

AGREEMENT
BETWEEN
THE TOWN OF EAST HAMPTON
AND
EAST HAMPTON POLICE UNION, LOCAL #2407,
COUNCIL 4, AFSCME, AFL-CIO
JULY 1, 2017 - JUNE 30, 2020

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ARTICLE I
RECOGNITION AND UNIT DESCRIPTION

Section 1- Definition of Bargaining Unit

The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all employees of the Unit. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

Section 2 - Composition of Bargaining Unit

The bargaining unit for the purposes of this Agreement shall be full-time police officers and detectives of the Town, below the rank of Lieutenant, and the full-time animal control officers, excluding civilian employees, crossing guards and the Chief of Police.

Section 3 - New and/or Changed Classifications

If new classifications are established by the Town and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the Town shall forward the new or changed class and proposed wage scale to the Union for review. The contract will then be opened for the sole purpose of negotiating a wage for the class, only if requested by the Union.

ARTICLE II
UNION SECURITY

Section 1- Agency Shop

As a condition of employment, all employees shall become members of the Union, or pay an agency service fee. Upon completion of the probation period, this shall apply to new employees.

Section 2 - Dues Deduction

The Town agrees to deduct from the pay of all employees covered herein, who authorize such deductions from their wages, such dues and initiation fees and agency fees as may be fixed by the Union and allowed by statute. Agency fees shall not exceed Union dues currently in effect and shall be determined by the Union. The agency fee shall be determined on a yearly basis by September 15th of each contract year.

The Town will remit to the Union amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. Such deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will save the Town harmless from any claims for damages by reason of carrying out the provisions of this Agreement concerning the assignment of wages for such dues and fees, as hereinbefore mentioned.

Section 3 - Anti-Discrimination

Discrimination There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or non-membership or because of any activity permissible under the Law and this Agreement. Each employee has and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union; such rights shall include the right to participation in the management of the Union, acting for the Union as an officer or representative and presenting their views to the public, to officials of the Town or Department, to the Town meeting or members of the media or state legislature. The State Board of Labor Relations shall have exclusive jurisdiction over alleged violations of this provision.

Section 4 - Work Rules

Maintenance of Benefits All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement shall remain in effect for the duration of this Agreement, unless negotiated otherwise by the parties upon request.

Section 5 - Shop Stewards

To provide employees with reasonable access to Union representation, the Union may appoint certain employees to serve in the capacity of Steward. Said steward may receive, investigate, and process complaints or grievances of employees. When the nature of the grievance requires immediate action stewards may be permitted to leave their regular work area upon request to their supervisor. Such requests shall not be unreasonably denied.

Section 6 - Bulletin Boards

The Employer agrees that the Union shall have adequate space made available in a conspicuous location in the Police Headquarters building for the purpose of posting notices and information to members of the Union. The bulletin board shall be provided by the Union and at all times shall remain the property of the Union.

Section 7 - Office Space

The Employer agrees to allow the Union to use, from time to time, a suitable location at the Police Station in order to handle employee grievances and complaints. The Employer also agrees to allow the Union to use the police facility as a mailing address, and to use the police facility as the seat of the Union for conducting business.

ARTICLE III
UNION AND REPRESENTATION

Section 1- Recognition of Officers

The Town agrees to recognize the duly elected officers and representatives of the Union.

Section 2 - Union Leave

Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the Town. The Town shall not recognize anyone other than those listed on the certified list when transacting official business with the Union. The Union shall be responsible for providing the Town with any changes to the list.

Each representative will be expected to perform his duties on his own time during shifts the representative is not scheduled to work. However, it is recognized that from time to time it will be necessary for Union activities to be carried out during scheduled shifts the representative is scheduled to work, for example, investigation and processing of complaints, disputes, and grievances, and attendance at executive board and general meetings.

For such Union activities, an aggregate of forty-eight (48) hours per contract year may be used by authorized representatives of the Union during scheduled work time (Monday through Friday) to fulfill the necessary duties (provided, however, contract negotiations are not included as an activity permitted to be carried out during an employee's scheduled work time). Accordingly, if a duty requires two (2) hours, the representative will be released to perform the duties for two (2) hours and then return to his/her assignment.

It is further recognized that there are reasonable limited deviations from this provision such as posting of Union notices that require a minimal period of time to engage in.

Where such activities are necessary or reasonable to be performed during a shift the representative is scheduled to work (as determined by mutual agreement between the Town and the Union), the activities may be done without loss of pay to the representative involved. All Union activity will be reported on the appropriate time reporting form.

Section 3

The Police Chief and officials or representatives of the Union are encouraged to meet at any time to informally discuss matters of concern and/or interest to either party.

Section 4 - Access to Employer Information

The Employer and the Union shall make available to each other upon reasonable request any information, statistics, and records, in their possession relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, exempting information that is privileged, confidential or not lawfully available under the Freedom of Information Act. Each side agrees

that it will furnish sufficient information as to the relevancy of their request. The Employer agrees to furnish the Union one (1) copy of all future amendments and revisions to the Department's General Orders, Special Orders, Memorandums, or the Employer's Personnel Rules.

Section 5 - Personnel Orders

The Employer will provide the Union with copies of all personnel orders as soon as the orders are issued. As used in this section, "personnel orders" will be defined as all written notices of actual disciplinary actions, notices of intent; to take disciplinary action, transfer notices, promotion notices and termination notices.

**ARTICLE IV
MANAGEMENT RIGHTS**

Section 1- General

Unless expressly limited by a specific section of this Agreement, the rights, powers, and authority held by the Town of East Hampton, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, general or special acts of the legislature, town ordinance, regulation or other type of lawful provisions over matters involving the East Hampton Police Department, including but not limited to, full control over the polices, practices, procedures and regulations with respect to employees of the Department covered by this Agreement, shall remain vested solely and exclusively in the Town of East Hampton.

**ARTICLE V
RULES AND REGULATIONS**

Section 1- Town Provides

The Town agrees to provide the Union and all members of the bargaining unit up-to-date copies of all Department rules and regulations upon request. Future changes or amendments which are mandatory subjects of collective bargaining shall be negotiated with the Union before becoming effective.

**ARTICLE VI
NO STRIKE/LOCKOUT**

Section 1- General

The Union and the employees expressly agree that during the term of this Agreement, there will be no strikes, slowdowns, picketing, work stoppages, mass absenteeism or similar forms of interference with the operation of the Department. The Town agrees there shall be no lockout of any employees covered under this Agreement for the duration of this contract.

ARTICLE VII
COPIES OF CONTRACT

Section 1- General

The Town shall give all members of the bargaining unit a copy of this Agreement.

ARTICLE VIII
STABILITY OF AGREEMENT

Section 1- General

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

Section 2 - Savings Clause

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 the Agreement.

ARTICLE IX
NEGOTIATING TEAM

Section 1- Negotiating Team

Up to two (2) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty. No overtime pay shall be considered or granted for such purpose.

ARTICLE X
HOURS OF WORK

Section 1- a. 4-2 Schedule

The normal workweek for all full-time regular officers shall consist of four (4) working days of eight and one-half (8½) hours per day, with two (2) consecutive days off. The work schedule shall be posted at least fifteen (15) days in advance and consist of a one (1) month schedule. The foregoing shall not be construed as a guarantee of a forty (40) hour workweek.

Section 2 - Pay Period

The pay period shall be from Sunday through Saturday.

Section 3 - Special Positions

The normal workweek for newly hired officers not yet certified by the Municipal Police Training Council shall be Monday through Friday and shall consist of five (5) working days, forty (40) hours per week with two (2) consecutive days off until such time as they enter the field training officer phase of the program. Upon entering the field training officer phase of the program, new employees shall work a 4-2 schedule and an eight and one-half (8½) hour work shift.

Section 4 - Forty Hour Pay Week

All officers on a 4-2 schedule shall be required to work an eight and one-half (8½) hour work shift. Officers will be paid for forty (40) hours each week.

Section 5 - Minimum Staffing

The Town agrees to maintain the current complement of three (3) Sergeants and ten (10) patrol officers for the duration of this contract. All vacancies will be filled within six (6) months. Notwithstanding the above, should the Town lay off any sworn police officer; the Town will automatically guarantee a minimum staff of two (2) officers on all shifts. Effective July 1, 1997, the Town agrees that the minimum staffing requirement of two (2) certified officers for each shift shall be followed.

Section 6 - Bid Shift

- A. The employees shall bid their shifts among the established shifts every six (6) months in accordance with seniority. Patrol officers shall bid patrol officer slots and Sergeants shall bid Sergeant slots.
- B. The sign-up list will be posted one (1) month prior to the effective date, if possible, for sign up. There shall be fifteen (15) days allowed for sign-up. Officers will sign-up by indicating their first, second and their choice of two (2) shifts. Officers shall work the shifts in one (1) month increments.

Once the fifteen (15) days of the sign-up period expire, should there be any officer(s) who have not signed up for a shift, the Chief or his designee may assign the empty slots.

The Chief or his designee shall determine the number of positions available for each shift, and will always have at least two (2) officers scheduled for work at the same time.

- E. Once the schedule has been bid upon and posted the Chief cannot make changes to the schedule except by mutual agreement between the Town and the Union. **In** accommodating a bid schedule change, the Town will not pay overtime unless the employee works in excess of forty-three (43) hours in a single pay period.
- F. One (1) officer may be substituted for another provided the following is adhered to:

1. The request is submitted, in writing, to the Chief or his designee at least eight (8) hours prior to the proposed substitution.
2. Substitutions shall not impose additional costs to the Town.
3. The substitution is approved by the Chief or his designee, which shall not be unreasonably withheld.
4. Substitutions may be made for an entire month or any part thereof
5. Sergeants may substitute with patrolmen only with the approval of the Chief.

Section 7 - Time between Shifts

There shall be a minimum of fifteen and one-half (15^{1/2}) hours between shifts.

**ARTICLE XI
COMPENSATION AND BENEFITS**

Section 1- Salaries

Wage rates effective July 1, 2017 are set forth in Appendix A attached hereto, and made a part hereof. The salary schedules and longevity pay schedule in Appendix A shall be in effect for the duration of this Agreement with wage rates adjusted on the dates specified.

