

**AGREEMENT
BETWEEN
TOWN OF OXFORD**

And

COUNCIL 4 AFSCME

LOCAL 2693

EXPIRES JUNE 30, 2022

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE I - RECOGNITION.....	3
ARTICLE II - STABILITY OF AGREEMENT.....	3
ARTICLE III - RESERVATION OF MANAGEMENT RIGHTS.....	4
ARTICLE IV - PROBATIONARY PERIOD.....	4
ARTICLE V - DUES DEDUCTIONS.....	5
ARTICLE VI - CIVIL ACTIONS.....	5
ARTICLE VII - CRUISERS AND OFFICES.....	5
ARTICLE VIII - DRY CLEANING.....	6
ARTICLE IX - OUTSIDE EMPLOYMENT.....	6
ARTICLE X - DARE OFFICER.....	6
ARTICLE XI - EMT and MRT CERTIFICATION.....	6
ARTICLE XII - MISCELLANEOUS.....	7
ARTICLE XIII - PHYSICALS.....	7
ARTICLE XIV - PROMOTIONS.....	8
ARTICLE XV - SENIORITY.....	9
ARTICLE XVI - JOB-ACTION RESTRICTIONS.....	10
ARTICLE XVII - UNIFORMS AND EQUIPMENT.....	10
ARTICLE XVIII - GRIEVANCE AND ARBITRATION PROCEDURE.....	12
ARTICLE XIX - DISCIPLINARY PROCEDURES.....	14
ARTICLE XX - HOURS OF WORK AND OVERTIME.....	15
ARTICLE XXI - PERSONAL DAYS.....	16
ARTICLE XXII - WAGES.....	17
ARTICLE XXIII - PAY PERIOD.....	18
ARTICLE XXIV - SHIFT DIFFERENTIAL.....	18
ARTICLE XXV - EXTRA DUTY.....	19
ARTICLE XXVI - LONGEVITY PAY.....	20
ARTICLE XXVII - PENSION.....	20
ARTICLE XXVIII - VACATIONS AND HOLIDAYS.....	20
ARTICLE XXIX - COMPENSATORY TIME.....	22
ARTICLE XXXI - SICK LEAVE.....	26
ARTICLE XXXII - EXTENDED PAID SICK LEAVE.....	27
ARTICLE XXXIII - FUNERAL LEAVE.....	27
ARTICLE XXXIV - MATERNITY/PATERNITY LEAVE.....	27
ARTICLE XXXV - LEAVE OF ABSENCE WITHOUT PAY.....	27
ARTICLE XXXVI - COURT TIME.....	28
ARTICLE XXXVII - UNION BUSINESS LEAVE.....	28
ARTICLE XXXVIII - JURY DUTY.....	28
ARTICLE XXXIX - SUBSTANCE ABUSE POLICY.....	28
ARTICLE XL - TRAINING.....	29
ARTICLE XLI - DURATION.....	29
ARTICLE XLII - ZIPPER CLAUSE.....	29
EXHIBIT 1 - TOWN OF OXFORD SUBSTANCE ABUSE POLICY.....	31
MEMORANDUM OF AGREEMENT.....	37

PREAMBLE

This Agreement entered into by the Town and the Union, has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, or any other matters that come within the general meaning of the terms, working conditions, or conditions of employment. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital, race, color, religious creed, national origin, qualified handicap, political affiliation or union membership.

ARTICLE I - RECOGNITION

SECTION 1. Agreement, made by and between the Town of Oxford (hereinafter referred to as "Town") and Oxford Police Union Local 2693 and Council 15, AFSCME, AFL-CIO (hereinafter referred to as "Union").

SECTION 2. The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time investigatory and full-time uniformed members of the Oxford Police Department with the authority to exercise police powers.

SECTION 3. All collective bargaining with respect to hours of work, wages, grievance procedure and other conditions of employment pertaining to this contract shall be conducted by the authorized representative of the Union and the authorized representative of the Town only.

SECTION 4. For purposes of this Agreement, the term "Officers" or "members" shall mean full-time uniformed members of the Oxford Police Department.

ARTICLE II - STABILITY OF AGREEMENT

SECTION 1. No amendment, alteration, or variation of the terms and provisions of this Agreement shall bind the parties hereto unless made and executed, in writing, by said party.

SECTION 2. If any Article or Section hereof is declared to be invalid or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity of any other Article or Section hereof, and the parties agree to re-open this Agreement for the purposes of substituting provisions for such invalid provisions.

ARTICLE III - RESERVATION OF MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial lights, prerogatives, and functions are retained and vested exclusively in the town, including but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote, discipline, transfer, layoff, and discharge personnel; determine the number and type of positions and organizational structure required to provide police services; define the duties and responsibilities of each position and of the department; acquire and maintain essential equipment and facilities required to conduct the business of providing police services; contract for police and/or non-police services with other units of government and/or private contractors for the provision of police and/or non-police services to or by the Town; establish and amend policy, procedures, rules; and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The Town's failure to exercise any right, prerogative or function hereby reserved to it, or the Town's right to exercise such a right, prerogative or function or preclude it from exercising in some other way shall not be in conflict with the express provisions of this Agreement.

The Town shall not exercise its management rights in violation of this obligation under MERA (the Connecticut Municipal Employee Relations Act, Conn. Gen. Stat. Sec. 7-467, et seq.). In the event the Town decides to subcontract for police and/or non-police services, it shall notify the Union no less than thirty (30) days prior to implementation of its decision and bargain over any substantial effects. Part-time police officers may be used and they shall be permitted to perform all responsibilities of a full-time officer. Part-time officers shall not work more than a 20-hour week on a regular basis. Prior to offering a shift to a part-time employee, the Town must first offer the vacant shift to a full-time employee. The Town shall use no more than 4 part-time employees at one time.

ARTICLE IV - PROBATIONARY PERIOD

There shall be a probationary period of one (1) year from the date of hire and ending one (1) year from the date of completion of the field training period. It is agreed that the Town shall have the sole right to determine an individual's qualifications during his or her one (1) year probationary period. During such time and in the sole discretion of the Town, the employment of such probationary employee may be disciplined and/or terminated. If an officer is disciplined and/or terminated during his/her probationary period, the Union may file a grievance up to and including step two of the grievance procedure; however, a grievance shall not be filed to arbitration.

Upon the successful completion of the Probationary Period, the First Selectman will notify the employee by letter of such successful completion of the probationary period and his or her status as a non-probationary employee. In the Town's sole discretion, the probationary period may be extended by six (6) months if the employee does not meet the standards and expectations of the Town. However, nothing herein shall require the Town to provide such extension.

ARTICLE V - DUES DEDUCTIONS

All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay an agency fee for the duration of this Agreement or any extension thereof

The Town agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card subsequent to the date of this Agreement a sum certified in writing by the Secretary or other authorized official of the Union to be Union dues or agency fee.

These deductions will be made in each bi-weekly paycheck.

ARTICLE VI - CIVIL ACTIONS

In the event that an Officer shall be named defendant in a civil action claiming damages for false arrest, false imprisonment or excessive force occurring during the performance of his/her official duties and within the scope of his/her employment and a judgment issue deciding that in fact he or she was acting within the scope of employment and not resulting from his/her willful or wanton act, the Town shall provide counsel at agreed upon reasonable rate/cost consistent with the Town of Oxford Charter to defend such lawsuit and pay any final judgment obtained therein against such Officer as provided by the case law and statutory law of the State of Connecticut.

ARTICLE VII - CRUISERS AND OFFICES

SECTION 1. Officers shall not be required to make any mechanical repairs, oil changes, or change flat tires of Department cruisers (including SUVs) except in an emergency, but will keep cruisers (including SUVs) clean and weekly check oil, brake fluid and windshield wiper fluid. Officers must record such weekly checks and sign off that they have done so.

