

**AGREEMENT**  
**BETWEEN**  
**TOWN OF SOUTHTON**  
**AND**  
**UNITED PUBLIC SERVICE EMPLOYEES UNION**  
**SOUTHTON DISPATCHERS**  
**LOCAL 424-UNIT 81**

**EFFECTIVE 2015-2018**

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**PREAMBLE**

This Agreement, entered into by the Town of Southington (hereinafter referred to as the "Town") and the Local 424, Unit 81, United Public Service Employees Union (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms "working conditions" or "conditions of employment".

**ARTICLE 1**  
**RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for all public safety dispatchers (hereinafter "dispatchers" or "employees"), excluding supervisors and all other employees otherwise excluded by M.E.R.A. Part-time dispatchers as used herein shall mean dispatchers that do not work a regular workweek, as delineated in Article 10 - Hours of Work and Overtime, but average twenty (20) hours of work per week for at least nine (9) of twelve (12) months in the prior year. The Town shall promptly notify the Union of any hire of a part-time dispatcher and the expected hours of work of the position. Part-time dispatchers shall not be eligible for any contractual benefits, other than access to the grievance procedure, except as specifically provided for in this Agreement. SBLR Case No. ME 31,326 (2015).

**ARTICLE 2**  
**EMPLOYEE RIGHTS AND REPRESENTATIONS**

Employees have and shall be protected in the exercise of the right without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of Union Officer or Representative.

**ARTICLE 3**  
**UNION SECURITY**

It shall be a condition of employment that all employees covered by this Agreement, including part-time dispatchers, shall upon the completion of their probationary period or the effective date of this Agreement, whichever occurs later, either become or remain members of the Union in good standing, or pay to the Union an agency fee. Said agency fee shall not exceed the proportion of Union membership dues that cover the costs of collective bargaining, contract administration and grievance adjustment. The Union agrees to hold the Town harmless from any and all costs and damages, including attorney's fees arising out of the enforcement and application of this Article.

**ARTICLE 4**  
**UNION DUES/AGENCY FEES**

**Section 1.** The Town agrees to deduct Union membership dues or agency fees once each month from the pay of those employees who individually and in writing authorize such deductions. The Town will remit such deductions to the Union once each month, on or before the 15<sup>th</sup> day of the month after which such deductions are made, together with a list of employees from whose wages these sums have been deducted. Such dues deductions shall continue for the duration of this Agreement. The Union agrees to hold the Town harmless from any and all damages and cost, including attorney's fees arising from the making and remittance of deductions under this Article.

**Section 2.** The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the Employer harmless from any claims arising as a result of any deduction made pursuant to this Section.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

The Town reserves and retains, solely and exclusively, all its rights, express or implied, to manage the police department and its employees as such rights existed prior to the execution of this Agreement. The Union agrees that the functions and rights of management belong solely to the Town and that the Union will not interfere with the Town's exercise of these rights and functions.

1. **Enumerated Rights.** The exclusive functions and rights of the Town include, but are not restricted to, the right to: direct the operation of the police department in all aspects; select and employ new personnel; manage the police department and the direction of its work force; determine methods and levels of financing and budget allocation; maintain and operate buildings, lands, apparatus and other property used for the police department; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Town for the maintenance and operation of the police department, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Town personnel and the methods and materials to be employed; select and determine the qualifications of personnel required to promote the efficient operation of the police department; distribute work to personnel in accordance with the job content and job requirements determined, and from time to time redetermined, by the Town; establish assignments and work schedules for personnel; transfer personnel; determine the procedures for promotion of personnel; create, enforce and, from time to time, change rules and



regulations concerning discipline of personnel; discipline, suspend or discharge personnel; and, otherwise take such measures as the Town may determine to be necessary to promote the orderly, efficient and safe operation of the police department.

2. Unenumerated Rights. The listing of specific rights in subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Town not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Town in the past.

## **ARTICLE 6**

### **SENIORITY-LAYOFF-RECALL**

**Section 1.** Seniority, for the purpose of this Agreement, is defined as the total length of an employee's most recent period of continuous service with the Town in a position covered by this Agreement. The employee's earned seniority shall not be lost because of authorized absence due to illness, disability, Family and Medical Leave, Military Leave, bereavement, jury duty, personal leave or authorized leave or while eligible for recall, but no seniority rights will accrue during such authorized absence.

**Section 2.** New employees shall be considered probationary during their first twelve (12) months of employment. An extension of an additional three (3) months may be granted by the Chief of Police if the employee is notified prior to the end of the twelve (12) month period. During such probationary period, the employee shall not attain seniority rights under this Agreement and such probationary employee will be subject to discharge by the Town without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

**Section 3.** When new jobs are created within the unit, the Town shall post the job title for one (1) week and provide the Union President written notice of such posting. Each employee who is interested will have the opportunity to apply for said opening(s), and to be interviewed providing he/she is qualified. Qualified part-time dispatchers will be offered first opportunity for full-time employment before it is offered to others outside the Department.

**Section 4.** The order of layoff for employees covered by this Agreement shall be based on seniority and qualification. The Town shall notify the Union President as soon as practical, but in no event less than forty-eight (48) hours prior to the time in which the layoff is to be effective. The Town shall notify the affected employee at least fourteen (14) calendar days before the effective date of the layoff.

**Section 5.** Employees who are laid off under this Article shall have recall rights as follows:

- A. The affected employee shall notify the Chief of Police in writing at the time of layoff that he/she requests placement on a recall list.

- B. For a period of twenty-four (24) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off if a position should become vacant.
- C. No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment, declined such re-employment offer, or have not responded to the recall notice within two (2) weeks of mailing. An employee who declines an offer shall forfeit recall rights. Failure to respond in writing to a notice of an opening shall be deemed a refusal to accept re-employment.

**Section 6.** At no time shall the Town's use of part-time, substitutes or uniformed personnel result in the layoff of bargaining unit personnel. Individuals on the recall list would be eligible for part-time or substitute assignments in accordance with the overtime provisions of this Agreement.