Section 2 - Probation

The normal probationary period for all new employees shall be from date of hire until twelve (12) months from the date of graduation from the P.O.S.T. Academy. If the new employee is a certified officer and does not need to attend the P.O.S.T. Academy, the probationary period shall be twelve (12) months from the date of commencement of employment at the department. The employee shall be notified in writing of any change from this probationary status. At the completion of the normal probationary period, the employee shall advance to regular status subject to the Department's rules regarding probation. The Chief may, at his discretion, extend the probationary period for an additional six (6) months. Upon completing all probationary periods, a new employee shall be placed, at the chief's discretion, up to that step which reflects his or her years of service as a certified police officer. It is understood that an employee on probation has no access to the grievance procedure for claims under Article XXVI (Disciplinary Action).

Section 3 - Training

Any employee who is required to attend in-service training or schooling in excess of his regularly scheduled work day or workweek shall be paid for all hours while attending said class at his regular hourly rate.

Meetings with supervisory personnel shall be considered training sessions. Employees attending training while on duty shall return when training and travel hours do not equal their work shift.

Section 4 - Promotion Probation

When an employee is promoted to a higher rank within the bargaining unit, there shall be a probationary period of six (6) months at the new rank. The Chief of Police may extend the probationary period but, in no event will the total probationary period be longer than twelve (12) months. If, during the probationary period, the Chief determines that the employee is not performing satisfactorily, he shall inform the employee in writing that he is to be returned to the employee's former rank. If an employee is promoted to a grade that pays less he will continue to receive his previous higher pay.

Section 5 - Working Out of Class

Whenever a patrolman is required to perform the duties of a Sergeant, the patrolman shall be compensated at the Sergeant's starting salary

Section 6 — Field Training Officer

Whenever an officer is assigned to act as a Field Training Officer, he shall receive a stipend of two hundred fifty dollars (\$250.00) per trainee for such assignment, provided the assignment is for a minimum of ten (10) days per trainee.

Section 7 — Canine Handler

- A. The Chief may, at his or her discretion, create a canine handler position. Such position shall be filled by a bargaining unit member.

The position shall remain in effect until the canine utilized by the Town ends its tour of duty with the Town through retirement, death, permanent disability, loss of certification or is deemed unfit for duty by the Chief of Police, the Connecticut State Police Canine Training Unit or by a certified veterinarian.

Additionally, the position may be discontinued by the Town at its' discretion. In the event the Town discontinues the position, absent exigency, the Union and impacted officer will be provided with a minimum of thirty (30) calendar days' written notice. If the position is discontinued by the Town, the officer will return to his/her former position.

The following terms and conditions shall apply specifically to the canine handler position:

- B. Appointment to the canine handler position shall be in accordance with the following:

- Only officers below the rank of Sergeant shall be eligible for the position, provided, however, in the event that the officer actively filling the position is promoted to the position of Sergeant, he/she may continue to serve as the canine handler, upon approval of the Chief of Police.
- Officers applying for the position of canine handler must have completed a minimum of three (3) years as a Patrol officer for the Town by the first day of the canine academy.
- The position and test announcements will be made thirty (30) calendar days prior to the first step of the selection/testing process.
- o Officers interested in the position must submit a written request to the Chief of Police within ten (10) days after the position has been posted.

C. The following criteria shall be utilized by the Town as part of determining the list of eligible candidates from the Officers who have submitted a written request for the position.

Officers who apply for the position may not have:

- exhibited an abuse of sick leave defined as sustained allegation(s) of sick leave abuse; and
- substantiated complaints of the use of excessive force.

Officers who apply for the position must:

- demonstrate that he or she is proficient in report writing and hand record keeping;
 - exhibit a calm professional manner in addressing stressful situations;
- be able to pass the Connecticut State Police (Canine Training Academy) qualification agility test;
- possess a genuine interest in canines and a strong desire to work with police canines;
 - be willing to provide suitable living quarters and properly care for the canine's daily needs at home;
 - make a commitment to the program for the service life of the canine; and
 - The handler will be willing to have a kennel professionally installed at the one (1) time cost to the Town not to exceed one thousand dollars (\$1,000.00) on his or

her property with the understanding that removal of the kennel will be at the cost of the canine handler.

Additionally, the applicant's spouse/co-habitants must be willing to accept the canine and the canine officer's commitment to the program. The applicant's spouse/co-habitant should not have any allergies connected to animals.

D. Officers who meet the criteria set forth in B and C above, shall be eligible to participate in the selection/testing process.

The selection/testing process shall be in accordance with the following:

The testing process shall be a three (3) prong test comprised of the following:

- o 1st: Physical agility (as part of the physical agility portion of the process, the candidate must pass the Copper Fitness Test or the candidate will be disqualified from the process);
- o 2nd: Panel Interview (K9 Instructor or handler, Training Sergeant and community member);
- o 3rd: Chief's Interview (the interview may involve a canine breeder home visit).

The agility portion of the testing process shall account for fifty percent (50%) of the candidate's score. The Panel Interview portion of the testing process shall account for thirty percent (30%) of the candidate's score. The Chief's Interview portion of the testing process shall account for twenty percent (20%) of the candidate's score.

E. The officer with the highest overall score (with a minimum score of seventy (70) on each prong of the test) shall be selected for the position.

If no officer attains the minimum of score of seventy (70) on each prong of the test (or if no officer applies for and meets the criteria under B and C above), the Town may open the process to non-probationary bargaining unit employees (including sergeants).

F. The canine handler's compensation shall be in accordance with the following:

- The canine handler will receive a bi-weekly stipend that will total an aggregate amount equal to three percent (3%) of that officer's annual base salary. Call volume permitting, the canine handler will be allowed sufficient time while on duty to maintain the canine.
- The Town will be responsible for all of the canine's medical care, food and equipment as long as the canine is "in service."

- Ⓢ Call backs will be in two (2) hour increments at the applicable overtime rate when the call back is specific to the canine handler function.

The Town will provide a vehicle to transport the canine (portal to portal, training and medical care).

- G. Once enrolled in the training program, the canine handler will be exempt from order in unless he or she volunteers for a private duty assignment on a day off from training.

While enrolled in training the canine handler will follow the schedule of the training academy with respect to shift and day on/off rotation. Once the canine handler has successfully completed the training program, he or she will be exempt from the bidding process on the next bidding cycle and will assume a straight evening shift assignment but will be subject to order in per the Union contract.

Section 8 — Officer in Charge

On or around September 1st on an annual basis, the Union President will advise the Chief of Police of the names of the officers who are willing to act as the Officer in Charge during his/her respective shift.

During the period between September 1st and August 30th, if an officer decides that he/she no longer desires to act as an Officer in Charge, he/she shall advise the Chief of Police in writing.

During the period between September 1st and August 30th, if an officer decides that he/she would like to act as an Officer in Charge, it shall be at the Chief of Police's discretion whether to assign such duties to the officer.

Officers shall be paid the Sergeant's starting rate of pay in lieu of the officer's hourly rate of pay for serving as an Officer in Charge only when they meet all of the following criteria:

- a. There is no Sergeant or the Chief working on the shift.

The Chief will be considered to be "working on the shift" when it is during his or her regularly scheduled work day (using the Town Hall hours), he or she is within thirty (30) minutes (by car) from Town and he or she is available by either phone or radio contact;

- b. The officer must be the senior officer on the shift (unless the senior officer declines in accordance with section 1 above; then the Officer in Charge assignment shall be offered to the other officers who have agreed to act as the Officer in Charge who are on duty during the shift in question in descending order of seniority); and

- c. The Officer in Charge must be responsible for the shift and activity on the shift expected of an Officer in Charge (as determined by the Chief).

Such responsibilities shall include:

- o Assign patrols, report unscheduled tardiness or absences to the platoon sergeant or Chief;
- Share "shift turnover information";
- Direct patrol units to the field in prompt fashion;
- Read and Sign book is up to date by shift personnel;
- When warranted, contact a sergeant or Chief, for all major incidents;
- When feasible, evaluate pursuits for termination and terminate pursuits if circumstances dictate said action;
- Confinn that:
 - o Shift personnel have all issued equipment (i.e. - side arm/long arm, Taser, ballistic vest, cover and protective gloves);
 - o Shift personnel report to work in a professional appearance;
 - o Patrol vehicles being used on shift are in good working order and sufficiently fueled;
 - o The workload is evenly distributed; and
 - o Press releases for significant arrests likely to cause media interest or significant news worthy incidents are prepared and disseminated.

In the event that two (2) rookies (as defined below) are the only officers scheduled to and work the same shift, the Town will post an overtime opportunity for a Sergeant or senior officer to work as the Officer in Charge for the shift.

Such overtime opportunities shall be offered by rotation of the senior officers.

For purposes of the language set forth herein, a "rookie" shall be defined as an officer with less than three (3) years of experience as a police officer.

ARTICLE XII **OVERTIME**

Section 1- Authorization

All overtime and outside work must be approved by the Chief of Police or his designee.

Section 2 - Rate of Pay

Time and one-half (1^{1/2}) of the applicable hourly rate shall be paid for all work done in excess of the employee's regularly scheduled work hours in any one day, or for all hours worked on an employee's day off.

Section 3 - Schedule Change Prohibition

Employees hereunder shall not be required to suspend work in the regular hours to absorb overtime, nor shall schedules be changed for the purposes of avoiding the payment of overtime.

Section 4 - Call Back/Call-In

Overtime rates shall be paid for not less than four (4) hours to any employee called back to work for any duty not continuous with his regular work day. Recall occurs when an employee has left his work on his regular work shift or tour of duty or is an employee who is recalled on a scheduled day off. An employee called back to work, which entitles the employee to receive four (4) hours of minimum pay, may be required to work four (4) hours. Call-in occurs when an employee is called to work prior to and continuous with his regularly scheduled shift. He shall be paid for the time worked at the appropriate overtime rate. Holdovers shall be paid for the time so worked at the appropriate overtime rate.

Section 5 - Notifications

Scheduled overtime shall be posted for all employees in the bargaining unit on a fair and equal basis. Employees shall have the option of declining voluntary overtime, except in case of emergency.

Section 6 - Order Ins

In cases of emergency, the vacancy will be filled according to the overtime list; the employee with the least amount of overtime hours currently working will fill the first half of the vacancy and the employee with the least amount of overtime hours that will be working the next shift will come in early to fill the second half of the vacancy. In the event the employee cannot be contacted, the next employee on the list (hour wise) will be called to fill the vacancy until the vacancy is filled. The term "emergency" for purposes of Article XII, Section 6 shall be defined as: (1) acts of God; (2) an accident requiring reconstruction or substantial investigative effort; (3) a state of emergency declared by the Town Manager, state or federal government; (4) a felony necessitating additional officers; (5) a kidnapping or missing, endangered person search; (6) where legitimate public safety is at risk (provided the "public safety" definition shall not be used by the Town in a manner where a reasonable person would not agree that public safety is at risk); (7) to maintain minimum staffing; or (8) in response to a Blue Plan Activation.

