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AGREEMENT

between

THE TOWN OF WILTON, CONNECTICUT

- and -

WILTON POLICE UNION LOCAL #1429

and

CONNECTICUT COUNCIL OF POLICE UNIONS #4,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2017 - June 30, 2021

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CONNECTICUT COUNCIL OF POLICE UNIONS 4,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

PREAMBLE

This Agreement has been made and entered into by and between the Town of Wilton, Connecticut (a municipal corporation of that name hereinafter sometimes referred to as the "Town") and Wilton Police Union Local #1429 and American Federation of State, County and Municipal Employees, AFL-CIO, Council #4 (hereinafter sometimes referred to as the "Union") in order to maintain and promote harmonious relationships between the Town and such of its employees as are within the provisions of this Agreement and to ensure the efficiency and continuity of their duties of public service to be rendered to the Town.

ARTICLE 1

RECOGNITION

1.1 The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit consisting of all uniformed or investigatory functions, excluding the rank of Chief, Captain, and Lieutenant and all personnel above the rank of Sergeant.

1.2 The parties recognize and agree that it shall not be in violation of this Agreement if:

- a) Personnel above the rank of Sergeant are assigned, from time to time, on a temporary basis, to the performance of work similar in nature or identical to that performed by those covered by this Agreement.

1.3 There are no provisions in this Agreement that shall deem to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this Agreement unless, and only to the extent that, provisions of this Agreement specifically curtail or limit such rights, powers and authority.

ARTICLE 2
PAYROLL DEDUCTION

2.1 The Town shall deduct twice monthly, on the first (1st) and second (2nd) pay date of each month, and remit to the Wilton Police Union Local Treasurer, the Union's dues from the earned wages of each Union member any such amount as determined by the Union in accordance with this Agreement provided that at least one (1) month's notice is given and also provided that no Union dues deductions shall be made from any such member's wages except when authorized by him on an appropriate form, a copy of which must be submitted to the Town.

2.2 It shall be a condition of employment that all employees of the bargaining unit covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing in the Union during the term of the Agreement. It shall also be a condition of employment that all employees covered by this Agreement who are not members of the Union and the employees hired on or after its effective (execution) date, shall, on the thirty-first (31st) day following the beginning of such employment either become members in good standing in the Union or pay to the Union an amount equal to the amount paid by Union members.

ARTICLE 3
COPIES OF THIS AGREEMENT

3.1 The Town and the Union want every department member to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Town will print the Agreement and give a copy to each department member and five (5) copies to the Union.

ARTICLE 4
BULLETIN BOARDS

4.1 The Town shall permit the use by the Union of a bulletin board located in the Police Department offices for purposes of

posting notices concerning Union business and activities. Notices will be posted only by officially designated Union representatives and will be in keeping with the spirit and intent of this Agreement.

4.2 Meeting Room - The Town shall permit the use of the Police Department meeting room for Union meetings upon request to the Chief of Police at least twenty-four (24) hours in advance of such meetings, provided no other meeting is scheduled.

ARTICLE 5 **DISCIPLINARY ACTION**

5.1 No employee who has successfully completed his/her probationary period shall be removed, dismissed, discharged, suspended, fired, reduced in rank or disciplined in any other manner by the Town or its duly authorized agents except for just cause. If any Department member who has successfully completed his/her probationary period is removed, dismissed, discharged, suspended, fired, reduced in rank, or subject to other discipline, such member may submit such action through the grievance procedure. No officer in a probationary promotional position shall be denied "just cause" as it relates to any matter except removal from the probationary promotional position.

ARTICLE 6 **GRIEVANCE PROCEDURE**

6.1 The purpose of the grievance procedure is to provide an orderly method of adjusting grievances. A grievance is defined as any difference between the Town and the Union or its members as to the interpretation and/or application of any provisions of this Agreement respecting wages, hours, disciplinary action or other conditions of employment. Neither the arbitrator nor the arbitration association has any authority to change the terms of this Agreement.

6.2 The procedure for adjusting a grievance shall be as follows:

1. **Chief of Police:** The Union shall present to the Chief of Police in writing all facts pertaining to the problem or incident complained of within fifteen (15) calendar days of its occurrence.

Within ten (10) calendar days after the grievance is received, a meeting shall be held between the parties to discuss adjusting or resolving the grievance. The Chief of Police shall render a decision in writing thereon to the Union within thirteen (13) calendar days of the meeting.

2. Police Commission: If the decision is not satisfactory, the Union may present such grievance in writing to the Police Commission within ten (10) calendar days after receipt of the decision of the Chief of Police.

Within ten (10) calendar days of the receipt thereof, the Police Commission shall meet with the representatives of the Union for the purpose of resolving such grievance. A written decision thereon will be provided to the Union within thirteen (13) calendar days following the date of the meeting.

3. American Arbitration Association: If the decision is not satisfactory, the Union may appeal such decision within ten (10) calendar days after receipt to arbitration by the American Arbitration Association. The decision of such Association shall be final and binding upon all parties. Expenses relating to any action before the American Arbitration Association shall be shared equally by the Union and the Town.

6.3 Upon written request, each party shall have the right to one (1) fourteen (14) day extension per step of the grievance procedure, with the right to request additional extensions which require mutual agreement.

6.4 Any grievance that is not appealed to the next step within the specified time limits will be considered settled on the basis of the last decision rendered.

6.5 Nothing contained herein shall prevent any department member from **presenting** his/her own grievance and representing him or herself, however, no settlement shall be reached which is in violation of this **Agreement**. The Union shall receive a copy of all Police Commission decisions within ten (10) days of such decision.

6.6 If the Town fails to **meet** and/or to answer any dispute within the prescribed time limits as hereinbefore provided, such dispute may **be** processed to the next step.

ARTICLE 7
WORKWEEK

7.1 In addition to any other benefits each member is entitled to under this Agreement, every member of the bargaining unit shall have one-hundred and sixteen (116) days leave per fiscal year, unless otherwise received in overtime pay.

7.2 Effective July 1, 2009, the normal work day for the Patrol Division, with the exception of the Sergeants, shall consist of three (3) shifts which are Midnight Shift (2300 to 0700 hours), Day Shift (0700 to 1500 hours) and Evening Shift (1500 to 2300 hours). The normal work day for the Patrol Division Sergeants, shall consist of three (3) shifts which are Midnight Shift (2230 to 0630), Day Shift (0630 to 1430), and Evening Shift (1430 to 2230). The typical work week cycle shall consist of five (5) consecutive eight (8) hour days followed by three (3) days off, then five (5) consecutive eight (8) hour days followed by two (2) days off, then five (5) consecutive eight (8) hour days followed by two (2) days off, and then the cycle is repeated.

Unless specifically assigned by the Chief of Police to designated duties, the Patrol Division shall "bid" by seniority for fixed shift assignment. This bidding process will occur every three (3) months. Implementation of the bids may be adjusted by the Chief of Police in order to reduce any overtime which might otherwise be caused by changes in bids, provided, however, that the Chief of Police's discretion in adjusting such bids shall not be unreasonably exercised.

For the nine (9) month period immediately following completion of the Field Training Program, new members shall rotate through each of the three (3) shifts, Day, Evening, and Midnight. The order of this rotation shall be determined by the Chief of Police or his designee. This rotation shall be done on a quarterly basis (e.g., three (3) months on the Day Shift followed by three (3) months on the Evening Shift, followed by three (3) months on the Midnight Shift.) At his discretion, the Chief of Police may extend this nine (9) month period of shift rotation to twelve (12) months in which case, the Chief of Police would determine the shift on which the member will work for the fourth (4th) quarter. Following the procedure set forth in the preceding paragraph, a member shall be allowed to bid for the shift he/she will occupy once he/she completes the nine (9) or twelve (12) month period even if said bidding must occur before the member has finished the nine (9) or twelve (12) month period in order to coincide with the bidding being conducted by the rest of the department for the quarter that will encompass the time after the expiration of the member's nine (9) or twelve

(12) month rotational period. The member shall not assume the shift position bid, however, until he/she has completed the nine (9) or twelve (12) month period. During the nine (9) or twelve (12) month period, members shall be allowed to exercise the practice of changing shifts with other members provided such **shift** changes do not result in the member circumventing the mandated nine (9) or twelve (12) **month Day Shift, Evening Shift, Midnight Shift** rotation.

Notwithstanding the foregoing, the Chief of Police may temporarily reassign members in the nine (9) or twelve (12) month rotational time period to alternate **shifts** based upon Department need.

There shall be one (1) sergeant and seven (7) patrol officer positions (excluding desk officers) available for bidding by seniority per **shift**, including one (1) sergeant for the Days/Midnight position and one (1) sergeant for the Days/Evening position. At the discretion of the Chief of Police, he may adjust the number of personnel on a specified shift according to the total manpower available per the organizational status.

7.3 Except for emergencies, the department shall give notice of at least forty-eight (48) hours to a member who is needed on another shift, unless the member agrees to a shorter term of notice. No member will work more than sixteen (16) hours in a twenty-four (24) hour period unless emergency circumstances as determined by the Chief of Police or his designee exist.

A shift is defined as an eight (8) hour period a member is assigned during any twenty-four (24) hour day.

7.4 The practice of members switching shifts and days off shall be allowed whenever they choose, providing the shifts are covered and both members are in agreement between them. If a member is assigned overtime, the member shall be permitted to give it away and the overtime may be worked by another member. However, in the event the member is unsuccessful in getting another to work in his/her place, the member shall be required to work the overtime. The member must submit, in writing, at least five (5) days in advance of the date of the switches, a notice of any switches. The Chief of Police or his designee, however, may waive the five (5) day advance notice.

7.5 The following procedures will be followed when filling overtime assignments when there is a minimum of five (5) days notice of the overtime need. The administration will post an

overtime assignment using the POSS, indicating the coverage needed, including date, shift, and rank. Members may sign up for the "posted" overtime assignment. Preference is given to senior members and members who sign up for the entire complete overtime assignment, typically eight (8) hours. If no member signs up for the full overtime assignment, the assignment may be split into two (2) four (4) hour assignments and filled by members who have signed up for a four (4) hour split assignment. If either a full eight (8) hour assignment or a four (4) hour split assignment is not filled voluntarily, the administration will make the assignment based on seniority.

7.6 Detectives shall work a work schedule with consecutive days off but shall not average more hours per week (Monday through Sunday over any two (2) consecutive weeks) than the average hours worked by those members in Section 7.2 above. Detectives shall work a shift from 0730 hours to 1530 hours, and then a shift from 1500 hours to 2300 hours, and then the cycle is repeated. However, the shift of detectives may be changed upon mutual agreement between the detective and the commander of the Investigative Services Division.

7.7 No member shall be scheduled for less than two (2) days leave at any time unless arrangements are made between the department and the member or unless as allowed by other provisions of this Agreement.

Members specifically assigned to designated duties by the Chief of Police pursuant to Section 7.2 above shall work the schedule as prescribed by the Chief of Police. The Records Officer, IT Officer, School Resource Officer, Training Officer, and Administrative Sergeant will be considered administrative positions and subject to Patrol call in. The Miscellaneous Assignment to the Chief Officers (MAC) will be considered part of Patrol. It is understood that the Chief at his discretion can always switch a member's schedule with forty eight (48) hours notice or for emergencies. Such members shall receive the same number of days off during the fiscal year as the members in Section 7.1 above. Any hours in excess of the normal work week or schedule shall be compensated with overtime pay at the rate of time and one-half (1 1/2).

7.8 The Town may order in officers on overtime to cover staffing needs for up to two (2) DUI checkpoints per calendar year. If the Town does not have sufficient volunteers from the Wilton Police Department uniformed officers personnel, the Town will first ask for volunteers from other neighboring town and/or city

police departments at least ten (10) days prior to the date of the DUI checkpoint before ordering Wilton police officers in on overtime. The Town will provide a minimum of seven (7) days notice prior to the date of the DUI checkpoint to the Wilton police officers being ordered in on overtime.

7.9 The Town will post the DUI checkpoint job within forty eight (48) hours of Department receipt of State approval of the grant funding the DUI checkpoint.

7.10 The Town agrees not to conduct DUI checkpoints on Christmas and Thanksgiving.

7.11 The Union agrees that the DUI checkpoint does not constitute an Extra Duty job as defined by Article 11 of the collective bargaining agreement between the Town and Union.

7.12 Effective May 1, 2014, the Town agrees to limit the number of regularly-bid shifts switches it makes to twelve (12) switches per month, with the exception that two (2) months out of a calendar year, it may switch shifts up to 16 times per month, in the Town's sole discretion. Officers on administrative assignments to designated duties by the Chief of Police under Section 7.2 will be regarded as being on a regularly-bid shift.

7.13 No officer may have his regularly-bid shift switched more than four (4) times per month. Switches will be made in reverse seniority order.

7.14 Switches involving officers who are moved from their regularly-bid shift for light duty or administrative assignment, including but not limited to disciplinary assignments or assignments pending resolution of internal affairs investigations, will not be considered as one of the twelve (12) and/or sixteen (16) switches per month. The switch involving the officer whose regularly-bid shift is switched to cover the shift of the officer who has been moved for light duty or administrative assignment as described above will count towards the twelve (12) and/or sixteen (16) switches per month.

7.15 Effective July 1, 2014, the Town agrees to pay the applicable shift differential to the officer who is switched to the evening or midnight shift if such shift is counted as one of the twelve (12) and/or sixteen (16) switches per month, but will not pay the officer whose absence from the evening or midnight shift caused the need for the switch.

7.16 The Town agrees to pay an officer who is regularly scheduled to work either the evening or the midnight shift and is switched to the day shift as one of the Town's twelve (12) and/or sixteen (16) switches per month the shift differential that would have applied if he/she had worked the regularly-scheduled bid shift.

7.17 Sections 7.9 through 7.17 will not affect the Town's ability to assign overtime and order in officers in other circumstances not otherwise limited by the collective bargaining agreement.

ARTICLE B
LONGEVITY PAY

8.1 Each member shall be paid longevity pay in the first (1st) pay period of July of 1986 and each July following the completion of the respective anniversaries as follows:

10 Years ..	\$300	15 Years	\$450
11 Years ..	\$330	16 Years	\$480
12 Years ..	\$360	17 Years	\$510
13 Years ..	\$390	18 Years	\$540
14 Years ..	\$420	19 Years	\$570
		20 Years & Over. .	\$650

ARTICLE 9
TEMPORARY ASSIGNMENT TO A HIGHER
RATED JOB WITHIN THE BARGAINING UNIT

9.1 If a regular member of the department is temporarily assigned to work as a sergeant for four (4) or more hours during a shift, the member will receive eight (8) hours pay at the sergeant's step 1 rate.

9.2 The parties to this Agreement recognize that there may be times when regular members of the department are assigned for shorter periods to act as sergeant in which case their regular pay will continue for such temporary assignments.

9.3 Regular members of the department so assigned will revert to their regular rate of pay at the end of the temporary assignment.

9.4 If a temporary assignment continues in excess of ninety (90) days, has become vacant and in the discretion of the Police

Commission and the Board of Selectmen continues to exist, said position shall become subject to examination. An examination shall be arranged and held within a reasonable period of time.

9.5 Assignment of Members to Acting Sergeant Position on a Temporary Basis: The following procedures will be used when selecting a member to be assigned the position of Acting Sergeant on a temporary basis when the assigned duty Sergeant is not available.

- a) The administration will first attempt to fill the temporary Sergeant vacancy with another sworn Sergeant.
- b) If no sworn Sergeant is available to fill the vacancy, the administration will select from the current Sergeant promotional list the highest ranking member assigned to the shift where the vacancy exists to be given the Acting Sergeant assignment.
- c) If an Acting Sergeant assignment cannot be made using the procedure outlined in (b) above, the administration will select from the current Sergeant promotional list the highest ranking member, including Detectives, to be given the Acting Sergeant assignment.
- d) If an Acting Sergeant assignment is made using the procedures outlined in (b) and (c) above, the assignment is at the discretion of the Chief of Police or his designee.
- e) If a Sergeant does not desire to work any overtime, he must make a written request directed to the Staff Commander expressing the desire not to be assigned overtime, and such request will be taken into consideration when overtime assignments are being made. However, such a request does not exempt the Sergeant from overtime assignments.
- f) If a Sergeant desires to give away an overtime assignment, he must first attempt to pass the overtime assignment to another Sergeant. If he/she is unsuccessful in giving the overtime assignment to another Sergeant, he/she may offer the assignment to the top three (3) members on the current Sergeant's promotional list. If he/she is still unsuccessful, he/she must work the overtime him/herself. Sergeants will not be permitted to give an overtime assignment to a lower ranked member.

