

GENERAL ORDER

G.O. 3-221

SUBJECT: BENEFITS



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ADMIN: Signature On Issue
SIGNATURE:
INDEX: COMPENSATION, EXTRA-DUTY JOBS, OFF-DUTY EMPLOYMENT, SALARY AND FRINGE BENEFITS, WORKING CONDITIONS

I. PURPOSE AND RESPONSIBILITY:

- A. Purpose: To set the policy and to describe the compensation, benefits, and conditions of work established for the employees of the Monroe Police Department.
- B. Responsibility:
 - 1. It will be the responsibility of the Chief of Police to act in an advisory capacity to the Board of Police Commissioners concerning matters of compensation and benefits.
 - 2. It will be the responsibility of the Chief of Police to appoint a liaison to assist the employee's family in receiving benefit coverage should the employee be incapacitated or deceased.
 - 3. It will be the responsibility of the Captain, Commanders and Supervisors to

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report, in writing, to the Chief of Police any subordinate who, in their opinion, is no longer capable to fulfill duties due to physical or mental impairment.

4. It will be the responsibility of the Chief of Police to determine if an employee's health is questionable enough to require the employee to submit to a physical examination by a physician of the Town's choice, at the Town's expense.

II. **DISCUSSION:**

- A. This general order deals with the fact that the nature of work performed by law enforcement agencies requires that special attention be given to compensation. Special attention should also be given to benefits offered to employees if agencies are to compete successfully in the labor market and retain competent personnel. The Chief of Police should retain certain management prerogatives in regard to compensation and benefits of subordinate employees. The Chief of Police should also have a role in the development and review of applicable policies and programs relative to compensation, benefits, and conditions of work.

III. **DEFINITIONS:**

- A. **COMPENSATION PROGRAM:** A description of the complete salary plan of the agency, including the basic salary levels for all classes of positions and all forms of compensation provided by the agency.
- B. **SALARY AUGMENTATION:** Pay that is added to the base salary of the employee. Such augmentation may be considered as premium pay, merit pay, differential pay or temporary increase because of a temporary assignment to a position with a higher base salary.
- C. **SALARY SEPARATION:** A difference between salary of one rank and the next highest rank, or between that provided for one classification of work and any other.
- D. **CONTRACT:** Is synonymous with the Agreement between the Town of Monroe and AFL-CIO Council #4 and/or Local #136 of IFPTE for non-sworn employees.

IV. **POLICY:**

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- A. It will be the policy of the Monroe Police Department that all compensation, benefits, and working conditions for the bargaining unit members of this Department will be clearly stated in an agreement between the Town and the union representing the bargaining unit.

- B. It will be the policy of the Monroe Police Department that all bargaining unit employees of this Department will receive time and a half pay for all hours worked in excess of the eight and 1/4 hours per day.

V. **DESCRIPTION:**

- A. SALARY PROGRAM: The salary program for this Department takes into account the employment standards of this Department, the skill needs of this Department, and the salary levels offered by other area employers. The salary program provides recognition of superior performance and provides sufficient differential between ranks to provide incentive for promotion and to recognize more complex levels of responsibility. The salary program includes:
 - 1. Entry level salary;
 - 2. Salary differential within ranks;
 - 3. Salary differential between ranks;
 - 4. Compensatory time policy (refer to the contract, Article IX, Section 9.08) ;
 - 5. Overtime policy (refer to the contract Article IX, Sections 9.01,9.02,9.03,9.04,9.05,9.06, 9.07, 9.08, and 9.09; and
 - 6. Provisions of salary augmentation: The conditions under which different kinds of salary augmentation would be provided to members of this Department are as follows:
 - a. Overtime;
 - b. Minimum pay;
 - c. Permanent reassignment;

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- d. Temporary reassignment;
- e. Longevity pay;
- g. Acting Commander or Supervisor;
- h. Standby time; and
- i. Educational incentive payments.

B. BENEFITS:

1. LEAVE PROGRAM: Each one of the following leave programs are described in the respective contract:
 - a. Administrative Leave Program
 1. Periods of bereavement;
 2. Union leave; and
 3. Leave without pay.
 - b. Holiday Leave Program: All eligible employees shall receive twelve (12) paid holidays in each fiscal year. Refer to Article XII of the contract
 - c. Sick Leave Program: Each regular employee of this Department shall receive full pay for sick time as provided in their respective contracts.
 - d. Vacation Leave Program: Employees of this Department shall receive annual vacation at their basic rate of pay based upon length of service as of the employee's anniversary date of employment each year. Vacation leave is described in the respective contract.
2. RETIREMENT PROGRAM: Officers of this Department shall participate in the Connecticut Municipal Employee's Retirement Fund B and non-sworn

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employees shall participate in the Town of Monroe Retirement Income Plan.

