

**TOWN OF SOUTHTON**

**AND**

**LAW ENFORCEMENT**

**ALLIANCE OF SOUTHTON**

**JULY 1, 2016 - JUNE 30, 2021**

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## **PREAMBLE**

This Agreement made by and between the Town of Southington, Connecticut (hereinafter referred to as the "Town") and Law Enforcement Alliance of Southington, (hereinafter referred to as the "Union").

Since the parties desire to enter into an agreement relating to wages, hours, and other condition of employment which will provide methods of harmonious cooperation between the Town and the Union, and to that end, accomplish fair and peaceful adjustment of any dispute which may arise, without interruption of operation.

## **ARTICLE I RECOGNITION**

**Section 1.** The Town hereby recognizes the Union as the exclusive Bargaining Agent for the Union consisting of all full-time investigatory and uniformed members of the Police Department with the authority to exercise powers of arrest, exclusive of the Chief and Captains.

The following provisions of the Agreement do not apply to the Animal Control Officer or the Assistant Animal Control Officer: Articles IX, X, XV, XVI, XXII.

## **ARTICLE II MANAGEMENT RIGHTS**

Except as otherwise limited by an express provision of this Agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, establishing standards of performance for its police employees; determining the mission of the Town's police department and the methods and means necessary to fulfill that mission, including the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of police personnel; the suspension, demotion, discharge or any other appropriate action against police department employees for legitimate reasons; layoff because of lack of work; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

The Town reserves the right to civilianize all non-sworn IT duties performed by members of the bargaining unit providing service to the Police Department. The Town also reserves the right to civilianize the non-sworn duties currently performed by the traffic officer.

## **ARTICLE III NO STRIKE-NO LOCKOUT**

**Section 1.** The Union agrees that it will not call or support any strike, work stoppage, work slowdown or any other action against the Town that would impede the proper functioning of the Town government and the public safety of the Community.



The Town agrees that it will not lockout any employees at any time. Any violation of this provision will be subject to disciplinary action.

#### **ARTICLE IV UNION SECURITY**

**Section 1.** During the term of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the effective date of this contract or within thirty-one (31) days of their date of employment by the Town, whichever is later, as a condition of continued employment, either become or remain a member of the Union or, in lieu of Union membership, pay to the Union a service fee which shall not exceed the proportion of Union dues uniformly required of Union members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

**Section 2.** The Town shall monthly deduct Union dues and service fees from the earned wages of employees in such amounts as determined by the Union provided that no such deduction shall be made from any employee's wages, except when authorized by him on an appropriate form, a copy of which form must be submitted to the Town. Such authorization shall be for the life of the contract and shall be continued thereafter if a contract exists between the Town and the Union.

**Section 3.** The Union agrees that it shall save the Town harmless from any claims or damages by reason of carrying out the provisions of this Agreement concerning the assignment of wages of such dues and service fees as hereinbefore mentioned.

#### **ARTICLE V EMPLOYEE RIGHTS AND REPRESENTATION**

**Section 1.** Employees have and shall be protected in the right, without fear or 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 as a Union Officer or representative or otherwise and including the right to present Union views and positions to the public, to officials of the Town of Southington, the Police Department, or to any other appropriate authority or official. Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement or the law. Furthermore, no representative, department, official or agent of the Town shall:

- a. Interfere with, restrain or coerce employees in the exercise of their right to join the Union.
- b. Interfere with the formation, existence, operation or administration of the Union.

- c. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union.
- d. Discriminate against any employee because he has given testimony, taken part in any grievance procedures, or other hearing, negotiations or conferences for or on behalf of the Union or any employee.
- e. Refuse to meet, negotiate proper matters with officers or representatives of the Union as set forth in this Agreement.
- f. Discourage or discriminate in any way against employees of the Police Department for Union membership or Union activities, or because of race, color, creed, sex, marital status, age or religious belief.

**Section 2.** The members of the Union bargaining committee who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the employer, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereto. No more than four (4) men and no more than two (2) on duty from a shift.

**Section 3.** The four (4) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty. The Town shall not be responsible to pay officers who attend arbitration hearings while on duty.

The Union officers, stewards shall be permitted to discuss official Union business with the following:

- a. Employees during working hours provided that discussions are limited to ten (10) minutes and only after obtaining permission from the shift commander and if it does not interfere with his assigned duties.
- b. Chief or his designee during their working hours by appointment.
- c. Employees prior to reporting on duty or following reporting off duty if it does not conflict with roll call.

**Section 4.** The officers and representatives shall be granted time off without loss of pay to attend Union functions. Said time not to exceed fifteen (15) working days yearly, when function falls on a duty day, and this time off shall be limited to one man on duty from a shift and only after receiving permission from the Chief, or his designee.

**Section 5.** Union members shall be allowed time off to vote on Union matters.

**Section 6.** The Union shall keep the employer informed of any changes in the roster of the officers or representatives.

## **ARTICLE VI SENIORITY**

**Section 1.** Seniority with the Southington Police Department shall be by time in the Department and time in rank and shall consist of relative length of accumulated service of each employee with the Department and in his respective rank. For the purpose of this Article, rank shall mean and include the following:

Patrolman to the rank of Sergeant and  
including the rank of Sergeant, Master Sergeant and Lieutenant

**Section 2.** No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town as a member of the Police Department for a probationary period which shall be of sufficient length to enable the Town to fully determine the employee's ability to perform departmental duties. The length of the probationary period shall be twenty four (24) months from date of successful completion of instruction required by the Connecticut Municipal Police Training Council. The Town will not hire new employees until it secures the employee's training date at M.P.T.A. and that shall be his/her date of employment. New employees shall be covered by all Articles and Sections of this Agreement except that they may be terminated at the discretion of the Town for any reason whatsoever. During their probationary period, neither such employees nor the Union on their behalf shall have recourse to the grievance procedure in the case of discharge. At the conclusion of an employee's probationary period, that employee's seniority shall date back to his/her original date of employment.

**Section 3.** The accruing of seniority shall not be broken by vacation time, sick time, or any leave of absence, or any call to military service.

**Section 4.** Employees who may resign voluntarily, or who may be discharged for just cause, shall lose all seniority.

**Section 5.** Patrolman shall be assigned on a temporary basis by the Chief or his designee to the Detective Division, provided such Patrolman has a minimum of five (5) years of full-time service with the Southington Police Department.

## **ARTICLE VII DISCIPLINARY ACTION**

**Section 1.** No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any way except for just cause.

**Section 2.** Any action under this section is appealable under the Grievance Procedure.

**Section 3.** Any employee who is given a written reprimand shall be given a copy of any report referring to the incident within seventy-two (72) hours. Written reprimands shall not be utilized for employment purposes after two and one-half (2½) years if there has been no intervening disciplinary action of a written reprimand or greater. Copies of all evaluations by superior officers shall be given to the employee and may be challenged under the Grievance Procedure.

**Section 4.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation, union membership, handicap or any other reason.

**Section 5.** No officer shall be suspended from his duties without pay until a disciplinary hearing has been conducted unless the substance of the charges against the Police Officer would constitute a felony under Connecticut Law.

**Section 6.** In the event that a suspension for noncriminal and nonemergency offenses is five (5) days or greater, the first five (5) days shall be served in the discretion of the Chief of Police or his designee following the disciplinary hearing with the remaining portion of the suspension to be served after the hearing and appeal process specified in the grievance procedure in Article VIII is exhausted and a decision upholding the suspension greater than the five (5) initial days has been reached by the Arbitrator. The entire suspension is subject to the grievance procedure. The parties agree, however, that all such suspension arbitrations shall be submitted under the expedited rules of the State Board of Mediation and Arbitration, as opposed to the normal arbitration procedures of Article VIII. Suspensions for criminal offenses or in emergency situations, such as when an employee reports to work inebriated, *etc.*, shall be effective immediately regardless of the length or severity of the discipline imposed.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

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

In any matter concerning disciplinary action, the first two steps may be waived if the effect of Steps 1 and 2 have previously taken place.

**Step 1.** An employee or the Union having a grievance or complaint shall take such grievance or complaint to the Chief in writing; or, in his absence, the officer in charge, within ten (10) working days excluding weekend days, of knowledge of the grievance. The Chief or officer in charge in his absence shall answer the grievance within five (5) working days from receipt of the grievance in writing.