## **ARTICLE 7**

### **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 so as to insure employee morale without impairing police department efficiency.

#### **Section 2.**

##### **A. Definitions.**

- 1. A "grievance" for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with:
  - a. Discharge, suspension, demotion or written reprimand.
  - b. Matters relating to the interpretation and application of the Articles and sections of this Agreement.
- 2. A "Grievant" may be the employee and/or Union.
- 3. "Days" will be Monday through Friday, excluding holidays as recognized in this Agreement.

##### **B. Procedure.**

- 1. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized.

**STEP ONE.** Any grievant shall submit his/her grievance in writing to the Chief of Police or his/her designee within ten (10) days of the date the alleged grievance occurred. The Chief of Police or his/her designee shall submit a decision in writing to the grievant within five (5) days of the receipt of the grievance.

**STEP TWO.** If the grievant is not satisfied with the decision rendered by the Chief, the grievant shall submit the grievance in writing within five (5) days after receiving such decision, to the Board of Police Commissioners, which shall render a decision within ten (10) days after the first Police Commission meeting following the Commission's receipt of the grievance.

**STEP THREE.** If the Union is not satisfied with the decision rendered by the Board of Police Commissioners, it may within ten (10) days after receipt of that decision, submit the grievance to the Connecticut Board of Mediation and Arbitration pursuant to its voluntary rules and procedures, but the Town may, at its discretion, utilize the American Arbitration Association if the Town assumes the cost of the arbitrator. The decision rendered by the Arbitrator(s) shall be final and binding on both parties to the extent required by law. The Arbitrator(s) shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The costs of arbitration with the Connecticut Board of Mediation and Arbitration shall be borne equally by both parties.

**Section 3. Mediation.** The Mediation services of the State Board of Mediation and Arbitration may be utilized at any time provided either party so desires, but such utilization shall not extend the time lines for filing for arbitration.

**Section 4. Meetings.** If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps one, two and three. If the Union president, or in his/her absence his/her representative, desire to meet for the purpose of oral discussion concerning a grievance, a meeting shall be requested and scheduled with the Chief of Police, provided the schedule permits such a meeting without any additional cost to the Town.

**Section 5.** Grievants shall have the right and choice of representative whenever desired by either individual employees or the Union. The Town shall have the right and choice of representative whenever desired.

**Section 6.** The time limits described in the previous sections are to be considered the maximum time limits for the processing of a grievance. Time extensions beyond the time limits stipulated in the grievance procedure may be arrived at by mutual written agreement, in writing, of both parties concerned

## **ARTICLE 8** **DISCIPLINE**

**Section 1.** No employee shall be discharged, suspended without pay or given a written reprimand absent just cause. Employees who receive written reprimands, suspensions without pay and discharges shall have the right to file a grievance as outlined in Article 7 of this Agreement.

**Section 2.** Each employee shall have the right to see and review his/her personnel file upon request by appointment with the Chief's office. The Town shall provide at the employee's expense copies of all materials in the file upon written request of the employee. The employee shall have the right to respond in writing to all items in their personnel file. Such responses shall be made a part of the file.

## **ARTICLE 9**

### **WAGES**

#### **Section 1.**

- A. All employees shall be paid in accordance with the salary schedule of Appendix A.
- B. All employees shall be paid through direct deposit and shall be required to execute the necessary forms to allow the Town to make such deposits.
- C. The Town shall have the option of moving from a weekly to a bi-weekly payroll with a minimum of thirty (30) days notice to the Union. Should the Town exercise this option and a payroll error occur in wage calculation, such as overtime payment, the Town agrees to correct such an error within one (1) week of when it becomes aware of the error.

**Section 2. Longevity.** Employees regularly scheduled to work a minimum of forty (40) hours per week hired prior to July 1, 2015, shall, in addition to their regular pay, receive the following longevity payments:

\$200.00	after five (5) years of service
\$400.00	after fifteen (15) years of service

This longevity will be paid in one payment on or about December 15.

## **ARTICLE 10**

### **HOURS OF WORK AND OVERTIME**

#### **Section 1.**

- (a) The regular workweek shall be eight (8) hour shifts consisting of a cycle of four (4) days on and two (2) days off.
- (b) Each employee shall be paid for a one-half (1/2) hour meal break during each eight (8) hour tour of duty. It is agreed employees shall be required to take their meal break within the Communications Division. All dispatchers shall be subject to recall during their meal breaks.
- (c) Dispatchers may exchange work assignments with each other in the same pay period, but only after express approval of the Chief or his/her designee.

- (d) Bargaining unit members assigned to the Communications Division who have served at least one (1) year as a full time regular dispatcher may bid a desired shift based on their seniority.
- (e) Members will bid shifts twice a year to start the new bid during the pay period of January 1 and July 1. Shift requests for the bidding cycle shall be submitted to the Chief, or his/her designee, by December 1 and June 1, and the new bid posted fourteen (14) days prior to the end of the current cycle.
- (f) Probationary dispatchers shall rotate between all three shifts at the discretion of the Chief of Police or his/her designee. Once that member completes his/her one (1) year, then that member may bid for a shift based on seniority.
- (g) Dispatchers who have served at least one (1) year as a full-time dispatcher may bid a desired shift based on seniority.

**Section 2.** All overtime must be approved in advance by the Chief of Police or his/her designee.

**Section 3.** The Department will attempt to equalize overtime work among available dispatchers. The Department will, however, be allowed to utilize substitute employees to fill long-term absences and to continue the current practice of utilizing police officers for dispatcher assignments. For short-term absences, two (2) qualified substitute dispatchers may be utilized for a combined total of sixteen (16) hours per week after which dispatchers shall have first preference prior to the Town utilizing substitutes.

**Section 4.** When an employee is called in to work outside regularly scheduled working hours, he/she shall be paid from the time he/she reports to work. There shall be two (2) hour minimum pay in all call-in situations not contiguous to the regular shift hours.