Section 7 - Overtime System

1. There shall be kept a list of total accumulated overtime hours. Any overtime job that becomes available will be posted as soon as the job is received. Officers may sign up for the jobs as they become available, and there shall be no reserving of any job. The officer having the lowest amount of total accumulated overtime hours may claim the job. The overtime list shall be updated at the end of each week.

2. If a job is already signed for by an officer having a higher amount of accumulated hours then the officers having fewer hours will have the privilege to replace the higher officer. This shall be known as bumping.
3. No officer may bump another within twelve (12) hours of the start of any job. If an officer does bump another it is the responsibility of the bumper to notify the bumpee in a timely manner. Accepted practices are, but not limited to: personal contact, telephone, answering machines, and notes left where they will be reasonably found. If the bumper does not properly notify the bumpee then the original officer will still be considered to have the job. Should an officer refuse a job during a call-out that officer may not later bump an officer, that accepted the job.
4. In the event that a job is posted with less than twenty four (24) hours before its start, a call-out will be conducted to allow all officers a chance at the job. Call-out will be conducted by the Chief's designee receiving notice of the job. Call-out will start with the officer having the lowest amount of accumulated hours and progress upwards. If two officers have the same amount of hours the senior officer will be considered as having the least hours.
5. Call-outs will be conducted by telephone (via a text message or a telephone call), personal contact or by Department radio. The call-out results will be posted on the overtime list. A no contact will be posted as a "NC." (No Contact). If an officer is not available to work due to being sick, on vacation, etc. a "N.A." (Not Available) will be entered.

If an officer has signed up for voluntary private duty overtime within the Town that overlaps shift overtime being called out, the officer will be considered N.A. for that call out. Consequently, the officer will be ineligible to be ordered in regardless of his/her hours on the overtime list.

In the event that no other officer is able to be ordered in, said officer may be pulled from the private duty overtime in order to be ordered in.

An officer may refuse a call-out, however, he will not be credited with any hours for the refused call-out. When a call-out is made and a properly working answering machine responds (or the call goes to voice mail on the officer's cell phone), a message shall be left on the machine, if possible, listing the day and time of the call and that an overtime assignment is available. An officer's failure to respond to the message and take the overtime assignment prior to the next call being made shall constitute a "no contact." No call-out will be conducted within thirty (30) minutes of the start of any shift, unless in an emergency.

If an officer accepts/signs for a job and for any reason cancels within twenty four (24) hours, the cancelling officer shall be charged with the amount of hours the job was for

and a call-out will be conducted. This subsection shall not apply to duty related responsibilities, i.e., court subpoenas, etc., which shall be priority.

7. In the event that a new officer is eligible for overtime, or an officer on temporary duty or leave for at least three (3) months returns to normal duty then these officers will be entered onto the overtime list by crediting them the average number of hours of the bottom four (4) officers. The bottom four (4) officers shall be defined as the four (4) officers who are currently available to work overtime on the call out list excluding the officer who is being averaged back onto the list.

Section 8 - Compensatory Time

Payment for overtime hours shall be by either pay or overtime compensatory time at the employee's option, which shall be exercised at the time earned. Overtime compensatory time shall be earned and accumulated at the rate of one and one-half (1½) hours for each overtime hour worked, with a maximum of forty (40) hours allowed to be accumulated at any one time. Employees requesting use of a compensation day (earned via overtime compensatory time) must make such request in writing at least twenty-four (24) hours prior to the requested day off. Use of overtime compensatory time shall not be granted if it creates an overtime situation. The taking of overtime compensatory time in less than eight and one-half (8½) hour increments shall not be allowed if it violates the minimum staffing during the mandated staffing hours. Employees may cash in any amount of earned overtime compensatory time upon written request. Payment will be made in the next regular pay period at a straight time rate of pay.

Section 9 - Special Services/Private Duty

The rate of pay for any special service/private duty job shall be time and one-half (1½) of the employee's regular rate, with the exception of jobs falling on weekends and holidays for which double time shall be paid.

Jobs shall be charged in 4.0 increments.

In the event a job is cancelled with less than two (2) hours notification to the Department by the contractor, the officer scheduled for such job shall receive a minimum of four (4) hours pay at the prescribed rate for the job.

Section 10 - Meal Allowance

During emergency situations, or when an officer is ordered to work two (2) continuous shifts back to back, the officer shall be paid for meals while on overtime work, furnishing receipts, not more than the following:

Breakfast	\$4.50
Lunch	\$5.00
Supper	\$7.00

In order to qualify for a paid meal period, an employee must be on overtime duty as outlined above.

Section 11 — Mutual Aid Overtime System

Private duty and patrol shift in East Hampton shall take precedence over any private duty job in a surrounding town.

No bargaining unit member shall be permitted to work a private duty job in a surrounding town if there is an open patrol shift or private duty job available and unfilled in the Town of East Hampton.

When a private duty job is available in a surrounding town and the conditions above have been met, it shall be first offered to a bargaining unit member on the overtime list for whom the shift would occur on his/her regularly scheduled day off.

ARTICLE XIII
HOLIDAYS

Section 1- Holidays

The following days shall be considered holidays:

New Year's Day (January 1 st)	Independence Day (July 4 th)
Martin Luther King Day	Labor Day (1 st Monday in September)
President's Day	Columbus Day
Good Friday (Friday before Easter)	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

Section 2 - Holiday Work Rate

All holidays shall be credited on the observed day. Any employee working on a holiday shall receive the rate of time and one-half (1^{1/2}) for the hours worked and shall, in addition, receive either eight and one-half (8%) straight time pay based on his/her hourly rate or an additional holiday credited at the employee's option as holiday compensatory time. In addition, members of the bargaining unit will receive double time for any overtime worked on the following four (4) holidays:

1. Christmas Day;
2. Thanksgiving Day;
3. Independence Day (4th of July); and
4. Easter Sunday

Section 3 - Unanticipated Holidays and Town Hall Closure

In addition to the language set forth below, when any time off with pay may be allowed other East Hampton municipal employees as the result of an unanticipated holiday or day of mourning, the employees shall either be given extra time off or shall receive additional pay in lieu of such time off, at the employee's option.

In the event that Town Hall is closed due inclement weather, road closures, power outages, a state of emergency or other emergencies and the Town authorizes time off with pay for all other Town employees, officers scheduled to work on such days (the twenty-four (24) hour calendar day that encompasses the closure) shall receive eight and one-half (8%) hours of "weather related leave time" (credited at straight time) to be used by June 30th of such contract year.

If the officer is unable to use the eight and one-half (8%) hours of weather related leave time by the June 30th date, he will receive eight and one-half (8%) hours of straight time pay.

Employees requesting use of weather related leave time must make such request in writing at least twenty-four (24) hours prior to the requested day off. Weather related leave time shall not be granted if it creates an overtime situation. The taking of weather related leave time in less than eight and one-half (8%) hour increments shall not be allowed if it violates the minimum staffing during the mandated staffing hours.

Section 4 - Holiday Day Off Work Rate

When any of the aforementioned holidays fall on an employee's scheduled day off or during his vacation, the employee shall receive, in addition to his regular compensation, an additional eight and one-half (8%) hours straight pay based on his hourly rate.

Section 5 - Holiday Compensatory Time

Notwithstanding any provision of this agreement or practice to the contrary, in the event a member of the bargaining unit selects holiday compensatory time in lieu of overtime payment at the time earned in accordance with Article XIII, Section 2, a member of the bargaining unit may accumulate a maximum of eighty hours (80) hours of holiday compensatory time.

If a member of the bargaining unit selects holiday compensatory time in lieu of: overtime payment at the time earned, such holiday compensatory time may not be paid at a later date as a cash disbursement; rather, holiday compensatory time may only be used as paid time off to be used on a later date.

**ARTICLE XIV
VACATIONS**

Section 1- Vacation Schedule

Upon completion of the enumerated years of service set forth below as of the employee's anniversary date in a bargaining unit position covered by this Agreement, the employee shall be entitled to annual paid vacation as follows:

0 year to 1 year	0 vacation days
1 year of completed service to 3 years of completed service	10 vacation days
4 years of completed service to 5 years of completed service	12 vacation days
6 years of completed service to 8 years of completed service	15 vacation days
9 years of completed service to 10 years of completed service	17 vacation days
11 years of completed service to 15 years of completed service	20 vacation days
Over 15 years of completed service	25 vacation days

A lateral transfer is eligible for five (5) vacation days during his/her first year of service with the Town in a bargaining unit position covered by this Agreement upon being a Post Certified Connecticut Police Officer. If the police officer leaves the Town's employment during his/her first year of service with the Town (regardless of the reason), any paid vacation days taken by the officer will be deducted from his/her last paycheck.

Section 2 - Vacation Choice

Vacation choice shall be made by seniority with each employee entitled to take two (2) weeks during the prime vacation time, June 1st through September 15th, subject to Section 1.

Section 3 - Requests

All employees must submit requests for vacation time to the Scheduling Officer five (5) days in advance for approval. The Chief may, at its discretion, approve vacation time when said five (5) days advance notice is not given. Vacation time may be taken in no less than one-half ('A) day increments at the employee's option.

Section 4 - Vacation Pay

Vacation pay, at the employee's option, may be paid in advance upon ten (10) days notice in writing to the Chief of Police.

Section 5 - Vacation Sick Leave

In the event an employee on vacation is hospitalized, said days in the hospital shall be charged to sick leave and not vacation, provided he has accumulated sick time available.

Section 6 - Vacation Accumulation

Employees shall be allowed to accumulate unused vacation leave from year to year to a maximum of thirty (30) days, with all days grandfathered that have been accumulated to the effective date of the new contract.

Section 7 - Personal Leave

Each employee shall be granted four (4) personal leave days per fiscal year which may be used for personal business at the option of the employee. No employee shall accumulate more than four (4) personal leave days in a fiscal year. Notice for a personal day shall be given at least twelve (12) hours in advance to the Chief of Police or his agent; emergency situations will be dealt with on an individual basis. Personal leave days shall not be carried over from year to year and shall have no cash value.