The Town shall contract with a local car wash of its choice to periodically wash cruisers and SUVs. When directed, officers shall be required to drive cruisers and/or SUVs to car wash for cleaning.

SECTION 2. Cruisers (including SUVs) and offices shall be properly air conditioned during the summer months, and properly heated during the winter months. All Police cruisers and SUV's will be equipped with electric windows, electric locks, rechargeable flashlight mounts and AM/FM radio. All equipment shall be installed and located within or on a cruiser or SUV consistent with manufacturers guidelines, safety and operational needs.

SECTION 3. Officers shall not be required to clean the offices or other areas in the Police Department or vacuum the premises, except to clean any area oiled or dirtied by the negligence, carelessness or sloppiness of the Officer. However, Officers shall clear the kitchen after their use.

SECTION 4. One computer shall be provided in the police department with internet

ARTICLE XII - MISCELLANEOUS

SECTION 1. The Town shall designate one (1) bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities or any matter pertinent to Union matters.

SECTION 2. The First Selectman or his Designee shall give to each employee, and to each new employee when hired, a copy of this Agreement, an identification card, and a copy of the rules and regulations of the Department, and the Town of Oxford Charter.

SECTION 3. No employee shall be permitted to work more than eighteen (18) hours in any twenty-four (24) hour period unless authorized by the First Selectman or his designee. Work includes work for the Town of Oxford and any other employment permitted pursuant to Article VIII - Outside Employment.

SECTION 4. The Town shall make available, free of cost, Hepatitis B Shots to all Officers.

SECTION 5. The Town shall provide Officers, at no cost, materials used for Department In-Service Training Programs which are approved by the First Selectman or his designee.

SECTION 6. Military leave will be provided in accordance with applicable federal and/or state law.

SECTION 7. If an Officer is required to use his personal vehicle for Department purposes, he will be reimbursed at an approved IRS rate for mileage associated with said usage.

SECTION 8. Officers that are assigned as FTO (Field Training Officer) shall be paid one hour overtime at one and one half times that officer's rate of pay, for each day scheduled as FTO, provided that the Officer completes the field training daily observation report on that day.

SECTION 9. Any employee who has completed a bachelor's degree from an accredited college or university shall receive compensation payable on December 1 of each year in the amount of \$350.00.

ARTICLE XIII - PHYSICALS

SECTION 1. As a precondition of employment, an Officer candidate shall take a physical at a medical facility chosen by the Town. The purpose of said physical is to determine if the Officer candidate is in a physical condition to perform the duties of a police officer of the Town as defined in this Agreement and any applicable state and local laws and regulations. Said examination shall include drug screen testing.

to the aggrieved employee and his/her Union representative.

SECTION 6. STEP TWO: If the aggrieved employee or the Union are not satisfied with the decision rendered by the most senior ranking Resident Trooper or his designee acting in his absence, they may submit the grievance in writing to the First Selectman within twenty (20) days of receipt of the decision. The First Selectman shall render a written decision within twenty (20) days after submission of the grievance. If denied, the First Selectman shall state the reason(s) for such decision.

SECTION 7. STEP THREE: (Arbitration) If not settled, the grievance may be submitted to arbitration only by the Union or Town before the Connecticut State Board of Mediation and Arbitration ("CSBMA") or the American Arbitration Association ("AAA"), provided that whichever party selects the AAA is responsible for the costs of the arbitrator and AAA administrative fees. A request for arbitration shall be in writing and must be filed with the State Board of Mediation and Arbitration not later than twenty (20) days after the Union's receipt of the First Selectman's decision. The Union will advise the First Selectman in writing of any submission of a grievance to arbitration, and the Town within fifteen (15) days of receipt thereof, must notify the Union in writing of its decision to use the AAA, in which case the Union must file with the AAA within the subsequent twenty (20) day period. The answer will be provided to the aggrieved employee and his/her Union representative. A grievance shall be deemed filed upon being date-stamped in the First Selectman's office. The failure of the Town to timely respond to a grievance shall not be deemed to be a granting of the grievance.

SECTION 8. The arbitrators designated herein shall decide only one (1) grievance at a time. The award shall be final and binding as provided by law. They shall be bound by and must apply all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The parties to the arbitration are the Union and the Town.

SECTION 9. Any time limits specified in this Article may be extended by mutual agreement in writing by the parties to this Agreement, provided that if a grievance is not filed within the twenty (20) day period referenced in Section 3, the grievance is waived; or is not submitted by the employee or the Union to a higher step in the procedure delineated in this Article, it will be deemed settled on this basis of the answer in the Step last considered. In the event the Town fails to respond within the time limits provided in Sections 5 and 6 of this Article, the grievance may be advanced to the next step in accordance with the procedure delineated in this Article.

SECTION 10. Each party shall bear its own expenses for arbitration, except as otherwise provided in this Article.

SECTION 11. All days referenced herein are calendar days. If Town Hall is closed on the day on which a period ends, a party's submission or response shall be due on the next business day.

ARTICLE XIX - DISCIPLINARY PROCEDURES

SECTION 1. No Officer shall be discharged, terminated, demoted, suspended or disciplined in any other manner except for "just cause".

SECTION 2. As used herein, the term "demoted" shall include the transfer of an Officer, laterally or otherwise, resulting in a reduction of the Officer's wages or other benefits the Officer had in said position.

SECTION 3. The First Selectman or his designee may be authorized to award discipline upon a finding of "just cause" to a maximum penalty of ten (10) days suspension without pay, or in those cases where more severe disciplinary action may be imposed, suspend Officers without pay until such time that the Board of Selectmen is able to conduct a hearing concerning the matter; provided, however, that if the hearing is not commenced within thirty (30) days following the suspension without pay, then the suspension shall be converted to a suspension with pay until the Board's decision is rendered. The Union shall submit a grievance from a decision of the Board of Selectmen directly to the State Board of Mediation and Arbitration.

SECTION 4. Discipline other than that described in Section 3, above shall be awarded by the Board of Selectmen or its designee, which shall also be authorized to award those lesser amounts of discipline described in Section 3., above, provided that no Officer shall be discharged, terminated, demoted, suspended or disciplined in any other manner by the Board of Selectmen or its designee except for "just cause" and after a hearing before said Board of Selectmen.

SECTION 5. All disciplinary proceedings before the Board of Selectmen shall require notice to the Officer(s) at least ten (10) days prior to the date of the hearing stating the reason for the disciplinary proceeding including, but not limited to, any rule, regulation and/or State Statute allegedly violated.

SECTION 6. At all hearing (including hearings as a result of civilian complaint) before the Board of Selectmen, all witnesses shall be sworn and the Officer(s) shall have the right to representation of his/her choice. The Board of Selectmen shall render its decision and notify the Officer(s) and the Union thereof not later than five (5) days after the hearing is closed.

SECTION 7. Officer(s) shall be entitled to representation by a Union representative at any meeting or inquiry during which the Officer(s) may be subject to interrogation in connection with possible disciplinary proceedings.

SECTION 8. The Union is authorized to challenge action resulting in any Officer being demoted, suspended or terminated in accordance with Section four (4) through six (6) of this Article. Such challenge may include severity of the punishment providing it submits a grievance in accordance with the provisions of Step Three of Grievance Procedure requesting arbitration with respect thereto. The arbitrator(s) shall be empowered to render a final and

SECTION 2. While an Officer is under thirty (30) years of age, he/she shall have a physical examination every three (3) years by a physician approved by the Town's medical insurance policy/program and chosen by the Officer. However, the Town may require an officer to submit to a physical examination by a physician chosen by the Town, in which case, the Town will reimburse the Officer for the cost incurred for said examination.