- g) A member shall not be moved from his/her shift for a single day to fill an Acting Sergeant assignment on another shift unless there is an emergency situation.
 - h) No changes of shifts will be made to circumvent the filling of a shift on a one (1) day basis.
 - i) If advance notice of a long-term vacancy is known, personnel may be moved from one shift to another to accommodate the long-term assignment. As is consistent with practice, long-term means more than thirty (30) days.
- 7) Members will not be moved from one shift to another to fill an Acting Sergeant assignment if the change in shift results in long-term (more than thirty (30) days) overtime costs due to the need to fill the vacancy created by the member who was moved to another shift to assume the Acting Sergeant assignment.
- k) If the administration does not receive adequate notice of a Sergeant vacancy, and there is no member on the promotional lists available to fill the vacancy, the administration may fill the position with any member the administration believes is capable of fulfilling the functions of the Acting Sergeant assignment.
 - l) The administration reserves the right to make an Acting Sergeant assignment without following the procedures outlined above if the administration believes such an assignment is in the best interest of the Department and to ensure efficient operations of the Department.

ARTICLE 10
OVERTIME - COURT TIME - CALL-IN

10.1 Whenever any department member works in excess of forty (40) hours weekly or the daily work schedule, he/she shall receive pay at the rate of one and one-half (1 1/2) times his/her regular rate of pay.

10.2 **Court-Time:** Whenever any department member is subpoenaed or directed to any legal proceeding as a Wilton police officer on his/her off-duty time, he/she shall receive pay at the rate of one and one-half (1 1/2) times his/her hourly rate of pay for a minimum of four (4) hours less any compensation paid to said

employee by the State of Connecticut or any other party to the action.

10.3 Call-In: In the event a member is called in to perform work other than at his/her regularly scheduled hours, said member shall receive a minimum of four (4) hours pay at the rate of one and one-half (1 1/2) times said member's regular hourly rate of pay with the exception that if a member is called in to perform work at a time contiguous to his/her regularly scheduled hours, the member shall not receive a minimum of four (4) hours pay. Rather, the member shall be paid only for the extra hours worked, and this pay shall be at the rate of one and one-half times said member's regular hourly rate of pay.

The following procedures will be followed when calling in members to work other than during their regularly scheduled hours:

For call-in periods where the department receives less than eight (8) hours notification of the need for call-in, priority will be given to assigning personnel who will either be on a four (4) hour carry over from their normal shift or on a four (4) hour call-in prior to their normal shift. Senior **officers will have** preference. Exceptions to this preference will be exigent circumstances, or **if a particular** member has already worked an unusual number of consecutive assignments. The first member who accepts the overtime assignment will receive it.

For call-in **periods** where the department receives eight (8) hours or greater notification, but less than five (5) days notification, of the need for call-in, priority will be given to members who are available to work the full eight (8) hours with preference to those members who normally work the same time period as the shift where the need for call-in exists. If no member is available for the full eight (8) hour shift, the assignment will be made in two (2), four (4) hour blocks drawing from members from the current shift, the following shift and off-duty personnel. For call-in periods where the department receives more than five (5) days notification from posting until the date of the overtime assignment, preference will be given to the senior member in the job class.

The Records, IT, Training, School Resource Officers, M.A.C., and Administrative Sergeant will be considered day shift Patrol Division personnel for the purposes of overtime assignments. Detectives will be used for Patrol Division overtime assignments

on a "last resort" basis, and only after the Patrol Division personnel resources have been exhausted.

A preference list will be maintained for those members who do not wish to be given overtime assignments. This list will be taken into consideration when overtime assignments are being made. However, members will have no right to refuse an overtime assignment.

There will be a fifteen (15) minute grace period after a page or call has been made for a patrol overtime assignment to allow members an opportunity to respond before the assignment is made. It is understood that the assignment will be made after the fifteen (15) minute grace period based on the data the Chief of Police or his designee has available to him at the time of making the assignment.

10.4 **Straight-Time Pay Calculation:** For purposes of the above sections of this Article, to determine the straight time hourly rate of pay, determination of time and one-half (1 1/2) and holiday pay, the straight time hourly rate of pay shall be determined by dividing one-thousand nine-hundred ninety-two (1,992) hours per year into the member's respective annual base pay as required by law.

The straight time daily rate shall be determined by multiplying said straight time hourly rate by eight (8) hours per day.

ARTICLE 11 **EXTRA DUTY**

11.1 Extra duty in the Agreement refers to work assignments involving police duties for private and special duty functions worked by the department members outside of and in addition to the normal and regular working hours.

- a) For jobs worked, the member shall be paid at a rate equal to one and one-half (1 1/2) times the top step Sergeant's hourly rate of pay with a minimum of four (4) hours unless otherwise accepted by the member for a minimum of two (2) hours. For each hour, or portion thereafter, the officer shall continue to be paid at one and one-half (1 1/2) times the top step Sergeant's hourly rate. For the purpose of this section, the top step Sergeant's rate shall be the rate detailed in the wage schedule. Sergeants, for the purpose of this section, shall receive the highest current Sergeant overtime rate based on the wage schedule and their

additional pay such as stipends, longevity, etc. The rate shall be set quarterly to coincide with the bid shift.

- b) Procedure: All extra duty assignments shall be filled first by contacting all bargaining unit members who are available for extra duty and who have expressed a desire to be called for such assignments in the following order:
- 1) Those on their days off;
 - 2) Those on their time off, before or after a shift, but the extra duty assignment shall not interfere with departmental on-duty time;
 - 3) Assignments shall be voluntary by the members;
 - 4) The Chief of Police or his designee assigns thereafter from those expressing a desire for extra duty assignments.
 - 5) There will be a fifteen (15) minute grace period after a page or call has been made for an extra duty assignment to allow members an opportunity to respond before the assignment is made. It is understood that the assignment will be made after the fifteen (15) minute grace period based on the data the Chief of Police or his designee has available to him at the time of making the assignment.
 - 6) The number of hours of extra duty worked in any given month will be reset to zero (0) at the start of each new month for purposes of determining priority for an extra duty assignment.
 - 7) A member who has accepted an extra duty assignment will not be eligible to subsequently substitute an overtime assignment that conflicts in timing with the extra duty assignment.

When any construction or utility work impedes into the travel portion of any Town or State road, within the boundaries of the Town of Wilton, and in any way puts the safety of the public at risk as determined by the Chief of Police or his designee, the Town shall recommend said contractor performing such work to hire uniformed Wilton police officer(s) at such site. The Chief of Police or his designee shall determine the number of officers necessary

at such site to ensure public safety and traffic flow. Town of Wilton Department of Public works and State of Connecticut Department of Transportation maintenance crews shall be exempt from this provision.

ARTICLE 12

SENIORITY

12.1 Seniority shall be based upon the length of the member's most recent period of continuous, uninterrupted departmental service as a sworn member of the Wilton Police Department commencing with that member's date of appointment as a Wilton Police Officer by the Wilton Police Commission for all purposes except shift bidding and vacation scheduling. For purposes of shift bidding and vacation scheduling, seniority shall be based upon the member's most recent period of continuous, uninterrupted service in his/her respective classification.

12.2 Seniority shall help govern all members of the Wilton Police Department in cases of demotion, their retention in case of reduction in the force and their assignments or reassignments due to expansion or reduction in the force. In the event of layoffs within the Department, layoffs shall occur according to seniority within the department, with the least senior bargaining unit member being laid off first, and **successive** layoffs following the order of seniority with last hired being first laid off.

12.3 The Chief of Police will publish a departmental seniority list that will be available at all times.

12.4 A department member's length of **service shall not** be reduced by time lost due to sickness or injury leave.

12.5 As set forth in Section 12.2 above, for purposes of the promotional process, seniority shall be based upon the length of the member's continuous, uninterrupted departmental service as a sworn member of the Department, commencing with the member's date of appointment as a Wilton Police Officer by the Wilton Police Commission. Seniority shall be given consideration in all promotional examinations as long as the candidate receives a passing grade by adding to the final grade of such candidate one-quarter (1/4) point for each full six (6) months of service to a maximum of eight (8) points which such candidate has with the Wilton Police Department on the closing date of applications for such promotional examination.

12.6 To enable the Police Commission to exercise sound discretion in the filling of positions within the police force, no employment or promotion in any position on the police force shall be deemed final and permanent until the expiration of a one and one-half (1-¹/₂) year probationary period for new employees, a one (1) year probationary period for new employees who are lateral transfers, and a six (6) month probationary period for promotion, provided, however, the Police Commission may, for just cause, extend such period for an additional six (6) months. If such probation is to be extended, the Police Commission will inform the member involved, in writing, a reasonable time before expiration of the initial eighteen (18) month, twelve (12) month, or six (6) month period. Such notice will set forth the reasons for the extension so as to allow the member to improve his/her performance in accordance with department standards. Upon satisfactory completion of a probationary period, the member will be placed on the appropriate seniority list and shall receive full continuous credit from the date of hiring. If a member is suspended, he/she will not accumulate seniority during the suspension period.

12.7 It is the policy of the Town and the Union that there shall be no discrimination against race, creed, color, sex, or national origin in the hiring or promotion of department members and the provisions of this Agreement shall be applied to all members covered by it without regard to said race, creed, color, sex or national origin.

ARTICLE 13

BUSINESS LEAVE

13.1 Each of the three (3) members of the Wilton Police Union's Negotiating Committee shall be granted leave from duty with full pay to attend 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.

13.2 The members of the Wilton Police Union's Grievance Committee, not to exceed three (3) members, shall be granted leave from duty with full pay, such leave not to exceed sixteen (16) hours per month non-cumulative, to attend meetings between the Town and the Union for the purpose of processing grievances when he/she is scheduled to be on duty.

13.3 Training Leave: Each member shall be entitled to a minimum of three (3) days per year leave with pay for in-service training so long as the training is approved by the Chief of Police.

- a) Members shall receive a meal allowance of twenty five dollars (\$25.00) per day for each day they are out of town on training and spend the night away from home.

13.4 Monthly Meetings: The Town undertakes not to modify members' work schedules so as to prevent the Executive Board, the President, the Treasurer and the Secretary of the Wilton Police Union from attending regularly scheduled monthly meetings of the Union.

13.5 The members of the Wilton Police Union's Executive Board shall be granted leave from duty with full pay, not to exceed a total of ten (10) days or eighty (80) hours per fiscal year for the entire Executive Board, to attend Union seminars or training, conventions, conferences, and other union activities All requests for Union leave shall be made by the Union President or his designee.

ARTICLE 14

SICKNESS AND NON-OCCUPATIONAL INJURY LEAVE

14.1 For each separate illness or injury, each department member will be entitled to regular pay commencing with the first (1st) workday of reported absence due to personal illness or non-occupational related injury to a maximum of three (3) calendar months. Example: If a member goes out on sick leave on March 15, 2005, he/she will receive full pay through June 14, 2005. Thereafter, and for a period of nine (9) additional calendar months, the amount will be fifty percent (50%) of regular salary.

14.2 After an absence of more than three (3) consecutive workdays, a certificate of disability will be furnished by the member's physician, if requested by the Chief of Police or his/her designee. A report, in person, by telephone or letter, once every seven (7) days, if requested by the Chief of Police, or his/her designee, will be submitted during the period of convalescence. At the discretion of the Town, an examination by a physician to be designated and compensated by the Town may be required. Abuse of sick leave shall constitute grounds for disciplinary action by the Chief of Police.

14.3 If the absence is caused by sickness or accident which entitles the member to Workers' Compensation payment, or if payments are received from or on behalf of another party responsible for the cause of the accident, only the difference between the benefits and the other payments will be allowed.

14.4 If a member has been out on sick leave, he/she shall not be permitted to work an extra duty assignment or overtime for the Department for the sixteen (16) hour time period following the shift spent on sick leave, unless the extra duty or overtime assignment is approved by the Chief or his designee.

ARTICLE 15
PERSONAL LEAVE

15.1 Leave of Absence with Pay: The Chief of Police or his designee, at his discretion, shall grant a personal leave of absence with pay for a period not to exceed three (3) regularly scheduled work days per fiscal year, regardless of start date within the fiscal year, which may be taken in half day increments or hourly with permission of the Chief of Police to attend to personal business which by necessity cannot be conducted during normally scheduled working hours. Members need only advise of the need for said personal leave, the date the leave is needed and the shift the member is scheduled to work on that day. Personal leave days, half days, or hours may only be taken in conjunction with vacation or holiday days or with the days off that may immediately precede or follow vacation or holiday days if the member seeking the personal leave day(s), half days, or hours provides the Chief of Police or his designee with the reason for the need for the personal leave requested. Hourly leave may be used with permission of the Chief of Police or his designee. The Chief of Police or his designee may require the member to provide a reason for the need of hourly leave.

15.2 Leave of Absence without Pay: The Chief of Police may grant leave of absence without pay for a period not to exceed thirty (30) calendar days to any department member who requests such leave for personal reasons. Upon expiration of such leave of absence or earlier, if so requested by such member, he/she shall be reinstated in the position which he/she held at the time leave was granted. Failure by the member to return from such leave will be considered as a voluntary resignation.

15.3 Exceptions: The Chief of Police may grant extensions to the above time periods. All such exceptions are to be reported to the Police Commission at the next regularly scheduled meeting.

15.4 Requests for personal leave under Article 15 shall not be unreasonably denied.

15.5 Family Medical Leave: In the event the member is eligible for family or medical leave under Federal or State law, it is understood that such entitlement shall be in lieu of his entitlement under 15.2 above to the extent of the number of weeks of family or medical leave taken.

- a) The member shall have the option of taking an unpaid family or medical leave or of substituting all his/her accrued paid leave for family or medical leave, i.e., the member's accrued paid leave shall run concurrently with, not in addition to, his/her family or medical leave.
- b) During unpaid family or medical leave, group medical insurance will be continued by the Town as required by law. Group life insurance will be continued by the Town provided that the employee submits payment for the cost of the premiums to the Town, monthly, in advance.
- c) It is understood that all leave provisions shall be administered in a manner consistent with a member's rights, if any, under applicable family and medical leave statutes. Likewise, it is the Parties' intent that the Town shall have the right to exercise any rights of an employer under such applicable statutes. In addition, while a member is out on family or medical leave, he/she cannot perform extra duty work.

ARTICLE 16

BEREAVEMENT LEAVE

16.1 Up to five (5) days shall be granted to each member in the case of the death of the member's wife, husband, mother, father, daughter, or son. The members shall **have** the option to take bereavement leave in full- or half-day increments.

16.2 Up to three (3) days shall be granted to each member in the case of the death of the member's mother-in-law, father-in-law, stepmother, stepfather, sister, brother, grandparent(s), grandchild or any relative who is domiciled in the member's

household. The members shall have the option to take bereavement leave in full- or half-day increments.

16.3 Bereavement leave of one (1) day shall be granted to members to attend a wake and/or funeral services of a brother-in-law, sister-in-law, uncle, aunt, nephew, niece, son-in-law or daughter-in-law. The members shall have the option to take bereavement leave in full- or half-day increments. The Chief of Police shall have discretion to grant bereavement leave in hourly increments on a case-by-case basis. The Chief of Police's decision to grant or deny hourly leave shall not be subject to the grievance process.

16.4 A member making a request for leave under the provisions of this Article shall make such request on an authorized form for bona fide reasons. Such forms shall be executed in duplicate with a space provided for approval or disapproval. Any request which is disapproved shall carry a statement in writing explaining the reason for such disapproval of a leave request and returned to the requesting member.

ARTICLE 17 INJURY LEAVE

17.1 Injury Leave Pay: Each member who is injured or disabled in the performance of his duties shall be entitled to injury leave with full pay, less workers' compensation, from the day of injury until such time as he/she is able to return to duty. In no event shall an employee receive full pay pursuant to the terms of this provision for more than seventy eight (78) weeks as a result of the same injury. In no event, shall such injury leave as provided herein exceed two (2) years. If such member is unable to return to duty at the expiration of two (2) years from date of injury, he/she shall be eligible for all benefits to which he/she may be entitled under the disability or any other applicable provisions of the Retirement Plan.

