

AGREEMENT

BETWEEN THE

THE TOWN OF STONINGTON

-AND-

**CONNECTICUT ORGANIZATION FOR PUBLIC SAFETY EMPLOYEES/
CONNECTICUT ORGANIZATION FOR GOVERNMENT EMPLOYEES
(C.O.P.S. LOCAL 137)**

FOR THE CONTRACT PERIOD OF

JULY 1, 2016 – JUNE 30, 2019

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PREAMBLE

The parties of this agreement are the TOWN OF STONINGTON (Employer) or (Town) and the CONNECTICUT ORGANIZATION FOR PUBLIC SAFETY EMPLOYEES/CONNECTICUT ORGANIZATION FOR GOVERNMENT EMPLOYEES (C.O.P.S. LOCAL 137).

ARTICLE I - RECOGNITION AND COVERAGE

- 1.1 Recognition. The Employer recognizes the Union as the sole and exclusive collective bargaining agency for those employees within the meaning and purposes set forth in the Certification of Representative Recognition Agreement pursuant to the Connecticut State Board of Labor Relations Case No. ME-25,117.
- 1.2 Coverage. For the purposes of this Agreement the municipal Employer and the Union mutually agree that the following groups or classifications of employees constitute a unit appropriate for the purposes of collective bargaining with respect to wages, hours and other conditions of employment within the meaning of Sec. 7-471(3) of the Municipal Employee Relations Act:

All regular full-time police officers, sergeants, and lieutenants in the Town of Stonington Police Department, excluding all other employees, office clerical employees, captains, the deputy chief, chief and other supervisory employees and police reserve units.

ARTICLE II - UNION SECURITY AND PAYROLL DEDUCTION

- 2.1 All employees in the bargaining unit shall, as a condition of continued employment, join the Union or pay a service fee to the Union. The service fee shall be equal to the amount uniformly required of members for the proportionate cost of collective bargaining, contract administration and grievance adjustment in accordance with the law.
- 2.2 Each employee will be offered an opportunity to join the Union or pay the agency fee. The Employer shall, through payroll deduction, deduct whichever fee is authorized by the employee. Each employee who elects to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues of the Union. Such authorization shall be delivered to the Employer and shall continue in effect until revoked by the employee by written notice of revocation to the Employer and the Union. Any employee who revokes authorization for Union dues deductions shall be required to pay the agency fee.
- 2.3 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Employer agrees to deduct from the employee's pay each payroll period such dues and/or service fees as determined by the Union.
- 2.4 The Employer agrees to deduct from the wages of each employee, in accordance with Section 2.2, the Union dues or agency fee in the amount designated in writing by the local

union financial secretary on or before the first day of the following month. Monthly remittances shall be accompanied by an itemized statement showing the name of each Union member and the amount checked off with a copy given to the local union financial secretary. An employee who has worked at least five (5) days in the current month and who quits is laid off or is discharged for cause shall have the current month's dues deducted from his final pay.

- 2.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability and the cost of administrative or other hearings or proceedings that shall or may arise out of, or by reason of, any action taken by the Employer for the purposes of complying with the provisions of this Article, including reasonable attorney's fees and costs.

ARTICLE III - MANAGEMENT RIGHTS

- 3.1 The Employer shall not be limited in any way in the exercise of the functions of management and shall have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items:
- A. the operation and direction of the Police Department;
 - B. the determination of the level of services to be provided;
 - C. the direction, control, evaluation and supervision of officers;
 - D. the increase, change or discontinuation of operations in whole or in part;
 - E. the institution of technological changes;
 - F. the revising of processes, systems or equipment;
 - G. the alteration, addition, or elimination of existing methods, equipment, or facilities;
 - H. the determination of the location, organization, number and training of personnel of the Police Department;
 - I. the assignment to duty stations;
 - J. the management of its operation; direct, select, decrease and increase the work force;
 - K. the hiring, promotion, demotion, transfer, suspension, discipline, discharge or lay-off of the work force;
 - L. the scheduling of operations;
 - M. the decisions concerning outside purchases of product and services;

- N. the maintenance, discipline and efficiency of employees; to prescribe rules to that effect;
- O. the establishment and change of standards and quality standards;
- P. the determination of the qualifications of employees;
- Q. the efficient running of the department;
- R. the determination and interpretation of job descriptions;
- S. the scheduling, establishment, change and enforcement of schedules and shifts;
- T. the assignment of overtime;
- U. the making, amendment, and enforcement, following reasonable notice of such rules, regulations, operating and administrative procedures from time to time as the Employer deems necessary; provided, however, that no specific provision in this Agreement is violated.

During an emergency, the Employer shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

ARTICLE IV - CIVIL RIGHTS

- 4.1 Neither the Employer nor the Union shall discriminate against an employee because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, political affiliation or union membership or because the employee is a veteran.

ARTICLE V - HOURS OF WORK

- 5.1 A. All employees assigned to the Patrol Division shall work four (4) consecutive work days, eight (8) hours per day, followed by two (2) consecutive days off. This schedule, hereinafter referred to as the "4-2 SCHEDULE", shall apply only to the Patrol Division. There shall be no deviation from the 4-2 SCHEDULE except as provided in this Agreement.
- B. Employees assigned to the classification of Lieutenant shall work a 5-2 work schedule in accordance with the terms of provision Section 5.1(C).
- C. Lieutenants shall work a 5-2 work schedule.
Day shift: 0700-1500. Sunday through Thursday with Friday and Saturday off.
Evening Shift: 1500-2300. Tuesday through Saturday with Sunday and Monday off.

The regular days and/or hours of work may be changed by mutual agreement of the Lieutenant and the Employer. Provided there are two (2) or more Lieutenants

scheduled to work, they shall rotate their scheduled shift every eight (8) weeks. If there is only one Lieutenant working he shall rotate evenings and day shift every eight weeks.

- D. The regulations will be revised to place Lieutenants in the chain-of-command. Lieutenants will have operational and administrative responsibility. They will function as the squad supervisor if they are the only supervisor working. Only one Lieutenant may be on vacation at any time.

Lieutenants may request a day off on Thanksgiving and Christmas, outside of Section 10.4, as long as no more than two supervisors, including the Lieutenants, are on vacation those days.

- E. All other employees shall work forty (40) hours per week, eight (8) hours per day.

- 5.2
 - A. The 4-2 SCHEDULE shall also apply to all employees, regularly assigned to the Patrol Division, attending in-service training for a period of less than one (1) full calendar week. Days assigned to training shall be considered work days.
 - B. The 4-2 SCHEDULE shall not apply to employees, attending in-service training for a period of one (1) or more full calendar weeks; provided, however, that said employees shall receive two (2) days off during any such calendar week. Employees who would have been scheduled to receive three (3) days off during any such calendar week shall receive an alternate day off within the twenty-eight (28) day work cycle in lieu of overtime pay. The scheduling of the compensatory day off shall be by mutual agreement of the parties; provided, however, the scheduling shall be within the twenty-eight (28) day work cycle and shall not result in overtime costs to the Town as a result of the scheduling of the day off.
 - C. The 4-2 SCHEDULE shall not apply to employees attending recruit training at the Police Officer Standards Training Council or Officers assigned to educational instruction within the school system. The work schedule for employees attending recruit training at the Police Officer Standards Training Council shall be the same as the academy's training schedule.
- 5.3
 - A. The 4-2 SCHEDULE shall also apply to all employees, regularly assigned to Patrol Division, temporarily assigned to Detective Division for a period of less than one (1) full calendar week. Days assigned to the Detective Division shall be considered work days.
 - B. The 4-2 SCHEDULE shall not apply to employees, regularly assigned to Patrol Division, that are temporarily assigned to Detective Division for one (1) or more full calendar weeks.
- 5.4 Any employee may substitute for another employee upon written request to the Squad Commander(s) whose shift(s) is affected and approval of the chief; provided such request is made no less than forty-eight (48) hours prior to the proposed substitution, and such

substitution imposes no additional cost to the Town, and this clause is not in conflict with any law governing the payment of overtime to members of the bargaining unit. No substitution shall be unreasonably denied.