3. **HEALTH INSURANCE PROGRAM:** Employees of this Department and their enrolled dependents shall be provided medical insurance as described in their respective contract.
4. **DISABILITY AND DEATH BENEFITS PROGRAM:** Employees of this Department shall be provided disability and death benefits as described in their respective contract.
5. **PERSONNEL SUPPORT SERVICES:**
 - a. Any employee of this Department who wishes to file for benefits provided by the Department will direct any request through the Chief of Police. When the employee's request requires the filling out of forms and submission of documentation, the employee may be referred by the Chief to the Director of Human Resources, who is responsible for administering all benefits.
 - b. In the event of an employee's death or a disability or injury that renders the employee unable to take care of his or her affairs, the Chief of Police will appoint a Department employee as a liaison to assist the employee's family in obtaining any benefits to which the employee or the family are entitled to.
 - c. Disputes regarding employee contractual benefits that are not settled through the Director of Human Resources of the Town of Monroe, the benefit carrier, and the employee Union representative, will be settled by following the grievance procedures described in the respective contract.
6. **LIABILITY PROTECTION PLAN:** Section 7-101a of the Connecticut General Statutes describes the protection of municipal officers and full-time municipal employees from damage suits. This protection includes reimbursement for defense expenses and the provision of liability insurance.
7. **UNIFORM AND EQUIPMENT PROVISION:** All sworn personnel are required to wear a uniform. The only exception are those officers assigned to the

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Detective Division or at the direction of the Chief of Police. All officers are issued basic equipment. Ranking officers and officers assigned to the Detective Division are issued additional equipment. Refer to General Order 5-415, Uniforms; paragraph V, subparagraph M. This same general order, paragraph I, subparagraph B specifies that the Captain, as the Department Quartermaster, shall issue all uniforms and equipment provided by the Department.

8. **EDUCATIONAL BENEFITS:**

Tuition Refund: Employees will be reimbursed for the tuition cost of courses taken in systematized educational programs when these courses are completed in a manner described in the respective contract.

C. **CONDITIONS OF WORK:**

1. **PHYSICAL EXAMINATIONS:** Physical examinations required by the Department will be provided at no cost to the employee:

- a. All pre-employment medical examinations will be conducted by Town appointed physicians and at the Town's expense.
- b. The Police Department encourages its officers to obtain physical examinations on a regular basis. Periodic physical examinations are a benefit to both the employee and the Department.
- c. The Department reserves the right to require employees to submit to a physical examination by a Town appointed physician at the Town's expense.
- d. The Chief of Police may require an employee to present a note from a physician for any sick time taken for four or more consecutive days.

2. **HIV, AIDS, TUBERCULOSIS, AND HEPATITIS:**

- a. All employees shall adhere to Connecticut General Statutes 19a-582,

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19a-583, and 19a-585 which concerns the confidentiality of AIDS and HIV related information and the disclosure of such information after a line-of-duty exposure.

- b. All personnel who are exposed to blood or other potentially infectious body fluids or airborne pathogens are offered the HEPATITIS B vaccination series at no cost to the employee. Arrangements will be made with the Town's physician to administer the vaccine which is given in a series of three shots (the second and third are given 1 month and 6 months after the first). Refer to G.O. 5-461, Section M. Tuberculosis testing is also made available as needed.

3. GENERAL HEALTH AND FITNESS:

- a. All sworn officers are required to maintain a level of fitness which will permit them to effectively carry out their duties.
- b. On an annual basis, the Town offers to all employees flu immunization.
- c. All commanders and supervisors of this Department will monitor their subordinates' work, attendance record, and any other sign that may indicate a health problem. If a problem appears to exist, the employee may be required to submit to an examination by a physician of the Town's choice, at the Town's expense.

4. EMPLOYEE ASSISTANCE PROGRAM: The Monroe Police Department will provide and/or arrange for a Departmental Employee Assistance Program for all employees. The services will be provided upon request, and will be conducted on a strict confidential basis. The employee should contact the town's Human Resources Director at the Monroe Town Hall or Behavioral Health Consultants LLC directly at 203 407-1029 or 1 800 864-2742. Behavioral Health Consultants LLC is the Town of Monroe Employee Assistance Provider. Behavioral Health Consultants LLC can be located on the internet at www.bhcservices.com.

5. OFF-DUTY EMPLOYMENT: The following procedures will be adhered to when a Department employee seeks outside employment:

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- a. Permission: Department employees may not engage in outside employment which might hinder the objective and impartial performance of the employee's public duties or hinder or impair the employee's efficiency on the job. Department employees seeking outside employment shall make written application to the Chief of Police. The Chief's written permission shall not be unreasonably withheld. The written permission shall have a description of the work and the number of hours of outside work permitted per day and per week.
 - b. Waiver of Responsibility: The Department employee seeking permission for outside employment shall execute a waiver of responsibility of the Town for liability, expense, or costs because of injury or illness incurred by reason of the outside employment. The employee shall also waive any claim for wages or benefits during any absence caused by injury or illness attributable to the outside employment.
 - c. Revocation: The Chief of Police shall review each off duty employment on a case by case basis and may revoke such employment approval if it is determined to be demeaning, hazardous, or not within the scope of a law enforcement officer.
6. **EXTRA-DUTY EMPLOYMENT:** The following procedures will be adhered to when a sworn Department employee works an extra-duty assignment:
- a. Extra-duty Assignments: Officers will only work those extra-duty jobs that are assigned by the Support Services Division (SSD) personnel or a supervisor of this Department;
 - b. Extra-duty Behavior: Officers working extra-duty jobs are considered "on-duty". All Department policies, procedures, and rules and regulations are in force and shall be adhered to during extra-duty assignments:
 1. Authority: As per state statutes and Department policy, officers of this Department have the same authority on extra-duty jobs as they have on-duty. Refer to General Order 1-011, Role and

