

TOWN OF SUFFIELD

AND

**SUFFIELD POLICE UNION,
FRATERNAL ORDER OF POLICE, LODGE 48 (FOP)**

Effective July 1, 2022 through June 30, 2025

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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, Fraternal Order of Police, Lodge 48 (FOP) 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.

A full time Animal Control Officer will be a member of the Union and have all the rights and responsibilities enumerated in the contract. The work schedule will be determined by the Chief of Police and will facilitate the operations of the ACO. The pay schedule will be included in this contract.

A School Resource Officer will be selected by the Chief of Police and work within the Suffield Public Schools. The operation of the SRO will be determined by the Chief of Police and the MOU with the Suffield Public Schools. The schedule for the SRO will be determined by the Chief of Police in coordination with the Suffield Public Schools.

Section 2. Union Security

For the purposes of this agreement, the bargaining unit shall consist of all regular uniformed and investigatory employees including patrol officers, detectives, sergeants, lieutenants, animal control officer(s) and supernumerary officers 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 I.

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

Section 2. Probationary Periods and Rate Changes

A. Officer

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

B. Sergeant and Lieutenant

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

C. Lateral Officer Hires

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

Section 3. Outside Duty Assignments

A. Town Funded Organization

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

B. Private Organizations

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

than four (4) hours and ends early, the officer will be paid for the total number of hours originally scheduled. For all private duty jobs occurring from 6:00 p.m. to 6:00 a.m., Saturdays, Sundays, or holidays (as defined in the contract), officers will be paid at double the hourly rate of the position the officer normally works.

Outside duty assignments for any private organization, firm or agency that takes place on public roadways in the Town shall require the hiring of a Suffield police officer. If the assignment cannot be staffed by a Suffield police officer, it will be staffed in the following order:

1. Certified police officer(s) from another municipality
2. The Suffield ACO, if certified by the CT DOT
3. A flagger, if certified by the CT DOT

C. Cancellations

In the event the outside duty assignment is canceled by any organization, firm or agency, the assigned officer shall be paid for the entire time period for which the job was originally posted at the aforesaid rate if the organization, firm or agency, fails to notify the police department at least four (4) hours prior to the scheduled starting time of said officer.

Section 4.

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

Section 5.

Field Training Officers shall be paid an additional two (2) hours of overtime pay when he/she performs Field Training Officer functions for a minimum of four (4) hours or more.

Section 6.

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

**ARTICLE IV
HOLIDAYS**

Section 1.

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

New Year's Day	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*

Section 2.

- A. One (1) regular Officer who works on each shift on the holiday above, with the exception of the floating holiday, shall be paid time and one-half (1½) for that shift and be granted another day off in lieu of the holiday. For holidays designated in Section 1 with an asterisk (*) the holiday premium shall be paid at double time in addition to the holiday pay.
- B. If an employee's scheduled day off falls on a holiday and he/she works that holiday, then he/she shall receive another day off, or if the holiday falls on an employee's scheduled day off, then he/she shall receive another day off in lieu of the holiday.
- C. In the event a sworn member is scheduled to work a holiday identified above and the member falls ill and is unable to work the holiday, a sick day shall not be used for leave purposes.

Section 3.

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

- A. That at least one (1) regular officer is scheduled on each shift.
- B. That the most senior officer scheduled for the holiday be provided the opportunity to work the holiday, and if declined, offer the shift to the next senior officer scheduled until such times as it reaches the least senior of the regular officers, who shall be required to work the holiday.
- C. Remaining holiday shifts shall be offered to regular sworn officers at the time and one-half rate on a rotational basis. If the shift has not been filled after offering it to the regular officers, the shift shall be offered to supernumerary

officers. If no supernumerary officers are available, the shift(s) 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 4.

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

**ARTICLE V
SICK LEAVE**

Section 1.

- A. Each regular employee shall be granted ten (10) sick days per year, which shall not be cumulative.
- B. The Town shall compensate each bargaining unit member for 100% of the sick days authorized under this provision but not used by the employee.

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

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

- C. All employees shall be covered by a Short Term Disability (STD) and Long Term Disability (LTD) Plan which shall be administered by the Town, and paid for by employees. Payment shall be made through payroll deductions upon the written authorization of each employee on a form designated by the insurer. The parties agree that, just as Union dues are treated as a condition of employment, the STD and LTD deductions also shall be treated as a condition of employment. Each employee shall be compensated a gross monthly dollar amount, which amount shall be equal to the gross dollar amount of his portion

of the monthly premium for his coverage under this Section. Since that gross dollar amount shall be subject to state/federal withholding, any difference needed to pay the full premium amount shall be deducted from the remaining portion of the employee's paycheck. If, as a result of tax law revisions, STD/LTD benefits become taxable income, despite the fact that the premiums are being paid through employee payroll deductions, then the parties agree to reopen the provisions regarding the method by which premiums are paid.