SECTION 3. When an Officer is between thirty (30) and forty (40) years of age, he/she shall have a physical examination every two (2) years by a physician approved by the Town's medical insurance policy/program and chosen by the Officer. However, the Town may require an officer to submit to a physical examination by a physician chosen by the Town, in which case, the Town will reimburse the Officer for the cost incurred for said examination.

SECTION 4. When an Officer is over forty (40) years of age, he/she shall have a physical examination every year by a physician approved by the Town's medical insurance policy/program and chosen by the Officer. However, the Town may require an officer to submit to a physical examination by a physician chosen by the Town, in which case, the Town will reimburse the Officer for the cost incurred for said examination,

SECTION 5. Such physical examination shall be provided under the Town's medical insurance policy/program. The Town shall pay any co-pay or other costs of the Officer directly related to the required physical.

SECTION 6. The examining physician shall issue a report to the Town and the employee as to the Officer's current ability to perform the essential functions of the job.

ARTICLE XIV - PROMOTIONS

SECTION 1. In filling a promotional position, an examination will be given by an outside agency and the results will be considered by the Town. The test results will be posted within a reasonable amount of time after the results are received by the Town.

SECTION 2. In order to be eligible to take an exam for a promotional position, an Officer must have three (3) years experience as a police officer, one (1) of which must be as a full-time Officer for the Town, at the time of the posting for such position. All promotions from within the bargaining unit shall be made from qualified Officers. Promotions shall only be made after competitive examinations are conducted by impartial, qualified examiners. Promotions shall be based upon a written examination, an oral examination and evaluation(s) conducted by the Town regarding an employee's job performance. The Town shall consider the results of the written examination, the results of the oral examination and the employee's job performance with the Town in determining who shall be promoted. In the event there is no Officer who is eligible or qualified to be promoted, the Town may fill the promotional position by hiring an Officer from outside the Department.

SECTION 3. The Town ^{MAY 2017} shall create two (2) Corporal ^{MAY 2017} positions, who shall be assigned to patrol and work the second and third shifts. The positions shall exist as of April 1, 2019 and the second as of April 1, 2020. Candidates to fill this position must have at least two (2) years of

experience as an Oxford police officer.

The Town shall prepare the promotional examination and job description for the Corporal position, after receiving input from the Union, but shall have the sole discretion as to the substance of such exams and job descriptions.

The Corporal position shall report to the Resident Trooper. Under no circumstances shall the Town be required to backfill any vacant shifts for the Corporal position.

ARTICLE XV - SENIORITY

SECTION 1.

Seniority shall be defined as the most recent length of continuous full-time service within employment covered by the Collective Bargaining Agreement, including previous service as an Oxford full-time, Oxford Police Officer, and including involuntary interruptions for military service and work-related injury leave.

a. Seniority shall not be computed for any Officer until after he/she has completed his/her probationary period. Upon successful completion of his/her probationary period, seniority shall accrue from the original date of most recent hire.

b. Seniority shall be deemed terminated by resignation, dismissal for just cause, retirement, or being laid off for a period of eighteen (18) months without recall.

c. Seniority shall not be deemed broken by leave(s) of absence for work related injuries, extended illnesses, military leave, family medical leave as defined under the Family Medical Leave Act, pregnancy leave, sick leave, funeral leave, vacation, personal days, suspension(s) or compensatory days off

d. Whenever more than one employee is appointed to the department on the same day, the Officer with the higher testing grade at the Municipal Police Training Academy shall be deemed the more senior Officer.

Seniority shall not accumulate during unpaid leaves of absences or periods of layoff under the terms of this Agreement.

SECTION 2. If reduction in force is necessary, layoffs shall occur in inverse order of seniority, providing the employees remaining are fully qualified and capable of performing their job functions. A laid off Officer shall have recall rights for a period of eighteen (18) months from the date of the layoff.

SECTION 3. Part-time service with the Town shall not carryover, for seniority purposes, to seniority as defined under this Article.

SECTION 4. If a reduction in force is necessary due to lack of funding, then the town shall reduce trooper positions first if possible. If not possible to eliminate trooper positions at the time the reduction in force becomes necessary, then the town upon completion of its contractual agreement with the state police which was in effect as of the date of reduction in force, shall eliminate trooper positions in order to recall the laid off Oxford police officers, provided such recall occurs within eighteen months of the layoff.

ARTICLE XVI - JOB-ACTION RESTRICTIONS

SECTION 1. No employee covered by the terms of this Agreement shall engage in any strike or slow-down activity or any other form of job-action against the Town of Oxford, or any of its officials, departments or agencies.

ARTICLE XVII - UNIFORMS AND EQUIPMENT

SECTION 1. The Town shall be responsible for purchasing and maintaining police equipment, including uniforms, weapons, and any required safety equipment as deemed necessary by the First Selectman/Police Chief for the successful performance of the Officer's duties.

SECTION 2. The Officer receiving such equipment shall be responsible for notification to the Resident State Trooper in the event that there is any loss, damage or malfunction of any assigned equipment. If the equipment is lost, rendered inoperable or otherwise damaged through the negligence or intentional act of the Officer, the Board of Selectmen, acting as the Police Commission, shall determine if the Officer shall be financially liable for such loss, damage or inoperability of the equipment.

SECTION 3. The Town shall reimburse the Officers for loss, damage or inoperability of the following personal items if lost in the line of duty and not through the negligence of the Officer:

- a. Watches Up to \$50.00
- b. Eyeglasses: Up to \$100.00
- c. Dentures: No limit

Officers seeking reimbursement shall provide documentation of the cost of replacement where required by the First Selectman or his/her designee.

SECTION 4. All the Police Officers shall be issued minimum uniforms and equipment as determined by the First Selectman or his/her designee. The number and type of equipment to be provided by the Town pursuant to this Article is set forth below:

Five (5) winter shirts	Five (5) summer shirts	One (1) bullet proof vest
Five (5) winter pants	Five (5) summer pants	One (1) duty belt
One (1) holster	One (1) radio holder	One (1) cuff case

One (1) cap-stun holder	One (1) flashlight holder	One (1) holder
One (1) magazine holder	One (1) holster	One (1) duty weapon
Two (2) hand cuffs	Two (2) flashlights	One (1) holder
One (1) cap-stun	Three (3) magazines	Two (2) cuff keys
One (1) belt	One (1) pair boots	Five (5) tuttlenecks
Two (2) ties	Two (2) collar pins	Three (3) badges
One (1) hat	One (1) rain cap	One (1) ball cap
Two (2) clipboards	One (1) rain coat	One (1) winter jacket
Four (4) belt keepers	Two (2) tie clasps	Two (2) name tags
One (1) spring/fall jacket	One (1) sweater	One (1) radio w/ charger
One (1) shotgun	One (1) full dress uniform	One (1) B.T. uniform
One (1) knife	Two (2) gloves (winter/traf)	One (1) winter hat

SECTION 5 The Town will issue uniforms and equipment for special assignments upon completion of training for said assignment. The Town will determine the appropriate uniform and equipment necessary for the special assignment.

SECTION 6. Officers may wear their Basic Training Uniform while working extra duty road assignments.

SECTION 7. The Class B summer uniform shall be worn as uniform of the day consistent with State Police-issued directive. The Class B winter uniform shall be worn for all normal occasions, on or about October 1st through on or about April 30th, according to the same schedule utilized by the State Police. Officers have the option to wear a turtleneck during the winter months, (December 21 through March 21).