- 5.5 Any employee assigned to the Patrol Division who substitutes for another employee for a full schedule period of eight (8) weeks shall continue the 4-2 SCHEDULE at the end of said period without deviation. Exemption from the 4-2 SCHEDULE for the purpose of implementing substitutions as set forth in Section 4 of this Article shall only be allowed to put said substitution into effect.
- 5.6 The eight (8) week work schedule shall be completed and posted on the station bulletin board a minimum of six (6) weeks prior to its effective date.
- 5.7 Notwithstanding the provisions of Section 5.8, the work schedule(s) of employee(s) may deviate from the 4-2 SCHEDULE at shift changes, provided the change is voluntary by senior solicitation and such deviation does not result in any officer working more than four (4) consecutive work days or having fewer than one (1) consecutive day off, and provided such change does not result in the employee(s) being scheduled for fewer days off during the shift cycle.
- 5.8 The work schedule of an employee may deviate from the 4-2 SCHEDULE at shift changes provided all of the following requirements are met:
 1. Such deviation only occurs at the shift change.
 2. Prior approval of such deviation is sanctioned by the Chief or his delegate.
 3. Approval of such deviation by the Chief or his delegate is based on public safety concerns as such concerns relate to coverage of beats on any given shift within the Town. Said deviation shall not be implemented to meet staffing levels which are adversely affected because an officer(s) is on vacation, ill or injured.
 4. Such deviation shall not result in any officer working more than four (4) consecutive work days or having fewer than two (2) consecutive days off.
 5. The minimum number of employees are affected by such deviation.
 6. The employee with the least seniority will be the individual affected to bring about the required changes to meet minimum staffing levels; or
 7. The probationary officer is participating in the Field Training Officer (FTO) program.
- 5.9 Where the operational needs of the Employer require, the Employer may request volunteers to fill an alternate shift on a day normally scheduled (worked) by the employee.

- 5.10 For FTO training needs, probationary employees shall work shifts determined by the Employer provided there is no deviation from the 4-2 SCHEDULE.
- 5.11 In the event that an employee is required to work a shift less than seven hours from his/her previous shift said employee will be paid at a rate of time and one half (1 1/2) for all hours prior to the seven hour minimum between shifts. This provision which shall apply to patrolman only, shall not apply when an employee changes squads at the beginning of a new eight week shift assignment, to training or court, nor shall it apply to employees assigned to the floater shift.

ARTICLE VI - OVERTIME COMPENSATION

- 6.1 All employees covered by this Agreement who are required to perform work in excess of their normal work day or work week as agreed in Article 5, shall be paid at the rate of time-and-one-half (1 1/2) their regular hourly rate of pay. Without changing this Agreement's existing overtime practices, the employer shall be entitled to utilize the 7K exemption.
- 6.2 Scheduled overtime will be available on a fair and equitable basis.
- 6.3 Overtime and outside duty assignments shall be distributed on the basis described below:
 - A. Overtime will be available on a fair and equitable basis and shall be distributed as equally as possible during the fiscal year. Overtime assignments shall be logged into the overtime roster recording the number of hours worked/refused. Employees desiring overtime consideration shall make their wishes known by signing an overtime availability sheet. All scheduled overtime, other than training overtime, shall be logged into the overtime log book. This includes all overtime scheduled when using the overtime log book, and overtime that is scheduled when not using the overtime log book. Scheduled overtime, as applied to this section, shall be overtime that is two hours or more and is scheduled more than eight (8) hours prior to the assignment.
 - B. The individual assigned by the Chief to schedule regular overtime shall utilize a roster, first of regular personnel by seniority, and next, reserves by time of service with the Stonington Police Reserves.
 - (1) Assignment shall take place by offering the assignment to the next, most senior eligible regular officer on the roster. If the regular officer refuses the assignment, he shall be charged as if he had accepted the assignment. An officer will not be charged if he cannot be contacted; however, the officer assigned by the Chief to schedule overtime assignments shall then contact the next officer on the roster and when an additional assignment becomes available, the officer who was unable to be contacted shall be offered the next assignment.
 - (2) In the case of regular officers, the roster shall be utilized for four (4) consecutive "rounds" prior to moving down the list to reserve officers.

Should all regular officers and reserve officers refuse an assignment (excluding private duty) during the periods that said assignments are offered, the assignment not filled by voluntary overtime will be assigned as follows:

- (a) The least senior patrol officer available shall be ordered to work up to four (4) assignments during an eight (8) week cycle.
- (b) If the least senior patrol officer available refuses a fifth assignment during the eight (8) week cycle, subsequent assignments shall be filled by ordering the next least senior patrol officer available to work (up to four (4) times during and eight (8) week cycle), and subsequent assignments shall be filled by continuing through the seniority list in inverse order. Once the seniority list is exhausted, assignment shall begin with the least senior officer and repeat the process.
- (c) A list of all officers by inverse seniority shall be kept and will indicate those ordered to work and, prior to going onto a second list, the officer assigned by the Chief of Police to assume responsibility for the list shall make every reasonable effort to insure that all officers shall have been treated in a fashion consistent with this provision. A new inverse seniority roster shall be applied to each eight (8) week cycle.
- (d) When the roster is utilized for reserve officers, if no reserve is available for an assignment, the assignment shall be offered to the regular officers in order of seniority. If all regular officers refuse the assignment or are unable to be contacted, the assignment will be ordered in accordance with paragraphs 4, subparagraphs A, B and C above.

- 6.4 Time spent by employees who are required to participate in service training programs, or other meetings, on their off-duty time shall be paid for such time spent at the employees overtime rate of time-and-one-half (1 ½). Employees will be paid a minimum of two (2) hours or for the actual number of hours worked, whichever is greater. Furthermore, employees who participate in LEC training shall be compensated at an overtime rate equal to one and one half times (1 ½) the patrol rate of pay.
- 6.5 In the event that an employee is recalled in on his/her off duty time, provided it is not contiguous to their regular work shift or covered under Section 6.4 of this contract, he/she shall be compensated at the overtime rate for a minimum of four (4) hours or the actual number of hours worked, whichever is greater.
- 6.6 Court appearance. For the purpose of this Article court time shall be defined as that time an employee spends in court, with court officials, or driving to and from court, provided such time is other than when the officer is on regular duty.

Every employee appearing in court, whether civil, criminal or juvenile, or any hearing to which he is subpoenaed concerning any matter arising out of or within the scope of the

officer's employment, shall be paid at straight time for his court time during regularly scheduled duty hours with a minimum of four (4) hours at time-and-one-half (1 1/2) for court time outside of regularly scheduled duty hours, that are not contiguous, plus legitimate mileage expenses and a meal allowance of ten dollars (\$10.00) if court time is greater than six (6) hours, subject to the approval of the Chief of Police.

- 6.7 In the event that an assignment is cancelled less than two hours before the assignment was scheduled to begin, the officer will be paid two (2) hours at 1 ½ times the officers regular rate.
- 6.8 Overtime for employees attending POST C Academy Basic Training Course (ABTC) shall be time and one-half (1 1/2) of their regular hourly rate as established in Article VII of this Agreement for any hours worked in excess of 171 hours in any 28 day pay period. Employees must record all hours actually worked each week and submit their time records to the training lieutenant and/or his designee for review and processing. Hours actually worked do not include, for example, meals, classes mandated by neither the Academy nor Department, or voluntary activities such as family night or graduation programs. The Employer shall be entitled to fully utilize the 7K exemption, 29 CFR Part 5532.

ARTICLE VII - PAY SCALE

- 7.0 A. Effective and retroactive to July 1, 2016, the salary schedule in effect June 30, 2016, shall be increased by two and six tenths percent (2.6%).

