

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF DERBY
AND
THE DERBY POLICE UNION LOCAL #1376
OF COUNCIL #4, AFSCME, AFL-CIO

FULL-TIME PAID POLICE OFFICERS
AND
SUPERNUMERARY POLICE OFFICERS

JULY 1, 2018 TO JUNE 30, 2024**

2019 SEP 30 AM 11:V2

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - DUES DEDUCTIONS	1
ARTICLE 3 - SENIORITY	2
ARTICLE 4 - HOURS OF WORK	3
ARTICLE 5 - OVERTIME	8
ARTICLE 6 - EXTRA POLICE WORK	9
ARTICLE 7 - HOLIDAYS	11
ARTICLE 8 - VACATIONS	13
ARTICLE 9 - LEAVE	15
ARTICLE 10 - GRIEVANCE PROCEDURE	17
ARTICLE 11 - DISCIPLINARY PROCEDURES AND PRIVILEGES	20
ARTICLE 12 - CLOTHING ALLOTMENT AND EQUIPMENT	23
ARTICLE 13 - RATES OF PAY	24
ARTICLE 14 - INSURANCE AND PENSION	27
ARTICLE 15 - SICK LEAVE	30
ARTICLE 16 - EDUCATIONAL PROGRAM	33
ARTICLE 17 - UNION SECURITY	34
ARTICLE 18 - UNION BUSINESS LEAVE	34
ARTICLE 19 - MANAGEMENT AND PRESERVATION OF RIGHTS	35
ARTICLE 20 - PROMOTIONS	36
ARTICLE 21 - LONGEVITY	38
ARTICLE 22 - GENERAL PROVISIONS	39
ARTICLE 23 - DRUG TESTING	43
ARTICLE 24 - PROBATIONARY CANDIDATES	46
ARTICLE 25 - MANDATED TRAINING GUIDELINES	46
ARTICLE 26 - SAFETY AND HEALTH	47
ARTICLE 27 - WORKERS' COMPENSATION	47
ARTICLE 28 - SUPERNUMERARIES	49
ARTICLE 29 - DURATION	52

2019 SEP 30 N110:37

APPENDIX A: SUMMARY OF MEDICAL INSURANCE BENEFITS

APPENDIX B: SUMMARY OF DENTAL INSURANCE BENEFITS

APPENDIX C: VISION RIDER SUMMARY OF BENEFITS

2018 SEP 30 AMI

PREAMBLE

It is accepted that a well-disciplined police force is necessary to any society to maintain peace and to enforce laws established by that society. To perform its functions most effectively such police force must engender the respect of the community it serves. The force must have an esprit de corps and morale that cannot be disturbed by the actions of any individuals or group.

Now, therefore, this Agreement is made by and between the City of Derby (hereinafter referred to as the "City") and the Derby Police Union Local #1376 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union.")

ARTICLE 1
RECOGNITION

Section 1.0 The City recognizes ~~the~~ Union as the sole and exclusive bargaining agent for all police officers of the Police Department with authority to exercise police powers, exclusive of the Chief and Deputy Chief. The Union recognizes the City's responsibility to assign work. The rank of Deputy Chief as used throughout this Agreement corresponds to the City Charter position of Lieutenant. The rank of Lieutenant as used throughout this Agreement corresponds to the City Charter position of Detective Sergeant.

Section 1.1 Police officer, for purposes of this Agreement, shall refer to a regular, full-time paid officer.

Section 1.2 In the Articles and Sections of this Agreement concerning regular full-time paid police officers, they shall be referred to as "police officers." Part-time police officers shall be referred to as "supernumeraries" as set forth in Article 28. Additionally, Articles 10,11,17,23, and 26 shall apply to supernumeraries.

ARTICLE 2
DUES DEDUCTIONS

Section 2.0 The City agrees to deduct from the paycheck of each police officer who has signed an authorized payroll deduction card subsequent to the date of this Agreement a sum certified in writing by the Secretary or other authorized official of the Union, to be the amount that is to be deducted from each police officer's paycheck for the purpose of Union dues.

Section 2.1 These deductions will be made once a week on the same day of each week for police officers.

Section 2.2 In the event a police officer receives no pay on a payday on which Union dues are scheduled to be deducted, no such deduction shall be made on that payday for that police officer.

Section 2.3 The Union agrees to hold the City harmless from any action taken by a police officer or group of police officers as a result of the City's making or failing to make the dues deductions as specified in Article 2.

Section 2.4 The City shall pay for the AFSCME Public Safety Protection Program (PSPP) enrollment for each Police Officer and Supernumerary Officer. The City agrees to pay no more than \$6.00 per Police Officer and Supernumerary Officer, per month, so long as he or she is employed. The City shall pay for PSPP so long as it is offered by AFSCME and is not obligated to provide same or similar coverage should the program be discontinued by AFSCME.

ARTICLE 3

SENIORITY

Section 3.0 Department seniority as used in this Agreement is defined as the total length of continuous service as a police officer with the City in the Police Department.

Section 3.1 Rank seniority, as used in this Agreement, is defined as the total length of service of a police officer as a permanent appointee to a rank (i.e. from the date of being sworn in as a police officer, Detective, Sergeant, Lieutenant or other rank as may be created from time to time),

Section 3.2 No police officer shall acquire rank seniority in any rank for any period that he/she serves in such rank as a temporary or provisional appointee. During such period of temporary service, he/she shall continue to accrue rank seniority in the last rank he/she served in as a permanent appointee.

Section 3.3 If more than one (1) appointment is made on the same day, the rank seniority of such appointee shall be in order of appointment from the eligibility list.

Section 3.4 Any police officer shall lose all seniority if:

- (a) He/she voluntarily terminates his/her regular employment with the Department.
- (b) He/she is discharged for cause.
- (c) He/she fails to return to work upon the expiration of a leave of absence without a reasonable excuse unless he/she has applied for an extension and same has been granted.

Section 3.5 Both Department and rank seniority shall accrue during any periods of authorized leave whether paid or not.

2019 SEP 30 AH10:33

ARTICLE 4

HOURS OF WORK

Section 4.0 The standard work cycle for police officers assigned to the patrol division shall be four (4) days on, two (2) days off. All other police officers shall work a (5) day on, two (2) days off schedule, Monday through Friday.

- (a) Time and one-half (1%) shall be paid for working on the police officer's scheduled day(s) off.
- (b) Police officers shall be called first for shift replacements and/or for additional staffing. The rate of pay shall be time and one-half (1%) of the police officer's regular hourly rate.
- (c) The City shall have the right to deny requested time off, except for personal days under Article 9, Section 9.7 (as well as the eight (8) hours of compensatory time that may be converted to one (1) additional personal day, as set forth in Article 5, Section 5.5), prior to ordering another police officer to work. The parties, however, agree that when a state of emergency is declared by either the Mayor or Chief of Police, police officers may be called in during a personal day or denied a personal day(s). Additionally, the parties agree that a personal day is not available to police officers on the days set forth in Article 9, Section 9.7(c) and (d) and are limited on the days set forth in Article 9, Section 9.7(e).
- (d) In the event that the City denies a personal day for a reason other than when a state of emergency is declared by either the Mayor or Chief (as set forth above) or for the reasons enumerated in Article 9, Section 9.7, the police officer(s) who last requests such day off shall be denied first.
- (e) A request to use a personal day must be submitted in writing to the Chief or his designee 24 hours in advance, in accordance with Article 9, Section 9.7.
- (f) If a personal day is wrongfully denied, the parties agree to utilize the expedited arbitration process of the Connecticut State Board of Mediation and Arbitration. The parties agree that an emergency, as defined above, is not a wrongful denial of a personal day. In the event that the denial of the personal day is not remedied before the requested day occurs and expedited arbitration is required to resolve the matter, the remedy for the wrongful denial shall be exclusively limited to accrual of two (2) times the number of days wrongfully denied,
- (g) A request to use a single vacation day, compensatory time (except for the eight (8) hours set forth above), holiday compensatory time (as set forth in Article 7, Section 7.0), paid day off (as set forth in Article 7, Section 7.0) or a holiday must be submitted in writing to the Chief or his designee 48 hours in advance and shall be granted provided that: (1) the level of staffing does not drop below the minimum manpower level as set forth in Article 4, Section 4.6(a); and (2) the police officer on duty for such shift can perform the functions

needed, as determined by the Chief or his designee, during such shift. These requests will not be denied with less than 24 hours' notice.