## **ARTICLE 11** **VACATIONS**

**Section 1.** Each employee in the Bargaining Unit regularly scheduled to work forty (40) hours per week shall be entitled to annual paid vacation as follows:

- a. After completion of six (6) months 40 hours
- b. After completion of one (1) year 80 hours if "a" not used
- c. After completion of two (2) to five (5) years 80 hours
- d. After completion of five (5) years 120 hours
- e. After completion of five (5) years eight (8) additional hours for each two (2) years of service after fifth year
- f. After completion of ten (10) years 160 hours
- g. The employee's anniversary date will be used to determine the amount of vacation due.
- h. Part-time dispatchers shall be eligible to accrue vacation on a pro-rata basis.

**Section 2.** Seniority shall prevail in the selection of vacations of full-time employees. Employees shall indicate their preference of vacation time during the month of April of each year for the following contract year. Employees not signing this list by the required time shall relinquish their right of seniority in selecting their vacation. Vacation schedules must have the prior approval of the Chief or the Chief's designee.

**Section 3.** No more than two (2) weeks of vacation may be carried over from year-to-year.

**Section 4.** Vacation requests may be taken in increments of four (4) hours, but such hours must be used only for the first or last four (4) hours of a shift.

**Section 5.** If an employee dies while employed by the Town or is laid off, provided the employee is in good standing, the Town shall pay the employee or the employee's estate the accumulated vacation days.

**Section 6.** In order to qualify for vacation pay, an employee must work his/her regularly scheduled hours the workday preceding and the workday following the vacation.

## **ARTICLE 12** **HOLIDAYS**

**Section 1.** There shall be thirteen (13) paid holidays a year for employees holding permanent full-time positions.

(a) The following shall be standard annual holidays:

- |                           |                      |
|---------------------------|----------------------|
| 1. New Year's Day         | 8. Independence Day  |
| 2. Martin Luther King Day | 9. Labor Day         |
| 3. Lincoln's Birthday     | 10. Columbus Day     |
| 4. President's Day        | 11. Veterans Day     |
| 5. Good Friday            | 12. Thanksgiving Day |
| 6. Easter Sunday          | 13. Christmas Day    |
| 7. Memorial Day           |                      |

**Section 2.** Part-time employees will be granted holidays based on their part-time status and pro-rated.

**Section 3.** When a dispatcher is required to work any of the aforementioned holidays, he/she shall be paid holiday pay, plus one and one-half (1½) times his/her regular hourly rate. To be eligible for this extra one and one-half (1-1/2) times rate, the employee must have worked the workdays immediately before and immediately after the holiday. When a part-time dispatcher works any of the aforementioned holidays, he/she shall be paid one and one-half (1½) times the regular hourly rate for all hours worked.

## **ARTICLE 13** **INSURANCE & PENSION**



**Section 1.** The Town will provide and pay for the following insurance for all employees and their enrolled dependents. Effective July 1, 2015, the Town shall provide and pay eighty-two and one-half percent (82.5%) of the premiums based on allocated rates for the following coverage, or comparable coverage, for all regular full-time employees and their dependents.

- (a) Blue Cross/Blue Shield Century Preferred Plan with \$10 Office Visits and \$100 Outpatient Surgery and Hospital co-pays. This plan shall be eliminated as of July 1, 2016.
- (b) Life insurance for active employees with a principal equal to an employee's base salary rounded to the nearest thousand dollars.
- (c) Blue Cross Full Service Dental Plan with Dental Rider A.
- (d) Formulary prescription plan with co-pay of \$10/\$20/\$30, with two co-pays for mail order of 90 days and \$1,500 annual maximum. This plan shall be eliminated as of July 1, 2016.

Effective July 1, 2016, the Blue Cross/Blue Shield Century Preferred Plan shall be eliminated and the Town shall provide a high deductible health care plan with a health savings account feature ("HDHP/HSA"). The HDHP/HSA plan shall include the following components:

	In Network	Out of Network
Annual Deductible (Individual/Aggregate Family)	\$2,000 / \$4,000	SAME
Co-Insurance	100% Co-Insurance after deductible, subject to co-insurance maximum	80% Co-insurance after deductible, subject to co-insurance maximum
Co-insurance Maximum (Individual/Aggregate Family)	\$4,000 / \$8,000	SAME
Lifetime Maximum	Unlimited	Unlimited
Preventative Care	Deductible not applicable 100% Co-insurance	80% Co-insurance after deductible, subject to co-insurance maximum
Prescription Drug Coverage	No co-payments for prescription drugs once the deductibles have been met.	

Effective July 1, 2016, the Town shall provide and pay eighty-four percent (84%) of the costs of coverage for the HDHP/HSA plan. Effective July 1, 2017, the Town shall provide and pay eighty-three percent (83%) of the costs of coverage for the HDHP/HSA plan.

Effective July 1, 2016, the Town shall contribute seventy-five percent (75%) of the applicable HDHP deductible amount into each employee's HSA. Effective July 1, 2017, the Town shall contribute sixty percent (60%) of the applicable HDHP deductible amount into each employee's HSA. The Town's contribution toward the HSA deductible will be deposited into the HSA accounts in two payments on July 1<sup>st</sup> and January 1<sup>st</sup>. The parties acknowledge that the Town's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed members of the bargaining unit. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

An HRA shall be made available for any employee who is precluded from participating in the HSA bank account because the individual receives Medicare and/or veteran's benefits. The annual maximum reimbursement by the Town shall not exceed the Town's annual deductible contribution for those in the HAS. Allocation rate contributions for the individuals in the HRA shall be the same as the HSA.

**Section 2.** Participating employees shall pay through payroll deduction the remaining percentage of the applicable premiums, based on allocated rates, for the coverage specified in Section 1, above.

**Section 3.** The Town will be permitted to substitute a medical insurance plan for the current plan only under the following terms and conditions:

- (a) Anthem Blue Cross is substituted for an equally reputable insurance provider;
- (b) the coverage for all items currently covered (*e.g.*, physician, hospitals, prescriptions, patient services, equipment, *etc.*) equal to or better than the existing coverage;
- (c) the list of participating physicians and facilities covered in-network and without additional co-pays is comparable; and
- (d) the substitution is not implemented prior to either agreement of the Union or arbitration award confirming compliance with the above conditions.