Section 8 - Cancellation of Vacation

In the event an employee requests paid time off (vacation, holiday, personal leave, compensatory time or holidays) not less than five (5) days in advance and permission is granted; the permission shall not be cancelled, except in the event of an emergency.

ARTICLE XV
SICK LEAVE

Section 1- Accumulation

All employees of the bargaining unit shall be entitled to sick leave accumulated at the rate of fifteen (15) days per year prorated for each month of service. Such leave may be accumulated to a maximum of one hundred and eighty (180) days.

Such leave is to be used during illness or non-service connected injury.

If an employee is out more than three (3) consecutive scheduled work days, a note from the health care professional (i.e. — MD, PA or Minute Clinic) who treated the employee for the condition that caused the absences stating the reason of for the illness and fitness for duty may be required.

In cases of: (1) suspected abuse; or (2) a documented and sustained pattern of absenteeism, the Town may require a note from the health care professional who treated the employee for the condition that caused the absences stating the reason of for the illness and fitness for duty as proof of illness for each event.

Section 2

The following shall apply to sick leave redemption.

- A. An employee, upon resignation without prejudice, shall receive on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum
- B. An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his unused, accumulated sick leave.
- C. Upon retirement (normal, early or disability retirement under the terms of the Town pension plan) or death of a regular, full-time employee, eighty percent (80%) of his unused, accrued sick leave shall be remitted on the basis of his current base rate of pay to the employee, or his estate, up to a maximum of ninety (90) days.

Section 3

All employees shall be ineligible for overtime assignment after any shift they are on sick leave for fifteen and one-half (15½) hour period.

Section 4 - Use of Sick Leave

Sick leave credited may be used for time off with pay for bona fide cases of incapacitating sickness or injury for the period of disability resulting from pregnancy or childbirth.

When the serious health condition (as defined by the FMLA) of a member of the employee's immediate family (spouse, child or parent) living in his household required his personal attendance, he may be granted up to maximum of forty (40) hours of his credited sick time to care for such family member, when supported by a doctor's certificate.

Section 5 - Family and Medical Leave

The provisions of the Federal Family and Medical Leave Act (FMLA) shall apply to all eligible employees.

Section 6 - Sick Leave Incentive Day

After completion of their initial probation period, for each calendar quarter in which an employee does not use any sick time such employee shall be eligible for an additional earned leave day, which shall have the same power and usage as a personal day. This earned leave day must be using during the following calendar quartet

ARTICLE XVI
FUNERAL LEAVE

Section 1- Funeral Leave

Each employee shall be granted leave with pay in the event of a death in his immediately family. Such leave shall start the day of the death and include the day of burial, not to exceed four (4) days. For purposes of this Agreement, immediate family includes:

Spouse	Sister	Grandparents
Mother	Brother	Mother-in-law
Father	Child	Father-in-law.

Section 2 - Special Funeral Leave

Special leave of two (2) days with additional leave not to exceed three (3) days at the discretion of the Chief for the purposes of attending the funeral shall be granted an employee in the death of:

Brother-in-law
Sister-in-law
Son-in-law
Daughter-in-law

Section 3 - Special Funeral Leave (continued)

Special leave for one (1) day, at the discretion of the Chief, for the purposes of attending the funeral shall be granted an employee in the event of the death of:

Aunt
Uncle

Section 4 — Police Funeral Leave

In the event that a sworn law enforcement officer, or corrections officer in the State of Connecticut is killed in the line of duty, except as set forth below, those employees requesting a one (1) day leave will be allowed for the purpose of attending the burial ceremony as a representative of the Town. Seniority shall prevail in requests. Employees will be provided Department transportation and will attend said ceremony in full uniform. This section will not cause overtime, or cause staffing levels to go below minimum This section shall only apply to officers scheduled to work during the actual time of the funeral.

ARTICLE XVII
COURT DUTY

Section 1— Court Scheduling

The Chief of Police will, when possible, try to arrange with the Court that no member of the bargaining unit will be scheduled to appear during vacation leave.

Section 2 — Rate of Pay

Employees who may be required to attend Court during their off-duty hours shall receive a minimum of four (4) hours pay at one and one-half (1½) times their hourly rate. Any fee paid the employee by the State, shall be returned to the Town by the employee.

Section 3 — Jury Duty

In the event that an employee is duly summoned to any court for the purposes of performing jury duty, he shall receive his regular compensation while attending said jury duty and shall be exempted from his regular shift.

ARTICLE XVIII
EDUCATION INCENTIVE

Section 1

Effective after the first year of employment on the employee's anniversary date, eight hundred dollars (\$800.00) shall be added to the employee's yearly salary thereafter if he has earned a Masters' Degree. Six hundred fifty dollars (\$650.00) shall be added to the employee's yearly salary thereafter if he has earned a B.A./B.S. degree. Four hundred fifty dollars (\$450.00) will be added to the employee's yearly salary thereafter if he has obtained an A.A./A.S. degree, as per the conditions stated above.

Section 2

To qualify for the education incentive, the employee must have a degree in police science, police administration or criminal justice or any other law enforcement related degree. Such police science, police administration, criminal justice or law enforcement degree must be from a college or university accredited by a bona fide, recognized national or regional accrediting agency; provided, however, this provision shall not affect employees hired upon the effective date of the 2007-11 agreement, who have attained their degree or are enrolled in a course of study as described in this section.

Section 3

Any police officer authorized in writing by the Chief of Police and approved by the Town Manager, may enroll in a law enforcement or related course in a police school or college It shall

be the duty of the employee to use all state and federal funds available for tuition, bonds, fees, and equipment in order to eliminate expenditures by the Town for this purpose. If neither state nor federal funds are available, the Town will reimburse the employee in an amount up to, but not to exceed fifty percent (50%) of tuition on a passing grade (C or better).

Section 4

The Town reserves the right to develop a schedule or plan for tuition reimbursements. The Town also reserves the right to limit the number of courses taken in a given semester by such employee to permit budgeting for same.

**ARTICLE NIX
UNIFORMS AND EQUIPMENT**

Section 1— Issue and Allowance

Uniforms and equipment as prescribed in the rules and regulations, as approved by the Chief, will be supplied by the Town to all new full-time police officers. The Town will allocate a maximum of six hundred fifty dollars (\$650.00) annually for the replacement of work or damaged uniforms or equipment. Effective July 1, 2018, such annual allocation shall be eight hundred dollars (\$800.00).

During the July 1, 2017 through June 30, 2018, a committee shall be formed to develop class A uniforms and upgrade patrol uniforms. Effective July 1, 2018, one hundred fifty dollars (\$150.00) of the eight hundred dollars (\$800.00) annual allocation shall be used for Class A uniforms and upgraded patrol uniforms

The Chief or his designated representative, shall determine when uniforms and equipment will be replaced. Any replacement expenses above the maximum figure allocated will be paid for by the officer.

Section 2 — Personal Property

Authorized personal property required by the Town used in the line of duty will be replaced by the Town on the same basis as Article XIX, Section 1.

Section 3 — Change of Uniforms/Equipment

Any change of style, type or color of uniform or attire or any change of equipment or accoutrements shall be paid by the Town.

Section 4 — Cleaning Allowance

Each employee shall be paid a quarterly cleaning allowance as listed below, payable at the end of each quarter.

\$200.00

Section 5 — Damaged Equipment/Uniforms

Notwithstanding Section 1, any uniforms or equipment damaged by carelessness or willful acts of the officer shall be paid for by the officer. Uniforms or equipment damaged or destroyed during the course of duty, through no fault of the officer, shall be replaced by the Town and shall not be charged to the officer's clothing allowance.

Section 6 — Eye Wear, Watches and Cellular Phones

A watch, cellular phone, eyeglasses, sunglasses, or contact lenses damaged or destroyed during the course of duty through no fault of the officer, shall be replaced by reimbursement of actual value up the following maximums when a receipt is submitted (less any payments by Workers' Compensation):

Watch	\$ 50.00
Eyeglasses	\$350.00
Contact Lenses	\$150.00
Non-Prescription sunglasses	\$ 30.00
Cellular Phone	\$150.00

Section 7 — Protective Vests

The Employer shall furnish all employees covered by this Agreement a protective vest normally used for police work, and two vest carriers. The Employer shall also replace those vests at no cost to the employee prior to expiration of the manufacturer's suggested replacement date.

**ARTICLE XX
INSURANCE**

Section 1— Medical Plan

The Town shall provide medical benefits, which includes medical, dental, prescription drugs, vision, etc., as set forth in Appendix D, attached hereto, and made a part of hereof to all regular full-time employees and their dependents.

The employees shall pay the following percent of the cost of the premium by automatic payroll deduction:

<u>YEAR</u>	<u>State of Connecticut Partnership Plan 2.0</u>
2017-2018	8%
2018-2019	9%
2019-2020	10%

Section 2 — Medical (In Lieu of)

Employees may voluntarily elect, in writing on a form to be provided by the Town, to waive the insurance coverage's listed above, and in lieu thereof, shall receive an annual payment in accordance with the following:

Number of Eligible employees who elect to waive

	<u>3 or less</u>	4	<u>5 or more</u>
Single Waiver	\$625.00	\$875.00	\$1,125.00
Single Plus One Waiver	\$1,250.00	\$1,500.00	\$1,750.00
Family Waiver (including self)	\$1,875.00	\$2,125.00	\$2,375.00

Payments to those employees shall be made quarterly for the prior quarter.

If a change in the employee's status prompts the employee to resume Town provided insurance coverage, the prior written waiver may, following written request to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.

In order to receive full payment, notice of intent to waive insurance coverage shall be sent to the Town Manager not later than May 1st, for a waiver to be effective July 1st; otherwise, the payment will be pro-rated based on the date the employee decides to exercise the waiver (insurance waiver payment covers the fiscal year).

Notwithstanding the above, life insurance shall continue to be provided to such employee who chooses to waive medical insurance coverage.

Section 3 - Change of Carrier

The Town reserves the right to change insurance carriers cited in Section 1 as long as the benefits are equivalent to, or better than those offered above, with the consent of the Union which consent shall not unreasonably be withheld.

