TOWN OF SUFFIELD

AND

SUFFIELD POLICE UNION NIPSEU

Effective July 1, 2018 through
June 30, 2022
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PREAMBLE

The following Agreement, by and between the Town of Suffield, Connecticut, hereinafter referred to as the “Town,” and Suffield Police Union NIPSEU, hereinafter referred to as the “Union,” is recorded in written form to meet the requirements as set forth in Section 7-470 in the Municipal Employee Relations Act of the General Statutes of Connecticut. This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the Town and to encourage a more effective police service in the public interest.

ARTICLE I
TOWN PREROGATIVES

Nothing herein contained shall be construed as limiting the right of the Town to manage or direct the working forces, including the right to hire, transfer, promote, suspend, or discharge for cause any employee in order to maintain discipline and efficiency; to relieve employees from duty because of lack of work or other causes deemed sufficient to the Town; to determine the methods, processes and means of operation, the schedules of work, methods, or facilities; and to limit or curtail its operations when, in its sole reasonable discretion, it may deem it advisable to do so, except as hereinafter modified.

ARTICLE II
RECOGNITION AND UNIT DESCRIPTION

Section 1. Recognition

The Town recognizes the Union as the sole bargaining agent pursuant to certifications granted by the Connecticut State Board of Labor Relations, for the purpose of collective bargaining under provisions of the Municipal Employee Relations Act. Collective bargaining shall be relative to wages, hours, and working conditions of employment of all employees in the bargaining unit.

Section 2. Union Security

All employees in the unit who are Union members on the effective date of this Agreement, or who afterward join, must remain members to the extent of paying union dues uniformly required for all members for the duration of this Agreement as a condition of continued employment.

For the purposes of this agreement, the bargaining unit shall consist of all regular sworn and supernumerary employees including patrol officers, detectives, lieutenants, and sergeants within the police department.

The union agrees to indemnify and hold harmless the Town for any loss or damages arising from this section.
Section 3. Deduction Period

The Town agrees to deduct from the pay of all its employees, who authorize such deductions in writing, such membership dues, initiation fees, and reinstatement fees as may be affixed by the Town. The Town shall remit these amounts collected to the Union once a month, together with a list of employees from whose wages these sums may have been deducted. Such deductions shall continue for the duration of the Agreement or any extension thereof.

It shall be agreed that neither any employee nor the Union shall have any claim against the Town for any such deductions made or not made, as the case may be, unless a claim of error is made in writing to the Town within sixty (60) calendar days after the date such deductions were or should have been made. The obligation of the Town for funds actually deducted under this section terminates upon delivery of the deductions so made to the person authorized by the Union to receive such amounts from the Town.

The Union agrees to indemnify and hold harmless the Town for any loss or damages arising from the operation of this section.

Section 4. No Strike; No Lockout

The Union agrees that it will not call or support any strike, work stoppage, work slow down or any other action against the Town that would impede the proper functioning of the Town government at any time. The Town agrees that it will not lock out any employee at any time.

ARTICLE III
WAGES

Section 1.

The hourly wage for each position governed by this collective bargaining agreement shall be set forth in appendices attached hereto and made a part hereof.

Section 2. Probationary Periods and Rate Changes

A. Officer
   1. An officer shall serve a one-year probationary period from the successful completion of their field training program.
   2. An officer shall be elevated from probationary officer pay to that of Grade D on his/her first anniversary of service (i.e. date of hire). An officer shall be elevated to Grade C on his/her second anniversary of service, to Grade B on his/her third anniversary of service, and to Grade A on his/her fourth anniversary of service.

B. Sergeant and Lieutenant
   1. Any newly promoted sergeant or lieutenant shall serve a one-year probationary period from date of promotion.
2. The wage rate of sergeant shall be elevated upon the first anniversary date of his promotion from a Grade B Sergeant to a Grade A Sergeant.

C. Lateral Officer Hires

1. Any newly hired lateral officer shall serve a one-year probationary period from the successful completion of their field training program.
2. Lateral officers with three or more (3) years of prior police experience will receive Grade C rate of pay. Lateral officers with at least five (5) years of prior police experience will receive Grade B rate of pay.

Section 3. Outside Duty Assignments

A. Town Funded Organization

All police work performed on outside duty assignment for any Town funded organization, firm or agency, whether indoors or outdoors, will be paid at the overtime rate of the position the officer normally works except that if such assignment is less than three (3) hours, the assigned officer shall be paid for three (3) hours work at the aforesaid rate.

B. Private Organizations

All police work performed on outside duty assignment for any private organization, firm or agency, whether a profit or non-profit, whether indoors or outdoors, will be paid at the overtime rate of the position the officer normally works except that if such assignment is less than four (4) hours, the assigned officer shall be paid for four (4) hours work at the aforesaid rate.

C. Cancellations

In the event the outside duty assignment is canceled by any organization, firm or agency, the assigned officer shall be paid for three (3) hours work at the aforesaid rate if the organization, firm or agency, fails to notify the police department at least two (2) hours prior to the scheduled starting time of said officer.

Section 4.

The Town may deduct, from payments due police officers, for such special assignments, the proper amounts for federal income tax, withholding and FICA, and may charge a handling fee billed to the person, firm or agency utilizing the special assignment work.

Section 5.

Field Training Officers shall be paid an additional one (1) hour overtime pay when he/she performs Field Training Officer functions for a minimum of four (4) hours or more.
Section 6.

The First Selectman shall have the right to maintain a weekly, bi-weekly or bi-monthly pay schedule, provided notice is provided to those employees affected at least ninety (90) days prior to the adoption of the new pay schedule.

ARTICLE IV

HOLIDAYS

Section 1.

A. The following shall be the 12 paid holidays for all regular members of the Suffield Police Department:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Good Friday
- Easter Sunday*
- Memorial Day
- Fourth of July
- Labor Day
- Veteran’s Day
- Thanksgiving Day*
- Day after Thanksgiving
- Christmas Day*

Section 2.

A. One (1) regular Officer who works on each shift on the holiday above, with the exception of the floating holiday, shall be paid time and one-half (1½) for that shift and be granted another day off in lieu of the holiday. For holidays designated in Section 1 with an asterisk (*) the holiday premium shall be paid at double time in addition to the holiday pay.

B. If an employee’s scheduled day off falls on a holiday and he/she works that holiday, then he/she shall receive another day off, or if the holiday falls on an employee’s scheduled day off, then he/she shall receive another day off in lieu of the holiday.

Section 3.

The Chief or his representative shall determine the holiday work schedule and in doing so provide for the following:

A. That at least one (1) regular officer is scheduled on each shift.

B. That the most senior officer scheduled for the holiday be provided the opportunity to work the holiday, and if declined, offer the shift to the next senior officer scheduled until such times as it reaches the least senior of the regular officers, who shall be required to work the holiday.
C. Fill the remaining holiday shifts with supernumerary officers if possible and, if not possible, the shift shall be offered to regulars at the time and one-half rate on a rotational basis. If the shift has not been filled after offering it to the supernumerary and regular officers, the shift shall be filled with the officer that was normally scheduled to work the shift. The officer shall be paid at the time and one-half rate. Notwithstanding any other provision of this Agreement, the other officer normally scheduled that had elected or been required to work that holiday, shall also be paid at the time and one-half rate. For all holidays designated with an asterisk (*) in Section l, officers shall be paid double time rate instead of the time and one-half rate mentioned herein. Any employee who has a vacation scheduled in conjunction with a holiday shall be exempt from this order in provision.

D. Post the schedule for holiday assignments at least four (4) weeks prior to the scheduled holiday.

Section 4.

Regular officers who work on a holiday or are on a day off when the holiday occurs shall take the day off they have coming for that holiday within one hundred and twenty (120) days of the date of the holiday up to May 1, then the accumulated days have to be used by June 30 of the current fiscal year.

ARTICLE V
SICK LEAVE

Section 1.

A. Each regular employee shall be granted ten (10) sick days per year, which shall not be cumulative.

B. The Town shall compensate each bargaining unit member for 100% of the sick days authorized under this provision but not used by the employee.

Compensation shall be at the rate of pay in effect at the end of the contract year when the days were earned.

Compensation shall be provided in a lump sum on or about July 31st, following the fiscal year ending June 30.

C. All employees shall be covered by a Short Term Disability (STD) and Long Term Disability (LTD) Plan which shall be administered by the Town, and paid for by employees. Payment shall be made through payroll deductions upon the written authorization of each employee on a form designated by the insurer. The parties agree that, just as Union dues are treated as a condition of employment, the STD and LTD deductions also shall be treated as a condition of employment. Each employee shall be compensated a gross monthly dollar amount, which amount shall be equal to the gross
dollar amount of his portion of the monthly premium for his coverage under this Section. Since that gross dollar amount shall be subject to state/federal withholding, any difference needed to pay the full premium amount shall be deducted from the remaining portion of the employee's paycheck. If, as a result of tax law revisions, STD/LTD benefits become taxable income, despite the fact that the premiums are being paid through employee payroll deductions, then the parties agree to reopen the provisions regarding the method by which premiums are paid.

D. STD benefits shall be payable on the first day of a non-job related injury or on the eighth calendar day after the onset of an illness, whichever is applicable. Upon request of the Department Head, verification of such injury or illness shall be provided (in connection with sick pay or disability insurance benefits).

E. STD benefits shall continue for up to twenty-six (26) weeks for each separate occurrence of illness or injury per fiscal year. STD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage plus sixty percent (60%) of the employee's average overtime worked in the three full calendar months previous to the disability.

F. STD benefits shall be supplemented by the Town up to one hundred dollars ($100.00) per week, so long as the total of the STD benefits and the one hundred dollars ($100.00) or portion thereof, does not exceed the employee's regular weekly wage, plus overtime. The $100.00 supplemental payment from the Town begins on day one for an injury or on day eight for an illness.

G. LTD benefits shall become payable if total disability continues beyond twenty-six weeks (at which point STD benefits shall cease). LTD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage (not to include overtime worked or any other compensation). LTD benefits shall continue up until the date of eligibility for Social Security retirement benefits, or until the employee's Normal Retirement Date (or Early Retirement Date, if the employee elects an Early Retirement) under the Pension Plan, or until the employee receives a Disability Retirement under the Pension Plan, or until disallowed by the LTD policy, whichever occurs sooner.

H. It is agreed that STD and LTD benefits shall be payable and administered in accordance with the carrier's policy. There shall be no change in benefit payments made without prior negotiations with the Union. However, any administrative changes which do not significantly impact upon the employees shall not require prior negotiations with the Union.