- (h) A request may be made to use a single vacation day, compensatory time, holiday compensatory time, paid day off, or a holiday less than two (2) hours prior to the start of a shift and will be granted provided that: (1) the level of staffing does not drop below the minimum manpower level, and (2) the police officer on duty for such shift can perform the functions needed, as determined by the Chief or his designee, during such shift, and (3) such request is approved by a supervisor.
- (i) The City shall fill openings caused by a personal day, compensatory time, holiday compensatory time (as set forth in Article 7, Section 7.0), paid day off (as set forth in Article 7, Section 7.0) with either: (1) volunteer(s); or (2) if no one volunteers, by ordering in.

Section 4.1 The City shall have the right to order a police officer in on his/her day off if additional staffing is needed. That rate of pay shall be time and one-half (1¹/₄) the police officer's rate of pay in effect at the time.

Section 4.2 Squads shall be assigned by the City.

Section 4.3 Shifts are permanent. However, every six (6) months there shall be a pick of shifts by rank seniority.

Section 4.4 When a police officer takes time-off for either a sick day, a personal day, holiday, compensatory time-off or vacation time, a police officer assigned a different shift shall be afforded the opportunity to work the opening if the length of the vacancy is one (1) work cycle or greater, provided there is no adverse effect on the staffing of the shift that the police officer wishes to move from that period.

Section 4.5 The City shall allow one (1) shift bump per police officer during any six (6) month period between regular bids.

- (a) Police officers who bump shall remain in the squad they bump into for the remainder of that six (6) month process, unless there is a vacant position the police officer can fill in accordance with this Agreement.
- (b) Police officers shall seek a "Mutual Swap" first before exercising the aforementioned bumping rights. The mutual swap must be in writing and signed by both police officers.

2019 SEP 30 Am10:33

Section 4.6 There shall be three permanent shifts and three optional shifts:

Permanent Shifts

First Shift	12:00 Midnight to 8:00 AM
Second Shift:	8:00 AM to 4:00 PM
Third Shift:	4:00 PM to 12:00 Midnight

Optional Shifts

10:00 AM to 6:00 PM
6:00 PM to 2:00 AM
2:00 AM to 10:00 AM

Sergeant

First Shift:	12:00 Midnight to 8:00 AM
Second Shift:	8:00 AM to 4:00 PM
Third Shift:	4:00 PM to 12:00 Midnight
Swing Shift:	12:00 Midnight to 8:00 AM (2 days) and 4:00 PM to 12:00 Midnight (2 days)

Lieutenant

Second shift:	8:00 AM to 4:00 PM
First and Third shift (optional, with a maximum of five (5) shifts per lieutenant per quarter):	12:00 Midnight to 8:00 AM 4:00 PM to 12:00 PM

Detective

Second shift:	8:00 AM to 4:00 PM
First shift (optional, with a maximum of five (5) shifts per detective per quarter):	12:00 Midnight to 8:00 AM 4:00 PM to 12:00 PM
Third shift (optional):	

- (a) The determination as to the level of staffing of each shift is acknowledged to be a function reserved to management, provided, however, that no less than three (3) sworn uniformed officers will be scheduled to be on the road during each permanent shift. Notwithstanding the foregoing, nothing herein shall be construed to diminish the City's commitment under Section 4.6(c) below. If requested by the City during the period of this Agreement, the Union agrees to meet with the City and reopen negotiations for the purpose of negotiating the use of civilian dispatchers.

- (b) The City shall have the option to advance the start of the shift hours of one (1) police officer per division per shift, to a maximum of three (3) within the department. Said advance not to exceed one (1) hour prior to the start of the normal shift. Division shall be defined as a functional unit within the Police Department. The current divisions include, but are not limited to, Administrative, Patrol and Detective.
- (c) In the event of a reduction in staffing of the Derby Police Department, layoff shall be in inverse order of hiring within all ranks throughout the Police Department within the bargaining unit as follows:
 - (i) In the event of reduction in the number of sergeants, the sergeant with the least amount of seniority, within that rank, shall be reduced to patrolman. The least senior patrolman is then the police officer that may be laid off.
 - (ii) Detective and/or Lieutenant, shall be included in the aforementioned bumping layoff process. If a non-union member employee of the Derby Police Department is laid off and such individual was previously a member of the Union, he shall be provided with bumping rights as set forth herein.
 - (iii) The City, in the event of a force reduction, shall notify the Union at least sixty (60) days prior to any layoff with a list of those to be laid off. The City will also lay off supernumerary police officers prior to any full time police officer lay off.
- (d) Any police officer who is notified that he/she will be laid off or that his/her position will be eliminated may elect to revert back to the last rank he/she held and bump the least senior person who occupies that rank.
- (e) Any police officer who is laid off shall continue to receive the contractual medical insurance benefits for a period of thirty (30) days from the date of lay off. The City will bear the costs of the premiums in accordance with the terms of the insurance article contained in this Agreement.
- (f) In the event of a recall of a laid off police officer, the most senior police officer who was laid off shall be recalled first followed by the next senior police officer. The recalled police officer shall have two (2) weeks from his/her receipt of the notice of recall to respond but in no event shall the offer extend beyond four (4) weeks from the date it was sent. Said offer shall be mailed to the last known address of the recalled police officer by certified mail, return receipt required.

Section 4.7 A police officer shall be required to work on his regularly scheduled day off in case of an emergency (which is defined as a situation that cannot be anticipated by at least four (4) hours). It is understood that normal conditions resulting from vacations and elections do not constitute an emergency. It is further understood that a personal day, as set forth in Article 4, Section 4.0 and Article 9, Section 9.7, may only be denied: (1) in accordance with Article 9, Section 9.7(c), (d) or (e); or (2) when a state of emergency is declared by either the Mayor or Chief of Police.

Section 4.8 In the event that the police department color guard is unavailable, the Chief may identify three (3) ceremonial orders out each contract year. Police officers may be ordered to serve during such identified ceremonial orders out, provided however, that such orders out shall be by seniority and no police officer shall be required to work more than one of the identified ceremonial orders out per contract year. The City has the right to order out up to five (5) police officers to satisfy the needs of the color guard assignment. The Chief, or his designee, may identify the necessary staffing needs of the color guard based on the requirements of each ceremony individually. Police officers ordered to serve during such identified ceremonial orders out will not be required to purchase, at their own expense, additional uniforms or gear; at the discretion of the Chief of Police or his designee, Class B or utility uniforms shall be sufficient.