SECTION 8. Officers shall be permitted to wear BDU style uniforms from September 1 through May 30 (Town to select the BDU uniforms), except that they must wear an 8 point hat and no baseball caps. (Baseball caps may be worn on extra duty assignments). Web belts may be worn so long as all are the same. The current, regular uniforms must be worn from June 1 through August 31. The First Selectman shall review this article no later than June 1, 2019 and may unilaterally require all officers to go back to wearing the current uniform in his discretion."

ARTICLE XVIII - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practical so as to insure efficiency and employee morale.

a. The First Selectman will be available to meet informally with the Union President at reasonable times to discuss issues of mutual concern.

SECTION 2. A grievance is defined as any claimed violation of a specific section or article of this collective bargaining Agreement

SECTION 3. Grievances must be filed in writing within twenty (20) days of the event giving rise to the grievance, or within twenty (20) days of the time the grievant knew or reasonably should have known of said event. The Article(s) or Section(s) of the agreement involved, as well as the remedy sought must be set forth in the grievance. All grievances shall be handled in accordance with the procedures set below in this Article.

SECTION 4. Any employee may use this grievance procedure with or without the assistance of a Union representative. The Union may file a grievance on behalf of an individual or member on behalf of the Union as a whole. However, should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may continue to the next succeeding step following that which the employee has utilized. The Officer shall give the Union prompt notice of such individually processed grievance and/or notice prior to the settlement of such grievance.

SECTION 5. STEP ONE: As an employee or his Union representative, if represented, or the Union may submit a grievance in accordance with this Article, to the most senior ranking Resident Trooper, or in his absence, to his designee, who shall not be a member of the bargaining unit. The Resident Trooper or said designee, whichever the case may be, will make an effort to resolve the grievance and will render an answer to the grievance in writing within twenty (20) days of the receipt of the grievance. This answer will be provided

binding arbitration award with respect to said grievance. However, nothing in this section shall be construed as a waiver of either party's right to challenge procedural violations by the arbitration panel.

ARTICLE XX - HOURS OF WORK AND OVERTIME

SECTION 1. The work schedule for full-time Officers shall be five (5) consecutive days of nine (9) hour shifts, followed by three (3) days off, then five (5) consecutive days of nine (9) hour shifts, followed by three (3) days off, and the cycle shall thereafter be repeated.

SECTION 2. All hours or part thereof worked in excess of nine (9) hours per day and any hours or part thereof worked on a regularly scheduled day off shall be paid at a rate of one and one-half (1 1/2) times the Officer's hourly rate.

SECTION 3. The daily schedule shall include one half hour paid meal period for each shift.

SECTION 4. Shift hours are set forth below. There may be deviations from this schedule due to emergency conditions as determined by the First Selectman or his designee.

<u>Shift</u>	<u>Start</u>	<u>End</u>
Day Shift	6:30 am.	3:30 p.m.
Evening Shift	2:30 p.m.	11:30 p.m.
Midnight Shift	10:30 p.m.	7:30 a.m.
Tactical Shift	See Below	See Below

SECTION 5. Tactical shift is defined as a shift that overlaps the other two shifts, with a two (2) hour minimum overlap on one of the shifts.

SECTION 6. Shift assignment shall be determined every six (6) months (January 1 and July 1) by the First Selectman or his designee upon the recommendation of the Senior Resident Trooper. Officer requests shall be honored on the basis of seniority.

SECTION 7. Overtime assignments shall be distributed and paid fair as follows:

a. Overtime assignments shall be distributed by first offering the assignment to full-time Oxford Police Officers using a rotating list, first established by seniority.

b. If, after all full-time Officers have been contacted and the assignment has not been accepted, the Town may offer the assignment to part-time Officers or the Resident Trooper.

c. If a full-time Officer works an overtime assignment, he/she shall be charged the hours worked for the assignment. If an Officer refuses an overtime assignment for reasons other than sick time, vacation, injury leave, military leave, personal day, compensatory time, holiday, funeral leave, working an overlapping shift

or other overtime/extra duty assignment, that Officer shall be charged with the amount of hours equal to the assignment for purposes of the rotating list. If an Officer refuses three consecutive overtime assignments on separate days, he/she will be dropped from the extra duty and overtime assignment rotation lists for a forty five (45) day period unless the Town deems it necessary to keep him/her on the list.

d. Any Officer ordered in or called back to work on a regularly scheduled day off shall be paid a minimum of four (4) hours pay at the rate of time and one half that Officer's hourly pay rate, provided the Officer is being ordered in due to an "emergency situation," as determined by the Senior Resident Trooper or the First Selectman. Emergency order-ins shall be by inverse order of Department seniority. Officers who are held over will receive payment for time actually worked. Officers will only be held over if circumstances warrant, as determined by the :Resident Trooper or the First Selectman.

For purposes of this section, "emergency situation" shall mean an unforeseen combination of circumstances that calls for immediate action by department personnel to supplement efforts to save lives and protect property and ensure the public health and safety of persons and/or avert or lessen the threat of disorder. "Emergency situation" does not mean an order-in of an Officer for the sole reason that another Officer is out of work on a paid or unpaid leave.

ARTICLE XXI - PERSONAL DAYS

SECTION 1. Employees shall be entitled to three (3) paid personal days per fiscal year. These paid personal days may be used by the employee for pressing personal business of the type that could not ordinarily be conducted during non-work hours.

SECTION 2. An employee requesting a personal day will request: such with as much advance notice as possible, giving a reason for the request of such personal time. Such request will be made in writing to the First Selectman, or his/her designee. However, both parties recognize that in the event of an emergency or exigent circumstances for the employee, little or no advance notice may be given. In the event of such emergency or exigent circumstances, the Officer must notify the First Selectman or his designee immediately by phone or electronic messaging.

SECTION 3. Entitled personal days earned each year shall be used in the year entitled or otherwise lost.

SECTION 4. The Town shall supply each Officer with a status report of said Officer's personal days during the weeks of April 1 and October 1 in each calendar year.

SECTION 5. In the event that the Officer is not able to request approval of a personal day due to exigent circumstances, it shall be the Officer's responsibility to provide such written justification within 24 hours of his or her return to work.

SECTION 6. Any violation or abuse of this section shall subject the Officer to disciplinary proceedings as provided for under this Agreement.

SECTION 7. An Officer cannot use a personal day and be eligible for extra duty overtime as described in Section XXV of this Agreement.

ARTICLE XXII - WAGES

SECTION 1.

Effective July 1, 2018, wages at each step of the pay scale shall increase by six percent (6.0%) over wages payable on June 30, 2017.

The hourly pay scale for each step shall be as follows effective July 1, 2018.

STEP 1	\$27.14
STEP 2	\$29.52
STEP 3	\$31.54
STEP 4	\$33.44

Effective July 1, 2019, wages at each step of the pay scale shall increase by two percent (2.0%) over wages payable on June 30, 2018.

The hourly pay scale for each step shall be as follows effective July 1, 2019.

STEP 1	\$27.68
STEP 2	\$30.11
STEP 3	\$32.17
STEP 4	\$34.10

Effective July 1, 2020, wages at each step of the pay scale shall increase by two percent (2.0%) over wages payable on June 30, 2019.

The hourly pay scale for each step shall be as follows effective July 1, 2020.

STEP 1	\$28.23
STEP 2	\$30.71
STEP 3	\$32.81
STEP 4	\$34.78

Effective July 1, 2021, wages at each step of the pay scale shall increase by two and a half percent (2.5%) over wages payable on June 30, 2020.

assigned to the shift.

ARTICLE XXV - EXTRA DUTY

SECTION 1. For purposes of this Agreement, Extra Duty shall mean any police service contracted by an outside contractor or concern, including the Board of Education and other Town agencies.

SECTION 2. Hours worked on Extra Duty shall be compensated at one and one-half (1 1/2) times the top patrolman's rate, with a four (4) hour minimum for each job.