	Starting	Beginning of 2 nd Year	Beginning of 3 rd Year	Beginning of 4 th Year	Beginning of 5 th Year	Beginning of 11 th Yr.
Patrolman	\$56,471.56	\$62,530.89	\$65,876.84	\$69,552.55	\$73,233.15	\$73,965.47
Sergeant	\$80,912.21					\$81,721.33
Lieutenant	\$89,875.35					\$90,774.11

*When members of the detective division work overtime patrol assignments, they shall be paid based on the calculation of the overtime rate of a patrolman. Detective sergeants working patrol assignments will be compensated at the same rate as a patrol sergeant.

For assignment to the detective unit a non-cumulative stipend of \$42.31 per week/\$2,200.00 per annum.

- B. Effective July 1, 2017, there shall be an across-the-board wage adjustment of two and six tenths percent (2.6%) for all employees in all labor classifications.

	Starting	Beginning of 2 nd Year	Beginning of 3 rd Year	Beginning of 4 th Year	Beginning of 5 th Year	Beginning of 11 th Yr.
Patrolman	\$57,939.82	\$64,156.69	\$67,589.64	\$71,360.92	\$75,137.21	\$75,888.57
Sergeant	\$83,015.93					\$83,846.08
Lieutenant	\$92,212.11					\$93,134.24

C. Effective July 1, 2018, there shall be an across-the-board wage adjustment of two and six tenths percent (2.6%) for all employees in all labor classifications.

	Starting	Beginning of 2 nd Year	Beginning of 3 rd Year	Beginning of 4 th Year	Beginning of 5 th Year	Beginning of 11 th Yr.
Patrolman	\$59,446.26	\$65,824.76	\$69,346.97	\$73,216.30	\$77,090.78	\$77,861.67
Sergeant	\$85,174.34					\$86,026.08
Lieutenant	\$94,609.62					\$95,555.73

D. All FTO's will receive \$15.00/day while actively training employees.

E. Starting police officer recruits attending the Connecticut Police Academy will receive a starting salary of \$50,000 per year. Upon graduating the Academy, officers will receive a pay upgrade to reflect a "starting" patrolman salary adjustment.

- 7.1 Officers covered under this agreement shall be paid base hourly rates in accordance with Section 7.0A of this Agreement. Notwithstanding the foregoing, new employees may be hired at a higher step based on credit for police experience in public organizations at the discretion of the Chief. The employee shall advance through the remaining steps pursuant to Section 7.0, until the maximum step is reached.

ARTICLE VIII – HOLIDAYS

- 8.1 The following days shall be considered holidays:

New Years Day	Martin Luther King Day
Independence Day	Lincoln's Birthday
Labor Day	Washington's Birthday
Columbus Day	Good Friday
Veterans Day	Memorial Day
Thanksgiving Day	Day Following Thanksgiving
Christmas Day	

- 8.2 Holidays enumerated in this Article shall be paid to employees in a lump sum on the first payday of each subsequent November at a rate of eight (8) hours per day, effective 07/01/2011.
- 8.3 Employees assigned full time to the Detective Division shall have the holidays listed in Section 8.1 above off, provided the employee utilizes compensatory time (vacation time, A day, etc.), except where the operational needs of the department require otherwise.
- 8.4 Employees ordered to work on a holiday shall be paid double their normal hourly rate provided they are ordered in within 72 hours of the beginning of the shift.
- 8.5 Employees who separate or are separated from employment shall receive holiday pay on a pro-rata basis through the date of the separation from employment.

ARTICLE IX – SICK LEAVE

- 9.1 Paid sick leave is afforded in reasonable amounts based on the intent and ability of the employee to return to work within a reasonable and foreseeable timeframe and resume the essential functions of the employee's position. The following factors will be considered in applying this policy:
- A. The nature of the employee's illness and/or injury;
 - B. The employee's ability to provide a return to work date;
 - C. The proximity and/or likelihood of the employee's ability to return to work and perform the essential functions of the employee's position;
 - D. The employee's attempts and/or efforts to return to work and perform the essential functions of the employee's position;
 - E. Police Department Regulation Section 10023.56 (inclusive of the May 6, 1976 and August 20, 2002 sick leave memos) and information provided by the employee pursuant to the same, (inclusive of medical certifications of illness and a statement of the nature of the illness when absent three (3) consecutive days and/or on four (4) or more separate occasions during a calendar year);
 - F. The employee's past history of abuse of sick leave;
 - G. Consultation with and/or information gathered from the employee and the employee's health care provider(s) regarding the employee's intent and ability to return to work and perform the essential functions of the employee's position; and/or
 - H. Comparison and consideration of how other employees with similar illnesses and/or injuries have been handled.
 - I. Employees shall receive one and one-half (1.5) "A" days per quarter of the calendar year for perfect attendance. Where an employee has perfect attendance for one (1) continuous calendar year, the employee will receive one (1) bonus "A" day for a total of seven (7) "A" days in that calendar year. Where an employee has perfect attendance for two (2) or more continuous calendar years, the employee shall receive two (2) bonus "A" days for a maximum of eight (8) "A" days per calendar year. Where an employee uses a sick leave day after two (2) or more years of perfect attendance, the employee's eligibility for year-end bonus "A" days shall reset at one (1) bonus "A" day after a year of perfect attendance.

The employer will review the attendance records of all employees at the end of the first calendar year of this Agreement and any employee who has had perfect attendance for two or more continuous years will receive two (2) bonus "A" days at that time.

The employee may within his/her discretion use the A day for a day off or receive payment for the day(s). Compensation for "A" days may be requested annually as of December 31. Payment will be made by the last pay date in January.

"A" days may be requested at any time and will be granted provided there is no cost in overtime to the Town, with the following exceptions: "A" days may be denied during summer weekends (June 7 to September 5 from 3 p.m. Friday to 7 a.m. Sunday), holidays, up to 35 special event days annually, weather related emergency, public safety emergency, or any emergency declared by the Governor. The Chief or his designee shall, in the first week of January of each calendar year, provide a preliminary list of known special event days for that calendar year; this list will delineate between those days on which "A" days cannot be granted and those where "A" days may be denied on the shift that is affected by the special event. The Chief or his designee will provide notice of additional special event days with at least 20 days notice.

"A" days shall be granted on a first come, first serve basis by shift. However, anytime a patrol officer's request for an "A" day is denied, no other union member shall be granted an "A" day for the shift in which the patrol officer's request was denied.

The Town must grant or deny any "A" day request within 48 hours from the time of submission.

If an employee requests a vacation day ("V" day) subsequent to the granting of another employee's "A" day request, the "V" day request takes precedence. If granting the "V" day request causes an overtime situation because of the prior approved "A" day request, the "A" day employee shall convert the "A" day to a "V" day if that employee has an available "V" day that has not already been obligated to a future date. If the "A" day employee does not have any "V" days available, then the employee can use an "A" day.

9.2 Paid Sick Leave Allowance for Illness of Family Members – "Family Member" is defined as a spouse, employee's parent, and dependent child.

- A. Paid sick leave allowance will run from July 1st through June 30th.
- B. Paid sick leave will not be a bank of time given on July 1st, but will be allotted as needed. The leave will not be carried over from year to year.
- C. Four (4) paid sick days are allowed within each year for non-FMLA related illness.
- D. Four (4) paid sick days are allowed within each year for a FMLA qualifying event, in addition to the four (4) days in section C above, for a total of eight (8) days.
- E. The unused non-FMLA sick days may be used for an FMLA qualifying event, in addition to the four (4) days, for a total of eight (8) days.
- F. After the allowed sick days are used, employees will use accrued "A" days or "V" (vacation) days.
- G. After the accrued "A" and "V" days are used, employees with less than ten (10) completed years of service as of June 30th will be allowed up to ten (10) additional paid

sick days. Employees with more than ten (10) completed years of service as of June 30th will be allowed up to twenty (20) additional paid sick days.

- H. The Chief of Police or Captain may extend additional paid sick leave on a case by case basis, under extenuating circumstances.
- I. This section shall not modify the current terms and conditions contained in Article IX of the current Collective Bargaining Agreement as it relates to the employee.

ARTICLE X – VACATIONS

- 10.1 The following vacation with pay shall be granted to all employees covered by this Agreement who are on the payroll and who have completed the following period of aggregate full-time employment with the Town.