17.2 Medical Expenses: During such injury leave, the Town shall pay hospital, medical and drug expenses in excess of reimbursement made to the member by worker's compensation, liability insurance or other payments for each member who is injured or disabled in the performance of duty, provided he reports such injury or disability to the Chief of Police or the shift commander for the shift upon which the injury occurred on the day in which the injury or disability occurs or as soon as the injury or disability is discovered, but in any event not

later than the reporting time limits set forth in the State of Connecticut worker's compensation statutes.

ARTICLE 18
MILITARY LEAVE

18.1 A department member shall be granted a military leave of absence without pay in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and as it may from time to time be amended and in accordance with other applicable Federal and State law.

ARTICLE 19
RESIDENCE

19.1 Any member hired after July 1, 1984 shall be required to live within forty five (45) road miles from the Town Hall of Wilton. Members may appeal to the Chief of Police and Police **Commission to have the** forty five (45) road miles requirement increased up to a maximum of fifty (50) road miles. The parties agree that it is in the interest of the Town to be able to summon the member to emergency duty in the shortest possible time.

ARTICLE 20
HOLIDAYS

20.1 All members shall receive twelve (12) holidays per calendar year: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

20.2 Effective January 1, 2001, during each calendar year, members shall be compensated for these twelve (12) days as follows:

Twelve (12) working days either to be taken as leave time, as either **singular** days or in blocks of days, or in pay, to be received in the first pay period in January following the calendar year in which the days could have been taken at the normal daily rate of pay in effect at the time payment is made. There shall be no carryover of holidays from one calendar year to the next.

New hires and terminated members receive a prorated amount of holiday time calculated as follows. One (1) holiday is earned per full month worked. For new hires, these days can be used as

described in the immediately preceding paragraph. For members who terminate employment, the number of holidays earned will be calculated, the number of holidays taken as leave time subtracted from the number earned, and the member will receive the balance of holidays earned in pay at termination at the daily rate of pay in effect at the time of termination.

Day(s) shall be granted if the department incurs no officer replacement cost and granting the day(s) will not decrease patrol coverage to less than three (3).

Members must give the department at least twenty-four (24) hours notice for request of leave time. Members may take holiday leave without twenty-four (24) hours notice if the affected shift has the minimum staffing needed, as determined by the Chief of Police or his designee.

All Chief of Police designees, including shift supervisors, can approve leave time.

Once approval has been granted, it cannot be rescinded.

Preference will be given to members who sign up for their holiday leave time in blocks, not single days.

The fact that holiday time is available will not be a factor in determining whether a Personal Leave day will be granted.

The prior system of determining holiday compensation shall cease as of December 31, 2000 and the system described above shall take effect January 1, 2001. There will be no carryover of benefits from the prior system to the current system of holiday **entitlement**. For members hired after January 1, 2001, their holiday leave for calendar year 2001 will be earned as set forth in the paragraph above that addresses newly hired members.

There shall be no retroactive pay to adjust for the fiscal year **2006 general wage increase for the holiday pay received in January of 2006 prior to the settlement of this Agreement**. In lieu of retroactive pay, each member who received holiday pay in January of 2006 shall receive eight (8) hours of leave with pay to be scheduled at the discretion of the Chief of Police and further to be scheduled so that it does not cause the Department to incur overtime costs.

ARTICLE 21
VACATIONS

21.1 After Probation: In each fiscal year, each member who has completed his probationary period shall receive vacation leave with pay.

21.2 After the first complete fiscal year of service, vacation entitlement will be earned in accordance with the following schedule. With the exception noted below, single day(s) shall only be granted if the member gives seventy-two (72) hours notice of his/her desire to take a single day, and the granting of single vacation days, like the granting of vacation in blocks of time, is subject to the staffing restriction set forth in the third ~~(3rd)~~ paragraph of Section 21.8(a). Members may take vacation leave without seventy-two (72) hours notice if the affected shift has the minimum staffing needed, as determined by the Chief of Police or his designee.

- 10 working days of vacation after 1 fiscal year (10 days can be taken singly)
- 15 working days of vacation after 5 fiscal years (up to 10 days can be taken singly)
- 18 working days of vacation after 10 fiscal years (up to 10 days can be taken singly)
- 20 working days of vacation after 15 fiscal years (up to 10 days can be taken singly)
- 25 working days of vacation after 20 fiscal years (up to 10 days can be taken singly)

21.3 Anniversary Date: For the purpose of calculating vacation time for all members who have completed their probationary period, the member's anniversary date will be his/her date of hire.

21.4 When Vacations Are Taken: Vacation leave shall be taken in the fiscal year following the year in which it was earned except that special permission may be granted to any department member by the Chief of Police to carry unused vacation leave from one year to the following year.

21.5 At Termination: Any member who is entitled to vacation at the time he/she terminates his/her services shall receive one (1) day of vacation pay for each day of such leave. In the

event that any member is entitled to vacation leave at the time of his/her death, his/her estate shall receive the vacation pay due the member on the same basis as the member would have been entitled in the case of termination.

21.6 A member shall be entitled to earned vacation pay upon separation from employment unless he/she has been discharged for "just cause."

21.7 Less than Full Year of Service: If a member has less than the required full year of employment prior to the close of the fiscal year, he/she shall be credited with pro rate earned vacation time, which may be scheduled upon completion of his first full year of employment as follows: Number of full months of service divided by twelve (12) x full vacation period applicable per annum. The member's actual date of hire will be used to calculate the number of full months of service.

21.8 Vacation Procedures

a) Annual Vacation Sign Up

Each year on February 1st an annual vacation sign up will be posted for the upcoming fiscal year. Every member must *sign* up for their vacation time for the months of July through December by March 1st. In addition, every member has the option of signing up for vacation for the whole fiscal year, i.e., July through June. Members who sign up for the full fiscal year by March 1st will have their first choice of vacation time periods, with seniority having preference.

Each year on August 1st a second vacation sign-up sheet will be posted for the months of January through June of the current fiscal year, indicating those vacation time periods remaining after the February sign-up. Requests for vacation time periods will **be granted with** seniority having preference. Requests for any of these remaining vacation time periods must be made by September 1st.

No more than four (4) Patrol Officers (**including** desk officers), one (1) Patrol Sergeant, two (2) members of the Investigative Services Division (seniority, not rank, to determine which officer(s) has priority, one (1) School Resource Officer, one (1) Records Officer, (1) IT Officer, (1) Training Officer, and (1) Administrative Sergeant may **be off at one** time. The number of officers *on* simultaneous

vacation leave may be increased with the approval of the Chief of Police. For purposes of this staffing requirement, employees who are out on leave consisting of a block of five (5) or more holidays, in addition to employees on vacation leave, will count towards the maximum number of officers allowed to be out at one time, as set forth above.

An exception to the seniority rule of awarding vacation requests will be made when a junior officer bids for the same time block as a more senior officer but requests more consecutive days. Blocks will be defined as the one (1) week periods posted in the **vacation** sign-up sheets.

Finalized vacation sign-up sheets will be posted on April 1st and October 1st.

b) Vacation Changes

Up to two (2) weeks prior to the posting of the monthly working schedule, members may turn in a vacation change voucher requesting a change in their vacation time which **cannot** be denied provided the time block has not been fully reserved.

Any changes in vacation scheduling as they relate to detective personnel will be implemented by the Investigative Services Division commander.

c) Vacation Changes After Schedule Has Been Posted

Once the monthly working schedule has been posted, members may apply for a vacation change by turning in a vacation change voucher.

Changes may be granted with the approval of the Chief of Police.

21.9 Effective July 1, 2011, and each fiscal year thereafter, members may take up to ten (10) single days of earned vacation, following the procedures set forth in Article 21.

ARTICLE 22
UNIFORMS AND EQUIPMENT

22.1 The Town, at its expense, will furnish **to** and maintain, clean, repair and replace for each department member, **at** the

time of and during his/her employment, all necessary uniforms and equipment as listed in Appendix I.

22.2 The Town shall pay a clothing and cleaning allowance to each member assigned to the Investigative Services Division. A clothing allowance of two-hundred and no/100 (\$200.00) dollars and a cleaning allowance of one-hundred and no/100 (\$100.00) dollars will be paid to the members assigned to the Investigative Services Division each quarter of the fiscal year. The payment shall be made in the first (1st) pay period of the first (1st) month of the quarter in which the assignment has been made, i.e., for the first (1st) quarter (July through September), payment shall be made in the first (1st) pay of July; for the second (2nd) quarter (October through December), payment shall be made in the first (1st) pay of October; for the third (3rd) quarter (January through March), payment shall be made in the first (1st) pay in January; and for the fourth (4th) quarter (April through June), payment shall be made in the first (1st) pay of April. If a member is assigned to the Investigative Services Division for less than a quarter of a fiscal year, he/she will still receive the full stipend for that quarter.

ARTICLE 23 **INSURANCE**

23.1 For each regular member, the Town shall provide the following:

- a) The premium of a minimum seventeen-thousand five-hundred and no/100 (\$17,500.00) dollars accidental death and dismemberment insurance policy of the Police Association of Connecticut.
- b) False arrest liability insurance in the amount of five-hundred thousand and no/100 (\$500,000.00) dollars per occurrence with an aggregate maximum of one-million and no/100 (\$1,000,000.00) dollars; however, the provisions of Section 7-465, Connecticut General Statutes, shall prevail.
- c) Effective March 1, 2013, the employee premium for the Anthem Century Preferred Provider PPO plan (the "PPO plan") shall be 10.5%, with no premium cost share cap. The PPO plan design shall remain unchanged from the PPO plan in place as of the execution of this agreement through June 30, 2013, a brief summary of which follows.

Office Visit	\$10.00 co-pay
Emergency Room Visit	\$50.00 co-pay
Urgent Care Visit	\$25.00 co-pay
Hospitalization	\$50.00 co-pay
Prescription Drugs	Two Tier Managed Program: <ul style="list-style-type: none"> · \$10.00 Retail (Generic) · \$20.00 Retail (Brand) · \$20.00 Mail Order (3-month supply Generic) · \$40.00 Mail Order (3-month supply Brand) · Unlimited Annual Maximum · Managed means the pharmacist will automatically substitute generic for brand. However, if the physician writes "Dispense as written." on the prescription, this automatic substitution will not be made.

Effective July 1, 2013, the Anthem Century Preferred PPO co-pay table **will** be the following:

Office Visit	\$20.00 co-pay
Emergency Room Visit	\$100.00 co-pay
Urgent Care Visit	\$50.00 co-pay
Hospitalization	\$200.00 co-pay
Outpatient surgery	\$200.00 co-pay
Prescription Drugs	3 Tier Public Sector Managed Plan: \$10/\$25/\$40 Co-payments: \$10 for generic \$25 for formulary \$40 for off formulary 2x Mail Order Unlimited Maximum

Effective June 30, 2014, the Anthem Century **Preferred PPO** co-pay **table** will be the following:

Office Visit	\$25.00 co-pay
Emergency Room Visit	\$150.00 co-pay
Urgent Care Visit	\$75.00 co-pay
Hospitalization	\$250.00 co-pay
Outpatient surgery	\$250.00 co-pay
Prescription Drugs	3 Tier Public Sector Managed Plan: \$5/\$30/\$50 Co-payments: \$5 for generic \$30 for formulary \$50 for off formulary 2x Mail Order Unlimited Maximum

Effective July 1, 2013, the Anthem Century Preferred PPO plan will be replaced with an Anthem High Deductible Health Plan ("HDHP") with Health Savings Account ("HSA") for all eligible employees and dependents, and a revised Anthem Century Preferred Provider Organization ("PPO") plan, as set forth above, will be maintained for HSA ineligible employees and dependents.

The terms of the HDHP/HSA shall be as follows:

- a. Deductible: \$2,000 single and \$4,000 family. The deductible will cross accumulate between in-network and non-network providers.
- b. After the deductible is paid the plan will cover 100% of in-network medical charges and 80% of reasonable and customary non-network medical charges.
- c. Effective July 1, 2019, the maximum out-of-pocket expense for medical services and prescription drugs combined will be \$3,000 single and \$6,000 family in-network and \$4,000 single and \$8,000 family for non-network services.
- d. Preventive care will be covered 100% and will not apply towards the deductible.
- e. Effective July 1, 2019, after exhaustion of the deductible, there shall be prescription drug co-pays of \$5 (generic), \$25 (formulary brand), and \$40 (off formulary brand).

- f. The Town shall contribute 55% of the deductible into each employee's HSA on or about the July 1, 2013, but no later than July 15, 2013. The Town shall pay 50% of the deductible into each employee's HSA on or about the 1st of July, but no later than July 15th, each July thereafter.
- g. For new employees who enter the plan after July 1, 2013, the Town's contribution to the deductible shall be pro-rated based on date of hire relative to the plan year.
- h. For employees who have a status change resulting in an increase in deductible mid fiscal year, meaning they go from a single to a couple or family coverage, shall receive a pro-rated portion of the additional deductible based on the date of the status change relative to the plan year deposited into the employee's HSA.
- i. Members will contribute towards the cost of the Town's HDHP health insurance premiums pursuant to the Town's Section 125 plan as follows:

Effective Upon Ratification	10.0%
Effective July 1, 2018	10.5%
Effective July 1, 2019	11.0%
Effective July 1, 2020	11.5%

For employees and dependents ineligible for the HDHP with HSA, a revised Anthem Century Preferred PPO plan, as set forth in the tables above, will be available.

Members and dependents deemed ineligible to participate in an HSA due to the military service exclusion set forth in applicable IRS regulations shall be given the option to participate in the PPO plan at the premium cost share in effect for the HDHP plan with HSA.

For employees and dependents ineligible due to other exclusions set forth in applicable IRS regulations (such as the choice to participant in a spouse's health insurance plan), the PPO plan will be available as a buy-up option, meaning the employee pays the same premium cost share as the participants in the HDHP with HSA as well as the difference in premium between the PPO and the HDHP with HSA plans.

- d) The percentage set forth in Section (c) (h) above times the actual annual HDHP plan health insurance premium divided by twenty-six (26) will be the employee contribution that shall be paid through a payroll deduction that will be taken from each and every pay for the members' premium cost share for the HDHP plan with HSA and for the PPO coverage for those members ineligible for the HDHP plan with HSA due to the military service exclusion set forth in IRS regulations. The annual HDHP plan with HSA premium plus the differential between the PPO plan and the HDHP plan premiums divided by twenty-six (26) will be the employee contribution that shall be paid through a payroll deduction that will be taken from each and every pay for the members premium cost share for the PPO plan.
- e) Effective July 1, 1992, group term life insurance for the employee in an amount equal to one (1) times salary rounded to the nearest thousand dollars. Effective July 1, 1992, the Town will provide a fifty-thousand and no/100 (\$50,000.00) dollar term life insurance benefit payable only in the event the member is killed in the line of duty, as such is defined in the policy. If the Town does not self-insure the newly negotiated life insurance benefit, then the Town shall provide the Union with a copy of the carrier's insurance policy. If the Town self-insures, then the parties acknowledge that the fifty-thousand and no/100 (\$50,000.00) dollar benefit is payable only if the member is killed in the line of duty, as opposed to merely dying while on duty.
- f) Dental coverage for members and their dependents. Employees shall pay the same premium co-share percentages for dental insurance as is paid for the HDHP with HSA health insurance.
- g) The Town may change carriers in the above insurance provided such insurance are equivalent to or better than the above insurance benefits.
- h) Effective July 1, 1992, in the event a member is killed in the line of duty, the medical insurance as set forth herein shall be continued for the spouse and dependent children of said member, at Town expense; provided, however, that such insurance coverage shall cease for the spouse and/or children in the event of any of the following, whichever occurs first:

- 1) Remarriage of spouse (ceases for spouse; also ceases for children if step-parent has insurance under which children may be covered);
- 2) Death of spouse (ceases for spouse);
- 3) Insurance coverage is obtained elsewhere (ceases for spouse and children);
- 4) The earliest date on which the deceased employee would have been eligible to retire under the normal retirement date provisions of the Retirement Plan for Town of Wilton police officers (ceases for spouse and children); and/or
- 5) The dependent children reach twenty six (26) years of age ceases for children).