Section 4 — Inoculations and Immunization

If an employee, while carrying out his duties is exposed to a contagious disease, the Employer agrees to pay the expenses for inoculation and immunization for members of the officer's family and the officer. The Employer further agrees to reimburse any officer covered by one of the Employer's health plans, any co-pay amount required for inoculation/immunization required due to the exposure.

Section 5 — Group Term Life Insurance

Group term life insurance shall be one times (1x) annual salary rounded to the highest one thousand dollars (\$1,000.00) to a maximum of fifty thousand dollars (\$50,000.00).

ARTICLE XXI
WORKERS' COMPENSATION

Section 1 - Coverage

Employees covered by this Agreement will come under the terms of the Workers' Compensation Act.

For an injury incurred in the line of duty that the employee receives either temporary total disability benefits ("TT") or temporary partial disability benefits ("TP") for, employees may receive either his/her:

- (a) regular straight time weekly rate of pay (based on a forty (40) hour workweek) for a period not to exceed an aggregate of one hundred eighty (180) work days for said injury less applicable state and federal withholdings; or
- (b) the employee may elect to waive such form of remuneration and receive his workers' compensation TT or TP benefits at the applicable rate in accordance with the Connecticut Workers' Compensation Act.

Any TT or TP benefits received by the employee shall be submitted to the Town if the employee elects the regular straight time weekly rate of pay set forth above under (a) above for the up to one hundred eighty (180) work day period.

The one hundred eighty (180) work day period set forth above does not recommence if the injured officer returns to work from such injury (either on light duty or regular duty) and is then out of work again for the injury (either once or multiple times); rather, it is for a maximum total of one hundred eighty (180) work days for the workplace injury.

An employee shall not be required to submit to the Town any specific permanency award received for the injury.

ARTICLE XXII
RETIREMENT

Section 1- Town Retirement Plan

The Town shall provide retirement benefits as set forth in Appendix B attached hereto, and made a part of hereof

Section 2 - Special Service Plan

The Town and the Union agree that a two dollar (\$2.00) per hour surcharge will be added to all special duty rates and such \$2.00 per hour will be contributed to a 457 Plan for special services for officers who work the specific special duty assignments.

**ARTICLE XXIII
SENIORITY****Section 1- Departmental Seniority**

Upon the successful completion of the employee's probationary period, seniority shall date back to the original date of hire as a full-time police officer of the Town. Seniority shall consist of total continuous service within the Department.

Section 2 - Classification Seniority

Classification seniority is the period of most recent continuous service within an employee's classification. Employees shall not attain classification seniority until completion of the necessary probation period at which time classification seniority shall date back to date of appointment.

Section 3 - Ties in Seniority

Ties in seniority among existing employees shall be broken immediately following the execution of this Agreement. When two (2) or more employees are appointed on the same day in the same classification the order of precedence shall be determined by the order of relative position on the eligibility list from which said employees were appointed.

Section 4 - Forfeiture of Seniority

Seniority shall not continue to accumulate while an employee is on leave of absence. If an employee resigns or is discharged for just cause, he shall lose all seniority.

Section 5 - Seniority Considerations

Seniority shall prevail with regard to vacation scheduling, posts and jobs, layoff and recall.

Section 6 - Special Assignments

Stake-outs, special criminal investigations and internal investigations or administrative assignments which remain at the discretion of the Chief of Police, or his designee, are not subject to the overtime selection process where such assignments require specialized training.

Assignments under this section that do not require any specialized training or that are not continuations of an officer's assignment outside his/her shift as determined by the Chief (e.g.,

investigation, stakeout) will be considered regular overtime as appropriate and follow overtime selection procedures. Assignments to cover for officers on sick leave, vacation leave, or personal day leave will follow overtime selection procedures.

Section 7 - Probationary Employees

No employee shall attain seniority rights under this Agreement until he has completed the minimum basic training pursuant to Section 7-294e of the General Statutes of Connecticut, and completed the probationary period. During probation neither the Union nor the employee shall have recourse to the grievance and arbitration provision of this Agreement.

Section 8 - Recall

If following a lay-off the employee fails or refuses to notify the Department of his intention to return to work within fourteen (14) calendar days from the date written notice of recall is sent, by certified mail, to his last known address on record with the Department or, having notified the Department of his intent to return to work, fails to report for duty on or before said fourteenth (14th) day or the date the position becomes available, which is later, the employee shall lose all seniority rights. Laid-off employees have rights or recall for two (2) years from the effective date of their layoff.

ARTICLE XXIV TRAINING

Section 1- In-Service Training

The Employer shall make every effort to provide an ongoing program of in-service training for all officers, designed to maintain a high standard of performance and to increase the skills of all officers. Attendance at training sessions may be ordered by the Chief. Decisions by the Chief on employee requests for training should be based on: the effect of the employee's absence, the relationship of the training to the officer's duties, the employee's professional development, and method of financing attendance.

Section 2 - Voluntary Training

Nothing in this Agreement shall prohibit an employee from requesting to attend training on his own time at no expense to the Employer, with the permission of the Chief of Police, which shall not be unreasonably withheld.

Section 3 - Training Assignments

Training seminars/schools which the Department anticipates assigning personnel to shall be posted for one week thus allowing those interested in participating to sign up for the specific seminar/school.

Assignments remain at the discretion of the Chief of Police who shall give due consideration to seniority in the assignment process.

Section 4 - Certifications

The Employer shall ensure that all officers retain their police officer certifications and shall pay any costs associated with the maintaining of this certification.

Section 5 - Staff Meetings

Supervisors attending staff meetings during their off-duty hours shall not be paid according to the overtime provisions of this Agreement, but shall receive a minimum of two (2) hours of straight time pay for the meeting. Any time beyond the two (2) hours shall continue to be straight time.

ARTICLE XXV GENERAL PROVISIONS

Section 1- Use of Private Vehicle

Employees using their own automobile for official business connected with the East Hampton Police Department will be paid at the per mile rate as set by the IRS when authorized by the Chief. Employees using such vehicle shall furnish proof of liability insurance of the vehicle adequate to meet the requirements established by the Connecticut General Statutes.

Section 2 - Leave of Absence

The Chief, with the approval of the Town Manager, may grant an officer a leave of absence, without pay, for a maximum of sixty (60) days, provided such officer shall not engage in any police or law enforcement type of work during such leave; at the expiration of such leave, he shall be returned to his last previous employment status. Such requests must be submitted in writing to the Chief of Police. Extensions may be granted.

Section 3 - Safety Rules and Regulations

All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the shift officer or the Chief of Police. The Employer shall not require employees to operate vehicles that violate minimum standards as established by the Department of Motor Vehicles or OSHA. In the event of any dispute as to the safety of a vehicle under this section, an employee shall initially follow all orders and directives of his superiors as to the use of such vehicle and may thereafter file a grievance for violation of this section.

Section 4 - Prohibited Duties

Employee shall not be permitted to perform the following duties:

1. Shovel Snow
2. Hand Wash Vehicles

Employees shall clean out, gas up and check oil of vehicles at the end of their shift.

Section 5 - Military Leave

Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence during the time of his annual tour of duty as a member of such reserve component. The Town will pay the employee the difference between his military pay and his regular pay. Regular pay shall not include any overtime.

Section 6 - Vehicle Accidents

In case of an accident involving a driver of a patrol vehicle, the driver shall not be relieved of duty, sent home or any action taken against him in the absence of the Chief, unless the driver is in violation of Department rules and regulations or until a complete investigation has been made by the Chief and he has actually been found at fault.

Section 7 - Residency

The Town agrees that it shall make no requirement in regard to residency for employees while this Agreement is in effect.

Section 8 - Unsafe Practices

The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work

Section 9 - Personnel Files

All employees shall have the right to review their personnel files upon reasonable request to the Chief and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request.

Section 10 - Contents of Personnel Files

Employees shall receive a copy of all communications that are to be entered into their personnel files and shall be afforded the opportunity to initial such communications prior to entry. Any communication that is in the nature of a complaint, charge or allegation, for which the Department elected to take no official action, shall be removed from the personnel file. Regardless of removal of any communication these materials shall be made available for any court purposes, to any counsel or representative of the Town who needs to look at them for civil

rights matters, to any counsel or other appropriate authority upon disclosure requests that must be honored by the Town in other lawsuits, to any proper request under the Freedom of Information Act, and shall be made available pursuant to any other lawful request the Town must honor. The material shall be available to any insurer, or representative thereof, who may need to look at them for insurance purposes.

Section 11 - Boat Patrol

Qualified bargaining Union members shall be given priority in making assignments to the boat detail. If qualified bargaining unit members are not available, seasonal Lake Patrol Constables shall be given the opportunity to fill the assignment. Officers may "bump" a seasonal Lake Patrol Constable with a twelve (12) hour notice.

Section 12 - Pay Day

The Town agrees that the regular payday is on Thursday.

Effective within thirty (30) days of the parties' agreement (via negotiations, mediation or arbitration) on the collective bargaining agreement commencing on July 1, 2017, all bargaining unit employees shall be paid by direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit.

Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

Direct deposit shall be made by noon on Thursday of the applicable pay period. Any change in this schedule shall only be made upon mutual agreement between the Town and the Union. Paychecks will be issued on a biweekly schedule.

Section 13 — Wellness Stipend

On or about July 1st annually, bargaining unit members shall receive a stipend of two hundred fifty dollars (\$250.00) toward membership at a fitness center in the Town of East Hampton.

ARTICLE XXVI
DISCIPLINARY ACTION

Section 1- Just Cause

No officer who has completed his/her probationary period shall be disciplined (verbal warning memorialized in writing, written warning, suspended without pay or discharged) without just cause.

Section 2 - Disciplinary Hearing

An employee suspended or removed from duty by the:

- A. Chief or his agent shall be notified in writing no less than forty-eight (48) hours prior to a preliminary hearing regarding the suspension.
- B. In cases where a citizen complaint or actions are not initiated within sixty (60) days of occurrence, alleged infractions or incident such complaint or action shall be viewed as a diminishing situation. This section shall not apply to complaints or actions of an extremely serious nature.
- C. At said preliminary hearing, which shall be closed to the public, said employee shall be advised of the reason(s) for the disciplinary action taken or intended disciplinary action to be taken by the Chief or his agent.

Section 3 - Union Activity

No permanent officer shall be suspended, discharged or penalized solely because of lawful activity on behalf of, and authorized by, the Union.