- D. STD benefits shall be payable on the first day of a non-job related injury or on the eighth calendar day after the onset of an illness, whichever is applicable. Upon request of the Department Head, verification of such injury or illness shall be provided (in connection with sick pay or disability insurance benefits).
- E. STD benefits shall continue for up to twenty-six (26) weeks for each separate occurrence of illness or injury per fiscal year. STD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage plus sixty percent (60%) of the employee's average overtime worked in the three full calendar months previous to the disability.
- F. STD benefits shall be supplemented by the Town up to one hundred dollars (\$100.00) per week, so long as the total of the STD benefits and the one hundred dollars (\$100.00) or portion thereof, does not exceed the employee's regular weekly wage, plus overtime. The \$100.00 supplemental payment from the Town begins on day one for an injury or on day eight for an illness.
- G. LTD benefits shall become payable if total disability continues beyond twenty-six weeks (at which point STD benefits shall cease). LTD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage (not to include overtime worked or any other compensation). LTD benefits shall continue up until the date of eligibility for Social Security retirement benefits, or until the employee's Normal Retirement Date (or Early Retirement Date, if the employee elects an Early Retirement) under the Pension Plan, or until the employee receives a Disability Retirement under the Pension Plan, or until disallowed by the LTD policy, whichever occurs sooner.
- H. It is agreed that STD and LTD benefits shall be payable and administered in accordance with the carrier's policy. There shall be no change in benefit payments made without prior negotiations with the Union. However, any administrative changes which do not significantly impact upon the employees shall not require prior negotiations with the Union.
- I. The parties agree to reopen the STD/LTD provisions of the Agreement if the premiums increase in cost by 50% or more, or if unforeseen administrative

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

- J. (1) Employees shall receive credited service for Pension Plan purposes for any period of time in which they receive STD benefits, so long as they continue to make their pension contributions during such period. For purposes of calculating the average final compensation ("AFC") under the Pension Plan, the periods of time during which employees receive STD benefits shall be treated as though the employees were receiving their regular weekly wages under the wage appendices in this Agreement.
- (2) Employees shall not receive credited service for Pension Plan purposes for any period of time in which they receive LTD benefits and such period of time and benefit payments shall not be used in calculating the employee's average final compensation.
- (3) It is understood that once an employee satisfies the eligibility for benefit requirements under the Pension Plan or the LTD policy, benefits may be payable in accordance with said plan or policy regardless of whether actual employment is terminated.
- K. The Town shall provide job security for each employee while that employee is on short-term disability and/or long-term disability for a period up to twelve (12) months or equal to the illness, whichever is less.
- L. The Town shall make reasonable efforts to encourage the STD/LTD insurance carrier to provide payment within two weeks. Both parties acknowledge that the payment schedule is subject to carrier approval, and the cooperation of the employee and the attending physician.

Section 2.

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

Section 3.

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

Section 4.

- A. Sick leave shall not be considered a privilege which an employee may use at his/her discretion to supplement vacation time, but shall be allowed only in case of employee's sickness and disability.
- B. Earned sick leave days may be used by the officer to care for the illness or disability of a member of the employee's immediate family. "Immediate family" is defined as an officer's spouse, children, parent or any family member residing in the officer's household.

Section 5.

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

Section 6.

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

Section 7.

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

**ARTICLE VI
VACATIONS**

Section 1.

- A. The vacation schedule for all full-time employees of the police department shall be as follows:
- A. Employed at least six (6) months but less than one (1) Year - five (5) vacation days.
 - B. Employed one (1) year but less than five (5) years - ten (10) vacation days.
 - C. Employed five (5) years but less than eight (8) years – fifteen (15) Vacation days.
 - D. Employed eight (8) years but less than twenty (20) years – twenty (20) vacation days.
 - E. Employed twenty (20) years and over - twenty-five (25) vacation days.
 - F. Employees with the rank of sergeant and above shall be granted an additional five (5) vacation days in addition to the days provided in A-E, above.
 - G. For the purpose of vacation benefits, employees must reach their anniversary date of hire to receive credit for a complete year.

Section 2.

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

- A. Vacation bidding consists of three (3) separate bid procedures:
- 1. Yearly bidding for vacations;

2. Twelve-week roster cycle for single/multiple day use; and
 3. Single use days with prior notice.
- B. Personal and sick leave are not included in these procedures.
- C. Vacation days, or days off, can be canceled at any time under emergency circumstances at the discretion of the Chief or designee.
- D. Yearly vacation bidding will be pursuant to the following procedure:

Vacation bids will be posted at two time periods for each fiscal year. May 1 through May 30 for the entire next fiscal year, and again November 1 through November 30 for the remaining open (unbid) weeks of the fiscal year.

Bids during these window periods will be by seniority.

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

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

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

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

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

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

previously bid vacation time.

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

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

When the cycle is posted, all pre-approved vacation weeks (four consecutive days) that were pre-bid and approved as set forth in the "Yearly Vacation Bids" procedure will be marked off.

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

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

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

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

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

Section 3.

The Chief of Police may limit the number of employees on vacation at any one time because of the operating requirements of the police department. If an emergency

makes adherence to the vacation schedule impractical or undesirable, vacation leave may be postponed at the discretion of the Chief or designee.

Section 4.

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

Section 5.

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

**ARTICLE VII
CLOTHING, CLEANING, UNIFORMS, EQUIPMENT**

Section 1.

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

Police badges	hat badges
Police I.D. cards	tie clip
name tags	collar brass
patches	emblems
pins	neck tie
uniform decorations as required	hat
raincoat	rain hat cover
sweater	reflective traffic vest
jacket	uniform shirts, long and short sleeve
pistol	pistol holster
pistol magazines (6)	turtleneck (SPD)
duty belt and accessories	O.C. (Pepper spray)
O.C. (Pepper spray) holder	belt keepers
impact implement	uniform pants
ammunition source holder (s)	handcuffs

impact implement holder
portable radio carrier
portable radio
ammunition (replaced at least once annually)
flashlight consistent with modern police standards
NIJ-approved body armor

handcuff case
trouser belt

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

Any full-time officer assigned to the detective bureau or plain clothes assignment for

one or more full years shall receive an annual reimbursement of receipted clothing expenses up to six hundred fifty (\$650.00) per fiscal year. Reimbursement shall be made on or before July 31st following the fiscal year ending June 30.

