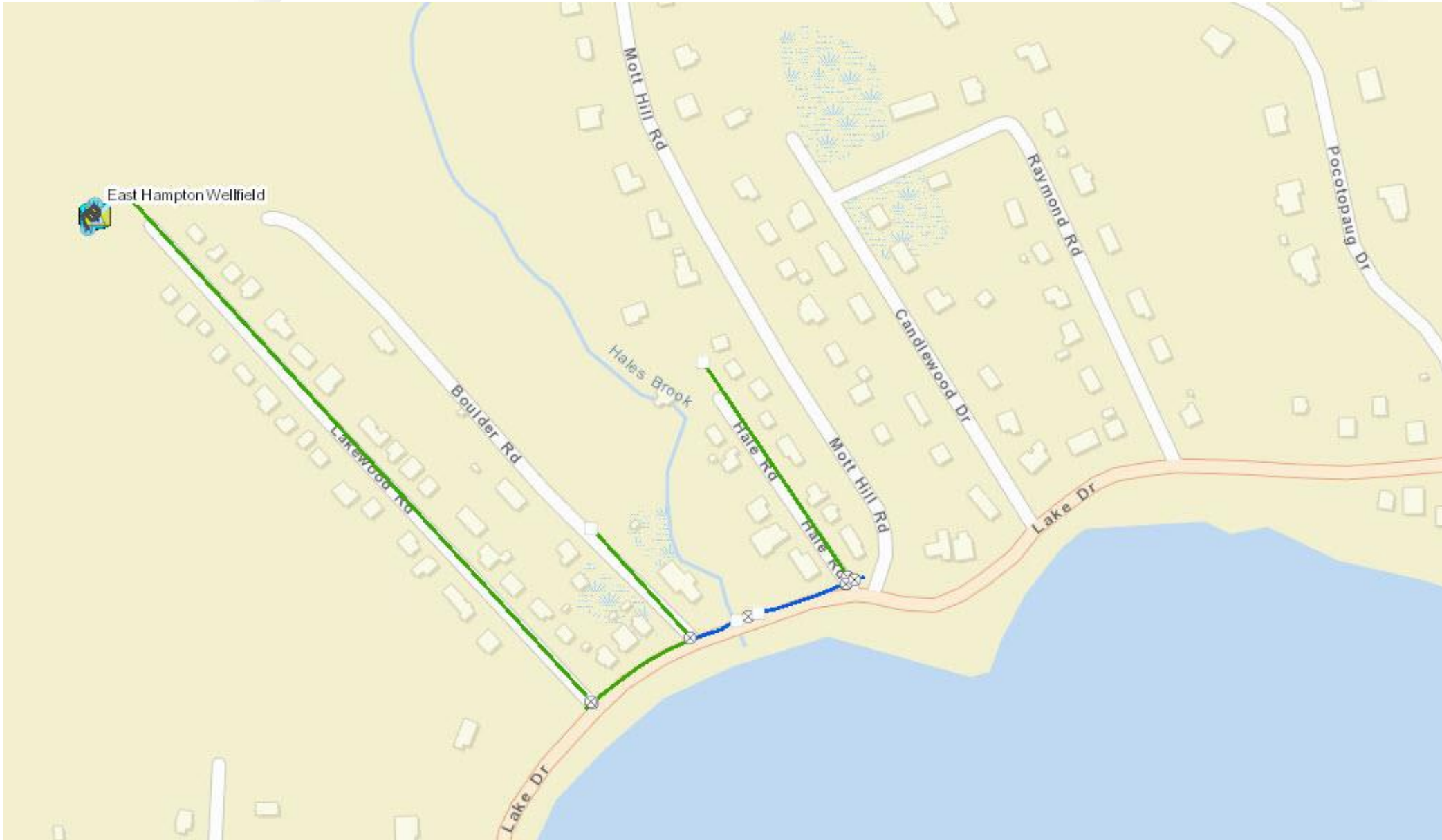


**AQUARION**  
Water Company

*Stewards of the Environment™*

# TWICE WEEKLY IRRIGATION ROLLOUT





# East Hampton-CT Water Distribution System



**We never know the  
worth of water 'til the  
well is dry.**

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AGREEMENT

BETWEEN

THE TOWN OF EAST HAMPTON

AND

EAST HAMPTON POLICE UNION, LOCAL #2407,  
COUNCIL 4, AFSCME, AFL-CIO

**JULY 1, 2023 – JUNE 30, 2026**  
**(Highlighted)**

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**ARTICLE I**  
**RECOGNITION AND UNIT DESCRIPTION**

**Section 1 - Definition of Bargaining Unit**

The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all employees of the Unit. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

**Section 2 - Composition of Bargaining Unit**

The bargaining unit for the purposes of this Agreement shall be full-time police officers and detectives of the Town, below the rank of Lieutenant, ~~and the full-time animal control officers,~~ excluding civilian employees, ~~crossing guards~~ and the Chief of Police.

**Section 3 - New and/or Changed Classifications**

If new classifications are established by the Town and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the Town shall forward the new or changed class and proposed wage scale to the Union for review. The contract will then be opened for the sole purpose of negotiating a wage for the class, only if requested by the Union.

**ARTICLE II**  
**UNION DUES**

**Section 1**

Each employee will be offered an opportunity to join the Union. Each employee who elects to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues. Such authorization shall be delivered to the Town and shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Town by written notice that the employee no longer wants to be a member of the Union.

**Section 2 - Dues Deduction**

The Town agrees to deduct from the pay of all employees covered herein, who authorize such deductions from their wages, such dues and initiation fees as may be fixed by the Union and allowed by state and federal law.

The Town will remit to the Union amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. The Union agrees that it will save the Town harmless from any claims for damages by reason of carrying out the provisions of

this Agreement concerning the assignment of wages for such dues and initiation fees, as hereinbefore mentioned.

### **Section 3 - Anti-Discrimination**

**Discrimination** There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or non-membership or because of any activity permissible under the Law and this Agreement. Each employee has and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union; such rights shall include the right to participation in the management of the Union, acting for the Union as an officer or representative and presenting their views to the public, to officials of the Town or Department, to the Town meeting or members of the media or state legislature. The State Board of Labor Relations shall have exclusive jurisdiction over alleged violations of this provision.

### **Section 4 - Work Rules**

**Maintenance of Benefits** All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement shall remain in effect for the duration of this Agreement, unless negotiated otherwise by the parties upon request.

### **Section 5 - Shop Stewards**

To provide employees with reasonable access to Union representation, the Union may appoint certain employees to serve in the capacity of Steward. Said steward may receive, investigate, and process complaints or grievances of employees. When the nature of the grievance requires immediate action stewards may be permitted to leave their regular work area upon request to their supervisor. Such requests shall not be unreasonably denied.

### **Section 6 - Bulletin Boards**

The Employer agrees that the Union shall have adequate space made available in a conspicuous location in the Police Headquarters building for the purpose of posting notices and information to members of the Union. The bulletin board shall be provided by the Union and at all times shall remain the property of the Union.

### **Section 7 - Office Space**

The Employer agrees to allow the Union to use, from time to time, a suitable location at the Police Station in order to handle employee grievances and complaints. The Employer also agrees to allow the Union to use the police facility as a mailing address, and to use the police facility as the seat of the Union for conducting business.



**ARTICLE III**  
**UNION AND REPRESENTATION**

**Section 1 - Recognition of Officers**

The Town agrees to recognize the duly elected officers and representatives of the Union.

**Section 2 - Union Leave**

Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the Town. The Town shall not recognize anyone other than those listed on the certified list when transacting official business with the Union. The Union shall be responsible for providing the Town with any changes to the list.

Each representative will be expected to perform his duties on his own time during shifts the representative is not scheduled to work. However, it is recognized that from time to time it will be necessary for Union activities to be carried out during scheduled shifts the representative is scheduled to work, for example, investigation and processing of complaints, disputes, and grievances, and attendance at executive board and general meetings.

For such Union activities, an aggregate of forty-eight (48) hours per contract year may be used by authorized representatives of the Union during scheduled work time (Monday through Friday) to fulfill the necessary duties ~~(provided, however, contract negotiations are not included as an activity permitted to be carried out during an employee's scheduled work time).~~ Accordingly, if a duty requires two (2) hours, the representative will be released to perform the duties for two (2) hours and then return to his/her assignment.

It is further recognized that there are reasonable limited deviations from this provision such as posting of Union notices that require a minimal period of time to engage in.

Where such activities are necessary or reasonable to be performed during a shift the representative is scheduled to work (as determined by mutual agreement between the Town and the Union), the activities may be done without loss of pay to the representative involved. All Union activity will be reported on the appropriate time reporting form.

**Section 3**

The Police Chief and officials or representatives of the Union are encouraged to meet at any time to informally discuss matters of concern and/or interest to either party.

**Section 4 - Access to Employer Information**

The Employer and the Union shall make available to each other upon reasonable request any information, statistics, and records, in their possession relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, exempting information that is privileged, confidential or not lawfully available under the Freedom of Information Act. Each side agrees

that it will furnish sufficient information as to the relevancy of their request. The Employer agrees to furnish the Union one (1) copy of all future amendments and revisions to the Department's General Orders, Special Orders, Memorandums, or the Employer's Personnel Rules.

**Section 5 - Personnel Orders**

The Employer will provide the Union with copies of all personnel orders as soon as the orders are issued. As used in this section, "personnel orders" will be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary action, transfer notices, promotion notices and termination notices.

**Section 6 - Negotiating Team**

Up to two (2) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty. No overtime pay shall be considered or granted for such purpose.

**ARTICLE IV  
MANAGEMENT RIGHTS**

**Section 1 - General**

Unless expressly limited by a specific section of this Agreement, the rights, powers, and authority held by the Town of East Hampton, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, general or special acts of the legislature, town ordinance, regulation or other type of lawful provisions over matters involving the East Hampton Police Department, including but not limited to, full control over the polices, 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 East Hampton.

**ARTICLE V  
RULES AND REGULATIONS**

**Section 1 - Town Provides**

The Town agrees to provide the Union and all members of the bargaining unit up-to-date copies of all Department rules and regulations upon request. Future changes or amendments which are mandatory subjects of collective bargaining shall be negotiated with the Union before becoming effective.

**ARTICLE VI  
NO STRIKE/LOCKOUT**

**Section 1 - General**

The Union and the employees expressly agree that during the term of this Agreement, there will be no strikes, slowdowns, picketing, work stoppages, mass absenteeism or similar forms of interference with the operation of the Department. The Town agrees there shall be no lockout of any employees covered under this Agreement for the duration of this contract.

**ARTICLE VIII  
COPIES OF CONTRACT**

**Section 1 - General**

The Town shall give all members of the bargaining unit a copy of this Agreement.

**ARTICLE VIII  
STABILITY OF AGREEMENT**

**Section 1 - General**

No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto, unless made and agreed to in writing by both parties.

**Section 2 - Savings Clause**

If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of the Agreement.

**ARTICLE IX  
NEGOTIATING TEAM**

**Section 1 - Negotiating Team**

~~Up to two (2) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty. No overtime pay shall be considered or granted for such purpose.~~

**ARTICLE IX  
HOURS OF WORK**

**Section 1 - a. 4-2 Schedule**

The normal workweek for all full-time regular officers shall consist of four (4) working days of eight and one-half (8½) hours per day, with two (2) consecutive days off. The work schedule

shall be posted at least fifteen (15) days in advance and consist of a one (1) month schedule. The foregoing shall not be construed as a guarantee of a forty (40) hour workweek.

### **Section 2 - Pay Period**

The pay period shall be from Sunday through Saturday.

### **Section 3 - Special Positions**

The normal workweek for newly hired officers not yet certified by the Municipal Police Training Council shall be Monday through Friday and shall consist of five (5) working days, forty (40) hours per week with two (2) consecutive days off until such time as they enter the field training officer phase of the program. Upon entering the field training officer phase of the program, new employees shall work a 4-2 schedule and an eight and one-half (8½) hour work shift.

### **Section 4 - Forty Hour Pay Week**

All officers on a 4-2 schedule shall be required to work an eight and one-half (8½) hour work shift. Officers will be paid for forty (40) hours each week.

### **Section 5 - Minimum Staffing**

The Town agrees to maintain a minimum complement of: (a) three (3) Sergeants; and (b) twelve (12) patrol officers for the duration of this Agreement. **The Town will attempt to fill** all vacancies **will be filled** within six (6) months **of the opening**. The Town agrees that the minimum staffing requirement of two (2) certified officers for each shift shall be followed.

### **Section 6 - Bid Shift**

- A. The employees shall bid their shifts among the established shifts every six (6) months in accordance with seniority. Patrol officers shall bid patrol officer slots and Sergeants shall bid Sergeant slots.
- B. The sign-up list will be posted one (1) month prior to the effective date, if possible, for sign up. There shall be fifteen (15) days allowed for sign-up. Officers will sign-up by indicating their first, second and their choice of two (2) shifts. Officers shall work the shifts in one (1) month increments.
- C. Once the fifteen (15) days of the sign-up period expire, should there be any officer(s) who have not signed up for a shift, the Chief or his designee may assign the empty slots.
- D. The Chief or his designee shall determine the number of positions available for each shift and will always have at least two (2) officers scheduled for work at the same time.
- E. Once the scheduled has been bid upon and posted the Chief cannot make changes to the schedule except by mutual agreement between the Town and the Union. In

accommodating a bid schedule change, the Town will not pay overtime unless the employee works in excess of forty-three (43) hours in a single pay period.

- F. One (1) officer may be substituted for another provided the following is adhered to:
1. The request is submitted, in writing, to the Chief or his designee at least eight (8) hours prior to the proposed substitution.
  2. Substitutions shall not impose additional costs to the Town.
  3. The substitution is approved by the Chief or his designee, which shall not be unreasonably withheld.
  4. Substitutions may be made for an entire month or any part thereof.
  5. Sergeants may substitute with patrolmen only with the approval of the Chief.

### **Section 7 - Time between Shifts**

There shall be a minimum of fifteen and one-half (15½) hours between shifts.

## **ARTICLE X** **COMPENSATION AND BENEFITS**

### **Section 1 - Salaries**

Wage rates effective July 1, 2023 are set forth in Appendix A attached hereto and made a part hereof. The salary schedules and longevity pay schedule in Appendix A shall be in effect for the duration of this Agreement with wage rates adjusted on the dates specified.

### **Section 2 - Probation**

The normal probationary period for all new employees shall be from date of hire until twelve (12) months from the date of graduation from the P.O.S.T. Academy. If the new employee is a certified officer and does not need to attend the P.O.S.T. Academy, the probationary period shall be twelve (12) months from the date of commencement of employment at the department. The employee shall be notified in writing of any change from this probationary status. At the completion of the normal probationary period, the employee shall advance to regular status subject to the Department's rules regarding probation. The Chief may, at his discretion, extend the probationary period for an additional six (6) months. Upon completing all probationary periods, a new employee shall be placed, at the chief's discretion, up to that step which reflects his or her years of service as a certified police officer. It is understood that an employee on probation has no access to the grievance procedure for claims under Article XXV (Disciplinary Action).

### **Section 3 - Training**

Any employee who is required to attend in-service training or schooling in excess of his regularly scheduled workday or workweek shall be paid for all hours while attending said class at his regular hourly rate unless the employee is scheduled to work his/her regular shift on the day of training or schooling. Under such circumstances, the employee is eligible for time and one-half (1½) of the applicable rate in accordance with Article XII, Section 2 for attendance at training or schooling.

#### **Section 4 - Promotion Probation**

When an employee is promoted to a higher rank within the bargaining unit, there shall be a probationary period of six (6) months at the new rank. The Chief of Police may extend the probationary period but, in no event will the total probationary period be longer than twelve (12) months. If, during the probationary period, the Chief determines that the employee is not performing satisfactorily, he shall inform the employee in writing that he is to be returned to the employee's former rank. If an employee is promoted to a grade that pays less, he will continue to receive his previous higher pay.

#### **Section 5 - Working Out of Class**

Whenever a patrolman is required to perform the duties of a Sergeant, the patrolman shall be compensated at the Sergeant's starting salary.

#### **Section 6 – Field Training Officer**

Whenever an officer is assigned to act as a Field Training Officer, he shall receive a stipend of two hundred fifty dollars (\$250.00) per trainee for such assignment, provided the assignment is for a minimum of ten (10) days per trainee.

#### **Section 7 – Canine Handler**

- A. The Chief may, at his or her discretion, create a canine handler position. Such position shall be filled by a bargaining unit member.

The position shall remain in effect until the canine utilized by the Town ends its tour of duty with the Town through retirement, death, permanent disability, loss of certification or is deemed unfit for duty by the Chief of Police, the Connecticut State Police Canine Training Unit or by a certified veterinarian.

Additionally, the position may be discontinued by the Town at its' discretion. In the event the Town discontinues the position, absent exigency, the Union and impacted officer will be provided with a minimum of thirty (30) calendar days' written notice. If the position is discontinued by the Town, the officer will return to his/her former position.

The following terms and conditions shall apply specifically to the canine handler position:

B. Appointment to the canine handler position shall be in accordance with the following:

- Only officers below the rank of Sergeant shall be eligible for the position, provided, however, in the event that the officer actively filling the position is promoted to the position of Sergeant, he/she may continue to serve as the canine handler, upon approval of the Chief of Police.
- Officers applying for the position of canine handler must have completed a minimum of three (3) years as a Patrol officer for the Town by the first day of the canine academy.
- The position and test announcements will be made thirty (30) calendar days prior to the first step of the selection/testing process.
- Officers interested in the position must submit a written request to the Chief of Police within ten (10) days after the position has been posted.

C. The following criteria shall be utilized by the Town as part of determining the list of eligible candidates from the Officers who have submitted a written request for the position.

Officers who apply for the position may not have:

- exhibited an abuse of sick leave defined as sustained allegation(s) of sick leave abuse; and
- substantiated complaints of the use of excessive force.

Officers who apply for the position must:

- demonstrate that he or she is proficient in report writing and hand record keeping;
- exhibit a calm professional manner in addressing stressful situations;
- be able to pass the Connecticut State Police (Canine Training Academy) qualification agility test;
- possess a genuine interest in canines and a strong desire to work with police canines;
- be willing to provide suitable living quarters and properly care for the canine's daily needs at home;
- make a commitment to the program for the service life of the canine; and

- The handler will be willing to have a kennel professionally installed at the one (1) time cost to the Town not to exceed one thousand dollars (\$1,000.00) on his or her property with the understanding that removal of the kennel will be at the cost of the canine handler.

Additionally, the applicant's spouse/co-habitants must be willing to accept the canine and the canine officer's commitment to the program. The applicant's spouse/co-habitant should not have any allergies connected to animals.

D. Officers who meet the criteria set forth in B and C above, shall be eligible to participate in the selection/testing process.

The selection/testing process shall be in accordance with the following:

- The testing process shall be a three (3) prong test comprised of the following:
  - 1<sup>st</sup>: Physical agility (as part of the physical agility portion of the process, the candidate must pass the Copper Fitness Test, or the candidate will be disqualified from the process);
  - 2<sup>nd</sup>: Panel Interview (K9 Instructor or handler, Training Sergeant and community member);
  - 3<sup>rd</sup>: Chief's Interview (the interview may involve a canine breeder home visit).

The agility portion of the testing process shall account for fifty percent (50%) of the candidate's score. The Panel Interview portion of the testing process shall account for thirty percent (30%) of the candidate's score. The Chief's Interview portion of the testing process shall account for twenty percent (20%) of the candidate's score.

E. The officer with the highest overall score (with a minimum score of seventy (70) on each prong of the test) shall be selected for the position.

If no officer attains the minimum of score of seventy (70) on each prong of the test (or if no officer applies for and meets the criteria under B and C above), the Town may open the process to non-probationary bargaining unit employees (including sergeants).

F. The canine handler's compensation shall be in accordance with the following:

- The canine handler will receive a bi-weekly stipend that will total an aggregate amount equal to three percent (3%) of that officer's annual base salary. Call volume permitting, the canine handler will be allowed sufficient time while on duty to maintain the canine.



- The Town will be responsible for all of the canine’s medical care, food and equipment as long as the canine is “in service.”
- Call backs will be in two (2) hour increments at the applicable overtime rate when the call back is specific to the canine handler function.
- The Town will provide a vehicle to transport the canine (portal to portal, training and medical care).

G. Once enrolled in the training program, the canine handler will be exempt from order-in unless he or she volunteers for a private duty assignment on a day off from training.

While enrolled in training the canine handler will follow the schedule of the training academy with respect to shift and day on/off rotation. Once the canine handler has successfully completed the training program, he or she will be exempt from the bidding process and will assume a day/evening shift assignment and will be subject to order-in per this Agreement.

**Section 8 – Officer in Charge**

On or around September 1<sup>st</sup> on an annual basis, the Union President will advise the Chief of Police of the names of the officers who are willing to act as the Officer in Charge during his/her respective shift.

During the period between September 1<sup>st</sup> and August 30<sup>th</sup>, if an officer decides that he/she no longer desires to act as an Officer in Charge, he/she shall advise the Chief of Police in writing.

During the period between September 1<sup>st</sup> and August 30<sup>th</sup>, if an officer decides that he/she would like to act as an Officer in Charge, it shall be at the Chief of Police’s discretion whether to assign such duties to the officer.

Officers shall be paid the Sergeant’s starting rate of pay in lieu of the officer’s hourly rate of pay for serving as an Officer in Charge only when they meet all of the following criteria:

- a. There is no Sergeant or the Chief working on the shift.

The Chief will be considered to be “working on the shift” when it is during his or her regularly scheduled workday (using the Town Hall hours), he or she is within thirty (30) minutes (by car) from Town and he or she is available by either phone or radio contact;

- b. The officer must be the senior officer on the shift (unless the senior officer declines in accordance with section 1 above; then the Officer in Charge assignment shall be offered to the other officers who have agreed to act as the Officer in Charge who are on duty during the shift in question in descending order of seniority); and

- c. The Officer in Charge must be responsible for the shift and activity on the shift expected of an Officer in Charge (as determined by the Chief).

Such responsibilities shall include:

- Assign patrols, report unscheduled tardiness or absences to the platoon sergeant or Chief;
- Share “shift turnover information”;
- Direct patrol units to the field in prompt fashion;
- Read and Sign book is up to date by shift personnel;
- When warranted, contact a sergeant or Chief, for all major incidents;
- When feasible, evaluate pursuits for termination and terminate pursuits if circumstances dictate said action;
- Confirm that:
  - Shift personnel have all issued equipment (i.e. - side arm/long arm, Taser, ballistic vest, cover and protective gloves);
  - Shift personnel report to work in a professional appearance;
  - Patrol vehicles being used on shift are in good working order and sufficiently fueled;
  - The workload is evenly distributed; and
  - Press releases for significant arrests likely to cause media interest or significant newsworthy incidents are prepared and disseminated.

In the event that two (2) rookies (as defined below) are the only officers scheduled to and work the same shift, the Town will post an overtime opportunity for a Sergeant or senior officer to work as the Officer in Charge for the shift.

Such overtime opportunities shall be offered by rotation of the senior officers.

For purposes of the language set forth herein, a “rookie” shall be defined as an officer with less than three (3) years of experience **as a police officer with any law enforcement agency in the capacity of an officer.**

**If the officer has less than three (3) years of law enforcement experience with the Town but has three (3) or more years of total law enforcement experience in the capacity of an officer, it will be at the Chief’s discretion to grant that person Officer-in-Charge status.**

**If neither a sergeant nor an Officer in Charge is scheduled during a shift and the Chief of Police deems it necessary, the Chief of Police may order-in an eligible officer in accordance with existing order-in procedures to act as the Officer in Charge for the shift.**

## **ARTICLE XI** **OVERTIME**

### **Section 1 - Authorization**

All overtime and outside work must be approved by the Chief of Police or his designee.

### **Section 2 - Rate of Pay**

Time and one-half (1½) of the applicable hourly rate shall be paid for all work done in excess of the employee's regularly scheduled work hours in any one day, or for all hours worked on an employee's day off, except as set forth under Article X, Section 3 (Training) (however, there is an exception under Article X, Section 3 when time and one-half (1½) is applicable) and Article XXIII, Section 5 (staff meetings).

### **Section 3 - Schedule Change Prohibition**

Employees hereunder shall not be required to suspend work in the regular hours to absorb overtime, nor shall schedules be changed for the purposes of avoiding the payment of overtime.

### **Section 4 - Call Back/Call-In**

Overtime rates shall be paid for not less than four (4) hours to any employee called back to work for any duty not continuous with his regular workday. Recall occurs when an employee has left his work on his regular work shift or tour of duty or is an employee who is recalled on a scheduled day off. An employee called back to work, which entitles the employee to receive four (4) hours of minimum pay, may be required to work four (4) hours. Call-in occurs when an employee is called to work prior to and continuous with his regularly scheduled shift. He shall be paid for the time worked at the appropriate overtime rate. Holdovers shall be paid for the time so worked at the appropriate overtime rate.

### **Section 5 - Notifications**

Scheduled overtime shall be posted for all employees in the bargaining unit on a fair and equal basis. Employees shall have the option of declining voluntary overtime, except in case of emergency.

### **Section 6 – Order-Ins**

**Except as set forth below regarding an emergency that is deemed by the Chief of Police to be a public safety issue that requires immediate attention,** in cases of **all other emergencies, as defined under 1-8 herein,** the vacancy will be filled according to the overtime list; the employee with the least amount of overtime hours currently working will fill the first half of the vacancy and the employee with the least amount of overtime hours that will be working the next shift will come in early to fill the second half of the vacancy. In the event the employee cannot be contacted, the next employee on the list (hour wise) will be called to fill the vacancy until the vacancy is filled. The term "emergency" for purposes of Article XI, Section 6 shall normally be defined as: (1) acts of God; (2) an accident requiring reconstruction or substantial investigative effort; (3) a state of emergency declared by the Town Manager, state or federal government; (4) a felony necessitating additional officers; (5) a kidnapping or missing,

endangered person search: (6) where legitimate public safety is at risk (provided the “public safety” definition shall not be used by the Town in a manner where a reasonable person would not agree that public safety is at risk); (7) to maintain minimum staffing; or (8) in response to a Blue Plan Activation. **When the Chief of Police deems the emergency to be a life-or-death situation that requires immediate attention, the Chief of Police or his or her designee will determine the officer(s) to be ordered-in and the number of officers necessary for the order-in. Consequently, the language under 1-8 above shall not apply to these situations.**

### **Section 7 - Overtime System**

1. There shall be kept a list of total accumulated overtime hours. Any overtime job that becomes available will be posted as soon as the job is received. Officers may sign up for the jobs as they become available, and there shall be no reserving of any job. The officer having the lowest amount of total accumulated overtime hours may claim the job. The overtime list shall be updated at the end of each week.
2. If a job is already signed for by an officer having a higher amount of accumulated hours, then the officers having fewer hours will have the privilege to replace the higher officer. This shall be known as bumping.
3. No officer may bump another within twelve (12) hours of the start of any job. If an officer does bump another it is the responsibility of the bumper to notify the bumpee in a timely manner. Accepted practices are, but not limited to: personal contact, telephone, answering machines, and notes left where they will be reasonably found. If the bumper does not properly notify the bumpee then the original officer will still be considered to have the job. Should an officer refuse a job during a call-out that officer may not later bump an officer that accepted the job.
4. In the event that a job is posted with less than twenty-four (24) hours before its start, a call-out will be conducted to allow all officers a chance at the job. Call-out will be conducted by the Chief’s designee receiving notice of the job. Call-out will start with the officer having the lowest amount of accumulated hours and progress upwards. If two officers have the same amount of hours the senior officer will be considered as having the least hours.
5. Callouts will be conducted by telephone (via a text message or a telephone call), personal contact or by Department radio. The call-out results will be posted on the overtime list. A no contact will be posted as a “N.C.” (No Contact). If an officer is not available to work due to being sick, on vacation, etc. a “N.A.” (Not Available) will be entered.

If an officer has signed up for voluntary private duty overtime within the Town that overlaps shift overtime being called out, the officer will be considered N.A. for that call out. Consequently, the officer will be ineligible to be ordered in regardless of his/her hours on the overtime list.

In the event that no other officer is able to be ordered in, said officer may be pulled from the private duty overtime in order to be ordered in.

An officer may refuse a call-out, however, he will not be credited with any hours for the refused call-out. When a call-out is made and a properly working answering machine responds (or the call goes to voice mail on the officer's cell phone), a message shall be left on the machine, if possible, listing the day and time of the call and that an overtime assignment is available. An officer's failure to respond to the message and take the overtime assignment prior to the next call being made shall constitute a "no contact." No call-out will be conducted within thirty (30) minutes of the start of any shift, unless in an emergency.

6. If an officer accepts/signs for a job and for any reason cancels within twenty-four (24) hours, the cancelling officer shall be charged with the amount of hours the job was for and a call-out will be conducted. This subsection shall not apply to duty related responsibilities, i.e., court subpoenas, etc., which shall be priority.
7. In the event that a new officer is eligible for overtime, or an officer on temporary duty or leave for at least three (3) months returns to normal duty then these officers will be entered onto the overtime list by crediting them the average number of hours of the bottom four (4) officers. The bottom four (4) officers shall be defined as the four (4) officers who are currently available to work overtime on the call out list excluding the officer who is being averaged back onto the list.

### **Section 8 – Overtime Compensatory Time**

Payment for overtime hours shall be by either pay or overtime compensatory time at the employee's option, which shall be exercised at the time earned. Overtime compensatory time shall be earned and accumulated at the rate of one and one-half (1½) hours for each overtime hour worked, with a maximum of ~~forty (40)~~ **eighty (80)** hours allowed to be accumulated at any one time; ~~effective July 1, 2021, the maximum number of hours allowed to be accumulated at any one time shall be eighty (80) hours.~~

Employees requesting the use of overtime compensatory time in an eight and one-half (8½) hour increment must submit the request in writing at least twenty-four (24) hours prior to the requested day off. The taking of overtime compensatory time in less than eight and one-half (8½) hour increments shall not be allowed if it violates the minimum staffing during the mandated staffing hours. Additionally, the use of any overtime compensatory time shall not be granted if it creates an overtime situation. Employees may cash in any amount of earned overtime compensatory time upon written request. Payment will be made in the next regular pay period at a straight time rate of pay.

### **Section 9 - Special Services/Private Duty**

The rate of pay for any special service/private duty job shall be time and one-half (1½) of the employee's regular rate, with the exception of jobs falling on weekends and holidays for which double time shall be paid.

Jobs shall be charged in 4.0 increments.

In the event a job is cancelled with less than two (2) hours notification to the Department by the contractor, the officer scheduled for such job shall receive a minimum of four (4) hours pay at the proscribed rate for the job.

### **Section 10 - Meal Allowance**

During emergency situations, or when an officer is ordered to work two (2) continuous shifts back-to-back, the officer shall be paid for meals while on overtime work, furnishing receipts, not more than the following:

Breakfast	\$4.50
Lunch	\$5.00
Supper	\$7.00

In order to qualify for a paid meal period, an employee must be on overtime duty as outlined above.

### **Section 11 – Mutual Aid Overtime System**

Private duty and patrol shift in East Hampton shall take precedence over any private duty job in a surrounding town.

No bargaining unit member shall be permitted to work a private duty job in a surrounding town if there is an open patrol shift or private duty job available and unfilled in the Town of East Hampton.

When a private duty job is available in a surrounding town and the conditions above have been met, it shall be first offered to a bargaining unit member on the overtime list for whom the shift would occur on his/her regularly scheduled day off.

## **ARTICLE XII** **HOLIDAYS**

### **Section 1 - Holidays**

The following days shall be considered holidays:

New Year's Day (January 1<sup>st</sup>)  
Martin Luther King Day  
President's Day

Independence Day (July 4<sup>th</sup>)  
Labor Day (1<sup>st</sup> Monday in September)  
Columbus Day

Good Friday (Friday before Easter)  
Easter Sunday  
Memorial Day

Veteran's Day  
Thanksgiving Day  
Christmas Day

### **Section 2 - Holiday Work Rate**

All holidays shall be credited on the observed day. Any employee working on a holiday shall receive the rate of time and one-half (1½) for the hours worked and shall, in addition, receive either eight and one-half (8½) straight time pay based on his/her hourly rate or an additional holiday credited at the employee's option as holiday compensatory time. In addition, members of the bargaining unit will receive double time for any overtime worked on the following four (4) holidays:

1. Christmas Day;
2. Thanksgiving Day;
3. Independence Day (4<sup>th</sup> of July); and
4. Easter Sunday

### **Section 3 - Unanticipated Holidays and Town Hall Closure**

In addition to the language set forth below, when any time off with pay may be allowed other East Hampton municipal employees as the result of an unanticipated holiday or day of mourning, the employees shall either be given extra time off or shall receive additional pay in lieu of such time off, at the employee's option.

In the event that Town Hall is closed due to inclement weather, road closures or power outages, and the Town authorizes time off with pay for all other Town employees, officers scheduled to work on such days (the twenty-four (24) hour calendar day that encompasses the closure) shall receive eight and one-half (8½) hours of "weather related leave time" (credited at straight time) to be used by June 30<sup>th</sup> of such contract year.

If the officer is unable to use the eight and one-half (8½) hours of weather-related leave time by the June 30<sup>th</sup> date, he will receive eight and one-half (8½) hours of straight time pay.

Employees requesting use of weather-related leave time must make such request in writing at least twenty-four (24) hours prior to the requested day off. Weather related leave time shall not be granted if it creates an overtime situation. The taking of weather-related leave time in less than eight and one-half (8½) hour increments shall not be allowed if it violates the minimum staffing during the mandated staffing hours.

### **Section 4 - Holiday Day Off Work Rate**

When any of the aforementioned holidays fall on an employee's scheduled day off or during his vacation, the employee shall receive, in addition to his regular compensation, an additional eight and one-half (8½) hours straight pay based on his hourly rate.

**Section 5 - Holiday Compensatory Time**

Notwithstanding any provision of this agreement or practice to the contrary, in the event a member of the bargaining unit selects holiday compensatory time in lieu of overtime payment at the time earned in accordance with Article XII, Section 2, a member of the bargaining unit may accumulate a maximum of eighty hours (80) hours of holiday compensatory time.

If a member of the bargaining unit selects holiday compensatory time in lieu of overtime payment at the time earned, such holiday compensatory time may not be paid at a later date as a cash disbursement; rather, holiday compensatory time may only be used as paid time off to be used on a later date.

**ARTICLE XIII**  
**VACATIONS**

**Section 1 - Vacation Schedule**

Upon completion of the enumerated years of service set forth below as of the employee's anniversary date in a bargaining unit position covered by this Agreement, the employee shall be entitled to annual paid vacation as follows:

<del>0 year to Less than</del> 1 year <del>of service</del>	0 vacation days
<del>1 year of completed service to 3 years of completed service</del> Upon completion of 1 year of service	10 vacation days
<del>4 years of completed service to 5 years of completed service</del> Upon completion of 4 years of service	12 vacation days
<del>6 years of completed service to 8 years of completed service</del> Upon completion of 6 years of service	15 vacation days
<del>9 years of completed service to 10 years of completed service</del> Upon completion of 9 years of service	17 vacation days
<del>11 years of completed service to 15 years of completed service</del> Upon completion of 11 years of service	20 vacation days
<del>Over 15 years of completed service</del> Upon completion of 15 years of service	25 vacation days

A lateral transfer **or a new hire with comparative certification** is eligible for five (5) vacation days during his/her first year of service with the Town in a bargaining unit position covered by this Agreement upon being a Post Certified Connecticut Police Officer. If the police officer leaves the Town's employment during his/her first year of service with the Town (regardless of



the reason), any paid vacation days taken by the officer will be deducted from his/her last paycheck.

### **Section 2 - Vacation Choice**

Vacation choice shall be made by seniority with each employee entitled to take two (2) weeks during the prime vacation time, June 1<sup>st</sup> through September 15<sup>th</sup>, subject to Section 1.

### **Section 3 - Requests**

All employees must submit requests for vacation time to the Scheduling Officer five (5) days in advance for approval. The Chief may, at its discretion, approve vacation time when said five (5) days advance notice is not given. Vacation time may be taken in no less than one-half (½) day increments at the employee's option.

### **Section 4 - Vacation Pay**

**Vacation pay, at the employee's option, may be paid in advance upon ten (10) days notice in writing to the Chief of Police. Employee's may cash out up to fifty-five (55) unused vacation days at the time of their retirement.**

### **Section 5 - Vacation Sick Leave**

In the event an employee on vacation is hospitalized, said days in the hospital shall be charged to sick leave and not vacation, provided he has accumulated sick time available.

### **Section 6 - Vacation Accumulation**

Employees shall be allowed to accumulate unused vacation leave from year to year to a maximum of thirty (30) days, with all days grandfathered that have been accumulated to the effective date of the new contract.

### **Section 7 - Personal Leave**

Each employee shall be granted four (4) personal leave days per fiscal year which may be used for personal business at the option of the employee. No employee shall accumulate more than four (4) personal leave days in a fiscal year. Notice for a personal day shall be given at least twelve (12) hours in advance to the Chief of Police or his agent; emergency situations will be dealt with on an individual basis. Personal leave days shall not be carried over from year to year and shall have no cash value.

### **Section 8 - Cancellation of Vacation**

In the event an employee requests paid time off (vacation, holiday, personal leave, compensatory time or holidays) not less than five (5) days in advance and permission is granted; the permission shall not be cancelled, except in the event of an emergency.

**ARTICLE XIV**  
**SICK LEAVE**

**Section 1 - Accumulation**

All employees of the bargaining unit shall be entitled to sick leave accumulated at the rate of fifteen (15) days per year prorated for each month of service. Such leave may be accumulated to a maximum of one hundred and eighty (180) days.

Such leave is to be used during illness or non-service-connected injury.

If an employee is out more than three (3) consecutive scheduled workdays, a note from the health care professional (i.e. – MD, PA or Minute Clinic) who treated the employee for the condition that caused the absences stating the reason ~~of~~ for the illness and fitness for duty may be required.

In cases of: (1) suspected abuse; or (2) a documented and sustained pattern of absenteeism, the Town may require a note from the health care professional who treated the employee for the condition that caused the absences stating the reason ~~of~~ for the illness and fitness for duty as proof of illness for each event.

**Section 2**

The following shall apply to sick leave redemption:

- A. An employee, upon resignation without prejudice, shall receive on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum.
- B. An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his unused, accumulated sick leave.
- C. Upon retirement (normal, early or disability retirement under the terms of the Town pension plan) or death of a regular, full-time employee, eighty percent (80%) of his unused, accrued sick leave shall be remitted on the basis of his current base rate of pay to the employee, or his estate, up to a maximum of ninety (90) days.

**Section 3**

All employees shall be ineligible for overtime assignment after any shift they are on sick leave for fifteen and one-half (15½) hour period.

**Section 4 - Use of Sick Leave**

Sick leave credited may be used for time off with pay for bona fide cases of incapacitating sickness or injury for the period of disability resulting from pregnancy or childbirth.

When the serious health condition (as defined by the FMLA) of a member of the employee's immediate family (spouse, child or parent) living in his household required his personal attendance, he may be granted up to maximum of forty (40) hours of his credited sick time to care for such family member, when supported by a doctor's certificate.

### **Section 5 - Family and Medical Leave**

The provisions of the Federal Family and Medical Leave Act (FMLA) shall apply to all eligible employees.

### **Section 6 - Sick Leave Incentive Day**

After completion of their initial probation period, for each calendar quarter in which an employee does not use any sick time such employee shall be eligible for an additional earned leave day, which shall have the same power and usage as a personal day. This earned leave day must be using during the following calendar quarter.