I. The parties agree to reopen the STD/LTD provisions of the Agreement if the premiums increase in cost by 50% or more, or if unforeseen administrative problems arise (in which case negotiations shall focus on those "problems"). In the absence of such an increase or such unforeseen administrative problems, the parties agree to "lock-out" any negotiations of the STD/LTD provisions of the Agreement for the duration of this Agreement and for six additional years thereafter, subject to an insurer's willingness to continue coverage. If no carrier is willing to insure the STD/LTD program, then the parties agree to reopen the
STD/LTD sections of the agreement and commence negotiations of said sections at their earliest mutual availability. While said negotiations are pending, the Town agree to grant any employee who incurs a non-job related illness or injury which would have otherwise been covered by the STD/LTD program a maximum of 150 paid sick days to cover the absences necessitated by reason of such illness or injury. Said sick days may not be accumulated by any employee and no employee shall be entitled to any payout for said sick days (i.e., at the end of the year, or upon any type of separation from employment).

J. (1) Employees shall receive credited service for Pension Plan purposes for any period of time in which they receive STD benefits, so long as they continue to make their pension contributions during such period. For purposes of calculating the average final compensation ("AFC") under the Pension Plan, the periods of time during which employees receive STD benefits shall be treated as though the employees were receiving their regular weekly wages under the wage appendices in this Agreement.

(2) Employees shall not receive credited service for Pension Plan purposes for any period of time in which they receive LTD benefits and such period of time and benefit payments shall not be used in calculating the employee's average final compensation.

(3) It is understood that once an employee satisfies the eligibility for benefit requirements under the Pension Plan or the LTD policy, benefits may be payable in accordance with said plan or policy regardless of whether actual employment is terminated.

K. The Town shall provide job security for each employee while that employee is on short-term disability and/or long-term disability for a period up to twelve (12) months or equal to the illness, whichever is less.

L. The Town shall make reasonable efforts to encourage the STD/LTD insurance carrier to provide payment within two weeks. Both parties acknowledge that the payment schedule is subject to carrier approval, and the cooperation of the employee and the attending physician.

Section 2.

An employee utilizing sick leave or personal leave shall inform the Chief of Police or designee of the fact and the reason therefore as soon as possible, and shall make every effort to do so no later than ninety (90) minutes prior to the employee's scheduled shift. Failure to do so will be cause for denial of leave with pay for the period of absence, subject to the discretion of the Chief or designee. Notification as described above to the police dispatcher will be deemed satisfactory of this requirement. Officers out from duty on sick time are subject to inquiry from the Town and shall be accountable for their whereabouts for the duration of their eight (8) hour shift. Officers that have a doctor's note after four (4) consecutive days shall be exempt from this language.
Section 3.

A Doctor's certification shall not be required to justify sick days unless the days used are more than four (4) consecutive work days.

Section 4.

A. Sick leave shall not be considered a privilege which an employee may use at his/her discretion to supplement vacation time, but shall be allowed only in case of employee's sickness and disability.

B. Earned sick leave days may be used by the officer to care for the illness or disability of a member of the employee's immediate family. “Immediate family” is defined as an officer’s spouse, children, parent or any family member residing in the officer’s household.

Section 5.

The Chief or designee may, at their discretion, require an employee to be examined by a physician designated by the Town prior to returning to work if the employee has been absent because of sickness or injury which could affect that employee's ability to function as a police officer, regardless of the length of absence. The cost of the examination will be borne by the Town.

Section 6.

The Town shall compensate a regular officer for the difference between any insurance payments being received and the officer's normal weekly salary for any injury or sickness that is job related, subject to tax withholding. Such payments shall be made on the Town’s regular pay schedule and continue until the officer returns to work, is retired from the Town or for a maximum of one (1) year from date of injury or sickness.

Section 7.

Absence with pay for personal leave shall be allowed by the Town up to a total of five (5) working days in a given fiscal year. Except in cases of emergency, a minimum of 24 hours notice must be given. Such days are not cumulative.
ARTICLE VI
VACATIONS

Section 1.

A. The vacation schedule for all full-time employees of the police department shall be as follows:

   A. Employed at least six (6) months but less than one (1) year - five (5) vacation days.

   B. Employed one (1) year but less than five (5) years - ten (10) vacation days.

   C. Employed five (5) years but less than eight (8) years - fifteen (15) vacation days.

   D. Employed eight (8) years but less than twenty (20) years - twenty (20) vacation days.

   E. Employed twenty (20) years and over - twenty-five (25) vacation days.

   F. Employees with the rank of sergeant and above shall be granted an additional five (5) vacation days in addition to the days provided in A-E, above.

   G. For the purpose of vacation benefits, employees must reach their anniversary date of hire to receive credit for a complete year.

Section 2.

Choice of vacation time shall be in accordance with seniority and may, at the employee's option, be taken a day at a time, with prior approval of the Chief or designee.

A. Vacation bidding consists of three (3) separate bid procedures:

   1. Yearly bidding for vacations;

   2. Thirteen-week roster cycle for single/multiple day use; and

   3. Single use days with prior notice.

B. Personal and sick leave are not included in these procedures.

C. Vacation days, or days off, can be canceled at any time under emergency circumstances at the discretion of the Chief or designee.

D. Yearly vacation bidding will be pursuant to the following procedure:
Vacation bids will be posted at two time periods for each fiscal year. May 1 through May 30 for the entire next fiscal year, and again November 1 through November 30 for the remaining open (unbid) weeks of the fiscal year.

Bids during these window periods will be by seniority.

A work week is defined as Monday through Sunday. A maximum of two (2) employees per work week up to two (2) shifts off per day to a maximum of ten (10) shifts per week will be permitted.

A vacation week is defined as a minimum of four (4) regularly scheduled workdays off regardless of the placement of those days within the work week. Pre-bids under the yearly bidding procedure must include four (4) regularly scheduled work days in a work week.

All bargaining unit members are included in the bid process. However, the members working in the Detective Division and Community Officer's position will not be counted towards the daily or weekly maximums of shifts off per week.

Once all bids are accepted, seniority cannot bump out locked-in bids. Bids are considered locked-in as of the closing of the window period. Bids locked-in as of the close of May bidding period cannot be bumped during the November bidding period.

Once the bids are locked officers bidding vacation time off during these window periods are locked into these bids and must use that time that is bid off. The Chief or designee may allow the cancellation of reserved pre-bid vacation time, if in his discretion such cancellation is warranted.

Once a bid is locked in during the annual window period in May or November, those vacation days selected shall be subtracted from the officer's total available number of vacation days for the annual period and an officer shall not be entitled to utilize more than the remaining number prior to the bid off period unless the Chief has approved cancellation of the reserved previously bid vacation time.

E. The roster cycle procedure for single/multiple day use will be pursuant to the following procedure:

The Chief of Police or his designee shall prepare and post the work roster at least five (5) weeks in advance of the preceding roster schedule.

When the cycle is posted, all pre-approved vacation weeks (four consecutive days) that were pre-bid and approved as set forth in the "Yearly Vacation Bids" procedure will be marked off.
When the cycle is posted, the bid shift for days off will remain posted for ten (10) days. When the bid sheet is taken down, days that are bid to be taken off will be approved in order of seniority, from most senior to least senior officer until the maximum of twenty one (21) shifts per week, three (3) shifts per day is reached, including the shifts previously bid under the yearly vacation bid procedure, provided that individuals who have locked in vacation bids procedure shall be given preference for the Saturday and Sunday immediately preceding the locked-in week. Both numbers can be exceeded with approval of the Chief or designee at his sole discretion. This will be the only exception to the three shift per day maximum and will not be considered as a past practice for any other vacation bidding procedures or leave policies.

When the bids are accepted and locked-in, the officers must take the day(s) off that were bid. The Chief or his designee may allow the cancellation of bids that were locked-in if in his sole discretion such cancellation is warranted.

F. Single use days shall be granted pursuant to the following procedure:

When the bid sheet is taken down, officers may request single use vacation and holidays by written request on forms approved and prescribed by the Chief. Request will be reviewed by order of date and time punched by the time clock. Single use vacation days require a thirty-six (36) hour notice, and compensatory time and holidays require a seventy-two (72) hour notice for approval. These requests will be approved on a first come basis, provided the maximum allowable shifts off has not been exceeded.

If an officer requests two (2) or more days off and one (1) or more are denied, the request form will be returned to the officer who will have the option to cancel the request.

Section 3.

The Chief of Police may limit the number of employees on vacation at any one time because of the operating requirements of the police department. If an emergency makes adherence to the vacation schedule impractical or undesirable, vacation leave may be postponed at the discretion of the Chief or designee.

Section 4.

Vacation time may not be saved and accrued from year to year, but if scheduling demands of the police department prevent an employee from taking his/her allotted vacation time before the end of the year, he/she shall be paid for his/her unused vacation days at the normal wage rate.

Section 5.

The system crediting employees with vacation leave on July 1 of each year based on years of service will cease effective July 1, 2022, when employees will accrue vacation leave based on date of hire only. On July 1, 2022, all bargaining unit employees will be credited with time earned between July 1, 2021 and June 30, 2022. On an employee’s next anniversary date of hire
following July 1, 2022, s/he will receive a pro-rated amount of vacation leave accrued from July 1, 2022 to such anniversary date, and will receive a full year of accrued time on the following year’s anniversary date. It is the intent of this provision that no employee will lose any accrued vacation time as a result of the change from fiscal year accrual to anniversary year accrual.

ARTICLE VII
CLOTHING, CLEANING, UNIFORMS, EQUIPMENT

Section 1.

The Town shall provide and maintain each regular officer's uniform and equipment to include:

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<th>Item</th>
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<tbody>
<tr>
<td>Police badges</td>
<td>hat badges</td>
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<td>Police I.D. cards</td>
<td>tie clip</td>
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<tr>
<td>name tags</td>
<td>collar brass</td>
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<tr>
<td>patches</td>
<td>emblems</td>
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<tr>
<td>pins</td>
<td>neck tie</td>
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<td>hat</td>
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<tr>
<td>raincoat</td>
<td>rain hat cover</td>
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<tr>
<td>sweater</td>
<td>reflective traffic vest</td>
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<tr>
<td>jacket</td>
<td>uniform shirts, long and short sleeve</td>
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<tr>
<td>pistol</td>
<td>pistol holster</td>
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<tr>
<td>pistol magazines (6)</td>
<td>turtleneck (SPD)</td>
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<tr>
<td>duty belt and accessories</td>
<td>O.C. (Pepper spray)</td>
</tr>
<tr>
<td>O.C. (Pepper spray) holder</td>
<td>belt keepers</td>
</tr>
<tr>
<td>impact implement</td>
<td>uniform pants, handcuffs</td>
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<tr>
<td>ammunition source holder (s)</td>
<td>handcuff case</td>
</tr>
<tr>
<td>impact implement holder</td>
<td>portable radio</td>
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<tr>
<td>portable radio carrier</td>
<td>trouser belt</td>
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<tr>
<td>ammunition (replaced at least once annually)</td>
<td></td>
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<tr>
<td>flashlight consistent with modern police standards</td>
<td></td>
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<tr>
<td>NIJ-approved body armor</td>
<td></td>
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</tbody>
</table>

In addition, each police cruiser shall be equipped with a police shotgun or a patrol rifle (in proper working order), with appropriate ammunition and spare (extra) ammunition.

Section 2.

Uniforms and equipment damaged or worn out in the line of duty shall be replaced by the Town on a one-for-one basis. Damaged or worn out items shall be subject to examination prior to the replacement item being ordered, and subject to being turned in if so requested. Replacement of body armor shall be in accordance with the manufacturers’ warranties and guarantees.
Section 3.

The Town shall provide a cleaning service for uniforms of all police officers, with the full cost being paid by the Town.

Section 4.

The Town shall replace an officer's personal clothing and/or property which may become damaged or destroyed in the line of duty at market value unless such property loss is covered by insurance, in which case the Town shall be responsible for that portion of the replacement cost not compensated by insurance. The maximum payment by the Town under this section shall not exceed five hundred dollars ($500.00), excluding his/her firearm. If a firearm is lost/stolen, or damaged in the line of duty, the Town shall either replace or repair same. The Town shall cover the cost to either replace or repair personal firearms used by SWAT team members that are lost, stolen or damaged in the line of duty.

Section 5.

Supernumerary officers shall be required to purchase, at their own expense, all items of clothing and equipment originally required, but replacement of work items shall be at the Town's expense in accordance with Section 2 above. The Town, however, will not be responsible for replacing clothing or equipment which an employee has lost or ruined through neglect or improper use.

Section 6.

Any full-time officer assigned to the detective bureau or plain clothes assignment for one or more full years shall receive an annual reimbursement of receipted clothing expenses up to five hundred fifty ($550.00) per fiscal year. Reimbursement shall be made on or before July 31st following the fiscal year ending June 30.

Section 7.

The Chief of Police or his designee shall set the uniform of the day for all members including those covered in Section 6 above.

ARTICLE VIII
INSURANCE

Section 1.

A. Employees shall be required to pay the following percentages of the premium costs for the medical and dental coverage set forth in this Article:
For the HSA plan:

- Effective July 1, 2018 - eleven percent (11%)
- Effective July 1, 2019 – twelve percent (12%)
- Effective and retroactive to July 1, 2020 – thirteen percent (13%)
- Effective and retroactive to July 1, 2021 – fourteen percent (14%)

For the Dental Plan:

- Effective July 1, 2018 – seventeen percent (17%)
- Effective and retroactive to July 1, 2019 – nineteen percent (19%)
- Effective and retroactive to July 1, 2020 – twenty percent (20%)
- Effective and retroactive to July 1, 2021 – twenty percent (20%)

Deductibles:

$2000 Single/$4000 Family (two or more)

Deductible Contribution:

- Effective July 1, 2018 - 50% Town/50% Employee
- Effective July 1, 2019 - 50% Town/50% Employee
- Effective July 1, 2020 - 50% Town/50% Employee
- Effective July 1, 2021 – 40% Town/60% Employee

B. A life insurance policy for the amount of fifty thousand dollars ($50,000) in case of death, and which provided for double indemnity, one hundred thousand dollars ($100,000), in case of accidental death, the benefits of which will be paid regardless of other benefits received to the employee's stated beneficiaries.

C. The Town is free to select any reputable Insurance Carrier licensed to do business in the State of Connecticut and to advertise the plans in this Article to the marketplace periodically for competitive bid, so long as such plans provide benefits equal to or better to those benefits in the current plans.

Dependent Children Maximum Age Limit: Age 19 or 26 in accordance with Federal Law.

D. Flex Dental Plan shall consist of the following key provisions:

- Deductible: $50 Individual/$150 Family (waived for Preventive Care Applies to Type II Basic Care and Type III Major Care only)
- Maximum: $1000 per person/Calendar year
- Orthodontia Rider: $1000 per Lifetime Maximum
Dependent Children Maximum Age Limit  Age 19 or 23 if Student

G. The terms of the Medical and Dental Plan, as codified herein will be effective for the duration of this contract.

H. All employees must elect the Health Savings Account (HSA). The features of this plan include:

Deductible $2,000/$4,000  
Coinsurance 100%/80%  
Out of Network Max $4,000/$8,000  
Preventive Services 100%, Deductible does not apply  
Prescriptions Same as any other expense  
Regular Fees/Incentives Town pays

The Town's portion of the deductible shall be deposited into the employee HSA accounts each year on or about July 1.

The Town will pay all fees related to initial account set up as well as maintenance fees for basic online statement and services. Any additional bank-generated fees for voluntarily selected items such as a lost card or a paper statement shall be paid by the employee.

The Town will provide a wage deduction plan for each employee’s contributions to the HSA account. The insurance deductions will be on a pre-tax basis in accordance with Section 125 of the IRS Code.

Section 2.

Upon retirement of a bargaining unit member from the police department, an employee may continue to be insured under the same hospital and medical insurance plan which the employee was covered under prior to retirement based on the following schedules and subject to the same level of coverage and benefits as available to current employees, as may be amended from time to time in negotiations.

In the case of HSA plans, the Town agrees to continuing funding current retirees’ deductible at fifty percent (50%) during the period of retirement until the age of 65. However, for all employees who retire after the date of the arbitration award in Case No. 2019-MBA-217, the Town will fund the retiree’s deductible at thirty percent (30%) during the period of retirement until age 65.

A. For those employees hired on or before June 30, 2007 who have reached ten (10) years accredited service and age 55, or twenty-five (25) years of accredited service regardless of age, the Town shall pay the full premium costs of the retiree and his/her legally married spouse at the time of retirement for their natural life according to the following schedules:
25 years and over of accredited service - 100% paid
20-25 years of accredited service - 85% paid
15-20 years of accredited service - 75% paid
10-15 years of accredited service - 50% paid

B. Employees hired on or before June 30, 2007 with ten (10) years but less than twenty-five (25) years accredited service, and under the age of 55, shall be carried on such policies for the same time period of eligibility of retiree (based on the above schedule) if retiree pays full cost of such dependent's coverage. This provision shall be effective only for employees who retire after June 30, 1987.

C. Employees hired on or after July 1, 2007 who have reached 25 years of accredited service and no minimum age may be carried on such policies if the retiree pays 50% of the cost of such coverage.

D. Any full-time police officer who is retired from the Town because of a disability shall be covered by the same insurance as other employees of the department for himself/herself and dependents with the full cost of insurance being paid by the Town.

Section 3.

Employees hired after March 1, 1998, who retire will not be eligible for the current Medicare carve-out insurance when they become eligible for Medicare. Instead, the Town will pay the premium costs of a supplemental medical-hospital insurance plan (Medi-gap) based on the same schedule of percentages and years of service provided in Section 2.A. above.

ARTICLE IX
SAFETY OF THE PUBLIC AND POLICE OFFICERS

Section 1.

To ensure the safety of the public and the police officers within the Town of Suffield, the following shall apply:

i. No officer shall be required to operate a vehicle in the performance of any police function when in the judgment of the Police Commission or the Chief of Police a vehicle has acquired sufficient mileage so as to make further operations unsafe.

ii. At all times, all mechanical equipment, including tires on police vehicles, shall be kept in good order and safe condition. If a defect exists of major proportion, then such vehicle shall be removed from service until the defect has been corrected except in cases of extreme emergency.

iii. It is the responsibility of whomever operated the vehicle to bring the defect to the attention of a supervisor immediately.
Section 2.

To ensure the safety of the public and police officer, each patrol shift shall consist of at least two uniformed patrol officers.

The evening (6:00 p.m. to 2:00 a.m.) shift minimum for Wednesday through Saturday shall consist of at least three (3) uniformed patrol officers in patrol vehicles.

Section 3.

It shall be the responsibility of the supervisor or senior employee on each shift to ensure adequate manpower is assigned to answer calls and complaints.

Section 4.

The Union shall establish a safety committee of three (3) police officers. If the committee feels a hazardous condition exists, it shall bring the condition to the Chief’s attention in writing and receive a written reply regarding the condition within five (5) days.

ARTICLE X
REPLACEMENT, WAGES, WORK SCHEDULE AND OVERTIME

Section 1.

A. Regular officers in order of seniority as defined in Article XIX of this Agreement will have preference over supernumerary officers for all vacancies on Monday through Friday, except for holidays.

Supernumerary officers have preference on Saturday and Sunday for all vacancies.

B. The number of supernumerary officers employed by the Town at any given time shall be no more than three (3).

C. Overtime for patrol shifts, in adherence to A and B Above, will be filled as follows:

1. If the patrol overtime cannot be filled by a patrol officer, the Detective(s) will have preference for the overtime shift.
2. If the patrol overtime cannot be filled by a Detective(s), a Sergeant will have preference for the overtime shift.
3. If the patrol overtime cannot be filled by a Sergeant, a Lieutenant will have preference for the overtime shift.
4. Overtime shall be allocated among officers on a fair and reasonable basis, as governed by a rotational list. If a police officer refuses overtime, it will be counted as overtime worked.

D. Supervisory Overtime

1. Supervisors shall be given preference for all shift overtime created as a result of a supervisor utilizing their accrued time. A supervisor shall be defined as a Sergeant or Lieutenant.

2. Overtime for supervisor patrol shifts will be filled as follows:
   a. If the supervisory overtime cannot be filled by a supervisor, the Detective(s) will have preference for the shift.
   b. If the supervisory overtime cannot be filled by a Detective, patrol officer will have preference over supernumerary officers for all supervisory patrol shift vacancies Monday through Friday, except for holidays.

E. Suffield Public Schools Overtime

All overtime paid for by the Suffield Public School District for any event shall be offered to the School Resources Officer (SRO) who has first right of refusal. Should more than one SRO position be assigned, the overtime will be offered first to the SRO assigned to that school and then by time in grade seniority.

F. Lieutenant's Role in Overtime

1. Any employee serving in the role of Lieutenant will be subject to overtime order-in for both patrol shift overtime and Sergeant shift overtime as all other uniformed personnel, if the Lieutenant is on the active overtime call-out roster meaning he/she can submit for and be granted overtime for these two scenarios.

2. Any Lieutenant may opt out of being on the call-out roster for Patrol and Sergeant overtime. This means while the Lieutenant cannot request and be awarded any of the above detailed shift overtime, the Lieutenant is similarly removed from the order-in roster and thus is ineligible to be ordered in.

3. Any Lieutenant who has selected this opt-out option, may accept Patrol and/or Sergeant overtime in the event the shift overtime opportunity has been refused by all other members and will result in the forced order-in of another member.

4. This opt-out option may be instituted, changed or removed by any Lieutenant at the start of any new overtime rotation which occurs every thirteen weeks (at which time overtime eligibility is "zeroed out" for all employees).
5. Any Lieutenant requesting to opt-out must do so in writing to the Chief or designee, who will review the request and authorize or deny the request in writing, within fourteen (14) days of the Lieutenant's written request.

6. This option exists to provide the Lieutenant(s), who work an administrative schedule, to be exempt from overtime order-in which may hamper his/her ability to perform the administrative duties required of the position of Lieutenant.

Section 2.

A. The normally scheduled work week shall be five consecutive days on with two consecutive days off, followed by four consecutive days on with two consecutive days off. Shifts shall be eight hours.

All regular officers who work in excess of a normally scheduled work week, based on the attached roster schedule (Appendix II) shall be compensated at time and one-half (1 ½) of the prevailing hourly rate of said employee.

B. Officers called to headquarters for special assignments shall receive a four (4) hour minimum at the appropriate rate of pay if the assignment is less than four (4) hours. Supernumerary officers shall be paid the scheduled hourly rate for all hours worked which is applicable to their assignment. They shall be subject to the four (4) hour minimum if called to duty.

All otherwise authorized work performed in excess of the normally scheduled work week shall not be subject to a minimum, but rather will be paid for all hours actually worked.

C. Supervisors and senior officers shall make every effort to ensure no officer is required to work beyond his/her scheduled tour of duty.

D. All overtime work must be pre-approved by the Chief or designee.

Section 3.

The roster shall become the work schedule for the members of the bargaining unit for the duration of this contract and any extension thereof. Shifts shall be filled by seniority bidding for each cycle. The bid schedule shall be posted for ten (10) days prior to the preparation and posting of the following cycle. Members failing to bid will be assigned a shift by lottery.

Employees may exchange shifts on a limited basis, provided the Chief of Police or his designee is advised and approves of such exchanges. Employees shall not exchange shifts in order to make assignment swaps on a continued basis. Police officers may swap shifts by obtaining prior approval of the Chief of Police or designee, and such approval shall not be unreasonably denied provided that officers comply with the following:
A. Officers shall request permission forty-eight (48) hours prior to the swap unless an emergency situation occurs.

B. Shift swapping shall not be utilized to avoid use of sick time if an employee is sick.

C. There shall be no financial burden placed upon the Town as a result of a swap.

D. At the time of the requesting permission to swap, both of the shifts to be exchanged shall be identified.

E. The swap shall be completed within a six (6) week period.

F. Shift swapping shall be entirely voluntary between employees, and management shall be under no obligation to facilitate such an exchange.

G. Officers shall not continually exchange shifts to avoid assigned shifts.

Section 4.

Assignments of supervisors and assignments to special details such as plainclothes investigations will be made on the basis of needs and ability.

Section 5. Required Court Appearances

Whenever an employee is summoned, or required, while in an official capacity as a member of the Suffield Police Department while off duty to appear as a witness in court, whether on a criminal matter or at any official hearing conducted by the State Department of Motor Vehicles, Liquor Control Commission, or Department of Children and Families, Firearms Permit Board of Examiners, Board of Education expulsion hearing, or required to appear by any other summons for anything with a nexus to official duties of the Suffield Police Department, except when said employee is a claimant against the Town or is participating as a witness on behalf of the Union or another employee against the Town, shall be compensated by the Town for the entire time spent at the rate of time and one-half for all hours outside normal work hours. If the appearance is three (3) hours or less, the officer shall be compensated for a three (3) hour minimum.

Section 6 Compensatory Time

Replacement of officers utilizing compensatory time (if required to maintain minimum staffing) shall be done as follows:

A. Covered by officers working during the period that an officer uses compensatory time as long as minimum staffing is required.

B. Daytime and evening supervisors may fill in for compensatory vacancies in their respective time periods.
C. Use of Compensatory Time

1. An officer wishing to utilize compensatory time shall submit a written request, to the shift supervisor (Captain, Lieutenant, or Sergeant) for the time off at least 72 hours prior to the time period requested time off.

2. Such request shall be approved or denied within 8 hours of the submission.

3. Short notice request (six hours or less use of compensatory time) shall be granted at the discretion of the shift supervisor.

4. The 72 hour advance notice may be waived when a situation arises that is an EXTREME emergency for which the officer was unable to plan or anticipate.

5. Management reserves the right to deny request for use of compensatory time when it disrupts the operation of the police department; when the time period cannot be replaced by part-time officers, schedule officers or supervisors; or where it anticipated that all working manpower will be needed to cover an ongoing or pending work load.

6. There will be no conversion of compensatory time to money except at retirement or discontinuance of employment.

7. During the year accrued compensatory time shall be used in a timely manner so as not to have an excessive amount to use prior to the end of the fiscal year. A maximum of 80 hours may be accumulated at any time in any given fiscal year. Bargaining unit members will be allowed to carry over a maximum of 40 hours of accrued compensatory time from year to year.

D. Choice of Compensation

Officer chooses which compensation they wish to receive, compensatory time or overtime, on the authorization for payment form.

For Mandatory P.O.S.T., forty (40) hour recertification training, the Chief of Police or designee shall have the ability to move the Officer's day(s) off within that training week. For all other mandatory training time, Officers have the right to request another day off within that work week or elect overtime or compensatory time. For all other voluntary training time, Officers shall request their form of compensation, overtime or compensatory time.

Section 7. Daylight Savings Time

Members who work the midnight shift (2300-0700) on the date when the clocks are moving forward will report to work one hour earlier than the normal schedule. Members who work the midnight shift on the date when the clocks are turned back will be paid for
the extra hour worked at the overtime rate.

Section 8. Report Writing

Report writing is acknowledged to be part of an employee's regular duties and shall be performed during the regular eight (8) hour shift unless otherwise authorized by a supervisor or command staff member.

ARTICLE XI
FUNERAL LEAVE

Section 1.

Funeral leave shall be granted to regular employees up to three (3) calendar days, with pay, in the event of a death in the employees' immediate family, provided the employee attends the funeral. Immediate family is defined as parents, grandparents, spouse, brother, sister, child, grandchild, or father-in-law, mother-in-law or any other person regularly domiciled in the household.

Section 2.

Funeral leave shall not be charged as sick, personal or vacation time, and shall not be accumulative.

ARTICLE XII
RETIREMENT

Section 1.

The retirement plan in effect covering employees within the police department shall be the Town of Suffield Pension Plan as amended.

Section 2. No later than sixty (60) days after the end of each fiscal year, the Town shall provide each employee with a written statement setting forth that employee's past, present and total contributions to said Plan. The statement shall also include the employee's total cumulative percentage basis towards retirement as of the last day of the fiscal year.

For employees hired on or after January 1, 2012 the Town will provide a Defined Contribution Plan for retirement purposes. Employees will be required to contribute a minimum of five percent (5%) of the employee's annual base salary and may contribute up to the maximum allowed by law. The Town will match the employee's contributions at 100% to a maximum amount equal to seven percent (7%) of the employee's annual base salary. Employees must be employed at least five years before they "vest" in the Defined Contribution Plan, i.e. are entitled to the Town's contributions in the event employment is terminated.
Section 3. DEFINITIONS

"Average Annual Earnings" means the average of the Annual Earnings during any three years of full-time employment preceding a Participant's actual retirement date in which employee contributions were made which produce the highest average.

"Annual Earnings" means a Participant’s Annual compensation for service to the Town and includes departmental overtime payments received from the Town and outside duty commissions earned within the Town of Suffield, but excludes outside duty commissions earned away from the Town of Suffield, bonuses and any other form of additional compensation received from the Town. An employee’s work related injury or illness covered by Worker’s Compensation shall count as “annual earnings” for pension purposes provided the employee pays his/her pension contributions as required by the Finance Department.

Section 4. CREDITED SERVICE

Military Service. Leave of Absence caused by military service in the Armed Forces of the United States of America or any of its allies shall be included when determining Credited Service and the Employee on such leave shall be deemed for the purposes of this Plan to be continuously employed by the Town during such leave of absence at the salary he was receiving from the Town upon the date of leaving, provided he shall return to active employment within ninety (90) days of his actual discharge from military service and shall within one year thereafter make such contributions as would have been required of him had he remained in the active service of the Town at such salary.

Section 5. BENEFIT ELIGIBILITY

Normal Retirement Date. A Participant's Normal Retirement Date shall be the first of the month coincident with or next following the earlier of the following:

(a) Later of a Participant’s 55th birthday or upon completion of ten (10) years of Credited Service, or

(b) Upon completion of 25 years of Credited Service.

Section 6. ACCRUED BENEFITS AND RETIREMENT BENEFITS

Accrued Benefits. The Monthly Accrued Benefit of a Participant shall be equal to two and one-quarter percent (2-1/4%) of the Participant's Average Monthly Earnings multiplied by his/her Credited Service.

Section 7. DEATH BENEFITS

A. Death of Active Participant with Less than Ten (10) Years of Credited Service. If an active Participant with less than ten (10) years of Credited Service dies before his benefits commence or if a Terminated Participant dies before his benefits commence, he shall not retain
any non-forfeitable rights hereunder, other than the return of any Participant Contributions with Credited Interest payable to his Beneficiary.

B. **Death of Active Participant with More than Ten (10) Years of Credited Service**

Any active Participant in the pension plan, who dies after accruing ten (10) years of Credited Service as a Participant of the plan, shall have a death benefit paid to the Participant’s beneficiary. The Participant’s spouse shall be entitled to a monthly pension with commencing on the first of the month coincident with or following death, equal to 50% of the Participant’s benefit calculated as though the Participant has 25 years of Credited Service. The benefit is payable until the spouse dies or remarries.

If there is no spouse, or should the spouse die before remarrying, a death benefit may be payable to the guardian of the Participant’s children. The benefit will be payable monthly, with the last payment on the first of the month in which falls the child’s 18th birthday. The total combined monthly amount payable will equal the monthly benefit as determined in the preceding paragraph. Each child’s portion will be determined by allocating this monthly benefit equally among all the Participant’s children under age 18 on the date of the Participant’s death. If, upon a Participant’s death, there is no surviving spouse or child meeting the above qualifications, the death benefit payable will equal the Employee’s contributions accumulated with interest to the date of the Participant’s death, or if no beneficiary is designated, to the Participant’s estate.

**Section 8. DISABILITY**

A. **Eligibility for Benefits.** Any Participant in the Pension Plan who, after the attainment of age 50 and after ten (10) years of Credited Service as an Employee of the Town shall be totally and permanently disabled, may be retired for disability, provided such Participant qualifies for disability benefits under the Federal Social Security Act. Such employee retired because of disability shall receive a pension benefit without reduction for the early commencement of such benefit.

B. **Occupational Disability.** In the event that such total disability is shown to the satisfaction of the Retirement Commission to have been sustained during the performance of essential duties pertaining to his employment with the Town and such Participant qualifies for disability benefits under the Federal Social Security Act, then such Participant shall be entitled to retirement for disability irrespective of his age or the duration of his employment. Such employees retired because of disability shall receive a pension benefit without reduction for the early commencement of such benefit, and in no event shall such annual disability income benefit be less than one-half the annual pay rate of the Participant at the time the disability was incurred, including payments under the Federal Social Security Act, payments under any Federal or State law pertaining to Worker's Compensation and payments under any salary or wage continuance plan financed by the Town.
Section 9. PARTICIPANT CONTRIBUTIONS

Participants are required to contribute 6% of Monthly Earnings on a pre-tax basis. Participant contributions are payable through payroll deduction or as otherwise determined by the Town. Participant contributions will stop upon termination of employment, whether through actual retirement or otherwise.

ARTICLE XIII
CONVERSION OF VACATION AND SICK DAYS

Section 1.

If a regular employee of the Suffield Police Department voluntarily resigns in good standing or retires, and is not currently on probation, such employee shall be paid for any unused vacation leave accrued pursuant to Article VI. Such payment shall be at a rate equal to the rate of pay for such officer during the year of termination, on a day-for-day basis.

Section 2.

If a regular employee of the Suffield Police Department voluntarily resigns in good standing or retires, and is not currently on probation, such employee shall be paid for any unused sick leave accrued pursuant to Article V, Section 1B.

Section 3.

An employee shall be considered to resign in good standing only if there are no disciplinary charges against him/her, or investigations thereof are pending, or if known to be pending at the time of resignation, and only if he/she notifies the Chief of Police of such resignation at least fifteen (15) calendar days in advance of his/her last day of service.

Section 4.

Employees who retire shall be entitled to use any unused vacation leave prior to the effective date of their retirement, but in no case may a period of vacation leave delay retirement beyond the date of compulsory retirement as provided by the Town pension plan.

Section 5.

In the event of death of a police officer any unused sick, vacation, holiday and personal leave pay shall be paid to the estate of the deceased, regardless of date of hire.
ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1.

Should any employee or group of employees in this bargaining unit feel aggrieved concerning any difference, dispute or disagreement concerning wages, hours or working conditions as specified in this Agreement, adjustment may be sought as follows:

A. The grievant and/or the Union representative (if the employee desires) shall take their grievance or complaint, in writing, to the Chief of Police, or, in the Chief’s absence, to the officer in charge within fifteen (15) calendar days of the event giving rise to the grievance. If the grievance is not resolved to the satisfaction of said employee within seven (7) calendar days, then

B. The grievant and/or the Union representative shall submit said grievance or complaint, in writing, within fourteen (14) calendar days after receipt of the decision by the Chief of Police, to the Chairman of the Suffield Board of Police Commissioners. The Board of Police Commissioners, within fourteen (14) calendar days after receipt of said grievance, shall meet with the employee and representatives of the Union for the purpose of adjusting or resolving such grievances. If such grievance is not resolved to the satisfaction of the employee by a written communication from the Board within seven (7) calendar days after such meeting, then:

C. The employee and/or the Union representative shall submit said grievance or complaint, in writing, within fourteen (14) calendar days after receipt of the written response from the Chairman of the Suffield Board of Police Commissioners, to the Office of the First Selectman. The Office of the First Selectman, within fourteen (14) calendar days after receipt of said grievance, shall respond in writing to the grievance. If such grievance is not resolved to the satisfaction of the Union within fourteen (14) calendar days after receipt of a written response from the Office of the First Selectman then:

D. The Union may file a notice of appeal to the Connecticut State Board of Mediation and Arbitration of said grievance or complaint, which notice of appeal shall provide that all costs will be borne equally by the Town and the Union. The decision of the arbitrator shall be final and binding upon both parties and neither shall have the right to appeal from said decision.

Section 2.

Nothing contained herein shall prevent any employee from presenting his/her own grievance and then representing himself/herself in these procedures, provided that no settlement which contravenes this Agreement shall be made by the employee and the Town.

Section 3.

The time limits specified herein may be extended by agreement of the parties. If an agreement is made to extend the time limits, such agreement must be reduced to writing and signed by both
parties. Absent an extension, the failure by the Union to comply with the time limits of this procedure will result in the grievance being resolved on the basis of the last response by the Town, and the failure of the Town to comply with the time limits of this procedure entitles the Union to proceed to the next step of the process.

Section 4.

The arbitrator(s) shall have no power to add to, delete from or modify any provision of this Agreement.

ARTICLE XV
DISCIPLINARY ACTION

Section 1.

No employee shall be reprimanded, removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter except for just cause. Prior to the imposition of discipline, counseling sessions by the Chief of Police or his designee shall be permitted, provided however that such sessions shall not be considered discipline and shall not be documented as discipline.

Section 2.

If any such disciplinary action is taken by the Chief of Police, the employee so disciplined, or the Union may appeal said action to the Board of Police Commissioners by filing a request for a hearing to the Chairman of such Board within seven (7) calendar days after such disciplinary action is taken. Upon receipt of such written request, the Board shall determine the date and time for such hearing not less than seven (7) calendar days nor more than thirty (30) calendar days after receipt of said request and give notice of such date and time to the appealing employee. Said employee may be represented by counsel at said hearing and the hearing, at mutual agreement of the Board and the employee, may be closed to all except the Board members, members of the Board of Selectmen, Town Counsel, the employee, his/her counsel, witnesses and one (1) Union representative. The Board will render its decision in writing to said employee not more than five (5) calendar days after completion of said hearing.

Section 3.

If the disciplined officer or the Union is not satisfied with the decision of the Board after the hearing, they may within twenty-one (21) days after receipt of the decision of said Board, file notice of appeal to the Connecticut State Board of Mediation and Arbitration for arbitration of said matter, which notice of appeal shall provide that all cost will be borne equally by the Town and the Union. The decision of the arbitrator shall be final and binding upon both parties and neither shall have the right to appeal from said decision.
Section 4.
If disciplinary action is initially taken by the Board of Police Commissioners after hearing in accordance with Section 2. above, then the disciplined officer or Union may appeal directly to the Connecticut State Board of Mediation and Arbitration as provided in Section 3. above.

Section 5. Progressive Discipline

A. Oral or written reprimands shall be removed from an employee's personnel file after eighteen (18) months, provided there is no reoccurrence of a related offense as defined in the employee's policy and procedures manual or collective bargaining agreement. In the event of a reoccurrence of a related offense, no purging shall occur.

B. Records of Disciplinary Suspension of 4 days or less shall be removed from an employee's personnel file after 3 years. In the event of a reoccurrence of a related offense, no purging shall occur.

C. Records of Disciplinary Suspension of 5 days to 9 days shall be removed from an employee's personnel file after 5 years. In the event of a reoccurrence of a related offense, no purging shall occur.

D. Records of Disciplinary Suspension of 10 days or more shall not be removed from an employee's personnel file.

E. Should an officer be subject to any subsequent disciplinary action, any records removed may not be used to show progressive discipline except in the event of a related offense, defined as a violation of the same provision in the policy and procedures manual or collective bargaining agreement.

F. Records of any disciplinary action as a result of a criminal offense shall not be removed from an employee's personnel file.

ARTICLE XVI
UNION BUSINESS LEAVE

Section 1.
One (1) officer or member of the Union may be designated to process grievances on each shift and such officer or member shall be granted leave of duty with full pay while engaged in processing of said grievance.

Section 2.
The Union shall be entitled to ten (10) days leave of absence from duty with full pay in order to conduct union business. One officer per shift may be granted leave in accordance with this
provision. The Chief in his/her discretion may grant leave to more than one officer per shift. Shifts shall be filled in accordance with Article X Section 1.

Section 3.

The Union shall have the right to have three (3) members of its negotiating committee present for all meetings. When such meetings take place during scheduled work hours they will be granted leave with full pay, for two members only. This leave shall be considered separate from Union business leave, and shall not be counted towards the ten (10) days leave designated for Union business.

ARTICLE XVII
TRAINING AND EDUCATION

Section 1.

Any regular member of the police department attending any job-related training school, course, or seminar with the knowledge and consent of the Chief of Police shall be granted time off from his/her regular duties or be compensated at his/her regular rate for his/her own time spent at such school, course, or seminar. All mandatory training shift swaps will occur with no compensatory time.

Section 2.

The Chief shall post all notices of job-related schools, courses, or seminars which he may receive in order to afford any officer the opportunity to make their interest known to the Chief.

Section 3.

The Chief shall make all assignments to attend schools or seminars. However, regular officers or supernumerary officers may attend such schools or seminars on their own time and at their own expense within course guidelines and with the Chief’s approval.

Section 4.

Any regular officer who successfully completes any college course included in the undergraduate criminology curriculum of any certified college, or any college credit similar in content to said course, will be paid an annual education incentive bonus at the end of each fiscal year in the following amount:

<table>
<thead>
<tr>
<th>Course Credits Completed at End of Fiscal Year</th>
<th>Amount of Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 30 credits</td>
<td>$300</td>
</tr>
<tr>
<td>At least 60 credits</td>
<td>$600</td>
</tr>
</tbody>
</table>
At least 90 credits $800
At least 120 credits $1,000

Only those courses completed at an accredited institution of higher learning may be included in determining qualifications for this bonus.

Section 5.

All officers must complete an approved course in emergency medical training in accordance with the schedule to be established by the Chief of Police.

Section 6.

Supernumerary officers in the bargaining unit attending legally required training sessions will have the cost of the session and any material required for its completion paid by the Town. In addition, such supernumerary officers will be paid for attending these courses at their prevailing wage rate.

Section 7.

A. Full-time members of the department that are accepted into a degree program at an accredited institution of higher learning which maintains a degree program in criminal justice or law enforcement, shall be reimbursed by the Town for up to $150.00 per credit hour for up to 13 credit hours per fiscal year to the extent that the full cost of tuition is not covered by Title I of the Omnibus Crime Control and Safe Streets Act of 1968, or any other state or federal grant, or other reimbursement. The Town shall not be liable for any travel expense, room and board, books, lab fees, student fees or supplies. Reimbursement shall not be paid unless the employee achieves a grade of "C" or better and presents a copy of their transcript and canceled check or receipt for the cost of the tuition.

B. Application for tuition reimbursement will be made in advance of the course start date and applications will be received on a first come, first served basis.

C. All reimbursements will be approved based upon availability of funds for tuition reimbursement, up to a maximum of $5,000 per contract year.

D. An Officer enrolling in a college course only offered during his/her current work shift may bid a different shift at the discretion of the Chief of Police which is least disruptive to the Department. Displacement of Officers will be based on seniority.
Section 8.

Police personnel agree to receive, in lieu of overtime compensation, compensatory time off at a rate not less than one and one-half (1 - 1/2) hours for each hour of employment for which overtime compensation is required when, but not limited to, attending training, special meetings or special functions.

Section 9.

Every employee shall adhere to and follow the training program developed by the Chief of Police and approved by the Board of Police Commissioners and shall be expected to satisfy all qualification requirements contained in said program.

ARTICLE XVIII
GENERAL

Section 1.

All benefits, rights, and privileges enjoyed by the employees immediately prior to the effective date of this Agreement which are not specifically provided for in this Agreement are hereby protected by this Agreement.

Section 2.

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 3.

This Agreement, when approved, shall be the only effective Agreement in regard to wages, hours, and conditions of employment.

Section 4.

There shall be no variation, alteration or amendments to the terms of this Agreement in regard to wages, hours, and conditions unless agreed to in writing by both parties.

Section 5.

Any charge or complaint by a member of the public may be made against a police officer. The complaint shall be investigated and resolved in accordance with the general orders of the Suffield Police Department. This policy may be amended from time to time to reflect changes in the “Mandatory Uniform Policy Concerning Complaints that Alleges Misconduct by Law Enforcement Agency Personnel” as adopted by POST and Connecticut General Statutes Section 7-294bb.
Section 6.

Employees shall not be required to shovel walks, wash cars or perform non-police duties, except in emergency situations.

Section 7.

Upon request to the Chief of Police, every employee shall have the right to review his/her entire personnel file. Only one (1) personnel file per employee shall be maintained.

Section 8.

Officers of the Police Department shall reside within a twenty-five (25) mile radius of the Police Department within one (1) year after completion of the department's field training program.

Section 9.

Officers shall be paid a two (2) hour minimum for department meetings lasting under two (2) hours. Officers shall be paid a four (4) hour minimum for department meetings lasting over two (2) hours, but less than four (4) hours.

ARTICLE XIX

SENIORITY

Section 1.

Seniority, which officers accumulate, is of two (2) types:

A. Total length of continuous time served with the department shall be known as Department Seniority and

B. Total length of time served within a job rank shall be known as Rank Seniority.

Section 2.

An employee successfully completing his/her probationary period shall acquire seniority and length of service as of the first day of his/her employment with the police department.

Department seniority shall commence from the date the police officer entered into the service of the Suffield Police Department as a regular, full-time member and thereafter maintains consecutive years of service. Consecutive years of service shall not be broken by vacation time, temporary layoff, sick time, or any approved leave of absence or suspension. When more than one (1) officer is appointed to the department on the same date, the departmental seniority of such appointees shall be determined by their relative positions on the eligibility list. This tie breaker provision is effective for employees hired on or after 7/1/92.
Section 3.

Rank seniority shall commence from the date of the appointment of an employee into a job rank. Consecutive years of service shall not be broken by vacation time, temporary layoff, sick time, any approved leave of absence, or suspension.

Section 4.

Seniority shall apply within each division. Seniority lists shall be by classification appointment. The member with the least seniority in a classification shall be considered and placed at the bottom of the respective seniority list. However, each member shall maintain their respective departmental seniority.

Section 5.

In the event of a reduction in force, layoffs shall be in the inverse order of hiring, and recall shall be in order of seniority.

In the event of a reduction in force, the employee with the least department seniority in the affected classification shall be laid off first, provided that such employee shall have the option of displacing the least senior employee in the next lower classification in lieu of layoff, unless there is no employee in the next lower classification who has less seniority. For the first twenty-four months after layoff, any employee who is laid off or bumped to a lower classification shall be afforded the opportunity of returning to the classification from which he was laid off before any new employee is appointed to such classification. Recall to classification shall be in reverse order of seniority. For purposes of this section, when two or more employees have equal seniority in an affected classification, seniority shall be determined by the total seniority in the bargaining unit. Employees who bump into a lower classification shall maintain their departmental seniority.

ARTICLE XX
PROMOTIONS

Section 1.

In the event of a vacancy, the Town shall post the position for a period not less than fourteen (14) calendar days. Such posting shall include a copy of the job description.

Section 2.

Qualified employees shall be able to apply for said vacancy for an additional seven (7) calendar days beyond the posting period.
Section 3.

Qualified shall mean length of service as of the date of the first phase of the testing process, generally the written examination, in the following rank:

Lieutenant vacancy - 3 years or more as a sergeant in the Suffield Police Department.

Sergeant vacancy - 4 years or more as a patrol officer in the Suffield Police Department.

Section 4.

All test components shall be mutually agreed to between the Town and the Union. All applicants shall receive the same test. Seniority shall count for 1 point for each year of service.

Section 5.

The vacancy shall be filled by the employee who attains the highest score. An employee needs to score 70% or better on both the written and oral exams to be considered for promotion.

Section 6.

Remaining candidates shall be kept on an eligibility list for one (1) year from the date of advancement. Such list may be extended for one (1) additional year by mutual consent. Any vacancies shall be filled in descending order of test scores.

Section 7.

Any Supernumerary interested in a vacant full time position shall be included in a pool of eligible candidates for consideration.

Section 8. Lieutenant's and Sergeant's Promotional Criteria

A. Process:

1. The selected testing firm will administer and collect exams then correct them and furnish the Chairman of the Police Commission with a list of these names who took the test and scored 70% or higher. A copy of this letter shall also be mailed to the Union President, or his designee, at his home. No scores will be provided only the names of those at 70% or higher.

2. An Oral Board shall then be convened for those officers who have scored 70% or higher from step # 1. The oral board shall consist of 3 persons who hold the rank of Lieutenant, if a Lieutenant slot is being considered, or Sergeant, if a Sergeant slot is being considered, and come from Towns.
which do not deal with Suffield Police personnel on a regular basis. Each member of the oral board shall evaluate the candidate from 0-20. Scores for each interview shall be totaled and divided by 3 to obtain the candidate's score for the oral board. A 20 (twenty) shall be the maximum obtainable score and a 0 (zero) the least attainable score. The designated Chairman of the Oral Board shall mail the average score to the testing firm.

3. An Oral Board shall then be convened by the Police Commission who shall interview the candidates and rate them in ascending order from 0-5 with 5 being the most favorable rating and 0 being the least favorable rating. The Commission shall then add the total raw scores and divide the total by the number of Police Commissioners present. The Chairman of the Police Commissioner shall then mail to the testing firm a listing of the average score of those interviewed.

4. The managerial staff including the existing Sergeants, Lieutenants, Captains and Chief shall complete an evaluation form rating those candidates who passed the written test, from 0 to 15, with fifteen being the highest and O being the lowest ratings achievable. These scores will be totaled and divided by the number of returns received.

5. The testing firm shall receive a list from the Chief of Police of the bonus point(s) for years of service which will be calculated as follows:

   Total years of full time police experience with the Suffield Police Department divided by the number of promotion criteria which is four (4) to achieve total bonus points. Points will be based upon portions of a year with 1/4 year increments.

6. After totaling the raw scores for each candidate, the testing firm shall add the bonus points to arrive at the total candidate's score. The total scores which shall be based on 100 points, shall be mailed to the Chief of Police, Chairman of the Suffield Police Commission and the Union President, or his designee.

7. The top scoring candidate shall receive the promotion to the rank of sergeant or lieutenant.

The above procedure replaces a previously agreed upon procedure which was dated December 21, 2015.
ARTICLE XXI
DURATION OF AGREEMENT

Section 1.

Except as otherwise provided, the effective date of this Agreement shall be July 1, 2018, and it shall remain in effect for four (4) years or until June 30, 2022.

Section 2.

This contract shall remain in effect during negotiations until agreement is reached to amend or modify this contract.

Section 3.

Negotiations to amend or change this contract during its term may be commenced if:

A. Either party gives written fifteen (15) day notice requesting such negotiations and stating the proposed changes or amendments; and

B. The other party consents to such negotiations.

Section 4.

The parties hereby agree to meet and begin negotiating a new agreement at least one hundred twenty (120) days before the expiration of this contract.

Established by arbitration award in Case No. 2019-MBA-217 issued on December 8, 2021.
APPENDIX I

SALARY TABLE

Effective but not retroactive to July 1, 2018, there shall be a three percent (3%) general wage increase for all Patrol Officers.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probationary Officer</td>
<td>$28.90</td>
</tr>
<tr>
<td>Grade D Officer</td>
<td>$30.35</td>
</tr>
<tr>
<td>Grade C Officer</td>
<td>$31.80</td>
</tr>
<tr>
<td>Grade B Officer</td>
<td>$34.69</td>
</tr>
<tr>
<td>Grade A Officer</td>
<td>$37.98</td>
</tr>
</tbody>
</table>

Effective and retroactive to July 1, 2019, there shall be a two and a half percent (2.5%) general wage increase for all Patrol Officers.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probationary Officer</td>
<td>$29.62</td>
</tr>
<tr>
<td>Grade D Officer</td>
<td>$31.11</td>
</tr>
<tr>
<td>Grade C Officer</td>
<td>$32.60</td>
</tr>
<tr>
<td>Grade B Officer</td>
<td>$35.56</td>
</tr>
<tr>
<td>Grade A Officer</td>
<td>$38.93</td>
</tr>
</tbody>
</table>

Effective and retroactive to July 1, 2020, there shall be a two and a half percent (2.5%) general wage increase for all Patrol Officers.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probationary Officer</td>
<td>$30.36</td>
</tr>
<tr>
<td>Grade D Officer</td>
<td>$31.89</td>
</tr>
<tr>
<td>Grade C Officer</td>
<td>$33.42</td>
</tr>
<tr>
<td>Grade B Officer</td>
<td>$36.45</td>
</tr>
<tr>
<td>Grade A Officer</td>
<td>$39.90</td>
</tr>
</tbody>
</table>

Effective and retroactive to July 1, 2021, there shall be a two and a half percent (2.5%) general wage increase for all Patrol Officers.
<table>
<thead>
<tr>
<th>Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probationary Officer</td>
<td>$31.12</td>
</tr>
<tr>
<td>Grade D Officer</td>
<td>$32.69</td>
</tr>
<tr>
<td>Grade C Officer</td>
<td>$34.25</td>
</tr>
<tr>
<td>Grade B Officer</td>
<td>$37.36</td>
</tr>
<tr>
<td>Grade A Officer</td>
<td>$40.90</td>
</tr>
</tbody>
</table>

Effective but not retroactive to July 1, 2018, there shall be a three percent (3%) general wage increase for all Sergeants, Lieutenants and Supernumerary Officers.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergeant Grade B</td>
<td>$39.56</td>
</tr>
<tr>
<td>Sergeant Grade A</td>
<td>$42.95</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>$44.98</td>
</tr>
<tr>
<td>Supernumerary Officer</td>
<td>$28.70</td>
</tr>
</tbody>
</table>

Effective and retroactive to July 1, 2019, there shall be a two and a half percent (2.5%) general wage increase for all Sergeants, Lieutenants and Supernumerary Officers.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergeant Grade B</td>
<td>$40.55</td>
</tr>
<tr>
<td>Sergeant Grade A</td>
<td>$44.02</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>$46.10</td>
</tr>
<tr>
<td>Supernumerary Officer</td>
<td>$29.41</td>
</tr>
</tbody>
</table>

Effective and retroactive to July 1, 2020, there shall be a two and a half percent (2.5%) general wage increase for all Sergeants, Lieutenants and Supernumerary Officers.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergeant Grade B</td>
<td>$41.56</td>
</tr>
<tr>
<td>Sergeant Grade A</td>
<td>$45.12</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>$47.25</td>
</tr>
<tr>
<td>Supernumerary Officer</td>
<td>$30.15</td>
</tr>
</tbody>
</table>
Effective and retroactive to July 1, 2021, there shall be a two and a half percent (2.5%) general wage increase for all Sergeants, Lieutenants and Supernumerary Officers

<table>
<thead>
<tr>
<th>Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergeant Grade B</td>
<td>$42.60</td>
</tr>
<tr>
<td>Sergeant Grade A</td>
<td>$46.25</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>$48.43</td>
</tr>
<tr>
<td>Supernumerary Officer</td>
<td>$30.90</td>
</tr>
</tbody>
</table>
APPENDIX II
PATROL WORK SHIFT SCHEDULE

A. The regular hours of work each day for the patrol division shall be consecutive except for any authorized interruptions.

B. The work schedule shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off, followed by four (4) consecutive eight (8) hour days with two (2) consecutive days off, with the cycle then repeating, except for normal schedule changes in accordance with normal rotation practice. This schedule will not allow for the assigning of permanent days off.

C. The work schedule shall consist of three shifts known as the day shift, evening shift and midnight shift. Day shift patrol officer positions shall start at 0700 hours and end at 1500 hours; evening shift patrol officer positions shall start at 1500 hours and end at 2300 hours; and midnight shift patrol officer positions shall start at 2300 hours and end at 0700 hours. All shifts shall also include relief positions which shall be filled in accordance with the seniority bid process. Seniority shall be the basic criteria used in establishing shift selection requests to all affected personnel. Seniority is defined in Article XIX of this agreement.

D. There shall be a bid shift system of designating work schedules. The system deals only with the hours of work within the Patrol Division. The designating work schedules shall ensure that minimum staffing levels, pursuant to contractual agreements, are met. The bid shift system will be based on a rotating thirteen (13) week cycle. The Chief of Police or his designee shall prepare and post the work roster at least five (5) weeks in advance and employees may exchange shifts on a limited basis, provided prior approval is granted by the Chief of Police or his designee. Shifts shall be filled by seniority bidding for each cycle. The work schedule (roster) bid sheets shall be posted ten (10) days prior to the preparation and posting of the following cycle.

E. The roster shall become the work schedule for the members of the bargaining unit for the duration of this contract. This work schedule may be evaluated, by either side, at any time during the duration of this contract for the purpose of modifications and/or change. The Chief of Police, on behalf of the Town, and designated representatives, on behalf of the Union will meet prior to any changes and will work amicably toward a mutual compromise to address any change if so needed. If after discussion and should either side be unwilling to reach an accord, then the above existing work schedule shall remain intact for the duration of this contract.

F. The Chief of Police or his designee may change employee shift assignments for the purpose of attending mandatory training, an approved training class, seminar and/or other related courses. Such training, aside from mandatory training, shall only be authorized if it does not negatively impact management's rights to prepare the work schedule, or if it does not unduly create a hardship for any other employee. In regard to training, the Town shall make all reasonable efforts to ensure that at least ten days notice is given to the affected employee of such shift change, unless the notice requirement is waived by the employee.
APPENDIX III
SUBSTANCE ABUSE

APPENDIX III
SUBSTANCE ABUSE POLICY

SECTION 1. PURPOSES.
The purposes of this policy are as follows:
A. To establish and maintain a safe, healthy, working environment for all employees and to protect the public;
B. To ensure the reputation of the Town of Suffield Police Department and its police officers as good, responsible citizens worthy of public trust;
C. To reduce the incidents of accidental injury to persons or property;
D. To reduce absenteeism, tardiness and indifferent job performance; and
E. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

SECTION 2. DEFINITIONS
A. Alcohol or Alcoholic Beverage—means any beverage that has an alcoholic content.
B. Drug—means any substance other than alcohol capable of altering the mood, perception, will or judgment of the individual consuming it.
C. Prescribed Drug—means any substance prescribed for the individual consuming it by a licensed medical practitioner.
D. Illegal Drug—means any drug or controlled substance, the sale, possession or cultivation of which is illegal.
E. Banking Supervisor—means any Officer with the rank of Sergeant or above who is the employee's immediate supervisor in the chain of command, or the Chief of Police or his designee.
F. Employee Assistance Program—means Employee Assistance Program.
provided by the Town of Suffield or any agency/entity the Town has contracted with to provide said program.

G. Union President - means President of Local 89, Connecticut Independent Police Union or his designee.

H. Refusal to Submit to Reasonable Suspicion Drug Testing

The refusal by an officer to submit to a drug or alcohol screening test based on reasonable suspicion will result in the officer's immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.

SECTION 3. Testing Based Upon Reasonable Suspicion

A. A police officer may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect the officer is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol.

B. Reasonable suspicion must be supported by specific, articulable facts which may include, but are not limited to:
   - reports and observations of the officer's drug-related activities, such as purchase, sale or possession of drugs
   - association with known drug dealers or users
   - observations of the officer at known drug or drug-related locations
   - any otherwise unexplained change in the officer's behavior or work performance
   - any unexplained observed impairment of the officer's ability to perform his or her duties

C. Any officer shall report the basis for his/her reasonable suspicion to the testing supervisor. The testing supervisor shall decide whether to direct the officer to submit to testing. Prior to so deciding, the testing supervisor shall meet with the officer. If such a meeting is held, the officer
any request Union assistance. However, the testing shall not be delayed for the purpose of having a representative of the officer's choice.

D. If the employee is ordered to submit to a drug and/or alcohol test, the employer shall be given a brief personal statement of the basis for reasonable suspicion and shall be subject to the conditions of Section 12 herein. A verbal directive to admit to a drug and/or alcohol test shall be considered in writing, but the testing shall not be delayed pending issuance of such written directive.

SECTION 4. Alcoholic Beverages

A. No alcoholic beverages will be brought onto Police Department premises, except in the performance of an officer's official duties, as consumed while on Police Department premises. The Police Department will invoke appropriate disciplinary action for any violations.

B. Drunkness or being under the influence of alcoholic beverages while on duty is cause for discipline.

C. Officers are excused from this provision under special written arrangements authorized by the Chief or his designee.

SECTION 5. Prescription Drugs

A. No prescription drug shall be brought onto Police Department premises by any employee other than the employee (or members of the employee's immediate family) to whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

This Section shall not apply to prescription drugs which are brought into the Police Department by an officer(s) in the official performance of his/her duties for which drugs are logged as evidence in a trial or hearing.

B. Where the employee has been informed that the use of a prescribed drug may pose a risk to the employee or others, the employee shall so advise the shift supervisor.
SECTION 6. Illegal Drugs

A. The use of an illegal drug or controlled substance or the possession of them by an employee, on or off duty, is cause for suspension or termination, and/or referral for criminal prosecution.

B. The sale, trade or delivery of illegal drugs or controlled substances by an employee, on or off duty, to another person is cause for suspension or termination, and/or referral for criminal prosecution.

C. Special consideration shall be given to officers who have been assigned undercover work and may have developed an addiction through such service. In such case, referral to a rehabilitation program shall be required for the first offense.

D. This section shall not apply to illegal drug or controlled substances which are brought into the police department by an officer(s) in the official performance of his/her duties for drugs which are listed as evidence in a felony manner.

SECTION 7. Employment

The procedures of the Town of Suffield Police Department in regard to an employee using, possessing or under the influence of alcohol, drugs or chemicals while on duty are as follows:

A. An employee shall report to his station of assignment if he is able to perform his duties and shall not by any imperatives render himself unfit for duty.

NOTE: Any supervisor who has reasonable suspicion that an employee to which the influence of alcohol, drugs or chemicals shall immediately remove said employee from duty with pay in order to protect said employee, fellow employees, and the public from harm. Supervisors shall receive training by certified drug and alcohol experts on how to detect and prevent substance abuse issues.
STEP 2: The supervisor shall immediately notify the Police Chief, or in his absence, the ranking supervisor. Any officer being interviewed/tested may consult with and be accompanied by a representative of the Union and/or an attorney. The Union representative and/or attorney may order with the advice of the officer before and after the testing process, and may participate in the process in any way except as an observer. The interviewing/testing process will not be unnecessarily delayed simply because a Union representative or an attorney is unable to be present.

STEP 3: The Police Chief, or in his absence, the ranking supervisor, shall interview the employee concerning alleged alcohol or controlled substance abuse. Such interview shall be conducted in order to determine the reasons and circumstances of the employee’s alleged violation from the employee, any recent use of prescribed drugs or non-prescribed drugs, or any incorrect response to drugs that may result in a positive test.

STEP 4: If the interview uncovers reasonable suspicion, then the employee will be given the following options:

i. The employee may resign or retire, if eligible, without penalty or prejudice.

ii. The employee can claim bona fide in an under the influence of alcohol or illegal drugs.

iii. If there is no criminal investigation pending, the employee can submit to a test for reasonable suspicion of alleged alcohol or substance abuse, and shall, within fourteen (14) days, enroll in an Employee Assistance Program (EAP) and the following disciplines shall apply:

1. The first offense shall result in no penalty for the first offense where:

   a. Result a subsequent positive test to be subject to纪律 or

2. Second or subsequent offenses shall be subject to discipline as set forth in the collective bargaining agreement.

STEP 5: If the employee chooses paragraph (iii) in Step 4, the employee shall enroll in an insurer-approved alcohol and substance abuse program.
following test procedures may be ordered by the Chief, or in his absence, the ranking supervisor:

1. The testing procedures and interpreters prescribed in this policy to ensure the integrity of drug-testing shall be adhered to by any medical personnel administering drug-tests.