Section 7.

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

**ARTICLE VIII
INSURANCE**

Section 1.

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

Premium Cost Share High Deductible Health Plan:

Effective July 1, 2022 - fourteen percent (14%)
Effective July 1, 2023 – fourteen and a half percent (14.5%)
Effective July 1, 2024 – fifteen percent (15%)

Premium Cost Share Dental Plan:

Effective July 1, 2022– twenty percent (20%)
Effective July 1, 2023 – twenty one percent (21%)
Effective July 1, 2024 – twenty two percent (22%)

Deductibles:

\$2000 Single/\$4000 Family (2 or more)

Deductible Contribution:

Effective July 1, 2022 – 40% Town/60% Employee
Effective July 1, 2023 – 40% Town/60% Employee
Effective July 1, 2024 – 40% Town/60% Employee

Cost Savings Measures:

Rx Co-Pays after deductible: \$5/\$30/\$45
Rx Co-Pays after deductible mail order for three month supply: \$5/\$60/\$90

Accredo Specialty Pharmacy: Mandatory mail order for certain specialty drugs to treat cancer and diseases like Parkinson's

Health Matters Care Management: Pre-certification required for inpatient admissions and certain outpatient procedures including outpatient surgery, MRI, CT scans, PET scans, musculoskeletal/pain management, i.e. spinal and epidural injections

ASH Medical Management: Authorization required after five (5) visits for physical therapy, occupational therapy and chiropractic care (*NOTE: this provision may only be implemented by the Town after all bargaining units agree*)

- B. A life insurance policy for the amount of fifty thousand dollars (\$50,000) in case of death, and which provided for double indemnity, one hundred thousand dollars (\$100,000), in case of accidental death, the benefits of which will be paid regardless of other benefits received to the employee's stated beneficiaries.
- C. The Town is free to select any reputable Insurance Carrier licensed to do business in the State of Connecticut and to advertise the plans in this Article to the marketplace periodically for competitive bid, so long as such plans provide benefits equal to or better to those benefits in the current plans.

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

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

Deductible \$50 Individual/\$150 Family (waived for Preventive Care
Applies to Type II Basic Care and Type III Major Care
only)

Maximum \$1000 per person/Calendar year

Orthodontia Rider \$1000 per Lifetime Maximum

Dependent Children Maximum Age Limit Age 19 or 23 if Student

- E. The terms of the Medical and Dental Plan, as codified herein will be effective for the duration of this contract.
- F. All employees must elect the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The features of this plan include:

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

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

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

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

Section 2.

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

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

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

25 years and over of accredited service - 100% paid

20-25 years of accredited service - 85% paid

15-20 years of accredited service - 75% paid

10-15 years of accredited service - 50% paid

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

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

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

Section 3.

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

**ARTICLE IX
SAFETY OF THE PUBLIC AND POLICE OFFICERS**

Section 1.

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

- i. No officer shall be required to operate a vehicle in the performance of any police function when in the judgment of the Police Commission or the Chief of Police a vehicle has acquired sufficient mileage so as to make further operations unsafe.
- ii. At all times, all mechanical equipment, including tires on police vehicles, shall be kept in good order and safe condition. If a defect exists of major proportion, then such vehicle shall be removed from service until the defect has been corrected except in cases of extreme emergency.
- iii. It is the responsibility of whomever operated the vehicle to bring the defect to the attention of a supervisor immediately.

Section 2.

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

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

Section 3.

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

Section 4.

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

**ARTICLE X
REPLACEMENT, WAGES, WORK SCHEDULE AND
OVERTIME**

Section 1.

- A. Sworn officers in order of seniority as defined in Article XIX of this Agreement will have preference over supernumerary officers for all vacancies. Opportunities to fill such overtime will include the Detective and School Resource Officer with the members of the Patrol Division, in order of seniority. Overtime shall be allocated among officers on a fair and reasonable basis, as governed by a rotational list.
- B. The number of supernumerary officers employed by the Town at any given time shall be no more than three (3).
- C. Overtime for patrol shifts, in adherence to A above, will be filled as follows:
 - 1. If the patrol overtime cannot be filled by a patrol officer, a Sergeant will have preference for the overtime shift.
 - 2. If the patrol overtime cannot be filled by a Sergeant, a Lieutenant will have preference for the overtime shift.
 - 3. Overtime shall be allocated among officers on a fair and reasonable basis, as governed by a rotational list.
- D. Supervisory Overtime
 - 1. Supervisors shall be given preference for all shift overtime created as a result of a supervisor utilizing their accrued time. A supervisor shall be defined as a Sergeant or Lieutenant.
 - 2. If the supervisory overtime cannot be filled by a supervisor, patrol officers as outlined in Section A will fill all supervisory patrol shift vacancies.