## **ARTICLE XV** **FUNERAL LEAVE**

### **Section 1 - Funeral Leave**

Each employee shall be granted leave with pay in the event of a death in his immediately family. Such leave shall ~~start the day of the death and include the day of burial,~~ not to exceed four (4) days ~~to be used within three (3) months of the date of death for attendance at the funeral and/or services for the deceased.~~ For purposes of this Agreement, immediate family ~~includes~~ shall be defined as:

Spouse	Sister	Grandparents
Mother	Brother	Mother-in-law
Father	Child	Father-in-law

### **Section 2 - Special Funeral Leave**

Special leave of two (2) days with additional leave ~~of up to one (1) additional day~~ (at the discretion of the Chief) ~~for an not to exceed aggregate of three (3) days to be used within three (3) months of the date of death for attendance at the funeral and/or services for the deceased for the purposes of attending the funeral~~ shall be granted an employee in the death of:

- Brother-in-law
- Sister-in-law
- Son-in-law
- Daughter-in-law

**Section 3 - Special Funeral Leave (continued)**

Special leave for one (1) day, at the discretion of the Chief, for the purposes of attending the funeral shall be granted an employee in the event of the death of:

Aunt  
Uncle

**Section 4 – Police Funeral Leave**

In the event that a sworn law enforcement officer, or corrections officer in the State of Connecticut is killed in the line of duty, except as set forth below, those employees requesting a one (1) day leave will be allowed for the purpose of attending the burial ceremony as a representative of the Town. Seniority shall prevail in requests. Employees will be provided Department transportation and will attend said ceremony in full uniform. This section will not cause overtime, or cause staffing levels to go below minimum. This section shall only apply to officers scheduled to work during the actual time of the funeral.

**ARTICLE XVI  
COURT DUTY**

**Section 1 – Court Scheduling**

The Chief of Police will, when possible, try to arrange with the Court that no member of the bargaining unit will be scheduled to appear during vacation leave.

**Section 2 – Rate of Pay**

Employees who may be required to attend Court during their off-duty hours shall receive a minimum of four (4) hours pay at one and one-half (1½) times their hourly rate. Any fee paid the employee by the State, shall be returned to the Town by the employee.

**Section 3 – Jury Duty**

In the event that an employee is duly summoned to any court for the purposes of performing jury duty, he shall receive his regular compensation while attending said jury duty and shall be exempted from his regular shift.

**ARTICLE XVII  
EDUCATION INCENTIVE**

**Section 1**

Effective after the first year of employment on the employee’s anniversary date, eight hundred dollars (\$800.00) shall be added to the employee’s yearly salary thereafter if he has earned a Masters’ Degree. Six hundred fifty dollars (\$650.00) shall be added to the employee’s yearly

salary thereafter if he has earned a B.A./B.S. degree. Four hundred fifty dollars (\$450.00) will be added to the employee's yearly salary thereafter if he has obtained an A.A./A.S. degree, as per the conditions stated above.

## **Section 2**

To qualify for the education incentive, the employee must have a degree in police science, police administration or criminal justice or any other law enforcement related degree. Such police science, police administration, criminal justice or law enforcement degree must be from a college or university accredited by a bona fide, recognized national or regional accrediting agency; provided, however, this provision shall not affect employees hired upon the effective date of the 2007-11 agreement, who have attained their degree or are enrolled in a course of study as described in this section.

## **Section 3**

Any police officer authorized in writing by the Chief of Police and approved by the Town Manager, may enroll in a law enforcement or related course in a police school or college. It shall be the duty of the employee to use all state and federal funds available for tuition, bonds, fees, and equipment in order to eliminate expenditures by the Town for this purpose. If neither state nor federal funds are available, the Town will reimburse the employee in an amount up to, but not to exceed fifty percent (50%) of tuition on a passing grade (C or better).

## **Section 4**

The Town reserves the right to develop a schedule or plan for tuition reimbursements. The Town also reserves the right to limit the number of courses taken in a given semester by such employee to permit budgeting for same.

# **ARTICLE XVIII UNIFORMS AND EQUIPMENT**

## **Section 1 – Issue and Allowance**

Uniforms and equipment as prescribed in the rules and regulations, as approved by the Chief, will be supplied by the Town to all new full-time police officers. The Town will allocate a maximum of six hundred fifty dollars (\$650.00) annually for the replacement of **work worn** or damaged uniforms or equipment. New hires will be provided with Class A uniforms. **Effective July 1, 2024, the allocation shall be a maximum of seven hundred fifty dollars (\$750.00), annually for the replacement of worn or damaged uniforms or equipment.**

The Chief, or his designated representative, shall determine when uniforms and equipment will be replaced. Any replacement expenses above the maximum figure allocated will be paid for by the officer.

## **Section 2 – Personal Property**

Authorized personal property required by the Town used in the line of duty will be replaced by the Town on the same basis as Article XVIII, Section 1.

**Section 3 – Change of Uniforms/Equipment**

Any change of style, type or color of uniform or attire or any change of equipment or accoutrements shall be paid by the Town.

**Section 4 – Cleaning Allowance**

Each employee shall be paid a quarterly cleaning allowance as listed below, payable at the end of each quarter.

\$200.00

**Section 5 – Damaged Equipment/Uniforms**

Notwithstanding Section 1, any uniforms or equipment damaged by carelessness or willful acts of the officer shall be paid for by the officer. Uniforms or equipment damaged or destroyed during the course of duty, through no fault of the officer, shall be replaced by the Town and shall not be charged to the officer’s clothing allowance.

**Section 6 – Eye Wear, Watches and Cellular Phones**

A watch, cellular phone, eyeglasses, sunglasses, or contact lenses damaged or destroyed during the course of duty through no fault of the officer, shall be replaced by reimbursement of actual value up the following maximums when a receipt is submitted (less any payments by Workers’ Compensation):

Watch	\$ 50.00
Eyeglasses	\$350.00
Contact Lenses	\$150.00
Non-Prescription sunglasses	\$ 30.00
Cellular Phone	\$150.00 (effective July 1, 2024 \$250.00)

**Section 7 – Protective Vests**

The Employer shall furnish all employees covered by this Agreement a protective vest normally used for police work, and two vest carriers. The Employer shall also replace those vests at no cost to the employee prior to expiration of the manufacturer’s suggested replacement date.

**ARTICLE XIX**  
**INSURANCE**

**Section 1 – Medical Plan**

The Town shall provide medical benefits, which includes medical, dental, prescription drugs, vision, etc., as set forth in Appendix D, attached hereto, and made a part of hereof to all regular full-time employees and their dependents.

The employees shall pay the following percent of the cost of the premium by automatic payroll deduction:

<u>YEAR</u>	<u>State of Connecticut Partnership Plan 2.0</u>
<b>2023-2024</b>	<b>13.5% (effective upon approval of this Agreement by the Town Council)</b>
<b>2024-2025</b>	<b>14%</b>
<b>2025-2026</b>	<b>14.5%</b>

**Section 2 – Medical (In Lieu of)**

Employees may voluntarily elect, in writing on a form to be provided by the Town, to waive the insurance coverages listed above, and in lieu thereof, shall receive an annual payment in accordance with the following:

**Number of Eligible employees who elect to waive**

	<u>3 or less</u>	<u>4</u>	<u>5 or more</u>
Single Waiver	\$625.00	\$875.00	\$1,125.00
Single Plus One Waiver	\$1,250.00	\$1,500.00	\$1,750.00
Family Waiver (including self)	\$1,875.00	\$2,125.00	\$2,375.00

Payments to those employees shall be made quarterly for the prior quarter.

If a change in the employee’s status prompts the employee to resume Town provided insurance coverage, the prior written waiver may, following written request to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.

In order to receive full payment, notice of intent to waive insurance coverage shall be sent to the Town Manager not later than May 1<sup>st</sup>, for a waiver to be effective July 1<sup>st</sup>; otherwise, the payment will be pro-rated based on the date the employee decides to exercise the waiver (insurance waiver payment covers the fiscal year).

Notwithstanding the above, life insurance shall continue to be provided to such employee who chooses to waive medical insurance coverage.

**Section 3 - Change of Carrier**

The Town reserves the right to change insurance providers, administrators and/or carriers (if applicable) cited in Section 1 as long as the benefits are substantially equal to, or better on an overall plan benefit basis than those offered above, with the consent of the Union which consent shall not unreasonably be withheld. Prior to changing providers, administrators and/or carriers, the Town will provide the Union with sixty (60) calendar days advance written notice of the change and a copy of the plan.

#### **Section 4 – Inoculations and Immunization**

If an employee, while carrying out his duties is exposed to a contagious disease, the Employer agrees to pay the expenses for inoculation and immunization for members of the officer's family and the officer. The Employer further agrees to reimburse any officer covered by one of the Employer's health plans, any co-pay amount required for inoculation/immunization required due to the exposure.

#### **Section 5 – Group Term Life Insurance**

Group term life insurance shall be one times (1x) annual salary rounded to the highest one thousand dollars (\$1,000.00) to a maximum of fifty thousand dollars (\$50,000.00).

### **ARTICLE XX WORKERS' COMPENSATION**

#### **Section 1 - Coverage**

Employees covered by this Agreement will come under the terms of the Workers' Compensation Act.

An employee who is out of work due to a workplace injury and the employee is receiving either: (a) weekly temporary total disability benefits ("TT"); or (b) weekly temporary partial disability benefits ("TP") (if the Town does not have work within the employee's light duty restrictions) the employee will receive the difference between his/her regular straight time weekly wages from the Town (based on his/her regular full-time forty (40) hour workweek) and his weekly TT/TP benefits for a period not to exceed an aggregate total of one hundred eighty (180) work days for such injury.

The one hundred eighty (180) workday period set forth above does not recommence if the injured officer returns to work from such injury (either on light duty or regular duty) and is then out of work again for the injury (either once or multiple times); rather, it is for a maximum total of one hundred eighty (180) workdays for the workplace injury.

An employee shall not be required to submit to the Town any specific permanency award received for the injury.



The parties understand and agree that the payment from the Town shall be subject to applicable state and federal taxes.

## **ARTICLE XXI** **RETIREMENT**

### **Section 1 - Town Retirement Plan**

The Town shall provide retirement benefits as set forth in Appendix B attached hereto and made a part of hereof.

### **Section 2 - Special Service Plan**

The Town and the Union agree that a ~~two dollar (\$2.00)~~ **five dollar (\$5.00)** per hour surcharge will be added to all special duty rates and such ~~two dollar (\$2.00)~~ **five dollar (\$5.00)** per hour will be contributed to a 457 Plan for special services for officers who work the specific special duty assignments. ~~Effective July 1, 2021, the surcharge will be four dollars (\$4.00) per hour.~~ **Effective July 1, 2022, the surcharge will be five dollars (\$5.00) per hour.** **Effective July 1, 2024, the surcharge will be six dollars (\$6.00) per hour.**

## **ARTICLE XXII** **SENIORITY**

### **Section 1 - Departmental Seniority**

Upon the successful completion of the employee's probationary period, seniority shall date back to the original date of hire as a full-time police officer of the Town. Seniority shall consist of total continuous service within the Department.

### **Section 2 - Classification Seniority**

Classification seniority is the period of most recent continuous service within an employee's classification. Employees shall not attain classification seniority until completion of the necessary probation period at which time classification seniority shall date back to date of appointment.

### **Section 3 - Ties in Seniority**

Ties in seniority among existing employees shall be broken immediately following the execution of this Agreement. When two (2) or more employees are appointed on the same day in the same classification the order of precedence shall be determined by the order of relative position on the eligibility list from which said employees were appointed.

### **Section 4 - Forfeiture of Seniority**

Seniority shall not continue to accumulate while an employee is on leave of absence. If an employee resigns or is discharged for just cause, he shall lose all seniority.

#### **Section 5 - Seniority Considerations**

Seniority shall prevail with regard to vacation scheduling, posts and jobs, layoff and recall.

#### **Section 6 - Special Assignments**

Stakeouts, special criminal investigations and internal investigations or administrative assignments which remain at the discretion of the Chief of Police, or his designee, are not subject to the overtime selection process where such assignments require specialized training.

Assignments under this section that do not require any specialized training or that are not continuations of an officer's assignment outside his/her shift as determined by the Chief (e.g., investigation, stakeout) will be considered regular overtime as appropriate and follow overtime selection procedures. Assignments to cover for officers on sick leave, vacation leave, or personal day leave will follow overtime selection procedures.

#### **Section 7 - Probationary Employees**

No employee shall attain seniority rights under this Agreement until he has completed the minimum basic training pursuant to Section 7-294e of the General Statutes of Connecticut and completed the probationary period. During probation neither the Union nor the employee shall have recourse to the grievance and arbitration provision of this Agreement.

#### **Section 8 - Recall**

If following a lay-off the employee fails or refuses to notify the Department of his intention to return to work within fourteen (14) calendar days from the date written notice of recall is sent, by certified mail, to his last known address on record with the Department or, having notified the Department of his intent to return to work, fails to report for duty on or before said fourteenth (14<sup>th</sup>) day or the date the position becomes available, which is later, the employee shall lose all seniority rights. Laid-off employees have rights or recall for two (2) years from the effective date of their layoff.

### **ARTICLE XXIII TRAINING**

#### **Section 1 - In-Service Training**

The Employer shall make every effort to provide an ongoing program of in-service training for all officers, designed to maintain a high standard of performance and to increase the skills of all officers. Attendance at training sessions may be ordered by the Chief. Decisions by the Chief on employee requests for training should be based on: the effect of the employee's absence, the

relationship of the training to the officer's duties, the employee's professional development, and method of financing attendance.

### **Section 2 - Voluntary Training**

Nothing in this Agreement shall prohibit an employee from requesting to attend training on his own time at no expense to the Employer, with the permission of the Chief of Police, which shall not be unreasonably withheld.

### **Section 3 - Training Assignments**

Training seminars/schools which the Department anticipates assigning personnel to shall be posted for one week thus allowing those interested in participating to sign up for the specific seminar/school.

Assignments remain at the discretion of the Chief of Police who shall give due consideration to seniority in the assignment process.

### **Section 4 - Certifications**

The Employer shall ensure that all officers retain their police officer certifications and shall pay any costs associated with the maintaining of this certification.

### **Section 5 - Staff Meetings**

Supervisors attending staff meetings during their off-duty hours shall not be paid according to the overtime provisions of this Agreement but shall receive a minimum of two (2) hours of straight time pay for the meeting. Any time beyond the two (2) hours shall continue to be straight time.

## **ARTICLE XXIV GENERAL PROVISIONS**

### **Section 1 - Use of Private Vehicle**

Employees using their own automobile for official business connected with the East Hampton Police Department will be paid at the per mile rate as set by the IRS when authorized by the Chief. Employees using such vehicle shall furnish proof of liability insurance of the vehicle adequate to meet the requirements established by the Connecticut General Statutes.

### **Section 2 - Leave of Absence**

The Chief, with the approval of the Town Manager, may grant an officer a leave of absence, without pay, for a maximum of sixty (60) days, provided such officer shall not engage in any police or law enforcement type of work during such leave; at the expiration of such leave, he

shall be returned to his last previous employment status. Such requests must be submitted in writing to the Chief of Police. Extensions may be granted.

### **Section 3 - Safety Rules and Regulations**

All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the shift officer or the Chief of Police. The Employer shall not require employees to operate vehicles that violate minimum standards as established by the Department of Motor Vehicles or OSHA. In the event of any dispute as to the safety of a vehicle under this section, an employee shall initially follow all orders and directives of his superiors as to the use of such vehicle and may thereafter file a grievance for violation of this section.

### **Section 4 - Prohibited Duties**

Employee shall not be permitted to perform the following duties:

1. Shovel Snow
2. Hand Wash Vehicles

Employees shall clean out, gas up and check oil of vehicles at the end of their shift.

### **Section 5 - Military Leave**

Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence during the time of his annual tour of duty as a member of such reserve component. The Town will pay the employee the difference between his military pay and his regular pay. Regular pay shall not include any overtime.

### **Section 6 - Vehicle Accidents**

In case of an accident involving a driver of a patrol vehicle, the driver shall not be relieved of duty, sent home or any action taken against him in the absence of the Chief, unless the driver is in violation of Department rules and regulations or until a complete investigation has been made by the Chief and he has actually been found at fault.

### **Section 7 - Residency**

The Town agrees that it shall make no requirement in regard to residency for employees while this Agreement is in effect.

### **Section 8 - Unsafe Practices**

The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work.

### **Section 9 - Personnel Files**

All employees shall have the right to review their personnel files upon reasonable request to the Chief and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request.

### **Section 10 - Contents of Personnel Files**

Employees shall receive a copy of all communications that are to be entered into their personnel files and shall be afforded the opportunity to initial such communications prior to entry. Any communication that is in the nature of a complaint, charge or allegation, for which the Department elected to take no official action, shall be removed from the personnel file. Regardless of removal of any communication these materials shall be made available for any court purposes, to any counsel or representative of the Town who needs to look at them for civil rights matters, to any counsel or other appropriate authority upon disclosure requests that must be honored by the Town in other lawsuits, to any proper request under the Freedom of Information Act, and shall be made available pursuant to any other lawful request the Town must honor. The material shall be available to any insurer, or representative thereof, who may need to look at them for insurance purposes.

### **Section 11 - Boat Patrol**

Qualified bargaining Union members shall be given priority in making assignments to the boat detail. If qualified bargaining unit members are not available, seasonal Lake Patrol Constables shall be given the opportunity to fill the assignment. Officers may “bump” a seasonal Lake Patrol Constable with a twelve (12) hour notice.

### **Section 12 - Pay Day**

The Town agrees that the regular payday is on Thursday.

All bargaining unit employees shall be paid by direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit.

Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

Direct deposit shall be made by noon on Thursday of the applicable pay period. Any change in this schedule shall only be made upon mutual agreement between the Town and the Union. Paychecks will be issued on a biweekly schedule.

**Additionally, all employees shall receive pay stubs, W-2, 1095 and federal and state wage reporting forms and information issued by the Town electronically.**

### **Section 13 – ~~Wellness Stipend~~ Workout Room**

~~On or about July 1, 2020, bargaining unit members shall receive a stipend of two hundred fifty dollars (\$250.00) toward membership at a fitness center in the Town of East Hampton. Effective July 1, 2021, bargaining unit members shall no longer receive the aforementioned stipend, provided that by such date a workout room in the police department is established and equipped with equipment. The Town agrees to continue to maintain the current workout room in the police department that. All equipment contained within in the workout room will be maintained by the Town. The workout room shall be no smaller than the area within the police department under consideration as of July 1, 2020.~~

## **ARTICLE XXV DISCIPLINARY ACTION**

### **Section 1 - Just Cause**

No officer who has completed his/her probationary period shall be disciplined (verbal warning memorialized in writing, written warning, suspended without pay or discharged) without just cause.

### **Section 2 - Disciplinary Hearing**

An employee suspended or removed from duty by the:

- A. Chief or his agent shall be notified in writing no less than forty-eight (48) hours prior to a preliminary hearing regarding the suspension.
- ~~B. In cases where a citizen complaint or actions are not initiated within sixty (60) days of occurrence, alleged infractions or incident such complaint or action shall be viewed as a diminishing situation. This section shall not apply to complaints or actions of an extremely serious nature.~~
- B.** At said preliminary hearing, which shall be closed to the public, said employee shall be advised of the reason(s) for the disciplinary action taken or intended disciplinary action to be taken by the Chief or his agent.

### **Section 3 - Union Activity**

No permanent officer shall be suspended, discharged or penalized solely because of lawful activity on behalf of, and authorized by, the Union.

### **Section 4 - Officer Indemnification**

In the event that an officer is named a defendant in a civil action claiming damages for false arrest, imprisonment, injuries, or death occurring during the performance of his official duties and within the scope of his employment and not resulting from his willful, wanton or unauthorized act, the Town shall provide legal counsel to defend such lawsuit and shall pay any

final judgment obtained therein against such officer. The Town shall not pay for any personally retained counsel. Additionally, the Employer shall pay any bonds required to clear an officer's assets.

### **Section 5 - Settlement of Suits**

In the event of a settlement of any civil suit involving an officer, the Employer shall provide the officer with a copy of any release obtained.

## **ARTICLE XXVI** **GRIEVANCE PROCEDURE**

### **Section 1 - Purpose**

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practicable, so as to insure efficiency and employee morale.

### **Section 2 - Definition**

A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with the specific violation of Department rules and regulations pertaining to mandatory subjects of collective bargaining or the misapplication or misinterpretation of specific terms of the articles and sections of this Agreement.

**For purposes of this Article, days shall be defined as working days, excluding Saturdays, Sundays and holidays.**

### **Section 3 - Procedure**

Any employee may use **this the** grievance procedure **up to Step 1** with or without Union assistance. ~~Should an employee process a grievance through the first step provided herein prior to seeking Union aid, the Union may at its discretion, process the grievance anew from the first step.~~ No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

#### **Step 1**

Any employee or the Union ~~with a grievance shall~~ within fifteen (15) ~~calendar~~ days ~~of from~~ the occurrence **that is the basis of the grievance or within fifteen (15) days from when the employee or the Union knew or should have known of the occurrence (whichever is sooner) same shall** reduce the grievance to writing and submit it to the Chief of Police or his designee who shall use his best efforts to settle the dispute. The Chief's or his designee's decisions shall be submitted in writing to the ~~aggrieved~~ employee and the Union within fifteen (15) ~~working~~ days ~~excluding Saturday, Sunday and holidays~~ of the receipt of the grievance, excluding ~~Saturday, Sunday, holidays, and~~ any days the Chief is on vacation or sick leave.

## Step 2

If the ~~complainant and/or the~~ Union ~~are is~~ not satisfied with the decision rendered by the Chief of Police or his designee the ~~employee or his representative~~ Union ~~shall may~~ submit the grievance in writing within fifteen (15) ~~working~~ days ~~excluding Saturday, Sunday, and holidays~~ to the Town Manager. Within fifteen (15) ~~working~~ days ~~excluding Saturday, Sunday, and holidays~~ after receiving ~~such the~~ grievance, the Town Manager shall render his decision in writing to the ~~aggrieved and his representative~~ Union and the employee.

## Step 3

If the ~~complainant and/or the~~ Union is not satisfied with the decision rendered by the Town Manager and ~~select elects~~ further processing, it may within fifteen (15) ~~working~~ days ~~excluding Saturday, Sunday and holidays~~ after receipt of this reply, proceed to file ~~a the~~ grievance with the Connecticut State Board of Mediation ~~and Arbitration~~. The decision rendered by the arbitrator or arbitrators shall be final and binding upon ~~both the~~ parties and it shall be implemented within fifteen (15) ~~calendar~~ days of receipt of ~~same that the decision~~. The decision ~~of the arbitrator or arbitrators, if applicable,~~ shall not ~~end or~~ alter this Agreement in any manner. Neither party waives its rights to ~~legal~~ appeal ~~the decision~~ under the Connecticut General Statutes.

## Section 4 - Meetings on Grievances

Nothing in this Article shall prohibit the parties from mutually arranging informal meeting at any step of the grievance procedures.

## Step 5 - Recording of Minutes or Testimony

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure, provided that any costs incurred through the use of a public stenographer recording device shall be borne by the party employing same.

## Section 6 - Police Union as Complainant

The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

## Section 7 - Responses

If a grievance is not submitted within the prescribed time limit as herein stated, it shall be deemed settled. If the Town fails to render its decision on a grievance within the time limits specified, such grievance shall be processed to the next step.

## ARTICLE XXVII DETECTIVE POSITION



## **Section 1**

The Chief may, at his or her discretion, create and fill a detective position within the bargaining unit. Such position shall be filled for a limited period, shall not be deemed a promotion, and may not be filled at times. Notwithstanding other provisions of this Agreement to the contrary, the following terms and conditions shall apply to the detective position:

## **Section 2**

Appointment to the position of detective shall be governed by the following:

- A. The normal work week of the detective shall be Monday through Friday. The normal work hours for the detective shall be forty (40) hours per work week with the schedule of the hours determined by agreement between the Chief and the detective, provided a detective's hours and weekly schedule may be changed at the Chief's directive. All hours worked outside the normal eight (8) hour day or forty (40) week of the detectives must be approved by the Chief and shall be paid at time and one-half (1½). Call-out for case investigations must be approved by the Chief. Except in the case of emergency as determined by the Chief, all holidays shall be time off and shall be paid at the regular rate.
- B. The applicant must have at least five (5) years experience as an East Hampton police officer, excluding time spent in P.O.S.T. and time as a certified officer in another municipality or other law enforcement agency.
- C. The applicant must be below the rank of Sergeant and submit a letter of interest and resume.
- D. The successful candidate must not have held the position of detective within two years previous to the posting unless no other qualified candidate had applied.
- E. In filling the position, the Chief shall consider performance, input, if requested, from the applicant's supervisor and seniority.
- F. Assignment to the detective position shall be rotated through officers in the department, and no officer will be reassigned to the position until all officers in the department below the rank of Sergeant have held the assignment or have refused the assignment, unless a potential or actual applicant's performance is deemed by the Chief to have disqualified him or her from the position. The Chief, at his or her sole discretion, may deem a refusal to accept an appointment as disqualifying the officer from the current list of rotating officers.

## **Section 3**

Officers will be appointed to the position on a voluntary basis except in the cases of temporary need or emergency. Each detective assignment shall be for a period of two to four years. The

officer assigned to the position will be subject to a probationary period of sixty (60) days. Should the officer not pass the probationary period, he or she will be returned to his or her former position, and a decision of the Chief to take such action shall not be subject to the grievance procedure or binding arbitration under Article XXVII of this Agreement, the officer assigned to the position may opt out of the assignment with at least thirty (30) days notice to the Chief, but the initial assignment shall be deemed an appointment within the rotation. The Chief may waive this notice require and the disqualification from the rotation at his or her sole discretion.

#### **Section 4**

- A. The normal work hours of the detective shall be one of the following two schedules alternated on a bi-weekly basis: (i) 9:00 a.m. to 5:00 p.m. Monday through Friday, and (ii) 12:00 p.m. to 8:00 p.m. Monday through Friday. However, such hours and weekly schedule may be changed at the Chief's directive or with his or her approval in unusual circumstances or to suit specific cases under investigation. All hours worked outside the normal eight (8) hour day or forty (40) week of the detectives must be approved by the Chief and shall be paid at time and one-half (1½). Call-out for case investigations must be approved by the Chief. Except in the case of emergency as determined by the Chief, all holidays shall be time off and shall be paid at the regular rate.
- B. The detective will be eligible for overtime work falling outside his or her shift in accordance with the terms of this agreement. When the detective works overtime on regular officer work, the detective pay differential shall not apply.

#### **Section 5**

An officer assigned to the detective position shall continue to accrue seniority in his or her former position, and such seniority shall be considered for the purposes of all contractual benefits related to seniority such as promotion and vacation schedule.

#### **Section 6**

An appointment to the detective position shall not be considered for the purposes of fulfilling the minimum staffing requirements of this Agreement.

#### **Section 7**

An officer assigned to the detective position shall receive an hourly differential of one dollar (\$1.00) above his or her applicable rate. In addition to the uniform and cleaning allowance provided in this Agreement, each officer appointed to the position of detective, except an officer appointed to a consecutive term, shall receive a one-time clothing allowance of six hundred dollars (\$600.00) for the purchase of appropriate civilian clothing as approved by the Chief.

### **ARTICLE XXVIII DURATION**

This contract shall be effective July 1, **2020 2023** and shall remain in full force and effect through June 30, **2023 2026**.

**FOR THE TOWN OF EAST HAMPTON  
BY THE TOWN COUNCIL**

**EAST HAMPTON POLICE UNION,  
LOCAL #2407, COUNCIL 4, AFSCME,  
AFL-CIO**

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**APPENDIX A – WAGES**

<b><u>PATROL</u></b>	<b><u>3.0%</u></b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b><u>2023-2024 (retroactive)</u></b>	<b><u>Hourly</u></b>	<b><u>\$32.8684</u></b>	<b><u>\$33.3224</u></b>	<b><u>\$33.5853</u></b>	<b><u>\$35.4372</u></b>	<b><u>\$38.2808</u></b>	<b><u>\$41.4111</u></b>
	<b><u>Yearly</u></b>	<b><u>\$68,366.34</u></b>	<b><u>\$69,310.69</u></b>	<b><u>\$69,857.43</u></b>	<b><u>\$73,709.41</u></b>	<b><u>\$79,624.05</u></b>	<b><u>\$86,135.13</u></b>
<b><u>PATROL</u></b>	<b><u>3.0%</u></b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b><u>2024-2025</u></b>	<b><u>Hourly</u></b>	<b><u>\$33.8545</u></b>	<b><u>\$34.3221</u></b>	<b><u>\$34.5929</u></b>	<b><u>\$36.5003</u></b>	<b><u>\$39.4292</u></b>	<b><u>\$42.6535</u></b>
	<b><u>Yearly</u></b>	<b><u>\$70,417.33</u></b>	<b><u>\$71,390.01</u></b>	<b><u>\$71,953.16</u></b>	<b><u>\$75,920.69</u></b>	<b><u>\$82,012.77</u></b>	<b><u>\$88,719.18</u></b>
<b><u>PATROL</u></b>	<b><u>3.0%</u></b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b><u>2025-2026</u></b>	<b><u>Hourly</u></b>	<b><u>\$34.8701</u></b>	<b><u>\$35.3518</u></b>	<b><u>\$35.6306</u></b>	<b><u>\$37.5953</u></b>	<b><u>\$40.6121</u></b>	<b><u>\$43.9331</u></b>
	<b><u>Yearly</u></b>	<b><u>\$72,529.85</u></b>	<b><u>\$73,531.71</u></b>	<b><u>\$74,111.75</u></b>	<b><u>\$78,198.31</u></b>	<b><u>\$84,473.15</u></b>	<b><u>\$91,380.76</u></b>

<b>SERGEANT</b>		<b>Start</b>	<b>6 Months</b>	<b>Upon Completion of 5 years as a Sergeant</b>
<b>2023-2024 (retroactive)</b>	<b>Hourly</b>	<b>\$43.3945</b>	<b>\$44.7685</b>	<b>\$46.5726</b>
	<b>Yearly</b>	<b>\$90,260.47</b>	<b>\$93,118.39</b>	<b>\$96,870.95</b>
<b>SERGEANT</b>		<b>Start</b>	<b>6 Months</b>	<b>Upon Completion of 5 years as a Sergeant</b>
<b>2024-2025</b>	<b>Hourly</b>	<b>\$44.6963</b>	<b>\$46.1115</b>	<b>\$47.9698</b>
	<b>Yearly</b>	<b>\$92,968.28</b>	<b>\$95,911.94</b>	<b>\$99,777.08</b>
<b>SERGEANT</b>		<b>Start</b>	<b>6 Months</b>	<b>Upon Completion of 5 years as a Sergeant</b>
<b>2025-2026</b>	<b>Hourly</b>	<b>\$46.0372</b>	<b>\$47.4949</b>	<b>\$49.4088</b>
	<b>Yearly</b>	<b>\$95,757.33</b>	<b>\$98,789.30</b>	<b>\$102,770.40</b>

**A PATROL OFFICER ASSIGNED TO THE DETECTIVE POSITION SHALL RECEIVE A ONE DOLLAR (\$1.00) PER HOUR INCREASE DURING WORK AS A DETECTIVE.**

**APPENDIX A - CONTINUED**

**LONGEVITY PAY**

Longevity Pay, as noted in this Appendix, will be paid annually, after the employee meets the service requirement:

5 Years of Service (less than 10)	\$350.00
10 Years of Service (less than 15)	\$500.00
15 years of Service (less than 20)	\$650.00
20 Years of Service (less than 25)	\$800.00
25 Years of Service	\$950.00

Employees hired on or after March 1, 2014 shall not be eligible for longevity pay.

## APPENDIX B

### Town of East Hampton Retirement Income Plan Plan Highlights Police

This is a summary of the major features of the Plan and reflects all amendments as of **January 1, 1998-June 27, 2023**:

#### Definitions:

**Earnings:** Compensation reported was wages for federal income tax purposes (excluding private duty for bargaining unit employees hired on or after July 1, 2017), subject to IRS compensation limit.

**Final Earnings:** Highest average **W-2** earnings (excluding private duty for bargaining unit employees hired on or after July 1, 2017), **on any five (5) consecutive January 1's based on sixty (60) consecutive twelve (12) months** during the last ten (10) years before **the specific date of** retirement or termination of employment.

**Service:** All years of employment with the Town from date of hire to date of retirement, termination or death. Measured in whole years and full months.

**Credited Service:** All years of Service as a plan participant making contributions. Credited Services is measured in whole years and full months.

**Normal Form of Annuity:** Single - Modified Cash Refund Equivalent of a life annuity with a guaranteed return of your contributions.  
Married - 50% Joint & Survivor.

**Optional Forms of Annuity:** Contingent Annuity Option provides for reduced payments over your lifetime. Upon your death, 100%, 66 2/3% or 50% of your monthly benefit may be paid to your beneficiary.

10 Year Certain & Life Option provides for reduced payments over your lifetime. If your death occurs within the first 10 years of your retirement date, payments in the same amount will continue to your beneficiary for the balance of the 10-year period only. Should your death occur after the 10 years following retirement, no further dates are due.

**Normal Retirement Date:** For officers hired prior to July 1, 2017, the earlier of age 55 with 10 years of service or the completion of 20 years of service. For officers hired on or after July 1, 2017, the earlier of age 55 with 10

years of service or the completion of 25 years of service. Prior to 7/1/1991, the service requirement was 25 years.

**Pension Benefits**

- Eligibility: Making periodic employee contributions to the plan.
- Benefit Formula: 2.5% of average earnings multiplied by years of credited service.
- Early Retirement Eligibility: Age 55 with 10 years of service.
- Early Retirement Benefit: Benefit accrued to date of retirement or termination, reduced by 7.2% per year for the first 5 years early and 3.6% per year for the remaining years.
- Vesting Schedule: Retirement benefits are 50% vested after 5 years, with 10% increase for each year thereafter to a maximum of 100% with 10 years. Benefits are 100% vested at Normal Retirement.
- Termination with Vested Rights: Participants who are at least 50% vested and withdraw their employee contributions at termination retain a portion of their Employer provided benefit reduced to reflect the employee's contribution withdrawal.

**Supplemental Benefits:**

- Pre-retirement Death Benefit Eligibility: Death while an active employee.
- Benefit Formula: The present value of 50% of the retirement benefit accrued to date of death, payable as a lump sum or monthly annuity.
- Disability Benefit Eligibility: Permanent and total disability of an active participant after the completion of ten years of service.
- Benefit Formula: Retirement benefit accrued to date of disability. If disability is deemed job related, the benefit is minimized at 50% of current pay at the date of disability.
- Employee Contributions Amount: **6.0% of earnings for the 2020-2021 contract year.**  
**7.0% of earnings for the 2021-2022 contract year.**  
8.0% of earnings for **the 2022-2023** each contract year **of this Agreement.**



Bargaining unit employees hired on or after July 1, 2017 shall contribute ~~8% of earnings through June 30, 2021. Effective July 1, 2021, the contribution shall be 9.0% of earnings for the 2021-2022 contract year. Effective July 1, 2021, the contribution shall be~~ 10.0% of earnings for ~~the 2022-2023~~ each contract year **of this Agreement.**

Interest Credited: 5% per annum

Death Benefit: Single-Preretirement: Refund of employee contributions with interest to date of termination or death.

Married: Pre-retirement: 50% of Joint & Survivor coverage.

Post Retirement: Excess of participant contributions with interest over annuity payments received to date of death, unless another form of benefit becomes payable to the beneficiary based on the form of annuity elected at the time of retirement.

**APPENDIX C**  
**EAST HAMPTON POLICE DEPARTMENT**  
**DRUG and ALCOHOL-FREE WORKPLACE POLICY**

**PURPOSE**

As a part of its commitment to safeguard the health and safety of its employees and the residents of the Town of East Hampton (the “Town”), and to promote a drug-free working environment, the Town, the Police Chief and the members of the East Hampton Police Union, Local #2407, Council 4 AFSCME, AFL-CIO have agreed to establish this policy relating to the illegal use of drugs and/or being under the influence of drugs or alcohol while on duty by Town uniformed employees. This program is intended to as closely as possible follow the Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, which shall be a guideline for this policy. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of services provided.

**SCOPE**

All uniformed Police personnel, permanent or probationary employees, including the Police Chief, employed by the Town are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Any employee in doubt of the procedures applicable to his/her situation may contact the Director of Human Resources for clarification.

**POLICY**

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

**DEFINITIONS**

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

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

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

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

**East Hampton Police Department Motor Vehicle:** A motor vehicle or combination of motor vehicles in commerce to transport East Hampton Police Department employees. Such motor vehicles shall include Police Department vehicles, vehicles from other Town departments, leased and/or rented vehicles operated by Town uniformed employees to transport East Hampton Police Department employees.

**Confirmation Test:** In drug testing, a second analytical procedure, performed in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, used specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. In alcohol testing, a second test following a screening test with a result of .04 or greater that provides quantitative date of alcohol concentration.

**Covered Employees:** All uniformed, permanent or probationary employees, including the Police Chief, employed in the East Hampton Police Department.

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

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

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

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

**Safety Sensitive Function:** Any function that affects the safety of employees and the safe operation of East Hampton Police Department motor vehicles including but not limited to the following:

- Any time that an East Hampton Police Department employee is on duty.

**Screening Test:**

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

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

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

**Drug Free Workplace Dissemination**

- A. The Town will provide a general one-time notice to all East Hampton Police Department employees notifying them that this policy applies to all uniformed Police personnel, permanent or probationary employees, including the Police Chief, employed by the Town and that the Town prohibits its employees covered by this policy from illegally or improperly using, possessing, selling, manufacturing, or distributing drugs on its’ property, or while its employees are at work; that it is against Town policy to report to work or to work under the influence of drugs or alcohol; and that it is a condition of employment to refrain from illegally using drugs, or alcohol on the job, or abusing legal drugs on or off the job such that it affects their performance, and that a drug testing program is being implemented. No less than one hundred twenty (120) days will elapse between the notice and any employee drug testing implemented pursuant to this policy.
- B. Prior to implementation and testing either East Hampton Police Department employees or applicants for Department positions, such individuals will be given a copy of this policy, a summary of the drugs which may alter or affect a drug test, a list of local employee assistance programs and a list of local alcohol and drug rehabilitation programs. All East Hampton Police Department employees who are covered by this policy will attend training which is mutually accepted by the Union and the Town with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and

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

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

## **PROHIBITED CONDUCT ON DUTY PROGRESSIVE ACTION FOR VIOLATIONS**

- 1) Discipline in accordance with the "progressive action for violations" section of this policy can be imposed only for the illegal use of or being under the influence of controlled substances or alcohol while on-duty.
- 2) A blood alcohol level of .04 or greater is prohibited during the performance of any safety sensitive function. An employee with a test result showing a blood alcohol level less than .04 will not be considered in violation of this policy for disciplinary reasons.
- 3) The performance of any safety sensitive function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely drive an East Hampton Police Department vehicle or perform the employee's duties.
- 4) Refusal to submit to a drug or alcohol test, administered in strict compliance with this policy is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following:
  - a. An adequate and complete sampling, except in medically documented cases of "shy bladder syndrome."
  - b. Assistance in completing the required documentation for chain of custody.
  - c. Marking and sealing the specimen.
- 5) It is a violation of this policy to report to work under the influence of alcohol. Discipline, in accordance with the "progressive action for violations" section of this policy, can only be imposed if the employee actually reports for duty with a blood alcohol level of .04 or greater.

## **EMPLOYEES SUBJECT TO TESTING & TYPES OF SUBSTANCES**

All uniformed, permanent or probationary employees, including the Chief employed in the East Hampton Police Department will be subject to this Drug and Alcohol-Free Workplace Policy.

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

- 1) Marijuana
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates
- 5) Phencyclidine (PCP)

## **TESTING**

### **1) Pre-employment Testing:**

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

### **2) Reasonable Suspicion Testing:**

- A. When “reasonable suspicion” is determined indicating that an employee is using and/or under the influence of drugs or alcohol, the employee will be tested pursuant to procedures set forth in this policy. “Reasonable suspicion” of using and/or being under the influence of drugs or alcohol will be based on specific, contemporaneous, articulable and objective facts such as, behavior, speech or body odors.
- B. An employee tested under “reasonable suspicion” shall be placed on paid administrative leave until such time as the MRO determines the result of the test. In the event the test is negative, the employee shall be made whole for any monetary loss.
- C. Circumstances which constitute a basis for determining reasonable suspicion are one (1) or more of the following:
  - 1 Direct observation of controlled substance and/or alcohol use;
  - 2 The employee’s body shows evidence of controlled substance use (e.g., track marks);
  - 3 The employee is found to be in possession of a controlled substance or alcohol while on duty;
  - 4 Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
  - 5 An unusual or suspicious pattern of sick leave usage;
  - 6 Information which is provided by a reliable and credible source;
  - 7 The presence of symptoms of controlled substance or alcohol use (e.g., odor of alcoholic beverage, glassy or blood shot eyes, slurred speech, poor coordination and/or reflexes, etc.