<u>Length of service</u>	<u>Vacation</u>
One year to four years	Ten days
Five years	Fifteen days
Six years	Sixteen days
Seven years	Seventeen days
Eight years	Eighteen days
Nine years	Nineteen days
Ten to fourteen years	Twenty days
Fifteen years or more	Twenty-five days

- 10.2 Vacation preference will be determined by seniority, pursuant to the current practices. Vacation time in excess of the current practice will be determined by seniority, in accordance with the needs of the department and the activities scheduled for the time period involved. Regardless of seniority, an employee may not preempt a vacation period which another employee has already been granted.
- 10.3 Accrued vacation time will be allowed each employee not to exceed an accumulation of two (2) times his/her annual vacation accrual. For example, if the Employee is entitled to fifteen (15) days per year, the Employee may have no more than thirty (30) days of vacation leave accrued at any time.
- 10.4 Two (2) weeks of regular vacation time will be allowed between the dates of June 7th and September 5th limited to a total of three (3) employees in any one (1) week, which time shall be a part of the regular vacation allowance. The number of officers allowed to be on vacation on any given day shall not exceed three (3). Detectives are not subject to the above requirement. However, on Thanksgiving Day, Christmas Eve and Christmas Day, a fourth officer will be allowed to be on vacation. The determination of the fourth officer on vacation shall be by seniority. Employees assigned full-time to the Detective Division shall not be included in the total number of employees enumerated herein.
- 10.5 If the employment of any member covered by this Agreement who is entitled to vacation payment is terminated, he shall be paid for any unused vacation time to which he is entitled, provided he has not been terminated for cause. Upon the death of an employee entitled to vacation allowance, the allowance shall be paid to his spouse, if living; otherwise, to his

surviving children, if any, but if there are no such surviving children, to any relative who was dependent upon the decedent at the time of death in accordance with a factual determination to be made by the Board of Police Commissioners. Any vacation allowance not so paid shall lapse.

- 10.6 Employees shall select their vacation time not later than June 7th prior to the start of the fiscal year in which the vacation will be taken. Requests for vacation may be changed after June 7th, providing the change does not conflict with the choice of another employee and providing such request meets the needs of the department. Not more than two (2) supervisors shall be allowed vacation at any one time. Additional vacations may be allowed at the discretion of the Chief if extraordinary circumstances exist. In the event that a request for a vacation day occurs within 48 hours of the affected shift, then the request may be denied if the result of the request will be an officer or supervisor being ordered in to cover the shift.
- 10.7 Employees who have scheduled vacations and are subsequently absent due to long-term illness or injury shall not be charged for the use of their vacations, and up to one (1) employee shall not be counted towards the number of employees enumerated in Sections 10.4 and 10.6 above.

ARTICLE XI - LEAVES OF ABSENCE

- 11.1 Compassionate leave. All full-time employees shall be allowed four (4) days special leave with pay for a death in the immediate family. Immediate family is defined as spouse, domestic partner, child, mother, father, sister, brother, stepmother or stepfather. In the event that the service for the family member is held more than five hundred miles away, an additional two (2) days special leave shall be allowed to attend the service.

All full-time employees shall be allowed three (3) days of funeral leave, with pay, in the event of the death of the employee's grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law. This leave will also be allowed in the event of the death of the grandmother or grandfather of the employee's spouse or domestic partner. Nothing shall prevent the Chief of Police, or his designee from granting additional days leave to an employee for the events described above.

All full-time employees shall be allowed one (1) day of funeral leave following the death of an employee's uncle, aunt, niece or nephew. This leave will also be allowed in the event of the death of an aunt, uncle, niece or nephew of the employee's spouse or domestic partner. Nothing shall prevent the Chief of Police or his designee from granting additional days leave to an employee for the events described above.

- 11.2 The Employer will comply with the provisions of the Uniform Services Employment and Reemployment Rights Act and related State law(s).
- 11.3 An employee who has completed his probationary period and is required to report for jury duty shall be entitled to leave with pay, for a maximum period of thirty (30) days, for regularly scheduled work hours lost as a result of such service. For each hour of leave taken

the employee will be compensated by the Employer in an amount equal to his straight time rate of pay as specified in Article VII of this Agreement. An employee who reports for such service and is excused there from shall immediately contact his immediate supervisor and report for work if requested. In order to be paid by the Employer for such leave, the employee must submit to the Employer written proof executed by the administrator of the Court, of having served, the duration of such service, and the amount of compensation for said service. Probationary employees shall receive compensation, if any, in accordance with state law. When called to jury duty or assigned to serve, officers assigned to second or third shift need not to report to work in accordance with state law.

11.4 Pregnancy disability leave. Pregnancy disability leave shall be provided in accordance with applicable state and federal laws.

11.5 Rate of pay. Except as otherwise noted in this Article, for any paid leave taken under this Article an employee will be compensated at his straight time rate of pay for his job classification at the time the leave is taken. Hours of leave, whether paid or unpaid, shall not be deemed hours of work for the purposes of computing overtime or other premium pay under this Agreement pursuant to the FLSA and related state laws.

ARTICLE XII - GRIEVANCE AND ARBITRATION

12.1 In order to insure fair and equitable treatment of all members of the Police Department, there is hereby established a formal procedure to permit discussion and resolution of grievances.

A. Definition of a grievance shall be as follows:

1. Discharge, suspension or other disciplinary action of a non-probationary employee.
2. Disputes arising out of claims of discrimination under Article IV, Civil Rights, provided however the arbitrator shall not have jurisdiction to hear or decide (i.e. grievance shall not be arbitrable) claim(s) of discrimination which has been or will be filed in State or Federal Court and/or with a state or federal agency or commission including but not limited to the Connecticut Commission on Human Rights and Opportunities (CHRO) or Equal Employment Opportunity Commission (EEOC).
3. Interpretation and application of Rules and Regulations of the Police Department and interpretation and application of the Articles and Sections of this Agreement.

12.2 Step One - A member having a grievance shall first discuss it with his immediate supervisor within twelve (12) days of the occurrence giving rise to the grievance. The immediate supervisor shall give his answer within five (5) days of such discussion. If the grievance is not satisfactorily resolved, it may then be processed to Step Two.

Step Two - An employee shall, within seven (7) days of receipt of the answer of the

immediate supervisor, submit said grievance in writing to the Chief of Police setting forth the nature of the grievance and the relief requested. The Chief or his designee, provided said designee is not a member of the Union, or the Captain shall answer said grievance in writing within ten (10) days from the date thereof, setting forth his decision.

Step Three - If the grievance is not satisfactorily resolved at step two, the Union may appeal, in writing, on behalf of the grievant to the Director of Administrative Services ("DAS"), within seven (7) days. The DAS or his designee shall consider the appeal and the Union shall have an opportunity to discuss the grievance with the DAS within ten (10) working days. If the issue being appealed is a suspension or termination of employment, the grievance may be appealed to the Board of Police Commissioners in lieu of the DAS. The written decision of the Employer shall be made within twenty-one (21) working days of the appeal or the meeting, if one is conducted.

Step Four - If the decision of the Town is not satisfactory to the employee, the decision may be appealed by the Union to the State Board of Mediation and Arbitration within twenty (20) days of the Town's decision, with a contemporaneous copy to the Town. The Town shall have option of transferring a grievance submitted by the Union to arbitration to the American Arbitration Association provided it pays all American Arbitration Association costs associated with the transfer. The decision of the Arbitrator shall be final and binding providing it is not contrary to law.