Section 4 - Officer Indemnification

In the event that an officer is named a defendant in a civil action claiming damages for false arrest, imprisonment, injuries, or death occurring during the performance of his official duties and within the scope of his employment and not resulting from his willful, wanton or unauthorized act, the Town shall provide legal counsel to defend such lawsuit and shall pay any final judgment obtained therein against such officer. The Town shall not pay for any personally retained counsel. Additionally, the Employer shall pay any bonds required to clear an officer's assets.

Section 5 - Settlement of Suits

In the event of a settlement of any civil suit involving an officer, the Employer shall provide the officer with a copy of any release obtained.

ARTICLE XXVII
GRIEVANCE PROCEDURE

Section 1- Purpose

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

Section 2 - Definition

A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with the specific violation of Department rules and regulations pertaining to mandatory subjects of collective bargaining or the misapplication or misinterpretation of specific terms of the articles and sections of this Agreement.

Section 3 - Procedure

Any employee may use this grievance procedure with or without Union assistance. Should, an employee process a grievance through the first step provided herein prior to seeking Union aid, the Union may at its discretion, process the grievance anew from the first step. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Step 1

Any employee or the Union with a grievance shall within fifteen (15) calendar days of occurrence of same reduce the grievance to writing and submit it to the Chief of Police or his designee who shall use his best efforts to settle the dispute. The Chiefs or his designee's decisions shall be submitted in writing to the aggrieved employee and the Union within fifteen (15) working days excluding Saturday, Sunday and holidays of the receipt of the grievance, excluding Saturday, Sunday, holidays, and any days the Chief is on vacation or sick leave.

Step 2

If the complainant and/or the Union are not satisfied with the decision rendered by the Chief of Police or his designee the employee or his representative shall submit the grievance in writing within fifteen (15) working days excluding Saturday, Sunday, and holidays to the Town Manager. Within fifteen (15) working days excluding Saturday, Sunday, and holidays after receiving such grievance, the Town Manager shall render his decision in writing to the aggrieved and his representative.

Step 3

If the complainant and/or the Union is not satisfied with the decision rendered by the Town Manager and select further processing, it may within fifteen (15) working days excluding Saturday, Sunday and holidays after receipt of this reply, proceed to file a grievance with the Connecticut State Board of Mediation. The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties and it shall be implemented within fifteen (15) calendar days of receipt of same that the decision shall not end or alter this Agreement in any manner. Neither party waives its rights to legal appeal under the Connecticut General Statutes.

Section 4 - Meetings on Grievances

Nothing in this Article shall prohibit the parties from mutually arranging informal meeting at any step of the grievance procedures.

Step 5 - Recording of Minutes or Testimony

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure, provided that any costs incurred through the use of a public stenographer recording device shall be borne by the party employing same.

Section 6 - Police Union as Complainant

The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

Section 7 - Responses

If a grievance is not submitted within the prescribed time limit as herein stated, it shall be deemed settled. If the Town fails to render its decision on a grievance within the time limits specified, such grievance shall be processed to the next step.

**ARTICLE XXVIII
DETECTIVE POSITION****Section 1**

The Chief may, at his or her discretion, create and fill a detective position within the bargaining unit. Such position shall be filled for a limited period, shall not be deemed a promotion, and may not be filled at times. Notwithstanding other provisions of this Agreement to the contrary, the following terms and conditions shall apply to the detective position:

Section 2

Appointment to the position of detective shall be governed by the following:

- A. The position shall be conspicuously posted for at least thirty (30) days prior to a new appointment being made, subject to the need to fill the position on a temporary or emergency basis. A temporary or emergency assignment to this position shall not disqualify the officer from applying and filling the position.
- B. The applicant must have at least five (5) years experience as an East Hampton police officer, excluding time spent in P.O.S.T. and time as a certified officer in another municipality or other law enforcement agency.

- C. The applicant must be below the rank of Sergeant and submit a letter of interest and resume.
- D. The successful candidate must not have held the position of detective within two years previous to the posting, unless no other qualified candidate had applied.

In filling the position, the Chief shall consider performance, input, if requested, from the applicant's supervisor and seniority.

Assignment to the detective position shall be rotated through officers in the department, and no officer will be reassigned to the position until all officers in the department below the rank of Sergeant have held the assignment or have refused the assignment, unless a potential or actual applicant's performance is deemed by the Chief to have disqualified him or her from the position. The Chief, at his or her sole discretion, may deem a refusal to accept an appointment as disqualifying the officer from the current list of rotating officers.

Section 3

Officers will be appointed to the position on a voluntary basis except in the cases of temporary need or emergency. Each detective assignment shall be for a period of two to four years. The officer assigned to the position will be subject to a probationary period of sixty (60) days. Should the officer not pass the probationary period, he or she will be returned to his or her former position, and a decision of the Chief to take such action shall not be subject to the grievance procedure or binding arbitration under Article XXVII of this Agreement, the officer assigned to the position may opt out of the assignment with at least thirty (30) days notice to the Chief, but the initial assignment shall be deemed an appointment within the rotation. The Chief may waive this notice require and the disqualification from the rotation at his or her sole discretion.

Section 4

- A. The normal work hours of the detective shall be one of the following two schedules alternated on a bi-weekly basis• (i) 9:00 a.m. to 5:00 p.m. Monday through Friday, and (ii) 12:00 p.m. to 8:00 p.m. Monday through Friday. However, such hours and weekly schedule may be changed at the Chief s directive or with his or her approval in unusual circumstances or to suit specific cases under investigation. All hours worked outside the normal eight (8) hour day or forty (40) week of the detectives must be approved by the Chief and shall be paid at time and one-half (1½). Call-out for case investigations must be approved by the Chief. Except in the case of emergency as determined by the Chief, all holidays shall be time off and shall be paid at the regular rate.
- B. The detective will be eligible for overtime work falling outside his or her shift in accordance with the terms of this agreement. When the detective works overtime on regular officer work, the detective pay differential shall not apply.

Section 5

An officer assigned to the detective position shall continue to accrue seniority in his or her former position, and such seniority shall be considered for the purposes of all contractual benefits related to seniority such as promotion and vacation schedule.

Section 6

An appointment to the detective position shall not be considered for the purposes of fulfilling the minimum staffing requirements of this Agreement.

• **Section 7**

An officer assigned to the detective position shall receive an hourly differential of one dollar (\$1.00) above his or her applicable rate. In addition to the uniform and cleaning allowance provided in this Agreement, each officer appointed to the position of detective, except an officer appointed to a consecutive term, shall receive a one-time clothing allowance of six hundred dollars (\$600.00) for the purchase of appropriate civilian clothing as approved by the Chief.

**ARTICLE XXIX
DURATION**

This contract shall be effective July 1, 2017 and shall remain in full force and effect through June 30, 2020.

If as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 49801, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

FOR THE TOWN OF EAST HAMPTON
BY THE TOWN

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Town Manager

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APPENDIX A

WAGES

PATROL	2%	Start	1 Year	2 Year	3 Year	4 Year	5 Year
2017-2018	Hourly	\$28.6214	\$29.0168	\$29.2456	\$30.8583	\$33.3344	\$36.0603
(retroactive)	Yearly	\$59,532.52	\$60,354.85	\$60,830.94	\$64,185.19	\$69,335.58	\$75,005.35
PATROL	2%	Start	1 Year	2 Year	3 Year	4 Year	5 Year
2018-2019	Hourly	\$29.1938	\$29.5971	\$29.8306	\$31.4754	\$34.0011	\$36.7815
	Yearly	\$60,723.17	\$61,561.95	\$62,047.56	\$65,468.90	\$70,722.29	\$76,505.46
PATROL	2.25%	Start	1 Year	2 Year	3 Year	4 Year	5 Year
2019-2020	Hourly	\$29.8507	\$30.2630	\$30.5017	\$32.1836	\$34.7661	\$37.6091
	Yearly	\$62,089.45	\$62,947.09	\$63,443.63	\$66,941.95	\$72,313.54	\$78,226.83

SERGEANT		Start	6 Months	Upon Completion of 5 years as a Sergeant
2017-2018	Hourly	\$37.7873	\$38.9838	\$40.5548
(retroactive)	Yearly	\$78,597.64	\$81,086.28	\$84,353.97
SERGEANT		Start	6 Months	Upon Completion of 5 years as a Sergeant
2018-2019	Hourly	\$38.5431	\$39.7635	\$41.3659
	Yearly	\$80,169.59	\$82,708.00	\$86,041.05
SERGEANT		Start	6 Months	Upon Completion of 5 years as a Sergeant
2019-2020	Hourly	\$39.4103	\$40.6581	\$42.2966
	Yearly	\$81,973.41	\$84,568.93	\$87,976.97

A PATROL OFFICER ASSIGNED TO THE DETECTIVE POSITION SHALL RECEIVE A ONE DOLLAR (\$1.00) PER HOUR INCREASE DURING WORK AS A DETECTIVE.

APPENDIX A - CONTINUED

LONGEVITY PAY

Longevity Pay, as noted in this Appendix, will be paid annually, after the employee meets the service requirement:

<u>5 Years of Service (less than 10)</u>	\$350.00
10 Years of Service (less than 15)	\$500.00
15 years of Service (less than 20)	\$650.00
20 Years of Service (less than 25)	\$800.00
25 Years of Service	\$950.00

Employees hired on or after March 1, 2014 shall not be eligible for longevity pay.

APPENDIX B

**Town of East Hampton Retirement Income Plan
Plan Highlights
Police**

This is a summary of the major features of the Plan and reflects all amendments as of January 1, 1998:

Definitions:

- Earnings: W-2 compensation reported was wages for federal income tax purposes (excluding private duty for bargaining unit employees hired on or after July 1, 2017), subject to IRS compensation limit.
- Final Earnings: Highest average W-2 earnings (excluding private duty for bargaining unit employees hired on or after July 1, 2017), on any five (5) consecutive January 1's during the last ten (10) years before retirement or termination of employment.
- Service: All years of employment with the Town from date of hire to date of retirement, termination or death. Measured in whole years and full months.
- Credited Service: All years of Service as a plan participant making contributions. Credited Services is measured in whole years and full months.
- Normal Form of Annuity: Single - Modified Cash Refund Equivalent of a life annuity with a guaranteed return of your contributions.
Married - 50% Joint & Survivor.
- Optional Forms of Annuity: Contingent Annuity Option provides for reduced payments over your lifetime. Upon your death, 100%, 66 2/3% or 50% of your monthly benefit may be paid to your beneficiary.