8 The occurrence of repeated, multiple on-the-job accidents or injuries.

- D. The required observations for alcohol and/or controlled substance reasonable suspicion testing shall immediately be reported to or made by a supervisor who is trained in the detection of alcohol and/or controlled substance use.
- E. The supervisor shall report the basis for his/her reasonable suspicion in writing to the Police Chief. The Police Chief shall decide whether to direct the employee to testing. All supervisors initiating reasonable suspicion testing will be required to detail in writing the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee.
- F. If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he/she shall immediately notify the individual's superior officer in the chain of command. The employee believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

### **3) Post Motor Vehicle Accident Testing:**

- A. The operator may be tested for controlled substances, illegal drugs and/or alcohol if the employee was involved in an accident while performing a safety sensitive function with respect to that vehicle (including any accident at the Police station). All testing under this subsection shall be done in accordance with applicable DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations, as determined by the investigating police officer/State Trooper. In the event that DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations do not apply to an accident involving the employee, the employee may be tested if there is reasonable suspicion that the employee is under the influence of and/or using drugs or alcohol, as set forth under Section 2 herein.
- B. Any bargaining unit employee who is subject to post accident testing shall remain on administrative leave and be paid until he returns to the Police station, except in the event that the employee is admitted to the hospital (beyond admission to the emergency room). Under such circumstances, the employee shall be paid through the end of his/her shift.

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

### **4) Return to Duty Testing:**

- A. Before an employee who has violated this policy concerning alcohol returns to duty requiring the performance of a safety sensitive function, the employee shall undergo

a return to duty alcohol test with a result indicating a blood alcohol level of less than .04. The bargaining unit employee shall be paid from the time the employee leaves for the drug test until the test is administered.

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

## **5) Random Drug Testing**

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

## **PROGRESSIVE ACTION FOR VIOLATIONS**

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

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant (“EAP consultant”) selected and paid for through the employee’s health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee’s continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6)



times within the first twelve (12) months and four (4) times within the next twelve (12) months.

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

In the event that an employee's alcohol test contains a blood alcohol level of .04 to .079, the following procedure will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

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

- On the first occasion, the employee shall receive a three (3) day suspension from work without pay and shall commence a rehabilitation program under the supervision of a

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

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

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

In order to encourage successful rehabilitation, whenever an employee successfully completes: (1) the recommended rehabilitation program; (2) the follow-up testing; and (3) has no further incidents for a period of thirty (30) months from the date of the last positive test, the record of the incident shall be removed from the employee’s personnel file and placed in his/her medical file and shall not be used as part of any subsequent discipline.

## **VOLUNTARY DISCLOSURES**

The Town of East Hampton believes that successful rehabilitation depends on an employee’s willingness to rehabilitate and the admission that a problem exists. Therefore, the Town will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. Any employee who voluntarily discloses that he has a problem with drug or

alcohol dependency and seeks assistance, will not be disciplined and will be afforded an opportunity to utilize his/her accrued sick time to achieve his/her goal of rehabilitation.

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

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

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

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

Upon reinstatement, an employee with previous drug and/or alcohol dependency shall submit to drug and alcohol testing bi-monthly for the first twelve (12) months and quarterly for the next twelve (12) months. The employee must submit to drug and alcohol testing at the time stated in the notice. Failure to do so shall be deemed evidence of the use of an illegal drug or alcohol. A positive test (within two (2) years) after reinstatement is just cause for discharge and shall result in the employee's discharge.

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

## **ALCOHOL & DRUG TESTING PROCEDURES**

- 1) Alcohol testing will be performed by using Evidential Breath Testing (hereafter EBT) devices approved by the NHTSA. The test will be conducted by a Breath Alcohol Technician (hereafter BAT). Two (2) breath tests will be required to determine if a person has a prohibited alcohol concentration. If the first test result is less than .04 the test will be considered negative. If the test shows an alcohol concentration of .04 or

greater, a second confirmation test will be conducted. The second test result will determine what action if any need be taken.

- 2) In order to ensure that an EBT is working properly, the BAT will run an air blank test which shows a reading of zero before a test is performed. A fifteen (15) minute waiting period is required between the screening and confirmation test. The BAT will run an air blank test which shows a reading of zero before the confirmation test is performed.
- 3) Drug testing will be performed by providing a urine sample at a site to be determined by both parties and meets the requirements of the DOT 49CFR part 40 and The Department of Health and Human Services.
- 4) Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those laboratories certified by the federal government, and the Department of Health and Human Services and that have these procedures in place will be used.
- 5) All personnel subject to testing shall present proper identification upon appearing at the laboratory.
- 6) Once the urine specimen is collected, it will be forwarded to the laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall use the EMIT Immunoassay Process. If the test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique.
- 7) The testing facility will be continuously bound to make provisions to properly preserve, store and secure an aliquot of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. This independent confirmation will be authorized by the employee, using the lab of his/her discretion. Any employee requesting a testing of the split sample, must do so within seventy (72) hours, provided the employee is properly notified by the MRO. Also, the Laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab in the urine sample provided by the employee.
- 8) Only confirmed positive results are reported. The Human Resource Director shall be notified immediately following a positive test result. The Human Resource Director is the only person to be notified of a positive test.
- 9) The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint. The chain-of-custody procedure must be stringent and confidential in all phases of the process:

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

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

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

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

#### **COMPENSATION OF EMPLOYEE**

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

#### **RIGHT OF UNION PARTICIPATION**

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

#### **CHANGES IN TESTING PROCEDURES**

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

## **OTHER**

If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he shall immediately notify the individual's superior officer in the chain of command. The individual believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

Any employee who has begun the process set forth under this policy by notifying a superior officer that an employee of the East Hampton Police Department appears to be under the influence of illegal drugs or alcohol, he/she shall submit in writing within twenty-four (24) hours, a confidential report of the physical, behavioral, and performance indicators observed which shall be considered within this process. Failure to follow any of these procedures in this policy shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed, and no discipline shall be levied against the employee.

In the case involving the Police Chief, the Town Manager will be notified, and the reasonable suspicion portion of this policy will be followed.

## **INDEMNIFICATION OF UNION**

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

## **CONFIDENTIALITY**

Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violation of this confidence will subject the violator to disciplinary action. It is also recognized that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action. Nothing shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against their accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process. The Town will be required to keep the results confidential, and it shall not be released to the public, unless ordered by the courts.

## **CONTACT PERSON**

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

## **CONFLICT**

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

## **DURATION**

~~The Town and Union agree that this Drug and Alcohol Free Workplace Policy shall be an Addendum to the collective bargaining agreement between the parties dated July 1, 2020 through June 30, 2023. Accordingly, it shall remain in full force and effect until a successor agreement is reached. The parties further agree that this Drug and Alcohol Free Workplace Policy may be reopened prior to such date: (1) by mutual written agreement of the parties; (2) if changes in applicable state or federal law require changes to it; or (3) if changes to DOT and/or NHTSA drug policy impact the provisions for testing set forth herein.~~

## Appendix D

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

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



AGREEMENT

BETWEEN

THE TOWN OF EAST HAMPTON

AND

EAST HAMPTON POLICE UNION, LOCAL #2407,  
COUNCIL 4, AFSCME, AFL-CIO

JULY 1, 2023 – JUNE 30, 2026

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**ARTICLE I**  
**RECOGNITION AND UNIT DESCRIPTION**

**Section 1 - Definition of Bargaining Unit**

The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all employees of the Unit. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

**Section 2 - Composition of Bargaining Unit**

The bargaining unit for the purposes of this Agreement shall be full-time police officers and detectives of the Town, below the rank of Lieutenant, excluding civilian employees, and the Chief of Police.

**Section 3 - New and/or Changed Classifications**

If new classifications are established by the Town and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the Town shall forward the new or changed class and proposed wage scale to the Union for review. The contract will then be opened for the sole purpose of negotiating a wage for the class, only if requested by the Union.

**ARTICLE II**  
**UNION DUES**

**Section 1**

Each employee will be offered an opportunity to join the Union. Each employee who elects to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues. Such authorization shall be delivered to the Town and shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Town by written notice that the employee no longer wants to be a member of the Union.

**Section 2 - Dues Deduction**

The Town agrees to deduct from the pay of all employees covered herein, who authorize such deductions from their wages, such dues and initiation fees as may be fixed by the Union and allowed by state and federal law.

The Town will remit to the Union amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. The Union agrees that it will save the Town harmless from any claims for damages by reason of carrying out the provisions of

this Agreement concerning the assignment of wages for such dues and initiation fees, as hereinbefore mentioned.

### **Section 3 - Anti-Discrimination**

**Discrimination** There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or non-membership or because of any activity permissible under the Law and this Agreement. Each employee has and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union; such rights shall include the right to participation in the management of the Union, acting for the Union as an officer or representative and presenting their views to the public, to officials of the Town or Department, to the Town meeting or members of the media or state legislature. The State Board of Labor Relations shall have exclusive jurisdiction over alleged violations of this provision.

### **Section 4 - Work Rules**

**Maintenance of Benefits** All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement shall remain in effect for the duration of this Agreement, unless negotiated otherwise by the parties upon request.

### **Section 5 - Shop Stewards**

To provide employees with reasonable access to Union representation, the Union may appoint certain employees to serve in the capacity of Steward. Said steward may receive, investigate, and process complaints or grievances of employees. When the nature of the grievance requires immediate action stewards may be permitted to leave their regular work area upon request to their supervisor. Such requests shall not be unreasonably denied.

### **Section 6 - Bulletin Boards**

The Employer agrees that the Union shall have adequate space made available in a conspicuous location in the Police Headquarters building for the purpose of posting notices and information to members of the Union. The bulletin board shall be provided by the Union and at all times shall remain the property of the Union.

### **Section 7 - Office Space**

The Employer agrees to allow the Union to use, from time to time, a suitable location at the Police Station in order to handle employee grievances and complaints. The Employer also agrees to allow the Union to use the police facility as a mailing address, and to use the police facility as the seat of the Union for conducting business.

**ARTICLE III**  
**UNION AND REPRESENTATION**

**Section 1 - Recognition of Officers**

The Town agrees to recognize the duly elected officers and representatives of the Union.

**Section 2 - Union Leave**

Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the Town. The Town shall not recognize anyone other than those listed on the certified list when transacting official business with the Union. The Union shall be responsible for providing the Town with any changes to the list.

Each representative will be expected to perform his duties on his own time during shifts the representative is not scheduled to work. However, it is recognized that from time to time it will be necessary for Union activities to be carried out during scheduled shifts the representative is scheduled to work, for example, investigation and processing of complaints, disputes, and grievances, and attendance at executive board and general meetings.

For such Union activities, an aggregate of forty-eight (48) hours per contract year may be used by authorized representatives of the Union during scheduled work time (Monday through Friday) to fulfill the necessary duties. Accordingly, if a duty requires two (2) hours, the representative will be released to perform the duties for two (2) hours and then return to his/her assignment.

It is further recognized that there are reasonable limited deviations from this provision such as posting of Union notices that require a minimal period of time to engage in.

Where such activities are necessary or reasonable to be performed during a shift the representative is scheduled to work (as determined by mutual agreement between the Town and the Union), the activities may be done without loss of pay to the representative involved. All Union activity will be reported on the appropriate time reporting form.

**Section 3**

The Police Chief and officials or representatives of the Union are encouraged to meet at any time to informally discuss matters of concern and/or interest to either party.

**Section 4 - Access to Employer Information**

The Employer and the Union shall make available to each other upon reasonable request any information, statistics, and records, in their possession relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, exempting information that is privileged, confidential or not lawfully available under the Freedom of Information Act. Each side agrees that it will furnish sufficient information as to the relevancy of their request. The Employer agrees to furnish the Union one (1) copy of all future amendments and revisions to the

Department's General Orders, Special Orders, Memorandums, or the Employer's Personnel Rules.

**Section 5 - Personnel Orders**

The Employer will provide the Union with copies of all personnel orders as soon as the orders are issued. As used in this section, "personnel orders" will be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary action, transfer notices, promotion notices and termination notices.

**Section 6 - Negotiating Team**

Up to two (2) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty. No overtime pay shall be considered or granted for such purpose.

**ARTICLE IV  
MANAGEMENT RIGHTS**

**Section 1 - General**

Unless expressly limited by a specific section of this Agreement, the rights, powers, and authority held by the Town of East Hampton, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, general or special acts of the legislature, town ordinance, regulation or other type of lawful provisions over matters involving the East Hampton Police Department, including but not limited to, full control over the polices, 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 East Hampton.

**ARTICLE V  
RULES AND REGULATIONS**

**Section 1 - Town Provides**

The Town agrees to provide the Union and all members of the bargaining unit up-to-date copies of all Department rules and regulations upon request. Future changes or amendments which are mandatory subjects of collective bargaining shall be negotiated with the Union before becoming effective.

**ARTICLE VI**  
**NO STRIKE/LOCKOUT**

**Section 1 - General**

The Union and the employees expressly agree that during the term of this Agreement, there will be no strikes, slowdowns, picketing, work stoppages, mass absenteeism or similar forms of interference with the operation of the Department. The Town agrees there shall be no lockout of any employees covered under this Agreement for the duration of this contract.

**ARTICLE VIII**  
**COPIES OF CONTRACT**

**Section 1 - General**

The Town shall give all members of the bargaining unit a copy of this Agreement.

**ARTICLE VIII**  
**STABILITY OF AGREEMENT**

**Section 1 - General**

No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto, unless made and agreed to in writing by both parties.

**Section 2 - Savings Clause**

If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of the Agreement.

**ARTICLE IX**  
**HOURS OF WORK**

**Section 1 - a. 4-2 Schedule**

The normal workweek for all full-time regular officers shall consist of four (4) working days of eight and one-half (8½) hours per day, with two (2) consecutive days off. The work schedule shall be posted at least fifteen (15) days in advance and consist of a one (1) month schedule. The foregoing shall not be construed as a guarantee of a forty (40) hour workweek.

**Section 2 - Pay Period**

The pay period shall be from Sunday through Saturday.

### **Section 3 - Special Positions**

The normal workweek for newly hired officers not yet certified by the Municipal Police Training Council shall be Monday through Friday and shall consist of five (5) working days, forty (40) hours per week with two (2) consecutive days off until such time as they enter the field training officer phase of the program. Upon entering the field training officer phase of the program, new employees shall work a 4-2 schedule and an eight and one-half (8½) hour work shift.

### **Section 4 - Forty Hour Pay Week**

All officers on a 4-2 schedule shall be required to work an eight and one-half (8½) hour work shift. Officers will be paid for forty (40) hours each week.

### **Section 5 - Minimum Staffing**

The Town agrees to maintain a minimum complement of: (a) three (3) Sergeants; and (b) twelve (12) patrol officers for the duration of this Agreement. The Town will attempt to fill all vacancies within six (6) months of the opening. The Town agrees that the minimum staffing requirement of two (2) certified officers for each shift shall be followed.

### **Section 6 - Bid Shift**

- A. The employees shall bid their shifts among the established shifts every six (6) months in accordance with seniority. Patrol officers shall bid patrol officer slots and Sergeants shall bid Sergeant slots.
- B. The sign-up list will be posted one (1) month prior to the effective date, if possible, for sign up. There shall be fifteen (15) days allowed for sign-up. Officers will sign-up by indicating their first, second and their choice of two (2) shifts. Officers shall work the shifts in one (1) month increments.
- C. Once the fifteen (15) days of the sign-up period expire, should there be any officer(s) who have not signed up for a shift, the Chief or his designee may assign the empty slots.
- D. The Chief or his designee shall determine the number of positions available for each shift and will always have at least two (2) officers scheduled for work at the same time.
- E. Once the scheduled has been bid upon and posted the Chief cannot make changes to the schedule except by mutual agreement between the Town and the Union. In accommodating a bid schedule change, the Town will not pay overtime unless the employee works in excess of forty-three (43) hours in a single pay period.
- F. One (1) officer may be substituted for another provided the following is adhered to:
  - 1. The request is submitted, in writing, to the Chief or his designee at least eight (8) hours prior to the proposed substitution.



2. Substitutions shall not impose additional costs to the Town.
3. The substitution is approved by the Chief or his designee, which shall not be unreasonably withheld.
4. Substitutions may be made for an entire month or any part thereof.
5. Sergeants may substitute with patrolmen only with the approval of the Chief.

### **Section 7 - Time between Shifts**

There shall be a minimum of fifteen and one-half (15½) hours between shifts.

## **ARTICLE X** **COMPENSATION AND BENEFITS**

### **Section 1 - Salaries**

Wage rates effective July 1, 2023 are set forth in Appendix A attached hereto and made a part hereof. The salary schedules and longevity pay schedule in Appendix A shall be in effect for the duration of this Agreement with wage rates adjusted on the dates specified.

### **Section 2 - Probation**

The normal probationary period for all new employees shall be from date of hire until twelve (12) months from the date of graduation from the P.O.S.T. Academy. If the new employee is a certified officer and does not need to attend the P.O.S.T. Academy, the probationary period shall be twelve (12) months from the date of commencement of employment at the department. The employee shall be notified in writing of any change from this probationary status. At the completion of the normal probationary period, the employee shall advance to regular status subject to the Department's rules regarding probation. The Chief may, at his discretion, extend the probationary period for an additional six (6) months. Upon completing all probationary periods, a new employee shall be placed, at the chief's discretion, up to that step which reflects his or her years of service as a certified police officer. It is understood that an employee on probation has no access to the grievance procedure for claims under Article XXV (Disciplinary Action).

### **Section 3 - Training**

Any employee who is required to attend in-service training or schooling in excess of his regularly scheduled workday or workweek shall be paid for all hours while attending said class at his regular hourly rate unless the employee is scheduled to work his/her regular shift on the day of training or schooling. Under such circumstances, the employee is eligible for time and one-half (1½) of the applicable rate in accordance with Article XII, Section 2 for attendance at training or schooling.

#### **Section 4 - Promotion Probation**

When an employee is promoted to a higher rank within the bargaining unit, there shall be a probationary period of six (6) months at the new rank. The Chief of Police may extend the probationary period but, in no event will the total probationary period be longer than twelve (12) months. If, during the probationary period, the Chief determines that the employee is not performing satisfactorily, he shall inform the employee in writing that he is to be returned to the employee's former rank. If an employee is promoted to a grade that pays less, he will continue to receive his previous higher pay.

#### **Section 5 - Working Out of Class**

Whenever a patrolman is required to perform the duties of a Sergeant, the patrolman shall be compensated at the Sergeant's starting salary.

#### **Section 6 – Field Training Officer**

Whenever an officer is assigned to act as a Field Training Officer, he shall receive a stipend of two hundred fifty dollars (\$250.00) per trainee for such assignment, provided the assignment is for a minimum of ten (10) days per trainee.

#### **Section 7 – Canine Handler**

- A. The Chief may, at his or her discretion, create a canine handler position. Such position shall be filled by a bargaining unit member.

The position shall remain in effect until the canine utilized by the Town ends its tour of duty with the Town through retirement, death, permanent disability, loss of certification or is deemed unfit for duty by the Chief of Police, the Connecticut State Police Canine Training Unit or by a certified veterinarian.

Additionally, the position may be discontinued by the Town at its' discretion. In the event the Town discontinues the position, absent exigency, the Union and impacted officer will be provided with a minimum of thirty (30) calendar days' written notice. If the position is discontinued by the Town, the officer will return to his/her former position.

The following terms and conditions shall apply specifically to the canine handler position:

- B. Appointment to the canine handler position shall be in accordance with the following:
- Only officers below the rank of Sergeant shall be eligible for the position, provided, however, in the event that the officer actively filling the position is promoted to the position of Sergeant, he/she may continue to serve as the canine handler, upon approval of the Chief of Police.

- Officers applying for the position of canine handler must have completed a minimum of three (3) years as a Patrol officer for the Town by the first day of the canine academy.
- The position and test announcements will be made thirty (30) calendar days prior to the first step of the selection/testing process.
- Officers interested in the position must submit a written request to the Chief of Police within ten (10) days after the position has been posted.

C. The following criteria shall be utilized by the Town as part of determining the list of eligible candidates from the Officers who have submitted a written request for the position.

Officers who apply for the position may not have:

- exhibited an abuse of sick leave defined as sustained allegation(s) of sick leave abuse; and
- substantiated complaints of the use of excessive force.

Officers who apply for the position must:

- demonstrate that he or she is proficient in report writing and hand record keeping;
- exhibit a calm professional manner in addressing stressful situations;
- be able to pass the Connecticut State Police (Canine Training Academy) qualification agility test;
- possess a genuine interest in canines and a strong desire to work with police canines;
- be willing to provide suitable living quarters and properly care for the canine's daily needs at home;
- make a commitment to the program for the service life of the canine; and
- The handler will be willing to have a kennel professionally installed at the one (1) time cost to the Town not to exceed one thousand dollars (\$1,000.00) on his or her property with the understanding that removal of the kennel will be at the cost of the canine handler.

Additionally, the applicant's spouse/co-habitants must be willing to accept the canine and the canine officer's commitment to the program. The applicant's spouse/co-habitant should not have any allergies connected to animals.

- D. Officers who meet the criteria set forth in B and C above, shall be eligible to participate in the selection/testing process.

The selection/testing process shall be in accordance with the following:

- The testing process shall be a three (3) prong test comprised of the following:
  - 1<sup>st</sup>: Physical agility (as part of the physical agility portion of the process, the candidate must pass the Copper Fitness Test, or the candidate will be disqualified from the process);
  - 2<sup>nd</sup>: Panel Interview (K9 Instructor or handler, Training Sergeant and community member);
  - 3<sup>rd</sup>: Chief's Interview (the interview may involve a canine breeder home visit).

The agility portion of the testing process shall account for fifty percent (50%) of the candidate's score. The Panel Interview portion of the testing process shall account for thirty percent (30%) of the candidate's score. The Chief's Interview portion of the testing process shall account for twenty percent (20%) of the candidate's score.

- E. The officer with the highest overall score (with a minimum score of seventy (70) on each prong of the test) shall be selected for the position.

If no officer attains the minimum of score of seventy (70) on each prong of the test (or if no officer applies for and meets the criteria under B and C above), the Town may open the process to non-probationary bargaining unit employees (including sergeants).

- F. The canine handler's compensation shall be in accordance with the following:

- The canine handler will receive a bi-weekly stipend that will total an aggregate amount equal to three percent (3%) of that officer's annual base salary. Call volume permitting, the canine handler will be allowed sufficient time while on duty to maintain the canine.
- The Town will be responsible for all of the canine's medical care, food and equipment as long as the canine is "in service."
- Call backs will be in two (2) hour increments at the applicable overtime rate when the call back is specific to the canine handler function.

- The Town will provide a vehicle to transport the canine (portal to portal, training and medical care).

G. Once enrolled in the training program, the canine handler will be exempt from order-in unless he or she volunteers for a private duty assignment on a day off from training.

While enrolled in training the canine handler will follow the schedule of the training academy with respect to shift and day on/off rotation. Once the canine handler has successfully completed the training program, he or she will be exempt from the bidding process and will assume a day/evening shift assignment and will be subject to order-in per this Agreement.

### **Section 8 – Officer in Charge**

On or around September 1<sup>st</sup> on an annual basis, the Union President will advise the Chief of Police of the names of the officers who are willing to act as the Officer in Charge during his/her respective shift.

During the period between September 1<sup>st</sup> and August 30<sup>th</sup>, if an officer decides that he/she no longer desires to act as an Officer in Charge, he/she shall advise the Chief of Police in writing.

During the period between September 1<sup>st</sup> and August 30<sup>th</sup>, if an officer decides that he/she would like to act as an Officer in Charge, it shall be at the Chief of Police's discretion whether to assign such duties to the officer.

Officers shall be paid the Sergeant's starting rate of pay in lieu of the officer's hourly rate of pay for serving as an Officer in Charge only when they meet all of the following criteria:

- a. There is no Sergeant or the Chief working on the shift.

The Chief will be considered to be "working on the shift" when it is during his or her regularly scheduled workday (using the Town Hall hours), he or she is within thirty (30) minutes (by car) from Town and he or she is available by either phone or radio contact;

- b. The officer must be the senior officer on the shift (unless the senior officer declines in accordance with section 1 above; then the Officer in Charge assignment shall be offered to the other officers who have agreed to act as the Officer in Charge who are on duty during the shift in question in descending order of seniority); and
- c. The Officer in Charge must be responsible for the shift and activity on the shift expected of an Officer in Charge (as determined by the Chief).

Such responsibilities shall include:

- Assign patrols, report unscheduled tardiness or absences to the platoon sergeant or Chief;
- Share “shift turnover information”;
- Direct patrol units to the field in prompt fashion;
- Read and Sign book is up to date by shift personnel;
- When warranted, contact a sergeant or Chief, for all major incidents;
- When feasible, evaluate pursuits for termination and terminate pursuits if circumstances dictate said action;
- Confirm that:
  - Shift personnel have all issued equipment (i.e. - side arm/long arm, Taser, ballistic vest, cover and protective gloves);
  - Shift personnel report to work in a professional appearance;
  - Patrol vehicles being used on shift are in good working order and sufficiently fueled;
  - The workload is evenly distributed; and
  - Press releases for significant arrests likely to cause media interest or significant newsworthy incidents are prepared and disseminated.

In the event that two (2) rookies (as defined below) are the only officers scheduled to and work the same shift, the Town will post an overtime opportunity for a Sergeant or senior officer to work as the Officer in Charge for the shift.

Such overtime opportunities shall be offered by rotation of the senior officers.

For purposes of the language set forth herein, a “rookie” shall be defined as an officer with less than three (3) years of experience with any law enforcement agency in the capacity of an officer.

If the officer has less than three (3) years of law enforcement experience with the Town but has three (3) or more years of total law enforcement experience in the capacity of an officer, it will be at the Chief’s discretion to grant that person Officer-in-Charge status.

If neither a sergeant nor an Officer in Charge is scheduled during a shift and the Chief of Police deems it necessary, the Chief of Police may order-in an eligible officer in accordance with existing order-in procedures to act as the Officer in Charge for the shift.

## **ARTICLE XI** **OVERTIME**

### **Section 1 - Authorization**

All overtime and outside work must be approved by the Chief of Police or his designee.

## **Section 2 - Rate of Pay**

Time and one-half (1½) of the applicable hourly rate shall be paid for all work done in excess of the employee's regularly scheduled work hours in any one day, or for all hours worked on an employee's day off, except as set forth under Article X, Section 3 (Training) (however, there is an exception under Article X, Section 3 when time and one-half (1½) is applicable) and Article XXIII, Section 5 (staff meetings).

## **Section 3 - Schedule Change Prohibition**

Employees hereunder shall not be required to suspend work in the regular hours to absorb overtime, nor shall schedules be changed for the purposes of avoiding the payment of overtime.

## **Section 4 - Call Back/Call-In**

Overtime rates shall be paid for not less than four (4) hours to any employee called back to work for any duty not continuous with his regular workday. Recall occurs when an employee has left his work on his regular work shift or tour of duty or is an employee who is recalled on a scheduled day off. An employee called back to work, which entitles the employee to receive four (4) hours of minimum pay, may be required to work four (4) hours. Call-in occurs when an employee is called to work prior to and continuous with his regularly scheduled shift. He shall be paid for the time worked at the appropriate overtime rate. Holdovers shall be paid for the time so worked at the appropriate overtime rate.

## **Section 5 - Notifications**

Scheduled overtime shall be posted for all employees in the bargaining unit on a fair and equal basis. Employees shall have the option of declining voluntary overtime, except in case of emergency.

## **Section 6 – Order-Ins**

Except as set forth below regarding an emergency that is deemed by the Chief of Police to be a public safety issue that requires immediate attention, in cases of all other emergencies, as defined under 1-8 herein, the vacancy will be filled according to the overtime list; the employee with the least amount of overtime hours currently working will fill the first half of the vacancy and the employee with the least amount of overtime hours that will be working the next shift will come in early to fill the second half of the vacancy. In the event the employee cannot be contacted, the next employee on the list (hour wise) will be called to fill the vacancy until the vacancy is filled. The term "emergency" for purposes of Article XI, Section 6 shall normally be defined as: (1) acts of God; (2) an accident requiring reconstruction or substantial investigative effort; (3) a state of emergency declared by the Town Manager, state or federal government; (4) a felony necessitating additional officers; (5) a kidnapping or missing, endangered person search; (6) where legitimate public safety is at risk (provided the "public safety" definition shall not be used by the Town in a manner where a reasonable person would not agree that public safety is at risk); (7) to maintain minimum staffing; or (8) in response to a Blue Plan Activation. When

the Chief of Police deems the emergency to be a life-or-death situation that requires immediate attention, the Chief of Police or his or her designee will determine the officer(s) to be ordered-in and the number of officers necessary for the order-in. Consequently, the language under 1-8 above shall not apply to these situations.

### **Section 7 - Overtime System**

1. There shall be kept a list of total accumulated overtime hours. Any overtime job that becomes available will be posted as soon as the job is received. Officers may sign up for the jobs as they become available, and there shall be no reserving of any job. The officer having the lowest amount of total accumulated overtime hours may claim the job. The overtime list shall be updated at the end of each week.
2. If a job is already signed for by an officer having a higher amount of accumulated hours, then the officers having fewer hours will have the privilege to replace the higher officer. This shall be known as bumping.
3. No officer may bump another within twelve (12) hours of the start of any job. If an officer does bump another it is the responsibility of the bumper to notify the bumpee in a timely manner. Accepted practices are, but not limited to: personal contact, telephone, answering machines, and notes left where they will be reasonably found. If the bumper does not properly notify the bumpee then the original officer will still be considered to have the job. Should an officer refuse a job during a call-out that officer may not later bump an officer that accepted the job.
4. In the event that a job is posted with less than twenty-four (24) hours before its start, a call-out will be conducted to allow all officers a chance at the job. Call-out will be conducted by the Chief's designee receiving notice of the job. Call-out will start with the officer having the lowest amount of accumulated hours and progress upwards. If two officers have the same amount of hours the senior officer will be considered as having the least hours.
5. Callouts will be conducted by telephone (via a text message or a telephone call), personal contact or by Department radio. The call-out results will be posted on the overtime list. A no contact will be posted as a "N.C." (No Contact). If an officer is not available to work due to being sick, on vacation, etc. a "N.A." (Not Available) will be entered.

If an officer has signed up for voluntary private duty overtime within the Town that overlaps shift overtime being called out, the officer will be considered N.A. for that call out. Consequently, the officer will be ineligible to be ordered in regardless of his/her hours on the overtime list.

In the event that no other officer is able to be ordered in, said officer may be pulled from the private duty overtime in order to be ordered in.



An officer may refuse a call-out, however, he will not be credited with any hours for the refused call-out. When a call-out is made and a properly working answering machine responds (or the call goes to voice mail on the officer's cell phone), a message shall be left on the machine, if possible, listing the day and time of the call and that an overtime assignment is available. An officer's failure to respond to the message and take the overtime assignment prior to the next call being made shall constitute a "no contact." No call-out will be conducted within thirty (30) minutes of the start of any shift, unless in an emergency.

6. If an officer accepts/signs for a job and for any reason cancels within twenty-four (24) hours, the cancelling officer shall be charged with the amount of hours the job was for and a call-out will be conducted. This subsection shall not apply to duty related responsibilities, i.e., court subpoenas, etc., which shall be priority.
7. In the event that a new officer is eligible for overtime, or an officer on temporary duty or leave for at least three (3) months returns to normal duty then these officers will be entered onto the overtime list by crediting them the average number of hours of the bottom four (4) officers. The bottom four (4) officers shall be defined as the four (4) officers who are currently available to work overtime on the call out list excluding the officer who is being averaged back onto the list.

### **Section 8 – Overtime Compensatory Time**

Payment for overtime hours shall be by either pay or overtime compensatory time at the employee's option, which shall be exercised at the time earned. Overtime compensatory time shall be earned and accumulated at the rate of one and one-half (1½) hours for each overtime hour worked, with a maximum of eighty (80) hours allowed to be accumulated at any one time.

Employees requesting the use of overtime compensatory time in an eight and one-half (8½) hour increment must submit the request in writing at least twenty-four (24) hours prior to the requested day off. The taking of overtime compensatory time in less than eight and one-half (8½) hour increments shall not be allowed if it violates the minimum staffing during the mandated staffing hours. Additionally, the use of any overtime compensatory time shall not be granted if it creates an overtime situation. Employees may cash in any amount of earned overtime compensatory time upon written request. Payment will be made in the next regular pay period at a straight time rate of pay.

### **Section 9 - Special Services/Private Duty**

The rate of pay for any special service/private duty job shall be time and one-half (1½) of the employee's regular rate, with the exception of jobs falling on weekends and holidays for which double time shall be paid.

Jobs shall be charged in 4.0 increments.

In the event a job is cancelled with less than two (2) hours notification to the Department by the contractor, the officer scheduled for such job shall receive a minimum of four (4) hours pay at the proscribed rate for the job.

**Section 10 - Meal Allowance**

During emergency situations, or when an officer is ordered to work two (2) continuous shifts back-to-back, the officer shall be paid for meals while on overtime work, furnishing receipts, not more than the following:

Breakfast	\$4.50
Lunch	\$5.00
Supper	\$7.00

In order to qualify for a paid meal period, an employee must be on overtime duty as outlined above.

**Section 11 – Mutual Aid Overtime System**

Private duty and patrol shift in East Hampton shall take precedence over any private duty job in a surrounding town.

No bargaining unit member shall be permitted to work a private duty job in a surrounding town if there is an open patrol shift or private duty job available and unfilled in the Town of East Hampton.

When a private duty job is available in a surrounding town and the conditions above have been met, it shall be first offered to a bargaining unit member on the overtime list for whom the shift would occur on his/her regularly scheduled day off.

**ARTICLE XII**  
**HOLIDAYS**

**Section 1 - Holidays**

The following days shall be considered holidays:

- |   |   |
|---|---|
| New Year’s Day (January 1 <sup>st</sup> ) | Independence Day (July 4 <sup>th</sup> )        |
| Martin Luther King Day                    | Labor Day (1 <sup>st</sup> Monday in September) |
| President’s Day                           | Columbus Day                                    |
| Good Friday (Friday before Easter)        | Veteran’s Day                                   |
| Easter Sunday                             | Thanksgiving Day                                |
| Memorial Day                              | Christmas Day                                   |

## **Section 2 - Holiday Work Rate**

All holidays shall be credited on the observed day. Any employee working on a holiday shall receive the rate of time and one-half (1½) for the hours worked and shall, in addition, receive either eight and one-half (8½) straight time pay based on his/her hourly rate or an additional holiday credited at the employee's option as holiday compensatory time. In addition, members of the bargaining unit will receive double time for any overtime worked on the following four (4) holidays:

1. Christmas Day;
2. Thanksgiving Day;
3. Independence Day (4<sup>th</sup> of July); and
4. Easter Sunday

## **Section 3 - Unanticipated Holidays and Town Hall Closure**

In addition to the language set forth below, when any time off with pay may be allowed other East Hampton municipal employees as the result of an unanticipated holiday or day of mourning, the employees shall either be given extra time off or shall receive additional pay in lieu of such time off, at the employee's option.

In the event that Town Hall is closed due to inclement weather, road closures or power outages, and the Town authorizes time off with pay for all other Town employees, officers scheduled to work on such days (the twenty-four (24) hour calendar day that encompasses the closure) shall receive eight and one-half (8½) hours of "weather related leave time" (credited at straight time) to be used by June 30<sup>th</sup> of such contract year.

If the officer is unable to use the eight and one-half (8½) hours of weather-related leave time by the June 30<sup>th</sup> date, he will receive eight and one-half (8½) hours of straight time pay.

Employees requesting use of weather-related leave time must make such request in writing at least twenty-four (24) hours prior to the requested day off. Weather related leave time shall not be granted if it creates an overtime situation. The taking of weather-related leave time in less than eight and one-half (8½) hour increments shall not be allowed if it violates the minimum staffing during the mandated staffing hours.

## **Section 4 - Holiday Day Off Work Rate**

When any of the aforementioned holidays fall on an employee's scheduled day off or during his vacation, the employee shall receive, in addition to his regular compensation, an additional eight and one-half (8½) hours straight pay based on his hourly rate.

## **Section 5 - Holiday Compensatory Time**

Notwithstanding any provision of this agreement or practice to the contrary, in the event a member of the bargaining unit selects holiday compensatory time in lieu of overtime payment at

the time earned in accordance with Article XII, Section 2, a member of the bargaining unit may accumulate a maximum of eighty hours (80) hours of holiday compensatory time.

If a member of the bargaining unit selects holiday compensatory time in lieu of overtime payment at the time earned, such holiday compensatory time may not be paid at a later date as a cash disbursement; rather, holiday compensatory time may only be used as paid time off to be used on a later date.

## **ARTICLE XIII** **VACATIONS**

### **Section 1 - Vacation Schedule**

Upon completion of the enumerated years of service set forth below as of the employee's anniversary date in a bargaining unit position covered by this Agreement, the employee shall be entitled to annual paid vacation as follows:

Less than 1 year of service	0 vacation days
Upon completion of 1 year of service	10 vacation days
Upon completion of 4 years of service	12 vacation days
Upon completion of 6 years of service	15 vacation days
Upon completion of 9 years of service	17 vacation days
Upon completion of 11 years of service	20 vacation days
Upon completion of 15 years of service	25 vacation days

A lateral transfer or a new hire with comparative certification is eligible for five (5) vacation days during his/her first year of service with the Town in a bargaining unit position covered by this Agreement upon being a Post Certified Connecticut Police Officer. If the police officer leaves the Town's employment during his/her first year of service with the Town (regardless of the reason), any paid vacation days taken by the officer will be deducted from his/her last paycheck.

### **Section 2 - Vacation Choice**

Vacation choice shall be made by seniority with each employee entitled to take two (2) weeks during the prime vacation time, June 1<sup>st</sup> through September 15<sup>th</sup>, subject to Section 1.

### **Section 3 - Requests**

All employees must submit requests for vacation time to the Scheduling Officer five (5) days in advance for approval. The Chief may, at its discretion, approve vacation time when said five (5) days advance notice is not given. Vacation time may be taken in no less than one-half (½) day increments at the employee's option.

### **Section 4 - Vacation Pay**

Employee's may cash out up to fifty-five (55) unused vacation days at the time of their retirement.

### **Section 5 - Vacation Sick Leave**

In the event an employee on vacation is hospitalized, said days in the hospital shall be charged to sick leave and not vacation, provided he has accumulated sick time available.

### **Section 6 - Vacation Accumulation**

Employees shall be allowed to accumulate unused vacation leave from year to year to a maximum of thirty (30) days, with all days grandfathered that have been accumulated to the effective date of the new contract.

### **Section 7 - Personal Leave**

Each employee shall be granted four (4) personal leave days per fiscal year which may be used for personal business at the option of the employee. No employee shall accumulate more than four (4) personal leave days in a fiscal year. Notice for a personal day shall be given at least twelve (12) hours in advance to the Chief of Police or his agent; emergency situations will be dealt with on an individual basis. Personal leave days shall not be carried over from year to year and shall have no cash value.

### **Section 8 - Cancellation of Vacation**

In the event an employee requests paid time off (vacation, holiday, personal leave, compensatory time or holidays) not less than five (5) days in advance and permission is granted; the permission shall not be cancelled, except in the event of an emergency.

## **ARTICLE XIV SICK LEAVE**

### **Section 1 - Accumulation**

All employees of the bargaining unit shall be entitled to sick leave accumulated at the rate of fifteen (15) days per year prorated for each month of service. Such leave may be accumulated to a maximum of one hundred and eighty (180) days.

Such leave is to be used during illness or non-service-connected injury.

If an employee is out more than three (3) consecutive scheduled workdays, a note from the health care professional (i.e. – MD, PA or Minute Clinic) who treated the employee for the condition that caused the absences stating the reason for the illness and fitness for duty may be required.

In cases of: (1) suspected abuse; or (2) a documented and sustained pattern of absenteeism, the Town may require a note from the health care professional who treated the employee for the condition that caused the absences stating the reason for the illness and fitness for duty as proof of illness for each event.