Once a spouse and/or child is no longer entitled to said insurance coverage, they are not entitled at a later date to again be covered pursuant to this section.

- i-1) Effective January 1, 1992, a member who retires pursuant to the Retirement Plan for Town of Wilton police officers is entitled to continue, at his/her own expense, coverage under the medical insurance as set forth herein, meaning either the PPO or the HDHP with HSA if eligible, and as those benefits may from time to time be modified or amended in future collective bargaining agreements. This benefit applies to the retiring member and spouse only. For members retiring on or after January 1, 1993, under the conditions set forth above, said members shall reimburse the Town one-hundred percent (100%) of the group premium rate or payment to a self-insurance fund.
- i-2) Effective July 1, 2000, any member who retires on or after July 1, 2000, pursuant to Section 3(1) "Normal Retirement Date" of the Retirement Plan for Town of Wilton police officers, or any member who is a participant in the Town's defined contribution retirement plan and separates from employment with the Town having achieved the requirements of "Normal Retirement" as set forth in Section 3(1) "Normal Retirement" Date of Retirement Plan for Town of Wilton Police Officers and his/her spouse, but no other dependents, shall be eligible to continue in the health insurance benefit set forth in Article 23, Insurance,

Section 23.1(c) and (f) of the 2011-2014 collective bargaining agreement between the parties, meaning either the PPO or the HDHP with HSA if eligible, and as these plans may from time to time be modified or amended in future collective bargaining agreements. The maximum period of such retiree health insurance coverage will be the lesser of one-hundred forty-four (144) months from the date of retirement or the date the retiree becomes eligible for coverage under Medicare or its successor, even if the retiree's spouse is not yet eligible for such Medicare or successor coverage on that date. During said period of retiree health insurance coverage, the Town will pay fifty percent (50%) of the lesser of: (a) The actual health insurance premium cost or payment to a self-insurance fund during such period of retiree health insurance coverage or (b) The health insurance premium cost or payment to a self-insurance fund at the time of retirement increased by five percent (5%) on July 1 of each year following the year of retirement. The five percent (5%) annual increase in the premium in effect at the time of retirement shall be applied on a compound basis, in accordance with the following example.

Premium at time of retirement - P
 Date of retirement: June 15, 2001

July 1, 2001: $P \times 1.05$
 July 1, 2002: $P \times (1.05 \times 1.05)$
 July 1, 2003: $P \times (1.05 \times 1.05 \times 1.05)$ and so on.

Each retiree shall have the option to choose either the HDHP/HSA plan or the PPO plan. If the employee chooses the HDHP/HSA, the Town shall pay fifty percent of the deductible share that the Town then pays for active employees, meaning if a retiree opts for single coverage the Town shall pay \$500 and if the retiree opts for couple or family coverage, the Town shall pay \$1,000. However, rather than deposit the deductible amount into the HSA, the Town shall deduct the value of the deductible from the retiree's required contribution to the premium co-share in equal monthly installments.

The health insurance coverage benefit provided in paragraph i-2 shall not extend to retiree(s) who continue full-time employment with health insurance coverage after retirement from the Wilton Police Department. A retiree may not elect cash payments in lieu of the health

insurance coverage set forth herein. Upon the expiration of the benefit period set forth in this paragraph i-2, the employee may continue the retirement benefit set forth in Section i-i.

- j) In the event there is joint spouse insurance coverage, both spouses being employees of the Wilton Police Department, then one of the spouses may waive in writing, the medical insurance as set forth in the collective bargaining agreement. In the event they so waive such insurance, they shall be paid annually one-half (1/2) of the lower of the two (2) spouses' medical insurance premiums. Such amount may be prorated if the election is made effective other than July 1.
- k) The Town and the Union agree to a reopener clause to consider the State Partnership Program for health insurance whereby either party may initiate the request to reopen the collective bargaining agreement to bargain switching to the State Partnership Program health insurance. Failure to reach agreement will result in mid-term interest arbitration only if both parties agree to such a result. If both parties do not agree to mid-term interest arbitration, and if resolution on the matter does not take place, the issue will be tabled until negotiations for a successor collective bargaining agreement.

ARTICLE 24 **INCREMENTS**

24.1 All annual salary increments shall be automatic unless a member's performance has been found to be unsatisfactory by the Police Commission after an appropriate hearing.

24.2 Increment increases should be allowed on July first (1st) of each year for all those to whom they pertain, except new members who became members of the department within three (3) calendar months prior to July first (1st).

24.3 The pay grade steps that are applied when a member is promoted or reduced in rank are included in the pay schedule attached to and made a part of this Agreement as Appendix II.

24.4 If the Town employs a full-time police officer who has prior experience as a police officer in a municipal police department in the State of Connecticut and who has received certification from the Police Officers Standards and Training

Council, the Wilton Police Commission may place said officer at any step of the police officer wage scale for his/her starting wage. Subsequent step increases will be in accordance with the terms of this Agreement.

ARTICLE 25
NO STRIKE CLAUSE

25.1 There shall be for the life of this Agreement or any statutory extension thereof, no strike, slowdown, suspension, stoppage of work, **or any** unauthorized unilateral speedup or increase in work productivity by any member or members by the Union.

25.2 Should any member or group of members covered by this Agreement engage in any strike, slowdown, suspension or stoppage of work, such member or members may be subject to disciplinary action.

ARTICLE 26
MISCELLANEOUS

26.1 Any member of the Wilton Police Department is considered on duty when he/she is involved in normal police activity including extra duty even though such incident may occur during his/her scheduled off-duty time.

26.2 Effective October 1, 1996 all members of the department shall be given access to **the monthly work** schedule three (3) months in advance through the POSS. The schedule will be available on a monthly basis on **the** Monday which falls closest to the **first** (1st) of the month through the POSS. There will be an understanding that each member is responsible for reflecting any additional changes in **the work** schedule.

EXAMPLE: Monthly schedule for April will be available on January first (1st).

26.3 No person under investigation, under arrest **or** being transported in connection with a police incident shall ride in the front seat of a police vehicle.

All persons taken into custody will be transported in the rear portion (seat) of the police vehicle. **If the person** is under arrest, he/she will be handcuffed behind his/her back for transportation purposes and placed in the rear of the vehicle. The prisoner partition will be in position and the rear doors

locked for the safety of the prisoner. If, in the opinion of the arresting officer, he/she feels a danger exists for the safety of the officer, the prisoner, the general public or Police department equipment in the officer's charge, the officer, in his/her discretion, may ask for and shall receive backup assistance for the transportation of the prisoner within the same vehicle assisting the officer in front.

In vehicles which are not provided with prisoner partitions, two (2) officers shall be used for transport at all times and may be used for persons being transported for investigation purposes, if, in the discretion of the officer, the situation warrants two (2) officers.

Two (2) officers shall be used in the transportation of any female prisoner(s) and the services of a female officer shall be used if one is available. Two (2) officers may also be used in the transportation of any female under investigation if, in the discretion of the investigating officer, the situation warrants same.

Two (2) officers shall be used at all times in the transportation of prisoners to court and to and from corrections institutions. Two (2) officers shall be used at all times in the execution of arrest warrants and in the execution of search warrants. With regard to warrants, the two (2) officers do not necessarily have to be Wilton police officers, but no less than two (2) officers shall be used in the execution of the warrant(s). All warrants executed in Wilton, issued to the Wilton Police Department for arrest(s) to be made in Wilton, shall be executed by two (2) Wilton Police Officers.

26.4 Members shall receive notice of all communications that are to be entered into their personnel files and shall be required to initial such communications. For purposes of this section, personnel file does not include internal investigation files.

26.5 If a member of the Department shall suffer the loss or damage to personally owned items such as wristwatches, eyeglasses, dental plates or any other related items while performing in the line of duty, as opposed to being lost or damaged while simply being on duty, said officer may, in the discretion of the Chief of Police, be reimbursed for said loss or damage. The Chief of Police's decision is not subject to the grievance procedure.

26.6 While new members attend the Police Academy for their initial certification training, their place of employment for all intents and purposes shall be considered the Police Academy, and they shall not be eligible for travel reimbursement.

ARTICLE 27
PENSION PLAN

27.1 The parties agree that a pension plan for the members of the Wilton Police Department covered by this Agreement has been negotiated as a separate document with its own duration terms.

ARTICLE 28
EDUCATION INCENTIVE PLAN

28.1 Education Incentive Plan:

- a) A member shall be paid seventy-five percent (75%) tuition reimbursement upon successful completion of course work leading to an Associate's degree in any major or a Bachelor's or a Master's degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law-Enforcement-related degree. Members must submit to the Chief of Police or his designee a letter of intent to enroll in classes meeting the **eligibility** requirement set forth above on or before January 1 of the fiscal year prior to the fiscal year in which the classes will be attended.
- b) During the fiscal year the member receives an Associate's Degree and every fiscal year thereafter, the member shall receive **additional** pay at the rate of five-hundred and no/100 (\$500.00) dollars per year. Payment in years subsequent to the fiscal year in which the member receives an Associates' degree will be made in the first (1st) pay in July.
- c) During the fiscal year the member receives a Bachelor's degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law-Enforcement-related program and every year thereafter, the member shall receive an educational allowance of one-thousand and no/100 (\$1,000.00) dollars. Payment in years subsequent to the fiscal year in which the member receives a Bachelor's degree will be made in the first (1st) pay in July.

- d) During the fiscal year the member receives a Master's degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law-Enforcement-related degree and every year thereafter, the member shall receive an educational allowance of one-thousand five-hundred and no/100 (\$1,500.00) dollars. Payment in years subsequent to the fiscal year in which the member receives a Master's degree will be made in the first (1st) pay in July.

- 0) If a member has received payment for having an Associate's degree in the same fiscal year as he/she receives a Bachelor's degree or for having a Bachelor's degree in the same fiscal year as he/she receives a Master's degree, he/she shall receive an additional five-hundred and no/100 (\$500.00) dollars in that fiscal year at the time he/she receives the Bachelor's or Master's degree. He/she shall receive a one-thousand and no/100 (\$1,000.00) dollars payment for a Bachelor's degree or one-thousand five-hundred and no/100 (\$1,500.00) dollars payment for a Master's degree in the first (1st) pay in July of each subsequent fiscal year.

- f) The payment for the Associate's degree in any major, Bachelor's degree, or Master's degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law-Enforcement-related degree shall supersede any payment for tuition reimbursement. However, in the fiscal year in which the member receives his/her degree, reimbursement under this Article shall be the greater of (a) seventy-five percent (75%) tuition reimbursement for any courses successfully completed that fiscal year or (b) applicable degree stipend.

- g) Two (2) years of active non-reserve military service shall be equated to one (1) year of higher education, such that an employee with four (4) years of active non-reserve military service shall receive incentive pay as if he has earned an Associate's degree.

- h) The Town will reimburse the member for the cost of all textbooks required to be purchased in connection with any course successfully completed by the member in working toward an Associate's in any major, Bachelor's, or Master's degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law-Enforcement-related degree.

- i) The payments in this Article shall apply only to successfully completed course work for school approved courses towards any Associate's degree or degree in Human Behavioral Science, Public Administration, Business Administration, Computer Sciences, or any Law-Enforcement-related degree and providing the member has received a grade of "C" or better or passing grade when a pass/fail system is used in place of letter grades.
- 1) Members shall be entitled to the above listed benefits upon completion of their probationary period. Payment will be made during the same fiscal year the probationary period is completed. Payment for the Associate's, Bachelor's, or Master's degree shall be made every fiscal year thereafter. Payment for successful completion of particular course work is made on a one time basis for the course(s) completed.

ARTICLE 29
APPOINTMENTS AND PROMOTIONS

29.1 Applicants for appointments to any promotional position in the Wilton Police Department shall submit to the following examination:

- a) All examinations shall be conducted by a qualified testing agency, as determined by the Chief of Police. Examinations shall consist of a written examination with a weight of sixty percent (60%) and an oral examination with a weight of forty percent (40%), with seniority figured in as per Article 12.5. Points for seniority will be capped at eight (8). Job performance will also be considered. Examinations will be conducted whenever a promotion eligibility list has expired, with the exception that if the Police Commission determines it will not be filling positions of a specific rank, the promotion examination for that rank will not be given and an eligibility list will not be maintained, until and if the Police Commission decides to once again fill positions of that specific rank.
- b) Any member of the department who has full-time police service with the Wilton Police Department (including probationary service) for at least five (5) continuous, uninterrupted years shall be eligible for promotion to the

rank of sergeant and three (3) continuous, uninterrupted years for the rank of detective.

- c) An eligibility list shall be created as a result of such examination. The Police Commission shall choose from the three (3) highest ranking grades on such examination. If a member who is on the eligibility list waives such position, the next applicant on such eligibility list shall be considered. In the event that more than one (1) vacancy is to be filled, the appointment of the eligible appointee shall be made from the three (3) top candidates remaining at the top of the list.
- d) Three (3) members of police departments, no closer than ten (10) miles of the boundary of Wilton, shall comprise the Oral Board, and each such member shall be at least one (1) rank higher than the position for which the promotional examination is being given. Each Oral Board member shall provide a numerical score for each applicant, and said scores shall be averaged. A member of such panel shall disqualify himself **if** a conflict of interest exists with respect to any applicant, and the remaining scores shall be averaged out and applied.
- e) The applicant must achieve a final calculated score of seventy five percent (75%) or higher, prior to adding points for seniority, in order to be eligible to proceed to the next phase of the promotional process.

29.2 Any eligibility list, created after July 1, 2000, kept by the Town for such promotion examination shall remain in effect for a period of twenty-four (24) months.

ARTICLE 30
ANTI-DRUG STATEMENT

30.1 The Town and the Union agree that the maintenance of a workplace free of alcohol and illegal drugs is mutually beneficial.

ARTICLE 31
PHYSICAL EXAMINATIONS

31.1 Department members will process the cost of their yearly physical examination through the Town's medical plan. The Town will pay for any portion of the physical examination cost that is not covered by the health insurance plan, e.g., co-pay,

deductible, co-insurance, and the full cost of the physical examination received in those years when the cost of the examination is not covered by the Town's medical **plan** due to the plan's age-based schedules. The Town will bear no responsibility for paying for any of the cost of additional medical care and/or diagnostic tests that are required as a result of the findings of an annual physical examination.

ARTICLE 32
DEFERRED COMPENSATION PLAN

32,1 The Town will offer a Section 457 deferred compensation plan. Costs incurred by the Town in offering and administering said plan shall not be passed **on** to plan participants. Effective on or about July 1, 2012 or the execution date of the July 1, 2011 through June 30, 2014 collective bargaining agreement, whichever date is later, the Town will amend its agreement with its Section 457 deferred compensation plan provider to permit employee Roth contributions to the Section 457 deferred compensation plan and employee contributions to Roth IRA's.

ARTICLE 33
FUNERAL EXPENSES

33.1 The Town shall pay all reasonable funeral expenses incurred by the family of a member who is killed in the line or performance of duty up to a maximum of ten-thousand and no/100 (\$10,000.00) dollars.

ARTICLE 34
DISPATCH

34.1 The Department may civilianize the job function of dispatcher provided that the member staffing described in paragraphs a-c below is maintained. The following procedures will be followed when staffing the Town's Emergency Services Dispatch Center:

- a) The Department will utilize a member on the Evening Shift and may utilize **a member on the** Day Shift, based on the current work rotation, Monday through Friday.
- b) The Department will staff dispatch with a member on the Midnight Shift, based on the current work rotation, seven (7) days a week.

- c) The Department will utilize a member on the Day and Evening shifts, based on the current work rotation, on Saturdays and Sundays.
- d) When any of the members scheduled to be desk officers are absent, their dispatch function first will be covered by members trained as desk officers, and if no members trained as desk officers are available, their dispatch function may be covered by civilian dispatchers.
- f) When any of the civilian dispatchers are absent, their dispatch function first will be covered by civilian dispatchers and if no civilian dispatchers are available, their dispatch function may be covered by trained members.
- e) The assignments referenced in a), b), and c) will be filled pursuant to practice.