**Step 2.** If the grievance has not been settled, it shall be presented in writing by the employee or the Union to the Board of Police Commissioners within ten (10) working days of the Chief's or Captain's decision. The Board of Police Commissioners shall have ten (10) working days after such next scheduled meeting of the Board to answer the grievance in writing.

**Step 3.** If the grievance has not been settled, the Union may submit the grievance to the Board of Mediation and Arbitration for arbitration of the dispute within thirty (30) days with a copy of said request provided to the Town. The Board of Mediation and Arbitration shall not have the power to modify, amend or delete any terms or provisions of the Agreement. The decision of the Board shall be final and binding upon both parties.

**Section 2. MEETINGS.** If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps 1, 2, and 3.

**Section 3.** Time extensions beyond those stipulated in the grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing.

**Section 4.** Employees and the Union shall have the right and choice of representation whenever representation is desired by either an employee or the Union, unless the matter under discussion is at the investigative stages of an internal investigation, and prior to the time of adjudication by the Department or the Town, on his case.

If any report which concerns a violation of departmental rules and regulations is placed in the employee's personnel file, the employee shall be given a copy of said report.

## **ARTICLE IX OVERTIME**

**Section 1.** All assigned, authorized or approved service outside or out-of-turn of an employee's regularly scheduled tour of duty or shift, including service on an employee's scheduled day off or during his vacation and service performed prior to the scheduled starting time for his regular tour of duty and service, shall be considered overtime and paid at time and one-half (1½) times the regular rate.

**Section 2.** Time paid for but not worked due to illness shall be considered as time worked for the purpose of computing overtime.

**Section 3.** Whenever possible all employees shall be given at least four (4) hours advance notice of overtime work opportunities except in the case of emergency. Scheduled overtime shall be distributed to all employees on a fair basis within the divisions and ranks. All employees in the Bargaining Unit shall be afforded the opportunity to accept overtime service. Whenever overtime within a division or rank occurs, the division or rank shall have the first preference in filling the vacancy, before going to another



division, or rank to fill such vacancy. The payroll records of the Finance Department will be available at reasonable times.

**Section 4.** Employees of the Bargaining Unit who do not desire overtime shall indicate so in writing and their names shall be omitted from the overtime work schedule for a period of 28 days.

Employees of the Bargaining Unit who desire overtime duty shall be assigned to the overtime work schedule and shall not decline assignments without permission of the Chief or his designee.

Discretion on the part of the employee and the Town shall be used to effect this Section, which must be in the best interest of all concerned.

**Section 5.** A current and accurate record will be posted, by management, in plain view of all employees, at all times, showing all hours of overtime worked and/or refused by each and every officer for the current quarter and overtime worked, refused and/or scheduled for the current week. There shall be no overtime offered while a Member is out on FMLA leave. When a Member uses sick leave or FMLA leave, the Member shall not be eligible for an overtime assignment until twenty four (24) hours after the end of the regularly scheduled shift missed.

**Section 6.** Employees shall not be required to accept compensatory time off in lieu of overtime payments. Use of compensatory time shall be subject to the discretion of the Chief of Police or his or her designee, but may not at any time incur a cost to the Town by way of incurring additional overtime without special exception granted by Administration. The Members may elect to accrue up to the following amounts of compensatory time:

5-2 / eight (8) hour day schedule	24 hours
4-2 / eight and one-half (8.5) hour day schedule	25.5 hours
4-3 / ten (10) hour day schedule	30 hours
Pitman / eleven and one-half (11.5) hour day schedule	34.5 hours

**Section 7.** Employees who may be required to attend court or administrative hearings to testify in their capacity as a Police Officer, or to meet with Court Officials for any purpose during their off-duty hours shall receive one and one-half (1½) of his regular hourly rate of pay for each hour, or any portion of an hour to be paid by the Town, less any fees paid by the State. There shall be a minimum of two (2) hours pay for any court appearance.

**Section 8.** Time and one-half the applicable hourly rate shall be paid for all work done in excess of the hours contained in the regularly scheduled shift. This section shall not apply on shift change or during the implementation of the new shift procedure described in Article 10, Section 1 herein.

**Section 9.** Overtime rates shall be paid for not less than two (2) hours to any employee called back to work for any duty not contiguous with his regular workday, except for the hours recalled between 6:00 a.m. and 7:00 a.m. for Members in patrol. The employee will also receive, when required to work in excess of two (2) hours, actual hours worked at time and one-half. Recall occurs when an employee has left his work on his regular work shift or tour of duty or is an employee who is so recalled on a scheduled day off or during his vacation.

**Section 10.** If, in the opinion of the Chief or his designee, replacements are required for overtime duty, policemen with the fewest hours of overtime offered shall be given first preference for overtime. There shall be no overtime following the use of sick time or while a Member is out on FMLA leave. The assignment of overtime shall not be subject to the grievance and arbitration provisions of this agreement. Any disputes over overtime shall be resolved by a committee consisting of the Chief, a Captain, a Lieutenant, a Sergeant, a Master Sergeant, as well as two (2) Members of the Union Executive Board.

**Section 11.** The Town may not make any changes in assignments to avoid overtime payments, except pursuant to the provisions of Article X, Section 9 of this Agreement and except for the assignment of training time.

**Section 12.** Whenever members of a specialized unit (AIT, ERT, Detective Division, K-9, ATV) are called out for an emergency event during their off-duty time, the employee shall be paid double (2X) their regular hourly rate.

**Section 13.** The substitution by one employee for another employee of equal rank is allowable with the consent of the Chief. Such substitution shall not impose any additional cost to the Town, and shall be for the duration of the request. Said consent shall not be unreasonably denied.

**Section 14.** Each active certified Field Training Officer will receive a stipend of \$200.00 per fiscal year. Active certified Field Training Officer shall be defined as a Patrol Officer who has passed an approved FTO training program and is assigned a recruit by the Chief or his or her designee at any time during the fiscal year. The stipend will be paid within 60 days of the end of the fiscal year in which the recruit was assigned.

## **ARTICLE X HOURS OF WORK**

### **Section 1.**

- a. The regular work schedule for the patrol division shall consist of one of the following schedules, subject to the shift bid:
  - i. Five (5) consecutive days on shift followed by two (2) consecutive days off; eight (8) hour shifts;

- ii. Four (4) consecutive days on shift followed by two (2) consecutive days off; eight and one-half (8.5) hour shifts;
- iii. Pitman Schedule; eleven and one-half (11.5) hours shifts.

Sergeants assigned to patrol shall only be available to bid on the Pitman schedule, effective July 1, 2017.

Patrol division shifts, depending on the schedule, may begin at 6:00 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 2:30 p.m., 6:30 p.m., 10:30 p.m., or 11:00 p.m.

- b. The administrative schedule shall consist of an eight (8) hour day, and days off as currently practiced. Lieutenants shall have a Monday to Friday, 8:00 a.m. to 4:00 p.m. schedule.
- c. The detective bureau schedule shall consist of one of the following schedules, subject to the shift bid:
  - i. Four (4) consecutive days on shift followed by three (3) consecutive days off with either a Monday thru Thursday schedule or a Tuesday through Friday schedule, and work either 7:00 a.m. to 5:00 p.m. or 1:00 p.m. to 11:00 p.m.;
  - ii. Five (5) consecutive days on shift followed by two (2) consecutive days off; eight (8) hour shifts, and work either 7:30 a.m. to 3:30 p.m. or 3:00 p.m. to 11:00 p.m.
- d. The Master Sergeant schedule shall consist of the following schedules, subject to the shift bid:
  - i. Five (5) consecutive days Monday through Friday on shift followed by two (2) consecutive days off; eight (8) hour shifts, and work 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., or 11:00 p.m. to 7:00 a.m.
  - ii. Pitman Schedule; eleven and one-half (11.5) hours shifts at 6:30 p.m. to 6:00 a.m.

Weekend overtime assignments for the Officer in Charge (OIC) position shall continue to be rotated among Sergeants, then Master Sergeants, on a voluntary basis. If there are no volunteers, the OIC shall be filled by call-in/order-in of a Master Sergeant on a rotating basis.

The Master Sergeant schedule listed herein shall be effective July 1, 2017 for a one-year trial period. In the event that the Chief of Police, in his or her sole discretion, decides to end this schedule, after June 30, 2018, the



Master Sergeant schedule shall revert to the Pitman schedule.