## **Section 2**

The following shall apply to sick leave redemption:

- A. An employee, upon resignation without prejudice, shall receive on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum.
- B. An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his unused, accumulated sick leave.
- C. Upon retirement (normal, early or disability retirement under the terms of the Town pension plan) or death of a regular, full-time employee, eighty percent (80%) of his unused, accrued sick leave shall be remitted on the basis of his current base rate of pay to the employee, or his estate, up to a maximum of ninety (90) days.

## **Section 3**

All employees shall be ineligible for overtime assignment after any shift they are on sick leave for fifteen and one-half (15½) hour period.

## **Section 4 - Use of Sick Leave**

Sick leave credited may be used for time off with pay for bona fide cases of incapacitating sickness or injury for the period of disability resulting from pregnancy or childbirth.

When the serious health condition (as defined by the FMLA) of a member of the employee's immediate family (spouse, child or parent) living in his household required his personal attendance, he may be granted up to maximum of forty (40) hours of his credited sick time to care for such family member, when supported by a doctor's certificate.

**Section 5 - Family and Medical Leave**

The provisions of the Federal Family and Medical Leave Act (FMLA) shall apply to all eligible employees.

**Section 6 - Sick Leave Incentive Day**

After completion of their initial probation period, for each calendar quarter in which an employee does not use any sick time such employee shall be eligible for an additional earned leave day, which shall have the same power and usage as a personal day. This earned leave day must be using during the following calendar quarter.

**ARTICLE XV  
FUNERAL LEAVE**

**Section 1 - Funeral Leave**

Each employee shall be granted leave with pay in the event of a death in his immediately family. Such leave shall not exceed four (4) days to be used within three (3) months of the date of death for attendance at the funeral and/or services for the deceased. For purposes of this Agreement, immediate family shall be defined as:

- |        |         |               |
|--------|---------|---------------|
| Spouse | Sister  | Grandparents  |
| Mother | Brother | Mother-in-law |
| Father | Child   | Father-in-law |

**Section 2 - Special Funeral Leave**

Special leave of two (2) days with additional leave of up to one (1) additional day (at the discretion of the Chief) for an aggregate of three (3) days to be used within three (3) months of the date of death for attendance at the funeral and/or services for the deceased shall be granted an employee in the death of:

- Brother-in-law
- Sister-in-law
- Son-in-law
- Daughter-in-law

**Section 3 - Special Funeral Leave (continued)**

Special leave for one (1) day, at the discretion of the Chief, for the purposes of attending the funeral shall be granted an employee in the event of the death of:

- Aunt
- Uncle

**Section 4 – Police Funeral Leave**

In the event that a sworn law enforcement officer, or corrections officer in the State of Connecticut is killed in the line of duty, except as set forth below, those employees requesting a one (1) day leave will be allowed for the purpose of attending the burial ceremony as a representative of the Town. Seniority shall prevail in requests. Employees will be provided Department transportation and will attend said ceremony in full uniform. This section will not cause overtime, or cause staffing levels to go below minimum. This section shall only apply to officers scheduled to work during the actual time of the funeral.

**ARTICLE XVI  
COURT DUTY**

**Section 1 – Court Scheduling**

The Chief of Police will, when possible, try to arrange with the Court that no member of the bargaining unit will be scheduled to appear during vacation leave.

**Section 2 – Rate of Pay**

Employees who may be required to attend Court during their off-duty hours shall receive a minimum of four (4) hours pay at one and one-half (1½) times their hourly rate. Any fee paid the employee by the State, shall be returned to the Town by the employee.

**Section 3 – Jury Duty**

In the event that an employee is duly summoned to any court for the purposes of performing jury duty, he shall receive his regular compensation while attending said jury duty and shall be exempted from his regular shift.

**ARTICLE XVII  
EDUCATION INCENTIVE**

**Section 1**

Effective after the first year of employment on the employee’s anniversary date, eight hundred dollars (\$800.00) shall be added to the employee’s yearly salary thereafter if he has earned a Masters’ Degree. Six hundred fifty dollars (\$650.00) shall be added to the employee’s yearly salary thereafter if he has earned a B.A./B.S. degree. Four hundred fifty dollars (\$450.00) will be added to the employee’s yearly salary thereafter if he has obtained an A.A./A.S. degree, as per the conditions stated above.

**Section 2**

To qualify for the education incentive, the employee must have a degree in police science, police administration or criminal justice or any other law enforcement related degree. Such police



science, police administration, criminal justice or law enforcement degree must be from a college or university accredited by a bona fide, recognized national or regional accrediting agency; provided, however, this provision shall not affect employees hired upon the effective date of the 2007-11 agreement, who have attained their degree or are enrolled in a course of study as described in this section.

### **Section 3**

Any police officer authorized in writing by the Chief of Police and approved by the Town Manager, may enroll in a law enforcement or related course in a police school or college. It shall be the duty of the employee to use all state and federal funds available for tuition, bonds, fees, and equipment in order to eliminate expenditures by the Town for this purpose. If neither state nor federal funds are available, the Town will reimburse the employee in an amount up to, but not to exceed fifty percent (50%) of tuition on a passing grade (C or better).

### **Section 4**

The Town reserves the right to develop a schedule or plan for tuition reimbursements. The Town also reserves the right to limit the number of courses taken in a given semester by such employee to permit budgeting for same.

## **ARTICLE XVII** **UNIFORMS AND EQUIPMENT**

### **Section 1 – Issue and Allowance**

Uniforms and equipment as prescribed in the rules and regulations, as approved by the Chief, will be supplied by the Town to all new full-time police officers. The Town will allocate a maximum of six hundred fifty dollars (\$650.00) annually for the replacement of worn or damaged uniforms or equipment. New hires will be provided with Class A uniforms. Effective July 1, 2024, the allocation shall be a maximum of seven hundred fifty dollars (\$750.00), annually for the replacement of worn or damaged uniforms or equipment.

The Chief, or his designated representative, shall determine when uniforms and equipment will be replaced. Any replacement expenses above the maximum figure allocated will be paid for by the officer.

### **Section 2 – Personal Property**

Authorized personal property required by the Town used in the line of duty will be replaced by the Town on the same basis as Article XVIII, Section 1.

### **Section 3 – Change of Uniforms/Equipment**

Any change of style, type or color of uniform or attire or any change of equipment or accoutrements shall be paid by the Town.

**Section 4 – Cleaning Allowance**

Each employee shall be paid a quarterly cleaning allowance as listed below, payable at the end of each quarter.

\$200.00

**Section 5 – Damaged Equipment/Uniforms**

Notwithstanding Section 1, any uniforms or equipment damaged by carelessness or willful acts of the officer shall be paid for by the officer. Uniforms or equipment damaged or destroyed during the course of duty, through no fault of the officer, shall be replaced by the Town and shall not be charged to the officer’s clothing allowance.

**Section 6 – Eye Wear, Watches and Cellular Phones**

A watch, cellular phone, eyeglasses, sunglasses, or contact lenses damaged or destroyed during the course of duty through no fault of the officer, shall be replaced by reimbursement of actual value up the following maximums when a receipt is submitted (less any payments by Workers’ Compensation):

Watch	\$ 50.00
Eyeglasses	\$350.00
Contact Lenses	\$150.00
Non-Prescription sunglasses	\$ 30.00
Cellular Phone	\$150.00 (effective July 1, 2024 \$250.00)

**Section 7 – Protective Vests**

The Employer shall furnish all employees covered by this Agreement a protective vest normally used for police work, and two vest carriers. The Employer shall also replace those vests at no cost to the employee prior to expiration of the manufacturer’s suggested replacement date.

**ARTICLE XIX**  
**INSURANCE**

**Section 1 – Medical Plan**

The Town shall provide medical benefits, which includes medical, dental, prescription drugs, vision, etc., as set forth in Appendix D, attached hereto, and made a part of hereof to all regular full-time employees and their dependents.

The employees shall pay the following percent of the cost of the premium by automatic payroll deduction:

<u>YEAR</u>	<u>State of Connecticut Partnership Plan 2.0</u>
2023-2024	13.5% (effective upon approval of this Agreement by the Town Council)
2024-2025	14%
2025-2026	14.5%

**Section 2 – Medical (In Lieu of)**

Employees may voluntarily elect, in writing on a form to be provided by the Town, to waive the insurance coverages listed above, and in lieu thereof, shall receive an annual payment in accordance with the following:

**Number of Eligible employees who elect to waive**

	<u>3 or less</u>	<u>4</u>	<u>5 or more</u>
Single Waiver	\$625.00	\$875.00	\$1,125.00
Single Plus One Waiver	\$1,250.00	\$1,500.00	\$1,750.00
Family Waiver (including self)	\$1,875.00	\$2,125.00	\$2,375.00

Payments to those employees shall be made quarterly for the prior quarter.

If a change in the employee’s status prompts the employee to resume Town provided insurance coverage, the prior written waiver may, following written request to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.

In order to receive full payment, notice of intent to waive insurance coverage shall be sent to the Town Manager not later than May 1<sup>st</sup>, for a waiver to be effective July 1<sup>st</sup>; otherwise, the payment will be pro-rated based on the date the employee decides to exercise the waiver (insurance waiver payment covers the fiscal year).

Notwithstanding the above, life insurance shall continue to be provided to such employee who chooses to waive medical insurance coverage.

**Section 3 - Change of Carrier**

The Town reserves the right to change insurance providers, administrators and/or carriers (if applicable) cited in Section 1 as long as the benefits are substantially equal to, or better on an overall plan benefit basis than those offered above, with the consent of the Union which consent shall not unreasonably be withheld. Prior to changing providers, administrators and/or carriers,

the Town will provide the Union with sixty (60) calendar days advance written notice of the change and a copy of the plan.

#### **Section 4 – Inoculations and Immunization**

If an employee, while carrying out his duties is exposed to a contagious disease, the Employer agrees to pay the expenses for inoculation and immunization for members of the officer's family and the officer. The Employer further agrees to reimburse any officer covered by one of the Employer's health plans, any co-pay amount required for inoculation/immunization required due to the exposure.

#### **Section 5 – Group Term Life Insurance**

Group term life insurance shall be one times (1x) annual salary rounded to the highest one thousand dollars (\$1,000.00) to a maximum of fifty thousand dollars (\$50,000.00).

### **ARTICLE XX** **WORKERS' COMPENSATION**

#### **Section 1 - Coverage**

Employees covered by this Agreement will come under the terms of the Workers' Compensation Act.

An employee who is out of work due to a workplace injury and the employee is receiving either: (a) weekly temporary total disability benefits ("TT"); or (b) weekly temporary partial disability benefits ("TP") (if the Town does not have work within the employee's light duty restrictions) the employee will receive the difference between his/her regular straight time weekly wages from the Town (based on his/her regular full-time forty (40) hour workweek) and his weekly TT/TP benefits for a period not to exceed an aggregate total of one hundred eighty (180) work days for such injury.

The one hundred eighty (180) workday period set forth above does not recommence if the injured officer returns to work from such injury (either on light duty or regular duty) and is then out of work again for the injury (either once or multiple times); rather, it is for a maximum total of one hundred eighty (180) workdays for the workplace injury.

An employee shall not be required to submit to the Town any specific permanency award received for the injury.

The parties understand and agree that the payment from the Town shall be subject to applicable state and federal taxes.

**ARTICLE XXI**  
**RETIREMENT**

**Section 1 - Town Retirement Plan**

The Town shall provide retirement benefits as set forth in Appendix B attached hereto and made a part of hereof.

**Section 2 - Special Service Plan**

The Town and the Union agree that a five dollar (\$5.00) per hour surcharge will be added to all special duty rates and such five dollars (\$5.00) per hour will be contributed to a 457 Plan for special services for officers who work the specific special duty assignments. Effective July 1, 2024, the surcharge will be six dollars (\$6.00) per hour.

**ARTICLE XXII**  
**SENIORITY**

**Section 1 - Departmental Seniority**

Upon the successful completion of the employee's probationary period, seniority shall date back to the original date of hire as a full-time police officer of the Town. Seniority shall consist of total continuous service within the Department.

**Section 2 - Classification Seniority**

Classification seniority is the period of most recent continuous service within an employee's classification. Employees shall not attain classification seniority until completion of the necessary probation period at which time classification seniority shall date back to date of appointment.

**Section 3 - Ties in Seniority**

Ties in seniority among existing employees shall be broken immediately following the execution of this Agreement. When two (2) or more employees are appointed on the same day in the same classification the order of precedence shall be determined by the order of relative position on the eligibility list from which said employees were appointed.

**Section 4 - Forfeiture of Seniority**

Seniority shall not continue to accumulate while an employee is on leave of absence. If an employee resigns or is discharged for just cause, he shall lose all seniority.

**Section 5 - Seniority Considerations**

Seniority shall prevail with regard to vacation scheduling, posts and jobs, layoff and recall.

## **Section 6 - Special Assignments**

Stakeouts, special criminal investigations and internal investigations or administrative assignments which remain at the discretion of the Chief of Police, or his designee, are not subject to the overtime selection process where such assignments require specialized training.

Assignments under this section that do not require any specialized training or that are not continuations of an officer's assignment outside his/her shift as determined by the Chief (e.g., investigation, stakeout) will be considered regular overtime as appropriate and follow overtime selection procedures. Assignments to cover for officers on sick leave, vacation leave, or personal day leave will follow overtime selection procedures.

## **Section 7 - Probationary Employees**

No employee shall attain seniority rights under this Agreement until he has completed the minimum basic training pursuant to Section 7-294e of the General Statutes of Connecticut and completed the probationary period. During probation neither the Union nor the employee shall have recourse to the grievance and arbitration provision of this Agreement.

## **Section 8 - Recall**

If following a lay-off the employee fails or refuses to notify the Department of his intention to return to work within fourteen (14) calendar days from the date written notice of recall is sent, by certified mail, to his last known address on record with the Department or, having notified the Department of his intent to return to work, fails to report for duty on or before said fourteenth (14<sup>th</sup>) day or the date the position becomes available, which is later, the employee shall lose all seniority rights. Laid-off employees have rights or recall for two (2) years from the effective date of their layoff.

# **ARTICLE XXIII TRAINING**

## **Section 1 - In-Service Training**

The Employer shall make every effort to provide an ongoing program of in-service training for all officers, designed to maintain a high standard of performance and to increase the skills of all officers. Attendance at training sessions may be ordered by the Chief. Decisions by the Chief on employee requests for training should be based on: the effect of the employee's absence, the relationship of the training to the officer's duties, the employee's professional development, and method of financing attendance.

## **Section 2 - Voluntary Training**

Nothing in this Agreement shall prohibit an employee from requesting to attend training on his own time at no expense to the Employer, with the permission of the Chief of Police, which shall not be unreasonably withheld.

### **Section 3 - Training Assignments**

Training seminars/schools which the Department anticipates assigning personnel to shall be posted for one week thus allowing those interested in participating to sign up for the specific seminar/school.

Assignments remain at the discretion of the Chief of Police who shall give due consideration to seniority in the assignment process.

### **Section 4 - Certifications**

The Employer shall ensure that all officers retain their police officer certifications and shall pay any costs associated with the maintaining of this certification.

### **Section 5 - Staff Meetings**

Supervisors attending staff meetings during their off-duty hours shall not be paid according to the overtime provisions of this Agreement but shall receive a minimum of two (2) hours of straight time pay for the meeting. Any time beyond the two (2) hours shall continue to be straight time.

## **ARTICLE XXIV GENERAL PROVISIONS**

### **Section 1 - Use of Private Vehicle**

Employees using their own automobile for official business connected with the East Hampton Police Department will be paid at the per mile rate as set by the IRS when authorized by the Chief. Employees using such vehicle shall furnish proof of liability insurance of the vehicle adequate to meet the requirements established by the Connecticut General Statutes.

### **Section 2 - Leave of Absence**

The Chief, with the approval of the Town Manager, may grant an officer a leave of absence, without pay, for a maximum of sixty (60) days, provided such officer shall not engage in any police or law enforcement type of work during such leave; at the expiration of such leave, he shall be returned to his last previous employment status. Such requests must be submitted in writing to the Chief of Police. Extensions may be granted.

### **Section 3 - Safety Rules and Regulations**

All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the shift officer or the Chief of Police. The Employer shall not require employees to operate vehicles that violate minimum standards as established by the Department of Motor Vehicles or OSHA. In the event of any dispute as to the safety of a vehicle under this section, an

employee shall initially follow all orders and directives of his superiors as to the use of such vehicle and may thereafter file a grievance for violation of this section.

#### **Section 4 - Prohibited Duties**

Employee shall not be permitted to perform the following duties:

1. Shovel Snow
2. Hand Wash Vehicles

Employees shall clean out, gas up and check oil of vehicles at the end of their shift.

#### **Section 5 - Military Leave**

Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence during the time of his annual tour of duty as a member of such reserve component. The Town will pay the employee the difference between his military pay and his regular pay. Regular pay shall not include any overtime.

#### **Section 6 - Vehicle Accidents**

In case of an accident involving a driver of a patrol vehicle, the driver shall not be relieved of duty, sent home or any action taken against him in the absence of the Chief, unless the driver is in violation of Department rules and regulations or until a complete investigation has been made by the Chief and he has actually been found at fault.

#### **Section 7 - Residency**

The Town agrees that it shall make no requirement in regard to residency for employees while this Agreement is in effect.

#### **Section 8 - Unsafe Practices**

The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work.

#### **Section 9 - Personnel Files**

All employees shall have the right to review their personnel files upon reasonable request to the Chief and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request.



### **Section 10 - Contents of Personnel Files**

Employees shall receive a copy of all communications that are to be entered into their personnel files and shall be afforded the opportunity to initial such communications prior to entry. Any communication that is in the nature of a complaint, charge or allegation, for which the Department elected to take no official action, shall be removed from the personnel file. Regardless of removal of any communication these materials shall be made available for any court purposes, to any counsel or representative of the Town who needs to look at them for civil rights matters, to any counsel or other appropriate authority upon disclosure requests that must be honored by the Town in other lawsuits, to any proper request under the Freedom of Information Act, and shall be made available pursuant to any other lawful request the Town must honor. The material shall be available to any insurer, or representative thereof, who may need to look at them for insurance purposes.

### **Section 11 - Boat Patrol**

Qualified bargaining Union members shall be given priority in making assignments to the boat detail. If qualified bargaining unit members are not available, seasonal Lake Patrol Constables shall be given the opportunity to fill the assignment. Officers may “bump” a seasonal Lake Patrol Constable with a twelve (12) hour notice.

### **Section 12 - Pay Day**

The Town agrees that the regular payday is on Thursday.

All bargaining unit employees shall be paid by direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit.

Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

Direct deposit shall be made by noon on Thursday of the applicable pay period. Any change in this schedule shall only be made upon mutual agreement between the Town and the Union. Paychecks will be issued on a biweekly schedule.

Additionally, all employees shall receive pay stubs, W-2, 1095 and federal and state wage reporting forms and information issued by the Town electronically.

### **Section 13 - Workout Room**

The Town agrees to continue to maintain the current workout room in the police department. All equipment contained in the workout room will be maintained by the Town.

**ARTICLE XXV**  
**DISCIPLINARY ACTION**

**Section 1 - Just Cause**

No officer who has completed his/her probationary period shall be disciplined (verbal warning memorialized in writing, written warning, suspended without pay or discharged) without just cause.

**Section 2 - Disciplinary Hearing**

An employee suspended or removed from duty by the:

- A. Chief or his agent shall be notified in writing no less than forty-eight (48) hours prior to a preliminary hearing regarding the suspension.
- B. At said preliminary hearing, which shall be closed to the public, said employee shall be advised of the reason(s) for the disciplinary action taken or intended disciplinary action to be taken by the Chief or his agent.

**Section 3 - Union Activity**

No permanent officer shall be suspended, discharged or penalized solely because of lawful activity on behalf of, and authorized by, the Union.

**Section 4 - Officer Indemnification**

In the event that an officer is named a defendant in a civil action claiming damages for false arrest, imprisonment, injuries, or death occurring during the performance of his official duties and within the scope of his employment and not resulting from his willful, wanton or unauthorized act, the Town shall provide legal counsel to defend such lawsuit and shall pay any final judgment obtained therein against such officer. The Town shall not pay for any personally retained counsel. Additionally, the Employer shall pay any bonds required to clear an officer's assets.

**Section 5 - Settlement of Suits**

In the event of a settlement of any civil suit involving an officer, the Employer shall provide the officer with a copy of any release obtained.

**ARTICLE XXVI**  
**GRIEVANCE PROCEDURE**

**Section 1 - Purpose**

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practicable, so as to insure efficiency and employee morale.

**Section 2 - Definition**

A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with the specific violation of Department rules and regulations pertaining to mandatory subjects of collective bargaining or the misapplication or misinterpretation of specific terms of the articles and sections of this Agreement.

For purposes of this Article, days shall be defined as working days, excluding Saturdays, Sundays and holidays.

**Section 3 - Procedure**

Any employee may use the grievance procedure up to Step 1 with or without Union assistance. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

**Step 1**

Any employee or the Union within fifteen (15) days from the occurrence that is the basis of the grievance or within fifteen (15) days from when the employee or the Union knew or should have known of the occurrence (whichever is sooner) shall reduce the grievance to writing and submit it to the Chief of Police or his designee who shall use his best efforts to settle the dispute. The Chief's or his designee's decision shall be submitted in writing to the employee and the Union within fifteen (15) days of the receipt of the grievance, excluding any days the Chief is on vacation or sick leave.

**Step 2**

If the Union is not satisfied with the decision rendered by the Chief of Police or his designee, the Union may submit the grievance in writing within fifteen (15) days to the Town Manager. Within fifteen (15) days after receiving the grievance, the Town Manager shall render his decision in writing to the Union and the employee.

**Step 3**

If the Union is not satisfied with the decision rendered by the Town Manager and elects further processing, it may within fifteen (15) days after receipt of this reply, proceed to file the grievance with the Connecticut State Board of Mediation and Arbitration. The decision rendered by the

arbitrator or arbitrators shall be final and binding upon the parties and it shall be implemented within fifteen (15) days of receipt of the decision. The decision of the arbitrator or arbitrators, if applicable, shall not alter this Agreement in any manner. Neither party waives its rights to appeal the decision under the Connecticut General Statutes.

#### **Section 4 - Meetings on Grievances**

Nothing in this Article shall prohibit the parties from mutually arranging informal meeting at any step of the grievance procedures.

#### **Step 5 - Recording of Minutes or Testimony**

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure, provided that any costs incurred through the use of a public stenographer recording device shall be borne by the party employing same.

#### **Section 6 - Police Union as Complainant**

The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

#### **Section 7 - Responses**

If a grievance is not submitted within the prescribed time limit as herein stated, it shall be deemed settled. If the Town fails to render its decision on a grievance within the time limits specified, such grievance shall be processed to the next step.

### **ARTICLE XXVII DETECTIVE POSITION**

#### **Section 1**

The Chief may, at his or her discretion, create and fill a detective position within the bargaining unit. Such position shall be filled for a limited period, shall not be deemed a promotion, and may not be filled at times. Notwithstanding other provisions of this Agreement to the contrary, the following terms and conditions shall apply to the detective position:

#### **Section 2**

Appointment to the position of detective shall be governed by the following:

- A. The normal work week of the detective shall be Monday through Friday. The normal work hours for the detective shall be forty (40) hours per work week with the schedule of the hours determined by agreement between the Chief and the detective, provided a detective's hours and weekly schedule may be changed at the Chief's directive. All hours worked outside the normal eight (8) hour day or

forty (40) week of the detectives must be approved by the Chief and shall be paid at time and one-half (1½). Call-out for case investigations must be approved by the Chief. Except in the case of emergency as determined by the Chief, all holidays shall be time off and shall be paid at the regular rate.

- B. The applicant must have at least five (5) years experience as an East Hampton police officer, excluding time spent in P.O.S.T. and time as a certified officer in another municipality or other law enforcement agency.
- C. The applicant must be below the rank of Sergeant and submit a letter of interest and resume.
- D. The successful candidate must not have held the position of detective within two years previous to the posting unless no other qualified candidate had applied.
- E. In filling the position, the Chief shall consider performance, input, if requested, from the applicant's supervisor and seniority.
- F. Assignment to the detective position shall be rotated through officers in the department, and no officer will be reassigned to the position until all officers in the department below the rank of Sergeant have held the assignment or have refused the assignment, unless a potential or actual applicant's performance is deemed by the Chief to have disqualified him or her from the position. The Chief, at his or her sole discretion, may deem a refusal to accept an appointment as disqualifying the officer from the current list of rotating officers.

### **Section 3**

Officers will be appointed to the position on a voluntary basis except in the cases of temporary need or emergency. Each detective assignment shall be for a period of two to four years. The officer assigned to the position will be subject to a probationary period of sixty (60) days. Should the officer not pass the probationary period, he or she will be returned to his or her former position, and a decision of the Chief to take such action shall not be subject to the grievance procedure or binding arbitration under Article XXVII of this Agreement, the officer assigned to the position may opt out of the assignment with at least thirty (30) days notice to the Chief, but the initial assignment shall be deemed an appointment within the rotation. The Chief may waive this notice require and the disqualification from the rotation at his or her sole discretion.

### **Section 4**

- A. The normal work hours of the detective shall be one of the following two schedules alternated on a bi-weekly basis: (i) 9:00 a.m. to 5:00 p.m. Monday through Friday, and (ii) 12:00 p.m. to 8:00 p.m. Monday through Friday. However, such hours and weekly schedule may be changed at the Chief's directive or with his or her approval in unusual circumstances or to suit specific

cases under investigation. All hours worked outside the normal eight (8) hour day or forty (40) week of the detectives must be approved by the Chief and shall be paid at time and one-half (1½). Call-out for case investigations must be approved by the Chief. Except in the case of emergency as determined by the Chief, all holidays shall be time off and shall be paid at the regular rate.

- B. The detective will be eligible for overtime work falling outside his or her shift in accordance with the terms of this agreement. When the detective works overtime on regular officer work, the detective pay differential shall not apply.

**Section 5**

An officer assigned to the detective position shall continue to accrue seniority in his or her former position, and such seniority shall be considered for the purposes of all contractual benefits related to seniority such as promotion and vacation schedule.

**Section 6**

An appointment to the detective position shall not be considered for the purposes of fulfilling the minimum staffing requirements of this Agreement.

**Section 7**

An officer assigned to the detective position shall receive an hourly differential of one dollar (\$1.00) above his or her applicable rate. In addition to the uniform and cleaning allowance provided in this Agreement, each officer appointed to the position of detective, except an officer appointed to a consecutive term, shall receive a one-time clothing allowance of six hundred dollars (\$600.00) for the purchase of appropriate civilian clothing as approved by the Chief.

**ARTICLE XXVIII  
DURATION**

This contract shall be effective July 1, 2023 and shall remain in full force and effect through June 30, 2026.

**FOR THE TOWN OF EAST HAMPTON  
BY THE TOWN COUNCIL**

**EAST HAMPTON POLICE UNION,  
LOCAL #2407, COUNCIL 4, AFSCME,  
AFL-CIO**

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A – WAGES**

<b><u>PATROL</u></b>	<b>3.0%</b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b>2023-2024 (retroactive)</b>	<b>Hourly</b>	\$32.8684	\$33.3224	\$33.5853	\$35.4372	\$38.2808	\$41.4111
	<b>Yearly</b>	\$68,366.34	\$69,310.69	\$69,857.43	\$73,709.41	\$79,624.05	\$86,135.13
<b><u>PATROL</u></b>	<b>3.0%</b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b>2024-2025</b>	<b>Hourly</b>	\$33.8545	\$34.3221	\$34.5929	\$36.5003	\$39.4292	\$42.6535
	<b>Yearly</b>	\$70,417.33	\$71,390.01	\$71,953.16	\$75,920.69	\$82,012.77	\$88,719.18
<b><u>PATROL</u></b>	<b>3.0%</b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b>2025-2026</b>	<b>Hourly</b>	\$34.8701	\$35.3518	\$35.6306	\$37.5953	\$40.6121	\$43.9331
	<b>Yearly</b>	\$72,529.85	\$73,531.71	\$74,111.75	\$78,198.31	\$84,473.15	\$91,380.76



**APPENDIX A – WAGES**

<u>SERGEANT</u>		<u>Start</u>	<u>6 Months</u>	<u>Upon Completion of 5 years as a Sergeant</u>
<b>2023-2024 (retroactive)</b>	<b>Hourly</b>	\$43.3945	\$44.7685	\$46.5726
	<b>Yearly</b>	\$90,260.47	\$93,118.39	\$96,870.95
<u>SERGEANT</u>		<u>Start</u>	<u>6 Months</u>	<u>Upon Completion of 5 years as a Sergeant</u>
<b>2024-2025</b>	<b>Hourly</b>	\$44.6963	\$46.1115	\$47.9698
	<b>Yearly</b>	\$92,968.28	\$95,911.94	\$99,777.08
<u>SERGEANT</u>		<u>Start</u>	<u>6 Months</u>	<u>Upon Completion of 5 years as a Sergeant</u>
<b>2025-2026</b>	<b>Hourly</b>	\$46.0372	\$47.4949	\$49.4088
	<b>Yearly</b>	\$95,757.33	\$98,789.30	\$102,770.40

**A PATROL OFFICER ASSIGNED TO THE DETECTIVE POSITION SHALL RECEIVE A ONE DOLLAR (\$1.00) PER HOUR INCREASE DURING WORK AS A DETECTIVE.**

**APPENDIX A - CONTINUED**

**LONGEVITY PAY**

Longevity Pay, as noted in this Appendix, will be paid annually, after the employee meets the service requirement:

5 Years of Service (less than 10)	\$350.00
10 Years of Service (less than 15)	\$500.00
15 years of Service (less than 20)	\$650.00
20 Years of Service (less than 25)	\$800.00
25 Years of Service	\$950.00

Employees hired on or after March 1, 2014 shall not be eligible for longevity pay.

## APPENDIX B

### Town of East Hampton Retirement Income Plan Plan Highlights Police

This is a summary of the major features of the Plan and reflects all amendments as of June 27, 2023:

#### **Definitions:**

- Earnings:** Compensation reported was wages for federal income tax purposes (excluding private duty for bargaining unit employees hired on or after July 1, 2017), subject to IRS compensation limit.
- Final Earnings:** Highest average earnings (excluding private duty for bargaining unit employees hired on or after July 1, 2017), based on sixty (60) consecutive months during the last ten (10) years before the specific date of retirement or termination of employment.
- Service:** All years of employment with the Town from date of hire to date of retirement, termination or death. Measured in whole years and full months.
- Credited Service:** All years of Service as a plan participant making contributions. Credited Services is measured in whole years and full months.
- Normal Form of Annuity:** Single - Modified Cash Refund Equivalent of a life annuity with a guaranteed return of your contributions.  
Married - 50% Joint & Survivor.
- Optional Forms of Annuity:** Contingent Annuity Option provides for reduced payments over your lifetime. Upon your death, 100%, 66 2/3% or 50% of your monthly benefit may be paid to your beneficiary.  
10 Year Certain & Life Option provides for reduced payments over your lifetime. If your death occurs within the first 10 years of your retirement date, payments in the same amount will continue to your beneficiary for the balance of the 10-year period only. Should your death occur after the 10 years following retirement, no further dates are due.
- Normal Retirement Date:** For officers hired prior to July 1, 2017, the earlier of age 55 with 10 years of service or the completion of 20 years of service. For officers hired on or after July 1, 2017, the earlier of age 55 with 10

years of service or the completion of 25 years of service. Prior to 7/1/1991, the service requirement was 25 years.

**Pension Benefits**

- Eligibility: Making periodic employee contributions to the plan.
- Benefit Formula: 2.5% of average earnings multiplied by years of credited service.
- Early Retirement Eligibility: Age 55 with 10 years of service.
- Early Retirement Benefit: Benefit accrued to date of retirement or termination, reduced by 7.2% per year for the first 5 years early and 3.6% per year for the remaining years.
- Vesting Schedule: Retirement benefits are 50% vested after 5 years, with 10% increase for each year thereafter to a maximum of 100% with 10 years. Benefits are 100% vested at Normal Retirement.
- Termination with Vested Rights: Participants who are at least 50% vested and withdraw their employee contributions at termination retain a portion of their Employer provided benefit reduced to reflect the employee's contribution withdrawal.

**Supplemental Benefits:**

- Pre-retirement Death Benefit Eligibility: Death while an active employee.
- Benefit Formula: The present value of 50% of the retirement benefit accrued to date of death, payable as a lump sum or monthly annuity.
- Disability Benefit Eligibility: Permanent and total disability of an active participant after the completion of ten years of service.
- Benefit Formula: Retirement benefit accrued to date of disability. If disability is deemed job related, the benefit is minimized at 50% of current pay at the date of disability.
- Employee Contributions Amount: 8.0% of earnings for each contract year of this Agreement.
- Bargaining unit employees hired on or after July 1, 2017 shall contribute 10.0% of earnings for each contract year of this

Agreement.

Interest Credited: 5% per annum

Death Benefit: Single-Preretirement: Refund of employee contributions with interest to date of termination or death.

Married: Pre-retirement: 50% of Joint & Survivor coverage.

Post Retirement: Excess of participant contributions with interest over annuity payments received to date of death, unless another form of benefit becomes payable to the beneficiary based on the form of annuity elected at the time of retirement.

**APPENDIX C**  
**EAST HAMPTON POLICE DEPARTMENT**  
**DRUG and ALCOHOL-FREE WORKPLACE POLICY**

**PURPOSE**

As a part of its commitment to safeguard the health and safety of its employees and the residents of the Town of East Hampton (the “Town”), and to promote a drug-free working environment, the Town, the Police Chief and the members of the East Hampton Police Union, Local #2407, Council 4 AFSCME, AFL-CIO have agreed to establish this policy relating to the illegal use of drugs and/or being under the influence of drugs or alcohol while on duty by Town uniformed employees. This program is intended to as closely as possible follow the Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, which shall be a guideline for this policy. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of services provided.

**SCOPE**

All uniformed Police personnel, permanent or probationary employees, including the Police Chief, employed by the Town are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Any employee in doubt of the procedures applicable to his/her situation may contact the Director of Human Resources for clarification.

**POLICY**

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

**DEFINITIONS**

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

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

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

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

**East Hampton Police Department Motor Vehicle:** A motor vehicle or combination of motor vehicles in commerce to transport East Hampton Police Department employees. Such motor vehicles shall include Police Department vehicles, vehicles from other Town departments, leased and/or rented vehicles operated by Town uniformed employees to transport East Hampton Police Department employees.

**Confirmation Test:** In drug testing, a second analytical procedure, performed in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, used specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. In alcohol testing, a second test following a screening test with a result of .04 or greater that provides quantitative date of alcohol concentration.

**Covered Employees:** All uniformed, permanent or probationary employees, including the Police Chief, employed in the East Hampton Police Department.

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

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

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

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

**Safety Sensitive Function:** Any function that affects the safety of employees and the safe operation of East Hampton Police Department motor vehicles including but not limited to the following:

- Any time that an East Hampton Police Department employee is on duty.

**Screening Test:**

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

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

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

**Drug Free Workplace Dissemination**

- A. The Town will provide a general one-time notice to all East Hampton Police Department employees notifying them that this policy applies to all uniformed Police personnel, permanent or probationary employees, including the Police Chief, employed by the Town and that the Town prohibits its employees covered by this policy from illegally or improperly using, possessing, selling, manufacturing, or distributing drugs on its’ property, or while its employees are at work; that it is against Town policy to report to work or to work under the influence of drugs or alcohol; and that it is a condition of employment to refrain from illegally using drugs, or alcohol on the job, or abusing legal drugs on or off the job such that it affects their performance, and that a drug testing program is being implemented. No less than one hundred twenty (120) days will elapse between the notice and any employee drug testing implemented pursuant to this policy.
- B. Prior to implementation and testing either East Hampton Police Department employees or applicants for Department positions, such individuals will be given a copy of this policy, a summary of the drugs which may alter or affect a drug test, a list of local employee assistance programs and a list of local alcohol and drug rehabilitation programs. All East Hampton Police Department employees who are covered by this policy will attend training which is mutually accepted by the Union and the Town with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and



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

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

## **PROHIBITED CONDUCT ON DUTY PROGRESSIVE ACTION FOR VIOLATIONS**

- 1) Discipline in accordance with the "progressive action for violations" section of this policy can be imposed only for the illegal use of or being under the influence of controlled substances or alcohol while on-duty.
- 2) A blood alcohol level of .04 or greater is prohibited during the performance of any safety sensitive function. An employee with a test result showing a blood alcohol level less than .04 will not be considered in violation of this policy for disciplinary reasons.
- 3) The performance of any safety sensitive function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely drive an East Hampton Police Department vehicle or perform the employee's duties.
- 4) Refusal to submit to a drug or alcohol test, administered in strict compliance with this policy is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following:
  - a. An adequate and complete sampling, except in medically documented cases of "shy bladder syndrome."
  - b. Assistance in completing the required documentation for chain of custody.
  - c. Marking and sealing the specimen.
- 5) It is a violation of this policy to report to work under the influence of alcohol. Discipline, in accordance with the "progressive action for violations" section of this policy, can only be imposed if the employee actually reports for duty with a blood alcohol level of .04 or greater.

## **EMPLOYEES SUBJECT TO TESTING & TYPES OF SUBSTANCES**

All uniformed, permanent or probationary employees, including the Chief employed in the East Hampton Police Department will be subject to this Drug and Alcohol-Free Workplace Policy.

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

- 1) Marijuana
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates
- 5) Phencyclidine (PCP)

## **TESTING**

### **1) Pre-employment Testing:**

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

### **2) Reasonable Suspicion Testing:**

- A. When “reasonable suspicion” is determined indicating that an employee is using and/or under the influence of drugs or alcohol, the employee will be tested pursuant to procedures set forth in this policy. “Reasonable suspicion” of using and/or being under the influence of drugs or alcohol will be based on specific, contemporaneous, articulable and objective facts such as, behavior, speech or body odors.
- B. An employee tested under “reasonable suspicion” shall be placed on paid administrative leave until such time as the MRO determines the result of the test. In the event the test is negative, the employee shall be made whole for any monetary loss.
- C. Circumstances which constitute a basis for determining reasonable suspicion are one (1) or more of the following:
  - 1 Direct observation of controlled substance and/or alcohol use;
  - 2 The employee’s body shows evidence of controlled substance use (e.g., track marks);
  - 3 The employee is found to be in possession of a controlled substance or alcohol while on duty;
  - 4 Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
  - 5 An unusual or suspicious pattern of sick leave usage;
  - 6 Information which is provided by a reliable and credible source;
  - 7 The presence of symptoms of controlled substance or alcohol use (e.g., odor of alcoholic beverage, glassy or blood shot eyes, slurred speech, poor coordination and/or reflexes, etc.

8 The occurrence of repeated, multiple on-the-job accidents or injuries.

- D. The required observations for alcohol and/or controlled substance reasonable suspicion testing shall immediately be reported to or made by a supervisor who is trained in the detection of alcohol and/or controlled substance use.
- E. The supervisor shall report the basis for his/her reasonable suspicion in writing to the Police Chief. The Police Chief shall decide whether to direct the employee to testing. All supervisors initiating reasonable suspicion testing will be required to detail in writing the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee.
- F. If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he/she shall immediately notify the individual's superior officer in the chain of command. The employee believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

### **3) Post Motor Vehicle Accident Testing:**

- A. The operator may be tested for controlled substances, illegal drugs and/or alcohol if the employee was involved in an accident while performing a safety sensitive function with respect to that vehicle (including any accident at the Police station). All testing under this subsection shall be done in accordance with applicable DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations, as determined by the investigating police officer/State Trooper. In the event that DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations do not apply to an accident involving the employee, the employee may be tested if there is reasonable suspicion that the employee is under the influence of and/or using drugs or alcohol, as set forth under Section 2 herein.
- B. Any bargaining unit employee who is subject to post accident testing shall remain on administrative leave and be paid until he returns to the Police station, except in the event that the employee is admitted to the hospital (beyond admission to the emergency room). Under such circumstances, the employee shall be paid through the end of his/her shift.

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

### **4) Return to Duty Testing:**

- A. Before an employee who has violated this policy concerning alcohol returns to duty requiring the performance of a safety sensitive function, the employee shall undergo

a return to duty alcohol test with a result indicating a blood alcohol level of less than .04. The bargaining unit employee shall be paid from the time the employee leaves for the drug test until the test is administered.