Section 4.9

- (a) Any police officers wishing to exchange work shifts within the same twenty-four (24) hour period shall need approval in writing from the Chief or his designee not less than twenty-four (24) hours prior to the time the exchange is to be effective, and both parties must be agreeable to the exchange, provided no overtime is incurred by such exchange. Said written notice must be signed by both parties. Less than twenty-hour (24) hours' notice of any request for shift exchange as provided in this subsection shall be deemed reasonable cause to deny such request, except on a strict emergency basis. An individual police officer shall not exercise shift exchange rights as provided in this subsection for more than one (1) work cycle in any one (1) month; provided, however, single shift exchange days for the same twenty-four (24) hour period shall continue to be allowed.
- (b) Any police officers wishing to exchange work shifts that are within the same pay period (defined as Monday at 00:00 hours through Sunday at 23:59 hours) shall need approval in writing from the Chief or his designee not less than twenty-four (24) hours prior to the time the exchange is to be effective, and both parties must be agreeable to the exchange, provided no overtime is incurred by such exchange. Said written notice must be signed by both parties. Less than twenty-hour (24) hours' notice of any request for shift exchange as provided in this subsection shall be deemed reasonable cause to deny such request, except on a strict emergency basis. An individual police officer may participate in a maximum of twenty-six (26) shift exchanges as provided in this subsection per contract year. An individual police officer may only participate in one (1) shift exchange per pay period under this subsection. Any police officer who requests time off or uses sick time shall be charged accordingly for each shift (or part thereof) not worked.
- (c) Any police officers wishing to exchange work shifts as provided for subsection (a) or (b) of Section 4.9 may only do so within rank and function (*i.e.*, a "Patrolman" work shift cannot be exchanged with a scheduled "Sergeant" work shift if said Sergeant is serving in the capacity of shift supervisor). An exception to this rule exists when a Sergeant participates in a shift exchange with another shift that does not have a Sergeant or Lieutenant scheduled. Any request to exchange work shifts outside of rank and function requires approval from the Chief of Police.

Section 4.10 Violations of Section 4.9 shall be deemed to revoke the shift exchange privileges, police officer committing the violations for six (6) months. Such revocation shall be but only through Step Two. The Union agrees to save the City harmless from any damages incurred or actions or proceedings brought by reason of individual police officers and/or the Union enforcing any of the exchange of work shift provisions of this Article. The Chief or his designee shall grant approval provided such shift exchange has no additional costs or requires no additional staffing.

Section 4.11 No police officer shall schedule or work more than sixteen (16) hours without an eight (8) hour break, by any combination of regular or required departmental assignments and/or in combination with Extra Duty assignments under the provisions of Article 6. Exception shall be allowed for "run-overs" of a maximum of three (3) hours, where the required break shall be five (5) hours, and for any police officer(s) accepting up to one (1) hour of extra duty work prior to a regularly scheduled shift who shall be allowed to work seventeen (17) hours in a twenty-four (24) hour period. ("Run-overs" shall mean an unforeseen extension of a previously scheduled assignment).

ARTICLE 5 **OVERTIME**

Section 5.0 Time and one-half ($1\frac{1}{2}$) will be paid for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period, and for all hours over a police officer's regularly scheduled days of work in any one (1) pay period (defined as Monday at 00:00 hours through Sunday at 23:59 hours), unless incurred due to a shift exchange as provided for in Section 4.9 above. Time and one-half ($1\frac{1}{2}$) will be paid for the fifth (5th) consecutive workday in any one (1) week if ordered to work. Double time will be paid for the sixth (6th) consecutive workday in any one (1) week if ordered to work.

Section 5.1 The rate of time and one-half ($1\frac{1}{2}$) shall not apply to work assignments related to states of emergency as defined in Section 4.7 above, when such state of emergency is declared by the Mayor or Chief of Police.

Section 5.2 Police officers required to return to duty in two (2) hours or less of the terminal hour of their regular tour of duty shall be paid overtime at a time and one-half ($1\frac{1}{2}$) rate from the terminal hour of their shift to the conclusion of such overtime. For purposes of this section, the terminal hour shall mean the hour that marked the completion of the regular tour of duty. This language shall not apply to any extra police work jobs as set forth in Article 6.

Section 5.3 Police officers required to return to duty to perform overtime duties on a regular working day and when such duty does not involve terminal pay as described in Section 5.2 shall be paid either four (4) hours straight-time pay or time and one-half ($1\frac{1}{2}$) for the time actually worked, whichever is greater. If the officer returns to duty, he/she must check in with dispatch or the supervisor/officer in charge and check out with dispatch or the supervisor/officer in charge.

Section 5.4 If a shift hold over or call in is necessary, not to exceed four (4) hours, except in case of an emergency, a police officer from that shift shall be assigned according to shift seniority and the least senior police officer shall be held over if no other more senior police officer accepts the assignment. Hold-over or call-in assignments under this Section, for each specific assignment, shall be rotated as necessary to prevent consecutive assignments to the least senior police officer. If a situation arises that the Department requires special units or police officers with special skills, the City shall have the right to call out the police officer trained in the specialty required. It is understood that a four (4) hour call in or holdover will count as a turn on the Department overtime board.

Section 5.5 Police officers may elect compensatory time at a rate of one and one-half (VA) hours for each hour of overtime otherwise payable at time and one-half ($1\frac{1}{2}$) up to a maximum of forty (40) hours per contract year. Compensatory time must be used in the same contract year in which it is earned. The City shall have the right to compel a police officer to use accrued compensatory time by scheduling time off from work or to cash out accrued compensatory time by paying the police officer overtime compensation to the full extent permitted by the Fair Labor Standards Act statute and regulations. Police officers may convert eight (8) hours of compensatory time to one (1) additional personal day in each year of the contract.

Section 5.6 If more than one (1) police officer requests the use of compensatory time off under Article 5, Section 5.5 and such requests are submitted for the same day, and if the City grants the day off, the most senior police officer submitting the request shall be given priority in accordance with Article 4, Section 4.0 for the day off. Additional compensatory time off under Article 5, Section 5.5, if granted, shall be determined by descending seniority

Section 5.7 Eight (8) hour patrol overtime shifts may be split into two (2) four (4) hour blocks. If the open four (4) hour block is still not filled, the police officer who was up first on the patrol overtime list shall either work the full eight (8) hour shift or refuse it. If refused, the overtime shift will then be offered as an eight (8) hour shift to the next police officer on the patrol overtime list.

Section 5.8 A police officer may elect to request compensatory time off in four (4) hour blocks, thus allowing officers to take the first four (4) hours or last four (4) hours of their shift off utilizing earned compensatory time.

ARTICLE 6

EXTRA POLICE WORK

Section 6.0 The term "Extra Police Work" for purposes of this Article shall mean police duty for which the police officer is paid by the City and the City is reimbursed by another party other than a City department. Except as noted below, each police officer who performs Extra Police Work, as defined in this provision (regardless of whether such work is voluntary or ordered out), shall be compensated at the following rates of pay, with exceptions stated in Section 6.9 herein:

2019 SFP 30 HM10:3E,

- (a) City of Derby projects, and Board of Education and Fire Department functions, shall be paid at the following rates of per hour for all hours worked: \$46.00 per hour for FY 2018-2019; \$47.00 per hour for FY 2019-2020; \$48.00 per hour for FY 2020-2021; \$49.00 per hour for FY 2021-2022; \$50.00 per hour for FY 2022-2023; and \$51.00 per hour for FY 2023-2024.
- (b) Construction company Extra Police Work, utility company Extra Police Work, and other Extra Police Work shall be paid at the rate of time and one-half (1%) times the police officer's regular rate of pay per hour.
- (c) A police officer who works an Extra Police Work assignment under this provision shall be paid a minimum of four (4) hours.

Section 6.1 All extra work assignments shall be made in rotation. Refusal of such an assignment shall have the same effect on rotation as accepting an assignment. A list of all departmental personnel shall be maintained by seniority. All overtime and Extra Police Work will be assigned by seniority, in the order that the police officer's name appears in the list. As the assignments are made, whether accepted or not accepted by the police officer, that police officer's decision shall be indicated on the list and the next police officer will be offered the assignment or next available assignment.

Section 6.2 All Extra Police Work shall be assigned by the Chief, or his designee. However, when five (5) or more police officers are assigned to the same assignment, for the same hours, the Chief or his designee may require one (1) of the police officers to be a supervisor. At the discretion of the Chief, if no supervisor is assigned, the most senior police officer shall be the officer in charge. The supervising officer shall be paid an additional two dollars (\$2.00) per hour. If more than one supervisor/officer in charge is assigned, the highest ranking, most senior supervisor/officer in charge shall fill the supervisor's slot.

Section 6.3 All Extra Police Work is to be assigned to police officers first.