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- Authority; paragraph V, subparagraph D, sections 1 through 5.
2. Responsibility: Officers working extra-duty are responsible to this Department first and the extra-duty employer second.
 3. Jurisdiction: Extra-duty assignments shall only be within the municipal limits of Monroe, CT. unless an agreement with another municipality exists.
 4. Callback: Officers subject to call back are assigned for the duration of the designated minimum time period.
 5. Limitations of Hours: No officer may be required or opt to work more than sixteen and one half (16½) consecutive hours and such officer shall be off-duty for a minimum of seven (7) hours before working an additional duty assignment. No officers may be required to work more than two sixteen and 1/2 (16 1/2) hour shifts, with a midnight shift at either end, per week.
 6. In the event that an employee is unable to work or complete his or her regularly scheduled shift due to illness, said employee shall not be eligible to work assignments for that calendar day. Exception would be the (C) shift shall not be eligible until the (B) shift the following calendar day.
 7. Department Uniforms, Weapons, and Property: As stated in subsection b, officers given extra-duty assignments are considered "on-duty" and, therefore, must comply with all Department policies, procedures, and rules and regulations, including those referring to Department uniforms, weapons, and property. Refer to General Order 5-415, Uniforms.
 8. Liability, Compensation, and Indemnification: As stated in subsection b of this paragraph, sworn personnel given extra-duty assignments are considered "on-duty" and, therefore, are covered by this Department in regards to liability, compensation, and indemnification. This Department bills the extra-duty employer a surcharge to compensate for the additional cost.

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- c. Approval, Review, and Revocation Process: The Chief of Police shall have the final approval of any extra-duty job. The Chief of Police or Captain shall review each job on a case by case basis and may revoke the job if it is determined to be demeaning, hazardous, or not within the scope of a law enforcement officer. The following are procedures for the extra-duty approval, review, and revocation process:
 1. Description of Process: Calls for extra-duty employment of officers are normally handled through the Support Services Division. SSD personnel will advise the prospective extra-duty employer of the contractual costs of an officer and the Department surcharge. The prospective extra-duty employer will be required to give a description of what duties would be required of the extra-duty officer. The officer would only perform law enforcement related duties.
 2. Prohibited Extra-duty Jobs: The following, but not limited to, are types of jobs that are prohibited as extra-duty employment for officers of this Department:
 - a. Store Detective;
 - b. Security Agent;
 - c. Sales Agent;
 - d. Ticket Collector;
 - e. Any duty deemed inappropriate by the Chief of Police.
 3. Extra-duty Agreement: A verbal agreement over the telephone is sufficient for a prospective extra-duty employer as to the acknowledgment of contractual payments and surcharges and established restrictions on the use of officers. The officer conducting the telephone advisement should record the name and position or title of the person representing the prospective

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extra-duty employer.

- d. Extra-duty Coordination and Administration: The Support Services Division is designated the point of coordination and administration for extra-duty processes. The on duty supervisor is responsible for the supervision of extra-duty officers.
- e. Documentation:
 - 1. Extra-duty Slip: The extra-duty slip made out by the officer and completed by a representative of the extra-duty employer will contain the following information and signatures:
 - a. Date, time to start, and location of extra-duty assignment;
 - b. Description of the requested extra-duty activity;
 - c. Authorization signature;
 - d. Extra-duty employee/representative completion signature;
 - e. Time finished.
 - 2. Extra-duty Incident Investigation and Documentation: The SSD Commander is charged with the responsibility of causing an investigation and the documentation of any claimed injury to an officer or other person or any citizen complaint as a result of the extra-duty assignment.
 - 3. Liability and Indemnification: The SSD Commander is charged with the responsibility of causing the insurance documentation for an injury that occurs as a result of the extra-duty assignment.

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HISTORICAL CHANGES TO POLICY

Aug. 24, 2015 – Page 7, Section VC4, Ammended by replacing Woodfield Family Services with Behavioral Health Consultants LLC as the towns EAP provider.

April 5, 2016 – Page 2, Section III-D, all references to Council #15 were changed to read Council #4.

Feb 14, 2017 - Page 9, Section V-C6b6 was added as new.

May 26, 2017- Page 9, Number 3 , "unless an agreement with another municipality exists" was added to sentence.