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

## **5) Random Drug Testing**

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

## **PROGRESSIVE ACTION FOR VIOLATIONS**

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

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant (“EAP consultant”) selected and paid for through the employee’s health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee’s continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6)

times within the first twelve (12) months and four (4) times within the next twelve (12) months.

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

In the event that an employee's alcohol test contains a blood alcohol level of .04 to .079, the following procedure will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

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

- On the first occasion, the employee shall receive a three (3) day suspension from work without pay and shall commence a rehabilitation program under the supervision of a

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

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

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

In order to encourage successful rehabilitation, whenever an employee successfully completes: (1) the recommended rehabilitation program; (2) the follow-up testing; and (3) has no further incidents for a period of thirty (30) months from the date of the last positive test, the record of the incident shall be removed from the employee’s personnel file and placed in his/her medical file and shall not be used as part of any subsequent discipline.

## **VOLUNTARY DISCLOSURES**

The Town of East Hampton believes that successful rehabilitation depends on an employee’s willingness to rehabilitate and the admission that a problem exists. Therefore, the Town will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. Any employee who voluntarily discloses that he has a problem with drug or

alcohol dependency and seeks assistance, will not be disciplined and will be afforded an opportunity to utilize his/her accrued sick time to achieve his/her goal of rehabilitation.

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

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

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

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

Upon reinstatement, an employee with previous drug and/or alcohol dependency shall submit to drug and alcohol testing bi-monthly for the first twelve (12) months and quarterly for the next twelve (12) months. The employee must submit to drug and alcohol testing at the time stated in the notice. Failure to do so shall be deemed evidence of the use of an illegal drug or alcohol. A positive test (within two (2) years) after reinstatement is just cause for discharge and shall result in the employee's discharge.

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

## **ALCOHOL & DRUG TESTING PROCEDURES**

- 1) Alcohol testing will be performed by using Evidential Breath Testing (hereafter EBT) devices approved by the NHTSA. The test will be conducted by a Breath Alcohol Technician (hereafter BAT). Two (2) breath tests will be required to determine if a person has a prohibited alcohol concentration. If the first test result is less than .04 the test will be considered negative. If the test shows an alcohol concentration of .04 or

greater, a second confirmation test will be conducted. The second test result will determine what action if any need be taken.

- 2) In order to ensure that an EBT is working properly, the BAT will run an air blank test which shows a reading of zero before a test is performed. A fifteen (15) minute waiting period is required between the screening and confirmation test. The BAT will run an air blank test which shows a reading of zero before the confirmation test is performed.
- 3) Drug testing will be performed by providing a urine sample at a site to be determined by both parties and meets the requirements of the DOT 49CFR part 40 and The Department of Health and Human Services.
- 4) Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those laboratories certified by the federal government, and the Department of Health and Human Services and that have these procedures in place will be used.
- 5) All personnel subject to testing shall present proper identification upon appearing at the laboratory.
- 6) Once the urine specimen is collected, it will be forwarded to the laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall use the EMIT Immunoassay Process. If the test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique.
- 7) The testing facility will be continuously bound to make provisions to properly preserve, store and secure an aliquot of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. This independent confirmation will be authorized by the employee, using the lab of his/her discretion. Any employee requesting a testing of the split sample, must do so within seventy (72) hours, provided the employee is properly notified by the MRO. Also, the Laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab in the urine sample provided by the employee.
- 8) Only confirmed positive results are reported. The Human Resource Director shall be notified immediately following a positive test result. The Human Resource Director is the only person to be notified of a positive test.
- 9) The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint. The chain-of-custody procedure must be stringent and confidential in all phases of the process:



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

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

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

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

#### **COMPENSATION OF EMPLOYEE**

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

#### **RIGHT OF UNION PARTICIPATION**

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

#### **CHANGES IN TESTING PROCEDURES**

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

## **OTHER**

If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he shall immediately notify the individual's superior officer in the chain of command. The individual believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

Any employee who has begun the process set forth under this policy by notifying a superior officer that an employee of the East Hampton Police Department appears to be under the influence of illegal drugs or alcohol, he/she shall submit in writing within twenty-four (24) hours, a confidential report of the physical, behavioral, and performance indicators observed which shall be considered within this process. Failure to follow any of these procedures in this policy shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed, and no discipline shall be levied against the employee.

In the case involving the Police Chief, the Town Manager will be notified, and the reasonable suspicion portion of this policy will be followed.

## **INDEMNIFICATION OF UNION**

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

## **CONFIDENTIALITY**

Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violation of this confidence will subject the violator to disciplinary action. It is also recognized that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action. Nothing shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against their accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process. The Town will be required to keep the results confidential, and it shall not be released to the public, unless ordered by the courts.

## **CONTACT PERSON**

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

## **CONFLICT**

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

## Appendix D

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

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



# **TOWN OF EAST HAMPTON STREET STANDARDS**

**\*\*\*EXCERPT\*\*\***

**Showing proposed  
changes regarding  
private roads**

**10/5/2023**

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## 01. GENERAL REQUIREMENTS

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### 01.01 Introduction

The following document shall be known as the East Hampton Street Standards, Town of East Hampton, Connecticut.

The adoption of these Standards is for the purpose of promoting the public health, safety and welfare; to ensure protection of the public against the dangers of unsafe road; to ensure protection of the use, value and enjoyment of premises adjoining roads; and to ensure the protection of the Town against costs and expenses in the repair and maintenance of roads after acceptance which are avoidable through careful planning, appropriate design and competent construction. These Standards are and have been adopted pursuant to the East Hampton Road Ordinance and pursuant to the authority conferred upon the Council by Section 13a-71 of the Connecticut General Statutes.

### 01.02 Use of Standards

The East Hampton Street Standards shall govern the construction and improvements of all roads, drainage structures, appurtenances, and bridges presented or designed to be presented for acceptance and maintained by the Town of East Hampton. As applicable, these Standards are also to be used in conjunction with work within Town right-of-ways and for work required as a result of an approved subdivision or site plan from the East Hampton Planning and Zoning Commission.

### 01.03 General Prohibitions

#### 01.03.01. *Use of Land as a Road (Public)*

No person(s) owning land within the Town shall permit the same to be used by the public as a road.

#### 01.03.02. *Use of Land as a Road (Private)*

No person(s) owning land within the Town shall permit same to be used by any person as a road, other than a driveway, which connects with any Town road unless he shall erect and maintain at all such intersections with a Town road either:

1. Gate - a gate or other obstruction effectively barring the public from using such road; or,
2. Sign - a conspicuous sign, facing the Town road, clearly stating in bold letters that such road is a private way and is not open to the public.

Construction of Road (Public) - No person shall commence construction of any road which is then intended to be opened, at any future time, to the public unless approval of the location, layout, design and construction plans therefore shall have been previously granted by the Town.

Construction of Road (Private) - No person shall commence construction of any road, other than a driveway, which is not then intended to be opened to the public unless he shall:

1. Notify the Town - Previously notify the Town in writing of his intention to commence such construction stating:
  - a. That such proposed road is not intended to be opened to the public or offered for acceptance as a Town road;
  - ~~a-b.~~ The name of the owner(s) of the land upon which such proposed road is to be constructed;

- ~~c.~~ The location and layout off such proposed road specifying any Town road or roads with which such proposed road will connect;
- ~~d.~~ That such road will be constructed to fully meet these Standards, including the minimum cross section of the traveled portion of the roadway.
- ~~e.~~ That such road construction will be inspected by a third party engineering or testing firm appropriately licensed and/or certified in Connecticut in accordance with these Standards.
- ~~b.f.~~ That the adjacent parcel owners will bear the responsibility for ongoing operation, maintenance, repair and replacement of the road and associated facilities along with a statement of the plan for meeting the financial obligations of the aforementioned activities.
- ~~e.a.~~ That such proposed road is not intended to be opened to the public or offered for acceptance as a Town road;

- 2. Gate or Sign - Erect and maintain at all intersections with any Town road either:
  - a. A gate or other obstruction effectively barring the public from using such road; or,
  - b. A conspicuous sign, facing the Town road, clearly stating in bold letters that such road is a private way and is not open to the public.

#### 01.04 References

The State of Connecticut, Department of Transportation's "Standard Specifications for Roads, Bridges and Incidental Construction"; Form 814A, 1995 issue, (or latest edition and any subsequent supplements or issues), shall be considered part of these Standards. Engineers and contractors working on projects in the Town of East Hampton shall be expected to have a copy available for their reference.

Other references, as noted in such section of these specifications, are frequently utilized in design and construction in Connecticut. The listing of these references is not intended to limit the use of other acceptable design and construction methods.

#### 01.05 Standard and Alternate Designs

##### *01.05.01 Design Standard*

These Standards shall be considered to be the minimum design standards acceptable and the Town Council shall have the right to vary these requirements as the situation dictates.

No road constructed for private use may be presented to the Town for acceptance at any time after the effective date of these Standards, unless constructed in accordance with these Standards.

These Standards are intended to provide for the best possible design and construction of public improvements in terms of service, safety, economy, and ease of long-term maintenance. The Standards take into consideration the average conditions encountered within the Town of East Hampton. Special designs are expected to be prepared for projects where unusual or extreme conditions are encountered.

##### *01.05.02 Standard Drawings*

- Typical Street Cross-Section Layout - Curbing
- Typical Street Cross-Section Layout - Surface Drainage
- Turnaround Layout
- Improvement to Existing Street
- Existing Street Pavement Repair
- Typical Underdrain Detail



# **TOWN OF EAST HAMPTON STREET STANDARDS**

**PROPOSED REVISIONS**

Showing changes  
proposed 10/5/2023



Town of East Hampton

Adopted: November 25, 1986  
Revised: January 10, 1991  
September 24, 1991  
November 24, 1994  
August 1, 1995  
June 13, 2000  
October 2003  
May 11, 2021

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#### 01.03.02. *Use of Land as a Road (Private)*

No person(s) owning land within the Town shall permit same to be used by any person as a road, other than a driveway, which connects with any Town road unless he shall erect and maintain at all such intersections with a Town road either:

1. Gate - a gate or other obstruction effectively barring the public from using such road; or,
2. Sign - a conspicuous sign, facing the Town road, clearly stating in bold letters that such road is a private way and is not open to the public.

Construction of Road (Public) - No person shall commence construction of any road which is then intended to be opened, at any future time, to the public unless approval of the location, layout, design and construction plans therefore shall have been previously granted by the Town.

Construction of Road (Private) - No person shall commence construction of any road, other than a driveway, which is not then intended to be opened to the public unless he shall:

1. Notify the Town - Previously notify the Town in writing of his intention to commence such construction stating:
  - a. That such proposed road is not intended to be opened to the public or offered for acceptance as a Town road;
  - ~~a-b.~~ The name of the owner(s) of the land upon which such proposed road is to be constructed;

- c. The location and layout off such proposed road specifying any Town road or roads with which such proposed road will connect;
- d. That such road will be constructed to fully meet these Standards, including the minimum cross section of the traveled portion of the roadway.
- e. That such road construction will be inspected by a third party engineering or testing firm appropriately licensed and/or certified in Connecticut in accordance with these Standards.
- b.f. That the adjacent parcel owners will bear the responsibility for ongoing operation, maintenance, repair and replacement of the road and associated facilities along with a statement of the plan for meeting the financial obligations of the aforementioned activities.
- ~~c.a.~~ ~~That such proposed road is not intended to be opened to the public or offered for acceptance as a Town road;~~

- 2. Gate or Sign - Erect and maintain at all intersections with any Town road either:
  - a. A gate or other obstruction effectively barring the public from using such road; or,
  - b. A conspicuous sign, facing the Town road, clearly stating in bold letters that such road is a private way and is not open to the public.

#### 01.04 References

The State of Connecticut, Department of Transportation's "Standard Specifications for Roads, Bridges and Incidental Construction"; Form 814A, 1995 issue, (or latest edition and any subsequent supplements or issues), shall be considered part of these Standards. Engineers and contractors working on projects in the Town of East Hampton shall be expected to have a copy available for their reference.

Other references, as noted in such section of these specifications, are frequently utilized in design and construction in Connecticut. The listing of these references is not intended to limit the use of other acceptable design and construction methods.

#### 01.05 Standard and Alternate Designs

##### *01.05.01 Design Standard*

These Standards shall be considered to be the minimum design standards acceptable and the Town Council shall have the right to vary these requirements as the situation dictates.

No road constructed for private use may be presented to the Town for acceptance at any time after the effective date of these Standards, unless constructed in accordance with these Standards.

These Standards are intended to provide for the best possible design and construction of public improvements in terms of service, safety, economy, and ease of long-term maintenance. The Standards take into consideration the average conditions encountered within the Town of East Hampton. Special designs are expected to be prepared for projects where unusual or extreme conditions are encountered.

##### *01.05.02 Standard Drawings*

- Typical Street Cross-Section Layout - Curbing
- Typical Street Cross-Section Layout - Surface Drainage
- Turnaround Layout
- Improvement to Existing Street
- Existing Street Pavement Repair
- Typical Underdrain Detail

Typical Curtain Drain Detail  
Typical Timber Guiderail Detail  
Sidewalk Detail  
Residential Driveway Detail - Curbing  
Residential Driveway Detail - Surface Drainage

*01.05.03      Alternate Designs*

Alternate designs for proposed improvements maybe submitted to the Town Council or its authorized agent. However, the Town Council is under no obligation to approve any variations of the design standards as set forth in these Standards.

01.06    Validity

If any section, paragraph, subdivision, clause, or provision of this set of Street Standards be adjudged invalid or unconstitutional for any reason, such adjudication shall apply only to the section, paragraph, subdivision, clause, or provision upon which such adjudication is based, and the remainder of the Street Standards shall be deemed to be and shall continue to be valid and in full force and effect.

01.07    Enforcement

It shall be the duty of the Town Council or its duly authorized agent(s) to enforce the provisions as set forth in these East Hampton Street Standards.

## **02. PLAN REQUIREMENTS**

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The following plans, drawings and data shall be submitted for approval prior to the clearing or grading of any land and/or construction of any roadway or improvement:

1. The accurate layout of existing and proposed streets, easements or right-of-way, including those for utilities, sanitary sewers, drainage systems either on or off-site, with accurate bearings and distances including length, radii and central angle of all curves;
2. Accurate location of required monuments will be shown with accurate references based on traverses between U.S.C.G.S. monuments. When monuments are set, they are to have coordinates marked thereon;
3. The location of all existing and proposed storm water sewers, catch basins, manholes, bridges, and culverts. Pipe sizes and invert elevations of all drainage structures shall be shown together with outfall into existing sewers or natural water courses;
4. Road profiles, showing accurate existing and finished grades, cross-sections and other detailed road construction plans, including drainage structures and other utilities such as sanitary sewers, water and all other underground utility lines.
5. Watershed data and calculations for the design of drainage structures

The above shall be prepared by a professional engineer, registered in the State of Connecticut and in the case of subdivision roads, shall be submitted for approval to the Planning and Zoning Commission.

Upon final approval of the above-listed submissions for any proposed roadway and auxiliary structures, four (4) copies of said documents will be required for filing with the Planning and Zoning Commission. After completion and approval of all work, one (1) copy of "as-built" drawings shall be filed with the Town, Director of Public Works, Planning Department and Town Engineer.

### **03. STREET CONSTRUCTION ADMINISTRATION REQUIREMENTS**

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#### 03.01 General

A pre-construction conference shall be set by the road builder and shall be held with the Town Engineer, Director of Public Works, Contractor and Builder representative(s) present prior to construction start-up. At this time a schedule showing completion target dates for the various phases of work shall be submitted to the Town Engineer and Director of Public Works.

Should a construction project be bonded, the bond(s) in an amount and form approved by the appropriate agencies and commissions shall be posted prior to the commencement of construction.

The Director of Public Works shall be provided with the following names, addresses, and phone numbers:

1. Applicant's representative
2. Project engineer
3. Contractor's superintendent
4. Contractor's foreman (for various phases of work)

The following information on materials shall be submitted to the Director of Public Works:

1. Pipe manufacturer's name and address
2. Precast concrete utility structure manufacturer's name and address
3. Bituminous concrete paving firm's name and address
4. Laboratory test results for road base material
5. Laboratory test results for road sub-base material
6. Letter indicating that bituminous concrete plant is certified by CT DOT

When tying into an existing road, the Project Engineer shall notify the appropriate representatives to insure that existing utilities can be properly located thus reducing the chance of damaging utility lines.

The Director of Public Works shall be notified forty-eight (48) hours in advance of placing storm drains, road base material and bituminous concrete.

The builder shall be required to submit Samples and certifies laboratories reports to the Town documenting the conformance of certain construction materials with the specifications included in these regulations. The applicant shall not be permitted to place, or to have delivered to the project site, any materials for which approvals have not been granted by the Town. Any approvals granted by the Town on the basis of certified laboratory reports shall be conditional upon the tested sample being representative of all such materials utilized for construction. The Town shall reserve the right at any time during the course of construction, for whatever reason, to have additional materials testing conducted. Should the results of such testing find that the materials to no conform to specifications, then such materials shall be removed and replace with conforming materials at the applicant's expense. The applicant shall be required to reimburse the Town for the cost of any such testing only if the results prove that the materials tested to not conform to required specifications.

Samples and/or verified laboratory reports shall be submitted for the following materials:

1. Rolled Granular Base – A sieve analysis for conformance with the State Standard Specification Section M.02.05 Grading A.
2. Processed Aggregate Base – A sieve analysis for conformance with the State Standard Specification Section M.05.01.

3. Bituminous Concrete – Plant certification by the State Department of Transportation for use of such materials in state highway construction projects.

### 03.02 Bonds

Street constructed as part of new subdivisions shall be bonded as required under the Subdivision Regulations.

Street constructed or reconstructed not as part of a subdivision shall be bonded as follows:

1. Performance Bond: The Builder shall post a bond in an amount specified in a form approved by the Town to cover the cost of improvements shown and approved by the Town Engineer.
2. Such bond shall include an amount to cover the escalation of construction and other costs for a two-year period. Every two years, the cost of the remaining work shall be reviewed and the bond amount adjusted to reflect the current and projected construction and other costs.
3. Prior to the release of the total amount of the bond, the applicant shall submit “as-built” plans and documents to the Commission covering streets and storm drainage constructed in accordance with the East Hampton Street Specifications, as amended. Such plans shall meeting A-2 level of accuracy survey standards and be signed and sealed by a registered land surveyor or professional engineer, as appropriate. All plans and maps shall be prepared on fixed line Mylar. All easements, road right-of-ways or open space to be deed to the Town shall have a written description based on survey data. The bond shall be release only upon certification by the Commission that all the required improvements have been completed to its satisfaction.
4. A reduction in the amount of the performance bond may be requested by the builder upon completion of the first course of pavement and stabilization of the sideslopes and drainage structures. A new bond amount reflecting the cost of the remaining improvements may be considered by the Town in an amount approved by the Town Engineer.
5. No performance bond shall be released until such time that a maintenance bond in an amount and form has been accepted by the Commission and posted with the Town of East Hampton.
6. A cash performance bond shall be posted for all sediment and erosion control measures.
7. Maintenance Bonds: A maintenance bond of 10% of the original performance bond or total cost of improvements shall be furnished to the Town of East Hampton by the applicant. The bond shall be for a minimum period of one year following the release of a performance bond (or portion thereof) or Town acceptance of the improvements. The purpose of the maintenance bond is to protect the Town against defective workmanship, materials, or design of the improvements.
8. The applicant shall repair all defects in the construction or operation of required improvements occurring during the period covered by the maintenance bond. The applicant’s failure to perform needed repairs within a reasonable time when so requested by the Town Council, may result in the Town’s undertaking repairs and billing the applicant for the cost of the repairs.
9. No maintenance bond shall be approved by the Town unless said bond is in a form acceptable to the Town. The Town reserves the right to add conditions to the bond which, in the opinion of the Town, are deemed necessary to indemnify against defective workmanship, materials, or design of the improvements.
10. No maintenance bond shall be released by the Town until it has been in effect for a minimum of one year’s duration. The Town shall release said bond only upon receipt of a favorable written report from the Public Works Director, the Town Engineer, or another qualified source retained by the Town to inspect all approved and required public improvements, indicating that the improvements are free of defective workmanship, materials, or design, or that any defects have been corrected to their satisfaction.



### 03.03 Inspections

#### *03.03.01 General Inspections*

All roadway improvements shall require periodic inspections by the Town of its agent as they are being constructed, maintained, or installed in order to reasonably monitor compliance of all procedures, design standards, and requirements of these regulations have been met during the required construction, maintenance, or installation of any improvement. It shall be the duty of the builder to notify the Director of Public Works at least forty-eight (48) hours prior to the commencement of required construction, maintenance, or installation activities of the time when such activities are to be commenced. The builder shall take every reasonable measure to facilitate such inspections. The failure of the builder to so notify the Town or its agency may result in the Town not approving the work performed, and could result in the delay of a bond release or other complications as stated herein. It is the builder's sole responsibility to ensure that all construction shall conform to the requirements of these standards and good construction practices. In respect to all matters pertaining to inspection hereunder, the builder shall designate a construction coordinator who shall be fully authorized to give and receive communications to or from the Town. Such designation shall be made in writing which shall state such individual's mailing address and telephone number and shall be delivered to the Town prior to commencement of any work. All notices, orders or other communications delivered to or served upon such individual shall be deemed to have been delivered or served upon the applicant. All notices or other communications received from him shall be deemed to have been received from the builder.

#### *03.03.02 Inspections*

The following is a general outline of key construction stages requiring inspections by the Town. The contractor shall contact the Town and shall not proceed until receiving approval from the Town to do so. At the discretion of the Town, the contractor may be notified of additional inspections that may be required. Unannounced spot inspections may also be made at any time. It is the contractor's sole responsibility to schedule and coordinate all required inspections with the Town Engineer. At a minimum, twenty-four hours advance notification shall be required for the following inspections:

1. Limits of Clearing
2. Sediment and Erosion Control Measures  
After cutting of trees and brush, and installation of sediment and erosion control measures, but prior to any stumping and/or grading.
3. Roadbed Prepare for Cut & Fill  
After stumping and stripping of topsoil and organic material from earth cut and fill areas, but prior to the placement of any fill material.
4. Road Subgrade  
After earth cuts and fills and the formation of the road subgrade. Proof rolling of the subgrade must be observed by the Town after installation of storm drainage improvements and prior to the placement of any gravel subbase materials. Refer to Section 13.3C for testing requirements and procedures.
5. Storm Drainage  
After the installation of storm drainage pipe, underdrains and catch basins, but prior to backfilling.

6. Gravel Subbase  
After the placement of gravel subbase but prior to placement of the process aggregate base.
7. Processed Aggregate Base  
After the placement of processed aggregate base but prior to paving of the bituminous concrete binder course.
8. The Town, or its duly authorized agent(s) shall have free access to the construction work at all times and shall be authorized to take material samples, cores and other tests as deemed necessary to determine compliance with, the East Hampton Street Standards.
9. Final inspection of roads may be by means of core samples to be taken by a Town-designated contractor upon notification to the Town by the builder that all paving has been completed.
  - a. Core samples shall be of a standard size and type and be located no more than 500' apart over the entire length of road. In addition to examining the depth of bituminous concrete, base, and subbase tests shall be performed on the samples to determine the quality of materials.
  - b. If results indicate an insufficient depth or quality of gravel base and/or bituminous concrete surface, additional samples may be required by the Town in the vicinity of each questionable sample area to determine the extent of the substandard condition and to insure that the Town shall not be prejudiced by an arbitrary test result. Should additional samples indicate unacceptable variances from the specifications set forth in the Town of East Hampton Highway Construction Standards, the developer shall be required to take appropriate corrective measures for the length of road which the Town determines to be unacceptable on the basis of the core samples. Variance in excess of 10 % from the Town of East Hampton Highway Construction Standards for depth of bituminous concrete, subbase or base material is unacceptable.
  - c. Upon satisfactory completion of the Final Road Inspection, the builder may request in writing, a partial or full performance bond reduction. The Town, upon approval of the request, may require retaining an amount sufficient to cover public improvement installations not yet completed, based on a current revised cost estimate.

03.03.03      *Testing*

<u>Material</u>	<u>Tests Required</u>	<u>AASHTO Method</u>	<u>Test Frequency</u>
Subgrade	Sieve Analysis Moisture Density Relationship Field Moisture Density (Nuclear)***	T27, T11 T99, T180 T238	1 Per 2000 CY or Change of Material* 1 Per 2000 CY or Change of Material* 1 per 100 LF of road per 2' lift
Subbase	Sieve Analysis Moisture Density Relationship Field Moisture Density (Nuclear)***	T27, T11 T99, T180 T238	1 Per 2000 CY or Change of Material* 1 Per 2000 CY or Change of Material* 1 per 100 LF of road per 1' lift
	Plasticity** Loss on Abrasion	T90 T96	Refer to Connecticut DOR Form 814 1 Per 2000 CY or Change of Material*
Base	Sieve Analysis Moisture Density Relationship Field Moisture Density (Nuclear)***	T27, T11 T99, T180 T238	1 Per 2000 CY or Change of Material* 1 Per 2000 CY or Change of Material* 1 per 100 LF of road per 1' lift
	Plasticity** Loss on Abrasion Soundness of Aggregate**	T90 T96 T104	Refer to Connecticut DOR Form 814 1 Per 2000 CY or Change of Material* 1 Per 2000 CY or Change of Material*

\* Change of Material refers to a change in source, texture, or appearance

\*\* Optional, as required by Town Engineer

\*\*\*Compaction requirements - 95% of Optimum Dry Density as determined by Modified Proctor

1.      Test Report Requirements

Prior to being submitted for review by the Town all test reports shall be reviewed and approved by, and bear the seal of the Engineer of Record who shall be a Professional Engineer register in the State of Connecticut. Each test report shall include all test results, an accurate location map showing where each test and sample were taken, the time and date of each sample and test and the name of the technician performing the tests and/or taking the samples. In addition; the test results shall identify the material and state if the material being tested meets or does not meet all the requirements of the Town and Connecticut Form 814A as amended. All test results shall be submitted to the Town for review.

2.      Test Procedures

a.      Sieve Analysis

This test is required to determine the gradation of the material for comparison with the minimum specifications and requirements of the Town. Samples for this test will be take initially from the source of the material and again during placement at the frequency noted above Initial results for this test shall be submitted to the Town for approval prior to placement of any materials for which this test is required.

b.      Moisture Density Relationship

This test is required to establish the optimum moisture content for compaction operations as well as the maximum dry density of the material. The maximum compaction required when the material is in place is expressed as a percentage of the maximum dry density achieved by this test. Samples for this test will be taken initially

from the source of the material and again during placement at the frequency noted above.

c. Field Moisture Density by Nuclear Methods

This test is required to determine the percent compaction of the material in place. The results of this test will be compared to the results of the Moisture Density Relationship test to determine if the percent compaction of the material in place meets the minimum specifications and requirements of the Town. This test will be performed as road construction progresses at the frequency noted above.

03.04 Departure from Approved Plans

In the event that it is difficult to meet the required standards, the builder shall obtain prior approval for any variation from the Town, and shall describe the variation of the plans.

The engineering and construction in the field shall be in accordance with the plans which have been approved by the Town, except that minor field changes may be authorized by the Director of Public Works. Any variations to the approved plans must be prepared and submitted by a registered professional engineer and found by the Town Engineer to be equal to or better than the approved designs.

The Town Engineer shall submit a written report to the Town indicating whether or not all approved and required improvements have been properly installed in accordance with the subdivision approval and these Standards. The Town is under no obligation to approve any variations to the approved application's construction plans, and indeed may refuse such variations and require that all improvements failing to conform to the construction plans, these regulations, or the approval be constructed or installed to the original specifications as approved by the Town prior to the release of any surety, further issuance of any building or zoning permits, or issuance of any certificate-of-occupancy. The builder is thereby encouraged to properly notify the Town when inspections should or are required to be made, and to install all improvements in accordance with the approved plans and these regulations.

*03.05. Final Inspection of Roadways*

A final inspection of all roadway improvements and utilities will be made to determine whether work has been performed satisfactorily and is in substantial agreement with the approved final drawing and the Town standards. The general condition of the site shall also be considered. Upon a satisfactory final inspection report and filing of "as-built" drawings, action will be taken to release the performance bond covering such improvements and utilities.

## **04. REQUIREMENTS RELATIVE TO STREET STATUS**

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The purpose of this section is to assure that all proposed building lots front on or have access to an existing or proposed Town Road or State Highway which is of sufficient width, grade, condition, and design so as to provide an adequate, safe, functional and convenient system for present and prospective traffic and related needs, and to prevent the flooding and icing of streets through proper drainage, and to afford ample access to buildings for firefighting and other emergency vehicles.

### **04.01 New Street Construction**

When a new street is proposed, the following information shall be supplied:

1. Plan profile drawings prepared on 24" x 36" plan profile sheets to minimum scales of 1" = 40' horizontal and 1" = 40' vertical, showing:
  - a. The location and dimensions of existing and proposed street rights-of-way, edges of pavement, curbs, sidewalks, piping, catch basins, manholes, endwalls, bridges, utilities and utility easements, drainage easements, open channels, monuments, tops and toes of all lopes, ail data required for accurate layout of roadway center lines and rights-of-way, including stationing, bearings, tangent lengths, arc lengths, radii and central angles of all curves; location of property lines' intersection the street right-of-way lines, and the names of owners of such adjacent property; typical cross-sections of each street, showing proposed dimensions, materials of construction, and locations of drainage piping and other underground facilities, location and description of survey bench mark;
  - b. Profiles of existing ground surface on the center line and at each right-of-way line;
  - c. Profiles of the proposed center line, showing proposed grades, vertical curve data and stations at grade changes, intersections and at intervals of fifty (50) feet; and,
  - d. Profiles of all existing and proposed drainage facilities, bridges and other proposed improvements showing locations, sizes, grades and invert elevations.
2. Detail drawings, drawn to appropriate scales on 24" x 36" sheets, showing in further detail all information required for construction of all proposed improvements that cannot readily be shown on the plan profile drawings.
3. A drainage report including a drainage analysis map, basis of design, detailed design computations and an analysis of the effect of the proposed road and drainage facility construction and land development associated therewith on existing downstream facilities and properties adjacent thereto. Said report shall include the measures proposed to be taken to prevent or alleviate any potentially harmful effects on existing downstream drainage facilities and adjacent property that may result from construction of the proposed road and drainage facilities and land development associated therewith. The drainage analysis map shall be drawn to an appropriate scale and, shall show the following:
  - a. Boundaries of the drainage area tributary to each proposed drainage facility inlet;
  - b. Boundaries of drainage area tributary to existing downstream drainage facility inlets where such facilities may be hydraulically overloaded due to proposed road and drainage facility construction and land development associated therewith;
  - c. Topography of the drainage areas, based on the best existing topographic maps currently available, in sufficient detail to enable determination of the general slopes of existing ground and watercourses;
  - d. Existing and proposed roads within the drainage area;

- e. Existing flowing and intermittent water courses and wetlands;
  - f. Existing and proposed vegetation including wooded areas, open fields, lawns and the like;
  - g. Soil types, as designated by the National Cooperative Soils Survey and shown on the most currently available soils map as prepared by the U.S. Soil Conservation Service and the Middlesex County Soil and Water Conservation District;
  - h. Existing land use and development; and,
  - i. Existing and proposed drainage structures and facilities with suitable cross- reference to detailed design computations and construction drawings. Said detailed design computations shall show the design criteria, parameters and methods used in selecting the location, configuration, type and size of all proposed drainage facilities. Such computations shall include tabulated summaries of pertinent design computations. Wherever feasible, such tabulations shall follow the most current format utilized by the Connecticut Department of Transportation, the Federal Highway Administration, the U.S. Soil Conservation Service or such format as may be adopted and amended from time to time by the Commission.
4. A soil report showing the type, nature and extent of the various soils existing within the proposed road right-of-way and in the area where the roadway slopes extend beyond the proposed roadway right-of-way.

All soil types shall be identified as designated by the National Cooperative Soils Survey and shown on the most currently available soils maps as prepared by the U.S. Soil Conservation Service. Such report shall also include a description of the means and methods proposed to be utilized to overcome any potential soils problems;

5. A detailed plan for erosion and sedimentation control covering all proposed road and drainage facility construction, which plan shall show measures to be taken to control erosion and sedimentation both during and after construction in accordance with the recommendations and standards of the Middlesex County Soil and Water Conservation District;
6. Detailed drawings of all bridges, box culverts, retaining walls and other special drainage structures;
7. Where any road or drainage facility intersects a State Highway, a permit shall be obtained from the Connecticut Department of Transportation.

#### 04.02 Existing Street Reconstruction/Improvement

In the event a proposed subdivision or development fronts on or has the required access to an accepted Town road, whether improved or unimproved, and said road does not contain a roadway with in good condition paved bituminous concrete to a continuous width of at least 24' (twenty-four feet) and/or does not meet the drainage and other requirements of these regulations, then the roadway and/or drainage facilities and other related public improvements for said Town road shall be improved in accordance with the East Hampton Street Standards by the builder at builder(s) expense.

1. All Town roads requiring improvements shall be upgraded to the design standards, requirements and procedures of the East Hampton Street Standards at the expense of the builder.
2. When a new subdivision generates the need for improving an existing roadway and/or its related facilities, the builder shall address:
  - a. Roadway construction
  - b. Curbing
  - c. Side slopes
  - d. Storm drainage
  - e. Sidewalks (if required)
  - f. Erosion and sedimentation control plans
  - g. Construction plans
  - h. Bonding
  - i. Easements
  - j. Inspections
  - k. any other measures deemed appropriate by the Town.

## 05. STREETS

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### 05.01. General

#### 05.01.01 *References*

The following documents are required as references in using this specification:

1. State of Connecticut, Department of Transportation: Standard Specifications for Roads, Bridges and Incidental Construction, Form 814A, 1995 and any subsequent supplements or issues.
2. "Geometric Design for Local Roads and Streets" by the American Association of State Highway Official (AASHO).
3. Town of East Hampton Subdivision Regulations
4. Town of East Hampton Plan of Development

#### 05.01.02 *General Requirements*

Streets shall be designed and constructed in accordance with the standards and procedures specified in this Section. Higher standards may be required due to special project or site features.

#### 05.01.03 *Street*

Any road, highway, avenue, lane, or other public right-of-way dedicated to the movement of motor vehicles and that is shown on a subdivision plan approved by the Commission; or that is a State or Town Road as found on the most current map entitled, Town Roads, East Hampton, Connecticut, Connecticut Department of Transportation, scale one inch (1") equals 1,000 feet; but private right-of-ways and discontinued, abandoned, or impassible streets are excluded.

1. Arterial Street: a major through street that conducts relatively high volumes of traffic between communities, and that is not intended to have a residential environment. Usually ADT range is over 3,000 trips and serves over 300 parcels.
2. Collector Street: a street that conducts traffic between major arterial streets, activity centers, and/or neighborhoods. It is a principal traffic route within residential areas and carries relatively high volumes. A collector street ties in a one or both ends with an arterial street. Usual ADT range is 800 - 3,000 trips and serves 80 to 300 parcels.
3. Subcollector Street: a street that provides access to abutting lots and conducts traffic from local and minor streets to a higher classification street or to an activity center. Usual ADT range is 200 - 1,000 trips and serves 26 to 80 parcels.
4. Local Street: a cul-de-sac, loop street, or short street that primarily provides access to abutting lots, but may also serve as a connector to other local and minor streets. Usual ADT range is 75 - 350 trips and services 11 to 25 parcels.
5. Minor Street: A short-dead-end or loop street that serves only as access to abutting lots which shall number no more than ten (10). Minor streets do not serve as through streets to any other street. Usual ADT range is less than 100 trips and serves 1 to 10 parcels.
6. Loop Street: A street that intersects another street in two (2) places, or loops back on itself in a "dead-end-loop".
7. Dead-end Street: A street with only one intersection with another public street.
8. Cul-de-sac Street: A dead-end street that terminates in a circular vehicle turning area.
9. Discontinued Street: A street that has been removed from the Town's system of accepted streets through formal action at a Town meeting.



10. Abandoned Street: A street that has been removed from the Town's system of accepted streets through cessation of public use over a period of time.
11. Impassable Street: A street in such a condition that it cannot be navigated by a standard passenger vehicle.
12. Impassable Road: A road determined to be a Town Road which is not passable to ordinary passenger vehicles at certain times of the year.
13. Unimproved Road: A road shown as "unimproved" on the above map or a road determined to be a Town Road which is passable at all times but lacks paving as specified herein.
14. Semi-Improved Road: A road shown as "improved" on the above map or a road determined to be a Town Road which is passable at all times, has a wearing surface somewhat in compliance with these Standards, but does not substantially conform to the requirements for new improved roads.
15. Unimproved Road: A road shown as "improved" on the above map or a road determined to be a "Town Road" which substantially complies to the requirements of these Standards for new improved roads.

05.02 Design Specifications

*05.02.01. Street Width*

The following minimum dimensions shall be satisfied for the various street classifications:

<u>Classification</u>	<u>Right of Way (feet)</u>	<u>Pavement Width (feet)*</u>
Arterial Street	70	30 minimum
Collector Street	60	30
Sub-Collector Street	50	26
Local Street	50	24
Minor Street	50	22

\*measured from face of curb to face of curb or edge of pavement where curbs are not required.

05.02.02 Cul-de-sac Streets

Cul-de-sac streets, in general, shall not exceed 1,000 feet in length. Cul-de-sacs shall have a 50 foot radius at the right-of-way line for local residential roads and a 70 foot radius at the right-of-way line for commercial and industrial roads. The radius of the outer edge of the paved turn-around shall be 10' (ten feet) less than the radius of the right-of-way.

*05.02.03 Intersections*

The following criteria shall be adhered to in the establishment of intersections:

1. Number of streets: No more than two (2) streets shall intersect or meet at any one point to form a four-way intersection. The centerline of all streets entering the intersection shall pass through a single point.
2. Spacing of intersections: Intersections of subcollector, local, and minor roads shall be spaced a minimum of 200' (two hundred feet) apart, measured from the points of intersection of the centerlines. Intersections of arterial and collector streets, including commercial and industrial roads shall be spaced a minimum of 500' (five hundred feet) apart, measured from points of intersection of the centerlines. Streets intersecting on opposite sides of a street shall intersect exactly opposite one another or shall have the minimum spacing required above.

3. Angle of intersection: Wherever possible, roads shall intersect at a 90 degree angle, or as close thereto as is practical. In no event; however, shall an intersection be allowed where the angle of the intersection is less than 75 degrees within 100' (one hundred feet) of the intersection.
4. Radii of intersecting streets: The radii, at the right-of-way line, of intersection minor and/or local streets shall be a minimum of 20' (twenty feet). The radii, at the right-of-way line, of intersecting minor, local, or subcollector streets with arterial collector, and subcollector streets shall be a minimum of 25' (twenty-five feet). Other intersections shall have a minimum radius of 30' (thirty feet) at the right-of-way line. The Commission may require greater radii where the angle of intersection is less than 90 degrees.
5. The centerlines of intersecting streets shall be tangents within 100' (one hundred feet) of the point of intersection. Exceptions to this standard may be allowed if the intersecting streets are local and/or minor streets, in which case the requirement may be reduced to 75' (seventy-five feet); if a side street with the required tangent intersects with the outside of a broad curve in such a way to provide safe sight distances; or if strict adherence to this requirement would result in undesirable conditions in the opinion of the Town Engineer.
6. Where a new road is being proposed to intersect an existing street, the grading for the intersection shall be shown on a drawing with a scale of 1"=10' and a 0.1 contour interval shall be used to show the grading.

*05.02.04 Block Dimensions*

Intersecting streets shall be laid out at such intervals that block lengths between street lines generally do not exceed 1,200 feet nor be less than 600 feet. Minimum block width shall be related to the zoning district requirements for yards and generally shall provide for two tiers of lots. Special attention shall be given to blocks in industrial and business zones to provide for access to the lots and areas for parking and truck delivery.