Section 6.4 Any police officer may participate in extra police work, provided it does not interfere with his/her regular police work. The regular Department assignments shall come first and police officers shall report for Department work on time.

Section 6.5 All Extra Police Work hours, except in the case of City of Derby projects, Board of Education or Fire Department functions, worked in excess of eight (8) consecutive hours per day or all work performed for construction or utility companies on Saturday, Sundays and holidays enumerated in this Agreement and all Extra Police Work worked beyond Midnight to 6:00 a.m. shall be paid at a rate of time and one quarter (1%) per hour of the officer's regular rate of pay as set forth in Section 6.0. (Consecutive hours may be interrupted by a lunch break). All hours worked for private concerns, other than construction or utility companies, on holidays enumerated in this Agreement, Christmas Eve, New Year's Eve and all Extra Police Work worked beyond 12:00 midnight to 6:00 a.m. will be at a rate of pay of time and one quarter (1%) per hour of the police officer's regular rate of pay as set forth in Section 6.0.

Section 6.6

- (a) All moneys due the police officer for each Extra Police Work assignment above, shall be paid to the police officer through the Police Department and all required deductions shall be deducted from these moneys.
- (b) Payment for Extra Police Work shall be made in a timely fashion and as required by Connecticut General Statutes §31-71(b).

Section 6.7 Fringe and administrative costs to the City shall be added to the hourly rate for all Extra Police Work above. The present percentage of 42% applied to Extra Police Work rates to cover said fringe and administrative costs shall remain unchanged for the duration of this Agreement.

Section 6.8 Regardless of whether such work is voluntary or ordered out, church festivals and non-profit organizations shall be \$45 per hour.

Section 6.9 When any construction or utility work shall, in the opinion of the Chief or his designee, cause traffic interruption and/or put the public safety at risk, the City shall require said companies to hire a police officer. This shall be the City of Derby municipal traffic plan.

ARTICLE 7 HOLIDAYS

Section 7.0

- (a) In the event that a police officer assigned to the patrol division works or any non-patrol division police officer is required to work on any of the holidays listed in Section 7(g) below, he/she shall receive holiday pay at his/her straight time hourly rate of pay and, at his/her discretion, either time and one-half (1%) for all hours worked on such day or holiday compensatory time (which shall not be counted toward compensatory time under Article 5, Section 5.5).
- (b) In the event that any police officer (excluding those set forth in Section 7(a) above) works on any of the holidays listed in Section 7(g) below, he/she shall receive holiday pay at his/her straight time hourly rate of pay and he/she shall receive a paid day off at the police officer's straight time hourly rate of pay to be used at a later date in accordance with Article 4, Section 4.0.
- (c) Police officers who are off duty on any of the holidays listed in Section 7(g) below by reason of sick days or regular days off, shall receive a paid day off for each such day at the police officer's straight time hourly rate of pay to be used at a later date in accordance with Article 4, Section 4.0. Police officers who are unable to schedule a paid day off earned for the Memorial Day holiday may request to schedule only that day off in the month of July in the following fiscal year.

- (d) If more than one (1) police officer requests the use of a holiday compensatory time off under Article 7, Section 7.0 and such requests are submitted for the same day, if the City grants the day off, the most senior police officer submitting the request shall be given priority in accordance with Article 4, Section 4.0 for the day off. Additional holiday compensatory time off under Article 7, Section 7.0, if granted, shall be determined by descending seniority.
- (e) A police officer who is off duty on any of holidays listed in Section 7(g) below as a result of the police officer's work related injury or illness shall receive a paid day off, limited to one (1) paid day off per quarter notwithstanding a greater number of holidays in the quarter (Jan 1 — March 31; April 1 — June 30; July 1 — Sept. 30; Oct. 1 — Dec. 31), at the police officer's straight time hourly rate of pay, to be used at a later date in accordance with Article 4, Section 4.0.
- (f) If any holiday listed in Section 7(g) below is contiguous to any portion of a police officer's vacation period (as defined in Section 8.5 below), the holiday shall be taken by the police officer as a vacation day as part of the vacation period, and the police officer does not have the option of taking the holiday as "holiday leave". Any police officer who is required to take a holiday as a vacation day as part of a vacation period shall receive a paid day off for each such holiday taken as a vacation day at the police officer's straight time hourly rate of pay, to be used at a later date in accordance with Article 4, Section 4.0.
- (g) The holidays that are the subject of this section are:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

Section 7.1

- (a) Police officers assigned to the patrol division shall be assigned to work holidays (as set forth in Article 7, Section 7.0) in accordance with the rotating schedule
- (b) In the event that a police officer assigned to the patrol division requests to take a holiday off that he/she is scheduled to work, such request shall be addressed in accordance with Article 4, Section 4.0.
- (c) The least senior police officer will be denied the holiday off first if shift manpower will fall below the minimum manpower requirements set forth in Article 4, Section 4.6(a). On the next holiday, the police officer next in seniority will be denied the holiday off.

Section 7.2 For holiday compensatory time (as defined in Article 7, Section 7.0) accrued between July 1st and November 1st, time must be scheduled by November 1st and used by November 30th (with the exception of Veteran's Day and Thanksgiving Day, which must be used by December 23rd). For holiday compensatory time accrued between December 25th and June 30th, time must be scheduled by May 15th and used by May 31st (with the exception of Memorial Day, which must be used by June 30th). If at the end of any six (6) month period, a police officer has not used the holiday compensatory time concerned, he shall be paid for such time at the rate applicable at the time such hours were accrued.

In June and December the City has the option to deny holiday compensatory time and pay the police officer instead, based on departmental scheduling needs.

Section 7.3 Any unanticipated state or national holiday or day of mourning implemented by the City of Derby and celebrated by all other municipal employees scheduled to work on that day in the form of time off with pay shall be granted in equal measure to the police officers.

Section 7.4 For purposes of this Article, the holidays listed above shall mean those specific dates on which the holiday falls.

ARTICLE 8 **VACATIONS**

Section 8.0

- (a) All police officers hired on or before June 30, 2003, shall be granted time off, with pay, for annual vacations according to the following schedule:

After one (1) Yr. of Service	10 days
After five (5) Yrs. of Service	15 days
After ten (10) Yrs. of Service	20 days
After fifteen (15) Yrs. of Service	25 days
After twenty (20) Yrs. of Service	30 days

- (b) Any new police officer who has completed six months of service prior to July 1st of any year shall receive five (5) days of vacation with pay.

- (c) All police officers hired on or after July 1, 2003, shall be granted time off, with pay, for annual vacations according to the following schedule:

After one (1) Yr. of Service	10 days
After five (5) Yrs. of Service	15 days
After ten (10) Yrs. of Service	20 days
After twenty (20) Yrs. of Service	25 days

Section 8.1 The vacation period shall be based on a police officer's anniversary date and choice of vacation shall be by seniority. All vacations must be scheduled and taken within one (1) year from the police officer's anniversary date. No carry-over will be allowed unless an emergency, illness or injury prevents the use of unused vacation day(s). Decision or approval in such cases rests with the Chief and Police Commissioners, who both review the merits of each case.

Section 8.2 Not more than four (4) police officers (excluding the Operations Lieutenant, Administrative Lieutenant and the School Resource Officer, when school is in session) assigned to the patrol division may take vacation periods at one time, and in addition, not more than two (2) consecutive work cycles shall be granted without the approval of the Chief or his designee. If a police officer has scheduled vacation time and he/she is required to work during such vacation time, the police officer may carry over the scheduled vacation time that he/she was required to work to the next fiscal year.

Section 8.3 Insofar as practicable, police officers will be granted preference in selecting vacation periods in descending order of Department seniority. Such preference for selections will be granted first for all first and second vacation periods; second for all third vacation periods; third for all fourth vacation periods; fourth for all fifth vacation periods; and so on.