- 12.3 Grievances of the Local may be taken up beginning with Section 12.2, Step 2 of this Article.
- 12.4 Any grievance must be filed within twelve (12) days of the original cause giving rise to the alleged grievance; otherwise, it shall be considered null and void.
- 12.5 In discussing a grievance with management, an employee may be represented by Union official(s). The employee shall be allowed a reasonable amount of time to obtain representation.
- 12.6 The time limits of this Article may be extended by mutual written agreement.
- 12.7 Leave with pay shall be granted not to exceed four (4) hours per month total for the purpose of processing grievances in accordance with the provisions outlined above. The four (4) hours is construed as total paid time regardless of the number of representatives of shifts involved.
- 12.8 An aggrieved employee and union official shall be permitted to attend meetings arranged to discuss an employee's grievance at no loss in pay, providing such meeting occurs during scheduled working hours.
- 12.9 The parties agree that the fees and expenses of Arbitration shall be borne equally between the EMPLOYER and the UNION.
- 12.10 The jurisdiction and authority of the arbitrator and his opinion and award shall be confined

to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Town. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Town. This provision does not prohibit the parties from exercising any rights that they may have under state statute to seek confirmation, vacation and/or modification of an award.

ARTICLE XIII - INSURANCE AND RETIREMENT

- 13.1 A. The Town shall provide eligible employees and their eligible dependents with the group health, dental and hospitalization insurance options listed in sub-section 13.1B of this Article. The Town, however, reserves the right to change or provide alternative insurance carriers, health maintenance organizations (HMO), or benefit levels or to self-insure or fully insure as it deems appropriate for any form or portion of insurance coverage referred to in this article, so long as the new coverage and benefits are comparable to the insurance set forth below

- B. (1) A Preferred Provider Organization Plan (the "PPO Plan"). The PPO Plan is described in summary form in Appendix A.
- (2) A High Deductible Health Plan with a Health Savings Account feature (the "HDHP/HSA Plan"). As an option for employees hired before the date of ratification of this agreement the Town shall offer a HDHP/HSA Plan. For employees hired on or after the ratification of this agreement the HDHP/HSA Plan shall be the only healthcare plan available.

The HDHP/HSA Plan shall have a \$2,000 single and a \$4,000 two-person/family deductible for combined in-network and out-of-network services. Prescription drugs are covered as part of the program and are subject to the deductible. The HDHP/HSA Plan is described in summary form in Appendix B.

The Town shall contribute fifty percent (50%) of the annual deductible into the employee's HSA account annually on or about July 1. This contribution shall be made by the second pay period in July of the applicable year.

The parties acknowledge that the Town's contribution towards funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The institution selected for the deposit of HSA funds, and the payment of any fees associated with said accounts, shall be at the sole discretion, and sole responsibility, of the Town.

For employees enrolling in the HDHP/HSA during the plan year, which runs from July 1st through June 30th annually, the Town's HSA contribution will be prorated based on the number of whole months remaining in the plan year at the time the employee becomes eligible for coverage.

The employee's contribution into the HSA shall, at the employee's option, be made via payroll deduction.

- (3) Comprehensive Dental Plan. As described in summary form in Appendix C.

C. The employee may elect to waive all group health insurance benefits and, in lieu thereof, be remunerated in the amount of not less than \$2,000 per annum or the amount of the premium saved by the Town at the time of the waiver, because of said waiver, whichever is less. Employees covered under a Town of Stonington/Stonington BOE health insurance plan shall not be eligible for a waiver payment. Pursuant to state statute, waiver payments shall be excluded from the pension benefit calculation. Such remuneration shall be paid retroactively to the employee on a pro rata basis twice per year, on or about December 1st and June 1st. Employees electing this option shall be able to change their options on July 1st, for any reason, and not more than one time during each fiscal year, if there has been a significant change in the employee's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option. A request for change must be presented in writing to the Director of Administrative Services at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, which may be in effect. The Town shall require written proof of alternate coverage by the employee and/or family as a precondition to the election of this option.

- (D) Employees shall be responsible for payment of a percentage of the applicable premium rate for individual, two-person or family coverage elected by him/her in the following amounts:

PPO PLAN:

DOR through December 31, 2016 sixteen percent (16%)
January 1, 2017 through December 31, 2017 sixteen percent (16%)
January 1, 2018 through December 31, 2018 seventeen percent (17%)
January 1, 2019 through June 30, 2019 eighteen percent (18%)

HDHP PLAN:

DOR through December 31, 2016 fourteen percent (14%)
January 1, 2017 through December 31, 2017 fourteen percent (14%)
January 1, 2018 through December 31, 2018 fifteen percent (15%)
January 1, 2019 through June 30, 2019 sixteen percent (16%)

- 13.2 The Employer shall provide a policy of life insurance on each employee with a death benefit equivalent to two times said employee's base annual wage. The premium for said coverage shall be paid one hundred (100%) percent by the Employer.
- 13.3 Upon retirement, members of the unit shall receive benefits as may be provided under the Connecticut Municipal Employees Retirement Fund.
- 13.4 Eligible employees shall be covered under the Town of Stonington Retiree Health Care Savings Account Plan in accordance with its terms and procedures.

The parties agree that Article IV, Section 4.07 of the Town of Stonington Retiree Health Care Savings Account Plan shall be amended to read:

4.07 Minimum Account Balance. The minimum balance in the Account of any Participant upon Retirement shall be \$24,000. Effective July 1, 2014, the aforementioned minimum balance shall be \$28,000; effective July 1, 2015 the aforementioned minimum balance shall be \$32,000. The Town shall make such contributions as are necessary to bring the balance of the Account to the applicable minimum.

- 13.5 When an employee is injured within the scope of his/her employment, the Employer will make up the difference between his/her pay under the workers compensation schedule on his/her rate of pay, not to exceed one (1) year. The Chief of Police or his designee may extend the period of compensation of his sole discretion for an additional period of up to one (1) year.

ARTICLE XIV - MISCELLANEOUS

- 14.1 All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to the unsafe or unhealthy working conditions shall be brought to the attention of an employee's Superior Officer or the Chief of Police. The Town shall attempt to correct the unsafe or unhealthy conditions as soon as practicable.
- 14.2 The Town shall provide a copy of this executed Agreement to each employee of the Bargaining Unit and five (5) extra copies to the President of the LOCAL as soon as possible. The cost of said printing and distribution is to be borne by the Town.
- 14.3 In all cases where a personnel performance evaluation or other proficiency rating is prepared, copies of same shall be given to the employee. Any employee subject to such an evaluation shall be given an opportunity to review said evaluation with the supervisor(s) who prepared the same. In any case of disagreement regarding evaluations, the employee may appeal to the Chief of Police for a review. Nothing herein shall prohibit any employee from utilizing the grievance procedure set forth in this Agreement.
- 14.4 When the police boat is in operation, two (2) sworn officers, who possess a Connecticut boating and/or PWC License, and have been approved by the Chief or his designee to be an operator of the vessel will be assigned to the vessel. The administration reserves the right to

assign additional personnel on the vessel. Boat shifts and boat training shifts will be assigned with a minimum of forty-eight (48) hours' notice prior to the shift. The only exception to this notification will be in an emergency situation.

- 14.5 If no action is taken on any complaint, the matter shall be considered terminated and no record shall be entered in the personnel file of the employee.
- 14.6 The Town shall provide a bulletin board in a place to be designated for posting notices of Union meetings and official Union notices.
- 14.7 Employees shall have the right to inspect their personnel file up to two (2) times per year, provided a written request is made to the Chief of Police. Such inspection shall be made at a time designated by the Chief of Police and such request shall not be unreasonably denied.
- 14.8 No permanent employee shall be discharged, demoted or disciplined in any manner except for just cause.
- 14.9 An employee shall be given at least five (5) days notice prior to a Police Commission meeting and such notice shall contain the specific charges being preferred.
- 14.10 Members of the negotiating committee of the LOCAL shall be allowed time off from their regularly assigned shifts, without loss of pay, limited to two (2) persons for actual attendance at bargaining sessions with the Town, if held during said shifts, providing that the member is subject to call as may be necessary.
- 14.11 All promotions, other than the Chief, Captain, and the Second-in-Command, shall be made from within the department and shall not preclude consideration to any eligible member of the Bargaining Unit.

Return of Captain to the Bargaining Unit: A Captain who, after promotion out of the bargaining unit, remains in the continuous employ of the Town, may be transferred, following his/her layoff and notwithstanding any other provision of this Agreement, to the job classification in the bargaining unit previously held by him/her with the seniority he/she had at the time of promotion to Captain.