*05.02.05 Horizontal and Vertical Design Controls*

Minimum Criteria:

**STREET CLASSICATION**

<u>Design Element</u>	<u>Arterial</u>	<u>Collector</u>	<u>Sub Collector</u>	<u>Local</u>	<u>Minor</u>
Design Speed, (1) mph	45	40	30	25	20
Maximum Gradient, % (2)	8	10	10	10	10
Minimum Gradient, %	1.0	1.0	1.0	1.0	1.0
Stopping Sight Dist. (3) ft.	400	300	200	150	125
K Value for Vertical Curve (4)					
Crest	90	70	36	25	20
Sag	100	80	40	30	24

Maximum Center Line Radius, (5) ft.	500	400	300	200	150
Min. Sight Distance at Intersections (6) ft.	600	500	360	300	240

- (1) All values shown for arterial streets are for a 50 mph design speed.
- (2) The maximum grade may be increased up to 2% in special cases, by the Commission.
- (3) Criteria for determining the Minimum Stopping Sight Distance: height of eye, 3.75 ft., and height of object 0.5 ft.
- (4) K value is a coefficient by which the algebraic difference in grade may be multiplied to determine the length in feet of the vertical curve which will provide minimum sight distance.
- (5) Depending on the application of superelevation.
- (6) Intersection sight distance is measured from a point of the intersecting road 20' (twenty feet) from the edge of the other road pavement and measured from a height of eye of 3.75 ft. on the intersecting road to a height of object of 4.5 ft. on either lane of the other road.

Sufficient clearing and regrading shall be accomplished to meet the sight distance visibility requirements and no structures, fences, walls, hedges, rock, shrubs, trees or other landscaping shall be permitted to obstruct such visibility.

Permanent sight line easements shall be provided on all private property as needed so as to maintain the sight line requirements established in this subsection. In addition, no objects of any kind, that are located on private property outside the limits of a permanent sight line easement, shall be permitted to extend or protrude within the plane of such easement. In the case of trees, all foliage shall be trimmed up to a minimum height of six feet as measured from the top of curb or edge of pavement adjacent to the nearest road.

Grades Approaching Intersections: Grades shall not exceed 3% (three percent) for a distance of not less than 75' (seventy-five feet) from the centerline of the intersection.

Tangent Distance Between Reverse Horizontal Curves: A minimum tangent distance of 100' (one hundred feet) shall be provided between reverse horizontal curves on all streets except collector and arterial streets which shall have a tangent of 200' (two hundred feet).

*05.02.06 Turnarounds*

All dead end roads (cul-de-sacs), permanent and temporary, shall be provided with a circular right-of-way at the terminating end.

The layout of the turnaround shall be in accordance with the Detail.

An open unrestricted area shall be reserved at the end of all turnarounds for the storage of snow. Such area shall be located at the end of the turnaround between the curb and the right of way line for a distance of 25 feet on each side of the extended road center line. This area, which shall be delineated on the drawings, shall be free from all obstructions including, but not limited to, driveways, mailboxes, landscaping and fences. This area may be relocated at the discretion of the Director of Public Works.

The maximum gradient shall be 1.5% and the maximum gradient shall be 5%.

*05.02.07 Side Slopes*

Sloping Grading: Streets in cut or fill sections shall be provided with slopes not steeper than 2' (two feet) horizontal to 1' (one foot) vertical, unless other structural measures are provided to retain the slope. Steeper (6 to 1) slopes may be permitted in rock cuts. At intersections, banks shall be cut back to maintain the minimum sight distance for intersections as required by these Standards.

The shoulder areas shall be graded so as to slope toward the centerline of the road where the road is in cut, and away from the centerline of the road where the road is in fill. In either case, the cross slope of the shoulders shall be 1 inch per foot.

Areas outside of the shoulders shall be graded up or down to existing grades, at a slope not to exceed two feet horizontal to one foot vertical. In rock cuts, slopes of one foot horizontal to not more than six feet vertical shall be allowed, but care shall be taken to insure that all exposed rock is stable and free from faults, cracks or other infirmities which might lead to collapse or flaking.

The Town Engineer may require additional measures to be taken to maintain the stability of slopes, and to control groundwater seepage, under prevailing soil conditions encountered during construction. These measures may include, but not necessarily be limited to, a decrease in the amount of slope, stabilization blankets or grids, stone slope protection, plantings, wedge drains, underdrains, terracing, drainage swales or retaining structures. In cases where the exposed face of a cut slope consists of decomposed, flaking, highly fractured or unstable rock, slopes shall be flattened so as to protect public safety and minimize future maintenance.

Guide Rails: Protective barriers, consisting of guide railing or single posts, shall be installed wherever deemed necessary to minimize the risk of personal injury or property damage resulting from vehicle departure from the right-of-way. Guide rails shall be in accordance with these Standards.

Slope Rights: Where new streets abut private property, necessary slope rights must be obtained by the builder when in cut or fill, and these slope rights shall be shown on the final layout and on the land records. The developer shall address the effects of fills and cuts on adjacent private property within the slope right area.

Drainage: The applicant shall provide the Town with evidence that no drainage problems will arise on adjacent property due to cut or fill operations.

*05.02.08 Street Cross-section*

Streets shall be designed with a cross-section as shown on the Detail drawings of these Standards.

*05.02.09 Driveways*

Access drives shall be constructed such that the flow of road drainage is not impeded, water from the lot is not directed onto the road, safe sightline distances are achieved, and two or more vehicles may be parked off the road during all weather conditions. A plan of proposed driveway with existing and proposed grades, length, width, surfacing and drainage features shown shall be submitted with the application for the driveway permit. Additional information shall be submitted by the applicant as required by the Director of Public Works. The plan shall be approved by the Director of Public Works prior to issuance of the driveway permit and acceptance of the bond. No driveway work shall be done by the applicant prior to issuance of the permit. The driveways shall conform to the following:

1. Grade: The apron portion, which is the section between the edge of pavement and the street line, shall have a maximum grade of 3% (three percent) slope, the next 10' (ten feet)

shall not exceed 5% (five percent) slope, and the remainder shall not exceed 15% (fifteen percent) slope.

2. Surface: The drive apron shall be paved with a minimum of 2" (two inches), compacted depth, processed gravel or stone. Concrete pavements may be used upon approval of the Director of Public Works. The remainder of the drive shall be stabilized with a suitable surface treatment to prevent erosion and siltation.
3. Surface Water: Even distribution of drive run-off onto the lot is encouraged. If run-off must drain towards the road, the water shall be retained in the roadway gutter or side swale, or picked up by the storm drainage system. Drain pipes shall be installed under the drive as necessary. Where a culvert is required under the drive apron, the size pipe shall be large enough to accommodate storm water flow along the edge of the road. The minimum pipe size shall be 12" (twelve inches) in diameter. Pipe shall be reinforced concrete, or asphalt coated corrugated metal. Other pipe may only be used with the permission of the Town Engineer.
4. Sight Line: The grading and clearing at the driveway entrances shall ensure adequate sight distance for vehicles to exit the drive with minimum hazard and disruption of traffic.
5. Sidewalks: Where driveways will cross a sidewalk, the driveway apron shall be graded to meet the grade of the sidewalk, and the section of the sidewalk in the area of the driveway shall be replaced with an 8" (eight inch) thick reinforced concrete section.

*05.02.10 Curbing*

Curbs shall be constructed along the edge of street pavement in accordance with the dimensions and details shown in the most current Detail Drawings.

*05.02.11 Utilities*

All utilities within the right-of-way of a road shall be located underground.

*05.02.12 Protective Barriers*

Protective barriers, consisting of guide railing shall be installed wherever necessary to minimize the risk of personal injury or property damage resulting from vehicle departure from the right-of-way. In general, guide rails shall be installed at the following locations:

1. Embankments - Such protective barriers shall be required on any roadway section constructed on an embankment which places the roadway surface five (5) feet or more above the existing ground surface at the toe of the embankment slope. This requirement may be waived by the Town Engineer where the embankment slopes, are not steeper than four (4) feet horizontal to one (1) foot vertical.
2. Culvert Endwalls - Such protective barriers may be required at culvert endwalls, depending on the height of the endwall and its proximity to the edge of the road.
3. Roadside Obstacles - Such protective barriers may be required to shield natural or man-made fixed object hazards including, but not necessarily limited to, trees, rock outcrops, ditches, retaining walls, bridge abutments and permanent bodies of water.

Where marginal situations occur with respect to the placement or omission of a guide rail, or where it is determined that a vehicle striking a guide rail could potentially be more severe than an accident resulting from hitting an unshielded roadside obstacle, the Public Works Department may approve the use of an object marker.

*05.02.13 Fencing*

A securely anchored PVC coated chain link fence shall be installed wherever necessary to minimize the risk of personal injury.

In general, fencing may be required at the following locations as directed by the Town Engineer:

1. Rock Cuts - along the top of slope where a rock cut exceeds five (5) feet in height.
2. Culvert Endwalls - at the top of any endwall that exceeds five (5) feet in height.

*05.02.14 Road Lighting*

Road lighting shall be provided if required by the Commission at any location where illumination in darkness is necessary to minimize the risk of accident involving vehicles or pedestrians or to assure safe and convenient vehicle and pedestrian passage. In general, when required, the placement of lighting should be limited to intersections.

Lighting standards and luminaries shall conform to the most current utility company standards and shall be of a Colonial type design with fiberglass poles, unless otherwise approved by the Commission, They shall be so located as to safeguard against discomfort glare and disability glare and avoid adverse effects from illumination upon the use, enjoyment and value of adjacent property.

*05.02.15 Monuments*

All new roads shall be accurately monumented to allow the ready determination of points along all rights-of-way lines. Monuments shall be placed at all points of tangency and points of curvature and elsewhere as required to permit seeing from one monument on a line to another on the same line.

*05.02.16 Road Names and Signs*

Road name signs shall be installed at all intersections. Such signs shall be erected in such places as to assure clear legibility by vehicle operators. Size, color, material and physical details shall be as required by the Director of Public Works.

*05.02.17 Traffic Control Devices*

Traffic control devices, including signs, pavement markings and object markers, shall be provided in such places as may be necessary to minimize the risk of accident involving vehicles or pedestrians and to assure safe and convenient vehicle and pedestrian passage.

The design and placement of regulatory, warning and guide signs (Stop, Speed Limit, No Outlet, etc.) shall conform to the most current edition of the Manual of Uniform Traffic Control Devices.

The location, type, color, width and patterns of pavement markers and object markers, shall conform to the most current edition- of the Manual of Uniform Traffic Control Devices. In general, pavement markings shall include stop lines. Longitudinal pavement markings (center lines), to delineate the separation of traffic flows in opposing directions, shall only be required on Arterial and Residential Collector Streets.

The design and placement of Object Markers be ad determined by the Public Works Director and shall conform to the most current edition of the Manual of Uniform Traffic Control Devices.

*05.02.18 Sidewalks*

The Town may require the installation of sidewalks along roads and in pedestrian easements. General requirements for sidewalks are as follows:

1. Sidewalks shall be a minimum of 5' (five feet) in width and shall be located within the street lines with one edge 12 (twelve) to 18 (eighteen) inches away from the property line. The location may be varied to preserve designed trees, stone walls, or other desirable features; or to match to existing walks.
2. Sidewalks shall be installed when the where directed by the Town. The location shall be shown on the approved plans.
3. Sidewalks shall be constructed of concrete.
4. Sidewalks shall include ramps for the handicapped. Sidewalk ramps shall be constructed at all pedestrian crosswalks in all new sidewalk installations and at all pedestrian crosswalk locations where an existing curb or walk is to be disturbed by construction.

*05.02.19 Final Grading and Stabilization*

Except as otherwise specified herein, all areas disturbed by the construction of roads, drainage facilities and associated improvements that are not paved or occupied by structures shall be properly graded to smooth uniform slopes, covered with topsoil to a minimum depth after settlement of six (6) inches, and limed, fertilized seeded and mulched.

Construction methods shall conform to the requirements of the State Standard Specifications for "Topsoil"; "Turf Establishment", and "Liming". Materials shall conform to the State Standard Specification Sections M.13.01-1 for Topsoil, M.13.03 for Fertilizer, M.13.04 for Seed, M.13.05-2 for Mulch, and M.13.02 for Lime.

*05.02.20 Landscaping*

Street trees, when required by the Commission, shall be planted on private property outside of the limits of the road right-of-way, sight line easements, storm drainage easements or other easements. Specific criteria regarding the proximity of street trees to overhead and underground utility lines shall be as follows:

1. Tall trees, including all species that may reach heights of 50 feet or more at maturity shall be located a minimum horizontal distance of 50 feet from any overhead utility line.
2. Medium trees, including all species that may reach heights ranging from 30 to 50 feet at maturity shall be located a minimum horizontal distance of 30 feet from any overhead utility line.
3. Small trees, including all species that reach maximum heights of 30 feet or less at maturity, may be located under or near overhead utility lines.
4. No street tree shall be located closer than 20 feet from any underground utility line.

When selecting street trees, a mixture of native species shall be provided so as to protect the community forest from disease, insect and environmental blight. In this regard, the goal of the Town is to have a mixture of street trees. Unless otherwise approved by the Tree Warden, street trees shall have a minimum caliper of 2 ½" and shall be species as approved by the Commission.

Construction methods shall conform to the requirements of the State Standard Specifications for "Furnishing, Planting; and Mulching Trees, Shrubs, Vines and Ground Cover Plants". Materials shall conform to the State Standard Specification Section M.13.07 for Plant Materials. Where existing healthy

native trees meeting the requirements set forth herein can be protected and saved, they may be used in lieu of new plantings provided that they are approved by the Tree Warden, and are properly pruned by a qualified arborist to remove all branches which are dead or which would obstruct required sight lines.

*05.02.21 Maintenance of Stabilized and Landscaped Areas*

All areas stabilized by vegetation, and all landscaped areas, shall be properly maintained by the person or firm constructing the road, drainage facilities and associated improvements until permanent growth of such plantings has been firmly and effectively established for a period of one year after planting. Maintenance shall include watering, mowing, pruning, fertilizing, cultivating and all else required to maintain the planted areas in a vigorous and healthy condition. All grassed areas showing root growth failure, deterioration, bare or thin spots and eroded areas shall be replanted and all dead, dying or diseased shrubs, plants and trees shall be replaced so as to meet the requirements specified herein.

05.03 Construction Methods and Materials

*05.03.01 Construction Survey Procedure*

The centerline of the traveled portion of the road shall be placed in the center of the right-of-way, and shall be located in the field by a State licensed land surveyor. Suitable construction ties shall be established at all control points, which shall be protected during construction so that the centerline may be re-established at any time.

Stations shall be established every 50 feet and at all radius points (P.C. and P.T.'s). The beginning of this line shall be located in the gutterline of the intersected street. A construction stake shall be placed at right angles to each station, clear of construction and grading. This stake will show the station, the measured distance to centerline (offset) and on the face nearest to center line, the cut or fill which will establish the center line grade. A grade list showing the Stations, stake elevations, offset from centerline grade, cuts and fills shall be provided to the Town Engineer by the Applicant, or his designee who is to have charge of the construction layout, before construction begins.

A permanent Bench Mark shall be established at the beginning and end of each road and at intervals not exceeding 500 feet along the length of the road. These Bench Marks shall be referenced to the same datum shown and identified on the construction drawings for the road.

1. Protection of Stakes and Bench Marks

Grade stakes and permanent Bench Marks shall be protected and preserved until the road construction has been approved by the Town Engineer. If such stakes or Bench Marks are disturbed, they shall be replaced immediately.

*05.03.02 Clearing and Grubbing*

Prior to any site work, the limit of clearing shall be staked by the project surveyor and reviewed and approved by the Town.

All trees, brush, boulders, structures, walls, fences, perishable matter and debris of whatever nature shall be removed from within the clearing limits, including areas necessary for cuts and fills, construction of storm drainage systems, and required sight lines.

All roots and stumps within the clearing limits shall be grubbed and excavated. No stumps shall be buried on site within the road right-of-way and associated easement areas.



Topsoil shall be stripped from all surfaces of the roadway section which will be disturbed by cut or fill operations. Topsoil so stripped shall be stockpiled on the site of the work and shall be reserved for roadway landscaping. Excess topsoil may only be removed from the site in a lawful manner after all disturbed areas associated with roadway construction have been stabilized.

*05.03.03 Roadway Excavation, Formation of Embankment and Disposal of Surplus Material*

The excavation, filling, compaction, and the disposal of all surplus or unsuitable materials required to construct the roadbed, subgrade, shoulders, slopes and other associated improvements shall be accomplished in accordance with all applicable requirements of the State Standard Specifications for "Roadway Excavation, Formation of Embankment and Disposal of Surplus Material" except as modified herein.

All unsuitable material, including material removed during clearing and grubbing and preparation of subgrade, shall be removed from within the limits of the right-of-way and disposed of in a lawful manner.

Surplus suitable material may be used to flatten fill slopes within the limits of the right-of-way and any slope easements if approved by the Town. Surplus suitable materials that cannot be so utilized shall be disposed of in a lawful manner.

Blasting shall be performed only by licensed competent personnel and shall be done in accordance with all applicable State and Federal laws, local ordinances, rules and regulations pertaining thereto.

*05.03.04 Preparation of Subgrade*

All topsoil, peat, other organic matter and all soft and yielding material shall be stripped and removed to their full depth, and boulders and ledge rock removed to a depth of at least twelve (12) inches below finished subgrade. The surface shall then be backfilled up to subgrade elevation with bank or crushed gravel conforming to the requirements of the State Standard Specification Sections M.02.1 and M.02.06 (Grading B). All construction methods shall conform to the requirements of the State Standard Specifications for "Subgrade".

*05.03.05 Rolled Granular Base*

After the subgrade has been compacted, proof rolled, tested and approved by the Town Engineer, a rolled granular base shall be applied for the full required width of pavement plus one foot beyond each curb line: The rolled granular base shall not be less than eight (8) inches thick after compaction and shall have the cross-slope shown on the Details.

Construction methods shall conform to the requirements of the State Standard Specifications for "Rolled Granular Base", and materials shall conform to the requirements of the State Standard Specification Section M.02.03 and M.02.06 (Grading A).

*05.03.06 Processed Aggregate Base*

After the rolled granular base has been placed compacted, and tested as per Section 133C, processed aggregate base shall be applied for the full required width of pavement plus one foot beyond each curb line. The process aggregate base shall not be less than six (6) inches thick after compaction and shall have the cross slope shown on the Standard Detail Drawings.

Construction methods shall conform to the requirements of the State Standard Specifications for "Processed Aggregate Base", and materials shall conform to the requirements of the State Standard Specification Section M.05.01.

*05.03.07 Bituminous Concrete Pavement*

After the processed aggregate base has been brought to the required grade and cross slope, rolled, compacted, and tested as per Section 13.3C, the roadway shall be surfaced with bituminous concrete Class I binder course for the full required width of pavement plus one foot beyond each curb line to a compacted depth of not less than 2 inches. After placement of bituminous concrete curbing on the binder course, a bituminous concrete Class II top or surface course not less than 1 inches thick after compaction shall be placed. The total compacted depth of Class I binder course and Class II top or surface course shall not be less than 3 inches. Prior to the pavement of the Class II surface course, the surface of the binder course shall be broomed clean and a tack coat applied. No paving shall be permitted between October 31 and April 1 unless the Town Engineer specifically permits an exception due to unusually mild weather conditions. No paving shall be permitted on any day where the base temperature is less than 35 degrees Fahrenheit or when weather conditions of fog or rain prevail or when the pavement surface shows any signs of moisture. Pavement shall be placed so that each course shall have the cross-slope shown on the Standard Detail Drawings.

Completion of the subgrade and all drainage improvements shall occur prior to the issuance of any building permits for lots accessing on said subdivision street. Completion of the Class I binder course shall occur prior to the issuance of Certificates of Occupancy for any lots accessing in said subdivision street. It is recommended that the Class II bituminous surface cannot be installed until a substantial portion of the construction associated with lots accessing on said subdivision street has been completed.

All materials and construction methods shall conform to the requirements of the State Standard Specifications for “Bituminous Concrete” except as modified herein. “Bituminous Concrete” shall conform to the requirements of the State Standard Specifications Sections M.04.01 and M.04.03 (Class-I for the binder course and Class II for the top or surface course).

*05.03.08 Bituminous Concrete Curbing*

Machine laid bituminous concrete curbing shall be placed on both sides of the pavement along the entire length of new and improved roads at the offset from centerline of road shown on the Standard Detail Drawings. Bituminous concrete curbing shall not be required on roads approved with open drainage systems, or on existing Town roads where it is determined by the Town Engineer that the installation of enclosed storm drainage systems is not warranted. Irregular or damaged curbing shall not be accepted, and the Town Engineer shall require that improperly placed curbing be removed and replaced.

All materials and construction methods shall conform to the requirements of the State Standard Specifications for “Bituminous Concrete Lip Curbing”. Curbing shall be placed on the road binder course at a height which will maintain a 6 inch curb reveal after placement of the road surface course. Prior to the placement of any curbing, the surface of the pavement shall be cleaned of all loose and foreign material. The surface of the pavement, which shall be dry at the time the curbing is placed, shall be coated with an approved tack coat. All curbing shall conform to the shape shown in the Standard Detail Drawings.

*05.03.09 Guide Rail*

Guide railing shall be installed in locations as required in Section 05.02.11. The type of guide rail to be utilized shall be as follows:

1. Metal beam rail or 3 cable guide rail with steel posts, in accordance with the State Standard Specifications, shall be required as directed by the Commission.
2. Steel backed timber guide rail, or equal may be required in areas of aesthetic or historical significance, or along designated scenic roads, as determined by the Commission.
3. On low volume residential access streets or residential lanes, an alternative guide rail design may be approved by the Commission.

Regardless of the type of guide rail to be used, all leading and trailing ends shall be secured with concrete end anchors. Blunt or flared ends shall not be permitted.

*05.03.10 Monuments*

Monuments shall be of reinforced concrete, not less than four (4) inches square at the top and not less than three (3) feet long, shall have a cross mark indented in the top to indicate the exact point of reference, and shall be set so as to project not more than two (2) inches above finished grade.

In exposed ledge areas, a brass plug 1/2 inch in diameter and three (3) inches long shall be installed in the ledge and cemented in place with Portland cement mortar.

*05.03.11 Traffic Control Devices*

The design and placement of sign, pavement markings, and object markers shall conform to the most current edition of the Manual of Uniform Traffic Control Devices.

Street signs shall be extruded aluminum with materials conforming to the requirements of the State Standard Specification Section M.18.09, M.18.10, M.18.11 and M.18.12. Construction methods shall conform to the requirements of the State Standard Specification for "Sign Face - Extruded Aluminum". All other signs shall be sheet aluminum with materials conforming to the requirements of the State Standard Specification Sections M.18.09 and M.18.13.

Construction methods shall conform to the requirements of the State Standard Specifications for "Painted Pavement Markings", and materials shall conform to the requirements of the State Standard Specification Section M.07.20 for 15-minute dry paint.

*05.03.12 Sidewalks*

Where required, shall be constructed of 3000 PSI Portland Cement Concrete, with an air entraining admixture. Sidewalks shall be a minimum of four (4) feet in width and five (5) inches thick, and shall be constructed on a granular fill base having a minimum compacted thickness of eight (8) inches. The concrete thickness shall be increased to eight (8) inches, and welded wire fabric reinforcement provided at all driveway crossings.

All materials and construction methods shall conform to the requirements of the State Standard Specifications for "Concrete Sidewalks". "Granular Fill" shall conform to the requirements of the State Standard Specifications Sections M.02.01 and M.02.06 (Grading A). Portland Cement Concrete shall conform to the requirements of the State Standard Specifications Section M.03.01 (Class A). Welded wire fabric reinforcement shall be WWF 6x6 - W2.9xW2.9.

## **06. STORM DRAINAGE**

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### 06.01 General

#### *06.01.01 References*

The following documents are required, or suggested, as references in using this document.

1. Town of East Hampton Subdivision Regulations.
2. Town of East Hampton Plan of Development
3. Drainage Manual, Connecticut Department of Transportation
4. Erosion and Sediment Control Handbook, U.S. Department of Agriculture, Soil Conservation Service, Storrs, CT.
5. Design methods other than those found in the above documents may be utilized if such methods are appropriate for the drainage system in question and approved by the Town Engineer.

#### *06.01.02 General Requirements*

Storm drainage systems for surface and subsurface water shall be as generally required by the Town of East Hampton Subdivision Regulations; design and construction shall be in accordance with standards and procedures hereinafter specified. Higher standards may be required due to special project or site features.

In the design of all storm drainage systems for the, construction of streets, commercial and industrial sites, and other facilities, it is imperative that the signer apply the utmost care to protect the life and property of area residents, the travelling public, the Town and the State. All facilities shall be planned and located so as to minimize danger to such life and property.

Systems shall be designed and constructed such that erosion and sedimentation is controlled both during and after construction.

Proposed drainage facilities shall be designed to accommodate the runoff from the entire upstream drainage area with full consideration given to the effects of potential land development that could reasonably occur under the most current zoning regulations.

#### *06.01.03 Alternative Open Drainage System*

In certain circumstances the Commission may permit an open drainage system as shown on Plate 6 where such system would be more consistent with the surrounding neighborhood and where the Commission, upon recommendation from the Town Engineer, determines that such a system would be more appropriate to the particular site. This determination shall be based upon at least the following factors and the applicant shall submit a report that addresses each of these items as part of the Subdivision application:

1. The depth to ground water;
2. The location of the site in the watershed and the amount of overland flow anticipated;
3. The design of the storm drainage system the surrounding street system;
4. The natural features of the site (such as slopes and depth to ledge) that would permit or restrict the construction of open swales;
5. The proposed density of the subdivision including proposed lot size;

6. The impacts of ground water recharge that may result from the proposed drainage system; the Commission and/or the Town Engineer may require the applicant to provide data, reports, studies, test borings, and other information to make this determination;
7. Roadway intersections, where a closed drainage system may be more acceptable;
8. Location of open space;
9. The type of roadway Swale linings proposed;
10. The potential for erosion and sedimentation on the site as well as both temporary and permanent erosion control measures.

*06.01.04 Analysis*

Computations, conforming to the requirements outlined in this section, shall be submitted for sizing all proposed storm drainage facilities as well as the analysis of any existing off-site facilities required by the Town. In addition, computations shall be submitted for both pre- development and post-development conditions for the 2, 10, 25, 50 and 100-year frequency 24- hour duration Type III storm events at each location from which storm water discharges will exit the property under development.

*06.01.05 Potential Overload*

Where the proposed land development, including roadway and drainage facility construction, is likely to cause an increase in the rate of stormwater runoff such as to hydraulically overload or cause damage to existing downstream drainage structures, facilities, or watercourses, and/or cause flooding which would likely result in physical damage of land and improvements adjacent thereto, adequate stormwater runoff control measures shall be designed and constructed to prevent or alleviate such harmful effects.

*06.01.06 Stormwater Runoff Control*

Where stormwater runoff control measures are required by the Town, they may include, but not be necessarily limited to, retention and/or detention with controlled release of increased flows, increasing the hydraulic capacity of downstream drainage facilities, erosion protection measures, stormwater treatment or any combination of the above.

*06.01.07 Stormwater Detention*

When stormwater detention facilities are required, they shall be sized such that the peak discharge after development shall not exceed the peak discharge prior to development for each of the storm frequencies identified above. Design and construction of stormwater detention facilities shall conform to the requirements for "Detention Basin" as outlined in the "Connecticut Guidelines for Soil Erosion and Sediment Control". Such facilities shall be located on land to be conveyed to the Town and shall be readily accessible for maintenance purposes via an improved access drive acceptable to the Director of Public Works.

*06.01.08 Discharge*

Unless otherwise approved by the Town, the discharge of all stormwater shall be into established watercourses, wetlands, or Town/State Highway drains having adequate capacity to accommodate such discharges.

*06.01.09 Drainage Easements and Rights to Discharge*

Where the discharge of stormwater shall be onto or through private property, perpetual drainage easements and discharge rights, in favor of the owner of the road, shall be secured by the applicant. Where drainage easements are required, they shall have a minimum width of thirty (30) feet. For open

channels, flared end sections/headwalls, and other outlet protection measures, they shall extend a minimum of fifteen (15) feet beyond the outside edge of such measures.

*06.01.10 Diversion*

The diversion of stormwater runoff from one watershed or watercourse to another shall normally be avoided. Where it is necessary to create such a diversion, special provisions shall be made to minimize the potential damages which may occur as a result of such diversion.

*06.01.11 Existing Watercourses*

All work on established watercourses shall be accomplished in such a way as to minimize the effects which would be adverse to the regimen of such watercourse. Adequate provision shall be made to prevent or minimize scour or erosion in the adjacent upstream and downstream reaches of the watercourse.

*06.01.12 Capacity Within Roadway*

Storm drainage systems within the roadway, exclusive of culverts and bridges carrying flows under the road, shall be designed to safely accommodate flows resulting from storms of the maximum intensity which can be expected to occur on an average of once in ten (10) years (10-year storm) without being surcharged.

*06.01.13 Capacity Under Roadways*

Culverts crossing under roadways shall be designed to accommodate the following flows:

1. Minor Structures

These shall include pipe, box culverts or bridges providing for the drainage of adjacent lands less than one square mile in area in which there is no established watercourse. These structures shall be designed to pass a 25-year frequency discharge without flooding or damaging the highway or adjacent property.

2. Small Structures

These shall include pipe, box culverts or bridges providing for the drainage of adjacent lands less than one square mile in area in which there is an established watercourse. These structures shall be designed, to pass a 50-year frequency discharge with one foot of freeboard, and without flooding or damaging adjacent property. The effects of a discharge equal to the 100-year frequency storm shall be checked. Where such effects are likely to cause damage to persons or property, structures shall be designed to alleviate these problems.

3. Large Structures

These shall include pipe, box culverts or bridges for the drainage of adjacent lands one square mile or larger in area. These structures shall be designed to pass a 100-year frequency discharge with a minimum one foot under clearance, relative to the low chord of the upstream face of the structure, and shall not create a backwater which will flood or endanger property or roads upstream,

06.02. Design

*06.02.01. General Requirements*

Upstream drainage area: Storm drainage systems shall provide for the proper drainage of the upstream drainage area developed in accordance with the Town of East Hampton "Plan of Development" and subsequent amendments.

Storm drain flows: Except where indicated by special design studies, storm drain pipes and culverts will be designed to flow full for the "design storm". Total allowable headwater depths on pipes and culverts should normally be restricted to less than 1.2 times the clear height of the pipe or culvert in order to preserve this condition. Pipes or culverts designed to flow under greater heads will require special studies and may require design treatment.

Placement of drainage structures: The first set of catch basins in a storm drain system shall be located within 350' (three hundred-fifty feet) of the street high point. Spacing between sets of catch basins shall be located as necessary to collect runoff and at a maximum distance of 300' (three hundred feet). When outfall pipes exceed 400' (four hundred feet), manholes shall be placed to give a maximum length of pipe between structures of 400' (four hundred feet). Drainage structures shall be placed at each grade change along a storm drain and at each junction point of two or more storm drains. Inlet structures shall also be located and connected to the system to pick up low spots in shoulder areas of the right-of-way and in adjacent lots.

Placement of pipes: Pipes shall generally be laid on straight alignments, both horizontally and vertically, with structures providing access at all deflection points, or at a junction of two or more lines. In special cases, pipes may be placed on curved alignments but such curvature shall not exceed the manufacturer's recommendations, and approval must be obtained from the Town Engineer.

Minimum slope: All storm sewers shall be designed to provide a self-cleansing velocity of at least 2.5 feet per second when flowing full. Generally, storm sewers shall have a minimum pitch of 0.5% (one half percent). Lesser pitch may be granted by the Town Engineer, provided the self-cleansing velocity is maintained.

Minimum pipe size and type: Pipe for the main line of storm sewer systems shall be a minimum of 15" (fifteen inches), inside diameter. Inlet connections may be a minimum of 12" (twelve inches) inside diameter. Pipe arches of equal cross sectional area to the above noted circular pipes may be substituted. All pipe shall be perforated and laid in stone unless directed otherwise by the Town.

Minimum cover: The minimum cover over all storm drainage within the curb lines shall be 3' (three feet). Where conflicts with other subsurface facilities require, and with the approval of the Town, pipe may have as little as 18" (eighteen inches) of cover, but in such cases, extra strength Class 5 RCP shall be used.

Outlet structures: All storm drain systems shall be terminated with a flared end section, endwall, or other approved structure. Special energy dissipaters may be required to prevent erosion.

Intersection drainage: Inlets shall be installed to properly drain all intersections of new streets, and of new streets with existing streets. Improvements to surface drainage at existing intersections may be required if the traffic of a new subdivision significantly increases the traffic volume at the intersection.

Discharge from drainage system: The overall drainage system shall be designed such that the runoff rate outside of the subdivision, during or after development, does not exceed the rate which existed before development. This may be accomplished by detention basins, infiltration basins, or other acceptable

means. Final discharge points shall be approved by the Town. The final discharge shall be into suitable streams or rivers, or into Town drains with adequate capacity to carry the additional water.

Channels: The use of channels to carry storm water to natural watercourses will be considered case by case, and provided only with the approval of the Town and the Town Engineer. Channels shall be properly sized for design flows and stabilized according to flow velocity.

Underdrains: The installation of underdrains will be required beneath the edge of pavement of a proposed street wherever the high groundwater level is known to be less than 3' (three feet) below the proposed finished grade of the street. The Town may require underdrains to be installed where localized seeps, springs or high groundwater less than 3' (three feet) below the proposed grade of the street are observed within the proposed street lines during construction. The diameter of underdrains shall not be less than 6" (six inches). Outlets for underdrains shall be connected directly to drainage structures or shall be terminated with an approved outlet. Underdrains shall be placed in 2' (two foot) wide trenches, filled with 3/4" stone and lined with a filter fabric.

Special structures: Bridges, box culverts, deep manholes, non-standard endwalls, and other special structures shall be designed in accordance with good engineering practices and shall be subject to the approval of the Town Engineer.

Surface and subsurface combined drains: Combined surface storm water and subsurface water drains may be installed only with the permission of the Town Engineer. Graded aggregate shall be used around the pipe and with the pipe and aggregate enclosed in an approved filter fabric. Combined drains shall not be used when crossing the roadway.

Curtain Drains: The installation of curtain drains is a primary consideration is to prevent seeping of water onto the pavement, with resultant freezing in the winter due to slow flow in the road gutter. Designs shall be based on actual site conditions.

#### *06.02.02 Computation of Stormwater Flows*

Stormwater flows may be computed by use of the Rational Method or by use of the methods described in the most current edition of the U.S. Soil Conservation Service Technical Release No. 20, or Technical Release No. 55. In general, the use of the Rational Method is discouraged for use in computing flows from drainage areas in excess of 200 acres, or for computing flows from 100-year frequency storms.

Regardless of the method that is utilized, all computations shall include a Drainage Analysis Map which clearly delineates the drainage area and flow path used for determining the time of concentration to each proposed drainage facility and each existing downstream drainage structure that may become hydraulically overloaded or damaged. The drainage analysis map shall show existing topography of the drainage areas (based on the best available existing mapping), existing and proposed roads, watercourses, wetlands, flood hazard zones, existing and proposed vegetation (woods, fields, lawns, etc.), existing and proposed drainage facilities and structures, and the proposed area of development. When U.S. Soil Conservation Service methods are used, the drainage analysis map shall also show soil types as shown on the most currently available soils maps as prepared by the U.S. Soil Conservation Service.

#### *06.02.03 Rational Method Computations*

Where the Rational Method formula is used, computations shall conform with the following guidelines:

1. Runoff Coefficients



Where the Rational Method formula is used, the following runoff coefficients ("C" values) shall be the minimum values utilized for each type of surface, and a composite "C" value computed for each tributary drainage area. In any case, a composite "C" value of less than 0.30 shall not be used for single-family residential developments.

Type of Surface	Runoff Coefficient "C" (1) (10-year Storm)
Pavement, roofs, and impervious surfaces	0.90
Embankment Slopes (cuts and fills)	0.40
Lawns:	
Flat Slope (2% or less)	0.17
Average Slope (2% to 7%)	0.22
Steep Slope (7% or greater)	0.35
Cultivated Fields	0.45
Pasture	0.30
Meadows (moist, level grassland)	0.10
Forested Areas	0.20

For 25-year storm increase runoff coefficients by 20%, for 50-year storm, increase by 35%, and for 100-year storm increase by 55% (except for pavement, roofs and impervious surfaces).

2. Time of Concentration

Time of concentration (t) shall be determined by the Seelye Nomograph for overland flows, and the Kipich Nomograph for concentrated flows.

3. Rainfall Intensities

Rainfall intensities (i) shall be determined using the frequency/intensity/duration curves for Hartford, Connecticut. The minimum allowable time of concentration shall be five minutes.

*06.02.04 Open Channels*

In general, open channels shall be avoided, except in conjunction with an approved roadway design incorporating open drainage systems, and as may be required at storm drainage system outlets to convey storm water discharges to an acceptable outlet. Where open channel flow is required, the channel shall be properly designed to safely carry the design flow. Open channels shall be in the form of a trapezoid having a bottom width of at least two feet and side slopes of not less than two feet horizontal to one foot vertical. The channel shall be seeded and protected with erosion control blankets, sodded, riprapped or otherwise stabilized as the flow quantities and velocities require.

Special attention shall be given to the stabilization of open channels in the immediate vicinity of pipe inlets and outlets, bridges, at bends and curves and at other critical locations as required to prevent scouring, erosion and/or siltation of watercourses and culverts, and undermining of drainage structures.

Hydraulic design of open channels and- design of bed and bank stabilization shall be done in accordance with the applicable criteria of the most current edition of the Federal Highway Administration publication entitled "Design of Roadside Drainage Channels".

06.02.05 *Connection of Private Drains*

Unless otherwise approved by the Director of Public Works, private storm drains, yard drains, area drains, footing drains, curtain drains, underdrains, basement drains or other drains of any kind, shall not be permitted to discharge upgradient or into a town road or road proposed to be dedicated to the town at a future date. Any such private drains shall be connected to storm drainage structures. When such a connection is not possible or practical, they may be connected directly to an existing or proposed storm drain if approved by the Director of Public Works. Where direct connections are made, they shall utilize appropriate fittings, and be preceded by an access extended to grade. Such access shall be located within a town road right-of-way or easement, and shall have a minimum diameter of twelve inches, or as otherwise deemed necessary to provide direct observation and to facilitate sampling. All access structures shall be provided with a secure top to preclude accidental entry. The following notation shall be placed on all design drawings where the connection of private drains are proposed; "Private drains are the sole responsibility of the owner and the Town shall assume no responsibility for any maintenance, replacement and/or repair. The owner of the drain shall hold the Town harmless for any damage or injuries resulting from such connection.

06.02.06 *Detention Basins*

Detention basins shall conform to the following:

1. Requirements: Detention basins, surface or subsurface, shall be constructed for the purpose of limiting peak discharge from the storm system of the developed area where such discharge would adversely affect the peak flows on receiving streams and storm system.
2. Storm Return Frequency: Detention basins shall be designed for a storm return frequency of not less than 2, 10, 25, and 100 years, or as otherwise directed by the Town.
3. Procedure: The procedure for computing the outflow from detention areas shall consist of the development of an inflow hydrograph and the routing of the inflow through the detention basin to develop an outflow hydrograph.
4. Inflow Hydrograph: The inflow hydrograph may be developed by the modified Rational Method or by the Soil Conservation Service Method. Routing through the detention basin shall be by application of standard storage equation. Other acceptable methods may be used as approved by the Town Engineer.
5. Structure Design: Types and requirements for the retention structure design shall be as appropriate for the site and be in general accordance with the SCS Handbook #387 and the Conn. DOT "Drainage Manual". All designs shall be approved by the Town Engineer.
6. Maintenance Roads: Maintenance roads and easements shall be provided for all retention facilities. The roads shall be a minimum of 12' (twelve feet) wide with a surface treated, 12" (twelve inches) rolled gravel base. Grades shall not exceed 10%.
7. Fencing: Fencing shall be as prescribed by the Town and approved by the Superintendent of Public Works.

6.02.07 *Sediment and Erosion Control*

Permanent and/or temporary pollution control measures shall be constructed to prevent sedimentation of streams, watercourses, lakes, ponds, and storm systems (refer to Section 08).

06.03 Materials

06.03.01 *Reinforced Concrete Pipe*

Reinforced concrete pipe, of the same size indicated on the approved plans, shall be Class IV, conforming to the requirements of Article M.08.01, paragraph 6. Class V pipe shall be used in deep fills.