Section 8.4

- (a) Any police officer wishing to take a vacation period of four (4) or more consecutive days (a "vacation period") must submit a request to do so, in writing, to the Chief or the Chief's designee, at least two (2) weeks prior to the vacation period requested. Upon approval of vacation period requests, a "Vacation List" shall be posted showing who is scheduled for vacation and the dates thereof. Vacation period requests will be granted or denied no later than five (5) days after the written request is received. Each police officer will pre-schedule one vacation period by their anniversary date for the following vacation year.
- (b) At the time a vacation period request is made, the police officer shall specify as part of the request the preferential rank of the vacation period being requested.
- (c) A police officer requesting to take a single vacation day off shall be allowed to do so as stated in Section 4.0(g) upon submitting a request in writing to the Chief or his designee at least forty-eight (48) hours prior to the vacation day requested. Requests for single vacation days will not be denied with less than 24 hours' notice.
- (d) If more than one (1) police officer requests the use of a single vacation day under Article 8, Section 8.0 and such requests are submitted for the same day, and if the City grants the day off, the most senior police officer submitting the request shall be given priority for the day off. Additional single vacation day(s) under Article 8, Section 8.0, if granted, shall be determined by descending seniority.

Section 8.5 A vacation period shall be defined as the use of four (4) or more consecutive vacation days. For purposes of determining consecutive vacation days, regular days off or holidays shall not be considered as a break in the use of consecutive vacation days.

Section 8.6 A police officer may elect to receive a "cash out" of up to ten (10) of his/her unused vacation days per fiscal year. To be eligible for a "cash out" of vacation days, a police officer must notify the Chief of Police in writing prior to January 1st for payment in the following fiscal year. The rate of pay will be calculated at the individual police officer's straight time rate of pay at the time of written notification and will be treated as wages for tax and pension purposes. Said "cash out" will be paid the first month of the new fiscal year.

ARTICLE 9

LEAVE

Section 9.0 Special leave of five (5) working days with pay from the date of death, or as otherwise approved by the Chief or the Chiefs designee, shall be granted to a police officer in the event of the death of his/her:

- Spouse or a domestic partner domiciled in the police officer's household
- Father or mother
- Step-father or step-mother
- Father-in-law or mother-in-law
- Brother or sister
- Step-brother or step-sister
- Child or grandchild
- Step-child

Section 9.1 Special leave of one (1) working day with pay shall be granted to a police officer to attend the formal memorial service or funeral in the event of the death of his/her:

- Brother-in-law or sister-in-law
- Grandfather or grandmother
- Uncle or aunt
- Niece or nephew

Any such leave must be taken within 30 days from the date of death or as otherwise approved by the Chief or the Chief's designee.

Section 9.2 A police officer may be granted, by the appointing authority, upon written request, a personal leave of absence, without pay, up to six (6) months. Such leave shall be granted only for compelling reasons, but not for the sole purpose of accepting other employment, either part-time or full-time. Any police officer denied his request for a leave may appeal through the grievance procedure up to but not including arbitration. Leave of absence may be extended at the discretion of the appointing authority.

Section 9.3 Police officers returning to the City employment from military service shall be granted all re-employment rights provided under applicable state and federal law.

Section 9.4 Any vacancies resulting from police officers entering military service shall be filled on a duration basis.

Section 9.5 Time spent in military service and on military leave shall be considered as employment with the City for retirement purposes and seniority purposes in accordance with applicable federal and state law.

Section 9.6 Any police officer who is a member of the National Guard or any organized Military Reserve will be granted a leave of absence with pay, less any government pay received, not to exceed fifteen (15) calendar days in a fiscal year. The above leave shall not be charged to annual leave. These days do not count for replaceable shifts. All sections of this Agreement shall remain consistent with Federal and State statutes pertaining to the National Guard and Military Reserve.

Section 9.7 Each police officer shall be entitled to receive six (6) days off with pay per fiscal year (July 1 - June 30) as personal days.

- (a) In order to receive personal days, the police officer must give the Chief or his designee at least twenty-four (24) hours' notice for each day requested. These requests will not be denied with less than twenty-four (24) hours' notice.
- (b) A request may be made to use a personal day less than two (2) hours prior to the start of a shift and will be granted provided that: (1) the level of staffing does not drop below the minimum manpower level, and (2) the police officer on duty for such shift can perform the functions needed, as determined by the Chief or his designee, during such shift, and (3) such request is approved by a supervisor.
- (c) Personal days are not cumulative from one (1) year to the next and must be used or they will be lost.
- (d) Police officers may not request the use of a personal day (including the eight (8) hours of compensatory time that may be converted to a personal day) after a request for time off has been denied. Consequently, when seeking a day off as a personal day, the police officer must advise the City upon submission of the request that the day is designated as a personal day.
- (e) Police officers may not use a personal day on Memorial Day, Independence Day, Thanksgiving Day or Christmas Day.

- (f) A request to use a personal day on New Year's Eve, Labor Day, Veteran's Day or Christmas Eve shall be denied if it requires the City to order in a replacement.
- (g) Police officers may not use more than two (2) personal days during the months of December and June without permission from the Chief of Police or his designee.
- (h) If more than one (1) police officer requests the use of a personal day under Article 9, Section 9.7 and such requests are submitted for the same day, if the day is granted, the police officer submitting the request first shall be given the day off. The date and time of submission shall be determined based on the Request for Time form submitted by the police officer. This procedure will be followed for other personal day requests for the same day.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 10.0 - Purpose: The purpose of the grievance procedure shall be to settle police officer and/or supernumerary grievances on as low an administrative level as is possible and practicable so as to ensure efficiency and employee morale.

Section 10.1 - Definition: A grievance for the purposes of this procedure shall be considered to be a police officer and/or supernumerary and/or Union complaint concerned with:

- (a) Discharge or suspension.
- (b) Charge of favoritism.
- (c) Interpretation and application of rules and regulations and policies of the Police Department.
- (d) Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

Section 10.2 - Procedure:

Step One:

Any police officer and/or supernumerary or his/her respective Union representative who has a grievance shall reduce the grievance to writing and submit it to the Chief of Police or his designee who shall use his best efforts to settle the dispute. The Chief of Police or his designee's decision shall be submitted, in writing, to the grievant and his Union representative, if represented, within fourteen (14) calendar days of receipt of the grievance.

Step Two:

If the grievant and his Union representative, if represented, are not satisfied with the decision rendered by the Chief of Police or his designee, the grievant or his representative shall, within twenty-one (21) calendar days of receipt of the written response in Step One, submit the grievance, in writing, to the Board of Police Commissioners. The Board of Police Commissioners, or any committee thereof, shall render its decision, in writing, to the grievant and his Union representative within twenty-one (21) calendar days of its receipt of the grievance.

Step Three:

If the grievant, or the Union, is not satisfied with the decision rendered, the Union may, within twenty-one (21) calendar days of receipt of the decision, submit the grievance to arbitration or upon mutual agreement between the Union and City to expedited arbitration, before the Connecticut State Board of Mediation and Arbitration with a copy to the Mayor. The decision rendered by the arbitrator(s) shall be final and binding upon both parties, subject to any legal appeal. Failure to appeal within said twenty-one (21) calendar days from receipt of the Step Two decision, unless the time limits are waived as per Section 10.5, shall result in the grievance being terminated.

The arbitrator or arbitrators shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard. The arbitrator's jurisdiction to make an award shall be limited by the submission and the definition of the term grievance as provided in Section 10.1, hereof.

- (a) Any police officer or supernumerary may process a grievance, with or without Union assistance, through Step Two of the procedure. However, only the Union may file a request for arbitration on behalf of a grievant, pursuant to Step Three.
- (b) The City may, at its discretion, choose to transfer the grievance from the Connecticut State Board of Mediation and Arbitration (CSBMA) to the American Arbitration Association (AAA) for resolution through the AAA's rules and procedures. Notice of said transfer must be forwarded in writing by the City to the AAA and the Union within twenty-one (21) calendar days after the City's receipt of the CSBMA's confirmation of the filing of the grievance with that agency. The cost (except each party's attorney's fees and transcript cost, if any) of arbitration at the AAA shall be borne by the City.
- (c) No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Section 10.3 - Mediation: The mediation services of the State Board of Mediation and Arbitration may be used during either the second or third step, provided both parties mutually agree on the desirability of this service.