ARTICLE 35
DRUG AND ALCOHOL TESTING PROGRAM

35.1 The Department will implement a drug and alcohol testing program that includes random testing and a disciplinary structure that requires termination of a member's employment with the Department if the member tests positive for drugs or alcohol a third (3rd) time and for members hired after the execution date of the July 1, 2011 through June 30, 2014 collective bargaining agreement if the member tests positive for drugs or alcohol a second (2nd) time.

ARTICLE 36
WELLNESS PROGRAM

36.1 A member who has taken two (2) or fewer sick days in the fiscal year and who has passed the Cooper Fitness Standards Test (which includes passing the physical examination which is a prerequisite of taking the Cooper Fitness Standards Test) will receive two (2) paid leave days to be scheduled at the Chief of Police's discretion. Participation in the wellness program is voluntary.

ARTICLE 37
DURATION

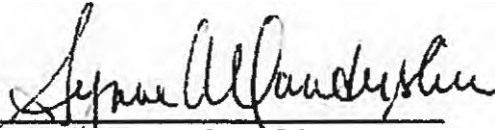
37.1 This Agreement shall become effective as of July 1, 2017 and shall remain in effect until June 30, 2021 and, except as

therein otherwise provided, will be automatically renewed thereafter for successive periods of twelve (12) months, unless either party requests a change in the Agreement or the renegotiation of a new Agreement by giving written notice to the other party not less than one-hundred eighty (180) calendar days before the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this PK day of _____, 2018.

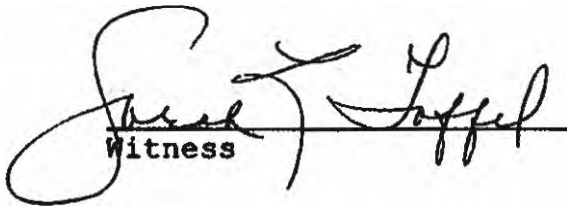
FOR THE TOWN OF WILTON

FOR WILTON POLICE LOCAL #1429,
AFSCME, AFL-CIO

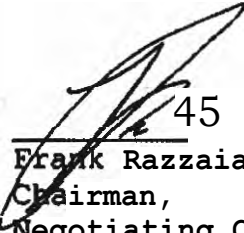


Lynne . Vander lice
First electman


Ti hy J- ger- _____
President



Witness



45
Frank Razaia
Chairman,
Negotiating Committee



Witness

Approved by Board of Selectmen: **I** 4, 4LZ2)1⁴ rmkj).

Appendix I

Listed below are the uniform and equipment items that will be furnished to uniform members covered by this Agreement:

UNIFORM ITEMS

- 6 Pairs of Trousers
- 6 Long Sleeved Shirts
- 2 Turtlenecks
- 6 Short Sleeved Shirts
- 1 Necktie
- 1 Tie Clasp
- 32 Chevrons (for Sergeants)
- 1 Winter Coat
- 1 Raincoat
- 1 Rain Hat Cover
- 1 Yellow Traffic Shirt
- 1 Winter Hat
- 1 Baseball Cap
- 1 Gunbelt
- 1 Trouser Belt
- 1 Lightweight Jacket
- 1 Pair of Winter Gloves
- 1 Traffic Vest
- 1 Ballistic Vest
- 1 Set of Collar Insignias

EQUIPMENT ITEMS

- 1 Summons Book Holder
- 1 Handcuff Case
- 1 Pair of Handcuffs
- 1 Breast Shield
- 1 Hat Shield
- 1 Wool Hat
- 1 Holster
- 1 Nightstick
- 1 Nameplate
- * Riot Helmet
- 1 Stinger Streamlight
- 1 Badge Carrying Case
- 3 Handgun Magazines
- 1 Service Handgun
- 1** Clipboard
- 1 Orange Flashlight Cone for Stinger Streamlight
- 1 Stinger Leather Case

* One (1) riot helmet is to be maintained in each marked patrol unit. An additional four (4) riot helmets will be maintained in the Investigative Services Division in an area to be determined by the Investigative Services Division commander.

Listed below are the uniform and equipment items that will be furnished to detectives covered by this Agreement:

UNIFORM ITEMS

EQUIPMENT ITEMS

2 Pairs of Trousers
 2 Long Sleeved Shirts
 2 Short Sleeved Shirts
 1 Winter Coat
 1 Necktie
 1 Tie Clasp
 1 Raincoat
 1 Rain Hat Cover
 1 Yellow Traffic Shirt
 1 Winter Hat
 1 Baseball Cap
 1 Gunbelt
 1 Trouser Belt
 1 Lightweight Jacket
 1 Pair of Winter Gloves
 1 Traffic Vest
 1 Ballistic Vest
 1 Set of Collar Insignias
 2 Turtlenecks

1 Summons Book Holder
 1 Handcuff Case
 1 Pair of Handcuffs
 1 Breast Shield
 1 Hat Shield
 1 Wool Hat
 1 Holster
 1 Nightstick
 1 Nameplate
 1 Stinger Streamlight
 1 Badge Carrying Case
 3 Handgun Magazines
 1 Service Handgun
 ** Riot Helmet
 1 Clipboard
 1 Orange Flashlight Cone for
 Stinger Streamlight
 1 Stinger Leather Case

** One (1) riot helmet is to be maintained in each marked patrol unit. An additional four (4) riot helmets will be maintained in the Investigative Services Division in an area to be determined by the Investigative Services Division commander.

**APPENDIX II
SALARY SCHEDULE**

1. Effective July 1, 2018, each Step of July 1, 2017- June 30, 2018 salary schedules shall be increased by 2.25%.
2. Effective July 1, 2019, each Step of July 1, 2018 - June 30, 2019 salary schedules shall be increased by 2.25%.
3. Effective July 1, 2020 each Step of July 1, 2019 - June 30, 2020 salary schedules shall be increased by 2.25%.

Effective with the execution of the July 1, 2011 through June 30, 2014 collective bargaining agreement, all wages shall be paid by direct deposit.

IIA: Police Officers Hired After June 30, 1993
Steps

Police Officer	1	2	3	4	5	6	7
July 1, 2018	64,320	67,779	71,426	75,265	79,312	83,573	88,067
July 1, 2019	65,767	69,304	73,033	76,958	81,097	85,453	90,049
July 1, 2020	67,247	70,863	74,676	78,690	82,922	87,376	92,075

II B: Detectives
Steps

Detectives	1	2	3
July 1, 2018	79,824	85,960	92,469
July 1, 2019	81,620	87,894	94,550
July 1, 2020	83,456	89,872	96,677

**II C: Sergeants
Steps**

Sergeant	1	2
July 1, 2018	95,114	102,156
July 1, 2019	97,254	104,455
July 1, 2020	99,442	106,805

APPENDIX III
SHIFT PREMIUMS

Effective retroactive to January 1, 2015, the second shift premium will be three and one-half percent (3.5%) of base salary and third shift differential will be seven percent (7.0%) of base salary. A two percent (2.0%) shift differential will be paid to members who work shifts that straddle the Day and Evening shifts. A three and one-half percent (3.5%) shift differential will be paid to members who work shifts that straddle the evening and midnight shifts. Shift differentials will be prospectively paid on a quarterly basis.

The shift differential is payable to the member normally scheduled for the shift. The department has no responsibility or liability for reallocating the differential in the event of shift swaps or for any other reason. Any such reallocation is a matter to be resolved by the individual officer. If an officer on the evening or midnight shift retires and another officer is assigned to fill that slot pending bid, then the officer filling the slot of the retired officer receives the premium for the duration of said assignment.

APPENDIX IV
CERTIFIED FIELD TRAINING OFFICER DIFFERENTIAL

Certified field training officers will receive one-half (1/2) hour of overtime pay each shift spent training a new recruit. The overtime will be payable on a biweekly basis in the payroll covering the days in which the field training work was performed.

APPENDIX V
MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding is between the Town of Wilton and Wilton Police Union Local #1429 and Council #15, American Federation of State, County and Municipal Employees, AFL-CIO.

1. The officers of the Wilton Police Department shall continue to receive time for the eating of meals along the same lines as has been enjoyed in the past.

APPENDIX VI

The Memorandum of Understanding set forth in Appendix VI shall remain in place except as amended by the provisions of Article 23.

MEMORANDUM OF UNDERSTANDING

Pursuant to Article 23, Insurance, Section 23.1(m) of the July 1, 1996 to June 30, 2000 Agreement between the Town of Wilton ("Town") and Wilton Police Union Local 1429 ("Union") and Connecticut Council of Unions #15, American Federation of State, County and Municipal Employees, AFL-CIO ("Agreement"), the Town exercised its right to reopen Article 23, Sections 23.1(c) through 23.1(g) of the Agreement for further negotiations on August 12, 1996. As a result of the ensuing negotiations, the following agreement has been reached.

Effective November 1, 1997, the Town and the Union agree to delete the language of Article 23, insurance, Sections 23.1(c), (d), and (e) of the Agreement which sets forth the Union's current health insurance plans (Hospitalization and Century 96 Medical/Surgical coverage provided by Blue Cross & Blue Shield of Connecticut ("Blue Cross & Blue Shield") and Major Medical coverage by Boston Mutual Life Insurance Company) and to substitute the language below:

Article 23, insurance, Section 23.1(c): Blue Cross & Blue Shield's Century Preferred Plan. The benefits provided by Blue Cross & Blue Shield under the Century Preferred Plan are described in Appendix A, and it is understood that the rules, regulations, and determinations of Blue Cross & Blue Shield, as well as the terms and conditions of its policy with the Town, shall be binding on all parties.

in addition, since Blue Cross & Blue Shield's Century Preferred Plan does not contain a Survivor Benefit or Waiver of Premiums for Total Disability as is currently being offered through the Boston Mutual Major Medical plan, the Town agrees to provide a Survivor Benefit and Waiver of Premiums for Total Disability in new Sections 23.1(d) and (e) as follows:

Article 23, insurance, Section 23.1(d): Survivor Benefit: If an employee dies (other than killed in the line of duty) while insured for the health insurance of a spouse and/or other dependent(s), and the spouse and/or other dependent(s) exercise their Federal (COBRA) or State law right to continue health Insurance coverage at their own expense for up to the statutorily-defined period of time, the Survivor Benefit will apply as follows:

The spouse and/or other dependents (including an unborn child) may deduct the applicable cost of the Boston Mutual Major Medical monthly premium from the monthly payment they make to the Town for their continued health insurance benefits. Calculation of the applicable cost will be as follows. For fiscal year 1998,

the cost will be the current Boston Mutual Major Medical monthly premium of \$88.70 for individual coverage and \$162.21 for family coverage. In each fiscal year after fiscal year 1998, the applicable cost will increase 3.0%. The 3.0% annual increase in the applicable cost will be applied on a compound basis. This deduction will apply for up to a maximum of three (3) years, but not beyond the date this continuation coverage would otherwise have terminated as set forth by the applicable Federal or State law. The three (3) year period begins on the first day of the month in which the death occurs provided that the surviving spouse and/or other dependents exercise his/her right under applicable law.

The Survivor Benefit is inapplicable in the case of a spouse and other dependent(s) of an employee who is killed in the line of duty while insured for the spouse and/or other dependent(s) health insurance. Under these circumstances, Article 23, Section 23.1(1) of the Agreement provides for continuation health insurance coverage for the spouse and other dependent(s) at the Town's expense until one (1) of five (5) events specified in Section 23.1(i) occurs to terminate this coverage.

Article 23, Insurance, Section 23.1(o): Waiver of Premiums for Total Disability: if, while insured for health benefits by the Town and before his/her sixtieth (60th) birthday, an active employee:

1. Becomes and remains totally disabled because of an accidental bodily Injury or a sickness;
2. Is prevented from engaging in any work for remuneration or profit; and
3. Has already elected or chooses to elect to continue participation in the Town's health insurance plan at his/her own expense pursuant to Federal law (COBRA), State law, or the Agreement,

the employee may deduct the applicable cost of the Boston Mutual Major Medical monthly premium from the monthly payment he/she makes to the Town for this continued health insurance coverage for himself/herself and his/her dependents, if any. Calculation of the applicable cost will be as follows. For fiscal year 1998, the cost will be the current Boston Mutual Major Medical monthly premium of \$68.70 for individual coverage and \$162.21 for family coverage. In each fiscal year after fiscal year 1998, the applicable cost will increase 3.0%. The 3.0% annual increase in the applicable cost will be applied on a compound basis.

This benefit is subject to the following conditions:

1. The employee must annually submit satisfactory proof of the uninterrupted existence of such disability to the Town within the three (3) months immediately preceding each anniversary of the date the benefit began and

2. The employee must submit to examination by a physician. The Town shall have the right to have a physician it designates examine the employee during his/her disability, but not more often than once a year after the employee has benefited under this provision for two (2) full years.

This benefit will terminate as to the employee if any one of the following events occurs:

1. The cessation of the employee's total disability;
2. The employee fails to comply with either of the two (2) conditions set forth above;
3. The employee becomes eligible for Medicare;
4. The employee becomes eligible for health insurance coverage other than through the Town; or
5. The employee has elected continued coverage pursuant to Federal law, State law, or the Agreement and ceases to be eligible for this continued coverage for any of the reasons specified under the applicable Federal or State law or the Agreement.

This benefit will terminate as to the dependent(s) if any one of the following events occurs:

1. The individual ceases to be a "dependent" as defined below;
2. The cessation of the employee's total disability;
3. The employee fails to comply with either of the two (2) conditions set forth above;
4. The dependent(s) becomes eligible for health insurance coverage other than through the Town;
5. The dependent(s) becomes eligible for Medicare; or
6. The dependent has elected continued coverage pursuant to Federal law, State law, or the Agreement and ceases to be eligible for this continued coverage for any of the reasons specified under the applicable Federal or State law or the Agreement.

The termination of the benefit will take effect on the first day of the month following the month in which the event causing the termination occurred.

For both the Survivor and the Waiver of Premiums for Total Disability benefits, the following definition of "dependent" shall apply:

"Dependent" means an employee's (1) lawful spouse, or (2) unmarried dependent child under twenty-five (25) years of age, provided that any such child age nineteen (19) or over must be a full-time student at an accredited college or university, As used herein, the word "child" includes a stepchild, foster child, legally adopted child,

a child that is related to the employee by blood and/or who is totally dependent upon the employee. An unmarried child who is incapable of self-sustaining employment by reason of mental retardation or physical handicap and is chiefly dependent on the insured employee for support and maintenance at the time of reaching the foregoing age limit may continue to be considered a dependent beyond this age limit for as long as he/she continues to satisfy the conditions set forth in this sentence. Within 31 days following the child attaining such age limit, and at such other times as the Town may reasonably require, proof of such incapacity and dependency satisfactory to the Town must be submitted on the child's behalf by the employee. After a two-year period, however, the Town may require proof of such incapacity and dependency not more than once a year.

FOR THE TOWN OF WILTON

FOR WILTON POLICE LOCAL #1429,
AFSCME, AFL-CIO

Robert H. Russell **pate**
First Selectman 1/20**67**

Richard Muth Date
President

v/l, '4 tr & ■ _____
Witness D to

Gavell 9/25/97

Richard E. Gavell Date
Vice President
Chairman, Contract
Negotiating Committee

APPENDIX A

The Parties have agreed to the Blue Cross & Blue Shield Century Preferred Plan with managed benefits with the following schedule of benefits:

<u>BENEFIT</u>	<u>CENTURY PREFERRED WITH MANAGED BENEFITS</u>
<u>COST SHARES:</u>	<p>In-Network Services Subject to Copays: Copays: Medical Office Visit, \$5; Preventive Care Office Visit, \$0; Emergency Room, \$0; and Per inpatient Admission, \$0. Office Visit Maximum: Unlimited. Lifetime Maximum in-Network Benefit: Unlimited.</p> <p>Out-of-Network Services Subject to Deductible and Coinsurance: Deductible: \$200 individual/\$400 Family. Coinsurance: 80% of the first \$4,000 Individual/\$8,000 Family worth of Eligible Expenses up to an Annual Out-of-Pocket Expense of \$1,000 individual/\$2,000 Family. Lifetime Maximum Out-of-Network Benefit: \$1,000,000.</p>
Pediatric	Covered according to an age-based schedule with \$0 copay.
Adult	Covered according to an age-based schedule with \$0 copay.
Vision	Covered once every 2 years with \$0 copay.
Hearing	Covered once every 2 years with \$0 copay.
Gynecological	Covered once every year with \$0 copay.