Effective July 1, 2016 and effective every July 1st thereafter, an employee's premium contributions shall be reduced as set forth below if during the preceding calendar year, the employee and the employee's enrolled spouse and dependents (as applicable) participated in all applicable components of a wellness incentive program as established by the Town, in coordination with the Town's insurance plan administrator. The wellness incentive program will include age-based preventative physical examinations and age-based preventative screenings, and will be designed to provide early diagnosis and appropriate information to the participants in



the health insurance plan so that they and their health care professionals can determine appropriate, timely courses of treatment as needed.

Accordingly, the employees shall pay the following percentages toward the costs of the insurance coverage set forth above, as applicable, based on compliance with the wellness provisions set forth above:

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2016	15%	16%
Effective July 1, 2017	16%	17%

Employees hired after July 1, 2015 will not pay the discounted contribution percentage until they have had one (1) complete calendar year of employment with the Town to fulfill the components of the wellness incentive program.

If it is determined that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan(s) design and/or employee cost sharing.

**Section 4. Pension.** The employees covered by this Agreement shall, except as provided below, be provided with coverage under the Connecticut Municipal Retirement System (MERS) Fund B. Employee pension contributions will be on a pre-tax basis.

Employees who become members of the bargaining unit after June 30, 2011 are not eligible for the defined benefit pension plan set forth above. Such employees will be automatically enrolled in a defined contribution plan established by the Town, provided employees will have the option to opt-out of the plan. The Town will contribute 3% of the employee's base wages for all employees who elect to participate in such defined contribution plan and employees shall contribute a minimum of 5% of their wages to such defined contribution plan. In addition to the three (3.0%) contribution mentioned above, the Town shall match up to an additional two percent (2.0%) of further contributions made by any such participating employee above the 5% minimum. In no event, however, shall the Town's contribution exceed five percent (5.0%) of the employee's base wages. Vested Town contributions for the employee shall be as follows, with no minimum age:

6 years of service	20.0%
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7 years of service	40.0%
8 years of service	60.0%
9 years of service	80.0%
10 years of service	100.0%

**Section 5.** Employees may voluntarily elect to waive in writing all health insurance coverage provided by the Town and, in lieu thereof, shall receive an annual payment of one thousand dollars (\$1,000.00) in cash payment for single coverage, two thousand dollars (\$2,000.00) for 2-person coverage, and three thousand dollars (\$3,000.00) for family coverage to those employees waiving such coverage which shall be made in the month of February.

Where a change in an employee's status prompts the employee to resume the Town-provided insurance coverage, the written waiver may, on written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective dates of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Chief of Police not later than April 1 to be effective on July 1 of each contract year. Waiver of premium procedures must be acceptable to the applicable insurance carrier.

**Section 6.** Should alternate insurance become available through the State of Connecticut, the federal government or a similar pooling or exchange concept which would provide equal to or better levels of benefits, services and providers and at a lower cost to the Town and the employees, then at the request of either the Town or the Union the parties shall meet to discuss possible inclusion and enrollment into such a plan. Such a meeting shall not constitute a contract reopener under the MERA.

## **ARTICLE 14**

### **WORKERS' COMPENSATION**

Whenever an injury occurs to an employee for which compensation is payable under the State Workers' Compensation Act, the amount of salary paid to the employee of the Town, when combined with the compensation received under the Act, shall be equal to ninety percent (90%) of his/her gross regular salary for the first thirty (30) days, eighty percent (80%) for the period between thirty (30) and ninety (90) days, and seventy five percent (75%) beyond ninety (90) days up to a maximum of one (1) year. The employee shall be allowed to augment this compensation with accrued sick leave to achieve one hundred percent (100%) of his/her regular pay. The employee shall return to the Town any payments he/she receives from the Workers' Compensation Insurance Company for the pay given him/her during the one (1) year period that exceeds one hundred percent (100%) of his/her regular pay. After one (1) year, if the employee has not returned to work, the Town will be allowed to terminate the employee.

**ARTICLE 15**  
**SICK LEAVE**

**Section 1.** All full-time employees of the bargaining unit shall be entitled to sick leave of fifteen (15), and part-time dispatchers shall be entitled to seven and one-half (7.5), days per fiscal year. Such leave may accumulate to a maximum of one hundred and twenty (120) days. Such leave is to be used during illness or non-service connected injury and utilized in full day increments unless the employee leaves work sick and ½ day adjustment would be allowed. If an employee is out more than five (5) sick days in any contract year or if there is reason to suspect abuse after proper warning, a doctor's certificate stating the reason of illness and readiness for duty may be requested.

**Section 2.** Full-time dispatchers may use up to three (3), and part-time dispatchers may use one and one-half (1.5), days of sick leave, in any one fiscal year, for illness in the immediate family domiciled at the residence of the employee when the presence of the employee is necessary at home.

**Section 3. Sick Leave Bank.** An employee who has exhausted his or her sick leave may request, in writing to the Chief of Police, additional sick leave time based on serious illness. The available pool of leave for such purpose shall be based on voluntary employee donation of accrued and unused sick leave time and will create no additional cost to the town. No more than ten (10) sick days may be donated by any one employee over the course of their career with the Town. The approval or denial of a request for additional sick leave and the donation of same shall be in the sole discretion of the Chief.

**ARTICLE 16**  
**LEAVE PROVISIONS**

**Section 1. FMLA Leave.** An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. Sec. 1601, *et seq.*, shall be granted up to twelve (12) weeks of FMLA leave during a twelve month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve weeks of allowable leave. A medical certificate acceptable to the Town may be required for FMLA leave situations.

Employees on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.

Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work; provided if the employees fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

**Section 2. Personal Leave.**

- (a) Three (3) days per year shall be granted to full-time employees for conducting personal affairs or observance of religious holidays, with prior written approval of the Chief of Police or his designee. Except in cases of emergency, a minimum of twenty-four (24) hours notice must be given.
- (b) Personal Leave requests may be taken in increments of four (4) hours, but such hours must be used only for the first or last four (4) hours of a shift.
- (c) Personal Leave days will not be granted to probationary employees or persons other than full-time employees.
- (d) These days are given without loss of pay but cannot be accumulated beyond the calendar year.
- (e) The approval of the Chief or his/her designee shall take into consideration the efficient operation of the Department.