- 14.12 The Union president or his designee shall be allowed time off from his regularly assigned shift without loss of pay for actual attendance at Union meetings, conferences or conventions, not to exceed a total of ten (10) days per year. It is understood that the Union president or his designee are subject to emergency response.
- 14.13 Officers will be offered the opportunity to initial any of the following documents to be placed in their personnel file:

- Letters from supervisors indicating poor work performance
- Letters of warning
- Documented verbal warnings

- Written warnings
- Letters of suspension or termination.
- Late slips.

14.14 All employees will be allowed to carry cell phones while on duty.

ARTICLE XV - LONGEVITY

- 15.1 Each employee covered by this Agreement who has completed three (3) full years of full time employment with the Town as of June 30th of the current fiscal year shall, commencing in the fourth year of such person's employment, receive Fifty Dollars (\$50) for each full year of full time employment payable in one lump sum to be distributed by July 31st. Each employee covered by this Agreement who has completed ten (10) full years of full time employment with the Town, or obtained the rank of Sergeant or Lieutenant, as of June 30th of the current fiscal year shall, commencing in the eleventh year of such person's employment, receive an additional Fifteen Dollars (\$15.00) per year added to their longevity pay.

In addition, officers who have completed ten (10) full years of full time employment with the Town, will be designated as Officer First Class and shall wear an insignia designated by the administration.

ARTICLE XVI - EDUCATION ALLOWANCE

- 16.1 Educational allowance shall be in accordance with the following schedule:

30 credits \$ 325.00
Associate degree \$ 625.00
Bachelor degree \$1200.00
Masters degree \$1300.00

- 16.2 Employees will be reimbursed by the Town for fifty percent (50%) of tuition monies paid by said employees for any approved course, which is part of a Criminal Justice or management field of study, provided the employee receives a final grade of C or better (or equivalent) in the course. It shall be the responsibility of the employee to provide the Town with proof of tuition payment and final grade.

Any employee who resigns or is terminated within three (3) years of hire shall refund the Town any and all tuition monies paid out under Section 16.2.

- 16.3 The Town agrees to pay wages, provide benefits and reimburse/pay for equipment expenses related to the training and education of Employees during the POST C Academy Basic Training Course (ABTC). The parties acknowledge that the aforementioned training and education is valuable consideration, enhancing employees' employment opportunities and, therefore, agree that any employee who voluntarily resigns and performs law enforcement actively during the termination period set forth in Section 16.4 below or is terminated for cause shall reimburse the following percentage of payments made by the Town, in

accordance with §16.4. Notice of this obligation shall be given to the employee in writing, with the conditional offer of employment, and the employee shall acknowledge via signature that the employee has received, read and understands this notice.

- 16.4 Unless otherwise provided by statute, officers for whom the Employer has paid for their Basic Training Program at the Connecticut Police Academy or at a Council-approved Academy, must repay the Employer in the below amounts should that officer leave the Employer's employ during the first three years of employment after having completed the Basic Training Program.

<u>Termination Period</u>	<u>Refund</u>
Employee leaves within one (1) year from completion date of course	\$30,000
Employee leaves within two (2) years from completion date of course	\$20,000
Employee leaves within three (3) years from completion date of course	\$10,000

- 16.5 Any lateral police officer hire that leaves employment for cause or otherwise within one (1) year of obtaining certification through POST will be required to return and reimburse the Town for all equipment purchases including, but not limited to, the cost of vest, uniforms, and duty gear.

ARTICLE XVII – CLOTHING ALLOWANCE

- 17.1 A clothing allowance of six hundred dollars (\$600.00) per annum shall be paid on the first regular payday in July of each year. For clothing or maintenance costs in an amount exceeding the six hundred dollars (\$600.00) allowance, the employee shall be reimbursed for said payments up to nine hundred fifty dollars (\$950.00), provided the employee produces proof of payment for approved maintenance costs, including up to two hundred dollars (\$200.00) in professional dry cleaning, and any equipment approved for on-duty use.
- 17.2 The Town agrees to pay the initial cost of any new uniform or equipment requirements or changes.
- 17.3 Any personal property (i.e. watches, EYEGLASSES, etc.) that is damaged/destroyed during work will be reimbursed by the Town not to exceed a maximum of seven hundred dollars \$700.00 per fiscal year.

ARTICLE XVIII - OUTSIDE EMPLOYMENT

- 18.1 The Town will administer the scheduling of work for outside employers and the payment of wages for outside employment to Employees. The Town shall have the right to require a bond from an outside employer. Notwithstanding anything to the contrary in this Agreement, the Town may immediately terminate its obligation to administer the scheduling of work for outside employers until actual receipt of said money from outside employers whenever an outside employer is two (2) or more months delinquent from the date of the invoice. The Finance Department will provide the Police Department with a current list of delinquent outside employers so that outside work is not scheduled for those employers.

Outside Employers shall be charged the employee's regular rate at time and one-half plus an administrative fee of five percent (5%), applicable state and federal taxes, contributions, workers compensation expenses, and other related costs. The outside contractor shall be expensed for retirement (MERF) for non-community events. The parties agree the Town will not incur any expense as a result of this Article.

Community events include, but are not limited to, Blessing of the Fleet, Art Festival, Taste of Connecticut. The Town may waive its administrative fee and workers' compensation expenses for community events.

Contractors shall provide two (2) hours cancellation notice. No Employee will be scheduled to work more than sixteen (16) hours in any twenty-four (24) hour period. Contractors shall be required to schedule work in blocks of four (4), eight (8), or twelve (12) hours.

- 18.2 Employees who become ill or injured while working for an employer other than the Town of Stonington, who is covered by Workers Compensation, will not be entitled to sick reimbursement by the Town for said illness or injury.
- 18.3 School Events: The schools shall be required to schedule outside employment for a minimum of four hours.
- 18.4 The Town shall provide a vehicle with emergency lighting for all construction overtime traffic assignments, for safety purposes, on all state roads and at night. The Chief, or his designee, shall also provide a patrol vehicle for all construction overtime traffic assignments, for safety purposes, on all Town roads when available, and will charge the contractor for the vehicle for the total hours of overtime. The Chief or his designee may charge the contractor an appropriate fee for said vehicles.

ARTICLE XIX - PROBATIONARY LEAVE

- 19.1 The probationary period for all new employees shall consist of twelve (12) months from the date of completion of required training at the Police Officer Standards Training Council or the date of hire, whichever is later. For purposes of this provision, the twelve (12) month period does not include periods in which the Employee is on Workers' Compensation leave, FMLA leave and/or any other paid or unpaid leave.
- 19.2 During the probationary period, a probationary employee may be disciplined and/or discharged for any reason, and such discharge shall not be subject to the terms of Article 12 of this Agreement.

ARTICLE XX - SQUAD SELECTION

- 20.1 Squad assignments, other than for Supervisors shall be selected by seniority, subject to the overall operating needs of the Department. Squad assignments shall be selected for two (2) separate consecutive eight (8) week periods with each employee selecting as provided in this Article. This section is applicable only to the Patrol Division. The Chief reserves the right

to disapprove completion of squad assignments which do not meet the overall operating needs of the department.

- 20.2 When four (4) patrol officers are assigned to, patrol duty on any given shift, two (2) of the officers assigned shall work 7-3, 3-11 and 11-7, and two (2) of the officers assigned shall work 8-4, 4-12 and 12-8. The Chief reserves the right to alter these hours in emergency circumstances.
- 20.3 Shift selection for supervisors assigned to the Patrol Division shall be in accordance with the following schedule:

FIRST FULL SHIFT SELECTION CYCLE FOLLOWING THIS AGREEMENT

Senior supervisor - first selection
Second senior supervisor - second selection
Third senior supervisor - third selection
Fourth senior supervisor - fourth selection
Additional supervisor(s) - fifth selection, etc.

SECOND FULL SHIFT SELECTION CYCLE FOLLOWING THIS AGREEMENT

Second senior supervisor - first selection
First senior supervisor - second selection
Third senior supervisor - third selection
Fourth senior supervisor - fourth selection
Additional supervisor(s) - fifth selection, etc.