MEDICAL SERVICES:

Medical Office Visit	\$5 copay.
Outpatient Physical Therapy, Occupational Therapy, Chiropractic Therapy, and Speech Therapy	Covered up to 100 combined treatments per member per calendar year.
Allergy Services	\$5 copay. Treatment plan required.
Diagnostic Laboratory & X-Ray	Covered.
Inpatient Medical Services	Covered.
Surgery Fees	Covered.
Office Surgery	Covered.
Outpatient Mental Health/Substance Abuse	Covered 50% to \$2,000 per member per calendar year, in and out-of-network.

Emergency Room Covered With \$0 copay. Subject to sudden and serious guidelines. Non-emergency visits subject to the deductible and coinsurance.

Walk-in Center \$5 copay.

Ambulance Covered to \$500 maximum per trip by land ambulance and covered to \$3,000 maximum per trip by air ambulance.

General/Medical/Surgery/Maternity (Semi-Private Accommodations) \$0 copy. All hospital admissions require pre-certification. For out-of-network hospitals, the deductible applies, and the out-of-network coinsurance (20% of the eligible expense once the deductible has been met) cannot be used to meet the out-of-pocket maximum amount of \$4,000, Individual/\$5,000, Family. In addition,

out-of-network coverage is limited to 30 days.

Ancillary Supplies
(Medication/Supplies)

Covered.

psychiatric

Covered up to 60 days (or 120 partial days) per calendar year. For out-of-network facilities, the deductible applies, and the out-of-network coinsurance (20% of the eligible expense once the deductible has been met) cannot be used to meet the out-of-pocket maximum amount of \$4,000, Individual/\$8,000, Family.

Substance Abuse/Dehydration

Covered up to 45 days (or 90 partial days) per calendar year. For out-of-network facilities, the deductible applies, and the out-of-network coinsurance (20% of the eligible expense once the deductible has been met) cannot be used to meet the out-of-pocket maximum amount of \$4,000, individual/\$8,000, Family.

Rehabilitative Care

Covered up to 60 days per calendar year. For out-of-network facilities, the deductible applies, and the out-of-network coinsurance (20% of the eligible expense once the deductible has been met) cannot be used to meet the out-of-pocket maximum amount of \$4,000, Individual/\$9,000, Family.

Skilled Nursing Facility

Covered up to 120 days per calendar year. Subject to deductible and coinsurance.

Hospice

Covered up to 60 days. For out-of-network facilities, the deductible applies, and the out-of-network coinsurance (20% of the eligible expense once the

APPENDIX VII
MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding is between the Town of Wilton and Wilton Police Union Local #1429 and Council #15, American Federation of State, County and Municipal Employees, AFL-CIO.

Whereas, the Town of Wilton (the "Town") has indicated its desire to implement a K-9 Program in the Wilton Police Department, and

Whereas, the Wilton Police Union Local 1429 (the "Union") has indicated its willingness to participate in the implementation of said K-9 Program,

NOW THEREFORE, the parties agree as follows:

1. The Town, through the Police Department ("Department"), will obtain a suitable canine for the K-9 Program. It is the intent of the Department that the canine be suitably trained for tracking, narcotics detection, and typical patrol duties.
2. Ownership of the canine remains solely vested in the Town provided, however, that the Town may seek to relinquish ownership upon expiration of the canine's serviceability to the Town. The Town will afford the handler of the retired canine the right of first refusal regarding said transfer of ownership from the Town to a second party. Failure of the handler to comply with the terms of this Agreement, withdrawal, or inability of the handler to continue in a handler capacity shall not constitute an expiration of serviceability for the canine, and the Town reserves the right to reassign the canine to another handler.
3. The Department, in its sole discretion, will select an officer as a handler for said canine. The officer selected agrees to accept the rigors and responsibilities customarily and reasonably associated with a position as handler. The Department, in its sole discretion, reserves the right to remove the canine from the handler and reassign the canine to another handler.
4. The handler agrees to undergo and successfully complete all training necessary, as determined by the Department in its sole discretion, to successfully implement and maintain said K-9 Program. Necessary training will be paid for by the Department with prior approval of said training by the Department.
5. The handler may, upon written documentation of demonstrated hardship acceptable to the Department, voluntarily withdraw as a handler provided the Department is given six (6) months notice in writing of his or her intent to do so.
6. The handler agrees to house, care, train, and maintain the canine in the manner prescribed by the trainer and the Department. The Department reserves the right to periodically inspect the premises and conditions in which the canine is housed and maintained.

7. The Town agrees to bear all reasonable and documented expenses pertaining to the care and maintenance of the canine, including, but not limited to, food, medical care, and insurance; but not any portion of the housing costs except as provided in Section 8, below.
8. The Town agrees to bear any reasonable and documented expenses related to boarding the canine in the event the handler is away or otherwise unable to care for the canine due to injury or illness. Any such arrangements made according to the provisions herein shall require the prior approval of the Department. In the event of any long term illness or injury to the handler that the Town reasonably believes is diminishing the continued viability of the canine asset, The Town reserves the right to reassign the canine to another handler.
9. The Town agrees to bear all reasonable and documented expenses pertaining to properly equipping both the handler and the canine for service to the Department. The Department shall determine what constitutes the extent and type of proper equipment for the handler and canine. The handler agrees to properly maintain and properly use the equipment provided to him/her by the Department and return the equipment to the Department upon completion of his/her service as a handler.
10. The Town agrees to provide the handler with the use of a properly equipped marked police vehicle for the transportation of the canine to and from work, training, or functions authorized by the Department. Use of the vehicle for other purposes or the carrying of passengers not authorized by the Department is prohibited. The Town agrees to bear all reasonable and documented expenses related to the vehicle, including fuel, maintenance, and insurance.
11. The handler will bid a shift in accordance with Article 7 of the current collective bargaining agreement. The Union agrees that the handler may be placed on special assignment at anytime during the duration of the K-9 Program. Those instances of Special Assignment which alter the handler's bid shift shall be marked at least forty eight (48) hours in advance. When not placed on Special Assignment, the handler shall work his/her bid shift. When the department cannot provide forty eight (48) hours notice to the handler for Special Assignment, the handler will be compensated for hours outside of his/her bid shift in accordance with Article 10 of the collective bargaining agreement.
12. During the period of December 22^d thru December 31' the handler shall be placed on his/her bid shift and shall not be placed on Special Assignment off of the bid shift. The Town and the Union agree that the handler shall count toward any minimum staffing requirement for any and all hours the handler is normally scheduled to work. If the handler is needed for Special Assignment during this period of time he/she will be compensated for hours worked outside of his/ her bid shift in accordance with Article 10 of the Collective Bargaining Agreement.
13. Notwithstanding the qualification set forth in Sections 11 and 12 above, the Union acknowledges that the nature of the canine program is such that circumstances may require that the handler (the unit) be recalled to duty during off-duty hours.

Accordingly, the Union further agrees that the services of the unit cannot be withheld during the handler's off-duty time.

14. The Town agrees to compensate the handler at the greater of four (4) hours overtime or the actual time worked at the rate of one and one-half (1 1/2) times the handler's hourly wage in the event the handler is called back to duty during the handler's off-duty hours, providing such overtime does not occur contiguous to the handler's regularly scheduled working hours.
15. The handler agrees to spend no more than one (1) hour of time per day caring for the canine unless the handler receives prior written approval from the Department. The parties agree that the one (1) hour per day the handler spends caring for the canine performing canine care while off duty or on days off shall be regarded as part of the officer's daily work schedule for purposes of Article 10.1 of the collective bargaining agreement.

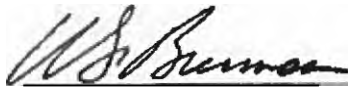
The Town agrees to compensate the handler at a rate not to exceed the greater of the prevailing federal or Connecticut minimum wage (currently \$8.25 per hour) for all time spent with the canine when the handler is strictly in a caretaker role and is off duty or on days off. This rate at time and one half will also apply to any and all overtime the handler obtains while caring for the canine off duty or on days off. For purposes of determining eligibility for overtime under applicable federal and state wage and hour laws, the hours the officer works as a police officer and the hours worked as the handler will be aggregated each seven (7) day pay period. Any hours worked in excess of forty (40), as a police officer and as a handler, in the seven (7) day pay period will be compensated at the applicable overtime rate, meaning hours worked as the handler that are in excess of forty (40) in the seven (7) day pay period will be paid at the handler overtime rate of pay, and hours worked as a police officer that are in excess of forty (40) in the seven (7) day pay period will be paid at the police officer overtime rate of pay.

16. The Union agrees that the Department can implement policies and procedures to effectively implement, direct, and regulate the work of the Unit. These policies and procedures will be provided to and discussed with the Union before implementation.
17. The Town reserves the right to discontinue the K-9 Program with thirty (30) calendar days notice to the Union. If the Town discontinues the K-9 Program, the handler will be assigned to his/her bid shift.
18. The Union and the Town agree that the effective date of this Memorandum of Understanding shall be July 13, 2012 and its terms may be amended from time-to-time after discussion and mutual agreement except the Town does not need to seek agreement from the Union to take actions currently authorized under Sections 16 and 17.

**TO ALL MEMBERS OF WILTON POLICE UNION LOCAL 1429
PARTICIPATING IN THE TOWN OF WILTON'S
ALCOHOL AND CONTROLLED SUBSTANCES
TESTING PROGRAM**

Alcohol misuse and illegal use of controlled substances have a debilitating effect on the society in which we live. Substance abuse can have devastating consequences not only for the individual using the substance but for his family, employer, and innocent bystanders. By negatively impacting a person's health, work productivity, and personal life, alcohol and substance abuse affects virtually every aspect of an individual's life, often with tragic consequences.

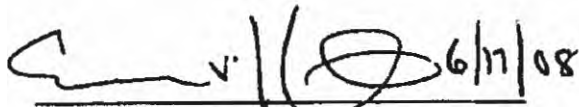
The attached Testing Program and Policy Statement addresses both the testing program requirements and the disciplinary consequences that will be enforced by the Town of Wilton. This policy is a product of management guidelines and areas on which the Town of Wilton and Local 1429, have agreed.



Town of Wilton
First Selectman

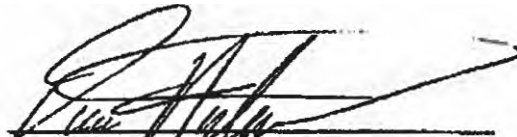
Date

Wilton Police Union, Local 1429
President



Town of Wilton
Chief, Wilton Police Department

Date



Wilton Police Union, Local 1429
Vice President

1. OVERVIEW

The Town of Wilton ("Town") and the Wilton Police Union, Local 1429 ("Union") recognize that the critical nature of police and medical emergency response requires that all officers refrain from the possession or use of illegal substances at all times, from the unauthorized use of legal drugs, and from the possession, use or being under the influence of alcoholic beverages or drugs at the Town's work site and/or while an officer is on duty. Failure to so refrain is just cause for discipline in accordance with the procedures described in this Testing Program and Policy Statement.

The Town of Wilton and Wilton Police Union, Local 1429 are committed to establishing and maintaining a lawful Alcohol and Controlled Substances Testing Program ("Testing Program") for all Wilton Police Union, Local 1429 members of the Wilton Police Department. The following policies, procedures, and information are an important part of this Testing Program.

Please familiarize yourself with the Testing Program, administrative actions, consequences for employment, and your rights and obligations as described in this Policy. If you have any questions or concerns regarding any aspect of the Testing Program or this Policy, feel free to contact the Chief of Police or his designee.

2. INDIVIDUALS WHO ARE COVERED BY THE TOWN'S ALCOHOL AND CONTROLLED SUBSTANCES TESTING PROGRAM AND POJELCA

The Testing Program applies to all Wilton Police Union, Local 1429 members of the Wilton Police Department. The Testing Program applies to officers any time they are functioning in their capacity as a police officer of the Wilton Police Department.

Any officer subject to the Testing Program is considered to be engaged in the performance of his/her police officer duties from the time he/she begins to perform such functions, or is required to be in readiness to perform them, until the time he/she is relieved from such work and from all responsibility for performing such work.

3. PROHIBITED ALCOHOL- AND CONTROLLED-SUBSTANCE RELATED CONDUCT

The following activities are prohibited alcohol- and controlled substances-related conduct under the Testing Program:

1. Reporting for duty or remaining on duty while having a blood alcohol level of 0.02 or greater;
2. Possessing alcohol while on duty except as required in the course of fulfilling his/her functions as a police officer;

3. **Using alcohol while on duty, except when required and approved by the Chief. This prohibition includes the use of any beverage, mixture, preparation, or medication that contains alcohol, excluding mouthwash;**
4. **Reporting for duty within 4 hours after using alcohol. This prohibition includes the use of any beverage, mixture, preparation, or medication that contains alcohol, excluding mouthwash;**
5. **Using Alcohol within 8 hours following an accident that requires a post accident alcohol test under the Testing Program, or until the officer has undergone a post-accident alcohol test, whichever occurs first;**
6. **Reporting for duty or remaining on duty when using any controlled substances except when the use is pursuant to the instructions of a physician who has advised the officer that the substance the officer is using does not adversely affect the officer's ability to operate a vehicle safely and/or perform his/her duties as a police officer. Note: If a licensed medical practitioner prescribes any drugs for medical reasons for an officer, the officer has an affirmative responsibility to inform his/her medical practitioner of the essential functions of his/her job as a police officer so that the physician can determine if he/she is fit to carry out his/her police officer responsibilities when using the substance prescribed by the physician prior to the officer's performance of said responsibilities;**

The prohibited controlled substances to be tested for under this Program are:

- Marijuana
- Cocaine
- Amphetamines
- Opiates
- Phencyclidine
- Barbiturates
- Benzodiazepines
- Methadone
- Methaqualone
- Propoxyphene
- Anabolic Steroids (Reasonable Suspicion only).

The level of prohibited controlled substance that shall be deemed a positive test result shall be as set forth in the Federal Regulations, 49 CFR Part 40, ("Federal Regulations") promulgated by the Department of Transportation. For those controlled substances not covered by 49 CFR Part 40, the level of prohibited controlled substance that shall be deemed a positive test result shall be as set by the testing laboratory, approved by the Department of Health and Human Services, conducting the controlled substances analysis for the Testing Program; and

9. Refusing to submit to alcohol and/or controlled substance testing under the Testing Program or engaging in any conduct that clearly obstructs the testing process, e.g. failure to provide a sufficient quantity of urine within the prescribed time limit, failure to provide sufficient quantities of breath or urine without a valid medical explanation, tampering with or attempting to adulterate the specimen, engaging in conduct that obstructs the testing process, not being available for post-accident testing without a valid reason, or after notification, not reporting directly to the collection site without a valid reason.

4. CIRCUMSTANCES UNDER WHICH OFFICERS ARE SUBJECT TO THE TESTING PROGRAM

Post-Accident Testing

Post-accident testing shall be conducted if the accident involves a fatality. The officer must submit to post-accident alcohol testing within a maximum of 8 hours and controlled-substances testing within 32 hours after the accident. The officer must not use any alcohol for 8 hours after the accident or prior to post-accident testing, whichever occurs first. In addition, the officer must notify his/her supervisor or his/her designee that he/she was in a post-accident situation possibly requiring testing, must not leave the scene of the accident without a valid reason, and must keep the Chief of Police or his designee informed of his/her whereabouts for the entire 32-hour period of time or until post-accident testing, whichever occurs first. The supervisor, or his/her designee, will contact the Duty Lieutenant to make arrangements to have the officer tested within the prescribed time period and will communicate these arrangements to the officer being tested.