- e. Each member of the Union working the four (4) consecutive days on shift followed by two (2) consecutive days off; eight and one-half (8.5) hour shifts patrol schedule shall give sixteen (16) hours of training time per year to be used at the Town's discretion.

**Section 2.** Officers shall be allowed one-half hour lunch periods at their homes or a local restaurant, only when their homes or the restaurant is located within the Town of Southington. Officers shall do so only after receiving permission from the shift commander and shall be subject to recall.

**Section 3.** No Article or Section thereof in this Agreement shall prevent any member of the Department from holding outside employment, other than police duty, as long as such employment does not conflict with the member's duties as a police officer. When an employee holds an outside position, notification of said position shall be sent to the Chief.

**Section 4.** Officers, who are off duty, will not be required to attend any parade unless the Chief deems it necessary for public safety.

**Section 5.**

- a. Employees shall bid their shifts among the established shifts in accordance with seniority. Patrol Officers shall bid patrol officer slots. Sergeants shall bid sergeant slots. Detectives shall bid detective slots. Master Sergeants shall bid Master Sergeant slots.
- b. In the event all bid shift slots are not filled, assignment shall be made in inverse order of seniority.
- c. Employees shall bid shifts twice per year. In the event a new shift cycle varies in hours per day or week, leave time shall be prorated accordingly.
- d. Officers in F.T.O. training will be assigned to the shift needed to complete their training and shall be so assigned until, in the opinion of the Chief, the officer is sufficiently prepared to be assigned to a shift in accordance with the bid shift requirements.

**Section 6.** Seniority shall be determined from date of hire for patrol officer (Badge #) and seniority for sergeants and detectives for bid shift system shall be time in rank. If this results in equal seniority, then date of hire will determine seniority.

**Section 7.** Any member who works in excess of their normally scheduled shift in one day, due to a shift change, does so at straight time, except where otherwise provided by law.

**Section 8.** Officers may request to change shifts with another officer of equal rank on written request, with the approval of the Chief or his designee, as long as it is agreeable to both officers.

**Section 9.** In the event that a sworn employee filling a budgeted position or shift slot is expected to be absent for more than two (2) weeks, the Chief or his designee may transfer the least senior qualified sworn employee to fill the slot of the absent employee, at his discretion, upon providing notice of two (2) weeks. The position must be vacant for a period of two (2) weeks prior to filling same.

## **ARTICLE XI HOLIDAYS**

### **Section 1.**

- a. The following holidays shall be paid holidays to all regular employees of this Department, except Lieutenants.

New Year's Day	Easter	Columbus Day
Martin Luther King Day	Memorial Day	Veteran's Day
Lincoln's Birthday	Fourth of July	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day
Good Friday		

Holiday pay for all listed holidays shall be the equivalent of eight (8) hours of pay, regardless of a member's regular schedule.

- b. i. Members not assigned to Patrol may elect to take a Holiday off from work as listed herein in lieu of receiving Holiday pay.
- ii. Sections 2, 3, 4 and 6 of this Article XI shall not apply to lieutenants and lieutenants shall have all holidays listed in Section 1.a, above, except for the day after Thanksgiving Day instead of Easter, as an additional day off subject to regular call-in procedures, in the event of a specific departmental need, with payment at time and one half for all hours worked during the call-in. Such holidays that fall on a Saturday shall be observed by Lieutenants on the preceding Friday; Sunday holidays shall be observed by Lieutenants on the following Monday.

**Section 2.** Employees working between the hours of 12:00AM and 11:59PM on all holidays listed in Section 1 shall be paid the Premium Holiday Rate for all hours worked in addition to the Holiday pay under the same conditions listed in Section 3 with a maximum of eight (8) hours. An employee working on the holiday shall be able to bank eight (8)

hours of the overtime earned on the holiday for use, at the employee's election, for a time off within the same fiscal year, provided the hours selected are approved by the Chief.

**Section 3.** To be eligible for holiday premium pay, employees must work their last scheduled workday prior to the holiday and their first scheduled workday after the holiday if so scheduled. (Notwithstanding the provisions of this section, an employee shall be eligible for holiday pay if failure to work the last scheduled day prior to the holiday or after the holiday is based on the use of authorized and approved earned leave.) Use of sick time will cause loss of eligibility for holiday premium pay.

**Section 4.** Each day of holiday pay shall be computed by multiplying the employee's regular hourly rate by eight (8) hours. Holiday pay shall be paid on or about December 15 and June 15 for holidays accrued.

**Section 5.** When any time off with pay may be allowed other Southington Municipal Employees as a result of an unanticipated National Holiday or National Day of Mourning, or State or Town Holiday, or day of Mourning, those officers actually working on that day shall receive an additional day's pay unless such day is provided for in the above schedule.

**Section 6.** When any of the Holidays listed in Section 1 fall on an employee's day off or vacation day, the employee shall receive the holiday pay due him. If an employee who is scheduled to work on a holiday calls in sick for that day, he/she shall receive holiday pay only and shall not be charged for the use of a sick leave day.

## **ARTICLE XII VACATIONS**

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

**For employees working 5-2 / eight (8) hour shift schedule:**

- a. Forty (40) hours after six (6) months service.
- b. Eighty (80) hours after one (1) year of service, if "a" has not been utilized.
- c. One hundred twenty (120) hours after five (5) years.
- d. One hundred sixty (160) hours after ten (10) years.

**For employees working 4-2 / eight and one-half (8.5) hour shift schedule:**

- a. Forty two and one-half (42.5) hours after six (6) months service.

- b. Eighty five (85) hours after one (1) year of service, if "a" has not been utilized.
- c. One hundred twenty seven and one-half (127.5) hours after five (5) years.
- d. One hundred seventy (170) hours after ten (10) years.

**For employees working 4-3/ ten (10) hour shift schedule:**

- a. One hundred twenty (120) hours after five (5) years.
- b. One hundred sixty (160) hours after ten (10) years.

**For employees Pitman schedule:**

- a. Thirty four and one-half (34.5) hours after six (6) months service.
- b. Eighty and one-half (80.5) hours after one (1) year of service, if "a" has not been utilized.
- c. One hundred twenty seven and one-half (127.5) hours after five (5) years.
- d. One hundred seventy two and one-half (172.5) hours after ten (10) years.

Vacations may be taken in one-half (1/2) shift increments.

**Section 2.** Vacation period shall be between July 1st and June 30th of each year, with no accumulation except that up to ten (10) days may be accumulated with notice by December 31st to the Chief and approval by the Chief.

**Section 3.** An employee, who is separated, dismissed, or retired from Town service, shall be paid the total sum of his vacation leave prior to the date of such separation, dismissal or retirement.

**Section 4.** In the event of death of an employee, the employee's accrued vacation shall be paid for, to the employee's spouse or next of kin.

**Section 5.** The vacation period will be set up by the Chief according to the following:

- a. Vacation shall be chosen in order of seniority.
- b. The requirements of workload of the Department.
- c. The granting of three (3) or four (4) weeks consecutively to an employee entitled to three (3) or four (4) weeks vacation is dependent upon:
  1. Employees shall be granted vacation days one day at a time, upon request of the employee.
  2. Conflicts with other employees of the Police Department - employees with two (2) weeks shall have preference of their two (2) weeks before the third week choice is made by those employees entitled to three (3) weeks. Employees with three (3) weeks shall have preference of their third week before the fourth week choice is made by the employees entitled to four (4) weeks.
  3. Vacation preference schedule requests form will be posted on the bulletin board by April 1st. Any employee who fails to submit his choice of vacation dates by April 15th on the schedule, will forfeit vacation seniority for that year.
  4. Vacation periods shall start and end any day of the week desired by the employee.
  5. The number of employees on vacation shall not be unnecessarily restrictive.
  6. Any submitted vacation requested after April 15th for blocks of five (5) days or more shall be answered within ten (10) days.

**Section 6.** Employees who are required to work on a scheduled vacation day shall be paid at one and one-half (1½) times their regular rate of pay in addition to vacation pay.

**Section 7.** All vacation requests not submitted by April 1st for a current year shall be scheduled by the Chief or his designee.

## ARTICLE XIII SICK LEAVE

**Section 1.** Sick leave shall be considered to be absence from duty with pay of full-time employee for the following reasons:

- a. Illness or injury (except where directly traceable to employment other than for the Town of Southington).
- b. When because of exposure to contagious disease the presence of the employee on duty would endanger the health of others.