**Section 3. Bereavement Leave.** A maximum of five (5) days with pay will be allowed in the event of a death in the immediate family. "Immediate family" shall mean: father, mother, spouse, and child. A maximum of three (3) days with pay will be allowed in the event of the death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, or sister-in-law. For aunts, uncles, and first cousins of the employee or his/her spouse or the spouse's grandparents, a maximum of one (1) day will be allowed in association with the funeral, except when such relative is an actual member of the household when three (3) days will be allowed.

It is agreed that for aunts, uncles, and first cousins of the employee or his/her spouse or the spouse's grandparents, the employee may be asked to provide a copy of the obituary within a reasonable amount of time not to exceed thirty (30) days.

**Section 4. Jury Leave.** Any full-time employee called to Jury Duty shall be paid in accordance with state and federal law. An employee called to jury duty shall furnish the Town with a notice to serve and evidence of attendance.

**Section 5. Military Leave.** Military leave shall be granted to all permanent employees in accordance with State and Federal Statutes and provisions contained therein at the time such leave is requested.

**Section 6. Court Time.** An employee who is required to appear in court for any reason related to his/her official duties as a Public Safety Dispatcher of the Southington Police Department during his/her off-duty hours shall receive from the Town one and one-half (1-1/2) times his/her regular hourly rate of pay for each hour or portion thereof, less any fees paid by the State, provided there shall be minimum of two (2) hours paid for each such appearance or meeting.

**ARTICLE 17**  
**BULLETIN BOARD**

**Section 1.** The Employer agrees to provide designated bulletin board space which may be used by the Union for the following notices:

- (a) Notice of Union Meetings.
- (b) Notices of Union Elections and the results where they pertain to employees.
- (c) Notices of Union recreational and social events.

**Section 2.** A copy of said notice will be furnished to the Chief after posting upon his request.

## **ARTICLE 18**

### **UNION ACTIVITIES**

The Union's business representative may, with the permission of the Chief or his/her designee, be permitted to visit specific job sites where Union members are employed provided such visits do not interfere with the operation of the Department or interrupt the performance of the employees.

The Union President shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract when such meetings take place at a time during which the President is scheduled to be on duty, for that portion of the shift during which negotiations occur.

## **ARTICLE 19**

### **GENERAL PROVISIONS**

**Section 1.** If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

**Section 2.** There shall be no alteration, variation or amendment of the terms of this Agreement, unless made and agreed to in writing by both parties.

**Section 3.** If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

### **Section 4.**

- (a) "Primary Work Location" will be defined as the designated Public Safety Answering Point within the boundaries of the Town.
- (b) A change of working location may be made while a dispatcher is on duty.



- (c) Employees will be given the opportunity to utilize a Department or Town vehicle, if available, for all travels outside the boundaries of the Town for work-related matters, or be paid mileage at the applicable IRS rate for use of their personal vehicles.
- (d) Employees who may be required to use their personal vehicles for Town business or while on duty shall be reimbursed at the applicable IRS rate for all miles to and from the Southington Police Department and the new work site.

**Section 5.** Any employee who is required by the Town to attend any training or conferences shall be reimbursed reasonable expenses associated with said training.

**Section 6.** The Town shall protect and save harmless any employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence resulting in bodily injury to or death of any person or damage to or destruction of property within or without the department, in accordance with State Statutes.

**Section 7.** This Agreement contains the full and complete Agreement between the Town and the Union on all bargainable issues, and neither party shall be required during the terms hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this Agreement. Any previously adopted policy, rule or practice whether in writing or understood to exist between the parties, which is not contained in this Agreement is hereby deemed null and void. This Agreement supersedes, supplants and replaces any and all prior agreements, policies, rules, practices or understandings between the parties.

**Section 8.** Each employee shall be evaluated in writing annually. Employees shall have the right to review such evaluations and attach comments thereto that will be maintained as a part of the employee's file.

**Section 9. Education Reimbursement.**

- (a) The Town shall reimburse the money spent for books and tuition by any employee enrolled in a course in Police Science or job related subjects with the approval of the Chief, and upon the successful completion of each semester's work, with a 3.0 or better, up to a maximum of \$10,000 per year for the bargaining unit. Each participating employee shall receive a pro-rated share of the maximum amount; however, no such employee shall receive more than \$3,000 per fiscal year. It shall be the duty of the employee to use State or Federal funds available for tuition, books, fees and equipment in order to eliminate or minimize expenditures by the Town for this purpose.

Requests for enrollment shall be submitted to the Chief or his designee for the following fiscal year no later than November 1 of the current fiscal year.

- (b) The employee's education must be in a job-related course with prior approval of the Chief.

**ARTICLE 20**  
**RULES AND REGULATIONS**

**Section 1.** The Town agrees to provide to the Union and all members of the Bargaining Unit access to up-to-date copies of all police department rules, regulations, policies and procedures pertaining to dispatchers.

**ARTICLE 21**  
**DRUG AND ALCOHOL TESTING**

**Section 1.** All employees agree to abide by and adhere to the Drug and Alcohol Testing policy attached hereto and incorporated herein as Appendix B.

**Section 2.** The Town shall provide the Union President with a copy of the Town's Drug and Alcohol Testing Policy to be attached as Appendix B.

**Section 3.** The Town will supply each new employee access to this policy and notify the Union President in writing of any changes that occur in this policy.

**ARTICLE 22**  
**DURATION OF AGREEMENT**

This Agreement shall be in effect July 1, 2015 and shall remain in force until June 30, 2018.