SECTION 3. Officers working extra duty shall be covered by the Town's liability and worker's compensation insurance policies.

SECTION 4. The Town will maintain a list for the assignment of Extra Duty and a list for the assignment of Overtime.

SECTION 5. The Town shall pay the Officer directly and take out the appropriate taxes from each check. The Town shall be responsible for collecting payment from the outside contractors.

SECTION 6. Police vehicles may be used for extra duty jobs when, available and reasonable. The First Selectman or his/her designee will assign the vehicle to be used.

SECTION 7. Officers working Extra Duty shall be provided twenty-four (24) hour notice regarding cancellation of the job. If such notice is not provided, the Officer shall be paid a minimum of four (4) hours compensation.

SECTION 8. Issues of public safety shall remain within the jurisdiction of the Oxford Resident State Troopers Office. The Town of Oxford shall remain responsible for addressing safety issues on all roadways. Following proper protocol, when public safety issues necessitate, the First Selectman, acting as the Chief of Police, or his designee, may require posting of police traffic control on any road within the borders of the Town of Oxford.

SECTION 9. Officers will be granted one-half hour overtime pay or extra duty rate of pay for travel to and from extra duty assignments (excepting Board of Education events and Town events). Travel time shall be included in any minimum hourly entitlement.

SECTION 10. Absent special circumstances, assignment of an Oxford Police Officer to an Extra Duty post shall be by seniority.

ARTICLE XXVI - LONGEVITY PAY

SECTION 1. Longevity Pay shall be considered as an added compensation to Officers for long and faithful service to the Town as follows:

- a. 5-9 years of service..... \$370.00
- b. 10-14 years of service..... \$520.00
- c. 15 years of more of service \$670.00

ARTICLE XXVII - PENSION

SECTION 1. The Town shall continue participation in the Municipal Employees Retirement Fund (MERF B) with the Police and Survivors Benefit and Fund and Disability Pension for all Officers.

SECTION 2. The Town shall, per MERF regulations, provide for the past service of all full-time employees under the pension plan, as specified in Section 1 of this Article,

SECTION 3. The Town will offer each Union member a Section 457 deferred compensation plan.

ARTICLE XXVIII - VACATIONS AND HOLIDAYS

SECTION 1. HOLIDAYS

Holidays worked shall be paid at the rate of two and one-half (2-1/2) times the Officer's straight time hourly pay rate. The Officer shall have the right to take one and one-half (1-1/2) times his hourly pay rate for the holiday, plus a compensatory day in the future if he/she chooses. The following days shall be considered holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Floating Holiday

Columbus Day
Veteran's Day
Election Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas Day
Christmas Day

SECTION 2. HOLIDAYS NOT WORKED

If a holiday falls on an Officer's day off, he/she shall have the right to take a compensatory day in the future if he/she chooses. Such banked holiday[s] shall be used within one year of being earned.

The request for the floating holiday shall be submitted, in writing, within thirty (30) days notice, to the First Selectman or his/her designee for approval, which approval shall not be unreasonably withheld. The "Floating Holiday" set forth in Section 1 shall be taken within the fiscal year it is earned.

SECTION 3. VACATIONS

All regular full-time employees shall be granted annual vacations based upon length of service according to their date of hire. Increases in length of vacation are effective on the anniversary of the date of hire.

<u>Service</u>	<u>Length of Vacation</u>
More than six months but less than 12 months	five days
More than one year but less than 5 years	10 days
More than five years but less than 10 years	15 days
More than ten years, but less than 15 years	20 days
More than 15 years	20 days plus one additional day for each additional year up to six weeks maximum accumulation

SECTION 4 Each quarter, the Town shall provide each Officer with a status of said Officer's vacation.

SECTION 5. The scheduling of vacation days shall be the responsibility of the First Selectman upon the recommendation of the Resident Trooper and such scheduling shall be made by seniority preference. The town shall allow a maximum of one Oxford Police Officer per shift on vacation leave at any one time. An Officer requesting time under the Vacation provisions of this Agreement shall request the leave in writing to the First Selectman or his/her designee with a minimum of seventy-two (72) hours notice prior to the vacation day requested. An officer who submits a request for a vacation day, shall be given written notification of approval or non-approval within seventy two (72) hours of such request. Vacation days may be requested and used in half-day increments. The First Selectman or his/her designee may allow more Officers to be on vacation if scheduling needs and the needs of the Department are met.

The Town will grant One Oxford officer, per shift assignment, vacation leave on a first come first serve basis. Shift assignment will be defined as one or more Oxford officer/officers working the same shift with the same (five on three off) schedule. Should more than one Oxford officer with the same assignment request the mirroring vacation time off, the senior officer shall prevail.

SECTION 6. Employees may carry over ten (10) days of vacation from one year to the next. Employees shall be paid for unused vacation days in excess of ten (10) days at the end of each fiscal year. Such excess vacation days shall not be carried over into a new fiscal year.

ARTICLE XXIX - COMPENSATORY TIME

SECTION 1. An officer requesting compensatory time under the Holiday provisions of this Agreement shall request the leave in writing to the First Selectman or his/her designee with a minimum of seventy-two (72) hours prior to the compensatory day requested. An Officer shall take the compensatory day within two hundred ten (210) days of the date the compensatory day is earned (e.g. the compensatory day for Christmas, 2010, or must be taken within 210 days of Christmas 2010) or the compensatory day will be lost.

SECTION 2. If two (2) Officers on the same shift request compensatory time for the same day, the Officer first making the request shall prevail.

SECTION 3. Compensatory time is subject to the Town's ability to fill the shift. No Officer may take more than three (3) consecutive compensatory days.

SECTION 4. The Town shall provide each Officer with a written status report of said Officer's compensatory time during the week of April 1 and the week of October 1 in each calendar year.

ARTICLE XXX - GROUP INSURANCE

SECTION 1. The Town shall continue to provide the following insurance ("medical insurance plans") to all Officers and their dependents:

Upon the ratification and approval of this Collective Bargaining Agreement, the Town shall promptly make application to the State of Connecticut to enroll in the State Partnership Plan 2.0. Effective April 1, 2018, or the first of the month following acceptance of this bargaining unit by the State, whichever comes first, and subject to the conditions set forth below, the Town shall provide group health insurance benefits solely through the Connecticut State Partnership Plan 2.0 (SPP), in lieu of the health benefits described in this Collective Bargaining Agreement.

Dental benefits will not currently be provided through the SPP and will continue as currently provided through the end of this Collective Bargaining Agreement, unless otherwise agreed

to by the Town and the Union. The employees' premium cost share for the dental insurance shall be the same as that for the medical benefits.