### **Section 2.** Accrual and Accumulation

Effective July 1, 2012, employees employed by the Town on or before June 30, 2012 shall receive accumulated sick leave as follows:

#### **Employees with greater than ten (10) years of service to the Southington Police Department:**

5-2 / eight (8) hour day schedule	600 hours
4-2/ eight and one-half (8.5) hour day schedule	637.5 hours
4-3/ ten (10) hour day schedule	640 hours
Pitman/ 11.5 hour day schedule	644 hours

#### **Employees with between five (5) and -ten (10) years of service to the Southington Police Department:**

5-2 / eight (8) hour day schedule	520 hours
4-2/ eight and one-half (8.5) hour day schedule	552.5 hours
4-3/ ten (10) hour day schedule	550 hours
Pitman/ 11.5 hour day schedule	552 hours

#### **Employees with less than five (5) years of service to the Southington Police Department:**

5-2 / eight (8) hour day schedule	400 hours
4-2/ eight and one-half (8.5) hour day schedule	425hours
4-3/ ten (10) hour day schedule	430 hours
Pitman/ 11.5 hour day schedule	425.5 hours

Effective July 1, 2013 and for employees hired on or after July 1, 2012, employees shall accumulate the following sick leave hours each fiscal year:

5-2 / eight (8) hour day schedule	120 hours
4-2/ eight and one-half (8.5) hour day schedule	127.5 hours

4-3/ ten (10) hour day schedule	120 hours
Pitman/ 11.5 hour day schedule	126.5 hours

Employees may carryover any unused leave to from fiscal year-to-year, subject to the limitations below.

At no time may an employee carryover more than the following maximum sick leave accruals:

5-2 / eight (8) hour day schedule	1000 hours
4-2/ eight and one-half (8.5) hour day schedule	1062.50 hours
4-3/ ten (10) hour day schedule	1070 hours
Pitman/ 11.5 hour day schedule	1069.50 hours

There shall be no payout of unused accumulated or earned sick days.

Sick leave shall be used in ½ shift increments.

**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.

**Section 4.** After a total accumulative yearly absence for sick leave for seven (7) days, employees must provide a Medical Certificate (see, Appendix A) which stipulates the medical reason for the employee's absence for each absence for which sick leave is claimed from the balance of the fiscal year.

Any employee who fails to present a Medical Certificate within ten (10) days upon returning to duty shall be denied sick pay for the time lost.

**Section 5.** A medical certificate clearly stipulating the reasons for the employee's absence acceptable to the Chief and/or the Board of Police Commissioners is required:

- a. For frequent or habitual absence from duty and when in the judgment of the Chief, there is reasonable cause for requiring such certificate, the Town will pay medical charges in these cases.
- b. For any period of absence consisting of more than five (5) consecutive working days. Employees will pay medical charges in these cases.
- c. Employees shall be granted one (1) day off with pay for the birth by employee's wife, chargeable to sick leave.



- d. Whenever an employee is out due to illness or injury for an extended period (in excess of ten (10) workdays) the employee shall, in addition to the medical certificate, provide a physician's update on his/her progress immediately following each doctor's visit throughout said illness and/or injury.

**Section 6.** 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 officer by the Town, when combined with the compensation received under the Act, shall be equal to ninety percent (90%) of his 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. In the event that the listed difference of gross regular salary is paid to an officer by the Town while he is eligible to receive compensation, all such compensation, excluding specific awards received by the officer, shall be turned over to the Town Treasury. Any officer may elect not to accept the Town's supplemental payment, and be paid only the mandated compensation provided under the Workers' Compensation Act, but in such case, said compensation shall fully extinguish, except for the provision of insurance benefits, the Town's financial liability to the officer as set forth in this Section.

In the event that an officer has reached maximum medical improvement and is unable to return to full duty after two (2) years, the Town may separate the officer from service, provided such determination is supported by an independent medical examination.

**Section 7.** Information on the status of an officer's yearly sick leave balance shall be furnished on written request.

**Section 8.** Up to three (3) days of sick leave, in any one fiscal year, may be used for illness in the immediate family, including but not limited to a party to a civil union and his or her children, domiciled at the residence of the employee when the presence of the employee is necessary at home.

#### **ARTICLE XIV FAMILY FUNERAL LEAVE**

**Section 1.** 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 sister, brother, father-in-law, mother in law, grandparent, grandchild, brother-in-law, sister-in-law. For aunts, uncles, and first cousins of the officer 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.



**Section 2.** It is agreed that for aunts, uncles, and first cousins of the officer or his/her spouse or the spouse's grandparents, the employee shall provide a copy of the obituary within a reasonable amount of time not to exceed thirty (30) days.

## **ARTICLE XV PROMOTIONS**

**Section 1.** No member of the Department shall be eligible for promotion unless he or she has had at the time of the application for promotion at least five (5) years of full time sworn employment as a Police Officer with the Southington Police Department.

**Section 2.** All persons eligible for promotion to sergeant, master sergeant, detective, or lieutenant will be given an approved written examination by an approved testing firm, followed by an assessment center.

Each of the voting members shall rate the candidate from 0-100. The scores will be mathematically weighted.

Weightings for sergeant, master sergeant, detective, and lieutenant to be:

Written Test	30%	(No fail)
Assessment	30%	
Seniority (In Rank)	5%	
Command Assessment	35%	(Consisting of past record, documented accomplishments, special assignments, commendations, disciplinary record, attendance, evaluations and Chief's interview)

**Rule of five will apply.** After each appointment is made the next highest person on the list moves up to the next highest ranking and the next appointment is made from the top five. Certification lists from each exam shall remain valid for a period of one year from the date of certification.

**Section 3.** No member of the Department shall be eligible for promotion to the rank of lieutenant unless he or she has at the time of application for promotion, attained the rank of master sergeant with the Southington Police Department or has at least five (5) years of service in the Department as a sergeant. No member of the Department shall be eligible for promotion to the rank of master sergeant unless he has at the time of application for promotion, attained the rank of sergeant.

**Section 4. Promotional Probationary Period.** For any promotion, there shall be a 12-month probationary period. If, in the discretion of the Chief or his designee, the Member is not meeting standards in the promotional position at any time during the probationary period, the Member shall be returned to his or her prior rank.

## ARTICLE XVI RETIREMENT

**Section 1.** Bargaining unit shall be covered by the MERS retirement plan. In the event that the gap between the Town's current MERS required contribution of covered payroll percentage of fifteen and eight tenths (15.8%) increases by ten percent (10%) or more over the employee's required contribution percentage (currently five percent (5%)) during the life of this Agreement (sixteen and eight tenths percent (16.8%) if the employee contribution remains at the same five percent (5%) level, for example), the Town may elect to place all employees hired on or after the occurrence of such event plus the following conditions into the Town's 457(a) defined contribution plan:

The new 457(a) plan described below shall apply to all employees hired after the occurrence of the triggering event listed above followed by the Town's adoption of a written 457(a) plan which encompasses members of this bargaining unit together with written notice of same to the Union followed by a thirty (30) day waiting period.

Employees shall have the option to opt-out of the plan. The Town will contribute three percent (3.0%) 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 five percent (5.0%) of their base wages to such defined contribution plan. In addition to the three percent (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 five percent (5.0%) minimum. In no event, however, shall the Town's contribution exceed five percent (5.0%) of the employee's base wages. Vesting in the Town's contributions for the employee shall be as follows:

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

The Town shall provide a long-term disability benefit to any employees participating in the defined contribution plan, consisting of 60% of base earnings up to a maximum monthly benefit of \$3,500.

**Section 2. Inclusion in insurance Section.** Retirees may, at their option until age 65, remain in the group health plan provided in accordance with this Agreement to active employees, provided they pay the Town at the allocation rate. After age 65, such retirees may thereafter participate in any Medicare supplemental coverage provided by the Town, provided they pay to the Town the full allocation rate for such coverage.

**Section 3. VEBA.** Provided that the Union creates and maintains a Voluntary Employee Benefits Association in accordance with Section 501(c)(9) of the IRS Code, the Town agrees to make wage withholdings on a bi-weekly basis for participating

members. The Union agrees that it shall save and hold the Town harmless from any claims or damages by reason of carrying out the provisions of this Agreement concerning the withholding of wages for the purpose of the VEBA.