Joints in concrete pipe shall be sealed with either cold-applied bituminous sealer, preformed plaster gaskets, or flexible, water-tight, rubber-type gaskets conforming to the requirements of Article M.08.01. If the temperature is above 35 degrees F, joints may be Portland cement conforming to the requirements of Article M.11.04.

Reinforced concrete culvert ends shall conform to the requirements of Article M.08.01, paragraph 22.

*06.03.02 Corrugated Polyethylene Pipe*

Corrugated polyethylene pipe, either corrugated interior surface (Type C) or smooth interior surface (Type S) without perforations or with perforations (Type CP or SP), shall conform to AASHTO M252 or M294 and Article M.08.01-225.

*06.03.03 Underdrains*

Perforated ACCMP, RCP and plastic pipe shall comply with appropriate paragraphs of Article M.08.01.

Aggregate for filling the trench shall meet the requirements of Article M.08.03.

*06.03.04 Catch Basins*

Catch basins shall be of the type specified and shall be constructed in locations shown on the approved plans.

Catch basins shall have a 2' (two foot) deep sump.

Catch basin tops and sumps shall be precast units conforming to Article M.08.02, paragraph 4. Catch basins may be constructed of concrete building brick or precast masonry units conforming to Article M.08.02, paragraphs 2 and 3, respectively.

Metal for grates and frames as shown in the standard details shall conform to Article M.08.02, paragraph 5.

Catch basin tops shall be adjusted to the required finished road grade.

*06.03.05 Riprap*

Riprap materials and construction methods shall conform to the applicable requirements of the State Standard Specifications for "Culvert Ends".

*06.03.06 Filter Fabric*

Filter fabric shall conform to Article M.08.01-26, as applicable. The type of fabric shall be appropriate for the proposed use.

*06.03.07 Miscellaneous Open Channel Stabilization*

General. Seeding, sodding, burlap erosion protection and other methods of stabilizing beds and banks of open channel shall conform to the applicable materials and construction methods specified in the State Standard Specifications for the particular method approved for use.

Materials and Methods Where No State Standard. Where the State Standard Specifications do not cover the stabilization method approved for use, materials and construction methods shall conform to the

Standards and Specifications contained in the most current edition of the "Erosion and Sediment Control Handbook for Connecticut", as published by the U.S. Soil Conservation Service.

06.04. Construction Specifications

*06.04.01 General Requirements*

Construction survey stakes will be established at least at 50' (fifty foot) intervals and at all structures. The construction stake shall be marked with the station, offset to the pipeline or structures, and cut to invert.

The backfilled trenches and any adjacent disturbed slopes shall be stabilized to prevent erosion by implementing the appropriate measures described in Section 12 and in the manual "Erosion and Sediment Control Handbook, 1988", published by the U.S. Department of Agriculture, Soil Conservation Service, Storrs, Connecticut.

When excavation takes place in dry weather, reasonable precautions shall be taken by the contractor to insure that the inhabitants in the vicinity of the excavation are not unnecessarily inconvenienced by, or caused discomfort by dust raised from construction operations. Dust should be stabilized by water spray or chemical means, such as calcium chloride.

*06.04.02 Trench and Other Excavations*

Trench and other excavations shall be of sufficient width and depth at all points to allow pipe to be laid, joints to be formed, and other construction to be placed or built in the most thorough and workmanlike manner; and to allow for trench-side protection, pumping and draining, and for removing and replacing any unsuitable material.

Storm sewer trenches shall be of a depth necessary to cover pipe as shown on the approved plans.

Excavations in earth digging shall be at least 12 (twelve inches) wider than the outside dimensions of the structures they are to contain. The bottom of the pipe trench shall be excavated to lines and shapes satisfactory to the Town Engineer, and to conform to the outside of the pipe insofar as the material will permit, so that the pipe shall have a continuous and even bearing. Whenever the bottom trench or other excavation is rock or boulders, it shall be excavated 6" (six inches) below grade and refilled to grade with sand well-tamped in place. The sides of trench or other excavation in rock shall be excavated to such width at no rock shall be closer than 6" (six inches) to the pipe barrel or other structures. Excavated material may be used for backfill, if suitable. Unsuitable material shall be replaced with bank run gravel conforming to Article M.02.01. When soft or unsuitable material is encountered, the depth of excavation shall be increased to 1' (one foot) below the pipe bottom. The excavated material shall be replaced it (compacted gravel fill conforming to Article M.02.02.

*06.04.03 Rock Excavation*

In rock excavation, it is especially required that all blasting shall be executed by experienced powdermen in strict accordance with lawful regulations and shall be conducted with all possible care so as to avoid injury to persons and property. It is further required that the rock shall be covered; that sufficient warning shall be given to all persons in the vicinity of the work before blasting; that care shall be taken to avoid injury to electric and telephone lines, drains and other structures; and that caps or other exploders shall not be kept in the same place in which dynamite or other explosives are stored. The contractor shall be held responsible for any claims for damage caused by blasting.

The contractor, in addition to observing all laws and ordinances relating to the storage and handling of explosives, shall also comply with any further regulations which the Town Engineer may deem necessary in this respect.

*06.04.04 Water Removal*

The contractor shall remove any water which may accumulate or be found in the trench and other excavations made for drainage construction by pumping, draining, bailing, or otherwise; and shall form all sumps and build drains or other works necessary to maintain them. New masonry, shall be protected from injury resulting from the dewatering process. The contractor shall at all times have upon the work site sufficient pumping machinery.

Water from trenches and excavations shall be properly disposed of so as to not endanger public health, public or private property, work completed or in progress, the surface of the highways, cause any interference with public use of existing highways or other traveled ways.

Temporary roadway drainage systems shall utilize erosion checks to prevent sedimentation of any water bodies.

*06.04.05 Backfilling*

After joints of the storm pipe lines have been completed, the trench shall be backfilled with existing material or selected material if the existing material is unsuitable. The backfill around the sides of the pipe shall be deposited in 6" (six inch) layers, evenly distributed on both sides of the pipe and tamped in place with power tampers or other suitable tools. The remaining fill above the pipe shall be compacted to the elevation of the road subgrade.

A sufficient number of tampers satisfactory to the Town Engineer shall be provided for compacting the backfill. Backfill around the manholes and around other appurtenant structures shall be placed and compacted as specified above for backfill around pipes. No stones weighing over 50 (fifty) pounds shall be backfilled into the pipe trench or against the structures.

*06.04.06 Pipe Installation*

Normally, the placement of pipes shall start at the downstream end and progress upstream. All pipe shall be carefully laid, true to the lines and grades shown on the drawings; for reinforced concrete pipe, place hubs up grade and with the spigot ends fully entered into the adjacent hubs.

Jointing shall be in accordance with Article 6.51.03.

If so ordered by the Town Engineer, any pipe not in true alignment, or showing any settlement or distortion after laying shall either be relaid or corrected to the satisfaction of the Town Engineer.

Where shown on the drawings, the contractor shall connect the proposed drainage system with existing structures or pipes. This work shall be performed in workmanlike manner.

Culvert ends shall be placed as specified in Article 6.52.03.

*6.04.07 Placing Riprap*

The area indicated on the drawings to be protected by riprap shall be accurately shaped as shown on the detail drawings.

Riprap shall be placed in accordance with Article 7.03.03.

*06.04.08 Constructing Catch Basins*

Catch basins, manholes, and drop inlets shall be constructed in accordance with Article 5.07.03.

*06.04.09 Underdrains*

Underdrains shall be constructed in accordance with Article 7.51.02.

*06.04.10 Filter Fabric*

When filter fabric is specified, construction shall be in accordance with the manufacturer's instructions, or as directed by the Town Engineer.

*06.04.11 Erosion and Sedimentation Control Structures*

These structures shall be constructed in accordance with the Conn. DOT "Drainage Manual"; the USDA, SCS, "Erosion and Sediment Control Handbook".

## **07. UTILITIES**

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### 07.01 Utilities Locations

#### *07.01.01 Water Mains*

Water mains shall be placed 10' (ten feet) north and west of the roadway center line and shall have a minimum cover of 4½' (four and one-half feet).

#### *07.01.02 Hydrants*

Hydrants shall be 3' (three feet) from the outside of the curb line.

#### *07.01.03 Telephone Cables and Cable Television*

Underground telephone cables and cable television shall be 3' (three feet) from the north and west right-of-way lines at a minimum depth of 30" (thirty inches) below finished grade. Above-ground appurtenances of these cables shall be 7' (seven feet) from right-of-way lines.

#### *07.01.04 Power Cables*

Underground power cables shall be 3' (three feet) from the south and east right-of-way lines at a minimum depth of 30" (thirty inches) below sidewalk finished grade. Above ground appurtenances for these cables shall be 7' (seven feet) from right-of-way lines.

#### *07.01.05 Gas Mains*

Gas mains shall be placed 10' (ten feet) to the south and east of the roadway centerline and shall have a minimum cover of 3' (three feet).

#### *07.01.06 House Service Gates*

House service gates, both water and gas, shall be 3' (three feet) from the curb line.

#### *07.01.07 Sanitary Sewers*

Sanitary sewers shall be 5' (five feet) from the south and east roadway curb line.

### 07.02. Utility Instructions

#### *07.02.01 Existing and Proposed Utility Locations*

Existing and proposed utility locations shall be shown on the roadway plan and profile drawings described in previous sections.

#### *07.02.02 Utility Instructions*

The utility instructions shall be in accordance with the requirements of the standards and specifications or authority or owner of the individual utility.

#### *07.02.03 Excavating for Utilities*

All excavating for utilities shall be completed prior to the placement of any processed gravel.

#### *07.02.04 Telephone, Television, Power Cables*

Telephone, television, and power cables may be placed on the same side of the right-of-way in accordance with the utility company's installation requirements.

## **08. EROSION AND SEDIMENTATION CONTROLS**

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All plans proposing the disturbance of soil or vegetation in an area deemed sensitive to erosion by the Town shall include a plan of measures to be taken to minimize soil erosion and sedimentation of watercourses and drainage systems.

### 08.01 Minimum Requirements

A soil erosion and sedimentation control plan, when required, shall be submitted with the application for development and contain at least:

1. Map
  - a. Topography
  - b. Cleared and graded areas
  - c. Proposed land alterations
  - d. Details and location of all control measures
  
2. Narrative description of:
  - a. The project concept and goals
  - b. Schedule for major land activities/alterations
  - c. Soil erosion and sediment control measures
    1. Design criteria
    2. Application/construction details
    3. Proposed maintenance practice

### 08.02 Plan Outline

The plan must include the items required in Section 8.01. Minimum Requirements. The following erosion and sedimentation control plan outline includes the items in Section 8.01 as well as other issues that should be considered when preparing the plan and included in the plan when applicable.

The plan outline is to be used as an aid in preparing and approving erosion and sedimentation control plans. Its purpose is to serve as a reminder to the developer and the Town of major items that generally need to be considered when developing a plan. The plan outline is as follows:

1. Vicinity Map
  - a. Project location
  - b. Roads, streets
  - c. North arrow
  - d. Scale
  - e. Major drainageways
  - f. Major land uses of surrounding areas
  
2. Project Features
  - a. Property lines
  - b. Limit and acreage of development application
  - c. Limit and acreage of disturbed area
  - d. North arrow
  - e. Scale
  - f. Legend
  - g. Planned and existing roads and streets; elevations and locations
  - h. Buildings - existing and planned; elevations and locations



- i. Land use of surrounding areas
- j. Access roads; temporary and permanent
  
- 3. Natural Features
  - a. Soils
  - b. Rock outcrops
  - c. Seeps, springs
  - d. Inland and coastal wetlands
  - e. Flood plains
  - f. Streams, lakes, ponds, drainageways, dams
  - g. Existing vegetation
  - h. Natural features of adjacent areas
  
- 4. Topographic Features
  - a. Contours - present and planned (normally 2' (two foot) intervals)
  - b. Areas of cut or fill
  - c. Planned grades and slope steepness
  
- 5. Drainage System
  - a. Existing and planned drainage pattern
  - b. Existing and planned drainage area map (include off-site areas that drain through project)
  - c. Size of drainage areas
  - d. Size and location of culverts and storm sewers
  - e. Design calculations and construction details for culverts, storm sewers, etc.
  - f. Size and location of existing and planned channels or waterway-s with design calculations and construction details to control erosion of the channel or waterway
  - g. Existing peak flows with calculations
  - h. Planned peak flows with calculations
  - i. Changes in peak flows
  - j. Off-site effects of increased peak flows or volumes
  - k. Measures with design calculations and construction details to control off-site erosion caused by the project
  - a. Survey and soil intonation below culverts and storm sewer outlets
  - l. Measures with design calculations and construction details to control erosion below culverts and storm sewer outlets
  - m. Measures with design calculations and construction details to control groundwater, i.e., seeps, high water table, etc.
  
- 6. Utility System
  - a. Location of existing and planned septic systems
  - b. Location and size of existing and planned sanitary sewers
  - c. Location of other existing and planned utilities, telephone, electric, gas, etc.
  
- 7. Clearing, Grading, Vegetative Stabilization
  - a. Areas to be cleared, staging and sequence of clearing
  - b. Disposal of cleared material
  - c. Areas to be graded, staging and sequencing of grading

- d. Areas and acreage to be vegetatively stabilized
  - e. Planned vegetation with details of plants, seed, mulch, fertilizer, planting dates, etc.
  - f. Temporary erosion protection of disturbed areas
  - g. Temporary erosion protection when time of year or weather prohibit establishment of permanent vegetative cover
8. Erosion Control Measures
- a. Construction drawings and details for temporary and permanent measures
  - b. Design calculations
  - c. Maintenance requirements of measures during construction of project
  - d. Person responsible for maintenance during construction of project
  - e. Maintenance requirements of permanent measures when project is complete
  - f. Organization or person responsible for maintenance or permanent measures when project is complete
9. Narrative
- a. Nature, purpose and description of project
  - b. Potentially serious erosion or sediment problems
  - c. The stages of development if more than one stage is planned
  - d. The sequence of major operations on the land, such as installation of erosion control measures, clearing, grading, temporary stabilization, road base, road paving, building construction, permanent stabilization, removal or temporary erosion control measures
  - e. The time required for the major operations identified in the sequence
  - f. The planned dates for the project. These are often subject to change depending upon markets, financing and permit approvals, therefore the sequence of all major operations and time required for major operations is more important in minimizing erosion and sediment problems.

### 08.03 Erosion and Sedimentation Measures

Types of erosion and sedimentation measures and facilities to be considered plans:

- 1. Vegetative measures
- 2. Non-structural measures
- 3. Structural measures

#### *08.03.01 Vegetative Measures*

- 1. Temporary vegetative cover
- 2. Permanent vegetative cover
- 3. Sodding
- 4. Trees, shrubs, vines and ground cover
- 5. Vegetative streambank stabilization

#### *08.03.02 Non-structural Measures*

- 1. Temporary mulching
- 2. Permanent mulching
- 3. Dust control
- 4. Topsoiling
- 5. Land grading

- 6. Sediment barriers
- 7. Silt curtain

08.03.03      *Structural Measures*

- 1. Graded waterway
- 2. Diversion
- 3. Permanent lined waterway
- 4. Sediment basin
- 5. Detention basin
- 6. Construction entrance
- 7. Outlet protection
- 8. Subsurface drain
- 9. Riprap
- 10. Gabions
- 11. Reinforced concrete retaining wall
- 12. Precast cellular blocks
- 13. Prefabricated retaining walls
- 14. Grade stabilization structure
- 15. Temporary stream crossing
- 16. Temporary channel lining

## 09. DRIVEWAYS

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### 09.01 Permit Requirements

A driveway or access road serving private property and intersecting with a town road shall be constructed in such a manner that it does not interfere with the existing drainage, movement of traffic, or removal of snow from the abutting road. No person, firm or corporation shall conduct work or make improvements of any kind within a town road or associated right-of-way, including but not limited to clearing, excavating or grading, until a permit has been obtained from the Director of Public Works or his authorized agent at least seventy-two (72) hours prior to the commencement of any work. Driveways serving more than one lot shall conform to the standards established in this section, except as may otherwise be required by the East Hampton Subdivision Regulations.

Application for a permit shall be made on forms provided by the Building Department and shall be accompanied by a sketch or drawing showing the proposed work to be done. The sketch or drawing shall be in sufficient detail to facilitate an inspection of the work by Town personnel. The Director of Public Works may require the submission of detailed plans, specifications and other engineering data with the application when he shall deem it to be necessary. No permits shall be issued unless all proposed work conforms to the requirements outlined in this section and the Standard Details.

Application fees, in an amount prescribed on the most current Town Fee Schedule shall be submitted with all applications. In addition, a Certificate of Insurance conforming to current town requirements with respect to the types of coverage and limits of liability shall also be submitted. No permits shall be issued until the application fee has been paid, and the Certificate of Insurance received.

All construction work covered by a Driveway Permit shall be subject to the inspection and approval of the Director of Public Works or his authorized representative. It is the responsibility of the owner to notify the Director of Public Works at least seventy-two (72) hours prior to any paving of a driveway or driveway apron so that an inspection can be made of the gravel base and driveway or driveway apron grade. If in the opinion of the Director of Public Works or his authorized representative there is some question if the driveway or driveway apron exceeds the maximum grades permitted in this section, then it is the responsibility of the owner to retain the services of a licensed land surveyor to prepare a profile based on actual field survey. Any driveway or, driveway apron that is not found to be in conformance with the requirements in this section shall be reconstructed as required to conform.

All proposed construction work shall be completed within one hundred eighty (180) calendar days after issuance of the Driveway Permit unless a one hundred eighty (180) calendar day extension of time is granted by the Director of Public Works upon written request by the owner for such extension and for good cause shown. If a proposed driveway is not constructed within three hundred sixty (360) calendar days from the date of issuance of a permit from the Director of Public Works, the permit shall be null and void.

No certificate of occupancy shall be issued until the Director of Public Works or his authorized representative approves the driveway or, if due to the time of year the bituminous concrete mix plants are closed, a Driveway Completion Bond is provided to the Town to ensure that all work is completed within a six (6) month period. Driveway Completion Bonds shall be in the form of a certified check in an amount determined as follows:

Driveway Aprons	\$500.00
Additional Required Driveway Length to High Point	\$10.00 per lineal foot Driveway
Repairs	No bond required

Should the owner fail to complete the driveway improvements within the six (6) month time period beginning on the date the bond was provided to the Town, the bond shall be forfeited, and the Town shall utilize the funds to complete the required work. Any excess funds remaining after completion of the improvements shall accrue to the Town.

#### 09.02 Driveway Criteria

Paved driveway aprons shall be provided at each intersection of a driveway with an abutting town road. The driveway apron is that portion of the driveway extending from the town road pavement to the right-of-line of the town road or to a distance of ten (10) feet in from the edge of the town road pavement, whichever is greater. Where a town road adjacent to a proposed driveway does not have any type of bituminous surface course, the Director of Public Works may waive the requirement for a bituminous concrete driveway apron.

All paved driveway aprons shall have a minimum lip of one and one-half (1 1/2) inches at the town road gutter line. If a driveway apron is constructed prior to the placement of the top or surface course of a subdivision road to be dedicated to the Town of Hebron at some future date, then the driveway lip shall be increased in height so that after completion of the road construction, a minimum lip of one and one-half (1 1/2) inches is maintained.

Driveways shall have a minimum pavement width of ten (10) feet, and a maximum pavement width of twenty (20) feet. All brush, trees and any other obstructions shall be cleared and removed for a distance of three (3) feet beyond the edge of pavement along both sides of the entire length of the driveway.

The side or edge of a driveway shall not be located any closer than five (5) feet from an adjacent property line. In addition, the point at which the driveway curb radius intersects the edge of pavement or curb line of a town road shall not encroach beyond the point where the extension of the property line meets the town road.

The visibility at driveway intersections with town roads shall be such as to allow a stopped vehicle on the driveway, located ten (10) feet back from the gutter line, to see, and to be seen from, a vehicle approaching from either direction along the town road, a distance of not less than two hundred (200) feet, based on a height of eye and object of 3.5 feet. The Director of Public Works may require the removal of sight obstructions including but not limited to trees, bushes, shrubs, boulders, rocks, and stone walls, or adjustments of cut slopes, adjacent to intersections of a private driveway with a town road in order to assure an adequate sight distance and to ensure a safe and efficient means of access for emergency vehicles.

With respect to grade and driveway surface type, driveways shall be designed and constructed in accordance with the latest revision of the East Hampton Zoning Regulations. Ascending driveways shall be graded so as to establish sheet flow drainage and avoid the discharge of concentrated runoff into town roads.

For driveways which descend into private property, driveway aprons shall rise in elevation from the town road gutter line to the town road right-of-way line a minimum of six (6) inches before descending into the property.

Driveways shall be constructed in such a manner that they do not permit the runoff of water from the abutting town road to enter into the property of the owner, or adjacent properties, thereby creating a nuisance to the Town and the property owner, unless an easement in a form satisfactory to the Town is granted by such owner to the Town for such runoff. Under no circumstances shall a driveway apron be

constructed so as to obstruct or alter the free flow of water in the road gutter line or other drainage ways of the Town.

Where culverts under driveways are required by the Director of Public Works within the town road right-of-way, such culverts shall be constructed of reinforced concrete pipe with concrete flared end sections provided at the pipe inlet and outlet. High density corrugated polyethylene smooth interior pipe shall only be allowed if specifically authorized by the Director of Public Works. Driveway culverts shall be a minimum of fifteen (15) inches in diameter, and sized to adequately convey under the driveway all surface runoff which may reasonably be expected to reach the culvert inlet during a storm with a 10-year recurrence interval. All culverts shall be of such design to withstand AASHTO H-20 loadings and shall have a minimum cover over the top of the culvert of one (1) foot, unless otherwise approved by the Director of Public Works or his duly authorized representative.

Any driveway installation which requires the removal of a portion of a guide rail shall be secured with concrete end anchorages on each side of the driveway. All such work shall be the responsibility, and at the expense of, the applicant.

Driveways shall be located and constructed such that no disturbance of road right-of-way monumentation occurs. In the event of accidental disturbance of a monument, the owner of the property served by the driveway shall be responsible for retaining and paying for the services of a land surveyor licensed in the State of Connecticut to reset the monument and to provide a Letter of Certification to the Director of Public Works.

Where grading is required in a town road right-of-way, slopes shall not be steeper than one (1) unit vertical to two (2) units horizontal, and shall be covered with a minimum of six (6) inches of topsoil, and limed, fertilized, seeded and mulched.

#### 09.03 Driveway Construction Standards

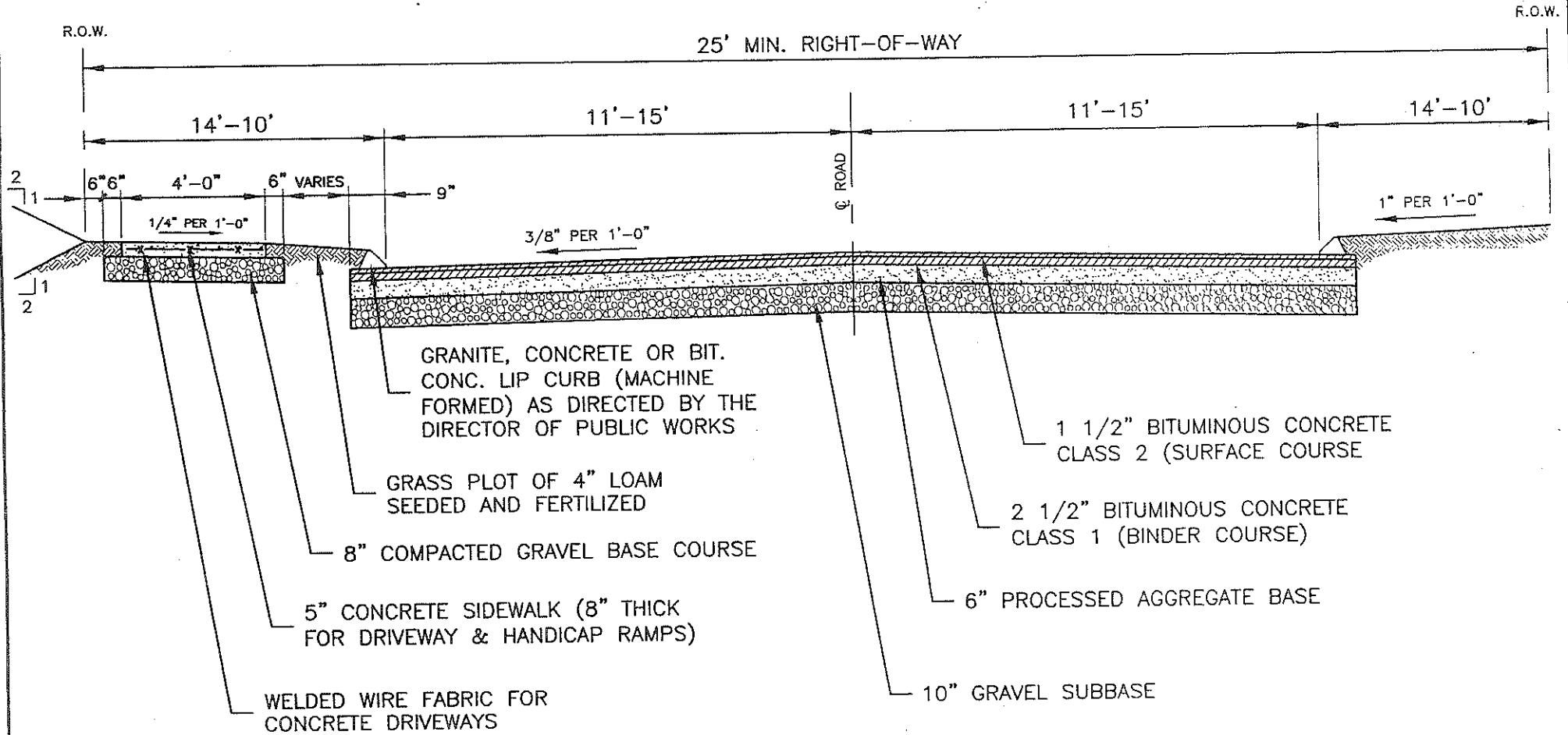
Driveway and driveway apron paving shall consist of a minimum of two (2) inches, after compaction, of Class H bituminous concrete placed on a minimum of eight (8) inches, after compaction, of processed aggregate base. Class II "Bituminous Concrete" and "Processed Aggregate Base" materials shall conform to the State Standard Specifications Sections M.04.01, M.04.03, and M.05.01 respectively.

**APPENDIX. STANDARD DETAILS**

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**NOTES:**

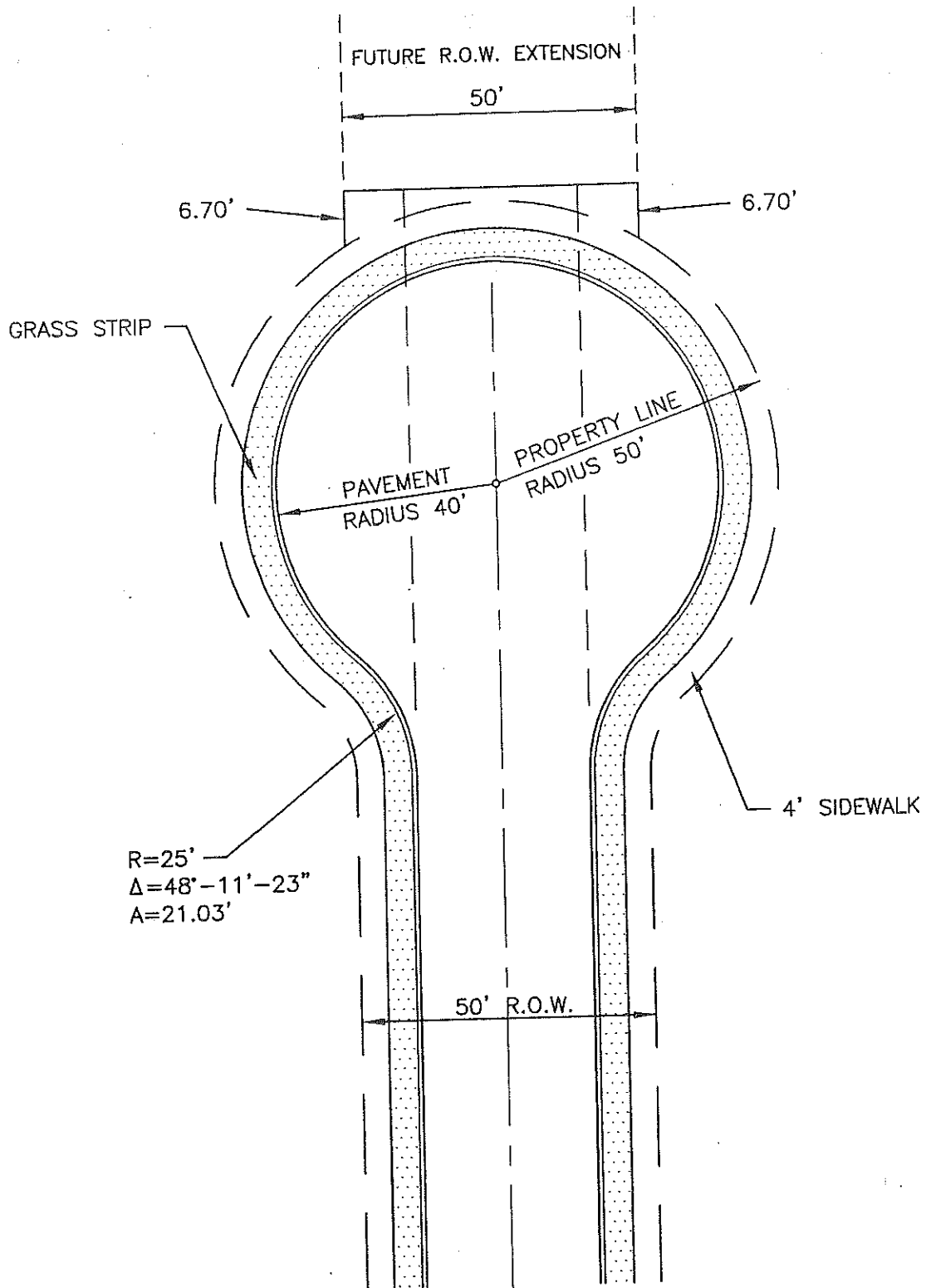
1. ALL MATERIAL THICKNESS ARE FOR COMPACTED DEPTH.
2. IF BINDER COURSE IS LEFT AS TOP COURSE FOR AN EXTENDED PERIOD. A TACK COAT OF BITUMINOUS MATERIAL SHALL BE APPLIED BEFORE LAYING THE



**TYPICAL STREET CROSS SECTION LAYOUT**  
**CURBING**

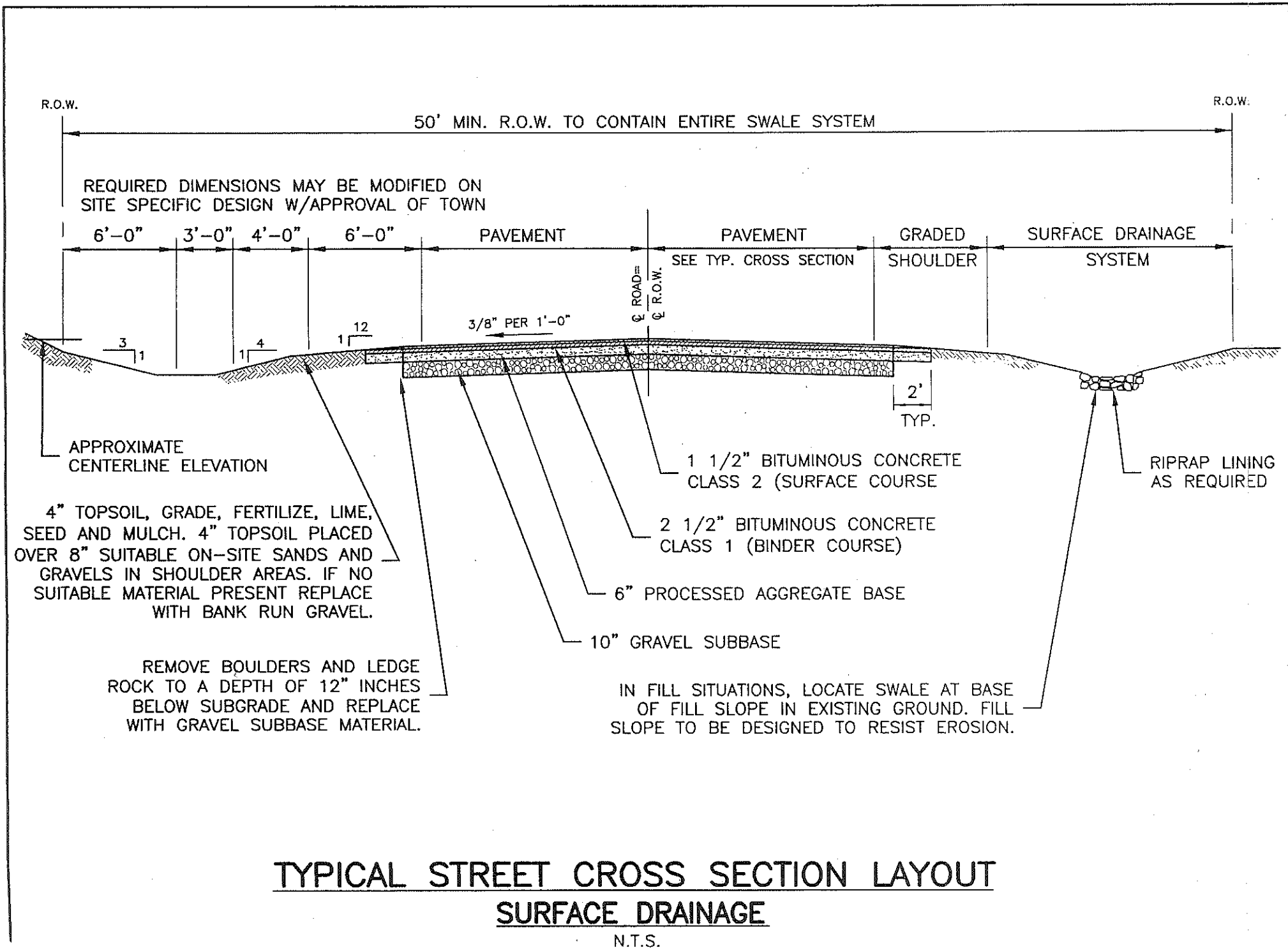
N.T.S.





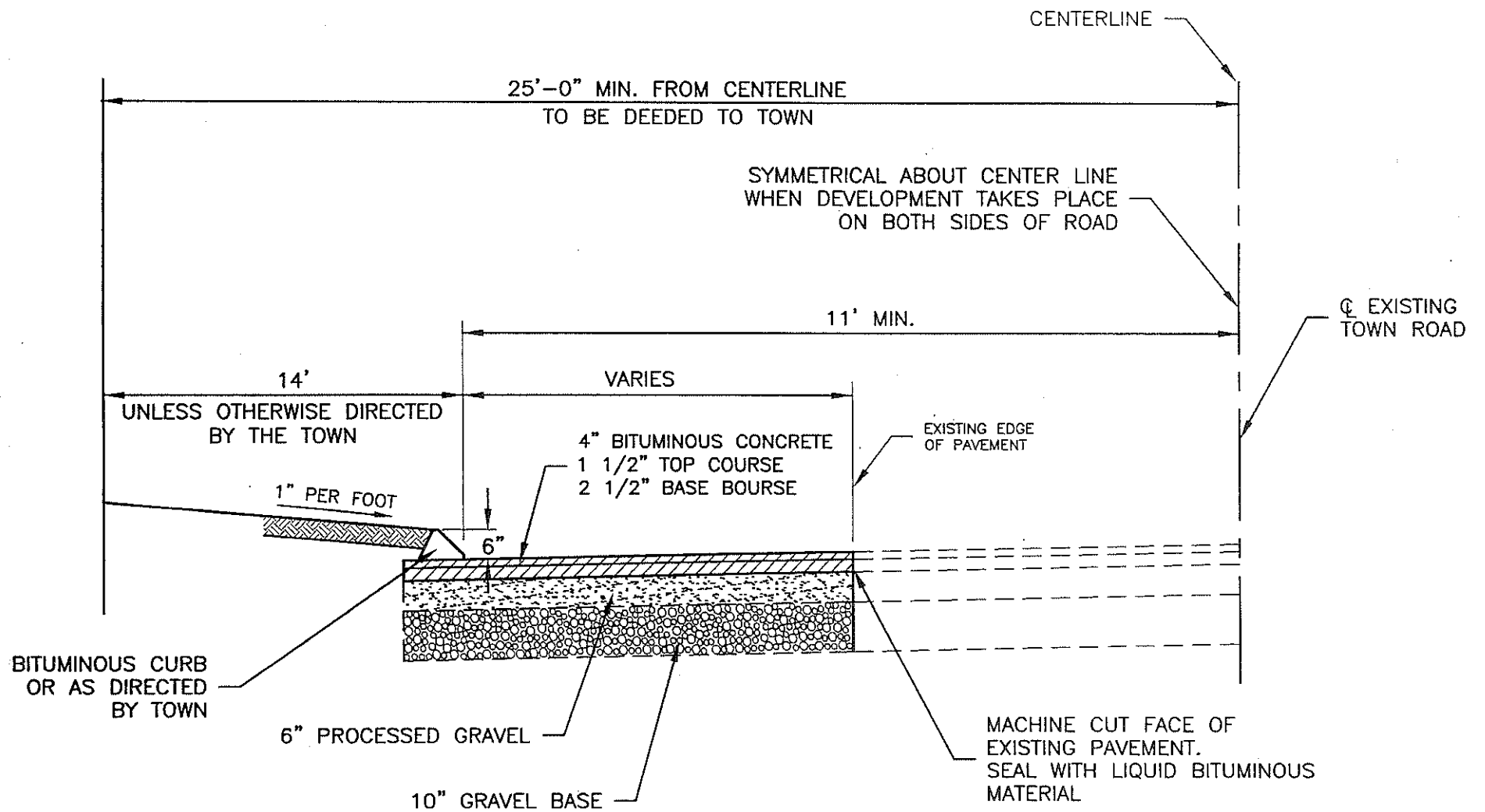
# TURNAROUND LAYOUT

N.T.S.



## TYPICAL STREET CROSS SECTION LAYOUT SURFACE DRAINAGE

N.T.S.