Notwithstanding the above, the parties agree that should the Town, in its sole discretion, determine that it will enter into a regionalization agreement for the Town's dispatching function, the parties agree to reopen negotiations solely for the purpose of negotiating impact, if any, of the Town's regionalization decision. The Town agrees to provide the Union with ninety (90) days' notice of the effective date of such regionalization agreement in order to bargain impact.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly sworn authorized representatives.

TOWN OF SOUTHINGTON

UNITED PUBLIC SERVICE  
EMPLOYEES UNION LOCAL 424  
UNIT 81



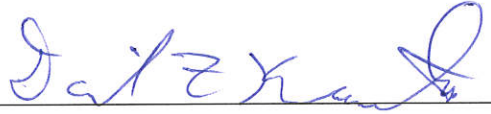
DATE

12/9/2015

  
WITNESS

DATE

12/9/15



DATE

12/15/2015

  
WITNESS

DATE

12/15/15



KEVIN E BOYLE JR, UPSEU PRESIDENT

12-15-15  
DATE



**APPENDIX A**  
**Salary Schedules**  
**(Full and Part-time Dispatchers)**

**Effective and retroactive to July 1, 2015**

Public Safety Dispatchers    \$25.47 per hour (4.0%)

**Effective July 1, 2016**

Public Safety Dispatchers    \$26.36 per hour (3.5%)

**Effective July 1, 2017**

Public Safety Dispatchers    \$27.28 per hour (3.5%)

## **APPENDIX B**

### **Drug and Alcohol Testing Policy**

#### **I. PURPOSE**

The purpose of this document is to outline the policy of the Town of Southington (hereinafter "Town") to comply with Federal Guidelines to maintain a drug and alcohol free workplace for employees employed by the Town. The Town is firmly committed to operating in the safest and most efficient manner possible. As a responsible employer, the Town is also committed to promoting the safety and welfare of its employees and the public. The widespread problem of drug and alcohol abuse in our society is a potential threat to these objectives, endangering not only the public, but also the future of the Town and the personal lives of its employees. Many problems are associated with drug abuse: it can cost employees in terms of health, broken marriages, abused children, and lost employment. Such problems can also cost the Town in terms of absenteeism, accidents, lost productivity and increased medical expenses.

It is the responsibility of each employee (as defined below) to ensure that he/she is drug free in compliance with the requirements outlined in this policy.

#### **II. APPLICABLE FEDERAL REGULATIONS**

This policy was developed and will be implemented in accordance with the following federal rules and regulations, which are applicable to the Town:

\* Department of Transportation, Federal Highway Administration, 49 CFR Parts 40, 382, 391, and 394 - Controlled Substance Testing.

This policy applies to all applicants and employees of the Southington Police Department, including part-time dispatchers.

#### **III. CATEGORIES OF TESTING**

Detection will be accomplished through the following categories of drug and alcohol testing as outlined in 45 CFR Part 40:

- Pre-employment
- Random Testing
- Reasonable Cause
- Post Accident
- Return-To-Duty
- Unannounced Follow-Up Testing

The drugs to be tested for are as follows:

Marijuana

Cocaine

PCP

Opiates

Amphetamines

Alcohol - Breath Alcohol Content (B.A.C.) levels of .02 to .039 will preclude an individual from working his shift for a period of 24 hours. Levels above >.04 will be provided transportation to their residences.

The Town will train all appropriate supervisory personnel to recognize the signs and symptoms of substance abuse.

#### **IV. POLICY STANDARDS**

Employees are prohibited from using, being impaired by, under the influence or, being in possession of, manufacturing, dispensing or distributing any controlled substance while on duty or on Town property except as permitted by Section 4 below. No employee shall perform safety-sensitive functions within four (4) hours after using alcohol. The Town shall not permit an employee to perform or continue to perform safety-sensitive functions, while having actual knowledge that an employee has used alcohol within four (4) hours. The illicit use of controlled substances is prohibited at any time. Any employee who tests positive as indicated by the test and confirmed by the Medical Review Officer will be subject to disciplinary action in accordance with the Policy.

Upon testing positive, the employee has the right to have the "split" specimen analyzed at a different S.A.M.S.H.A. certified laboratory. If requested, this test will be performed and, if the "split" test is positive, will be paid for by the employee. Negative "split" tests will be paid for by the Town. In the event an employee cannot "void" (shy bladder) after consuming 24 fluid ounces over a 2-hour period, the employee will be evaluated by a medical doctor to determine if this is a physical problem. If not, the test will be classified as a "refusal" i.e. dealt with as a positive.

Any rehabilitation services resulting from a positive drug or alcohol test not covered by insurance shall be the responsibility of the employee.

#### **V. DISCIPLINARY CONSEQUENCES OF A POSITIVE DRUG OR ALCOHOL TEST**

The disciplinary penalties described below will generally apply to straightforward situations in which the employee tests positive on a random or reasonable suspicion drug or alcohol test. Situations involving more complicated circumstances such as those involving an accident, property damage, personal injury, violations of the law or State or Departmental regulations or policies, endangering the public or co-workers, insubordination, belligerent behavior, or other factors may result in more severe discipline being imposed than what is described below.

It should also be noted that in situations where an employee tests positive in one instance for alcohol and in a subsequent instance for drugs (or vice-versa), the subsequent test will be considered as a second (or third, etc.) offense, even though the types of substances than tested

positive were different. Employees will not be afforded the full range of disciplinary steps for alcohol, and then another full range of steps for drugs.

Any disciplinary penalties resulting from an employee's first positive substance/alcohol test result shall be held in abeyance until successful completion of a rehabilitation program which the employee elects to attend and enters within 72 hours of the test result. If the tested employee successfully completes a rehabilitation program and no further substance/alcohol related incidents occur within three (3) years from the date of the first instance, then all records of treatment and substance abuse testing shall be retired to a closed medical file. The employee will be given a fresh start with a clean administrative record as to substances. If the employee successfully completes the program, he shall be returned to active status without reduction in pay, grade or seniority. This paragraph shall not restrict or limit any charges brought against the individual for either a second substance/alcohol abuse offense or for any acts of behavior of the individual while performing his duties. In the event of a second positive test result within three (3) years any disciplinary penalties resulting from an employee's first positive substance/alcohol test result shall be enforced in addition to the second offense penalties as described in this policy.