## **ARTICLE XVII STABILITY OF AGREEMENT**

**Section 1.** No amendment, alteration or variation of the terms of the Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

## **ARTICLE XVIII RULES AND REGULATIONS**

**Section 1.** The Town agrees to provide to the Union and all members of the bargaining unit copies of the present Rules and Regulations of the Police Department of the Town of Southington.

The Town agrees to inform the Union of changes in the Rules and Regulations prior to their being put into effect.

Agreed to delete Section 2.35.1 of the Department Rules and Regulations which reads as follows.

Section 2.35.1 Members of the Department who have sustained personal injuries in the line of duty or whose property has been damaged in the line of duty shall not enter or institute any civil action without giving prior notice to the Chief.

## **ARTICLE XIX HOSPITALIZATION AND INSURANCE**

**Section 1.** For Members hired on or before October 1, 2016, the Town shall provide Blue Cross/Blue Shield Century Preferred \$25 Plan (a summary description of which shall be attached hereto as Appendix C), with Office Visit co-pay of \$25, Out Patient Surgery co-pay of \$75,; Hospital co-pay of \$200, Emergency Room co-pay of \$100, Urgent Care co-pay of \$50 a formulary drug program with \$5 generic/\$25 listed brand/\$40 non-listed brand, and two times mail-order co-pay for 90-day mail order and \$1,500 annual maximum.

The Town shall pay the following percentages of the applicable premiums for such plan: Effective upon ratification of this Agreement, eighty-one percent (81%); effective July 1, 2017, eighty and one-half percent (80.5%); effective July 1, 2018, eighty percent (80%); and effective July 1, 2019, seventy-nine and one-half percent (79.5%). Premiums paid by the participating employees may be made through payroll deductions in a Section 125 account.

The Town will be permitted to substitute a medical insurance plan for the Blue Cross/Blue Shield Century Preferred \$25 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.*) are all equal 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

The parties agree that the current PPO plan as stated herein shall be available to Members hired on or before October 1, 2016 through and until June 30, 2026, except for the premium cost share percentage. The terms of the PPO plan shall not change until the agreement succeeding June 30, 2026.

For Members hired after October 1, 2016 or Members hired on or before October 1, 2016 who elect to participate in lieu of the current PPO plan, the Town shall provide a high deductible health care plan with a health savings account feature ("HSA plan"), including the following components:

Cost Share Provisions	In-Network	Out-of Network (OON)
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co-insurance maximum
Coinsurance Maximum	\$0 Medical & RX	\$2,000/4,000  (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum	\$2,000/\$4,000  (includes deductible and in-network cost shares)	\$4,000/\$8,000  (includes deductible and in-network and out-of-network cost shares)

Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

#### Town Contribution to the Deductible:

For Members hired on or before October 1, 2016 electing to participate in the HSA plan, the Town shall contribute one hundred percent (100%) of the applicable HSA deductible amount. Effective July 1, 2017, the Town shall contribute sixty percent (60%) of the applicable HSA deductible amount. Effective July 1, 2018, July 1, 2019, and July 1, 2020, the Town shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Town's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year in two installments: first payroll in July and first payroll in January. For the year effective upon ratification through June 30, 2017, the Town's contribution shall be pro-rated accordingly.

For Members hired after October 1, 2016 participating in the HSA plan, the Town shall contribute seventy-five percent (75%) of the applicable HSA deductible amount. Effective July 1, 2017, the Town shall contribute sixty percent (60%) of the applicable HSA deductible amount. Effective July 1, 2018, July 1, 2019, and July 1, 2020, the Town shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Town's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on in two installments: first payroll in July and first payroll in January. For the year effective upon ratification through June 30, 2017, the Town's contribution shall be pro-rated accordingly.

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 Supervisors. 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 veterans' benefits. The annual maximum reimbursement by the Town shall not exceed the Town's annual deductible contribution for those in the HSA. Premium contributions for the individuals in the HRA shall be the same as the HSA.

The following premium cost sharing provisions shall apply to the HSA plan during the term of this Agreement:

Effective October 1, 2016, the Town agrees to pay eighty-four percent (84%) of the cost of coverage under the HSA plan. Effective July 1, 2017, the Town agrees to pay



eighty-three percent (83%) of the cost of coverage under the HSA plan. Effective July 1, 2018, the Town agrees to pay eighty-two percent (82%) of the cost of coverage under the HSA plan. Effective July 1, 2019, the Town agrees to pay eighty-one percent (81%) of the cost of coverage under the HSA plan. The remaining portion of the premium costs shall be paid by the employees by way of payroll deductions.

The Town will be permitted to substitute a medical insurance plan for the HSA plan under the following terms and condition:

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

Wellness Incentive: If an employee and the employee's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2017, the employee will pay the discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2018. If an employee and the employee's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2017, the employee will pay the non-discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2018.

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2018	18% PPO 16% HSA	20% PPO 18% HSA

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) § 4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the MERA. During such mid-term negotiations, the parties will reopen the health insurance provision for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

**Section 2.** Life Insurance Policy on the employee paid without cost to the employee shall be one times annual salary without cost to the employee.

**Section 3.** The Town shall provide the member and eligible family members with the Blue Cross Full Service Dental Plan with Rider "A".

**Section 4.** The parties agree that there shall be established a Retiree's Insurance Fund. Said Fund shall be continued by a two dollar (\$2.00) per hour surcharge added to all extra or special duty rates, which shall be deposited into the Insurance Fund. Said Fund shall be under the control of a Board of Trustees, appointed by the Union and they shall be bonded for faithful performance as fiduciaries. Future retirees of the Bargaining Unit shall have their basic Hospitalization Insurance, *i.e.* - Blue Cross-Blue Shield coverage paid for, to the extent that funds are currently available for the fiscal year. Said Board of Trustees shall have the exclusive power to determine the funds to be available each fiscal year for benefits. In the event that no funds are available, no benefits shall be paid.

## **ARTICLE XX UNIFORMS**

**Section 1.** Effective upon ratification, all members of the Bargaining Unit shall be granted an annual clothing allowance of \$1,200.00, with any unissued amounts payable in the retroactive check. Thereafter, there shall be a \$100 increase in this allowance payable every year of this Agreement, payable on or about August 15<sup>th</sup> each year.

**Section 2.** Members must pass daily inspections.

**Section 3.** Any change in style, type or color of uniform or attire, or any change of equipment or accouterments, shall be paid by the Town, in addition to the clothing and cleaning allowance.

**Section 4.** All flashlight batteries and any equipment required by members of the Unit shall be supplied by the Town at no charge to the employee, including notebooks, pencils and paper.

**Section 5.** Officers shall be permitted to carry only Department issued firearms while on duty.

## **ARTICLE XXI GENERAL PROVISIONS**

**Section 1.** The Department will continue to furnish such equipment as it has customarily furnished in the past, and wheresoever possible furnish such additional equipment that will promote the safety and welfare of the Department members and aid in the efficient performance of their duties.

**Section 2.** The Town shall give to each employee and to each new employee, when he is hired, a copy of this Employment Agreement.

**Section 3.** An employee suspended or removed from duty by a superior officer may request a preliminary hearing conducted by the Chief, which will be held within a twenty-four (24) hour period of time of the suspension or removal from duty, excluding weekends.

**Section 4.** Employees shall have the right to review or copy their personnel files in accordance with the law.

**Section 5.** All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Decisions of the shift commander will be controlling in this area.

**Section 6.** The Town shall permit the Union to have reasonable use of a bulletin board located in the police station for the posting of notices concerning union business and activity. The Town will also provide a meeting room for the monthly meetings of Union members.

**Section 7.** The Town shall insure each member of the Bargaining Unit against false arrest suits, on or off duty, but only while acting as a policeman. Such insurance shall be secured with an insurance company authorized to do business in the State of Connecticut, the Town to pay the premiums on same. Each employee shall be protected to the sum of \$1,000,000/3,000,000. Each employee agrees to abide by the terms of said policy.

**Section 8.** 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 this Agreement.

**Section 9.** Clothing, watches, and eyeglasses or other personal property damaged or destroyed in the line of duty, shall be repaired or replaced by the Town, on a pro-rated basis, with depreciation and appreciation factor taken into consideration, subject to verification. The cost to the Town for any item under this section, except eyeglasses or uniform components, shall be limited to one hundred fifty dollars (\$150).