E. Suffield Public Schools Overtime

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

F. Lieutenant's Role in Overtime

1. Any employee serving in the role of Lieutenant will be subject to overtime order-in for both patrol shift overtime and Sergeant shift overtime as all other uniformed personnel, if the Lieutenant is on the active overtime call-out roster meaning he/she can submit for and be granted overtime for these two scenarios.
2. Any Lieutenant may opt out of being on the call-out roster for Patrol and Sergeant overtime. This means while the Lieutenant cannot request and be awarded any of the above detailed shift overtime, the Lieutenant is similarly removed from the order-in roster and thus is ineligible to be ordered in.
3. Any Lieutenant who has selected this opt-out option, may accept Patrol and/or Sergeant overtime in the event the shift overtime opportunity has been refused by all other members and will result in the forced order-in of another member.
4. This opt-out option may be instituted, changed or removed by any Lieutenant at the start of any new overtime rotation which occurs every twelve weeks (at which time overtime eligibility is "zeroed out" for all employees).
5. Any Lieutenant requesting to opt-out must do so in writing to the Chief or designee, who will review the request and authorize or deny the request in writing, within fourteen (14) days of the Lieutenant's written request.
6. This option exists to provide the Lieutenant(s), who work an administrative schedule, to be exempt from overtime order-in which may hamper his/her ability to perform the administrative duties required of the position of Lieutenant.

Section 2.

- A. The normally scheduled work week shall be five consecutive days on with two consecutive days off, followed by four consecutive days on with two consecutive days off. Shifts shall be eight hours. Effective on or about July 1, 2023, the normally scheduled work week shall be four consecutive days on with two consecutive days off. Shifts shall be eight and a half (8 ½) hours. Effective upon

the schedule change, accrued days and use of accrued time off will remain calculated as "days".

- B. All regular officers who work in excess of a normally scheduled work week, based on the attached roster schedule (Appendix II) shall be compensated at time and one-half (1 ½) of the prevailing hourly rate of said employee.
- C. Officers called to headquarters for special assignments shall receive a four (4) hour minimum at the appropriate rate of pay if the assignment is less than four (4) hours. Supernumerary officers shall be paid the scheduled hourly rate for all hours worked which is applicable to their assignment. They shall be subject to the four (4) hour minimum if called to duty.
- D. All otherwise authorized work performed in excess of the normally scheduled work week shall not be subject to a minimum, but rather will be paid for all hours actually worked.
- E. Supervisors and senior officers shall make every effort to ensure no officer is required to work beyond his/her scheduled tour of duty.
- F. No member of the bargaining unit will work more than eighteen (18) consecutive hours in any twenty-four (24) hour period without the authorization of the Chief of Police or designee.
- G. All overtime work must be pre-approved by the Chief or designee.

Section 3.

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

Employees may exchange shifts on a limited basis, provided the Chief of Police or his designee is advised and approves of such exchanges. Employees shall not exchange shifts in order to make assignment swaps on a continued basis. Police officers may swap shifts by obtaining prior approval of the Chief of Police or designee, and such approval shall not be unreasonably denied provided that officers comply with the following:

- A. Officers shall request permission forty-eight (48) hours prior to the swap unless an emergency situation occurs.
- B. Shift swapping shall not be utilized to avoid use of sick time if an

employee is sick.

- C. There shall be no financial burden placed upon the Town as a result of a swap.
- D. At the time of the requesting permission to swap, both of the shifts to be exchanged shall be identified.
- E. The swap shall be completed within a twelve (12) week period.
- F. Shift swapping shall be entirely voluntary between employees, and management shall be under no obligation to facilitate such an exchange.
- G. Officers shall not continually exchange shifts to avoid assigned shifts.

Section 4.

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

Section 5. Required Court Appearances

Whenever an employee is summoned, or required, while in an official capacity as a member of the Suffield Police Department while off duty to appear as a witness in court, whether on a criminal matter or at any official hearing conducted by the State Department of Motor Vehicles, Liquor Control Commission, or Department of Children and Families, Firearms Permit Board of Examiners, Board of Education expulsion hearing, or required to appear by any other summons for anything with a nexus to official duties of the Suffield Police Department, except when said employee is a claimant against the Town or is participating as a witness on behalf of the Union or another employee against the Town, shall be compensated by the Town for the entire time spent at the rate of time and one-half for all hours outside normal work hours. If the appearance is four (4) hours or less, the officer shall be compensated for a four (4) hour minimum.

Section 6. Compensatory Time

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

- A. Covered by officers working during the period that an officer uses compensatory time as long as minimum staffing is required.
- B. Daytime and evening supervisors may fill in for compensatory vacancies in their respective time periods.
- C. Use of Compensatory Time

1. An officer wishing to utilize compensatory time shall submit a written request, to the shift supervisor (Captain, Lieutenant, or Sergeant) for the time off at least 72 hours prior to the time period requested time off.
2. Such request shall be approved or denied within 8 hours of the submission.
3. Short notice request (six hours or less use of compensatory time) shall be granted at the discretion of the shift supervisor.
4. The 72 hour advance notice may be waived when a situation arises that is an EXTREME emergency for which the officer was unable to plan or anticipate.
5. Management reserves the right to deny request for use of compensatory time when it disrupts the operation of the police department; when the time period cannot be replaced by part-time officers, schedule officers or supervisors; or where it anticipated that all working manpower will be needed to cover an ongoing or pending work load.
6. There will be no conversion of compensatory time to money except at retirement or discontinuance of employment.
7. During the year accrued compensatory time shall be used in a timely manner so as not to have an excessive amount to use prior to the end of the fiscal year. A maximum of 80 hours may be accumulated at any time in any given fiscal year. Bargaining unit members will be allowed to carry over a maximum of 40 hours of accrued compensatory time from year to year.