Nothing herein shall be construed to require the delay of necessary medical attention for injured officers and other persons following an accident or to prohibit an officer from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

Random Testing

Officers are subject to unannounced random controlled substances and/or alcohol testing at any time while on duty. Officers must report immediately to the collection site when notified that they have been selected for random testing. Officers being randomly tested will be considered temporarily indisposed but not unavailable to respond to Department calls while the test is being conducted. Random testing selections shall be made using a scientifically valid method by the company administering the testing using an identification number, other than their social security number, assigned to each officer. The probability of being randomly selected in the future is not related to prior random selections, i.e., an officer may be tested a number of times in any given year or not tested at all. All Random Testing shall be conducted at the Wilton Police Department. Officers shall be tested on their bidded shift unless the officer is on another shift at his request

The random selection for controlled substances tests shall be the number of tests per year to equal 50% of the total number of Local 1429 members.

The random selection for alcohol tests shall be the number of tests per year to equal 25% of the total number of Local 1429 members.

Reasonable Suspicion Testing

Reasonable suspicion testing is required when the Town has reasonable grounds to believe that the officer is in violation of this Testing Program. Reasonable suspicion is determined by specific, contemporaneous, and articulable observations concerning, but not limited to, the officer's appearance, behavior, speech, or body odor and based on the totality of the facts and not just one factor alone. The necessary observation to trigger reasonable suspicion testing will be made by a trained supervisor and confirmed by a second trained supervisor, except in those instances where the trained supervisor who makes the initial observation believes delay to obtain conformation may pose a threat to the safety of other officers and/or the public. When this circumstance occurs it shall be noted as part of the supervisor's written report with the details and reasons for not obtaining confirmation from the second trained supervisor.

Reasonable suspicion testing for alcohol will occur within 8 hours of the triggering observation and controlled substance testing will occur within 32 hours of the triggering observation. The trained supervisor and the second trained supervisor will make a written record documenting his/her observations by the end of his/her shift, that led to the reasonable suspicion and provide the officer with a copy of it as soon as practical after completion of the report. The testing shall not be delayed in order to provide the officer with this copy.

The Town will not take any action against an officer based solely on the officer's behavior and appearance with respect to alcohol and/or controlled substances in the absence of an alcohol and/or controlled substances test except to remove him/her from duty. However, even if an alcohol and/or controlled substances test has not been given, an officer is prohibited from reporting for duty or remaining on duty if the officer's behavior, speech, and performance seem to indicate that the officer is under the influence or impaired by alcohol and/or a controlled substance. The Town will not permit the officer to remain on duty under such circumstances until the officer has an alcohol test result with a blood alcohol content of less than 0.02 or 24 hours have passed since the determination was made that there was reasonable suspicion to believe that the officer was under the influence of or impaired by alcohol. Similarly the Town will not permit the officer to remain on duty under such circumstances until the officer has a negative controlled substances test or 32 hours have passed since the determination was made that there was reasonable suspicion to believe that the officer was under the influence of or impaired by a controlled substance.

Mere possession of alcohol at the workplace and/or a controlled substance will not constitute a basis for such testing, but the Town reserves the right to discipline an officer for possession of alcohol and/or a controlled substance unless the possession occurred when the officer was acting within the scope of his/her official police duties as determined by the Chief of Police or his designee.

Generally, the testing services will come to the work site to perform the *tests*. If vehicular transportation is required, however, the Town shall require an officer sent for a reasonable suspicion test to accept employer-arranged transportation or to arrange for independent transportation to and from the test site and home if the officer is relieved from duty based upon the test results.

Return-to-Duty Testing

A return-to-duty alcohol or controlled substances test is required when an officer has:

1. Tested positive;
2. Been assessed by a Substance Abuse Professional ("SAP"), if required;
3. Completed treatment recommended by the SAP, if any; and
4. Wishes to be cleared to return to duty.

In order to pass the return-to-duty test an alcohol test must be less than 0.02 blood alcohol content and a controlled substances test must be negative.

The Town has set time limits for the completion of return-to-duty *tests* in those instances where no treatment has been recommended. The cost of the return-to-duty test will be borne by the Town if the test result is negative and by the officer if the test is positive. The Town *has a time* limit of 3 days for the officer to obtain a successful return-to-duty alcohol test result and 30 days to achieve a negative controlled substance test result; otherwise the employee may be terminated at the Town's sole discretion. The time limits are measured from the time the employee initially speaks with a Substance Abuse Professional ("SAP") after a positive test, or if no SAP is involved, from the time the employee receives official notification of a positive test result(s).

If, due to circumstances beyond the officer's control, the officer is unable to obtain a successful return-to-duty test within the prescribed time limits, the officer must contact the Chief or his designee as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the officer fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Chief or his designee within 2 business days of the specified testing deadline, the Town will consider the officer on an =excused leave of absence, and the officer will be subject to disciplinary action.

The return-to-duty test will only be performed if the officer is not otherwise terminated.

Follow-Up Testing

Following a resumption of his/her police officer duties, an employee will be selected for additional tests, controlled substances and/or alcohol, beyond the random requirement for a follow-up period of up to 3 years with a minimum of 6 controlled substances and/or alcohol tests in the first 12 months. The cost of the return-to-duty test will be borne by the Town if the test result is negative and by the employee if the test result is positive. The maximum number and type of follow-up tests will be determined by the SAP.

Note: The Town requires that any time an employee is relieved from duty due to a positive alcohol or controlled substances test result, the officer must accept employer-arranged transportation, or must arrange for independent transportation, home.

5. TESTING PROCEDURES

The Town's testing provider is Gregory & Howe, Inc. All technical aspects of the testing process will be conducted in accordance with Federal Regulations.

Officers to be tested will be notified by their supervisor on the day a testing technician will be on site. They must make themselves available for testing as instructed by their supervisor. **Failure to report to the test site after notification without a valid explanation constitutes a refusal to be tested and is considered prohibited conduct under the Testing Program.** Officers are permitted to have a Union representative present during the testing process; however, a test must not be delayed if a Union representative is not readily available.

Those officers being tested must sign a consent form. Failure to sign a consent form constitutes a refusal to take the test.

Officers will not suffer disciplinary consequences for failure to be tested for alcohol and/or controlled substances within the applicable time limits established by the Testing Program if this failure is a result of injury and/or hospitalization, and medical personnel have deemed testing to be inadvisable or impossible.

Alcohol Testing

Random alcohol testing can be conducted at any time an employee is on duty. Reasonable Suspicion and Post-Accident tests will be conducted within 8 hours after the observation or accident leading to the test and preferably within 2 hours.

An evidentiary breath test will be used to determine the blood alcohol level of the officer. The test will be performed by a certified blood-alcohol tester from the testing company, using prescribed testing equipment maintained by the testing company and used in compliance with the Testing Program and the Federal Regulations.

For all alcohol testing an initial positive test of 0.02 or greater blood alcohol content is subject to an immediate confirmation test at the site.

An officer with a blood alcohol content of 0.04 or greater must contact Public Safety EAP, telephone number 888/EAP-1060, and set up an appointment with a SAP for evaluation and additional treatment, if deemed necessary by the SAP, in accordance with Public Safety EAP's administrative referral protocol.

Controlled Substances Testing

Controlled substances testing can be conducted at any time an officer is on duty. Reasonable Suspicion and Post-Accident tests will be conducted within 32 hours after observation or accident leading to the test.

Drug testing is performed by collecting and analyzing urine specimens in accordance with applicable Federal Regulations. At the time a sample is taken, it is split into two parts.

The testing service is responsible for ensuring the integrity of the testing process and the confidentiality of the test results. The integrity of individual samples is maintained through strict "chain of custody" paperwork, meaning that the sample is carefully labeled and tracked at all times during the testing process to make sure test results are attributed to the officer who actually gave the sample.

Positive test results are forwarded to the testing service's certified Medical Review Officer ("MRO") who will then contact the officer as soon as possible in order to conduct an interview to ensure that the officer has an opportunity to offer information about any controlled substance they may be using under the direction of a health care provider, as well as other information that may be relevant to help explain the test results. The MRO will evaluate the results to determine if there is any other explanation for the presence of the controlled substance(s). If the MRO, in his professional medical judgment, determines there is a satisfactory explanation for the positive result other than the impermissible use of a controlled substance(s), the MRO will report a negative result. The MRO is obligated to make every effort to contact an affected officer before reporting the results to the Chief or his designee. It is the officer's responsibility to contact the MRO within 24 hours upon receiving a message from a MRO to return a telephone call. However, if the officer receives the MRO message on a Friday he has until the following Monday to contact the MRO. If the officer fails to do so, the MRO must make the final test result determination without input from the officer regarding possible explanations for a positive test result.

If the test comes back positive, the officer has the option of having the separate portion of the sample independently tested. The officer can also request that the split sample test be performed by a different qualified certified testing service. The officer must exercise this re-testing option within 72 hours after the MRO has given him/her notice of a positive result. If an officer requests a split sample test, the MRO will instruct the

testing service that tested the primary sample and has custody of the split sample that the officer is exercising his/her re-test option. The testing service will either test the split sample or forward the split sample to another certified testing service if the officer so requests, still maintaining all appropriate chain-of-custody standards.

Pursuant to instructions from the MRO, the second testing service will test the split sample for the presence of the controlled substance(s) for which the first sample tested positive. If the second sample tests positive, the officer is subject to the consequences specified by the Testing Program and this Policy. In addition, the officer will be responsible for the cost of the second sample test. If the second sample tests negative, however, or if for some reason the split sample is not available to be tested, the entire test will be deemed negative, and the Town will pay the cost of the second test.

An officer who tests positive must contact Public Safety EAP, and set up an appointment with a SAP for evaluation and additional treatment, if deemed necessary, in accordance with Public Safety EAP's administrative referral protocol.

In the event an officer fails to produce a urine specimen when required to do so in accordance with established protocols of the Testing Program, the officer will be relieved from duty and placed on paid administrative leave and shall have 5 calendar days from the date and time of the failure to produce a urine specimen to obtain a medical certification verifying the existence of a medical condition causing the inability to produce a urine specimen as prescribed under the Testing Program. The medical certification shall be presented to the Chief of Police or his designee. If the officer fails to provide the medical certification within the 5 calendar days, the failure to produce a urine specimen will be treated as a positive result, the paid administrative leave will be converted to sick leave, and the consequences of a positive controlled substances test shall apply.

Mandated Substance Abuse Evaluations and Treatment Programs

An officer must be evaluated by a SAP if he/she has a positive test result for controlled substances and/or a blood alcohol content of 0.04 or greater. This assessment will evaluate whether the officer needs assistance resolving problems associated with the use of controlled substances and/or alcohol misuse. In addition, the officer must complete the recommended program before that individual is medically qualified to return to duty.

Confidentiality

Strict rules of confidentiality apply to protect all officers participating in the Testing Program. Only those persons who must know the results of testing in order to carry out the requirements of the Testing Program will have access to the testing results. Each tested officer will have the right to have a copy of his/her controlled substance and/or alcohol test result upon request to the **Town**.

6. **CONSEQUENCES FOR MISUSE OF ALCOHOL AND USE OF CONTROLLED SUBSTANCES**

The following employment consequences and cost allocations (and as referenced elsewhere in this Policy Statement) shall apply when an officer tests positive for controlled substances and/or alcohol in any of the 5 testing situations (reasonable suspicion, post-accident, random, return-to-duty, and follow-up).

Reasonable Suspicion & Post-Accident Testing

In both reasonable suspicion and post-accident situations requiring alcohol and/or controlled substances testing, the officer will be relieved from duty and placed on paid administrative leave until such time as the alcohol and/or controlled substances tests are given at the Town's expense and the results are reported to the Town. If the test result(s) is negative the officer will be restored to work. If the test result(s) is positive, the employee shall be required to use sick time for the time he was on paid administrative leave. In addition, the consequences listed below under the random testing category will apply if the test result(s) is positive.

Random Testing

Blood Alcohol Content Test Result of 0.02 Or Greater But Less Than 0.04

An officer whose tests show a blood alcohol content of 0.02 or greater, but less than 0.04, shall be relieved from duty and shall not be permitted back to duty until the start of the officer's next regularly-scheduled shift, but in no event in less than 24 hours after the time of the positive blood alcohol test result. Furthermore, in order to return to duty, the officer must be re-tested and have a blood alcohol content result of less than 0.02 within 3 days of the initial positive test result. The Town will pay for the return-to-duty test if the result is negative whereas the officer will bear the cost if the result is positive.

If, due to circumstances beyond the officer's control, the employee is unable to obtain a successful return-to-duty test within the prescribed time limits, the officer must contact the Chief or his designee as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the officer fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Chief or his designee within 2 business days of the specified testing deadline, the Town will consider the officer on an unexcused leave of absence, and he/she will be subject to disciplinary action.

During this maximum 24 hour period, the officer will be relieved of duty and shall be placed on sick leave.

If an officer has test results of a blood alcohol content of 0.02 or greater a second time, he/she will be subject to disciplinary action.

No action to discipline or other action against an officer, will be taken based solely on the first occurrence of blood alcohol test results showing a concentration of 0.02 or greater but less than 0.04. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

Blood Alcohol Content Test Result Of 0.04 Or Greater But Less Than 0.08

The following consequences will apply for all first occurrences of a positive blood alcohol content test result of 0.04 or greater but less than 0.08:

1. The officer will not be allowed on duty or back to duty;
2. The officer will be placed on sick leave while he/she is relieved from duty and must use sick time while participating in treatment if it is recommended by the SAP;
3. The officer shall provide the Town with a signed consent form that allows the Town to request certification that the officer has successfully completed the recommended treatment program, and that he/she is otherwise able to perform the essential functions of his/her position;
4. The officer must be evaluated by an SAP to determine recommended treatment;
5. The officer must successfully complete the SAP's recommended treatment, if any is made;
6. The officer must be evaluated by the SAP a second time to determine that the officer has properly followed any rehabilitation program prescribed by the SAP prior to resuming duty;
7. The officer must successfully pass a return-to-duty test(s), meaning a blood alcohol content result of less than 0.02, before returning to duty. The Town will pay for the cost of the test if the result is negative whereas the officer will bear the expense if the test is positive. If no treatment has been prescribed by the SAP this return-to-duty test result must be accomplished within 3 days from the date the officer initially spoke to the SAP. If an officer has a test result of a blood alcohol content of 0.02 or greater on a return-to-duty test, he/she will be subject to disciplinary action;
8. If, due to circumstances beyond the officer's control, the officer is unable to obtain a successful return-to-duty test(s) within the prescribed time limits, the officer must contact the Chief or his designee as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the

officer fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Chief or his designee within the 2 business days of the specified testing deadline, the Town will consider the officer on an unexcused leave of absence and he/she will be subject to disciplinary action;

9. The officer shall be subject to unannounced follow-up testing once he/she has resumed his/her duties with the Town. The Town will pay for the cost of the test if the result is negative whereas the employee will bear the expense if the test is positive. Continued employment will *be* dependent upon the officer having blood alcohol content test results of less than 0.02 and negative controlled substances test results. The number and frequency of such follow-up tests shall be directed by the SAP involved, but shall consist of at least 6 tests in the first 12 months after the employee returns to duty. Follow-up testing shall not extend beyond 36 months from the date of return to duty. The SAP involved may determine to end follow-up testing after the minimum 6 tests in 12 months have been administered, and the SAP expressly determines that such testing is no longer needed. The maximum number of follow-up tests will be solely determined by the SAP;
10. The SAP determines if return-to-duty and/or follow-up testing for both alcohol and controlled substances are necessary; and
11. If an officer has a blood alcohol content test result of 0.02 or greater, a positive controlled substances test result, or refuses to submit to testing subsequent to the test in which he/she had a positive test result, he/she will be subject to disciplinary action.

No action to discipline, or other action against an officer, will be taken based solely on the first occurrence of blood alcohol test results showing a concentration of 0.04 or greater but less than 0.08. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

For the first two violations of the Program, the cost of the evaluation by the SAP shall be borne by the Town. Costs of any course of rehabilitation/treatment recommended by an SAP may be eligible expenses under the officer's medical insurance plan. The Town shall not be responsible for any rehabilitation/treatment costs in excess of the coverage provided by the employee's medical insurance plan.

Under no circumstances will the Town bear the cost of a SAP evaluation or any rehabilitation/treatment for any officer who commits a third violation with respect to blood alcohol content, controlled substances, or refusal to submit to testing.