The health plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes and other administration provisions, shall be as established by the SPP.

a. Promptly upon execution of this Collective Bargaining Agreement, the Town shall apply to the State to admit this bargaining unit to the SPP. Should the Town's application be accepted, the provisions of the SPP shall be implemented. If the application is rejected, the default insurance plan shall be the previous year's group health insurance plan. However, the Town and the Union shall, within 20 days of such rejection, commence negotiations to determine the group health insurance that shall be provided by the Town, including but not limited to the insurance plan design, funding, premium cost share and/or additional plan options. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

b. The premium rates shall be set by the SPP. The employee percentage share of such premium cost shall be as follows:

- Effective April 1, 2018 or the effective date of the SPP insurance following acceptance of this bargaining unit into the SPP by the State, whichever comes first, through June 30, 2018; 11% based on the SPP quarterly rates in effect at that time.
- July 1, 2018 through June 30, 2019: 11% based on the quarterly rates during that time.
- July 1, 2019 through June 30, 2020: 12% based on the quarterly rates during that time.
- July 1, 2020 through June 30, 2021, 12% based on the quarterly rates during that time.
- July 1, 2021 through June 30, 2022, 13% based on the quarterly rates during that time.

c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event the SPP administrators impose the HEP non-participation or noncompliance penalty, those sums shall be paid 100% by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

d. In the event any of the following occur, the Town or the Union may reopen negotiations as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

ii) If applicable law is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Town, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA or other law that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

e. In any negotiations triggered under subparagraph "d" and/or "a" above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the following factors:

- Trends in health insurance plan design(s) outside of the SPP;
- Trends in premium cost share obligations; and
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

f. In the event SPP is amended or changed by the State, such amendments or changes shall be in full force and effect for the term of this Collective Bargaining Agreement, without the necessity of any action by either the Board or the Union. But, such shall not limit or curtail the Board's rights to leave the Plan as set forth in section d above.

g. Unit members participating under the SPP will have the opportunity to enroll in Flexible Spending Accounts for both medical care and dependent/elder care pursuant to IRC Sections

SECTION 2. The Town shall continue to provide Workers' Compensation Insurance.

SECTION 3. The waiting period for full-time Officers to qualify for group insurance is thirty (30) days. Coverage does not start until the effective date of membership as shown on each policy.

SECTION 4. If an Officer certifies, in writing:

1. That he/she has medical insurance coverage through a source other than the Town;
2. That he/she chooses not to participate in the group health insurance offered herein; and
3. that he/she understands the requirements for becoming reinsured under the group policy offered herein, the Town shall compensate the employee the sum of \$500.00 (five hundred dollars) per month for each month the employee is not covered by the group policy offered herein.

SECTION 5. The Town shall continue to provide the above group insurance to any employee who retires under the Town's Retirement Plan or the Social Security Act with thirteen (13) years of service and is at least fifty-five (55) years of age. The Town will pay seven hundred fifty dollars (\$750) per annum towards the cost of said benefits.

The Town shall pay to the insurance carrier \$3,500 per fiscal year toward retiree health insurance for the life of any retiree (individual only) who has retired under the Town's Retirement Plan or the Social Security Act, has worked at least eighteen (18) or more years for the Town, and whose age plus years of service with the town at date of retirement is equal to or greater than seventy five (75).

SECTION 6. The Town shall provide retiree health insurance benefits to current employees only who retire with 25 years of service. This benefit shall be provided only until the employee reaches age 65. The Town shall pay 85% towards the employee's individual coverage and the employee shall pay the difference to have spousal coverage. After age 65, the Town shall pay a \$4,500 stipend to the employee, plus a 2.0% COLA effective July 1, 2018. The employee must accept insurance coverage from a subsequent employer if it is substantially equivalent in terms of coverage when viewed as a whole. The employee may re-enter the plan if he leaves that subsequent employment, so long as permitted by plan and law. If the employee passes away, spousal coverage shall continue for 200 days.

SECTION 7. An Officer will be provided with life insurance equivalent to his base salary (hourly rate multiplied by 2,080 hours) to the nearest one thousand dollar amount.

SECTION 8. If an Officer dies in the line of duty, the Town will pay the COBRA cost associated with medical insurance for a period of time not to exceed twelve (12) months from the date of death unless the Officer's spouse is eligible to receive other medical

SECTION 7. Upon retirement, death or resignation, an Officer shall be paid for all unused accumulated sick leave at the per diem rate currently in effect.

ARTICLE XXXII - EXTENDED PAID SICK LEAVE

It is Town Policy to protect regular, full time Officers of one or more years' service from economic distress caused by a debilitating illness or catastrophic injury.

Therefore; a regular, full time Officer of two (2) or more year's service who is disabled from performing any work by a non-work related extended illness or injury, and who has no further sick leave allowance, may make application to the First Selectman for supplemental sick leave with pay at the rate of 90% of weekly base pay. Appeal of a decision will be to the Board of Selectman.

Employees with more than two (2) years continuous service will be limited to a maximum of twenty-six (26) weeks of extended sick leave per single disability.

Under provisions of this section, "extended illness or injury" is defined as one which causes, at a minimum, a leave of more than five (5) days duration,, for which a doctor's certification of illness or injury is necessary.

ARTICLE XXXIII - FUNERAL LEAVE

Officers will be allowed five (5) days leave with pay for a death in the immediate family. Immediate family is defined as spouse, mother, father, brother, sister, child, grandparents, in-laws (mother-in-law, father-in-law, brother-in-law, sister-in-law). Full-time employees will also be allowed one (1) day of funeral leave for all other relatives (cousin, aunt, uncle, etc.). Permission to attend the funeral of close acquaintances must be obtained from the First Selectman or his/her designee or department head. If approved, said day shall be taken as a vacation day. Employees must provide the First Selectman or his designee with proof of death.

ARTICLE XXXIV - MATERNITY/PATERNITY LEAVE

The Town will comply with the Federal Family and Medical Leave Act ("FMLA") regarding maternity and paternity leave.

ARTICLE XXXV - LEAVE OF ABSENCE WITHOUT PAY

The First Selectman in his discretion may grant a leave of absence without pay to any employee upon receipt of the employee's written request for a period not to exceed six (6) months. The employee must indicate the reason for the request (to accept another job or extra duty shall not be approved), beginning and expected return, date and other pertinent information prior to the effective date. The First Selectman, or his/her designee, may extend the leave request up to an additional six (6) month period. Before the leave expires, the employee must write the date of expected return, request for extension, if initial leave is under six months, or tender formal resignation. If requested by the employee, the employee shall be reinstated to the position held at

the time the leave was granted or an equivalent position. The denial of any such leave shall not be subject to the grievance procedure.

ARTICLE XXXVI - COURT TIME

SECTION 1. If an Officer is required, while off duty, to attend court or administrative hearings, pursuant to his/her duties as an Oxford Police Officer, that Officer shall be compensated at time and one-half (1-1/2) his/her regular rate with a four (4) hour minimum, including travel to and from the Oxford Police Department. In the event said attendance involves less than four hours, the Officer shall forthwith make himself available for the remainder of said four (4) hours. The Officer shall provide the First Selectman or his designee with proof of the actual time he spent in attendance in either court or an administrative hearing. The Town will provide the Officer with a form which must be signed by an Officer of the Court in order to receive payment.

SECTION 2. Any Officer who attends a court or administrative hearing shall be entitled to use an Oxford Police Cruiser, if available, for travel to and from said court or administrative hearing.

ARTICLE XXXVII - UNION BUSINESS LEAVE

SECTION 1. One member of the negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract, when such meetings take place during such member's duty hours.

SECTION 2. One Union Officer shall be granted leave from duty with full pay for all meetings between the Town (including the Resident Trooper) and the Union for the purposes of processing grievances or for disciplinary matters.

ARTICLE XXXVIII - JURY DUTY

Employees shall be granted leave for required jury duty. Employees shall receive that portion of their regular salary which will, together with their jury pay for fees, equal their total salary for the same period, less required deductions and Union dues or agency fees on portions of their salary paid to them by the Town.

ARTICLE XXXIX - SUBSTANCE ABUSE POLICY

The Town's substance abuse policy is attached to the collective bargaining agreement as Exhibit "1".

ARTICLE XL - TRAINING

SECTION 1. The First Selectman shall encourage training programs to further the competence of employees, to prepare them for advancement and to improve their ability to serve the public. The First Selectman or his designee shall be responsible for the training of police officers covered in this bargaining unit.

SECTION 2. All Oxford Police Officers shall be required to qualify with issued and department approved firearms once annually by a P.O.S.T. certified instructor, or Connecticut State Police Range Officer as determined by the First Selectman or designee.