**Any employee, who tampers with, falsifies, substitutes, or alters a urine sample, or breath test, or who attempts to do so, shall be subject to discharge.**

In determining the level of discipline for alcohol and drug tests as prescribed in items 1, 2 and 3 below, the Town will not consider disciplinary action taken against the employee if the employee has not tested positive for a period of three (3) years.

1. **Evidential Breath Test (EBT) less than 0.04.** Under FHWA rules an employee with an alcohol concentration of .02 or greater, but less than 0.04, must be removed from safety-sensitive duties until the beginning of the employee's next shift, but not less than 24 hours from the test. Concentrations less than .02 will be dealt with under regular disciplinary procedures. In addition, the following levels of disciplinary action will be imposed for concentrations of .02 or greater, but less than 0.04:

**First Offense:** Employees will be sent home with pay for the remainder of the shift and any portion of the next shift that falls within the 24-hour period from the test. In addition, the employee will receive a written warning for alcohol-related misconduct rendering him/her unavailable for duty.

**Second Offense:** Employees will be sent home without pay for the remainder of the employee's shift. In addition, the employee will receive a one (1) day disciplinary suspension without pay for chronic alcohol-related misconduct rendering him/her unavailable for duty. The suspension will begin at the start of the employee's next shift.

**Third Offense:** A third offense will be cause for termination. The employee will be sent home without pay pending a fact-finding meeting. If the employee is not terminated, the time off the payroll will be considered a disciplinary suspension without pay for not less than thirty (30) calendar days. The employee will also be

subject to unannounced alcohol testing, in addition to FHWA required testing, for a period of two (2) years. Any subsequent alcohol test with a result of .02 or greater, or refusal to submit to a test, will result in immediate termination of employment.

2. **Evidential Breath Test (EBT) equal to or greater than 0.04.** A breath alcohol level of 0.04 and above mandates removal from duties, evaluation and treatment as directed by a Substance Abuse professional, return to duty and follow-up testing. In addition, the following levels of disciplinary action will be imposed:

**First Offense:** One (1) day suspension without pay to begin at the start of the employee's next shift. Any other time for in-patient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing Employee Assistance Program policies. An employee who refuses to participate in the treatment program recommended by the Substance Abuse Professional, or who fails to report for duty following a negative return to duty test, will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a second offense.

**Second Offense:** Three (3) day suspension without pay to begin at the start of the employee's next shift. Any other time for in-patient rehabilitation, may be charged to any available leave balances in accordance with existing Employee Assistance Program policies. The employee will also be subject to unannounced alcohol testing, in addition to FHWA required testing, for a period of two (2) years. An employee who refuses to participate in the treatment program recommended by the Substance Abuse Professional, or who fails to report for duty following a negative return to duty test, will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a third offense.

**Third Offense:** A third offense will result in termination of employment.

3. **Controlled Substances.** Employees with confirmed positive test results must be removed from safety-sensitive duties, be evaluated and participate in treatment as directed by a Substance Abuse Professional, and be subject to return to duty and follow-up testing. In addition, the following levels of disciplinary action will be imposed:

**First Offense:** Three (3) day suspension without pay to begin at the start of the employee's next shift following removal from duty. Any other time for in-patient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing Employee Assistance Program policies. An employee who refuses to participate in the treatment program recommended by the Substance Abuse Professional, or who fails to report for duty following a negative return to duty test, will be placed on unauthorized

leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a second offense.

**Second Offense:** Six (6) day suspension without pay to begin at the start of the employee's next shift following removal from duty. Any other time for in-patient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing Employee Assistance Program policies. The employee will also be subject to unannounced alcohol testing, in addition to FHWA required testing, for a period of two (2) years. An employee who refuses to participate in the treatment program recommended by the Substance Abuse Professional, or who fails to report for duty following a negative return to duty test, will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a third offense.

**Third Offense:** A third offense will result in termination of employment.

**4. Use of Prescribed and Over the Counter Medication**

The Town will permit prescribed and over the counter medication and/or the use of medication on the company premises, specifically prescribed for the employee by his/her physician, that is clearly labeled with the employee's name, the name of the medication and the physician's Federal Drug Enforcement Administration license number, provided the substance is used at the dosage prescribed or authorized and it does not impair their ability to perform in their job or endanger their safety or the safety of others. It is the responsibility of the employee to provide his supervisor with documentation from his physician provided the employee tests positive due to a Random Test or a Post-Accident test.

**5. Requirement of Cooperation with Testing Procedure**

Each employee required to be tested pursuant to this policy must cooperate with the collection procedures. If a person refuses to cooperate with the collection process, the collection site person shall inform management and shall document the non-cooperation on the Urine Custody and Control form. Any person who refuses to cooperate in providing a sample or is found to have, in any way, tampered with or substituted a sample shall be subject to disciplinary action up to and including termination.

**VI. EMPLOYEE AWARENESS PROGRAM/SUPERVISOR TRAINING PROGRAM**

A major tool in the battle against drug use is education and awareness. Accordingly, the Town will educate its employees about the dangers of drugs, their effects and consequences. The education program will help motivate employees to understand the problems associated with using drugs, the misuse of alcohol and the ways such use could compromise their personal



functioning as well as their functioning on the job. To accomplish this objective, a number of approaches will be taken to include the following:

1. An annual employee education and training program for all employees. The education component shall include:
  - Informational material;
  - This policy,
2. The training component for employees shall include information on the effects and consequences of drug and alcohol abuse on personal health, safety and the work environment, and the manifestations and behavioral cues that indicate drug and/or alcohol abuse.
3. Supervisory employees who will be determining when an employee is subject to drug and alcohol testing based on reasonable cause under this policy shall receive annually at least one (1) hour of additional training on the physical, behavioral, and performance indicators of probable drug use and one (1) hour on the symptoms of the abuse of alcohol.