Blood Alcohol Content Test Result Of 0.08 Or Greater

The following consequences will apply for all first and second occurrences of a positive blood alcohol content test result 0.08 or greater:

1. The officer will not be allowed on duty or to remain on duty;
2. The officer will be suspended from work without pay for 5 consecutive 8 hour shifts;
3. The officer will be placed on sick leave while he/she is relieved from duty and must use sick time to participate in treatment if it is recommended by the SAP;
4. The officer shall provide the Town with a signed consent form that allows the Town to request certification that the officer has successfully completed the recommended treatment program, and that he/she is otherwise able to perform the essential functions of his/her position;
5. The officer must be evaluated by a SAP to determine recommended treatment;
6. The officer must successfully complete the SAP's recommended treatment, if any is made;
7. The officer must be evaluated by the SAP a second time to determine that the officer has properly followed any rehabilitation program prescribed by the SAP prior to resuming duty;
8. The officer must successfully pass a return-to-duty test(s), meaning a blood alcohol content result of less than 0.02, before returning to duty. The Town will pay for the cost of the test if the result is negative whereas the officer will bear the expense if the test is positive. If no treatment has been prescribed by the SAP, this return-to-duty result must be accomplished within 3 days from the date the officer initially spoke to the SAP. If an officer has a test result of blood alcohol content of 0.02 or greater on a return-to-duty test, he/she will be subject to disciplinary action;
9. If, due to circumstances beyond the officer's control, the officer is unable to obtain a successful return-to-duty test(s) within the prescribed time limits, the officer must contact the Chief or his designee as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the officer fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Chief or his designee within the 2 business days of the specified testing deadline, the Town will consider the officer on an unexcused leave of absence and he/she will be subject to disciplinary action;
10. As a condition of having a third chance after the first and second occurrences of an alcohol test result of a blood content of 0.08 or greater, the officer shall execute the Last Chance Agreement appended to this Policy as Attachment A;

- 11** The officer shall be subject to unannounced follow-up testing once he/she has resumed his/her duties with the Town. The Town will pay for the cost of the test if the result is negative whereas the employee will bear the expense if the test is positive. Continued employment will be dependent upon the officer having blood alcohol content test results of less than 0.02 and negative controlled substances test results. The number and frequency of such follow-up tests shall be directed solely by the SAP involved, but shall consist of at least 6 tests in the first 12 months after the employee returns to duty. Follow-up testing shall not extend beyond 36 months from the date of return to duty. The SAP involved may determine to end follow-up testing after the minimum 6 tests in 12 months have been administered, and the SAP expressly determines that such testing is no longer needed. The maximum number of follow-up tests will be solely determined by the SAP;
- 12.** The SAP determines if return-to-duty and/or follow-up testing for both alcohol and controlled substances are necessary, and
- 13.** If an officer has a blood alcohol content test result of 0.02 or greater, a positive controlled substances *test* result, or refuses to submit to testing subsequent to the test in which he/she had a positive test result, he/she will be subject to disciplinary action.

No action to discipline, or other action against an officer, will be taken based solely on the first occurrence of blood alcohol test results showing a concentration of 0.08 or greater other than the loss of pay *for* the 5-day suspension. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

For the first two violations of the Program, the cost of the evaluation by the SAP shall be borne by the Town. Costs of any course of rehabilitation/treatment recommended by an SAP may be eligible expenses under the officer's medical insurance plan. The Town shall not be responsible for any rehabilitation/treatment costs in excess of the coverage provided by the officer's medical insurance plan.

Under no circumstances will the Town bear the cost of a SAP evaluation or any rehabilitation/treatment for any officer who commits a third violation with respect to blood alcohol content, controlled substances, or refusal to submit to testing.

Positive Controlled SubstanceM Test Result

For all first occurrences of a positive controlled substances test result, meaning positive initial and split sample test results, the following procedures will apply:

1. After notification by the MRO of an initial positive test result, the officer will immediately be relieved from duty and will be placed on paid administrative leave;
2. If the officer exercises his/her option to have the split sample tested within the allowable 72 hour time limit (or longer if the officer provides the MRO with documented information indicating that he/she was unavoidably prevented from timely contacting the MRO) he/she will continue on paid administrative leave until such time as the Town receives notification of the split sample test results;
3. If the officer does not exercise his/her option to have the split sample *tested* within the allowable 72-hour time limit, it will be treated as a positive result, and the consequences listed under 5. below will apply;
4. If the split sample test result is negative, the Town will pay for the cost of the split sample test;
5. If the split sample test result is positive, the paid administrative leave referred to in (1) and (2) above will be converted to sick leave, and the following consequences will apply:
 - a. The officer will not be allowed on duty or to return to duty;
 - b. The officer will be suspended from work without pay for 5 consecutive 8 hour shifts;
 - c. The officer will bear the cost of the split sample test;
 - d. After the suspension, the officer will be required to be placed on sick leave while he/she is relieved from duty and must use this time to participate in treatment if it is recommended by the SAP;
 - e. The officer must be evaluated by an SAP to determine recommended treatment;
 - f. The officer must successfully complete the SAP's recommended treatment, if any is made;
 - g. The officer must be evaluated by the SAP a second time to determine that the officer has properly followed any rehabilitation program prescribed by the SAP prior to returning to duty;
 - h. The officer must successfully pass a return-to-duty test(s), meaning a negative controlled substances test, before returning to duty. The Town will pay for the cost of the test if the result is negative whereas the officer will bear the expense if the test is positive. If no treatment has

been prescribed by the SAP, this return-to-duty result must be accomplished within 30 days from the date the officer was notified of the original positive test result. If an officer has a positive controlled substances test result on a return-to-duty test, he/she will be subject to disciplinary action;

- i. If, due to circumstances beyond the officer's control, the officer is unable to obtain a successful return-to-duty test(s) within the prescribed time limits, the officer must contact the Chief of Police or his designee as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the officer fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Chief or his designee within the 2 business days of the specified testing deadline, the Town will consider the officer on an unexcused leave of absence and he/she will be subject to disciplinary action;**
- j. As a condition of having a third chance after the first and second occurrences of a positive controlled substances test result, the officer shall execute the Last Chance Agreement appended to this Policy as Attachment A;**
- k. The officer shall be subject to unannounced follow-up testing once he/she has resumed his/her duties with the Town. The Town will pay for the cost of the test if the result is negative whereas the employee will bear the expense if the test is positive. Continued employment will be dependent upon the officer having negative controlled substances test results and blood alcohol content test results of less than 0.02. The number and frequency of such follow-up tests shall be directed by the SAP involved, but shall consist of at least 6 tests in the first 12 months after the employee returns to duty. Follow-up testing shall not extend beyond 36 months from the date of return to duty. The SAP involved may determine to end follow-up testing after the minimum 6 tests in 12 months have been administered, and the SAP expressly determines that such testing is no longer needed. The maximum number of follow-up tests will be solely determined by the SAP;**
- l. The SAP determines if return-to-duty and/or follow-up testing for both alcohol and controlled substances are necessary; and**
- m. If an officer has a positive controlled substances test result, or a blood alcohol content test result of 0.02 or greater, or refuses to submit to testing subsequent to the test in which he/she had a positive test result, he/she will be subject to disciplinary action.**

No action to discipline, or other action against an officer, will be taken based solely on the first occurrence of a positive controlled substances test result other than the loss of pay for the 5-day suspension. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

For the first two violations of the Program, the cost of the evaluation by the SAP shall be borne by the Town. Costs of any course of rehabilitation/treatment recommended by an SAP may be eligible expenses under the officer's medical insurance plan. The Town shall not be responsible for any rehabilitation/treatment costs in excess of the coverage provided by the officer's medical insurance plan.

Under no circumstances will the Town bear the cost of a SAP evaluation or any rehabilitation/treatment for any officer who commits a third violation with respect to blood alcohol content, controlled substances, or refusal to submit to testing.

Refusal To Submit To Testing

As stated in Section 3, Prohibited Alcohol and Controlled-Substances Related Conduct refusal to submit to testing is considered prohibited conduct with serious consequences. Refusal to submit to testing is regarded as a positive result.

If the refusal to test occurs in an alcohol testing situation, the consequences of a positive alcohol test result of a blood alcohol content of 0.08 or greater will apply, and they are as follows:

1. The officer will not be allowed on duty or to remain on duty;
2. The officer will be suspended from work without pay for 5 consecutive 8 hour shifts;
3. The officer will be placed on sick leave while he/she is relieved from duty and must use sick time to participate in treatment if it is recommended by the SAP;
4. The officer shall provide the Town with a signed consent form that allows the Town to request certification that the officer has successfully completed the recommended treatment program, and that he/she is otherwise able to perform the essential functions of his/her position;
5. The officer must be evaluated by a SAP to determine recommended treatment;
6. The officer must successfully complete the SAP'S recommended treatment, if any is made;

7. **The officer must be evaluated by the SAP a second time to determine that the officer has properly followed any rehabilitation program prescribed by the SAP prior to resuming duty;**
8. **The officer must successfully pass a return-to-duty test(s), meaning a blood alcohol content result of less than 0.02, before returning to duty. The Town will pay for the cost of the test if the result is negative whereas the officer will bear the expense if the test is positive. If no treatment has been prescribed by the SAP, this return-to-duty result must be accomplished within 3 days from the date the officer initially spoke to the SAP. If an officer has a test result of blood alcohol content of 0.02 or greater on a return-to-duty test, he/she will be subject to disciplinary action;**
9. **If, due to circumstances beyond the officer's control, the officer is unable to obtain a successful return-to-duty test(s) within the prescribed time limits, the officer must contact the Chief or his designee as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the officer fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Chief or his designee within the 2 business days of the specified testing deadline, the Town will consider the officer on an unexcused leave of absence and he/she will be subject to disciplinary action.**
10. **As a condition of having a third chance after the first and second refusals to submit to testing, the officer shall execute the Last Chance Agreement appended to this Policy as Attachment A;**
11. **The officer shall be subject to unannounced follow-up testing once he/she has resumed his/her duties with the Town. The Town will pay for the cost of the test if the result is negative whereas the officer will bear the expense if the test is positive. Continued employment will be dependent upon the officer having blood alcohol content test results of less than 0.02 and negative controlled substances test results. The number and frequency of such follow-up tests shall be directed by the SAP involved, but shall consist of at least 6 tests in the first 12 months after the employee returns to duty. Follow-up testing shall not extend beyond 36 months from the date of return to duty. The SAP involved may determine to end follow-up testing after the minimum 6 tests in 12 months have been administered, and the SAP expressly determines that such testing is no longer needed. The maximum number of follow-up tests will be solely determined by the SAP;**
12. **The SAP determines if return-to-duty and/or follow-up testing for both alcohol and controlled substances are necessary; and**
13. **If an officer has a blood alcohol content test result of 0.02 or greater, a positive controlled substances test result, or refuses to submit to testing subsequent to the**

test in which he/she had a positive test result, he/she will be subject to disciplinary action.

No action to discipline, or other action against an officer, will be taken based solely on the first occurrence of a refusal to test other than the loss of pay for the 5-day suspension. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

For the first two violations of the Program, the cost of the evaluation by the SAP shall be borne by the Town. Costs of any course of rehabilitation/treatment recommended by an SAP may be eligible expenses under the officer's medical insurance plan. The Town shall not be responsible for any rehabilitation/treatment costs in excess of the coverage provided by the officer's medical insurance plan.

Under no circumstances will the Town bear the cost of a SAP evaluation or any rehabilitation/treatment for any officer who commits a third violation with respect to blood alcohol content, controlled substances, or refusal to submit to testing.

If the refusal to test occurs in a controlled substances testing situation, the consequences of a positive controlled substances test result apply, and they are as follows:

- 1. The officer will not be allowed on duty or to return to duty;**
- 2. The officer will be suspended from work without pay for 5 consecutive 8 hour shifts;**
- 3. After the suspension, the officer will be required to be placed on sick leave while he/she is relieved from duty and must use this time to participate in treatment if it is recommended by the SAP;**
- 4. The officer must be evaluated by an SAP to determine recommended treatment;**
- 5. The officer must successfully complete the SAP's recommended treatment, if any is made;**
- 6. The officer must be evaluated by the SAP a second time to determine that the officer has properly followed any rehabilitation program prescribed by the SAP prior to returning to duty;**
- 7. The officer must successfully pass a return-to-duty test(s), meaning a negative controlled substances test, before returning to duty. The Town will pay for the cost of the test if the result is negative whereas the officer will bear the expense if the test is positive. If no treatment has been prescribed by the SAP, this**

return-to-duty result must be accomplished within 30 days from the date the officer was notified of the original positive test result. If an officer has a positive controlled substances test result on a return-to-duty test, he/she will be subject to disciplinary action;

8. If, due to circumstances beyond the officer's control, the officer is unable to obtain a successful return-to-duty test(s) within the prescribed time limits, the officer must contact the Chief or his designee as soon as possible to explain the circumstances causing the delay and to arrange for a time extension. If the officer fails to achieve a negative return-to-duty test result within the prescribed time period and does not contact the Chief or his designee within the 2 business days of the specified testing deadline, the Town will consider the officer on an unexcused leave of absence and he/she will be subject to disciplinary action;
9. As a condition of having a third chance after the first and second occurrences of a refusal to submit to testing, the officer shall execute the Last Chance Agreement appended to this Policy as Attachment A;
10. The officer shall be subject to unannounced follow-up testing once he/she has resumed his/her duties with the Town. The Town will pay for the cost of the test if the result is negative whereas the employee will bear the expense if the test is positive. Continued employment will be dependent upon the officer having negative controlled substances test results and blood alcohol content test results of less than 0.02. The number and frequency of such follow-up tests shall be directed by the SAP involved, but shall consist of at least 6 tests in the first 12 months after the employee returns to duty. Follow-up testing shall not extend beyond 36 months from the date of return to duty. The SAP involved may determine to end follow-up testing after the minimum 6 tests in 12 months have been administered, and the SAP expressly determines that such testing is no longer needed. The maximum number of follow-up tests will be solely determined by the SAP;
11. The SAP determines if return-to-duty and/or follow-up testing *for* both alcohol and controlled substances are necessary, and
12. If an officer has a positive controlled substances test result, or a blood alcohol content test result of 0.02 or greater, or refuses to submit to testing subsequent to the test in which he/she had a positive test result, he/she will be subject to disciplinary action.

No action to discipline, or other action against an officer, will be taken based solely on the first occurrence of a refusal to submit to testing other than the loss of pay for the 5-day suspension. However, the Town reserves the right to apply other measures, including discipline, up to and including termination of employment with the Town, when such test results occur, taking into account all circumstances and relying on the Town's authority to control the workplace.

For the first two violations of the Program, the cost of the evaluation by the SAP shall be borne by the Town. Costs of any course of rehabilitation/treatment recommended by an SAP may be eligible expenses under the officer's medical insurance plan. The Town shall not be responsible for any rehabilitation/treatment costs in excess of the coverage provided by the officer's medical insurance plan.

Under no circumstances will the Town bear the cost of a SAP evaluation or any rehabilitation/treatment for any officer who commits a third violation with respect to blood alcohol content, controlled substances, or refusal to submit to testing.

Note: Under the 3 strikes rule, you are entitled to a total of two violations of the Town's Testing Program with respect to testing positive for controlled substances and/or having an alcohol test result of 0.08 or greater, i.e, two positive controlled substances test, two alcohol test results of 0.08 or greater, or one positive controlled substances test and one alcohol test result of 0.08 or greater, before the Last Chance Agreement provision goes into affect.

7. **INFORMATION ON THE EFFECTS, SIGNS, AND SYMPTOMS OF ALCOHOL AND SUBSTANCE ABUSE AND AVAILABLE METHODS OF INTERVENTION**

Illegal drug use and alcohol misuse can have potentially devastating consequences for the individual abusing and for innocent bystanders. In addition, such behavior negatively impacts on the individual's health, work productivity, and personal life. Officers who abuse controlled substances and misuse alcohol are prone to accidents, poor job performance, and absenteeism. This behavior directly results in increased costs to the officer and risk of harm to the public, the officer, and fellow officers. Public Safety EAP will provide training concerning the effects, signs, and symptoms of alcohol and controlled substances abuse as well as the responsibilities of supervisors in a successful alcohol and controlled substances program.

For information regarding methods of intervention available through the officer's insurance plans, please contact the Chief of Police's designated Program Coordinator.