**Section 10.** The Town shall provide from time to time in-service and specialized police training that will be made available to all members of the Police Department on a volunteer basis.

- a. Members of the Department, whenever possible, may attend special classes and seminars while on police duty, but this would be dependent upon the workload of the Department and would require the approval of the Chief.
- b. At the Town's expense, the Town shall provide the following training for all



officers of the Department:

1. Certification or recertification in First Aid Training every three (3) years.
2. Firearms, including all Department weapons and tear-gas, every year.
3. Training in crowd control, self-defense and riot batons.
4. The Town will provide firearm training twice per year for all officers and replace 18 rounds of ammunition after each qualification.

All the aforementioned training to be done no less than once annually, except First Aid Certification or recertification and Gas Mask Training. In all cases, training shall be conducted by qualified instructors in the field that training is to be given.

**Section 11.** Once a year, a meeting of all members of the Department may be called to air out or discuss problems that may arise in the performance of the officers' duties in an attempt to resolve the problems. Said meeting will be limited to a maximum of two (2) hours duration. Said annual meeting shall be without cost to the Town. Employees who are on their regular day off shall not be required to attend, but may volunteer to attend. Employees on vacation shall not be required to attend.

**Section 12.** Employees shall be eligible for up to the following personal leave hours each fiscal year, which may be used in ½ shift increments:

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5-2 / eight (8) hour day schedule	24 hours
4-2/ eight and one-half (8.5) hour day schedule	25.5 hours
4-3/ten (10) hour day schedule	25 hours
Pitman/ 11.5 hour day schedule	23 hours

Personal leave requests shall be subject to Department workload and staffing and subject to approval by the Chief.

New employees shall be granted personal days for each six (6) full months of service prior to July 1st as follows:

5-2 / eight (8) hour day schedule	8 hours
4-2 / eight and one-half (8.5) hour day schedule	8.5 hours
4-3 / ten (10) hour day schedule	10 hours
Pitman / 11.5 hour day schedule	11.5 hours

**Section 13.** When requested thirty (30) days in advance, requests for personal leave shall be answered within seven (7) days of said request.

**Section 14.** The Police Department may investigate any complaint against a member, internal or external. The decision to investigate the complaint shall be made within seventy-two (72) hours of receipt. When the decision to investigate is made notification to the steward, employees and president shall be in writing. A copy of the complaint and a particular description of the acts complained of and names of witnesses with addresses will be provided to the employee and steward of the union. If any formal charges are to be made against the employee(s) involved as a result of such investigation, a hearing will be held before the Chief and/or the Board of Police Commissioners, and the employee shall have the right to examine the accuser(s). In the event the complainant was anonymous the Chief of Police, his designee or the investigators would be considered the accuser for examination purposes.

**Section 15.** If at any time the Town elects to have a formal hearing and investigation pertaining to the actions of any employee at which witnesses shall be called and interrogated, the employee shall have the right to be represented by counsel of his choice and shall have the right to produce witnesses on his behalf. All witnesses shall be sworn. Such hearings shall be closed to the public including the press unless the parties shall agree to have an open hearing. Any party may have a public stenographer present at the party's expense. If formal charges are made against an employee, the employee shall be given a copy of such charges prior to the hearing. A minimum notice of seven (7) days shall be given to employee whose actions are the subject of the hearing.

**Section 16.** Whenever possible, an employee of the grade of sergeant or higher shall be on duty on each shift.

**Section 17.** If the Union desires to meet for the purpose of discussing unrelated police duties, a committee, consisting of two members appointed by the Union, the Chief or his representative, and one other member representing management, shall schedule a meeting to resolve the issue.

If the issue is not resolved, the Union may process the matter under the Grievance Procedure as established under the Contract.

**Section 18.** In case of an accident involving the driver of a patrol vehicle, the driver shall not be sent home without pay or suspended until a complete investigation has been made by the Chief and the driver has been found at fault.

**Section 19.** Each officer will be issued mace or its equivalent. Said item will be purchased as a onetime chargeable to the clothing allowance.

**Section 20.** Each cruiser will be equipped with a map light.

**Section 21.** Lay-off seniority shall apply within each division providing any divisions are formed during the term of this contract. The employee with the least seniority shall be considered at the bottom of the seniority list. In event of a reduction in force, the man with the least seniority in the entire department shall be laid off first, regardless of the

division to which he is assigned. Provided, however, that whenever any regular member of the department may be laid off, such member shall be afforded the opportunity of returning to his former position or rank before any new members are appointed to the department. Opportunity to return will remain open for 14 days after written notification to the last known address.

**Section 22.** In the event of a lay-off, no outside non-bargaining unit employee will be used to perform police work normally performed by the members of the Bargaining Unit.

**Section 23.** In event of a lay-off, the Town will maintain current insurance for three (3) months for the employee and family members at no cost to the employee.

**Section 24. (Grooming Standards Committee).** The Chief of Police shall promulgate regulations with respect to proper appearance and grooming standards. The Chief will establish a policy that allows for beards/facial hair, and establishes a reasonable policy for piercings and tattoos.

**Section 25.** The Town shall reimburse the money spent for books and tuition by any officer enrolled in a course in Police Science or 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 \$25,000 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.

**Section 26.** The Town shall designate an area as reserved parking area for on-duty Police Officers.

**Section 27.** When the context so requires, the masculine gender shall include the feminine, the feminine shall include the masculine, and the singular shall include the plural, and the plural the singular.

**Section 28.** The Town shall on a weekly basis distribute regular payroll checks. The Town reserves the right to distribute payroll via direct deposit on a bi-weekly basis when it does so Town-wide or on June 30, 2016, whichever is earlier.

**Section 29.** Copies of all memoranda, letters, evaluations or written reprimands placed in the employee's official personnel file shall be given to the employee. No document shall be placed in any member's official personnel file without his knowledge. All said documents shall be challengeable through the grievance procedure. The employee shall be required, upon request, to sign any document the Town wishes to place

in his/her personnel file, but such signature shall only demonstrate the employee's knowledge of the document and not in his/her agreement therewith. Only one official personnel file may be maintained by the employer.

**Section 30.** Whenever the term Chief is used in this Agreement, it shall also be deemed to mean his designee.

**Section 31.** It is agreed that the Town may require annual physical examinations for all employees. The Town is to pay the cost of any amounts in excess of the employee's insurance coverage. In the event that the employee exceeds his home and office coverage as a result of this Section, the Town will reimburse the employee said excess amount, up to the insurance coverage limits. Said physical examination may be conducted by the employee's family physician at his/her option.

**Section 32.** Family Medical Leave Act ("FMLA") leave shall be provided in accordance with federal law, as may be amended from time to time. In the event a Member is on approved FMLA leave for the care of a family member, they may use accumulated sick time intended for use by the Member after having used the three (3) days allotted specifically for the use of care for a family member.

## **ARTICLE XXII EXTRA OR SPECIAL POLICE DUTY**

**Section 1.** The term "Extra Police Duty" for the purpose of this Article shall mean Police Duty for which the Town is reimbursed by some other party, other than the Town of Southington.

**Section 2.** All extra police duty assignments shall be made by the Chief or his designated representative.

**Section 3.** Extra duty or special work shall be distributed to all employees of the Bargaining Unit on a fair and equal basis. The assignment of extra or special duty under this Article shall not be subject to the grievance and arbitration provisions of this Agreement. Disputes over extra/special duty distribution shall be resolved by the same committee described in Article IX, Section 10 of this Agreement.

**Section 4.** First preference shall be given to the regular members of the Bargaining Unit for extra duty work based on officers with the fewest number of assignments offered for extra or special duty. However, if any regular officer after having taken an assignment cancels out his assignment less than eight (8) hours before the job is to begin, the Chief shall call another available regular and only if no regular is available or willing to work shall supernumerary officers be used.

When an employee uses sick leave, then the employee shall not be eligible for an extra duty assignment until twenty four (24) hours after the end of the regularly scheduled shift

missed. There shall be no extra or special duty offered while a Member is out on FMLA leave.

**Section 5.** Employees working on extra duty assignments shall be paid time and one-half the sergeant's rate with a minimum of four (4) hours. Assignments involving more than four (4) hours shall be paid at the same hourly rate and basis calculated to one-quarter hour for any part thereof.