SUBSEQUENT CYCLES

- Third senior supervisor - first selection, fourth selection, etc.
First senior supervisor - second selection, second selection, etc.
Second senior supervisor - third selection, third selection, etc.
Fourth senior supervisor - fourth selection, fourth selection, etc.
Additional supervisor(s) - fifth selection, fifth selection, etc.
- A. The highest ranking supervisor or the senior supervisor (if both are of the same rank) assigned to a shift shall be the squad commander. The squad commander shall make all command decisions during his/her tour of duty.
- B. The remaining supervisors assigned to a shift in order of rank or seniority (if both are of the same rank) shall be subordinate to the squad commander and to each other and shall assist or relieve the squad commander as necessary.
- C. Relief Supervisors will not be scheduled for straight time double shifts unless agreeing to do so.

- 20.4 The Floater Shift will be a choice in the Shift Selection Process. Officers will be assigned to the Floater Shift by seniority. If no officers select the Floater Shift, it will be assigned to the two least senior officers who have completed their probationary period.

Floater will be assigned to fill openings on any of the three other squads or they will be assigned hours determined by the administration when they are not filling an opening. Shifts will be:

Squad I	-	Days*
Squad II	-	Evenings*
Squad III	-	Nights*
Squad IV	-	Floater*

*Squad I, II, and III's hours of work will be as per current contract language and current practice. Squad IV's hours will be determined by the Administration.

The administration will not be required to give Floaters seven hours off between shifts provided the shifts are on different calendar days.

In the unlikely event that a Floater is not available to fill an open shift, the Administration may still request volunteers in order of seniority to fill an open shift on a squad other than their own. The Administration will have the right to request volunteers to move to another shift, without using seniority, for the purpose of fulfilling the special assignment.

Officers assigned as floaters will not be scheduled for straight time double shifts or floated to a different shift within 24 hours of the affected shift unless agreeing to do so.

ARTICLE XXI - PHYSICAL EXAMINATION

- 21.1 Chief or his designee for reasonable cause may require a Police Officer to take a Physical Examination, by a physician approved by the employer, to determine the officer's Fitness for Duty provided, however, that the Town agrees to pay any out-of-pocket expenses, which are not covered by the insurance plan, if any, for the examination.

ARTICLE XXII - SENIORITY

- 22.1 Seniority shall be defined as length of continuous service within the Stonington Police Department. Seniority shall not be acquired during the probationary period but following permanent appointment. Seniority shall date from day of hire.
- 22.2 Seniority shall be lost by the following reasons:
- A. Discharge, quit, retirement or resignation;
 - B. Failure to give notice of intent to return to work after recall within ten (10) days, or failure to return to work on the date specified for recall, as set forth in the written notice or recall.

- C. Except for layoff, time lapse of twelve months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Town, regardless of reason;
 - D. Layoff in excess of twelve (12) months;
 - E. Failure to return to work upon the expiration of an approved leave of absence.
- 22.3 The Employer shall prepare and post annually a seniority list consisting of the names of employees ranked in seniority order.
- 22.4 In the event of a reduction in force, employees with the least seniority in each classification shall be reduced first. Should an employee subject to layoff have seniority over an employee in a lateral or lower position, he shall have the opportunity to displace the least senior person in the lateral or lower position providing he is qualified.
- 22.5 In the event two or more persons are hired on the same day, seniority preference shall be established based on receipt of the higher grade in any competitive examination that may have been administered.

ARTICLE XXIII - NO STRIKE/NO LOCKOUT

- 23.1 During the course of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work authorized by the Union, nor shall there be any lockout by the Town.

ARTICLE XXIV - K-9 UNIT

- 24.1 The Stonington Police Department maintains, at the sole discretion of the Chief or his/her designee, a K-9 Unit. In addition to any other contractual provision that is not in conflict with this Article, Officer(s) assigned to the K-9 unit shall be subject to the following:
- A. Scheduling
 - i. The K-9 Officer will not participate in the bid shift process, will retain a 4-2 schedule and will be assigned to the second shift regardless of seniority.
 - ii. The K-9 Officer can be the subject of no more than 5 mandatory schedule changes for special events such as parades or K-9 demonstrations in a calendar year period. The administration will provide the K-9 officer with at least 24 hours' notice of special events. Nothing in the agreement prevents a schedule change by mutual agreement. Nothing in this agreement prevents the call in for emergency or public safety purposes.
 - iii. The K-9 Officer will be afforded a minimum of one (1) shift per month-eight (8) hours, after initial training, to participate in K-9 related training. Training during regularly scheduled hours shall be paid at

straight time; training hours outside regularly scheduled hours shall be paid at time and one half.

B. Additional Compensation

- i. The K-9 Officer shall receive 20 minutes of overtime pay per day as compensation for the necessary at-home care of the dog, including but not limited to time spent feeding, training, grooming, exercising, veterinarian appointments and cleaning.
- ii. Call-ins for K-9 related requests will be subject to approval by the Chief and/or his designee, and will be in accordance with the existing 4 hour minimum call-in. The K-9 Officer will not be charged in the overtime book for such call-outs.

C. Care, Grooming and Equipment

- i. Costs associated with the K-9, including grooming, boarding, veterinary care, medication, and all equipment deemed necessary and/or otherwise approved by the Chief and/or his designee, will be borne by the Department.
- ii. K-9s shall live with their handlers. A K-9 vehicle will be dedicated to this program. The K-9 Officer will have permission to take this vehicle to their residence for work related purposes if the Officer resides in the Town of Stonington or a contiguous Town as long as the distance from police headquarters is less than 15 miles.

D. Miscellaneous

- i. Officers having at least three (3) years of law enforcement experience may submit a letter of interest for assignment as a K-9 Officer. The Chief, in his discretion, will select an officer from those qualified for the assignment.
- ii. The Chief, in his discretion, may discontinue the K-9 program at any time. In the event the program is discontinued, the K-9 Officer will remain in his/her scheduled shift until the next bid cycle, at which point he/she shall bid on the basis of his/her seniority date.
- iii. The Town will furnish and maintain ownership of any dog(s) used in the program, unless an officer has a dog which he/she wishes to donate to the canine program. At such time as a dog may be retired from service, it shall be given at no cost to the K-9 Officer.
- iv. The K-9 Officer will remain in the regular rotation for overtime and/or extra duty assignments.

- v. If the K-9 Officer is unable to perform his/her job duties for an extended time period or performs unsatisfactorily, the Chief and/or his designee will determine if the K-9 will be reassigned to another officer.
 - vi. If the K-9 team is unavailable for call-out, the K-9 Officer will notify a shift supervisor to avoid delays in attempting to call-out a team.
 - vii. The K-9 Officer may be required to wear a Department issued call phone or pager which the Department will use to contact the officer only for K-9 related matters.
- 24.2 In order to be eligible for consideration for a K-9 Officer assignment, a candidate must successfully pass the Cooper Standards test within 60 days of the assignment being posted.

XXV - LIGHT DUTY

- 25.1 It is the purpose of this policy to provide temporary light duty ("TLD") assignments, when available, to accommodate officers who temporarily cannot perform the full range of police duties and responsibilities. Use of the TLD can provide employees with an opportunity to remain productive while convalescing, or when physically or mentally unfit for their regular assignments, without risking their health and safety of others. TLD applies only to an officer whose illness or injury is temporary and is not a matter of right. Nor is there any guarantee that an officer will be assigned to light duty at any given time.

Nothing in this policy is intended to curtail the rights of officers under relevant federal and state laws.

- 25.2 An officer convalescing from an injury or illness who is absent from work may apply for TLD assignment. The Chief may order an officer who is absent from work due to an illness or injury to assume a temporary light duty assignment. In all cases, eligibility and assignment to light duty shall be subject to and supported by medical documentation.
- 25.3 Light duty assignments may be made in any of the Department's divisions that employ sworn police officers but the positions shall be administrative or supportive in nature. TLD assignments may be drawn from a wide range of administrative areas including but not limited to, dispatch, clerical functions, handling walk-in calls for service, special projects, training to include recertification or training courses offered at the Academy or through the Department, and general administrative functions.