D. Choice of Compensation

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

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

Section 7. Daylight Savings Time

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

Section 8. Report Writing

Report writing is acknowledged to be part of an employee's regular duties and shall be performed during the regular eight and a half (8.5) hour shift unless otherwise authorized by a supervisor or command staff member.

**ARTICLE XI
FUNERAL LEAVE**

Section 1.

Funeral leave shall be granted to regular employees up to four (4) 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, stepchild, grandchild, or father-in-law, mother-in-law or any other person regularly domiciled in the household.

Section 2.

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

**ARTICLE XII
RETIREMENT**

Section 1.

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

Section 2.

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

For employees hired on or after January 1, 2012 the Town will provide a Defined Contribution Plan for retirement purposes. Employees will be required to contribute a

minimum of five percent (5%) of the employee's annual base salary and may contribute up to the maximum allowed by law. The Town will match the employee's contributions at 100% to a maximum amount equal to seven percent (7%) of the employee's annual base salary. Effective July 1, 2023, the employer match will be increased to a maximum of eight percent (8%) of the employee's annual base salary. Effective July 1, 2024, the employer match will be increased to a maximum of eight and a half percent (8.5%) of the employee's annual base salary. Employees must be employed at least five years before they "vest" in the Defined Contribution Plan, i.e. are entitled to the Town's contributions in the event employment is terminated.

Section 3. DEFINITIONS

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

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

Section 4. CREDITED SERVICE

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

Section 5. BENEFIT ELIGIBILITY

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

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

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

Section 6. ACCRUED BENEFITS AND RETIREMENT BENEFITS

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

Section 7. DEATH BENEFITS

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

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

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

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

Section 8. DISABILITY

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

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

Section 9. PARTICIPANT CONTRIBUTIONS

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

**ARTICLE XIII
CONVERSION OF VACATION AND SICK DAYS**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1.

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

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

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

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

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

Section 2.

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

Section 3.

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

Section 4.

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

**ARTICLE XV
DISCIPLINARY ACTION**

Section 1.

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

Section 2.

If any such disciplinary action is taken by the Chief of Police, the employee so disciplined, or the Union may appeal said action to the Board of Police Commissioners by filing a request for a hearing to the Chairman of such Board within seven (7) calendar days after such disciplinary action is taken. Upon receipt of such written request, the Board shall determine the date and time for such hearing not less

than seven (7) calendar days nor more than thirty (30) calendar days after receipt of said request and give notice of such date and time to the appealing employee. Said employee may be represented by counsel at said hearing and the hearing, at mutual agreement of the Board and the employee, may be closed to all except the Board members, members of the Board of Selectmen, Town Counsel, the employee, his/her counsel, witnesses and one (1) Union representative. The Board will render its decision in writing to said employee not more than five (5) calendar days after completion of said hearing.

Section 3.

If the disciplined officer or the Union is not satisfied with the decision of the Board after the hearing, they may within twenty-one (21) days after receipt of the decision of said Board, file notice of appeal to the Connecticut State Board of Mediation and Arbitration for arbitration of said matter, which notice of appeal shall provide that all cost will be borne equally by the Town and the Union. The decision of the arbitrator shall be final and binding upon both parties and neither shall have the right to appeal from said decision.

Section 4.

If disciplinary action is initially taken by the Board of Police Commissioners after hearing in accordance with Section 2. above, then the disciplined officer or Union may appeal directly to the Connecticut State Board of Mediation and Arbitration as provided in Section 3. above.

Section 5. Progressive Discipline

The parties jointly recognize the deterrent value of disciplinary action. Accordingly, wherever appropriate, the Suffield Police Department will follow these guidelines:

- (a) Take prompt corrective action within a reasonable time after discovery of substandard performance or improper conduct;
- (b) Apply discipline with a view toward uniformity and consistency of punishment;
- (c) In the area of inefficient or incompetent performance, oral reprimands and constructive criticism should ordinarily precede formal disciplinary procedures; however, no such warning is necessary with respect to neglect of duty, insubordination or willful misconduct.

Nothing in this Section shall prohibit the employer from bypassing progressive discipline when the nature of the offense requires, or from applying disciplinary action to differing degrees. The failure of the employer to apply progressive discipline in any case shall not by itself be deemed arbitrary, capricious, or discriminatory.

Disciplinary records shall be retained within the parameters of the State Records Retention Act.

Section 6.

All complaints against the Suffield Police Department and/or employee conduct shall be accepted and documented, regardless of whether the filed complaint is in writing, verbally in person, by mail, by telephone (or TDD), by facsimile or electronically, or anonymously. Any such complaint shall contain the particular description of the acts complained of. The complaint shall be provided within two (2) business days to the Union President and the employee if non-criminal in nature. An investigation shall be initiated by the Chief of Police in a timely manner. Should any formal charges be made against the employee and disciplinary action taken, the employee may appeal the action in a hearing before the Suffield Police Commission. This policy may be amended from time to time to reflect changes in the "Mandatory Uniform Policy Concerning Complaints that Allege Misconduct by Law Enforcement Agency Personnel" as adopted by Police Officer Standards and Training Council and Connecticut General Statutes 7-294bb.

**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
At least 60 credits	\$600
At least 90 credits	\$800
At least 120 credits	\$1,000

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

Section 5.

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

Section 6.

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

Section 7.