**Section 6. "Christmas Eve & Christmas Day - New Year's Eve & New Year's Day".** An employee doing extra duty Christmas Eve or New Year's Eve from 8:00 PM on and anytime Christmas Day or New Year's Day will be paid at double time the extra duty rate.

**Section 7.** If a police officer fails to report for an extra duty assignment, he shall be responsible for making up the difference to the replacement officer if the minimum must be paid. Cancellation by the hiring agency requires a two-hour notice.

**Section 8.** Whenever three (3) or more officers are working extra duty at the same place or location, one of the officers shall be assigned to act as the supervisor, and his rate will be \$1.00 per hour over the above mentioned rates.

**Section 9.** Extra duty at Amusement Parks, Carnivals, Fairs, and Festivals is to be assigned in the following manner:

- a. No less than two (2) officers are to work these assignments and if the crowd is expected to be large, the Chief or his designee is to see to it that a sufficient number of officers are hired to properly perform the duties required of them with safety to the officer in mind.
- b. In the event that alcoholic beverages are served where seating is made available to consuming customers, no less than two (2) officers will be assigned to work this area.

**Section 10.** Upon the effective date of this Agreement, extra duty requests from vendors shall not be denied, unless it is in conflict with or in violation of Federal and State law.

**Section 11.** Extra duty work performed on construction or repairs on Sunday, contractual holidays as listed in Article XI, Section 1.a or any day between twelve midnight and six (6:00) AM shall be double the extra duty rate.

**Section 12.** If a Member works an extra/special duty assignment and calls in sick for regularly scheduled work on the same work day, such Member shall be ineligible for extra/special duty during the following two business days.

# **ARTICLE XXIII SALARIES**

## **Section 1.**

Effective and retro to July 1, 2016: 3.0 percent wage increase

	<b>Start</b>	<b>12Mths.</b>	<b>36 Mths.</b>	<b>60 Mths.</b>	<b>120 Mths.</b>
<b>Patrolman</b>	\$59,659	\$63,921	\$68,184	\$75,757	\$78,489
<b>Detective</b>	\$79,935	NO STEPS			
<b>Sergeant</b>	\$83,384	\$85,466			
<b>Master Sergeant</b>	\$88,199	NO STEPS			
<b>Lieutenant</b>	\$102,402	NO STEPS			
<b>Asst. ACO</b>	\$53,887	NO STEPS			

Effective July 1, 2017. 3.0 percent wage increase

	<b>Start</b>	<b>12Mths.</b>	<b>36 Mths.</b>	<b>60 Mths.</b>	<b>120 Mths.</b>
<b>Patrolman</b>	\$61,449	\$65,839	\$70,230	\$78,030	\$80,844
<b>Detective</b>	\$82,333	NO STEPS			
<b>Sergeant</b>	\$85,886	\$88,030			
<b>Master Sergeant</b>	\$90,845	NO STEPS			
<b>Lieutenant</b>	\$105,474	NO STEPS			
<b>Asst. ACO</b>	\$55,504	NO STEPS			

Effective July 1, 2018. 2.75 percent wage increase

	<b>Start</b>	<b>12Mths.</b>	<b>36 Mths.</b>	<b>60 Mths.</b>	<b>120 Mths.</b>
<b>Patrolman</b>	\$63,139	\$67,650	\$72,161	\$80,176	\$83,067
<b>Detective</b>	\$84,597	NO STEPS			
<b>Sergeant</b>	\$88,248	\$90,451			
<b>Master Sergeant</b>	\$93,343	NO STEPS			
<b>Lieutenant</b>	\$108,375	NO STEPS			
<b>Asst. ACO</b>	\$57,030	NO STEPS			



Effective July 1, 2019. 2.75 percent wage increase

	Start	12Mths.	36 Mths.	60 Mths.	120 Mths.
Patrolman	\$64,875	\$69,510	\$74,145	\$82,381	\$85,351
Detective	\$86,923	NO STEPS			
Sergeant	\$90,675	\$92,938			
Master Sergeant	\$95,910	NO STEPS			
Lieutenant	\$111,355	NO STEPS			
Asst. ACO	\$58,598	NO STEPS			

Effective July 1, 2020. 2.75 percent wage increase

	Start	12Mths	36 Mths	60 Mths	120 Mths
Patrolman	\$66,659	\$71,422	\$76,184	\$84,646	\$87,698
Detective	\$89,313	NO STEPS			
Sergeant	\$93,169	\$95,494			
Master Sergeant	\$98,548	NO STEPS			
Lieutenant	\$114,417	NO STEPS			
Asst. ACO	\$60,209	NO STEPS			

**Section 2. Longevity.** Employees achieving the following years of service by December 15th of a fiscal year will be paid the following amounts.

5 years = \$200.00  
10 years = \$300.00  
15 years = \$400.00

Said payments shall be lump sum payments on or about December 15th of each year.

**Section 3.** The Chief or his designee may assign an officer to the desk. Any officer who is injured may be, at the discretion of the Chief, allowed to work while on restricted duty.

## **ARTICLE XXIV DURATION OF AGREEMENT**

### **Section 1.**

- a. The effective date of this agreement shall be July 1, 2016–shall remain in force until June 30, 2021.
- b. Notwithstanding any other provisions of this Agreement, only salaries and

departmental overtime, Article XXIII, Section 1 shall be retroactively applied.

**Section 2.** This Agreement shall remain in force after the date during negotiations until agreement is reached to amend or modify this Agreement.

**Section 3.** At least 180 days prior to the expiration of this Agreement, the parties agree to meet and discuss a new agreement.

## **ARTICLE XXV SAVINGS CLAUSE**

**Section 1.** The Town retains all rights it had prior to the signing of this Contract except as such rights are specifically relinquished or abridged in this Contract.

**Section 2.** All other job benefits enjoyed by employees which are not specifically provided for or abridged in this Contract and hereby protected by the Contract.

## **ARTICLE XXVI ANIMAL CONTROL OFFICERS**

**Section 1.** The work schedule for the Animal Control Officer shall be Monday-Friday from 8:00 AM to 4:00 PM. The full-time work schedule for the Assistant Animal Control Officer will be forty (40) hours per week.

**Section 2.** Emergency calls for the animal control officers shall consist of: injured dogs, dog bites, vicious dogs at large, and dogs endangering domestic animals; also, at the discretion of the shift commander, serious roaming dogs or roaming dogs captured by a citizen.

**Section 3.** Normal days off for the Animal Control Officer shall be Saturday and Sunday. Normal days off for the Assistant Animal Control Officer shall be as scheduled by the Chief of Police. The Animal Control Officer shall receive normal vacation, sick leave and fringe benefits. The Assistant Animal Control Officer shall, after one (1) year of service, receive two (2) weeks of vacation. The Assistant shall also receive and the same thirteen (13) paid holidays itemized in Article XI, Section 1a of this Agreement, as well as fifteen (15) sick days per year with no accumulation of unused sick days; medical insurance if regularly scheduled in excess of twenty (20) hours per week and may participate in the pension plan (MERF B) for non-uniformed employees in accordance with its terms.

**Section 4.** Emergency calls on Monday-Friday prior to 9:00 AM and/or after 5:00 PM and/or on normal days off in which the Animal Control Officer is called out will be paid at time and one-half (1½) the hourly rate with a minimum of one (1) hour.



**Section 5.** The following Articles of the contract will not apply to the animal control officers:

- Article IX - Overtime
- Article X - Hours of Work
- Article XV - Promotion
- Article XXII - Extra or Special Police Duty

**Section 6.** Salary: The schedule for the Animal Control Officer will be the Patrolman schedule. The Assistant Animal Control Officer's wage rate will receive the same yearly general wage increase as the members of the Union.

## **ARTICLE XXVII HEIGHT AND WEIGHT RESTRICTIONS**

**Section 1.** Any Police Officer receiving a rating by a qualified physician of a 15% or greater, permanent disability for any heart or hypertension injury or illness, shall be deemed incapable of performing duties as a police officer for the Town and shall be immediately placed on disability retirement.