10 Year Certain & Life Option provides for reduced payments over your lifetime. If your death occurs within the first 10 years of your retirement date, payments in the same amount will continue to your beneficiary for the balance of the 10 year period only. Should your death occur after the 10 years following retirement, no further dates are due.
- Normal Retirement Date: For officers hired prior to July 1, 2017, the earlier of age 55 with 10 years of service or the completion of 20 years of service. For officers hired on or after July 1, 2017, the earlier of age 55 with 10

years of service or the completion of 25 years of service. Prior to 7/1/1991, the service requirement was 25 years.

Pension Benefits

- Eligibility: Making periodic employee contributions to the plan.
- Benefit Formula: 2.5% of average earnings multiplied by years of credited service.
- Early Retirement Eligibility: Age 55 with 10 years of service.
- Early Retirement Benefit: Benefit accrued to date of retirement or termination, reduced by 7.2% per year for the first 5 years early and 3.6% per year for the remaining years.
- Vesting Schedule: Retirement benefits are 50% vested after 5 years, with 10% increase for each year thereafter to a maximum of 100% with 10 years. Benefits are 100% vested at Normal Retirement.
- Termination with Vested Rights: Participants who are at least 50% vested and withdraw their employee contributions at termination retain a portion of their Employer provided benefit reduced to reflect the employee's contribution withdrawal.

Supplemental Benefits:

- Pre-retirement Death Benefit Eligibility: Death while an active employee.
- Benefit Formula: The present value of 50% of the retirement benefit accrued to date of death, payable as a lump sum or monthly annuity.
- Disability Benefit Eligibility: Permanent and total disability of an active participant after the completion of ten years of service.
- Benefit Formula: Retirement benefit accrued to date of disability. If disability is deemed job related, the benefit is minimized at 50% of current pay at the date of disability.
- Employee Contributions Amount:
 - 5.0% of earnings for the 2017-2018 contract year
 - 5.5% of earnings for the 2018-2019 contract year
 - 6% of earnings for the 2019-2020 contract year

Bargaining unit employees hired on or after July 1, 2017 shall

contribute 8% of earnings in each year of the contract.

Interest Credited: 5% per annum

Death Benefit: Single-Pre retirement: Refund of employee contributions with interest to date of termination or death.

Married: Pre-retirement: 50% of Joint & Survivor coverage.

Post Retirement Excess of participant contributions with interest over annuity payments received to date of death, unless another form of benefit becomes payable to the beneficiary based on the form of annuity elected at the time of retirement.

APPENDIX C
EAST HAMPTON POLICE DEPARTMENT
DRUG and ALCOHOL FREE WORKPLACE POLICY

PURPOSE

As a part of its commitment to safeguard the health and safety of its employees and the residents of the Town of East Hampton (the "Town"), and to promote a drug-free working environment, the Town, the Police Chief and the members of the East Hampton Police Union, Local #2407, Council 4 AFSCME, AFL-CIO have agreed to establish this policy relating to the illegal use of drugs and/or being under the influence of drugs or alcohol while on duty by Town uniformed employees. This program is intended to as closely as possible follow the Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, which shall be a guideline for this policy. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of services provided.

SCOPE

All uniformed Police personnel, permanent or probationary employees, including the Police Chief, employed by the Town are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Any employee in doubt of the procedures applicable to his/her situation may contact the Director of Human Resources for clarification.

POLICY

It is the policy of the East Hampton Police Department that being under the influence of and/or using alcohol or drugs while on duty are strictly prohibited. Any appropriate discipline issued pursuant to this policy may be considered just cause within the collective bargaining agreement for bargaining unit employees.

DEFINITIONS

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

Alcohol Concentration: The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this policy.

Breath Alcohol Technician (BAT): An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device.

Chain of Custody: Procedures to account for the integrity of each specimen by tracking its handling and storage from point of collection to final disposition.

East Hampton Police Department Motor Vehicle: A motor vehicle or combination of motor vehicles in commerce to transport East Hampton Police Department employees. Such motor vehicles shall include Police Department vehicles, vehicles from other Town departments, leased and/or rented vehicles operated by Town uniformed employees to transport East Hampton Police Department employees.

Confirmation Test: In drug testing, a second analytical procedure, performed in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, used specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to insure reliability and accuracy. In alcohol testing, a second test following a screening test with a result of .04 or greater that provides quantitative date of alcohol concentration.

Covered Employees: All uniformed, permanent or probationary employees, including the Police Chief, employed in the East Hampton Police Department.

Evidential Breath Testing Device (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "conforming product list of evidential breath testing device".

Medical Review Officer (MRO): A licensed physician, in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, responsible for receiving laboratory results generated by an Employer's drug testing program that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. If an employee's test result is positive, the MRO will contact the employee to discuss the test to determine if the positive result is valid and to notify the employee that has seventy-two (72) hours to request a test of the split specimen.

Refusal to Submit: When any person covered by this policy engages in conduct that obstructs the testing process. This includes, but is not limited to, the refusal to sign consent forms; the failure to provide adequate breath testing; the failure to provide adequate urine for controlled substance testing, except for "shy bladder syndrome" as defined by the Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, the refusal to take a required test, the failure to make oneself available while on duty to a test as required by this policy.

Safety Related: Any activity that poses a risk of injury to oneself, ones fellow employees, or the general public.

Safety Sensitive Function: Any function that affects the safety of employees and the safe operation of East Hampton Police Department motor vehicles including but not limited to the following:

- Any time that an East Hampton Police Department employee is on duty.

Screening Test:

- In drug testing an immunoassay screen to eliminate negative urine specimens from further analysis.
- In alcohol testing, an analytic procedure to determine whether a driver may have a prohibited concentration of alcohol in his/her system.
- In controlled substance testing it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Supervisor: All employees assigned to a position having day-to-day responsibility for supervising subordinates.

Shy Bladder Syndrome: When an individual is unable to produce a urine specimen or provides a specimen that is less than 45 ML.

Drug Free Workplace Dissemination

- A. The Town will provide a general one-time notice to all East Hampton Police Department employees notifying them that this policy applies to all uniformed Police personnel, permanent or probationary employees, including the Police Chief, employed by the Town and that the Town prohibits its employees covered by this policy from illegally or improperly using, possessing, selling, manufacturing, or distributing drugs on its' property, or while its employees are at work; that it is against Town policy to report to work or to work under the influence of drugs or alcohol; and that it is a condition of employment to refrain from illegally using drugs, or alcohol on the job, or abusing legal drugs on or off the job such that it affects their performance, and that a drug testing program is being implemented. No less than one hundred twenty (120) days will elapse between the notice and any employee drug testing implemented pursuant to this policy.
- B. Prior to implementation and testing either East Hampton Police Department employees or applicants for Department positions, such individuals will be given a copy of this policy, a summary of the drugs which may alter or affect a drug test, a list of local employee assistance programs and a list of local alcohol and drug rehabilitation programs. All East Hampton Police Department employees who are covered by this policy will attend training which is mutually accepted by the Union and the Town with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and

alcohol use that will be used in determining whether an employee is subject to the reasonable suspicion testing as outlined in this policy.

- C. A notice of drug testing will be included with all job vacancy announcements for all bargaining unit and the Police Chief. A notice of the Town's drug testing policy will also be posted in appropriate and conspicuous locations at the Police station as well with the Director of Human Resources.

**PROHIBITED CONDUCT ON DUTY
PROGRESSIVE ACTION FOR VIOLATIONS**

- 1) Discipline in accordance with the "progressive action for violations" section of this policy can be imposed only for the illegal use of or being under the influence of controlled substances or alcohol while on-duty.
- 2) A blood alcohol level of .04 or greater is prohibited during the performance of any safety sensitive function. An employee with a test result showing a blood alcohol level less than 04 will not be considered in violation of this policy for disciplinary reasons.
- 3) The performance of any safety sensitive function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely drive an East Hampton Police Department vehicle or perform the employee's duties.
- 4) Refusal to submit to a drug or alcohol test, administered in strict compliance with this policy is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following•
 - a. An adequate and complete sampling, except in medically documented cases of "shy bladder syndrome."
 - b. Assistance in completing the required documentation for chain of custody.
 - c. Marking and sealing the specimen.
- 5) It is a violation of this policy to report to work under the influence of alcohol. Discipline, in accordance with the "progressive action for violations" section of this policy, can only be imposed if the employee actually reports for duty with a blood alcohol level of .04 or greater.

EMPLOYEES SUBJECT TO TESTING & TYPES OF SUBSTANCES

All uniformed, permanent or probationary employees, including the Chief employed in the East Hampton Police Department will be subject to this Drug and Alcohol Free Workplace Policy.

The drug testing outlined in this policy will test for the following substances:

- 1) Marijuana
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates
- 5) Phencyclidine (PCP)

TESTING

1) Pre-employment Testing:

Prior to employment with the East Hampton Police Department, an applicant for all bargaining unit and the Police Chief position, shall undergo testing for alcohol and controlled substances, as part of their pre-employment medical examination. As part of the application for the East Hampton Police Department, the Town of East Hampton shall notify all applicants of this policy. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis for discontinuing an applicant in the selection process.

2) Reasonable Suspicion Testing:

- A. When "reasonable suspicion" is determined indicating that an employee is using and/or under the influence of drugs or alcohol, the employee will be tested pursuant to procedures set forth in this policy. "Reasonable suspicion" of using and/or being under the influence of drugs or alcohol will be based on specific, contemporaneous, articulable and objective facts such as, behavior, speech or body odors.
- B. An employee tested under "reasonable suspicion" shall be placed on paid administrative leave until such time as the M12.0 determines the result of the test. In the event the test is negative, the employee shall be made whole for any monetary loss.
- C. Circumstances which constitute a basis for determining reasonable suspicion are one (1) or more of the following:
 - 1 Direct observation of controlled substance and/or alcohol use;
 - 2 The employee's body shows evidence of controlled substance use (e.g. track marks);
 - 3 The employee is found to be in possession of a controlled substance or alcohol while on duty;
 - 4 Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
 - 5 An unusual or suspicious pattern of sick leave usage;
 - 6 Information which is provided by a reliable and credible source;
 - 7 The presence of symptoms of controlled substance or alcohol use (e.g. odor of alcoholic beverage, glassy or blood shot eyes, slurred speech, poor coordination and/or reflexes, etc.