- A. Full-time members of the department that are accepted into a degree program at an accredited institution of higher learning which maintains a degree program in criminal justice or law enforcement, shall be reimbursed by the Town for up to \$150.00 per credit hour for up to 13 credit hours per fiscal year to the extent that the full cost of tuition is not covered by Title I of the Omnibus Crime Control and Safe Streets Act of 1968, or any other state or federal grant, or other reimbursement. The Town shall not be liable for any travel expense, room and board, books, lab fees, student fees or supplies. Reimbursement shall not be paid unless the employee achieves a grade of "C" or better and presents a copy of their transcript and canceled check or receipt for the cost of the tuition.
- B. Application for tuition reimbursement will be made in advance of the course start date and applications will be received on a first come, first served basis.
- C. All reimbursements will be approved based upon availability of funds for tuition reimbursement, up to a maximum of \$5,000 per contract year.
- D. An Officer enrolling in a college course only offered during his/her current work shift may bid a different shift at the discretion of the Chief of Police which is least disruptive to the Department. Displacement of Officers will be based on seniority.

Section 8.

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

Section 9.

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

**ARTICLE XVIII
GENERAL**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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 7.

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 8.

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.

Section 9.

A full-time permanent employee who is a member of the armed forces of the United States or any reserve or National Guard component of the armed forces of the United States shall be entitled to military leave as required for such service per the Uniformed Services Employment and Reemployment Rights Act (USERRA) as established and updated by the Federal Government. During such leave the employee's position shall be held, and the employee shall be credited with such time for seniority purposes.

The Employer Support of the Guard and Reserve (ESGR) will be an organization recognized by both parties as a resource for any concerns regarding military leave. <https://www.esgr.mil/>

Section 10.

Nothing in this Agreement shall restrict an individual's right to be self-employed or to be employed by someone other than the Town of Suffield Police Department, so long as such employment does not create a conflict of interest or impair the officer's performance in their regular duties. The employee shall notify the Chief of Police in writing with a letter requesting authorization for outside employment. The letter shall include a job description that outlines the nature and location of the employment. The Chief of Police will have the sole discretion of approval and outside employment may be denied; however, the Chief will consult with the Union President before issuing a final decision in this regard. No officer shall begin outside employment until receiving approval from the Chief of Police. The bargaining unit member will submit the request in writing to ensure that the Suffield Police Department is aware and a copy of all requests will be placed in the members' Official Personnel File. Any change in outside job duties and/or outside employer shall be reported to the Chief and may require the submission of a new authorization for outside employment.

**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.

The Town of Suffield and the Suffield Police Department Administration shall administer all promotional examinations in a fair and equitable manner, using modern administrative practices. In the event of a supervisory 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 shall mean length of service as of the date of the first phase of the testing process, in the following rank:

- Lieutenant vacancy - 3 years or more as a sergeant in the Suffield Police Department.
- Sergeant vacancy - 4 years or more as a patrol officer in the Suffield Police Department.

Section 3.

All test components shall be mutually agreed to between the Town and the Union. All applicants shall receive the same test.

Section 4.

The vacancy shall be filled by the employee who attains the highest final score; however, an employee needs a combined score of 70% or better on all exam components to be considered for promotion.

- A. The exam components will be based on the Suffield Police Department policies, procedures, operational standards and knowledge of employment contracts. The test may also be based on State of Connecticut law and court cases that apply to Connecticut law enforcement officers.

Section 5.

The promotional candidate list shall remain active for one (1) year from the date of its promulgation. Any future vacancies shall be filled in descending order of test scores.

Section 6.

Lieutenant's and Sergeant's Promotional Criteria

- A. Process:

1. The selected testing firm will administer the agreed upon exam component(s) and score them according to the standard. The selected company will then furnish the Chairman of the Police Commission and the Chief of Police with a list of these names who took the test. A copy of this letter shall also be mailed to the Union President, or his designee, at their residence. No scores will be provided.
2. In the event that an assessment center or oral board is in the agreed upon testing process, the board shall consist of 3 persons who hold the rank of Lieutenant or higher, if a Lieutenant slot is being considered, or Sergeant or higher, if a Sergeant slot is being considered, and may come from police agencies which do not deal with Suffield Police personnel on a regular basis. Each member of the oral board shall evaluate the candidate using the pre-determined scoring matrix. The designated Chairman of the assessment center or oral board shall provide the final scores to the testing firm. Scores for each interview shall be totaled according to the selected testing firm's standards.
3. The managerial staff, including the existing Sergeants, Lieutenant(s), Captain(s) and Chief shall complete an evaluation form rating those candidates who passed the selected testing component(s). These evaluations and the pre-determined scoring matrix will be part of the agreed upon testing process as outlined in Section 4 above.
4. An Oral Board shall then be convened by the Police Commission who shall interview the candidates and rate them in ascending order from 0-5 with 5 being the most favorable rating and 0 being the least favorable rating. The Commission shall then add the total raw scores and divide the total by the number of Police Commissioners present. The Chairman of the Police Commissioner shall then provide these final scores to the Chief of Police.
5. The Chief of Police will determine point(s) awarded 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 determined by the agreed upon testing process to achieve total points awarded. Points will be calculated to include portions of a year in $\frac{1}{4}$ year increments.
6. The total score for each candidate shall be calculated to arrive at

the candidate's final score. The final scores shall be mailed to the Chief of Police, Chairman of the Suffield Police Commission and the Union President, or his/her designee.

7. The top scoring candidate shall receive the promotion to the rank of sergeant or lieutenant. When an employee is promoted, such position shall be considered probationary for a period of one (1) year. In the event the employee does not successfully pass the probationary period, the affected employee shall be returned to the employee's previous rank with no loss of benefits or seniority that the employee would otherwise have had if not promoted.

- B. The above procedure replaces a previously agreed upon procedure which was dated December 21, 2015.

ARTICLE XXI EVALUATIONS

Section 1: The performance of each member of the bargaining unit shall be evaluated twice annually. Performance evaluations shall be based on work performance. The evaluation form shall contain a section for employee comments.

Section 2: The evaluation, to be conducted by the employee's immediate supervisor (also known as the "rating supervisor"), shall serve as departmental measurement of performance. Evaluations shall be conducted by a rating supervisor who has observed, in a supervisory capacity, the employee's performance for a preponderance of their work time. If this is not the case, the evaluator shall note and consider the period of observation. If the immediate supervisor has less than three months of observation, the previous supervisor, if available and if they have observed the employee for more than six months, shall conduct the evaluation; if the previous supervisor is not available, the Lieutenant or Administrative Captain, in consultation with the immediate supervisor, shall conduct the evaluation. Consistent standards of evaluation shall be made known to the bargaining unit and all evaluators. Evaluators shall make a good faith effort to apply such standards uniformly in all evaluations.

Section 3: Only the fiscal year annual evaluation will be maintained in the bargaining unit member's official personnel file. In the event of an unsatisfactory overall rating the previous evaluation shall be attached to the final evaluation.

Section 4. When an employee is rated unsatisfactorily in any category, the rating supervisor shall state the reason(s) for such rating and shall, if practicable, suggest means of improvement.

Section 5. After the evaluation is made, the employee shall be given a copy. If the employee's performance has been rated unsatisfactory in one or more factors, then the rating supervisor and the employee must meet to discuss the evaluation. If no unsatisfactory ratings

have been received, either the rating supervisor or the employee may require a discussion.

Section 6. Anything lower than a satisfactory on an annual service rating may be grieved in accordance with the grievance and arbitration provisions of this Agreement. In any such arbitration, the arbitrator shall not substitute their judgment or that of the evaluator absent evidence that the evaluator exercised their judgment arbitrarily or capriciously.

Section 7. No evaluation will impact bargaining unit member's pay or seniority rights.

Section 8. Evaluations shall be used by the Chief of Police as a component in any selection process for promotion or specialized assignment.

**ARTICLE XXII
DURATION OF AGREEMENT**

Section 1.

Except as otherwise provided, the effective date of this Agreement shall be July 1, 2022, and it shall remain in effect for three (3) years or until June 30, 2025.

Section 2.

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

Section 3.

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

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

Section 4.

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

By the Town:



Colin Moll, First Selectman

Date: 4/28/2023

By the Union:



Justin Fuller, Union President

Date: 04/28/2023

**APPENDIX I
SALARY TABLE**

Effective and retroactive to July 1, 2022, there shall be a two and three quarters percent (2.75%) general wage increase plus a one percent (1%) law enforcement incentive for all Patrol Officers and ACO.

Employee	Hourly Rate
ACO	\$28.80
Probationary Officer	\$ 32.29
Grade D Officer	\$ 33.92
Grade C Officer	\$ 35.53
Grade B Officer	\$ 38.76
Grade A Officer	\$ 42.43

Effective July 1, 2023, there shall be a two and three quarters percent (2.75%) general wage increase for all Patrol Officers and ACO.

Employee	Hourly Rate
ACO	\$29.59
Probationary Officer	\$ 33.18
Grade D Officer	\$ 34.85
Grade C Officer	\$ 36.51
Grade B Officer	\$ 39.83
Grade A Officer	\$ 43.60

Effective and retroactive to July 1, 2024, there shall be a two and a half percent (2.5%) general wage increase for all Patrol Officers and ACO.

Employee	Hourly Rate
ACO	\$30.33
Probationary Officer	\$ 34.01
Grade D Officer	\$ 35.72
Grade C Officer	\$ 37.42
Grade B Officer	\$ 40.83
Grade A Officer	\$ 44.69

Effective and retroactive to July 1, 2022, there shall be a two and three quarters percent (2.75%) general wage increase plus a one percent (1%) law enforcement incentive for all Sergeants, Lieutenants and Supernumerary Officers.

Employee	Hourly Rate
Sergeant Grade B	\$ 44.20
Sergeant Grade A	\$ 47.98
Lieutenant	\$ 51.62
Supernumerary Officer	\$ 32.06

Effective July 1, 2023, there shall be a two and a three quarters percent (2.75%) general wage increase for all Sergeants, Lieutenants and Supernumerary Officers

Employee	Hourly Rate
Sergeant Grade B	\$ 45.42
Sergeant Grade A	\$ 49.30
Lieutenant	\$ 53.04
Supernumerary Officer	\$ 32.94

Effective July 1, 2024, there shall be a two and a half percent (2.5%) general wage increase for all Sergeants, Lieutenants and Supernumerary Officers

Employee	Hourly Rate
Sergeant Grade B	\$ 46.56
Sergeant Grade A	\$ 50.53
Lieutenant	\$ 54.37
Supernumerary Officer	\$ 33.76