No specific position in the Department will be established or dedicated for use as a TLD assignment nor shall any existing position be designated or otherwise dedicated exclusively for TLD. An employee granted light duty status shall not cause the reassignment or loss of job of another employee. Officers granted TLD are not eligible for outside overtime or patrol overtime. However, officers granted TLD may be eligible for administrative or training overtime at the discretion of the chief.

Light duty assignments are strictly temporary and should not exceed three (3) months' duration unless approved by the Chief. An initial or extended light duty assignment may be discontinued at any time depending upon a change in the officer's medical condition and/or the needs of the Department as determined by the Chief. Assignment to TLD shall not affect an employee's pay classification, pay increases, promotion eligibility or other benefits unless otherwise stated in this policy.

Employees assigned to TLD are expected to wear professional attire when working in the office such as shirt and tie or polo shirt and casual dress pants. Jeans and sneakers are not permitted unless authorized by the Chief through chain of command. Police officers while on TLD may not wear the department uniform, ride with another police officer in a marked vehicle when the officer is on patrol or otherwise employ police powers.

- 25.4 The Chief, or his/her designee, will assign the employee a TLD assignment consistent with a physician's assessment of the officer's medical capabilities. Any days spent by an employee convalescing from an injury or illness performing TLD under this Article will not be counted toward the employee's sick leave allotment as detailed in Article IX.

The Chief is the decision maker on all aspects for TLD assignment and his decision is based on the availability of an appropriate assignment, the physical limitations of the officers as documented by medical opinion and the officer's knowledge, skills and ability. All decisions regarding TLD are made by the Chief. While every effort shall be made to assign officers to a position consistent with their rank and pay classification, an officer may be assigned to an alternate position designated for personnel of lower rank or pay classification. It is understood by the parties that undertaking a TLD assignment will not alter the employee's rate of pay.

ARTICLE XXVI - STABILITY OF AGREEMENT

- 26.1 HEADINGS. The paragraph captions used in this Agreement are included solely for convenience and shall not affect or be used in conjunction with the interpretation of this Agreement.
- 26.2 STABILITY OF AGREEMENT. There are no ancillary agreements, written or oral, to this contract. Any amendment, alteration or variation of the terms or provisions of this Agreement must be made in writing and ratified by the membership of the Union and the Board of Selectmen in order to be incorporated as part of this Agreement and binding upon the parties to it.
- 26.3 SEPARABILITY. If any term or provision of this Agreement is at any time during the life of this Agreement adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.
- 26.4 If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

ARTICLE XXVII - DURATION

- 27.1 This Agreement shall be in effect and remain in effect through June 30, 2019 and thereafter shall be considered automatically renewed for successive periods of two (2) years unless either party shall, not earlier than one hundred fifty (150) days and not later than one hundred twenty (120) days prior to June 30, 2019, serve written notice on the other party of a desire to terminate, modify, negotiate, change or amend this Agreement; provided, however, it is understood that the parties will meet within fifteen (15) days of said written notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused the names to be signed this ____ day of August, 2016.

THE TOWN OF STONINGTON

BY: _____



BY: _____

CONNECTICUT ORGANIZATION FOR
PUBLIC SAFETY EMPLOYEES /
CONNECTICUT ORGANIZATION FOR
GOVERNMENT EMPLOYEES (C.O.P.S.
LOCAL 137)

BY: _____



BY: _____

APPENDIX A

TOWN OF STONINGTON PPO PLAN

Type of plan	PPO
Referrals required	No
<u>In Network</u>	
Deductible	NA
Coinsurance	NA
Out of Pocket Maximum	*\$6,850/13,700
Preventive Care	No Charge
Mammography	No Charge
Office visit copay	\$25
Specialist visit copay	\$25
X-ray & Lab (stand alone facility)	No Charge
High Cost Diagnostic	No Charge
Vision Exam	\$25
Outpatient Rehab	\$25
Chiropractic	\$25
Therapy Services	\$25
Infertility Services	Covered per state mandate
Emergency Room copay	\$75
Urgent Care copay	\$25
Outpatient surg copay	\$150
Inpatient copay	\$250
Lifetime Maximum	Unlimited
<u>Out of Network</u>	
Deductible	\$400/800
Coinsurance	20% after deductible
Out of Pocket Maximum	\$1500/3000
Lifetime Maximum	Unlimited
<u>Prescription Drugs</u>	
<u>Retail</u>	
Generic	\$10
Listed Brand	\$25
Non Listed Brand	\$40
<u>Mail Order</u>	
Generic	\$20
Listed Brand	\$50
Non Listed Brand	\$80
Calendar Year Rx Maximum	\$500

*Subject to change per Federal guidelines

APPENDIX B

TOWN OF STONINGTON HIGH DEDUCTIBLE HEALTH PLAN (HDHP)

Type of plan	HDHP w/HSA
Referrals required	No
<u>In Network</u>	
Deductible	\$2,000/\$4,000 (2)
Coinsurance	0% after deductible
Out of Pocket Maximum	\$4,000/\$8,000 (3)
Preventive Care	No Charge
Mammography	No Charge
Office visit copay	0% after deductible
Specialist visit copay	0% after deductible
X-ray & Lab (stand alone facility)	0% after deductible
High Cost Diagnostic	0% after deductible
Vision Exam	0% after deductible
Outpatient Rehab	0% after deductible
Chiropractic	0% after deductible
Therapy Services	0% after deductible
Infertility Services	Covered per state mandate
Emergency Room copay	0% after deductible
Urgent Care copay	0% after deductible
Outpatient surg copay	0% after deductible
Inpatient copay	0% after deductible
Lifetime Maximum	Unlimited
<u>Out of Network</u>	
Deductible	\$2,000/\$4,000 (2)
Coinsurance	20% after deductible
Out of Pocket Maximum	\$4,000/\$8,000 (3)
Lifetime Maximum	Unlimited
<u>Prescription Drugs</u>	
<u>Retail</u>	
Generic	\$10 after deductible
Listed Brand	\$25 after deductible
Non Listed Brand	\$40 after deductible
<u>Mail Order</u>	
Generic	\$10 after deductible
Listed Brand	\$50 after deductible
Non Listed Brand	\$80 after deductible
Calendar Year Rx Maximum	Unlimited

Notes:

- (1) 50% funding of Deductible via HSA contributions
- (2) Combined In-Network and Out-of-Network Deductible
- (3) Combined In-Network and Out-of-Network OOP Maximums

APPENDIX C

TOWN OF STONINGTON FLEX DENTAL PLAN

Annual Deductible (<i>individual/family</i>)	N/A
Annual Maximum (paid by plan) <i>per member per calendar year</i>	\$1,500
Lifetime Orthodontic Maximum (paid by plan) <i>per member</i>	\$1,500
Description of Benefits	You Pay:
DIAGNOSTIC & PREVENTIVE SERVICES <ul style="list-style-type: none"> • Initial evaluation • Periodic evaluations • X-rays • Cleanings, twice a year • Fluoride treatment to age 19 • Sealants to age 16 • Space maintainers to age 19 • Emergency palliative treatment 	No Charge
BASIC SERVICES <ul style="list-style-type: none"> • Fillings • Simple and surgical extractions • Oral surgery • Periodontics • Endontics including but not limited to root canal therapy • Repair and relining of dentures/add to dentures • Recement Crown • Recement Bridge • Repair Bridge • Apicoectomy 	20%
MAJOR SERVICES <ul style="list-style-type: none"> • Bridgework • Crowns/repair of crowns • Inlays • Onlays • Prosthodontics including but not limited to bridgework, partial and full dentures • Post and core • Dentures full and partial 	50%
ORTHODONTIC SERVICES (<i>child or adult</i>) <ul style="list-style-type: none"> • Non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth • Examination • Records • Tooth guidance • Reposition (straightening) of teeth 	50%