Section 10.4 - Meetings: If either of the parties related to the grievance process desires to meet for the purposes of oral discussion, a meeting shall be requested and scheduled not later than seven (7) working days after receipt of such request. Whenever the parties to a grievance meet for oral discussion the time periods governing the issuance of the decision as provided for in Steps One, Two and Three, of this procedure, shall be calculated from the day of the meeting.

Section 10.5 - Time Extensions: Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned, in writing.

Section 10.6 - Recording of minutes or testimony: Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure. Cost shall be borne by parties employing same.

Section 10.7 - Police Union as a complainant: The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for police officers/supernumeraries.

Section 10.8 — Representation: Police officers/supernumeraries and the Police Union shall have the right and choice of representation whenever representation is desired by either a police officer/supernumerary or the Police Union, at the expense of the Union or police officer/supernumerary.

Section 10.9 Unless a grievance is filed within thirty (30) calendar days from the time that the grievance occurred, then the grievance shall be considered waived.

Section 10.10 Failure to render a decision at any step within the time limit prescribed for such step, may be considered as an unsatisfactory decision and the grievance may be advanced to the next step in the grievance procedure.

Section 10.11 Recruit officers shall have recourse to the grievance procedure for discipline up to Step Two, Commissioners hearing.

2019 SEP 30 Api10:36

ARTICLE 11
DISCIPLINARY PROCEDURES AND PRIVILEGES

Section 11.0

- (a) The Chief of Police, or his designee, shall be empowered to act in the capacity of investigating officer in any case of complaint against a police officer and/or supernumerary. The police officer/supernumerary in question is entitled to representation, at his own expense, at any hearing before the Board of Police Commissioners. The police officer/supernumerary shall be notified orally, within twenty-four (24) hours of any complaint registered against him/her. Written notification by certified, registered letter or hand delivered letter to the police officer/supernumerary shall take place within ten (10) calendar days of the complaint registration. The twenty-four (24) hours period as well as the ten (10) calendar day period begins when the Internal Affairs case is recorded in the Department's CAD system and is issued a case number and case time. Such notification shall state the general nature of the complaint, but such notification shall not be construed as a statement of final charges and delay in the transmission of the notification shall not disqualify the complaint from being heard and acted upon according to the provisions of Article 10 and Article 11 of this Agreement.
- (b) The investigation shall be concluded within a reasonable period of time, but not to exceed seventy-five (75) calendar days. The City shall be afforded an additional twenty-one (21) calendar day extension for exigent circumstances. The Union and police officer/supernumerary shall be informed of the reason(s) for the additional time. Once the investigation is complete, the police officer/supernumerary and his Union representative will be notified. The Chief shall have ten (10) calendar days from the end of the seventy-five (75) calendar day or extended time period, if applicable, to decide if the charges are going forward or dropped. If for some reason the Chief's availability or exigent circumstances prohibit him from managing this portion of the procedure, the parties will mutually agree to a time line change to accommodate the period. The Chief may notify the police officer/supernumerary and Union prior to the end of the seventy-five (75) calendar day period if there is a decision so as not to prolong the process. If dropped, the investigation is completed and closed and the police officer/supernumerary and Union will be notified. If a hearing before the Chief is required, a copy of all investigative reports, supplementary reports, witness statements, complainant's statements will be delivered to the police officer/supernumerary at the time of the hearing notification.
- (c) A hearing between the Chief, the police officer/supernumerary involved and a Union representative will be held within twenty-one (21) calendar days of the receipt of the investigative material set forth in Section 11.0(b). The Chief will propose disciplinary measures at this hearing. The police officer/supernumerary may state the reasons why he/she believes they should not be charged or may negotiate the extent of the proposed discipline. If an agreement is reached, the agreed upon disciplinary action will be taken and the police officer/supernumerary will have no recourse to the grievance procedure.

The hearing may be recorded by mechanical recording devices by either party. A Union staff attorney will be considered as a Union representative. If for some reason the Chief, police officer/supernumerary or Union staff attorney is not available within the required time lines to manage this portion of the procedure, the parties will mutually agree to a time line change to accommodate that period. The police officer/supernumerary shall have the option to waive the hearing.

- (d) The Chief has fourteen (14) calendar days from the date of the hearing or the date the police officer/supernumerary waives the hearing to exonerate the police officer/supernumerary or recommend discipline of up to twenty (20) days suspension or less. The police officer/supernumerary will be notified of the Chiefs decision at the time.

Procedure for discipline (20) days or less:

- (e) If a twenty (20) day or less suspension is offered and the police officer/supernumerary accepts the discipline, the police officer/supernumerary will have no recourse to the grievance procedure.
- (f) If the police officer/supernumerary refuses the Chiefs recommendation, he/she shall have thirty (30) calendar days from the date of notification of the Chiefs recommendation to file a Step Two grievance with the Board of Police Commissioners. Upon receipt of the grievance, the Board of Police Commissioners will place the grievance on the agenda for the next scheduled meeting, but in no event shall the hearing of the grievance be more than sixty (60) calendar days from receipt of the Chiefs decision at the time.
- (g) The Board may deny or affirm the grievance. If the Board denies the grievance, the police officer/supernumerary or Union shall have the right to Step Three of the grievance procedure and expedited arbitration as set forth in Article 10 of the Agreement.

Procedure for discipline more than (20) days:

- (h) If the Chief decides to refer the police officer/supernumerary to the Board of Police Commissioners for discipline, he shall forward his recommendation to the Board of Police Commissioners and to the police officer/supernumerary within fourteen (14) calendar days from the date of the Chiefs hearing.
- (i) The Board of Police Commissioners shall schedule and conduct a disciplinary hearing within sixty (60) calendar days of the receipt of the Chiefs referral. Notice of the hearing shall be made to the Union fourteen (14) calendar days prior to the date of the hearing. The Commission will not get copies of the investigative material until the day of the hearing. The City and Union will be able to supply the Commissioners brief summaries of their cases no earlier than forty-eight (48) hours prior to the hearing. All witnesses shall be sworn. Should said police officer/supernumerary desire representation at said hearing, the cost of such representation shall be borne solely by the police

officer/supernumerary and such hearing shall be closed to the public including the press, unless such police officer/supernumerary requests that it be an open hearing. At the option of the City or police officer/supernumerary involved, mechanical recording equipment shall be permitted before the Board of Police Commissioners to record the testimony.

- (j) The Board of Police Commissioners shall, within thirty (30) calendar days after the conclusion of the hearing, mail to the police officer/supernumerary a certified letter advising him/her of the disposition of his hearing. The Board of Police Commissioners shall either exonerate the police officer/supernumerary or issue any discipline it deems appropriate. The Board of Police Commissioners shall have the option of scheduling an additional meeting within a fourteen (14) calendar day period for the purpose of additional deliberations and issuing a decision.
- (k) The Union shall have, on behalf of the police officer/supernumerary, the right provided in Article 10-Step Three of the grievance procedure, to appeal the Board of Police Commissioners' decision to arbitration. Any such appeal shall be filed in accordance with the timelines and procedures contained in Article 10-Step Three of the Grievance Procedure,

Section 11.1 Any police officer/supernumerary who has been disciplined in any way or discharged and who is subsequently exonerated, shall be reinstated without prejudice and made whole in all respects.

Section 11.2 Any police officer/supernumerary who may be found guilty of charges and subjected to punitive measures or discharge which shall only be for just cause shall have the right as provided for in Article 10-Step Three, to appeal such decision through the Grievance Procedure, including arbitration.

Section 11.3 Police officers/supernumeraries under departmental charges shall, for good reason, have and enjoy the right of rescheduling their hearing date twice to a mutually agreed upon date but the hearing must be conducted within one hundred and twenty (120) calendar days following the Commissioners' receipt of the initial hearing request. Any postponement beyond the sixty (60) calendar day time limitation resulting from a police officer's/supernumerary's request for the extension shall not operate to cause a violation of the sixty (60) day time limit set forth above.

Section 11.4 In the event that a verbal and/or written warning is given to a police officer/supernumerary, and if no similar or more severe action is taken against said police officer/supernumerary for a similar violation within one (1) year thereafter, the City shall, solely for purposes of discipline and promotional determinations, remove all such record of discipline from the police officer's/supernumerary's personnel file. Thereafter, within the time limits set by state law, as amended, the City shall apply to the Records Administrator of the State of Connecticut to have the disciplinary action taken against said police officer/supernumerary,

removed from all City files and returned to the police officer/supernumerary in the manner set forth in Section 7-109 of the Connecticut General Statutes as amended, if allowed to do so by law. Performance counseling shall not be considered to be disciplinary actions.

Section 11.5 Police officers/supernumeraries shall be notified verbally at the start of any counseling sessions. Performance counseling is recognized to be a normal and ongoing part of the supervisor-subordinate relationship. Performance counseling shall be documented in a supervisor's notebook in order to assist the supervisor in his duties. Written performance counseling shall not be considered a disciplinary action, shall not be placed in a police officer's/supernumeraries personnel file, but may be referred to in a subsequent disciplinary action if it was within six (6) months of the disciplinary action. A copy of any written performance counseling shall be forwarded to the relevant police officer/supernumerary. The police officer/supernumerary shall have the opportunity to respond in writing to written performance counseling within ten (10) days. Performance counseling shall not be subject to the grievance procedure except as part of any subsequent discipline.

ARTICLE 12

CLOTHING ALLOTMENT AND EQUIPMENT

Section 12.0 The City shall provide each police officer with a police uniform and equipment allowance as follows:

July 1,2018	\$900.00
July 1,2019	\$950.00
July 1, 2020	\$950.00
July 1,2021	\$950.00
July 1, 2022	\$950.00
July 1, 2023	\$950.00

This allotment shall be paid directly to each police officer at the police officer's option or for use as needed for the purchase of uniforms and/or equipment which may include an off-duty weapon.

Section 12.1 The City will furnish police officers with one (1) duty firearm, three (3) magazines, one (1) duty holster, one (1) ammunition source and duty ammunition. This firearm will remain the property of the department.

Section 12.2 The City will furnish police officers with the following: one (1) set of handcuffs; one (1) impact weapon; one (1) hat badge and one (1) coat badge as an initial equipment issue.

Section 12.3 The City will exhaust its best efforts to replace expired bullet proof vests.

Section 12.4 In the event the City invokes a change of uniform which would require the police officer to exceed the annual allowance granted, the City shall assume control over such costs which are in excess of the annual allowance.

Section 12.5 The City shall reimburse any police officer for loss or damage to personal property which is suffered in the line of duty with an amount not to exceed \$500.00. All such claims must be supported by a written report. Negligence or a failure of the police officer to reasonably safeguard their personal property is not considered a line of duty loss or damage.

ARTICLE 13 RATES OF PAY

Section 13.0

All police officers hired on or after August 1, 2018 will follow a seven (7) year step raise schedule as follows:

Patrolman 1 (1st - 24th month of service)
 Patrolman 2 (25th - 48th month of service)
 Patrolman 3 (49th - 60th month of service)
 Patrolman 4 (61st - 72nd month of service)
 Patrolman 5 (72nd — 84th month of service)

All police officers hired before August 1, 2018, will continue to follow a five (5) year step raise schedule, as follows:

Patrolman 1 (First 12 months of service)
 Patrolman 2 (Second 12 months of service)
 Patrolman 3 (Third 12 months of service)
 Patrolman 4 (Fourth 12 months of service)
 Patrolman 5 (Fifth 12 months of service)

Section 13.1)

(a) Effective July 1, 2018, hourly rates of pay will increase by zero percent (0.0%). Police Officer rates of pay will be based on a weekly rate of pay, utilizing a forty (40) hour workweek. The rates of pay per hour will be:

Patrolman 1	\$30.36	per hour
Patrolman 2	\$32.50	per hour
Patrolman 3	\$34.11	per hour
Patrolman 4	\$35.79	per hour
Patrolman 5	\$37.57	per hour
Detective	\$39.35	per hour
Sergeant	\$41.23	per hour
Lieutenant	\$43.20	per hour

2019 SEA' 30 Am10:34

On January 15, 2019 or, if later, upon approval of this Agreement by the Union and the City, each police officer shall be paid a one-time stipend in the amount of two and one-half percent (2.5%) of the police officer's annual base compensation effective July 1, 2018 (the police officer's current hourly rate x 2,080).

- (b) Effective July 1, 2019, hourly rates of pay will increase by two percent (2.0%) above the rates set forth in Section 13.0(a) above. Police officer rates of pay will be based on a weekly rate of pay, utilizing a forty (40) hour workweek. The rates of pay per hour will be:

Patrolman 1	\$30.97	per hour
Patrolman 2	\$33.15	per hour
Patrolman 3	\$34.79	per hour
Patrolman 4	\$36.51	per hour
Patrolman 5	\$38.32	per hour
Detective	\$40.14	per hour
Sergeant	\$42.05	per hour
Lieutenant	\$44.06	per hour

- (c) Effective July 1, 2020, hourly rates of pay will increase by two percent (2.0%) above the rates set forth in Section 13.0(b) above. Police officer rates of pay will be based on a weekly rate of pay, utilizing a forty (40) hour workweek. The rates of pay per hour will be:

Patrolman 1	\$31.59	per hour
Patrolman 2	\$33.81	per hour
Patrolman 3	\$35.49	per hour
Patrolman 4	\$37.24	per hour
Patrolman 5	\$39.09	per hour
Detective	\$40.94	per hour
Sergeant	\$42.90	per hour
Lieutenant	\$44.95	per hour

- (d) Effective July 1, 2021, hourly rates of pay will increase by two point two five percent (2.25%) above the rates set forth in Section 13.0(c) above. Police officer rates of pay will be based on a weekly rate of pay, utilizing a forty (40) hour workweek. The rates of pay per hour will be:

Patrolman 1	\$32.30	per hour
Patrolman 2	\$34.57	per hour
Patrolman 3	\$36.29	per hour
Patrolman 4	\$38.07	per hour

2019 SEP 30 A1110:36

Patrolman 5	\$39.97	per hour
Detective	\$41.86	per hour
Sergeant	\$43.86	per hour
Lieutenant	\$45.96	per hour

- (e) Effective July 1, 2022, hourly rates of pay will increase by two point two five percent (2.25%) above the rates set forth in Section 13.0(d) above. Police officer rates of pay will be based on a weekly rate of pay, utilizing a forty (40) hour workweek. The rates of pay per hour will be:

Patrolman 1	\$33.02	per hour
Patrolman 2	\$35.35	per hour
Patrolman 3	\$37.10	per hour
Patrolman 4	\$38.93	per hour
Patrolman 5	\$40.87	per hour
Detective	\$42.80	per hour
Sergeant	\$44.85	per hour
Lieutenant	\$46.99	per hour

- (f) Effective July 1, 2023, hourly rates of pay will increase by two point five percent (2.5%) above the rates set forth in Section 13.0(e) above. Police officer rates of pay will be based on a weekly rate of pay, utilizing a forty (40) hour workweek. The rates of pay per hour will be:

Patrolman 1	\$33.85	per hour
Patrolman 2	\$36.24	per hour
Patrolman 3	\$38.03	per hour
Patrolman 4	\$39.90	per hour
Patrolman 5	\$41.89	per hour
Detective	\$43.87	per hour
Sergeant	\$45.97	per hour
Lieutenant	\$48.17	per hour

Section 13.2 A shift differential for police officers of the Department shall be \$1.00 per hour for all hours worked between 4:00 p.m. and 12:00 midnight, and \$1.50 per hour between 12:00 midnight and 8:00 a.m.