## **VII. TESTING METHODOLOGY**

All drug testing conducted pursuant to this policy will be performed via urinalysis. Alcohol tests may be conducted by the use of an initial screen (non-evidentiary test) and if the presence of alcohol is detected, the confirmation test will be conducted on an Evidentiary Breath Testing (E.B.T.) unit. In the absence of a non-evidentiary test, the screening test will be conducted on an E.B.T. The E.B.T. will be operated by a Breath Alcohol Technician (B.A.T.). All of the above procedures will be consistent with 49 CFR Part 40.

### **1. Pre-Employment**

All final applicants for employment as drivers are required to submit to a drug test. The applicant will be informed that the urine specimen being collected will be tested for drugs to include Marijuana, Cocaine, Opiates, Phencyclidine (PCP) and Amphetamines. Final applicants will be required to sign a form consenting to the drug test and authorizing the release of any test results to the Town.

Any applicant who decides not to cooperate in the pre-employment drug test may withdraw their application. No record will be maintained of the declination. Final applicants who test positive for drugs will be rejected for employment. Any employee who does not perform the function of driver may not transfer to this function until the employee passes the drug test administered under this section.

### **2. Random Testing**

All employees will be subject to random drug and alcohol testing at the annualized rate determined by DOT FHWA regulations. Selection of employees

to be tested will be administered by a 3<sup>rd</sup> party management company utilizing a validated computerized random selection program. This program ensures that every covered employee has an equal opportunity of being selected at any given time.

Notification of an employee's selection will not be provided until the employee's tour of duty in which the drug and alcohol test is to be conducted. Immediately upon notification of being randomly selected, the employee is to proceed to the collection facility.

**3. Reasonable Cause Testing**

**A. Drug Test**

Employees of the Town are required to submit a urine analysis for the purpose of detecting the presence of controlled substances when a supervisory employee has reasonable cause as defined below.

Under this type of testing, the employee will be removed from service with pay. If testing proves positive for controlled substances, the employee will be required to repay, through payroll deductions, any pay received while off duty awaiting the test and results therefrom.

In all cases where an employee is subject to reasonable cause testing, an evidentiary report of reasonable cause must be completed and signed by a supervisor before the test is administered. Supervisory employees must receive at least one (1) hour of training in the physical, behavioral and performance indicators of probable drug use if they will be determining when an employee is subject to testing based on reasonable cause under this section.

"Reasonable Cause" exists when a supervisory employee believes based on facts, circumstances, physical evidence, physical signs and symptoms or a pattern of performance and/or behavior that would cause a trained supervisor to reasonably conclude that an employee has violated the prohibitions of this policy.

Reasonable suspicion does not require certainty. Mere hunches or "gut feelings", however, are not valid in making a reasonable cause determination. If supervisors with training in the identification of the signs and symptoms of drug use reasonably conclude that there are objective facts indicative of the use of drugs, sufficient justification for testing exists.

**B. Alcohol Test**

Reasonable suspicion for alcohol abuse exists when a trained supervisory employee suspects that alcohol involvement has interfered with an employee's present ability to safely perform his/her job function. This shall be based on



specific, contemporaneous, articulable observations concerning the appearance, behavior, and speech or body odors of the employee.

**4. Post-Accident Testing**

Under this type of testing, employees will be removed from service with pay. The drug test(s) must take place within 32 hours of an accident as defined below. If testing proves positive for alcohol or controlled substances, the employee will be required to repay, through payroll deductions, any pay received while off duty awaiting the test and results therefrom.

The alcohol test should be conducted within 2 hours, but no later than 8 hours after the accident. If the test is not conducted within these parameters, the reason why must be documented.

Post-Accident testing is required of any driver involved in an accident as defined below:

“Accident” means an occurrence associated with the operation of a commercial vehicle, if:

- a. There is a fatality. (Test is mandatory)
- b. A vehicle is towed from the scene of the accident and a citation is issued to the driver;
- c. Medical treatment is administered away from the scene of the accident and a citation is issued to the driver;

(Except in cases involving fatalities, a test is not required if a citation is not issued to the driver.)

**5. Return-to-duty testing**

After completing any required rehabilitation, any employee who tested positive must have a negative Return-to-duty test result before returning to his/her job.

**6. Unannounced Follow Up Testing**

Upon returning to work (after a negative Return-to-duty test) the MRO or SAP will schedule unannounced Follow Up tests for up to 60 months. For alcohol at least 6 tests must be conducted in the first 12 months upon reporting to work.

**VIII. URINE COLLECTION AND ALCOHOL TESTING PROCEDURES**

All aspects of urine analysis, drug and alcohol testing, collection and chain of custody procedure shall be conducted in strict accordance with the Town’s Substance Abuse Testing Procedures and D.H.H.S. standards as outlined in 49 CFR Part 40.

**IX. EMPLOYEES ADMITTING TO DRUG AND/OR ALCOHOL ABUSE PRIOR TO NOTIFICATION OF TEST**

In accordance with and subject to other applicable policies and procedures, an employee who admits to Controlled Substance Abuse and/or Alcohol Abuse prior to notification that a random or "reasonable cause" test will be given may avoid termination on the basis of Drug Abuse or Alcohol Misuse and be allowed the opportunity to reform. Any rehabilitation costs not covered by insurance would be the responsibility of the employee.

**NOTICE TO APPLICANTS**

The Town of Southington (hereinafter "Town") requires successful completion of a urinalysis drug test as part of its pre-employment screening process. Additionally, the Town requires successful completion of a urinalysis drug test and/or breath alcohol test if the Town has reasonable suspicion that the employee is under the influence of drugs and/or alcohol, which adversely affects or could adversely affect the employee's job performance. The Town also requires employees in occupations that have designated as safety-sensitive by the Federal Regulations to undergo random urinalysis drug testing at the rate of 50% of the total covered employees. Random alcohol tests will be conducted at the rate of 25% of the total FHWA covered employees only. Drug tests are conducted for the Town by an outside, professional laboratory. Further details will be provided to applicants who successfully meet the Town's other criteria for employment.

Because we are required to notify applicants of our intent to conduct urinalysis drug testing, we ask that you sign and date this notice.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature