

TOWN OF SUFFIELD
AND
SUFFIELD POLICE UNION NIPSEU

Effective July 1, 2014 through
June 30, 2018

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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.

The wage rate for regulars shall change upon an employee's anniversary of service. An officer shall be elevated from probationary status to that of Grade D on his/her first anniversary of service. 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.

Section 3.

The pay grade of Probationary Sergeant is eliminated effective in Fiscal Year 2016-17, and any Sergeant working in a probationary period will be paid as a Grade B Sergeant instead. Any newly promoted Sergeants shall have a one-year probationary period from the date of promotion paid as a Grade B Sergeant. A sergeant shall be elevated to that of a Grade A Sergeant status on his/her first promotional anniversary.

Section 4.

All police work performed on special 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 special assignment is less than three (3) hours, the assigned officer shall be paid for three (3) hours work at the aforesaid rate. All police work performed on special 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 special assignment is less than four (4) hours, the assigned officer shall be paid for four (4) hours work at the aforesaid rate. In the event the special 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 5.

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 6.

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 7.

Probationary officer status shall be for one (1) year after successful completion of their field- training program. Officer's rate of pay shall change after one (1) year from date of hire. This language will further apply to lateral transfers and their applicable field training status.

Section 8.

Lateral transfers with three (3) years of prior police experience will receive Grade C rate of pay. Lateral transfers with five (5) years of prior police experience will receive Grade B rate of pay.

This language does not exclude probationary status, but only establishes rates of pay.

Section 9.

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 13 paid holidays for all regular members of the Suffield Police Department:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day*
Easter Sunday*	Day after Thanksgiving
Memorial Day	Christmas Day*
One Floating Holiday	

B. The following shall be the 12 paid holidays for all regular members of the Suffield Police Department hired after March 1, 1998:

New Year's Day	Fourth of July
----------------	----------------

Martin Luther King Day
President's Day
Good Friday
Easter Sunday*
Memorial Day

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 more than one regular officers is scheduled to work, one (1) shall be paid at the above rate and the others may either take the holiday off or work the holiday at straight time wage rate and receive another day off in lieu of the holiday.

Section 3.

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 4.

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 1, 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 5.

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. The Town shall compensate each employee in accordance with the following:

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 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 entitled, "Authorization for Short Term Disability and Long Term Disability Plan Premiums Deductions." The parties agree that, just as Union dues or any agency fee 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, which 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 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.
- 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 short-term disability/long-term disability 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 attending physician.

Section 2.

An employee utilizing sick leave or personal leave shall inform the Chief of Police or his designee of the fact and the reason therefore as soon as possible 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. 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. A maximum of five (5) of the annually earned sick leave days may be used for illness or disability in an employee's immediate family.

Section 5.

The Chief or his substitute may, at their discretion, require an employee to be examined by the Town's physician 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. Such payments shall be made weekly 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 fifteen (15) years - twenty (20) vacation days.

E. Employed fifteen (15) 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.

B. The vacation schedule for all full-time employees of the police department hired after March 1, 1998, 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 his representative.

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

1. Yearly bidding for vacations;
2. Six-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 acting Chief if the Chief is not available.

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.

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.

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 his 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 off vacation days for the fiscal 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 six week 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 six week work roster at least five (5) weeks in advance of the proceeding six (6) week roster schedule.

When the six (6) week 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 six (6) week 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 his 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 grantee! pursuant to the following procedure:

When the six (6) week cycle bid sheet is taken down, officers may request single use vacation and holidays by written request on forms approved and prescribed by the Chief of Police. 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 his representative.

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.

ARTICLE VII

CLOTHING, CLEANING, UNIFORMS, EQUIPMENT

Section 1.

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

Police badges	hat badges
Police I.D. cards	tie clip
name tags	collar brass
patches	emblems
pins	neck tie
uniform decorations as required	hat summer and winter
raincoat	rain hat cover
sweater	reflective traffic vest
jacket, winter and 3 season	uniform shirts, long and short sleeve
pistol	pistol holster
pistol magazines (6)	dickie/mock turtleneck/turtleneck (SPD)
duty belt and accessories	O.C. (Pepper spray)
O.C. (Pepper spray) holder	belt keepers
impact implement	uniform pants (summer and winter weights)
handcuffs	handcuff case
ammunition source holder (s)	portable radio
impact implement holder	trouser belt
portable radio carrier	
ammunition (replaced at least once annually)	
flashlight consistent with modern police standards	

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. The Town and Union agree that three (3) years will be the generally accepted life of a sweater. Replacement of bulletproof vests 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 in the line of duty up to a maximum of 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 a full year shall receive reimbursement of receipted clothing expenses up to five hundred fifty (\$550.00). Reimbursement shall be made in a separate lump sum check 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 summer duty, Officers may purchase and wear approved summer short sleeve shirt, shorts, and black leather sneakers or shoes.

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 PPO plan:

Effective and retroactive July 1, 2010 through June 30, 2011 - thirteen percent (13%); Effective and retroactive July 1, 2011 - fifteen percent (15%).

For the HSA plan:

Effective July 1, 2014 - eight percent (8%); Effective July 1, 2015 - nine percent (9%); Effective July 1, 2016 - ten percent (10%); Effective July 1, 2017 - eleven percent (11%).

Deductibles:

Effective July 1, 2014 - \$1500 Single/\$3000 Family (two or more)
Effective July 1, 2015 - \$1500 Single/\$3000 Family (two or more)
Effective July 1, 2016 - \$1500 Single/\$3000 Family (two or more)
Effective July 1, 2017 - \$2000 Single/\$4000 Family (two or more)

Deductible Contribution:

Effective July 1, 2014 - 50% Town/50% Employee
Effective July 1, 2015 - 50% Town/50% Employee
Effective July 1, 2016 - 50% Town/50% Employee
Effective July 1, 2017 - 50% Town/50% Employee

The Employee Premium Cost Share (PCS) and Deductible shall be retroactive to July 1 of each fiscal year. The PCS shall be based on the following plan deductibles:

FY 2014-15 \$1500 Single/\$3000 Family (two or more)
FY 2015-16 \$2000 Single/\$4000 Family (two or more)
FY 2016-17 \$2000 Single/\$4000 Family (two or more)
FY 2017-18 \$2000 Single/\$4000 Family (two or more)

For example, the Employee PCS for FY 2015-16 shall be 9% of the premium cost of the 2000/4000 plan.

The difference between what officers actually paid in PCS based on the 1500/3000 plan for FY 2015-16 and 2016-17 and what they should have paid based on the retroactive PCS for the 2000/4000 plan shall be deducted from the retroactive GWI check.

The Deductible Contribution will not be retroactive, and will take effect on July 1, 2017.

For the Dental Plan:

Effective and retroactive July 1, 2010 through June 30, 2011 - thirteen percent (13%); Effective and retroactive July 1, 2011 - fifteen percent (15%); Effective July 1, 2012 - sixteen percent (16%); Effective July 1, 2013 - seventeen percent (17%)

- 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.
- D. The minimum Preferred Provider Organization (PPO) benefits are as provided below:

MANAGED BENEFITS:

In-network Unlimited Maximum
\$300 Hospital In-patient Co-Pay (per admission)
\$100.00 Out-patient Co-Pay
\$75 Emergency Room Co-Pay
\$50 Urgent Care Co-Pay
\$20 Office Visit Co-Pay to an Unlimited Maximum
No Co-Pay for preventive care (as provided in policy schedule)

Out-of-network Unlimited Maximum
Deductible: \$400 individual \$800 two person/ \$ 1,000 Family
Co-Insurance: 80% to \$1,400/\$2,800/\$3,200 Cost share maximum per calendar year

RX-Rider Unlimited Maximum
Co-Pays: For 30-day supply by pharmacy: \$5 Generic/\$15 Preferred Brand/\$30 Non-Preferred Brand.
For 90-day supply by Mail Order: \$10 Generic/\$30 Preferred Brand/\$60 Non-Preferred Brand.

All drug prescriptions subject to managed edits including step therapy, mandatory generic substitution, prior authorization for certain classes of medication, and quantity edits beyond preventing refilling too soon and age/gender safety edits.

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

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

F.

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. Effective January 1, 2012 all employees must elect the Health Savings Account (HSA) in lieu of the medical benefits described in D. above. The features of this plan include the following features:

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
HSA Fund Deposit	50% of the Deductible
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 an alternative health insurance program effective July 1, 2014 so that employees may opt out of the HSA during the open enrollment period in May of 2014. The alternative plan will be the existing PPO plan or comparable plan with the same benefits then available, and the employee shall pay thirty percent (30%) of the premium cost for the alternative PPO or comparable plan.

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, except that in the case of HSA plans, the Town agrees to fund the retiree's deductible at 50% during the period of retirement until the age of 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 spouse 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 percents 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.

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

Section 2.

- A. Outside duty assignments for private firms, individuals, agencies, etc., will be divided between the regular officers and supernumeraries on a one (1) for one (1) basis starting with the regular officers first.

Section 3.

- A. All regular officers who work in excess of a normally scheduled work week, based on the attached roster schedule (Appendix III), shall be compensated at time and one-half (1-1/2) of the prevailing hourly rate of said employee.
- B. Officers called to headquarters for special assignments shall receive a four (4) hour minimum 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.
- C. Supervisors and senior officers shall make every effort to ensure no officer is required to work beyond his/her scheduled tour of duty.

Section 4.

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 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 5.

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

Section 6.

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

Section 7.

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, 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.

Section 8. 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 are to receive on the authorization for payment form, compensatory time or overtime as follows: Mandatory P.O.S.T., forty (40) hour recertification training, Officers shall choose either overtime or compensatory time on the authorization for payment department form. 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. The Chief of Police or designee shall have the right to choose which form of compensation is given.

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

AN AGREEMENT REGARDING PENSION BENEFITS
FOR POLICE OFFICERS
TOWN OF SUFFIELD, CONNECTICUT
AND
SUFFIELD POLICE UNION, NIPSEU
JULY 1, 2014 TO JUNE 30, 2018

Section 1. The retirement plan in effect covering employees within the police department shall be the Town of Suffield Pension Plan as amended and restated as of July 1, 1984, and as further amended by the award of a tripartite arbitration panel under the provisions of Municipal Employees Relations Act in Case No. 8485-MBA-113.

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 (ARTICLE I)

1.05 "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.

1.12 "Annual Earnings" means a Participant's Annual compensation for service to the Town and includes departmental overtime payments, received from the Town, but excludes outside duty commissions, bonuses and any other form of additional compensation received from the Town.

Section 4. CREDITED SERVICE (ARTICLE II)

2.02 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.

2.5 Special Credited Service "Buy Back" Provisions. Active Employees covered under the Plan as of March 1, 1985 may elect to buy back service before age 30 and all but one year of service before they became a Participant. The Retirement Commission has full authority to set rules regarding the time period in which this

buy back option may be exercised and the formula to determine the Participant's contributions required to buy back service.

"For Police Officers" Special Credited Service "Buy Back" Provision. Active employees covered under the Plan may elect to buy back Service as a supernumerary officer for the Town of Suffield. The Retirement Commission has full authority to set the rules regarding the time period in which this buy-back option may be exercised and the formula to determine the Participant's contribution required to buy-back the service. Supernumerary Service for Pension Purposes will be computed as follows:

- (a) The number of days worked will be divided by 260 work days per year to determine the amount of Time Credited.
- (b) If the above calculation does not give the employee full credit from the date of appointment as a supernumerary to the date of regular appointment, the difference between the number of work days needed for full credit and the number of days worked will be multiplied by 75 percent. The resulting figure will be added to the number of days worked in order to determine the total credit for pension purposes.

Section 5. BENEFIT ELIGIBILITY (ARTICLE IV)

4.01 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 (ARTICLE V)

5.01 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 (ARTICLE VIII)

8.1 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.

8.2 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 payment 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, or if no beneficiary is designated, to the Participant's estate.

Section 8. DISABILITY (ARTICLE IX)

9.1 Eligibility for Benefits. Any Participant in the Pension Plan who, after the attainment of age 50 and after 15 years of Credited Service as an Employee of the Town shall be totally and permanently disabled, may be retired for disability, provided such Participant qualified for disability benefits under the federal Social Security Act. Such employee retired because of disability shall receive a pension benefit as provided under Article XV, Section 6, (Article V) without reduction for the early commencement of such benefit.

- (a) Eligibility for Benefits. Any Police Officer 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 qualified for disability benefits under the Federal Social Security Act. Such employee retired because of disability shall receive a pension benefit as provided under Article XV, Section 6, (Article V) without reduction for the early commencement of such benefit.

9.2 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 as provided under Article XV, Section 6 (Article V) 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. FUNDING AND PARTICIPANT CONTRIBUTIONS (ARTICLE X)

10.08 Participant Contributions. Participants are required to contribute 6% of Monthly Earnings. Participant Contributions are payable through payroll deduction or as otherwise determined by the Town. Participant Contributions will stop upon the earlier of:

- (a) Termination of employment;
- (b) Actual retirement.

Changes in the rate of contributions to be made by an Employee shall be determined by the Retirement Commission.

Section 10. RETIREMENT COMMISSION COMPOSITION (ARTICLE XI)

11.01 The Pension Plan of the Town of Suffield as herein set forth shall be administered by the Retirement Commission consisting of the First Selectman, the Town Treasurer, a member of the Board of Finance designated by the Chairman of the Board of Finance for his or her term of office, and three citizens at large appointed as hereinafter provided. Not more than two of the said three citizens at large so appointed shall be of the same political party. The Board of Selectman (sic) shall appoint within thirty (30) days after the approval of this ordinance, one member to serve until August 31, 1961; one member to serve until August 31, 1962; and one member to serve until August 31, 1963; provided that the term of office of each member shall continue until his

successor shall be appointed and shall have qualified. Beginning August 31, 1961, the Board of Selectman (sic) shall appoint annually, one member to serve for three (3) years and until his successor shall have qualified, and shall make such appointments as may be necessary to fill vacancies resulting from death or resignation. The Union shall have one member on the Retirement Commission. The Union will appoint its member for a three (3) year term. The members of the Retirement Commission shall serve without compensation. The Retirement Commission shall employ such actuarial, medical, clerical and other services as are necessary for the proper operation of the Pension Plan.

Dispute Resolution

Dispute Settlements

The Retirement Commission shall be responsible for Administration of the Pension Plan. Any grievances or disputes with respect to the Administration of Benefits for Police Participants shall be processed through the Grievance Procedure in the Police Collective Bargaining Agreement.

Section 11. This Pension Article replaces the Pension Article XV which expired June 30, 2014 and shall continue in effect until June 30, 2018.

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, 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, 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, adjustment may be sought as follows:

- A. The aggrieved employee and 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) 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 employee or the Union representative shall submit said grievance or complaint, in writing, within fourteen (14) calendar days after original notification to 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 arrange to and 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 or the Union representative shall submit said grievance or complaint, in writing, within fourteen (14) calendar days after original notification to 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 arrange to and 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 Office of the First Selectman within seven (7) calendar days after such meeting then:
- D. The Union, within twenty-one (21) days after receipt of such notification from the Office of the First Selectman 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.

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:

<u>Course Credits Completed at End of Fiscal Year</u>	<u>Amount of Bonus</u>
At least 30 credits	\$300.00
At least 60 credits	\$600.00
At least 90 credits	\$800.00
At least 120 credits	\$1,000.00

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, but neither the Chief of Police nor the Board of Commissioners shall officially recognize the charge or complaint as valid unless and until it is in writing, signed by the complainant under oath. Such writing shall include a particular description of the acts complained of and names and addresses of witnesses. The Union president and the employee involved shall be informed of the complaint with a copy of said complaint to the employee and the president of the Union. Within twenty-four (24) hours, an investigation shall be initiated by the Chief and, if any formal charges are to be made against the employee as a result of said investigation, a hearing will be held before the

Board of Police Commissioners and the employee or his legal representative shall have the right to cross examine the accuser.

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 posting.

Lieutenant vacancy – 3 years or more as a Sergeant in the Suffield Police Department.

Sergeant vacancy – 3 years or more as a patrol officer in the Suffield Police Department at the time of promotion.

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 examination and assessment center 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. Sergeant's Promotional Criteria

A. Process:

1. The examination will be administered, collected, and corrected by a neutral party or testing firm. The neutral party or testing firm will 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. A letter with the scores will be delivered to the Chief of Police and will remain sealed until the final scores are to be calculated. The written examination will account for 40% of the final score.
2. An assessment center shall then be convened for those officers who have scored 70% or higher from step#1. The town shall choose a reputable firm to conduct the testing. At the conclusion of the testing, the firm will 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. A letter with the scores will be delivered to the Chief of Police and will remain sealed until the final scores are to be calculated. The assessment center score will account for 40% of the final score.
3. The managerial staff including the existing Sergeant(s), Lieutenant(s), Captain(s) and Chief shall complete an evaluation form, rating those candidates who passed the written test and assessment center evaluation. These scores will be totaled and divided by the number of returns received. A letter with the average score for each candidate will be delivered to the Chief of Police that will remain sealed until the final scores are to be calculated. The managerial staff evaluation will account for 15% of the final score.
4. An oral board shall then be convened by the Police Commission who shall interview the candidates and rate them. The Commission shall then add the total raw scores and divide the total by the number of Police Commissioners present. The Chairmen of the Police Commission shall then deliver a letter to the Chief of Police with the average score for each candidate that will remain sealed until the final scores are to be calculated. The Police Commission Oral Board will account for 5% of the final score.
5. The Chief of Police shall calculate the bonus points 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 ¼ year increments.

6. At a mutually agreeable time and place, the Chief of Police will open the sealed envelopes and calculate the final scores. The Union President and/or his designee, along with a member of the Police Commission, and any designee the Chief elects may be present during the final calculation. At the conclusion, the Chief of Police shall create a promotional list listing officers in descending order.
7. The top scoring candidate shall receive the promotion to the rank of Sergeant.

Section 9. Lieutenant's Promotional Criteria

B. Process:

1. During the fourteen (14) day posting and seven (7) day application period, qualified Sergeants shall submit a letter of interest to the Chief of Police. A formal cover letter and resume shall be submitted to the Chief of Police on the date of the assessment center described in step #2. The cover letter and resume shall be reviewed by the Chief of Police and/or his designee and be evaluated by the assessment center firm. A letter with the scores will be delivered to the Chief of Police and will remain sealed until the final scores are to be calculated. The cover letter and resume will account for 10% of the final score.
2. An assessment center shall then be convened for those qualified Sergeants who have submitted a cover letter and resume from step#1. The town shall choose a reputable firm to conduct the testing. At the conclusion of the testing, the firm will 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. A letter with the scores will be delivered to the Chief of Police and will remain sealed until the final scores are to be calculated. The assessment center score will account for 65% of the final score.
3. The managerial staff including the existing Captain(s) and Chief shall complete an evaluation form, rating those candidates who passed the assessment center evaluation. These scores will be totaled and divided by the number of returns received. A letter with the average score for each candidate will be delivered to the Chief of Police that will remain sealed until the final scores are to be calculated. The managerial staff evaluation will account for 20% of the final score.
4. An oral board shall then be convened by the Police Commission who shall interview the candidates and rate them. The Commission shall then add the total raw scores and divide the total by the number of Police Commissioners present. The Chairmen of the Police Commission shall then deliver a letter to the Chief of Police with the average score of each candidate that will remain sealed until the final scores are to be calculated. The Police Commission Oral Board will account for 5% of the final score.
5. The Chief of Police shall calculate the bonus points 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 ¼ year increments.
6. At a mutually agreeable time and place, the Chief of Police will open the sealed envelopes and calculate the final scores. The Union President and/or his designee, along with a member of the Police Commission, and any designee the Chief elects may be present during the final calculation. At the conclusion, the Chief of Police shall create a promotional list listing officers in descending order.

7. The top scoring candidate shall receive the promotion to the rank of Lieutenant.

ARTICLE XXI

DURATION OF AGREEMENT

Section 1.

Except as otherwise provided, the effective date of this Agreement shall be July 1, 2014, and it shall remain in effect for four (4) years or until June 30, 2018.

Section 2.

After June 30, 2018, 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:

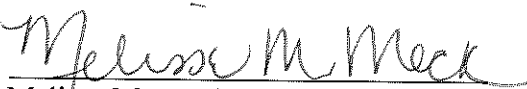
- A. Either party gives written fifteen (15) day notice requesting such negotiations and stating the proposed changes or amendments; and
- B. The other party consents to such negotiations.

Section 4.

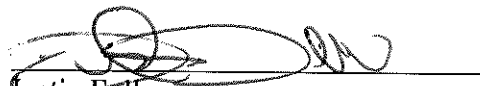
The parties hereby agree to meet and begin negotiating a new agreement at least one hundred twenty (120) days before the expiration of this contract.

FOR THE TOWN OF SUFFIELD

FOR SUFFIELD POLICE UNION, NIPSEU



Melissa M. Mack
First Selectman



Justin Fuller
Local Union Representative

**APPENDIX I
SALARY TABLE**

Effective and retroactive to **July 1, 2014**, there shall be a two and three quarter percent (2.75%) general wage increase for all Patrol Officers.

Employee	Hourly Rate
Probationary Officer	\$25.93
Grade D Officer	\$27.23
Grade C Officer	\$28.52
Grade B Officer	\$31.12
Grade A Officer	\$34.07

Effective and retroactive to **July 1, 2015**, there shall be a two and three quarter percent (2.75%) general wage increase for all Patrol Officers.

Employee	Hourly Rate
Probationary Officer	\$26.65
Grade D Officer	\$27.98
Grade C Officer	\$29.31
Grade B Officer	\$31.98
Grade A Officer	\$35.01

Effective and retroactive to **July 1, 2016**, there shall be a two and three quarter percent (2.75%) general wage increase for all Patrol Officers.

Employee	Hourly Rate
Probationary Officer	\$27.38
Grade D Officer	\$28.75
Grade C Officer	\$30.11
Grade B Officer	\$32.86
Grade A Officer	\$35.97

Effective **July 1, 2017**, there shall be a two and one-half percent (2.5%) general wage increase for all Patrol Officers.

Employee	Hourly Rate
Probationary Officer	\$28.06
Grade D Officer	\$29.47
Grade C Officer	\$30.87
Grade B Officer	\$33.68

Grade A Officer	\$36.87
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Effective and retroactive to **July 1, 2014**, there shall be a two and one-half percent (2.5%) general wage increase for all Sergeants, Lieutenants and Supernumerary Officers.

Employee	Hourly Rate
Sergeant Probationary	\$34.15
Sergeant Grade B	\$35.67
Sergeant Grade A	\$38.72
Lieutenant	\$40.55
Supernumerary Officer	\$25.87

Effective and retroactive to **July 1, 2015**, there shall be a two and one-half percent (2.5%) general wage increase for all Sergeants, Lieutenants and Supernumerary Officers.

Employee	Hourly Rate
Sergeant Probationary	\$35.01
Sergeant Grade B	\$36.56
Sergeant Grade A	\$39.69
Lieutenant	\$41.56
Supernumerary Officer	\$26.52

Effective and retroactive to **July 1, 2016**, there shall be a two and one-half percent (2.5%) general wage increase for all Sergeants, Lieutenants and Supernumerary Officers.

Employee	Hourly Rate
Sergeant Grade B	\$37.48
Sergeant Grade A	\$40.68
Lieutenant	\$42.60
Supernumerary Officer	\$27.18

Effective **July 1, 2017**, there shall be a two and one-half percent (2.5%) general wage increase for all Sergeants, Lieutenants and Supernumerary Officers.

Employee	Hourly Rate
Sergeant Grade B	\$38.41
Sergeant Grade A	\$41.70
Lieutenant	\$43.67
Supernumerary Officer	\$27.86

APPENDIX II

PATROLS

WEEK # _____ WEEK 1 OF 6

DATE							
SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
100-0700 SUPERVISOR					OFF	OFF	
2300-0700			OFF	OFF			
2300-0700	OFF	OFF					OFF
2300-0700 RELIEF					OFF	OFF	
2300-0700 RELIEF	OFF	OFF					OFF
0700-1500 SUPERVISOR	OFF	OFF					OFF
0700-1500			OFF	OFF			
0700-1500					OFF	OFF	
0700-1500 RELIEF	OFF	OFF					OFF
0700-1500 RELIEF			OFF	OFF			
RELIEF SUPERVISOR	OFF	OFF	1500-2300	1500-2300	2300-0700	2300-0700	OFF
1500-2300 SUPERVISOR			OFF	OFF			
1500-2300	OFF	OFF					OFF
1500-2300					OFF	OFF	
1500-2300 RELIEF			OFF	OFF			
1500-2300 RELIEF					OFF	OFF	
1800-0200			OFF	OFF			
1800-0200	OFF	OFF					OFF
LT						OFF	OFF
DETECTIVE						OFF	OFF
SRO						OFF	OFF

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PATROLS

WEEK # _____ WEEK 2 OF 6

DATE							
SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
100-0700 SUPERVISOR				OFF	OFF		
2300-0700		OFF	OFF				
2300-0700	OFF					OFF	OFF
2300-0700 RELIEF				OFF	OFF		
2300-0700 RELIEF	OFF					OFF	OFF
0700-1500 SUPERVISOR	OFF					OFF	OFF
0700-1500		OFF	OFF				
0700-1500				OFF	OFF		
0700-1500 RELIEF	OFF					OFF	OFF
0700-1500 RELIEF		OFF	OFF				
RELIEF SUPERVISOR	OFF	1500-2300	1500-2300	2300-0700	2300-0700	OFF	OFF
1500-2300 SUPERVISOR		OFF	OFF				
1500-2300	OFF					OFF	OFF
1500-2300				OFF	OFF		
1500-2300 RELIEF		OFF	OFF				
1500-2300 RELIEF				OFF	OFF		
1800-0200		OFF	OFF				
1800-0200	OFF					OFF	OFF
LT						OFF	OFF
DETECTIVE						OFF	OFF
SRO						OFF	OFF

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PATROLS

WEEK # _____ WEEK 3 OF 6

DATE							
SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
100-0700 SUPERVISOR			OFF	OFF			
2300-0700	OFF	OFF					OFF
2300-0700					OFF	OFF	
2300-0700 RELIEF			OFF	OFF			
2300-0700 RELIEF					OFF	OFF	
0700-1500 SUPERVISOR					OFF	OFF	
0700-1500	OFF	OFF					OFF
0700-1500			OFF	OFF			
0700-1500 RELIEF					OFF	OFF	
0700-1500 RELIEF	OFF	OFF					OFF
RELIEF SUPERVISOR	1500-2300	1500-2300	2300-0700	2300-0700	OFF	OFF	1500-2300
1500-2300 SUPERVISOR	OFF	OFF					OFF
1500-2300					OFF	OFF	
1500-2300			OFF	OFF			
1500-2300 RELIEF	OFF	OFF					OFF
1500-2300 RELIEF			OFF	OFF			
1800-0200	OFF	OFF					OFF
1800-0200					OFF	OFF	
LT						OFF	OFF
DETECTIVE						OFF	OFF
SRO						OFF	OFF

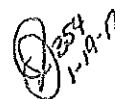
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PATROLS

WEEK # _____ WEEK 4 OF 6


DATE							
SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
100-0700 SUPERVISOR		OFF	OFF				
2300-0700	OFF					OFF	OFF
2300-0700				OFF	OFF		
2300-0700 RELIEF		OFF	OFF				
2300-0700 RELIEF				OFF	OFF		
0700-1500 SUPERVISOR				OFF	OFF		
0700-1500	OFF					OFF	OFF
0700-1500		OFF	OFF				
0700-1500 RELIEF				OFF	OFF		
0700-1500 RELIEF	OFF					OFF	OFF
RELIEF SUPERVISOR	1500-2300	2300-0700	2300-0700	OFF	OFF	1500-2300	1500-2300
1500-2300 SUPERVISOR	OFF					OFF	OFF
1500-2300				OFF	OFF		
1500-2300		OFF	OFF				
1500-2300 RELIEF	OFF					OFF	OFF
1500-2300 RELIEF		OFF	OFF				
1800-0200	OFF					OFF	OFF
1800-0200				OFF	OFF		
LT						OFF	OFF
DETECTIVE						OFF	OFF
SRO						OFF	OFF

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PATROLS

WEEK # _____ WEEK 5 OF 6

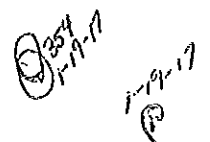
DATE							
SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
100-0700 SUPERVISOR	OFF	OFF					OFF
2300-0700					OFF	OFF	
2300-0700			OFF	OFF			
2300-0700 RELIEF	OFF	OFF					OFF
2300-0700 RELIEF			OFF	OFF			
0700-1500 SUPERVISOR			OFF	OFF			
0700-1500					OFF	OFF	
0700-1500	OFF	OFF					OFF
0700-1500 RELIEF			OFF	OFF			
0700-1500 RELIEF					OFF	OFF	
RELIEF SUPERVISOR	2300-0700	2300-0700	OFF	OFF	1500-2300	1500-2300	2300-0700
1500-2300 SUPERVISOR					OFF	OFF	
1500-2300			OFF	OFF			
1500-2300	OFF	OFF					OFF
1500-2300 RELIEF					OFF	OFF	
1500-2300 RELIEF	OFF	OFF					OFF
1800-0200					OFF	OFF	
1800-0200			OFF	OFF			
LT						OFF	OFF
DETECTIVE						OFF	OFF
SRO						OFF	OFF

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PATROLS

WEEK # _____ WEEK 6 OF 6

DATE							
SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
300-0700 SUPERVISOR	OFF					OFF	OFF
2300-0700				OFF	OFF		
2300-0700		OFF	OFF				
2300-0700 RELIEF	OFF					OFF	OFF
2300-0700 RELIEF		OFF	OFF				
0700-1500 SUPERVISOR		OFF	OFF				
0700-1500				OFF	OFF		
0700-1500	OFF					OFF	OFF
0700-1500 RELIEF		OFF	OFF				
0700-1500 RELIEF				OFF	OFF		
RELIEF SUPERVISOR	2300-0700	OFF	OFF	1500-2300	1500-2300	2300-0700	2300-0700
1500-2300 SUPERVISOR				OFF	OFF		
1500-2300		OFF	OFF				
1500-2300	OFF					OFF	OFF
1500-2300 RELIEF				OFF	OFF		
1500-2300 RELIEF	OFF					OFF	OFF
1800-0200					OFF	OFF	
1800-0200		OFF	OFF				
LT						OFF	OFF
DETECTIVE						OFF	OFF
SRO						OFF	OFF



APPENDIX III

TOWN OF SUFFIELD

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 insure 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 person 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 Beverages - means any beverage that has an alcoholic content.
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level 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 consumption of which is illegal.
- E. Ranking 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 #3, 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 reported 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
 - * an otherwise unexplained change in the officer's behavior or work performance
 - * an 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 ranking supervisor. The ranking supervisor shall decide whether to direct the officer to submit to testing. Prior to so deciding, the ranking supervisor shall meet with the officer. If such a meeting is held, the officer

may request Union assistance. However, the meeting 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 employee shall be given a brief verbal statement of the basis for reasonable suspicion and shall be subject to the conditions of Section 11 herein. A verbal directive to submit to a drug and/or alcohol test shall be confirmed 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, or consumed while on Police Department premises. The Police Department will invoke appropriate disciplinary action for any violations.
- B. Drinking 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 upon Police Department premises by any employee other than the employee (or members of the employee's immediate family) for 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 drugs which are logged as evidence in a timely manner.

- 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 substance which are brought into the Police Department by an officer(s) in the official performance of his/her duties for drugs which are logged as evidence in a timely manner.

SECTION 7. Procedures

The procedures of the Town of Guilfield's 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 place of assignment fit and able to perform his required duties and shall not by any improper act render himself unfit for duty.

SNIP 1: Any Supervisor who has reasonable suspicion that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve 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 process substance abuse cases.

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 confer with and advise the officer before and after the testing process, but shall not participate in the process in any way except as an observer. The interview/testing process will not be unreasonably delayed simply because a Union representative and/or 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 document the reasons and observations of the interviewers and to ascertain from the employee any recent use of prescribed drugs or non-prescribed drugs, or any indirect exposure to drugs that may result in a positive test.

STEP 4: If the interviewers document reasonable suspicion, then the employee will be given the following option(s):

- i. The employee may resign or retire, if eligible, without penalty or prejudice.
- ii. The employee can claim he/she is not under the influence of alcohol or illegal drugs.
- iii. If there is no criminal investigation pending, the employee can admit there is cause 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 discipline shall apply:

- a. The first offense shall result in an immediate two (2) day suspension without pay.
- b. Second or subsequent offenses shall be progressive based on Article XVIII, Section 5.

STEP 5: If the employee chooses paragraph (iii) in Step 4, the

If no EAP program exist 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:

- i. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug-testing shall be adhered to by any medical personnel administering drug-tests.
- ii. Medical personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area.
- iii. A pre-test interview¹ shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a positive test result. The officer shall cooperate with requests for information concerning use of medications and with other requirements of the testing process.
- iv. The bathroom facility of the testing area shall be private and secure.
 - a. The officer to be tested shall discharge before entering the bathroom facility, and be provided a light robe.
 - b. A medical care professional of the same sex as the employee may observe production of the urine sample.
- v. When the officer appears unable, or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances in the drug-test report form. The officer shall be permitted no more than five hours to give a urine sample, during which time he/she shall remain in the testing area, under observation. Reasonable amount of water may be given to the officer to encourage urination. If unable to urinate within two hours, the officer may elect to give a blood sample. Failure to submit a sample shall be considered a refusal to submit to a drug-test.
- vi. Specimens testing positive shall be securely stored by the Town for a period of up to one (1) year in accordance with the laboratories specifications and recommendations. In the event a legal/labor dispute arises, said sample may be tested by another laboratory mutually agreed upon.

¹ Such interview is separate and distinct from the interview referred to in Step 1.

vii. Specimen samples shall be sealed in State Department of Health approved collection evidence containers, labeled, and checked against the identity of the officer per State evidence procedures to ensure the results match the testing specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivered to the testing lab representative.

a. The officer shall have the option of requesting a split sample immediately or upon 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 employee's expense and one-half the Town's expense.

viii. Whenever there is reason to believe that the officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, utilizing the same procedure outlined in Section 7, Step 5, Subsection iv.

SECTION A. 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 dispositive; rather, it will be classified as confirmation pending. Notification of test results to the Chief of Police or other departmental designee shall be held until the confirmation test results are obtained.

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 tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel

utilized for testing will be certified as qualified to conduct urinalysis, or adequately trained in urinalysis procedures.

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

	Initial Test Level (ng/ml)
Marijuana metabolite.....	30
Cocaine metabolite.....	300
Opiate metabolite.....	300*
Phencyclidine.....	25
Amphetamine.....	1000

* 25 ng/ml 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:

	Confirmatory Test Level (ng/ml)
Marijuana metabolite.....	15 (1)
Cocaine metabolite.....	150 (2)
Opiate metabolite.....	100
Phencyclidine.....	25
Amphetamines:	
Amphetamine.....	500
Methamphetamine.....	500

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid.

(2) Benzoylcegonine.

- F. The collection facility shall collect void samples, and they shall utilize a laboratory capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis and hematology.
- G. Officers having negative test results shall receive a memorandum stating that no illegal drugs were found. If the officer request such, a copy of the letter will be placed in

the officer's personnel file.

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

SECTION 9. Chain of Evidence Storage

- A. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

SECTION 10. Drug-Test Results

- A. All records pertaining to department required drug tests shall remain confidential, and shall not be provided to other employers 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 the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.
- B. If the employee is ordered to submit to a testing for alcohol, the employee shall submit to a Breathalyzer test to be administered by an agent designated by the Chief. If the Breathalyzer tests positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test. Test results shall be based on the following levels:
- Less than .02% Blood Alcohol Content (BAC) shall be deemed negative; no action shall be taken.
 - .02% - .039% (BAC) shall result in the employee being released from duty without pay for the balance of the day.
 - .04% - .069% (BAC) the employee shall, within 14 days, enroll in an insurer-approved alcohol and/or substance abuse program and the disciplinary action will be as cited in Section 7, IV, 3 above.
 - .07% (BAC) or higher falls under Connecticut General Statutes (CGS) and/or progressive discipline as defined in Article XVII, Section 5.

SECTION 12.

- A. Employees will be provided test results and copies thereof.
- B. All medical records, including records pertaining to alcohol or drug tests or the therapy or rehabilitation efforts of drug or alcohol-dependant employees are protected as medically confidential. Information concerning drug screening 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 8, subsection (B) shall be mutually agreed to between the Town and the Union by July 1, 1996.

SECTION 14. Effective Date-Notice to Employees-State/Federal Law

- A. The policies set forth in this Substance Abuse Policy shall become effective on July 1, 1996. Each present employee will be furnished a copy of this 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, further, will provide training programs for Supervisors, and for three (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 employee shall have the right and 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 or 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 Cowd Date
First Selectman

FOR THE UNION

Wayne A. Gilbert Date
Director

Matthew Conway Date
Police Commission Chairman

Signature: [illegible]
Date: [illegible]

APPENDIX IV CANINE OFFICER

Section I

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

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.

 *mm*


7. This Memorandum of Understanding shall not serve as precedent or be considered a binding past practice as to this or any other matter between the Parties.

The Town of Suffield


By Melissa M. Mack

Date: 5/11/17

The Suffield Police Union - NIPSEU


By: Justin Fuller

Date: 05-11-2017