SECTION 3. Effective with the signing of this Agreement, any employee given training on his/her day off shall receive a minimum of four hours pay at time and one-half his/her regular rate of pay. The Town shall provide all mandated training, certification and re-certification as required.

SECTION 4. In the event any specialized training is offered through the Town of Oxford or through state or federal funding, the Town shall make every effort to provide the training to full-time Oxford Police Officer[s], if approved by the First Selectman or his designee.

ARTICLE XLI - DURATION

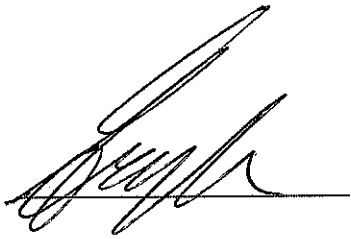
SECTION 1. This contract shall be in full force and effect from the date of signing until June 30, 2022.

ARTICLE XLII - ZIPPER CLAUSE

No past practice shall survive the execution of this Collective Bargaining Agreement and all such practices that have not been memorialized herein are null and void.

IN WITNESS WHEREOF, the parties hereto have set their hands.

TOWN OF OXFORD

A handwritten signature in black ink, appearing to be "D. Smith", written over a horizontal line.

COUNCIL 4 AFSCME, LOCAL 2693

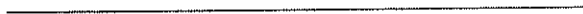
A solid horizontal line intended for a signature.

EXHIBIT "1" - TOWN OF OXFORD SUBSTANCE ABUSE POLICY FOR OXFORD POLICE OFFICERS

Scope and Overview

These policies and guidelines are formulated to protect the safety and Security of the public and police officer of the Town of Oxford.

The Town of Oxford will not tolerate drug abuse or alcohol misuse. Therefore, there are serious consequences in this policy for police officers who use drugs and/or misuse alcohol,

No department member shall consume liquor or other alcoholic beverage or ingest drugs, other than those legally prescribed or obtained over the counter, while on duty. Any department member who is taking a prescribed or over the counter medication, has an obligation to inquire as to any side effects which might impair or otherwise interfere with the performance of his/her official police duties. If there is a risk or impairment, the officer shall disclose such information to his/her immediate supervisor. If any officer is currently taking a prescribed medication, evidence must be submitted in writing from the attending physician within twenty four (24) hours after submission to a drug test. Any such related expenses will be paid by the Town.

Prohibited Behavior

Drugs

This policy prohibits the use and ingestion of drugs by a police officer, on or off duty, unless there are acceptable medical reasons for use. Thresholds for positive results may change from time to time. The prohibited drugs are the following substances or derivatives thereof (herein "drugs"):

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

Because the Town of Oxford is independently authorized to inquire if any drugs are prescribed for medical reasons by a licensed medical practitioner, that practitioner must certify in writing to the current Town of Oxford Drug and Alcohol Program Manager, an individual's fitness for fulfilling his job responsibilities as a police officer.

Alcohol

This policy also prohibits the misuse of alcohol. Misuse is defined as having an Alcohol Concentration of 0.04 or greater (herein "positive for alcohol"). Alcohol Concentration (or breath alcohol concentration) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. This measurement is intended to be equivalent to the percent of blood alcohol commonly used in "driving while intoxicated", and is defined as grams of alcohol per 210 liters of breath. If other alcohol concentration measurement procedures are used (e.g. saliva) this measurement term will be equivalent. Herein BAC will be used to define "alcohol concentration".

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low weight alcohols including methyl and isopropyl alcohol.

Refusal to Submit

"Refusal to Submit" to a test is prohibited. Behavior that constitutes a "Refusal to Submit" includes:

Direct refusal to take a drug or alcohol test

Failure to provide a sufficient quantity of urine within the time limit under then current regulations, or the failure to provide sufficient quantities of breath or other fluids without a valid medical explanation

Tampering with or attempting to adulterate a specimen

Engaging in conduct that obstructs the testing process

Not reporting directly to the collection site after notification

A "Refusal to Submit" is equivalent to a positive test result for that test.

Possession & Consumption

No police officer shall use any controlled substance. The Town of Oxford may require sworn officers to inform the First Selectman or his designee of any therapeutic drug use.

No police officer shall use or be under the influence of alcohol during work hours,

Additional Prohibitions

This policy prohibits a police officer from engaging in the sale, trade or delivery of illegal drugs or controlled substances, on or off duty; said conduct will be cause for discharge. This section shall not apply to illegal drugs or controlled substances which are brought into the Police Department to be logged as evidence by a police officer in the official performance of his/her duties.

Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That Test Results are Attributed to the Correct Individual

Drugs

The actual drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services (DHHS). There are various testing result thresholds of the presence of drugs before they will be reported as a presumed positive to the Medical Review Officer (MRO).

A urine specimen which is identified as positive on an initial test will be confirmed using gas chromatography/mass spectrometry techniques before results are sent by the laboratory to the MRO.

Individuals tested are in direct visual contact with their specimen until the collection process is complete. There are tamperproof seals on the collection containers, initialed by the donor, and the specimens are sealed in tamperproof containers with chain of custody paperwork. There is a rigorous "chain of custody" process that directly follows a specimen from collection to testing. If there are unrecoverable irregularities in this process, there is a "broken chain of custody".

The split specimen collection process provides significant additional security.

Alcohol

After an initial alcohol screening test is completed, a 15 to 20 minute wait is required to reduce the impact of mouth alcohol. The confirming testing process may only be performed on evidential breath testing equipment that utilizes air blanks to assure that ambient conditions are not negatively affecting the testing process. In addition, the alcohol breath testing equipment is periodically checked and calibrated with samples containing known alcohol concentrations. A

police officer is given a copy of positive test results. All test results are affixed with tamper proof tape to the testing forms.

Circumstances for Drug and/or Alcohol Testing

Police officers will be required to submit to approved drug and alcohol tests in certain situations including the circumstances listed below. An individual may not select the source of any laboratory testing, other than the retesting of the split portion of a positive drug test (which will be discussed elsewhere in this policy); it must be performed by a Drug and Alcohol Testing Facility designated by the Town of Oxford.

I. **Pre-employment.** Offers of employment are contingent upon submission to Drug and alcohol tests and achieving negative test results. An applicant who tests positive for Drugs and/or alcohol will be considered medically unqualified to work for the Town of Oxford.

Physical Examinations. There shall be a drug and alcohol test as part of the physical examinations required pursuant to Article XII - Physicals - of the collective bargaining agreement between the Town of Oxford and the Oxford Police Union Local 2693.

Reasonable suspicion. If, based on the observation of at least one supervisor, the Town of Oxford has reasonable suspicion to believe that a police officer is impaired while on duty by drug use and/or alcohol misuse, the police officer shall be required to submit to immediate drug and/or alcohol testing based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the police officer.

A police officer sent out for a reasonable suspicion test will be provided with transportation by the Town to the testing facility and the employee sworn officer will be required to either accept transportation or arrange independent transportation home.

Random. Police officers are subject at any time to random drug and/or alcohol testing while on duty. When notified, the police officer will proceed immediately to the collection site. The probability of being randomly selected in the future is not changed by prior random selections. A police officer may be tested multiple times, or not at all, during any given year.

Return to Duty. A Return to Duty drug and/or alcohol test is required of a police officer who has tested positive after assessment by a Substance Abuse Professional (SAP) and completion of treatment, if any is required, before the police officer is permitted to perform his/her job functions. To pass, an alcohol test must have a result of less than 0.02 alcohol concentration and a drug test must be a verified negative test result. Without a successful test result, that individual is not medically qualified to continue to perform his/her job function.

6. **Follow-up.** Following a resumption of police duties, a police officer will be selected for additional tests beyond the random requirement for a follow-up period that will not exceed sixty (60) months. There is no limit to the frequency of the follow-up tests. Tests may be for both drugs and alcohol.