- 8 The occurrence of repeated, multiple on-the-job accidents or injuries.
- D. The required observations for alcohol and/or controlled substance reasonable suspicion testing shall immediately be reported to or made by a supervisor who is trained in the detection of alcohol and/or controlled substance use.
 - E. The supervisor shall report the basis for his/her reasonable suspicion in writing to the Police Chief. The Police Chief shall decide whether to direct the employee to testing. All supervisors initiating reasonable suspicion testing will be required to detail in writing the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee.
 - F. If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he/she shall immediately notify the individual's superior officer in the chain of command. The employee believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

3) Post Motor Vehicle Accident Testing:

- A. The operator may be tested for controlled substances, illegal drugs and/or alcohol if the employee was involved in an accident while performing a safety sensitive function with respect to that vehicle (including any accident at the Police station). All testing under this subsection shall be done in accordance with applicable DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations, as determined by the investigating police officer/State Trooper. In the event that DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations do not apply to an accident involving the employee, the employee may be tested if there is reasonable suspicion that the employee is under the influence of and/or using drugs or alcohol, as set forth under Section 2 herein.
- B. Any bargaining unit employee who is subject to post accident testing shall remain on administrative leave and be paid until he returns to the Police station, except in the event that the employee is admitted to the hospital (beyond admission to the emergency room). Under such circumstances, the employee shall be paid through the end of his/her shift.

In the event that an employee is tested and his/her shift is not over, the employee is expected to return to duty after the test is administered, unless excused, in writing, for the remainder of such shift by the attending physician. Nothing in this section shall require the delay of necessary medical attention following an accident.

4) Return to Duty Testing:

- A. Before an employee who has violated this policy concerning alcohol returns to duty requiring the performance of a safety sensitive function, the employee shall undergo

a return to duty alcohol test with a result indicating a blood alcohol level of less than .04. The bargaining unit employee shall be paid from the time the employee leaves for the drug test until the test is administered.

- B.** Before an employee who has violated this policy concerning illegal drugs returns to duty requiring the performance of a safety sensitive function, just before such function, the employee shall undergo a return to duty illegal drug test with a result indicating a verified negative result for illegal drugs. The bargaining unit employee shall be paid at his/her applicable compensation rate from the time the employee leaves for the drug test until the test is administered.

5) Random Drug Testing

Random drug and alcohol testing shall be administered by a system and method adopted by the outside vendor, a copy of which shall be provided to all employees.

PROGRESSIVE ACTION FOR VIOLATIONS

In the event that an employee tests positive for the use of illegal drugs, the following will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the, rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EM' consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6)

times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee's alcohol test contains a blood alcohol level of .04 to .079, the following procedure will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee alcohol test contains a blood alcohol level of .08 or greater, the following will apply:

On the first occasion, the employee shall receive a three (3) day suspension from work without pay and shall commence a rehabilitation program under the supervision of a

medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent: upon the employee's continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EM consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee is randomly tested during the twenty-four (24) month period set forth above, such random test shall count as a test under the tests the employee is subject to upon reinstatement to employment.

In order to encourage successful rehabilitation, whenever an employee successfully completes: (1) the recommended rehabilitation program; (2) the follow-up testing; and (3) has no further incidents for a period of thirty (30) months from the date of the last positive test, the record of the incident shall be removed from the employee's personnel file and placed in his/her medical file and shall not be used as part of any subsequent discipline.

VOLUNTARY DISCLOSURES

The Town of East Hampton believes that successful rehabilitation depends on an employee's willingness to rehabilitate and the admission that a problem exists. Therefore, the Town will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. Any employee who voluntarily discloses that he has a problem with drug or

alcohol dependency and seeks assistance, will not be disciplined and will be afforded an opportunity to utilize his/her accrued sick time to achieve his/her goal of rehabilitation.

An employee who voluntarily discloses his/her drug and/or alcohol problem will be subject to the same return to duty requirements as an employee who tests positive including follow up testing

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall be immediately placed on sick leave and shall be required to commence a rehabilitation program under the supervision of a medical doctor or EAP consultant selected and paid for through the employee's health insurance carrier. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall not be subject to discipline as a first offense. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program.

"Voluntary disclosure and/or voluntary discloses" for purposes of this section shall mean that the employee discloses that he/she has a problem with drug or alcohol dependency prior to the commencement of: (1) a rehabilitation program in accordance with the "progressive action for violations" section set forth above; (2) disciplinary action; (3) an internal investigation; (4) the employee was involved in an accident; (5) Prior to the employee being ordered for drug and/or alcohol test; or (6) Prior to the employee becoming aware of an impending test.

Upon reinstatement, an employee with previous drug and/or alcohol dependency shall submit to drug and alcohol testing bi-monthly for the first twelve (12) months and quarterly for the next twelve (12) months. The employee must submit to drug and alcohol testing at the time stated in the notice. Failure to do so shall be deemed evidence of the use of an illegal drug or alcohol. A positive test (within two (2) years) after reinstatement is just cause for discharge and shall result in the employee's discharge.

The EAP is available to all Town employees and will provide counseling and referral services to any employee who seeks treatment. The EAP services are provided by the Town at no charge. Any required treatment that is not covered by the Town's EM program or insurance shall be borne by the employee. EAP enrollment and counseling is confidential.

ALCOHOL & DRUG TESTING PROCEDURES

- 1) Alcohol testing will be performed by using Evidential Breath Testing (hereafter EBT) devices approved by the NHTSA. The test will be conducted by a Breath Alcohol Technician (hereafter BAT). Two (2) breath tests will be required to determine if a person has a prohibited alcohol concentration. If the first test result is less than .04 the test will be considered negative. If the test shows an alcohol concentration of .04 or

greater, a second confirmation test will be conducted. The second test result will determine what action if any need be taken.

- 2) In order to ensure that an EBT is working properly, the BAT will run an air blank test which shows a reading of zero before a test is performed. A fifteen (15) minute waiting period is required between the screening and confirmation test. The BAT will run an air blank test which shows a reading of zero before the confirmation test is performed.
- 3) Drug testing will be performed by providing a urine sample at a site to be determined by both parties and meets the requirements of the DOT 49CFR part 40 and The Department of Health and Human Services.
- 4) Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those laboratories certified by the federal government, and the Department of Health and Human Services and that have these procedures in place will be used.
- 5) All personnel subject to testing shall present proper identification upon appearing at the laboratory.
- 6) Once the urine specimen is collected, it will be forwarded to the laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall use the EMIT Immunoassay Process. If the test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique.
- 7) The testing facility will be continuously bound to make provisions to properly preserve, store and secure an aliquot of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. This independent confirmation will be authorized by the employee, using the lab of his/her discretion. Any employee requesting a testing of the split sample, must do so within seventy (72) hours, provided the employee is properly notified by the MRO. Also the Laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab in the urine sample provided by the employee.
- 8) Only confirmed positive results are reported. The Human Resource Director shall be notified immediately following a positive test result. The Human Resource Director is the only person to be notified of a positive test.
- 9) The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint. The chain-of-custody procedure must be stringent and confidential in all phases of the process:

- Handling of the specimen
- Testing the specimen
- Storing of the specimen
- Reporting of the test results

10) The Town shall assure that the existing laboratory will be subject to appropriate external auditing procedures to evaluate quality assurance, evaluation of testing procedures and overall performance.

The following table reflects the positive levels for the five classes of drugs listed below.

DRUGS	INITIAL TEST LEVELS (NG/NIL)	CONFIRMATION TEST LEVELS (NG/ML)
Marijuana	50	15
Cocaine	300	150
Opiates	300	
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Methamphetamine		500

COMPENSATION OF EMPLOYEE

All off-duty bargaining unit employees shall be paid his/her applicable straight time hourly rate of pay for reasonable and necessary travel time from the time the employee leaves his/her home for the drug test until he/she returns to his/her home from the drug test for all follow-up drug and/or alcohol testing conducted under the "progressive actions for violations" section of this Policy, except that no employee shall be paid for testing conducted during the employee's rehabilitation program, as set forth in the "progressive action for violations" section.

RIGHT OF UNION PARTICIPATION

At any time, the Union, upon request will have the right to inspect any aspect of this drug and alcohol testing policy with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

CHANGES IN TESTING PROCEDURES

In the event that either the Town of East Hampton or the Union wishes to change any part of the testing procedure or test administrator, both parties will discuss whether to amend this policy to include such changes. In the event the parties are unable to resolve the issue of the proposed changes, such proposals are subject to arbitration under the provisions of the Collective Bargaining Agreement.

OTHER

If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he shall immediately notify the individual's superior officer in the chain of command. The individual believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

Any employee who has begun the process set forth under this policy by notifying a superior officer that an employee of the East Hampton Police Department appears to be under the influence of illegal drugs or alcohol, he/she shall submit in writing within twenty-four (24) hours, a confidential report of the physical, behavioral, and performance indicators observed which shall be considered within this process. Failure to follow any of these procedures in this policy shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.

In the case involving the Police Chief, the Town Manager will be notified and the reasonable suspicion portion of this policy will be followed.

INDEMNIFICATION OF UNION

In the event that the Union is named as a party defendant by an employee governed by this policy in a suit involving the application of the East Hampton Police Department Drug Free Workplace Policy, the Town agrees to provide legal counsel to the Union. The legal counsel selected by the Town must be agreed to by the Union.

CONFIDENTIALITY

Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violation of this confidence will subject the violator to disciplinary action. It is also recognized that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action. Nothing shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against their accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process. The Town will be required to keep the results confidential and it shall not be released to the public, unless ordered by the courts.

CONTACT PERSON

Any questions concerning this policy shall be directed to the Human Resource Coordinator.

CONFLICT

This policy is not intended to eliminate any rights or protections an employee has under either state or federal law. Unless abridged by the policy and in the event this policy omits any aspect of the testing procedure, the testing procedure shall follow the DOT drug testing.

DURATION

The Town and Union agree that this Drug and Alcohol Free Workplace Policy shall be an Addendum to the collective bargaining agreement between the parties dated July 1, 2016 through June 30, 2017. Accordingly, it shall remain in full force and effect until a successor agreement is reached. The parties further agree that this Drug and Alcohol Free Workplace Policy may be reopened prior to such date: (1) by mutual written agreement of the parties; (2) if changes in applicable state or federal law require changes to it; or (3) if changes to DOT and/or NHTSA drug policy impact the provisions for testing set forth herein.