2. Medical personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing zone.

3. A pre-test questionnaire shall be administered by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any illicit substances that may result in a positive test result. The offi cial shall make copies of the test results and keep them in a secure location.

4. The offi cial shall fi ll out the test results and keep them in a secure location.

5. All employees shall report the results of the test on or before the prescribed date.

6. After fi lling out the test results, the offi cial shall return the completed forms to the employee.

7. When the offi cial receives the completed test results, he/she shall give a positive test to the employee.

8. The employee shall sign a statement acknowledging the receipt of the test results.

9. The employee shall return the signed statement to the offi cial.

10. The disgruntled employee shall then appeal the positive test result to the offi cial.

11. The offi cial shall review the appeal and issue a decision.

12. The employee shall then either accept the decision or seek further appeal.

13. The employee shall then either accept the decision or seek further appeal.

14. The employee shall then either accept the decision or seek further appeal.

15. Such disputes in dispute are resolved by the highest authority to which the employee is subject.

16. In the event the employee is subject to a drug test.

17. Such disputes in dispute are resolved by the highest authority to which the employee is subject.

18. In the event the employee is subject to a drug test.
VII. Specimen samples shall be collected in State Department of Health approved collection devices containers, labeled, and checked against the identity of the officers per State evidence procedures to ensure the integrity of the testing specimen. Samples shall be stored in a secured and refrigerated area until testing or delivered to the testing lab representative.

- The officer shall have the option of requesting a split sample immediately at scene written request to the Chief within twenty-four (24) hours of said sample having been taken. Such sample shall then be delivered by an independent party to a qualified testing laboratory at one-half the employer's expense and one-half the Town's expense.

VIII. Where there is reason to believe that the officer may have abused or used any of the specimen to be provided, a second specimen shall be obtained immediately, utilizing the same procedures outlined in Section 7, Step 5, Subsection iv.

SECTION III. Drug Testing Methodology

A. The testing or processing phase shall consist of a two-step procedure:
   a. Initial screening test, and if positive
   b. Confirmation test.

B. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered disqualifying unless it will be classified as confirmation positive. Notification of test results to the Chief of Police or other departmental designee shall be held until the confirmation test results are received.

C. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

D. The drug screening test selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse, including heroin, propoxyphene, and hallucinogens per se.
utilized for testing will be certified as qualified to conduct
urealysis, or adequately trained in uranalysis procedures.

c. Concentration of a drug at or above the following levels shall
be considered positive test results when using the initial
immunoassay drug screening tests:

<table>
<thead>
<tr>
<th>Initial Test</th>
<th>Level (mg/dl)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana metabolite</td>
<td>.30</td>
</tr>
<tr>
<td>Cocaine metabolite</td>
<td>.30</td>
</tr>
<tr>
<td>Opiate metabolite</td>
<td>.30</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>.05</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>.10</td>
</tr>
</tbody>
</table>

* .25 mg/dl if immunoassay specific for free morphine.

Concentrations of drug at or above the following levels shall
be considered a positive test result when performing a
confirmatory GC/MS test on a urine specimen that tested
positive using a technologically different initial screening method:

<table>
<thead>
<tr>
<th>Confirmatory Test</th>
<th>Level (mg/dl)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana metabolite</td>
<td>.15 (1)</td>
</tr>
<tr>
<td>Opiate metabolite</td>
<td>.05 (2)</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>.05</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>.00</td>
</tr>
<tr>
<td>Methamphetamine</td>
<td>.00</td>
</tr>
</tbody>
</table>

(1) Codeine, morphine, and codeine-6-glucuronide or glucuronide acid.
(2) Methadone, norketamine.

f. The collection facility shall collect said samples, and they
shall utilize a laboratory capable of quality control,
documentation, chain of custody, technical expertise, and
demonstrated proficiency in urinalysis and hematogamy.

9. Officers having negative test results shall receive a
memorandum stating that no illegal drugs were found. If the
officer requests such, a copy of the letter will be placed in
the office's personnel file.

b. Any officer who breaches the confidentiality of testing information shall be subject to discipline.

SECTION 9. Chain of Evidence-Listing

A. Each step in the collecting and processing of the urine specimen shall be documented to establish precedent integrity and the chain of custody.

SECTION 10. Urine Test Results

A. All records pertaining to department required drug tests shall be kept confidential, and shall not be provided to other employes or agencies without the written permission of the officer whose records are sought.

SECTION 11. Drug and Alcohol Testing Procedures

A. The officer shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of urine to allow for initial screening, a confirmatory test, and fan light testing if requested by the employer.

b. If the employee is tested for alcohol, the employee shall submit to a breathalyzer test to be administered by an agent designated by the Chief. If the breathalyzer test is positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test. Test results shall be computed on the following levels:

- Less than .02% Blood Alcohol Content (BAC) shall be deemed negative no action shall be taken.
- .02% to .09% (BAC) shall result in the employee being referred for duty without pay for the balance of the day.
- .10% to .099% (BAC) the employee shall, within 30 days, enroll in an approved alcohol and/or substance abuse program and the disciplinary action will be as stated in section 7, IV, 3 above.
- 0.10% (BAC) or higher fails under Connecticut General Statutes (CGS) and/or progressive discipline as defined in Article XIII, Section 5.
SECTION 12.

A. The Employer will be provided test results and copies thereof.

B. All medical records, including records pertaining to alcohol or drug tests in the therapy or rehabilitation efforts of drug or alcohol-dependent employees are protected as medically confidential. Information concerning drug counseling and rehabilitation procedures involving employees will not be revealed except as appropriate on a need-to-know basis for the purpose of protecting the employee's safety, the safety of others, or Department operations or property.

SECTION 13.

The laboratory utilized in Section 9, subsection (i) shall be mutually agreed to between the Town and the Union by July 7, 1989.

SECTION 14. Effective Dates - States/Federal Law

A. The policies set forth in this Substance Abuse Policy shall become effective on July 1, 1989. Each present employee will be furnished a copy of the Policy and will sign a receipt for the same. Any employee hired in the future will be furnished a copy before hiring and will sign a receipt for the same.

B. Prior to implementing this Substance Abuse Policy, the Town will meet with the Union President, and, where possible, will provide training programs for Supervisors, and for those (3) officers of the Union selected by the Union.

C. It is mutually understood and agreed that the Town reserves the right to undertake random drug testing should the same be required by law.

D. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

SECTION 15.

The Employer shall have the right to shall not be denied the right to the presence of a Union Representative during any part of these procedures.

SECTION 16.
Any officer who voluntarily admits to the Chief at his designee that
he/she has an alcohol or substance abuse problem, prior to any charge
of reasonable suspicion or allegation of impropriety by a member of
the public, shall be afforded the opportunity for rehabilitation in
a recognized program, rather than discipline for prior substance
abuse activity.

FOR THE TOWN
Roland Good
First Selectman

FOR THE SHORE
Lydia A. Gilbert
Chief

Ralph Terry
Police Commissioner Chairman

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APPENDIX IV
CANINE OFFICER

Section 1

A. The canine officer is regularly scheduled to work an eight (8) hour shift as a patrol officer at his regular rate of pay.

B. The canine officer will have no net out of pocket expenses related to the canine. All related expenses are to be direct billed to the Town of Suffield or expensed to the Police Department and reimbursed to the officer.

C. The canine officer will receive a vehicle to take home on a regular basis to transport the canine to and from work, other related training, veterinarian appointments, emergencies, and other related canine occurrences.

D. The Town of Suffield will provide funding for the canine’s food supply.

E. The Town will provide funding for the canine's veterinary care by a local veterinarian, including emergency care.

F. The Town will provide funding for the canine's supplies which may consist of, but not be limited to, flea treatments, and cleaning supplies.

G. The Town will provide all necessary equipment for the canine unit, and will replace all equipment when it becomes damaged or no longer is safe.

H. The Town will maintain liability insurance coverage on the Town's insurance policy as long as the canine is part of the Suffield Police Department.

I. The Town will allow the canine handler to attend prescribed training, provided it is pre-approved by the Chief of Police.

J. The canine officer in consultation with the Police Chief will determine the time to retire the canine from service. When the canine is retired, the canine officer will have the first option to retain the canine as a personal pet. If the canine is retained by the canine officer as a personal pet, then from the date of retirement from service forward, all costs related to the canine will be the responsibility of the canine officer and not the Town of Suffield.
APPENDIX V
DETECTIVE BUREAU

APPENDIX V
DETECTIVE BUREAU

Memorandum of Understanding
Between
The Town of Suffield
And
The Suffield Police Union, NIPSEU

The Town of Suffield (hereinafter the “Town”), and the Suffield Police Union, NIPSEU (hereinafter the “Union”) collectively referred to as “the Parties”, agree to the following provisions in full and final settlement of Local Grievance No. 16-2 regarding the Detective Bureau:

1. The Parties agree that the Town is currently experiencing a shortage of qualified, trained police officers, and the Town is actively engaged in efforts to hire three replacement officers as soon as possible.

2. The Parties agree that the Detective Bureau is an important element of the Suffield Police Department.

3. The Parties further agree that due to the staff shortage, the assignment of an officer to the Detective Bureau is temporarily terminated; the officer currently assigned to the Detective Bureau shall be reassigned to patrol to maintain the safety of the officers and the public.

4. The detective assignment shall be reinstated utilizing a mutually agreed upon testing process when one patrol officer is hired, has passed all training requirements, and in the opinion of the Chief and the Field Training Officer, is competent to independently serve as a patrol officer. The said detective assignment shall have a mutually agreed upon term of service however, in the interest of public and officer safety, the Chief retains the right in his sole discretion to temporarily assign the detective to patrol if patrol staffing levels drop to 13 assigned and available to patrol. During the said temporary assignment the detective schedule shall revert back to the patrol division schedule and their placement within that schedule shall be based on department seniority.

5. In the event that the detective is temporarily reassigned to patrol for the reasons set out in Paragraph 4 above, the detective shall retain all pay and benefits afforded to him in the position of detective, including but not limited to his take-home vehicle. In this position, the detective may continue to be assigned detective duties and shall be eligible for overtime assignments routinely requiring a detective.

6. The Union shall withdraw Local Grievance No. 16-2 regarding the Detective Division upon execution of this MOU.

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