Drug Collection Procedures

Upon notification, sworn officers will be required to proceed to their assigned collection site without delay and with appropriate identification. A directly observed collection by a same sex collector will be required.

Certain situations may require that a specimen be discarded and a new collection may be initiated. Police officers may only consume fluids in permitted quantities.

Split Specimen Collections

Following approved procedures, urine collections will be based on the current split

specimen requirement which may change from time to time. This requirement provides an additional level of protection for a police officer.

Opportunity for a Re-Test

A request for a re-test will not delay any administrative actions.

After a positive drug and/or alcohol test result, there is no opportunity to have a second collection that negates the first positive test result.

Alcohol

There is no option for an alcohol split specimen collection and therefore there will be no opportunity for an alcohol re-test.

Drugs

If a police officer has a positive drug test, the police officer will have the option to have the split specimen portion retested at any DHHS certified laboratory of his/her choice. This option cannot be selected after 72 hours from the time of notification by the Medical Review Officer ("MRO") unless there is a significant reason acceptable to the MRO as to why the individual was delayed, such as an injury. If this option is selected, the police officer must verbally notify the Drug & Alcohol Testing Facility or the NIRO for the request of the re-test and send written notification to the Drug & Alcohol Testing Facility with a statement that the police officer will accept any other DHHS certified laboratory, or the specified DHHS certified laboratory name, location, address, and telephone number, selected, if any. The police officer must provide a copy to the Town of Oxford's Drug and Alcohol Program Manager.

Testing Procedures

Drug Testing Procedures

A Drug test is sent to a DHHS certified laboratory (see the section: *Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring That Test Results are Attributed to the correct Individual*).

Medical Review Officer

The program will utilize a MRO, a licensed physician (medical doctor or doctor of osteopathy) who has appropriate knowledge and medical training to interpret and evaluate an individual's initial confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO's responsibility will include providing a review of the laboratory's "chain of custody" documentation to ensure that it has properly tracked the handling and storage of the urine specimen.

Before determining that an initial presumed positive test result is a Final positive, a canceled test, or a negative test result, the MRO will rule out alternate medical explanations through reviewing the tested individual's medical records, and will give the individual an opportunity to discuss the test result.

It is the police officer's responsibility to contact the MRO within 24 hours upon a message from the Town of Oxford that the police officer must contact the MRO. Failure of the police officer to contact the MRO within this time frame will result in a Final determination of the result of the presumed positive Drug test without input from the police officer.

Alcohol Testing Procedures

Alcohol testing will be performed in accordance with approved testing equipment and technicians. Breath Alcohol Technicians (BATs) are those individuals who have completed mandatory training on required collection and testing procedures and on the proper operation of equipment and approved alcohol testing procedures. Final confirmation testing will be conducted on an Evidential Breath Testing device (a breath testing device approved by the National Highway Traffic Safety Administration) which is on the "Conforming Products List of Evidential Breath Measurement Devices", or with other devices and procedures as may be authorized.

There are two types of breath tests that are to be administered, *an initial screening test and a confirmation test.*

The Initial Screening Test

The first type of test is an initial screening test that is conducted using an authorized alcohol testing device by approved collection personnel. Any result less than 0.02 BAC is considered a negative test and no further screening is conducted. If the initial screening test is 0.02 BAC or greater, an alcohol confirmation test will be conducted.

The Confirmation Test

If the initial screening test is 0.02 BAC or greater, a confirmation test is performed by a BAT on an EBT following a specified procedure after a specified waiting period. The EBT will have the capability of printing out the test result.

Referral for Evaluation and Treatment

If a police officer has a positive test result for Drugs and/or alcohol he/she must have an evaluation by a Substance Abuse Professional. This assessment will evaluate whether the individual needs assistance resolving problems associated with Drug and/or alcohol misuse. If treatment is prescribed, the police officer must complete the recommended program, before that individual is medically qualified to work as a police officer.

Final Test Result

An alcohol test result is a Final test result after the alcohol Confirmation test.

A positive drug test result is Final after an individual with a positive drug test result either: (1) does not request a Split Specimen Retest within the time frame allowed, or (2) the requested retest reconfirms the positive result.

Records

All drug testing and related medical records and information will be maintained in a confidential manner and their disclosure shall be strictly limited to those with a need to know. Each police officer will have the right to have a copy of his/her Drug test result upon written request.

Consequences for Use of Drugs and Misuse of Alcohol (Termination After Second Positive)

On First Positive.

In all events of positive drug test results (including a refusal to test as defined elsewhere) or alcohol test results with a BAC of 0.04 or greater (or a refusal to test), the police officer will have the following consequences. A request for a re-test for positive drug test results will not delay the consequences.

Not be permitted to return to work.

Be referred to a Substance Abuse Professional.

Be required to enter (allowed to use accumulated sick time and vacation time for treatment) and successfully complete an Employee Assistance Program (EAP). Said leave will be counted as a Family and Medical Leave of Absence (FMLA) if the police officer is eligible for FMLA.

Be required to pass a return to duty test (or tests if both a Drug and an alcohol test are required by the Substance Abuse Professional) before work activities are resumed.

Be placed in a follow-up testing program until completed after a confirmed positive drug or alcohol test.

On A Second Positive Result

On a second positive Alcohol Test Result or a second positive Drug Test Result, the police officer will be terminated.

Other Consequences as a Result of This Policy

As independently authorized, a police officer sent out for a reasonable suspicion test will be required to accept Town of Oxford arranged transportation, or arrange for independent transportation home. Refusal to accept independent transportation may result in immediate dismissal.

Financial Issues for the Police Officer

The Town of Oxford will be responsible for the expense of the first return to duty Drug and/or alcohol test after a first positive test result.

The cost of all follow-up tests (not covered by the police officer's insurance) will be covered by the Town of Oxford. This follow up testing program will continue for up to sixty (60) months.

If the police officer requests a retest of the split portion of the Drug test urine collection, it will be covered by the Town of Oxford, if not covered by the police officer's insurance. Costs of the treatment program and any other services (other than the costs that the Town is willing to pay as set forth herein) are to be borne by the police officer.

MEMORANDUM OF AGREEMENT

The Town of Oxford (the "Town") and Local 2693 of the Connecticut Council of Police Union #15 (the "Union") hereby agree to the following:

If Corporal James Burr remains a Corporal during the contract dated July 1, 2005 to June 30, 2009, he will receive a general wage increases as follows: Effective and retroactive to 7/1/2005, 3.0%; effective 7/1/2006, 3.25%; effective 7/1/2007, 3.25%, effective 7/1/2008, 3.25%.

If Officer David Ives remains an officer during the contract dated July 1, 2005 to June 30, 2009, Officer David Ives will receive a general wage increases as follows: effective and retroactive to 7/1/2005, 3.0%; effective 7/1/2006, 3.25%; effective 7/1/2007, 3.25%, effective 7/1/2008, 3.25%.

The Union understands that Article XXI, Section 7 of the parties' collective bargaining agreement provides that the rate of pay for the position of Corporal shall be 5% higher than the Step 4 rate; however, the Town is willing to pay Corporal James Burr in accordance with Paragraph 1 of this Agreement.

The Union understands and agrees that if the position of Corporal becomes vacant or if another officer is promoted to the position of Corporal, the rate of pay associated with said position shall be as specified in Article XXI, Section 7 of the parties' collective bargaining agreement.

This Agreement shall not be interpreted, construed as, or used as precedent setting regarding the Town's willingness to pay Corporal James Burr and Officer David Ives in excess of what is contractually required pursuant of Article XXI, Section 7 of the parties' collective bargaining agreement.