**Section 2.** All employees hired on or after the date of this contract is implemented must, as a condition of employment, not exceed the following maximum body weight for their height:

MALES:	5'4"	5'5"	5'6"	5'7"	5'8"	5'9"	5'10"	5'11"	6'0"	6'1"
	170	175	180	185	190	195	200	205	210	215

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FEMALES:	5'4"	5'5"	5'6"	5'7"	5'8"	5'9"	5'10"	5'11"	6'0"
	145	150	155	160	165	170	175	180	185

Maximum body weights for heights not listed above shall be extrapolated from the schedule at five (5) pounds per inch of height.

**Section 3.** All employees hired prior to the date this contract is implemented shall be weighed and measured within two (2) months after the date of implementation. At least two (2) weeks' advance notice shall be provided. Their official weight at the time shall be recorded and either that weight plus ten (10) pounds, or the applicable weight in the chart above, whichever is greater, will be their maximum allowable weight during their remaining employment with the Town.

**Section 4.** All employees shall be subject to weigh-in conducted by the department at the direction of the Chief or his designee on or about January 1 and July 1 of each year. Weigh-ins will be on the official scale provided at the police department. Weigh-in will be in stocking feet and work uniform. Employees determined to be out of compliance with the above applicable procedures shall be given until the next weigh-in date to comply, after which continued noncompliance will result in suspension without pay until compliance is

attained. After six (6) months of suspension without compliance, termination may be instituted at the discretion of the Town.

**Section 5.** Employees not in compliance with any of the above applicable procedures will, nonetheless, be considered in compliance with this Article if their body fat content does not exceed twenty percent (20%).

#### **ARTICLE XXVIII CIVILIAN DISPATCHERS**

**Section 1.** Dispatcher duties will be assigned to civilian employees. The Town reserves the right, in those cases where the Chief determines that manpower needs will so allow, to reassign uniformed officers on desk duty to other duties.

#### **ARTICLE XXIX DRUG AND ALCOHOL TESTING**

The bargaining unit agrees to adhere to the Drug and Alcohol Testing policy attached hereto and incorporated herein as Appendix B.

#### **SIGNATORIES**


This Agreement shall become effective as of July 1, 2016 and shall remain in effect until June 30, 2021.

9<sup>th</sup> IN WITNESS THEREOF, the parties have caused their name to be signed this day of NOV, 2016.

**LAW ENFORCEMENT ALLIANCE  
OF SOUTHLINGTON**

By   
Union President

**TOWN OF SOUTHLINGTON**

By   
Garry Brumback

## APPENDIX A

A medical certificate submitted in accordance with Article XIII Sections 3 and 4 shall be on the following form or shall contain substantially equivalent information.

### MEDICAL CERTIFICATE FORM

NAME OF DOCTOR

ADDRESS

TELEPHONE NO.

TO: Chief Department  
Town of Southington

FROM:

DATE:

As a physician duly licensed by the State of \_\_\_\_\_ I hereby certify that \_\_\_\_\_ (name of employee) who was seen by me on \_\_\_\_\_ (date) was unable to work during the period from \_\_\_\_\_ (date) to \_\_\_\_\_ (date) as a result of being afflicted with \_\_\_\_\_ (cause of illness). He/she was under my care on or after \_\_\_\_\_ (date). I also certify that said employee can return to work on \_\_\_\_\_ (date).

Signature of Physician

## 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.

### 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.

Anabolic Steroids

Human Growth Hormone

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.

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**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 a 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 supervisory 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, a 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 breathe 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

**Appendix C**  
**Southington Police Benefit Program**

Summary Covered Services	Benefit In Network	Benefit Out Of Network
<b>July 1, 2016 – June 30, 2026</b>		
Inpatient hospital services-semi private room (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnosis and lab fees, PT and OT, drugs, operating room fees, dialysis, biologically based mental illness, and specialty hospitals...etc.	Covered above \$200 co-pay, subject to pre-admission notification, concurrent review and managed care non compliance penalties.  Medical excellence program on an optional basis.	Up to 30 days per year covered at 80% of reasonable fees above deductible. Subject to pre-admission notification, concurrent review and managed care non compliance penalties.
Outpatient hospital services- Operating and recovery room, surgeon fees, lab and x-ray, dialysis, radiation and chemo...etc.	Covered above \$75 co-pay and subject to pre-admission notification, second surgical opinion, concurrent review and managed care non compliance penalties.	Covered at 80% of reasonable fees above deductible. Subject to pre-admission notification, second surgical opinion, concurrent review and managed care non compliance penalties.
Inpatient Mental and Substance Abuse  Mental Health Inpatient	Town of Southington will comply with the state mental health mandate as of November 2006 and treat it as any other illness with prior authorization needed after 30 visits.	Town of Southington will comply with the state mental health mandate as of November 2006 and treat it as any other illness with prior authorization needed after 30 visits.  Covered for up to 60 days per year at
Substance Abuse Inpatient	Covered in full for up to 45 days per year subject to pre-admission notification, concurrent review and managed care non compliance penalties. Half days substituted on a 2 for 1 basis.	80% of reasonable fee above deductible. Subject to pre-admission notification, concurrent review and non compliance penalties. (Non-biological)  Covered for up to 45 days per year at 80% of reasonable fee. Subject to pre-admit review, concurrent review and non compliance penalties. Half days substituted on a 2 for 1 basis.
Emergency Care  Walk in care (walk in center or physician's office)	Covered above \$100 co-pay, sudden and serious guidelines apply. Subject to state statute.  Covered in full above \$50 co-pay.	Covered above \$100 co-pay, sudden and serious guidelines apply. Subject to state statute. Covered at reasonable fee above \$50 co-pay if sudden and serious. Otherwise at 80% of reasonable fee above deductible.
Ambulance	Covered in full for land, \$5,000	Covered subject to deductible and

Summary Covered Services	Benefit In Network	Benefit Out Of Network
<b>July 1, 2016 – June 30, 2026</b>		
	max air.	coinsurance.
Medical Care (Physicians Services) (clinical indications of illness) biologically based mental illness	Covered in full above \$25 co-pay. No annual or lifetime maximum.	Covered at 80% of reasonable fee above deductible. No annual or lifetime maximum. \$25 co-pay.
Allergy Care	Covered in full above \$25 co-pay for examination. No co-pay for injections. No annual or lifetime maximum. Subject to case management.	Covered at 80% of reasonable fee above deductible. Injections at 80% of reasonable fee above deductible. Subject to case management.
Well Child Care (no clinical indications or history)	Covered in full above \$0 co-pay. Subject to standard ABCBS age based schedule.	Covered at 80% of reasonable fee above deductible. Subject to standard ABCBS age based schedule.
Adult Physical Examinations (Physicians Services) (no clinical indications or history)	Covered in full above \$0 co-pay. Subject to standard ABCBS age based schedule.	Covered at 80% of reasonable fee above deductible. Subject to standard ABCBS age based schedule.
Routine Mammography (no clinical indication or history)	Covered in full above \$0 co-pay. Subject to standard ABCBS age based schedule.	Covered at 80% of reasonable fee above deductible. Subject to standard ABCBS age based schedule.
Routine Gynecological (no clinical indication or history)	Covered in full above \$0 co-pay. Limited to one examination per year.	Covered at 80% of reasonable fee above deductible. Limited to one examination per year.
Hearing Screening (Vision screening is in rider)	Covered in full above \$0 co-pay. Limited to one examination per year.	Covered at 80% of reasonable fee above deductible. Limited to one of each per year.
Outpatient Therapy Coverage		
Speech Therapy, OT, PT and Chiropractic Services	Covered in full after \$25 co-pay. Maximum of 50 combined visits per year. Subject to case management after first visit. After maximum is reached further unlimited benefits are available subject to deductible and coinsurance.	Covered at 80% of reasonable fee above deductible. Maximum of 60 combined visits per year. Subject to case management after first visit.
Electroshock Therapy	Covered above \$25 co-pay for up to 15 visits per annum. Subject to case management.	Covered at 80% of reasonable fee above deductible for up to 15 visits per annum. Subject to case management.
Prescription Drug Benefits	\$5 Generic Formulary. \$25 Brand Formulary. \$40 Non-Formulary. \$1,500 Calendar Year Max 2x Co-pay for Mail Order	Covered at 80% of allowance above deductible.
Maternity Care (Prenatal and Postnatal)	Covered in full after \$25 co-pay	Covered at 80% reasonable fee above deductible.
Outpatient Mental Health and Substance Abuse	Town of Southington will comply with the state mental health	Town of Southington will comply with the state mental health mandate as of