APPENDIX II
PATROL WORK SHIFT SCHEDULE

- A. The regular hours of work each day for the patrol division shall be consecutive except for any authorized interruptions.
- B. The work schedule shall consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off, followed by four (4) consecutive eight (8) hour days with two (2) consecutive days off, with the cycle then repeating, except for normal schedule changes in accordance with normal rotation practice. Effective on or about July 1, 2023, the work schedule shall consist of four (4) consecutive days on with two (2) consecutive days off, with shifts consisting of eight and a half (8.5) hours. This schedule will not allow for the assigning of permanent days off.
- C. The work schedule shall consist of three shifts known as the day shift, evening shift and midnight shift. Day shift patrol officer positions shall start at 0700 hours and end at 1530 hours; evening shift patrol officer positions shall start at 1500 hours and end at 2330 hours; and midnight shift patrol officer positions shall start at 2300 hours and end at 0730 hours. All shifts shall also include relief positions which shall be filled in accordance with the seniority bid process. Seniority shall be the basic criteria used in establishing shift selection requests to all affected personnel. Seniority is defined in Article XIX of this agreement.
- D. There shall be a bid shift system of designating work schedules. The system deals only with the hours of work within the Patrol Division. The designating work schedules shall ensure that minimum staffing levels, pursuant to contractual agreements, are met. The bid shift system will be based on a rotating twelve (12) week cycle. The Chief of Police or his designee shall prepare and post the work roster at least five (5) weeks in advance and employees may exchange shifts on a limited basis, provided prior approval is granted by the Chief of Police or his designee. Shifts shall be filled by seniority bidding for each cycle. The work schedule (roster) bid sheets shall be posted ten (10) days prior to the preparation and posting of the following cycle.
- E. The roster shall become the work schedule for the members of the bargaining unit for the duration of this contract. This work schedule may be evaluated, by either side, at any time during the duration of this contract for the purpose of modifications and/or change. The Chief of Police, on behalf of the Town, and designated representatives, on behalf of the Union will meet prior to any changes and will work amicably toward a mutual compromise to address any change if so needed. If after discussion and should either side be unwilling to reach an accord, then the above existing work schedule shall remain intact for the duration of this contract.
- F. The Chief of Police or his designee may change employee shift assignments for

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

APPENDIX III SUBSTANCE ABUSE POLICY

Section 1. Purpose/Policy

The Suffield Police Department recognizes the need to establish and maintain a safe and healthy working environment for all employees and to protect the public. The Suffield Police Department strives to insure the reputation of the agency and its police officers as good and responsible citizens worthy of public trust. We are committed to reducing the potential for incidents of accidental injury to persons or property, to reduce absenteeism, tardiness and indifferent job performance. Most importantly, to provide assistance towards the rehabilitation of any employee who seeks help in overcoming the illness of addiction to, dependence upon or problem with the abuse of alcohol or drugs that impact the quality of their lives and their job performance.

Section 2. State/Federal Law

1. It is mutually understood and agreed that the Town reserves the right to undertake random drug testing should the same be required by law.
2. These policies will be implemented in a manner that will comply with all applicable Federal and State laws. Drug and alcohol testing will be done in accordance with Police Department policies and procedures and in accordance with state statutory requirements.

Section 3. Testing Based Upon Reasonable Suspicion

1. "Reasonable suspicion" is understood to mean when the 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 under the influence of drugs and/or alcohol. See appropriate section(s) of the Suffield Police Department policies and procedures.

**APPENDIX IV
CANINE OFFICER**

Section I

- A. The selection process for any canine handler authorized to work for the Town of Suffield will be determined by the Chief of Police and will meet the pre-screening requirements of the training authority. The Officer must pass the training course as set forth by the canine training authority.
- B. The canine officer will be scheduled to work the prescribed patrol shift as a patrol officer at their regular rate of pay on a shift as directed by the Chief of Police. The Canine Officer may bid within the prescribed shift based on seniority.
- C. 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.
- D. The canine officer will receive a vehicle to take home to transport the canine to and from work, other related training, veterinarian appointments, emergencies, and other related canine occurrences.
- E. 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.
- G. The Town will supply funding for the canine's supplies which may consist of, but not be limited to, flea treatments and cleaning supplies.
- H. The Town will provide all necessary equipment for the canine and will replace all equipment when it becomes damaged or no longer is safe.
- I. 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.
- J. The Town will allow the canine handler to attend required training and recertification, provided it is pre-approved by the Chief of Police.
- K. 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

Section 1

The Detective will be selected by a process that is mutually agreed upon by both the Town and the Union.

Section 2

The Detective will work an Administrative Schedule to facilitate thorough and timely investigations. The Detective will be available to report to work at any time if required for the investigation of significant incidents.

Section 3

In the event that Patrol staffing for the Suffield Police Department falls below thirteen (13) sworn members, the Detective position may be temporarily reassigned to Patrol to maintain the safety of the Officers and the public. The position will be reinstated once sufficient hiring has been done, the hired personnel have completed all required training, and in the opinion of the Chief of Police and the Field Training Officer Supervisor the hired officers are competent to serve in an independent patrol capacity.

Section 4

The Officer that was in the Detective Bureau will have the right of first refusal when the Detective position is reinstated when staffing levels allow. In the event the Officer chooses not to return to the Detective Bureau a replacement will be chosen using the mutually agreed upon process.

Section 5

In the event that the Detective is temporarily reassigned to patrol for the reasons set forth in Section 3 above, the Detective shall retain all pay and benefits afforded to the Officer in the position of Detective, including but not limited to the assigned take-home vehicle. Under these circumstances the Detective may continue to be assigned detective duties and shall be eligible for overtime assignments routinely requiring a detective.