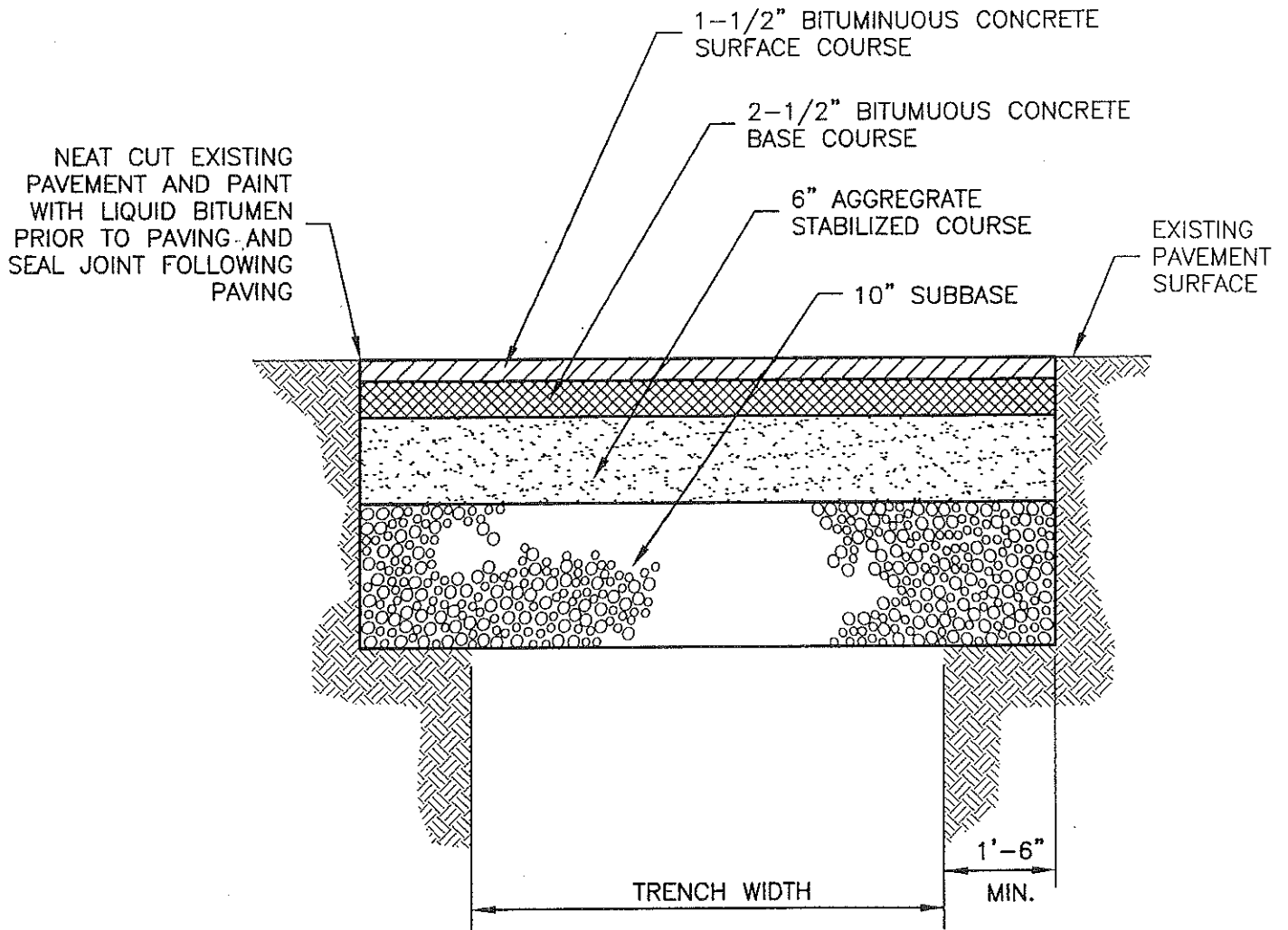


## IMPROVEMENT TO EXISTING STREET

N.T.S.

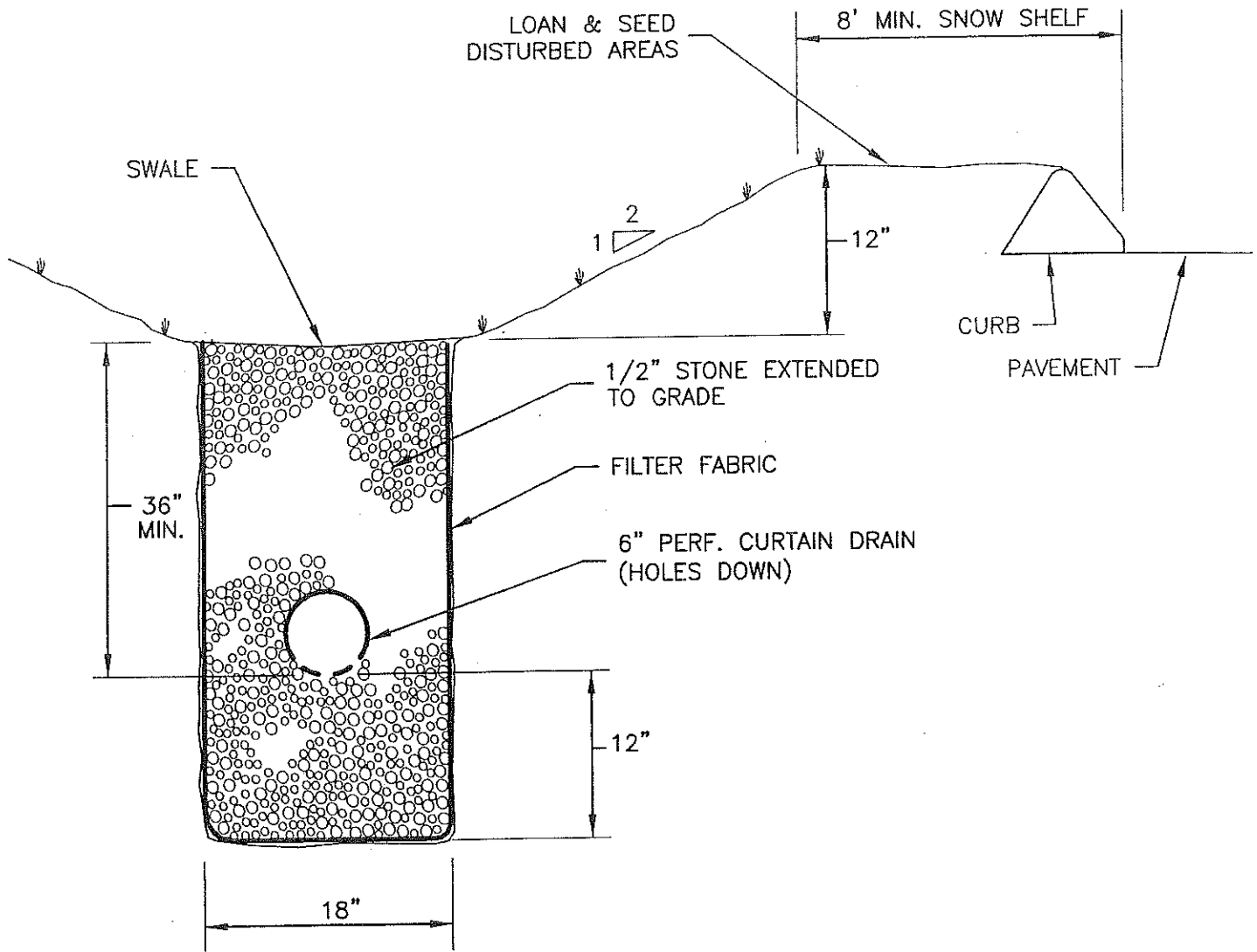
**NOTE:**

THE CONTRACTOR SHALL MAINTAIN A MINIMUM  
15' WIDE TRAVELWAY AT ROAD CROSSINGS AT  
ALL TIMES DURING CONSTRUCTION



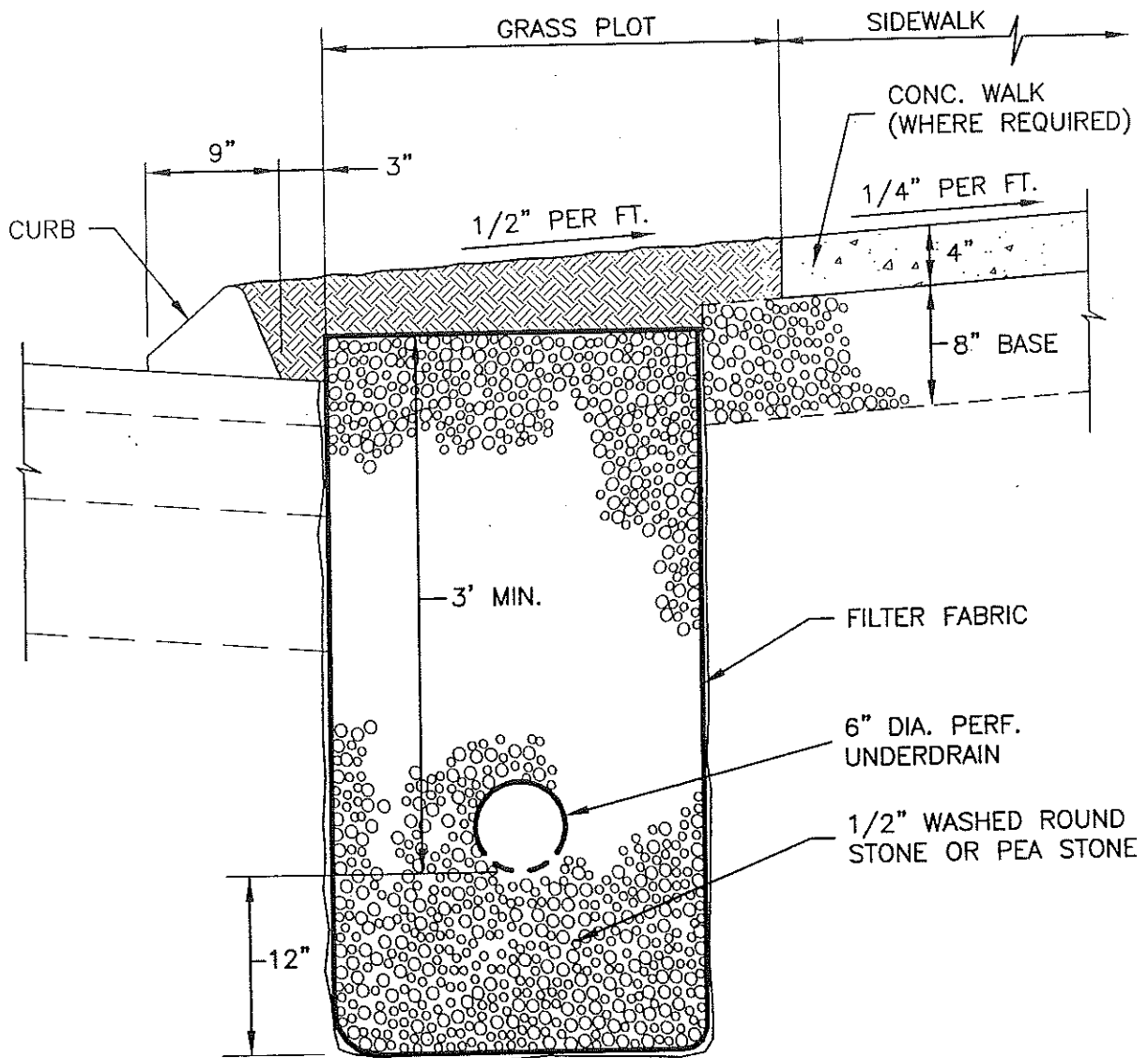
## PAVEMENT REPAIR OVER TRENCH

N.T.S.



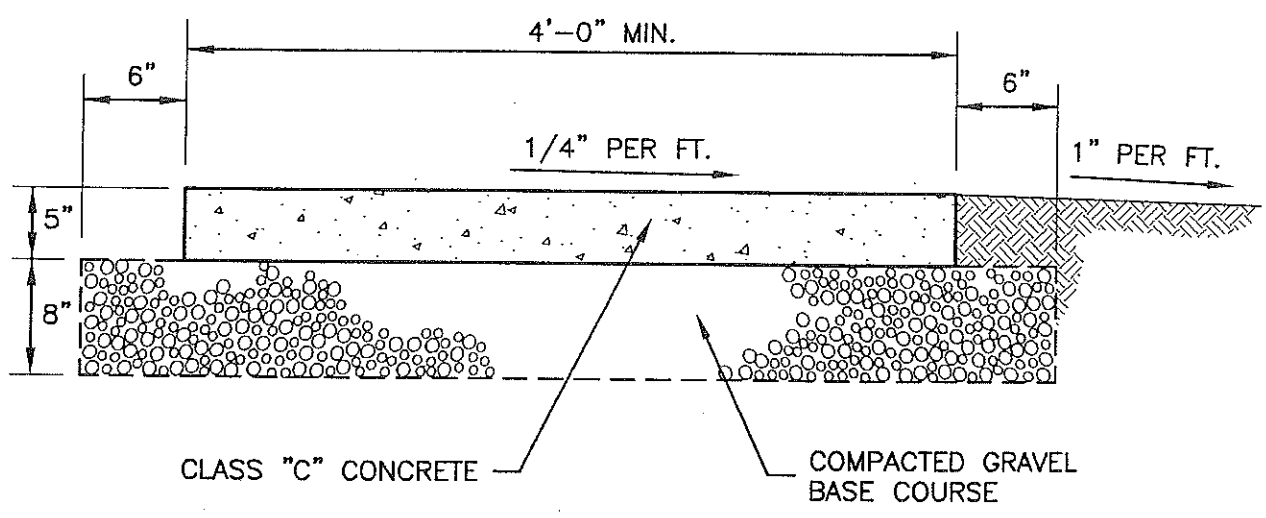
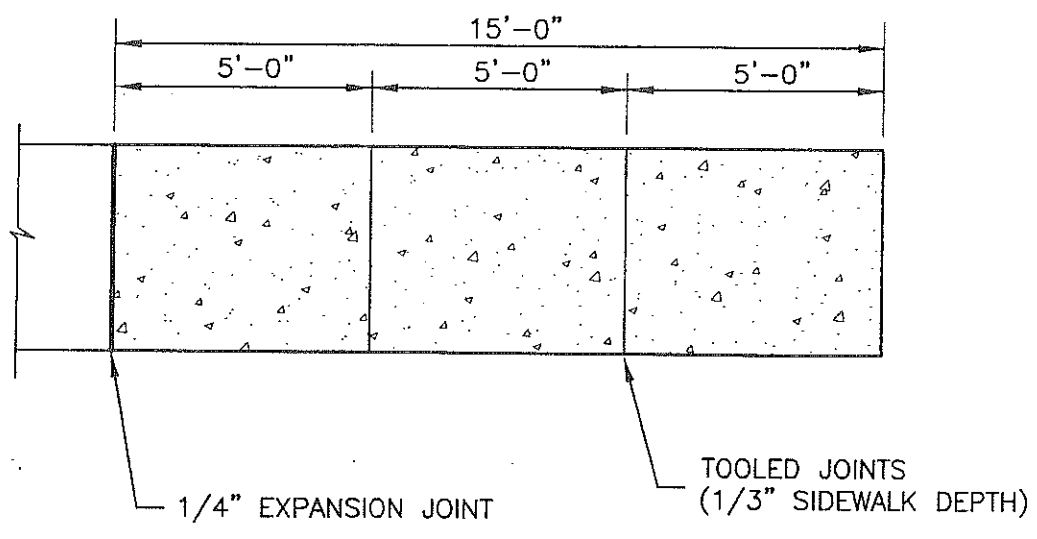
## CURTAIN DRAIN DETAIL

N.T.S.



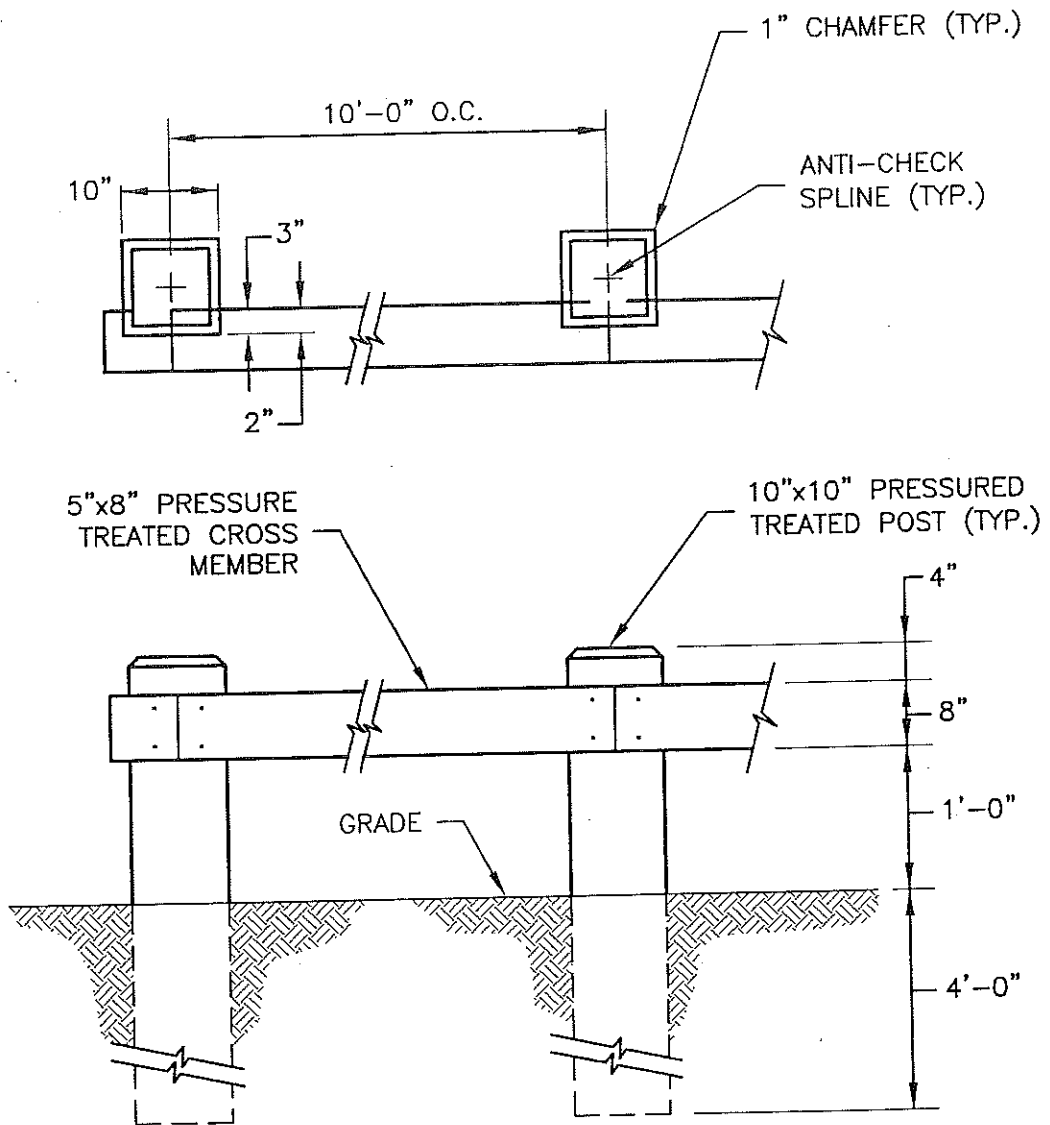
## TYPICAL UNDERDRAIN DETAIL

N.T.S.



SECTION

SIDEWALK DETAIL  
N.T.S.



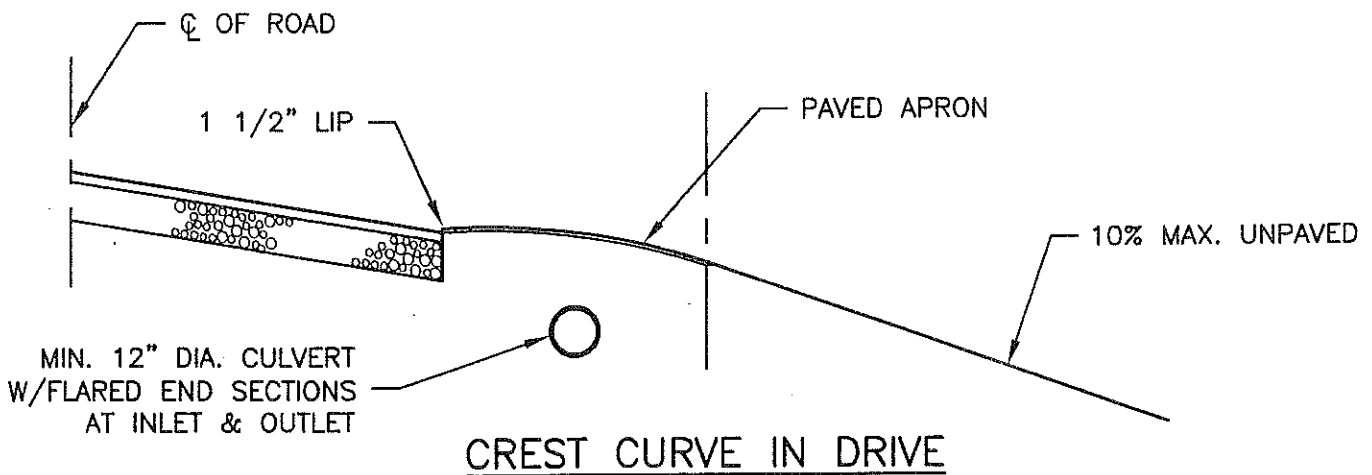
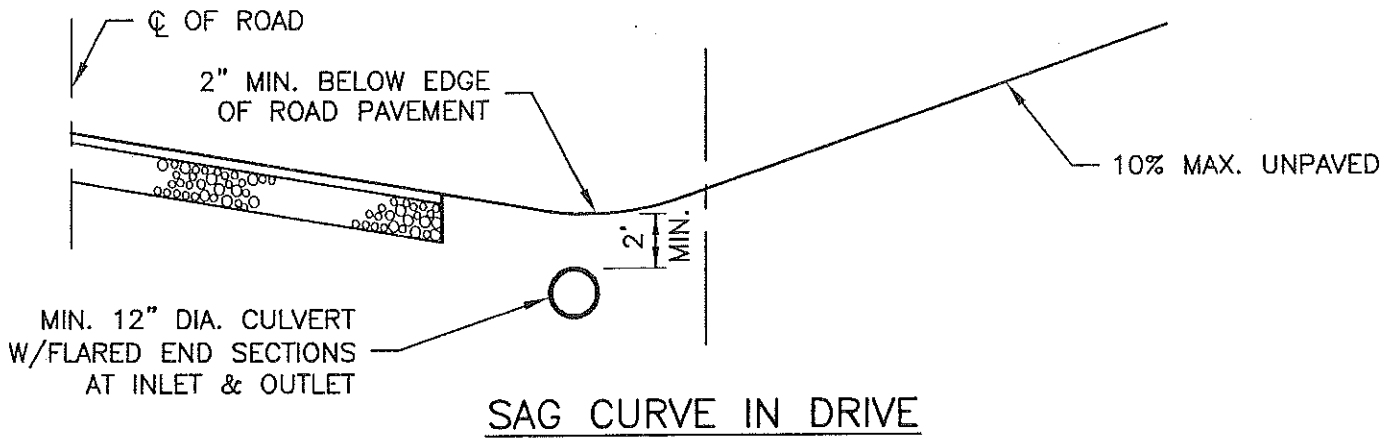
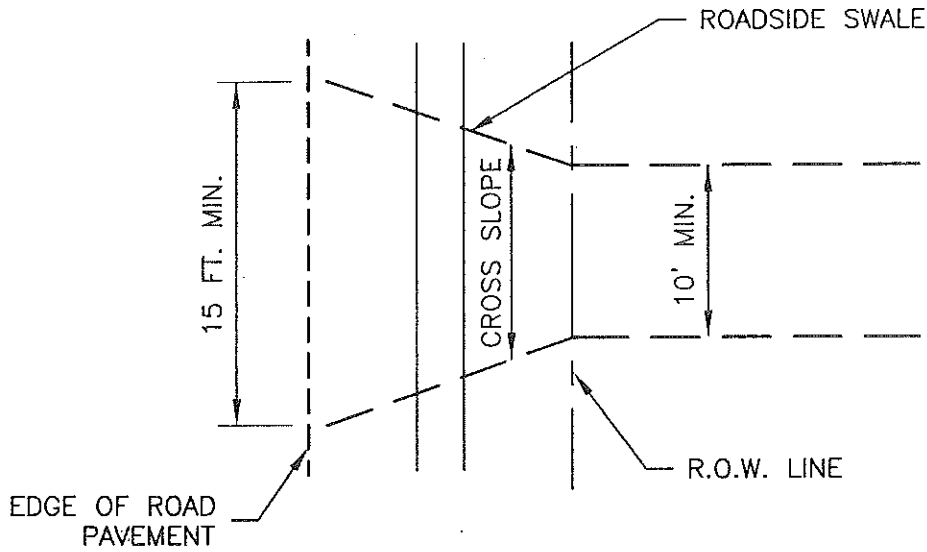
# WOOD GUIDE RAIL

N.T.S.



**NOTE:**

BELOW DETAILS SHALL BE USED WHERE A STORM DRAINAGE SYSTEM IN THE ROAD EXISTS

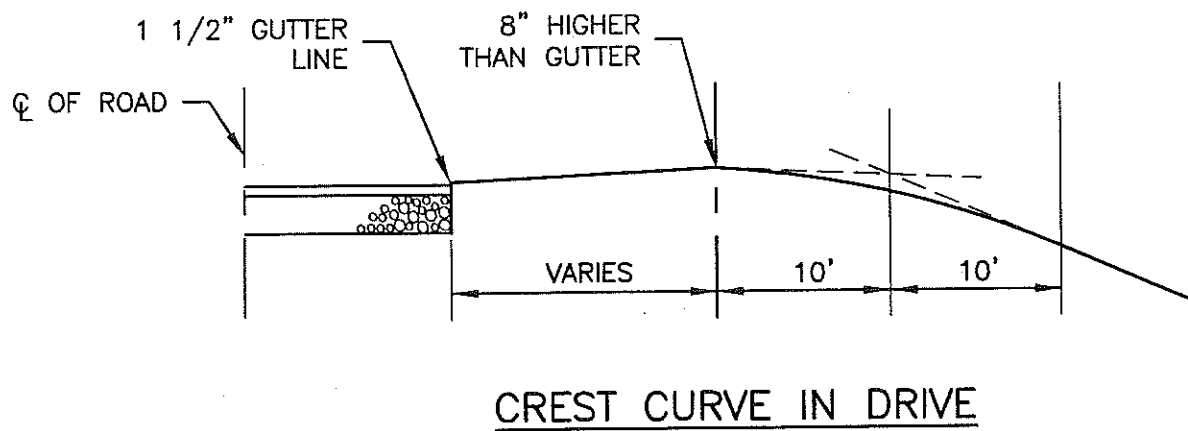
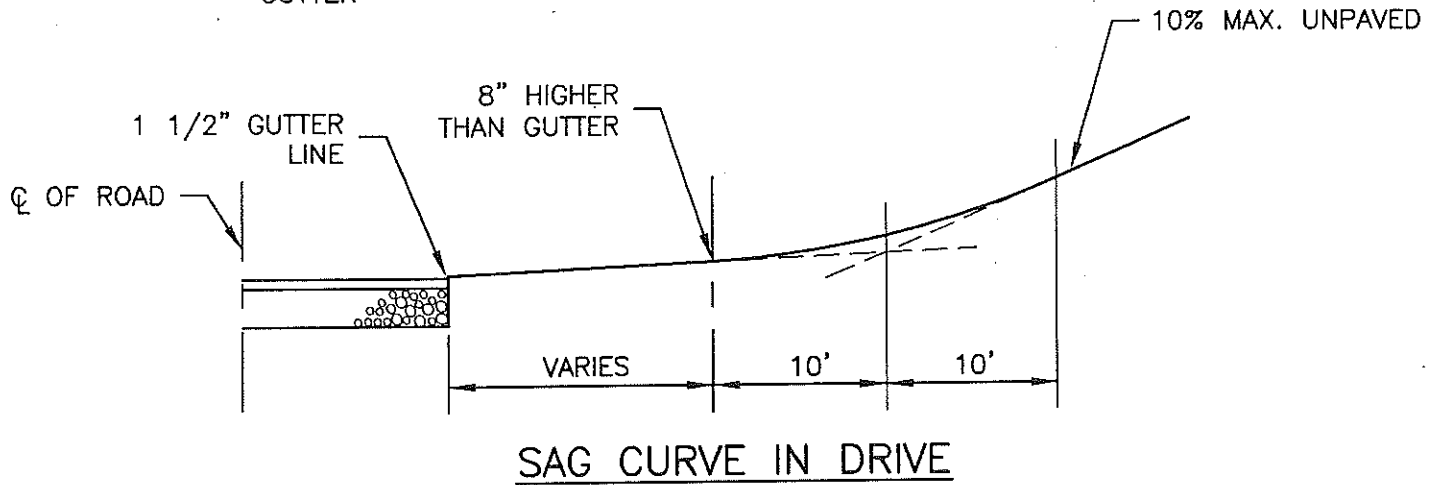
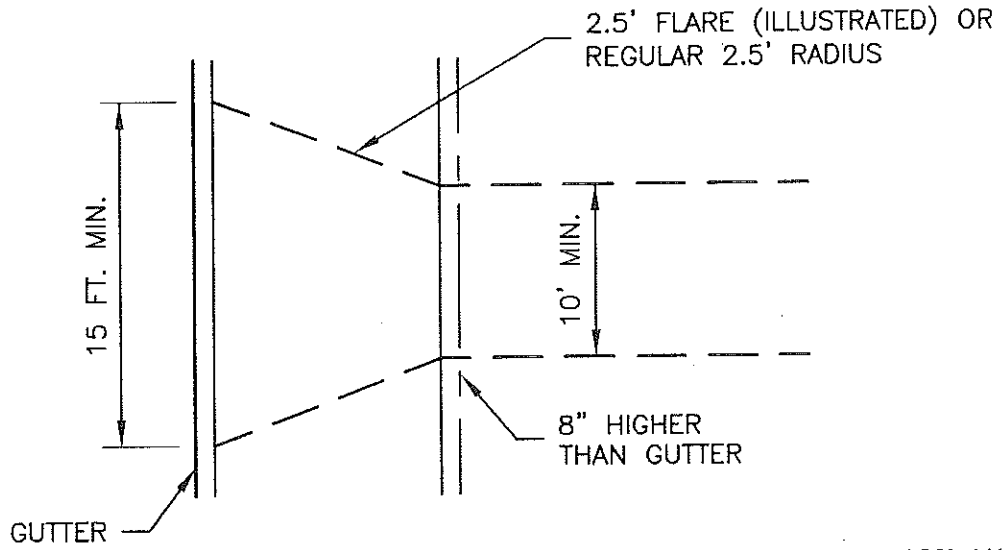


**RESIDENTIAL DRIVEWAY DETAIL  
SURFACE DRAINAGE**

N.T.S.

NOTE:

BELOW DETAILS SHALL BE USED WHERE A STORM DRAINAGE SYSTEM IN THE ROAD EXISTS



**RESIDENTIAL DRIVEWAY DETAIL**  
**CURBING**

N.T.S.



October 10, 2023

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are thirteen (13) refunds totaling \$1,961.84.

Respectfully Submitted,

Kristy L. Merrifield, CCMC  
Collector of Revenue

	0.	CL
	34.79	⊕
	13.31	⊕
	120.69	⊕
	286.01	⊕
	52.34	⊕
	52.14	⊕
	76.44	⊕
	63.62	⊕
	275.78	⊕
	114.26	⊕
	356.93	⊕
	320.12	⊕
	195.41	⊕
013	1,961.84	TL

## **BOARD AND COMMISSION SUMMARY SEPTEMBER 2023**

### **Arts & Culture Commission**

The Arts & Culture Commission met on September 21. Members discussed the Art Association Show and Plein Air Painting in the Village Center on October 14. The members will attend the Art Show to choose an art piece to purchase for the Art Purchase Award. Members discussed the Garden Tour 2024 and how their budget funds will be used this year.

### **Board of Finance**

The Board of Finance met for their Regular Meeting on Monday, September 18. Meeting topics did not include any items that required any action to be taken. Mr. Jylkka did inform members that the FY 2024 tax mailer will be sent out in October.

### **Brownfields Redevelopment Agency**

No meeting

### **Clean Energy Task Force**

The Clean Energy Task Force met on September 5. There were three students and one parent in attendance at the meeting. The members introduced themselves and gave a brief overview of what the task force does in town. Ms. Belanger has submitted a letter of resignation to the chairman. She will be leaving the task force at the end of the month. The members discussed clean energy opportunities in town. They mainly discussed and shared ideas on solar for senior housing in town. The members also discussed working with the Commission on Aging and Housing Authority on future initiatives in town. There was discussion about the fall energy fair. There is no set date yet, but the target date for the fair would be early November. It was decided to leave the meeting time at 5:30pm since it works well with all members. Some alternate locations for the energy fair to be held were brought up and discussed.

### **Commission on Aging**

The Commission on Aging met on September 14. Dr. Rosenberg thanked everyone for their efforts in making the East Hampton Community Cares launch a success. Ms. Ewing reported that River Valley Transit's changes will directly improve the accessibility of bus service for the Town's older residents. The launch of East Hampton Community Cares had 58 non-commission people attend the meetings. Dr. Rosenberg reviewed an updated plan of follow-up and longer-term steps to promote EHCC. Three core focus groups include Volunteer, Fundraising and Outreach.

### **Conservation-Lake Commission**

The Conservation-Lake Commission met on September 14. The members discussed the Lake Smart Program. Island View Association was awarded with an article submitted to the Rivereast. It was suggested to form a sub-committee to draft criteria and procedures for awarding individual people living in associations. The members met the new limnologist, who attended the meeting via zoom, and discussed the lake and the new invasive plant found during his check of the lake. Hydrilla is an invasive plant from Asia that is a rooted plant that spreads out in the soil of the lake bottom. The members discussed different options of eradicating the plant. The members also discussed buying three or four units of eelgrass from Aquaflex to set up in Christopher Brook to test out the material in a real-world environment. The members discussed getting a sign for the boat launch and extending the manpower for Sears Park to help prevent more invasive plants from entering the lake.

## **Design Review Board**

No meeting

## **Economic Development Commission**

The Economic Development Commission met on September 19. The members reviewed the motions, minutes, and new businesses from the last Planning and Zoning meeting. There was discussion on the procedures and execution of the business of the month and new business nominations. The members decided to nominate the businesses ahead of time. This is so an invite can go out to the owner to attend the meeting to get their award and have a picture taken with the members for the article for the Rivereast. The signs will be dropped off and picked up to be brought to the next business by one of the members. The members discussed getting more people to join the commission as members, since membership is down. A letter from Chris Burt of Burt Realty was sent to Mr. Jedziniak to see if the members would advocate on his behalf to the town and the Town Manager. He wants to get the granite curbing extended to in front of his office location on West High Street. It was noted that this is a State road, so permission for the curbing would need to come from the State rather than the town. Mr. Jedziniak will contact Mr. Burt to let him know the members discussed and remind him that the road is a State road and he would need to contact the State for the curbing.

## **Ethics Commission**

No meeting

## **Fire Commission**

The Fire Commission met on September 11. The members held a moment of silence for fallen firefighter David Romanchik after the pledge of allegiance. Three junior members presented to the board members and attendees about the Fire Academy classes they attended. The members discussed their options for fixing the leak in the tank since CoreTech stated they don't open tanks. They only investigate and inspect tanks. The fire department is waiting on the town for both the Walnut Avenue water source problem and the Air Line Trail safety issues. There was no update from the new firehouse search committee. The board members made a motion and approved the balance payout for the awards program for Hunt Voelker.

## **Inland Wetlands Watercourses Agency**

The Inland Wetlands Watercourses Agency met on September 27.

New Applications:

- A. Application IW-23-018: Jeffrey Schleidt, Mott Hill Rd., Timber harvest within Upland Review Area. Map 24/ Block 44/ Lot 14D Mr. Hill made a motion to determine that this project is as-of-right. Mr. Johnson seconded the motion. Vote: 4-0
- B. Application IW-23-019: John Brown, 209 East High St., Construct a single-family home within Upland Review Area. Map 32/ Block 71/ Lot 1/5 Mr. Hill made a motion to continue the application to the October 25, 2023 regular meeting. Mr. Wall seconded the motion. Vote: 4-0
- C. Application IW-23-020: Linda DiCaprio, 83A North Main St., Grade and landscape slope within Upland Review Area. Map 04A/ Block 45/ Lot 13B Mr. Hill made a motion to send this application to the Duly Authorized Agent for approval. Mr. Johnson seconded the motion. Vote: 4-0
- D. Application IW-23-021: Peter Guastamachio, 5 Clearwater Condo, 20' x 11'.6" deck expansion in Upland Review Area. Map 10A/ Block 80/ Lot 5/3 Mr. Hill made a motion to send this application to the Duly Authorized Agent for approval. Mr. Johnson seconded the motion. Vote: 4-0

### **Joint Facilities**

The Colchester- East Hampton Joint Facilities met on September 19. Work will begin on the Lakeside septage receiving station in September. A Ford F250 with plow (23/24 Capital item) and a Ford F450 crane vehicle (21/22 Capital item) were ordered. The F250 has been delivered. Election of officers was tabled to the November meeting. Scott Clayton announced his retirement effective December 29, 2023.

### **Library Advisory Board**

The Library Advisory Board met on September 11. The new Circulation Desk is expected to be delivered the last week of September and the Library is working with the Director of Facilities to coordinate the installation. The new siding on the driveway side of the building is scheduled to be completed this fall. The Library has purchased and installed a new overhead patron counter in the front entryway in the hopes of getting a more accurate count of regular patron traffic and attendance at large-scale events. The Friends of the Library are planning a Mahjong tournament as a fundraising event. They are also planning a fundraiser for the Christmas season selling t-shirts designed by high school students that incorporate the Friends of the Library logo. The proceeds would fund the Friends' annually awarded scholarship. The Friends have purchased the painted bell hanging outside the Library from the Rotary Club's auction so that it remains at the Library.

### **Middle Haddam Historic District Commission**

The Middle Haddam Historic District Commission met on September 7 for a Special Meeting. The members reviewed and discussed two of the three public hearings. The first public hearing was for application 584 to replace garage siding with composite clapboard siding for applicant Cathy Ann Clark. The members suggested the applicant look into wood options instead of composite material. Samples of two wood siding options were brought to the meeting for the members to look at. The applicant still prefers the vertical composite siding over the wood options. The members voted to approve the application as presented with three of the five members opposing. The next public hearing was for application 585 to mitigate the visual impact of the visible portions of the side yard fences that were recently installed for applicant Judith Keefe. Ms. Keefe was not present at the meeting, so the members tabled the application for the monthly meeting. The last application was for application 587 for the installation of a 24' above ground pool and deck for applicant William Hanna. Mr. Hanna started working on the stone wall and stone steps leading up to the pool and deck area. The members suggested that he stop work and bring a full conceptualized plan to present at the next monthly meeting to be approved. The application was tabled for the monthly meeting to be held on September 28.

The Middle Haddam Historic District Commission met on September 28 for their Regular Meeting. The members were presented with options for mitigating the visual impact of the privacy style stockade fence installed by applicant Judy Keefe. There were three to four options that were discussed with the members. The members voted to approve the picket style fences on the front and back of the property as submitted. But the stockade fence, and options, were voted on and denied by the members. The second public hearing needed to be tabled since the applicant, Mr. Hanna, was waiting on information from the Building Department. A special meeting will be held on October 12<sup>th</sup> for the application. The members approved the application for Cathy Ann Clark to use vertical cedar tongue and groove siding on her garage. The members briefly discussed the typo on the Middle Haddam Library porch application. The Chairman will ask the Library Board to submit an application with a change to fix the typo. The new application will be submitted for the special meeting on October 12<sup>th</sup>. The members also briefly discussed the work being done at 57 Middle Haddam Road. It was decided an email will be sent to the Town Manager about the concerns for the property.

### **Parks & Recreation Advisory Board**

The Parks & Recreation Advisory Board met on September 5. The Air Line Trail Committee is planning for Trail Maintenance Day. The status of all Parks & Recreation programming was reviewed. A bench request was approved from Friends of the Lake. The transition of the Parks Maintenance staff to the Public Works department was reviewed.

### **Planning & Zoning Commission**

The Planning & Zoning Commission met on September 6.

Public Hearings:

- A. PZC-23-012: Michael Bakaj, 37 South Main Street, a 22-lot (33 units) HOD subdivision in existing HOD Zone, Map 20 Block 51/ Lot 27. Vice-Chairman Zatorski made a motion to continue the Public Hearing to the regular meeting of October 4, 2023 at the applicant's request. Mr. Rux seconded the motion. Vote: 7-0.
- B. Text Amendment Regarding Required Setbacks on Non-Conforming Lots in the R-1 Zone: Section 8.2 of the East Hampton Zoning Regulations. Vice-Chairman Zatorski made a motion to continue the Public Hearing to the next regular meeting of October 4, 2023. Mr. Rux seconded the motion. Vote: 7-0

### **Water Pollution Control Authority**

The East Hampton WPCA met on September 5. The work has been completed on the Bay/Princess force main. A Public Hearing was held on September 5 to allow property owners to be heard regarding the proposed annual sewer use rates effective on October 1, 2023. No public was present. The Board approved the sewer rate of \$560.00/EDU and for those properties served by grinder pumps maintained by the WPCA an additional rate of \$350.00/EDU totaling \$910.00. The board also approved a sewer connection fee of \$3,500. Vote: 5-0. Motion Passed. Mark Barmasse was elected Chairman and John Suprono was elected Vice Chairman by the WPCA board. Vote: 5-0. Motion Passed. Scott Clayton announced his retirement effective December 29, 2023.

### **Zoning Board of Appeals**

No meeting