Section 13.3 Police officers assigned to the Detective Division who are on call shall have the option to take a car home during such period that he/she is on call. Such officers shall earn one (1) hour of compensatory time for each weekend assigned to "on call" status.

Section 13.4 Police officers assigned to the Officer-In-Charge position shall be paid a wage differential increase of one dollar and fifty cents (\$1.50) of the police officer's regular straight time rate of pay at the time of the police officer's assignment to the Officer-In-Charge position. When the position is required, the most senior police officer assigned to the patrol division on said shift and qualified to perform the duties shall be appointed Officer-In-Charge.

Section 13.5 When a Field Training Officer is actively training a new police officer enrolled in the FTO program the Field Training Officer shall receive a daily stipend in the amount of \$40.00. The Chief will maintain a list of active Field Training Officers.

Section 13.6 Police officers assigned to the color guard shall receive a yearly stipend in the amount of \$150.00 which shall be awarded and paid following the police officer's completion of three (3) color guard assignments.

ARTICLE 14

INSURANCE AND PENSION

Section 14.0 The City shall provide and pay for the following insurance, with the applicable premium shares set forth herein, for each police officer and his/her enrolled dependents:

- (a) Effective July 1, 2018, Aetna Choice® POS II — HRA 1500 City, and Aetna Choice® POS II — HSA 1500 City (the "Aetna Plans"), or such other plan(s) as may be chosen by the City as provided in Section 14.4 below (collectively, the "Plans"). Copies of the summary plan descriptions concerning the Aetna Plans are attached to this Agreement as Appendix A.

The City shall fully fund the applicable annual deductible for each contract year for all police officers hired prior to August 1, 2018 and enrolled in any of the Plans by depositing such entire applicable amount in the police officer's HSA account. The City further agrees to pay start up fees and monthly maintenance fees associated with the Plans.

For all police officers hired on or after August 1, 2018 and enrolled in any of the Plans, the City shall fund the applicable annual deductible amount for police officers enrolled in any of the Plans by depositing the applicable amount in the police officer's HSA account. The City will fund 100% of the police officer's applicable annual deductible amount for the first year of service. For all subsequent years of service, the City will fund 50% of the police officer's applicable annual deductible amount. The City further agrees to pay start-up fees and monthly maintenance fees associated with the Plans.

201.9 SEP 30 A1110:36

Effective July 1, 2018, eligible police officers shall pay 12% toward the cost of the applicable annual health insurance premium (medical, vision and dental).

Effective July 1, 2019, eligible police officers shall pay 13% toward the cost of the applicable annual health insurance premium (medical, vision and dental).

Effective July 1, 2020, eligible police officers shall pay 14% toward the cost of the applicable annual health insurance premium (medical, vision and dental).

Effective July 1, 2021, eligible police officers shall pay 15% toward the cost of the applicable annual health insurance premium (medical, vision and dental).

Effective July 1, 2022, eligible police officers shall pay 16% toward the cost of the applicable annual health insurance premium (medical, vision and dental).

Effective July 1, 2023, eligible police officers shall pay 16% toward the cost of the applicable annual health insurance premium (medical, vision and dental).

- (b) Life insurance on the police officer in an amount, equivalent to the police officer's annual base salary, rounded off to the nearest \$1,000 with double indemnity in the event of accidental death.
- (c) Any police officer has the option to purchase whole life insurance with the City paying the normal portion Term Life and the officer paying the difference when and if a carrier is available.
- (d) Blue Cross/Blue Shield Full Service Dental Care Plan, with Rider A, B, C and D. See Appendix B. Effective July 1, 2013, eligible police officers shall pay the applicable premium share set forth above for the applicable contract year toward the cost of the annual dental insurance premium. The City shall permit the eligible police officer to purchase any other Riders, at the police officer's expense, provided there is 100% participation.
- (e) Vision Rider. See Appendix C.

Section 14.1

- (a) The City of Derby shall provide and pay for one hundred percent (100%) of the cost for hospitalization, medical, prescription, vision and dental insurance only as provided in Section 14.0 of this Article (excludes any benefit coverage for Section 125 cash amount and Life Insurance) for all retirees who retire at normal retirement (and his or her spouse including eligible dependents). Normal retirement is defined as age fifty-five (55) or twenty-five (25) years of service, to age sixty-five (65) subject to the same co-pay as the active police officer.

- (b) Upon reaching age sixty-five (65) the City of Derby shall provide and pay for Medicare Supplement Plan F for all such retirees and his/her spouse with the option to purchase or enroll in another city offered supplemental or prescription plan.
- (c) The City of Derby shall provide and pay for hospital, medical, prescription and dental insurance, as provided in Section 14.0 of this Article, for all police officers disabled in the line of duty under age fifty-five (55). Police officers disabled in the line of duty over age fifty-five (55) shall receive benefits in accordance with Section 14.1(a.1) and Section 14.1(a.2).
- (d) The City shall maintain the present insurance benefits for the family of any police officer who dies prior to normal retirement for a period of eighteen (18) months after the death of the police officer, providing the family is not covered by equal to, or better, medical insurance policy, which the family already has, at no cost to the family. Only in the event the family is required to pay at their primary carrier, then in that event, the City shall provide and pay for said insurance of Section 14.0 for eighteen (18) months.

Section 14.2 The City agrees that all police officers of the Police Department shall be covered under CMERS (the Connecticut Municipal Employees Retirement System). The City shall provide and pay its share to the Connecticut Municipal Employee Policemen and Firemen's Survivor Benefit Fund.

Section 14.3 Any police officer who has attained the age of sixty-five (65) shall retire on the day following the attainment of such age, and no waiver shall be sought or given for extension beyond age sixty-five (65).

Section 14.4 Nothing in this Agreement shall prevent the City from changing insurance carriers, provided the level of benefits is substantially equivalent to those provided for at the commencement of the term of this Agreement. In the event the City intends to implement a change in insurance carrier, the Union shall be notified and provided with a plan description no later than thirty (30) days prior to the change being implemented. The parties shall thereafter meet and confer in good faith regarding the proposed change during the thirty (30) day period in an effort to reach consensus regarding the change. If a consensus is not reached by the end of the thirty (30) day period, the City shall have the right to implement the change in carriers at any time thereafter, subject and without prejudice to the Union's right to challenge said implementation on the ground that the level of benefits is not substantially equivalent by proceeding directly to arbitration by initiating arbitration at any time within fifteen (15) days of expiration of the thirty (30) day period. If the Union fails to initiate arbitration within the fifteen (15) day period, its right to do so shall be waived. Arbitration shall take place before a neutral arbitrator of the American Arbitration Association, according to its rules. The parties shall equally split the cost of the administrative fees and the fees of the arbitrator, with the Union's cost being capped at a maximum of \$3,000. The parties shall be responsible for all their other costs associated with the arbitration.

Section 14.5 Any police officer wishing not to participate in the designated medical insurance coverage as defined on Section 14.0 shall be granted the option of receiving an annual "buy out" each July 1st in lieu of City of Derby medical coverage in the following amounts:

<u>Individual</u>	<u>Two Person</u>	<u>Family</u>
\$2,900 00	\$4,900 00	\$6,400.00

The police officer's request for the "buy out" must be on a form provided by the City to exercise the buyout option. The police officer will have to certify each year that he/she has other coverage by identifying the source of this coverage and the name of the insurance coverage, provided, police officers cannot be insured for medical coverage by the City of Derby or Board of Education of the City of Derby. Police officers must notify the City in writing at least one month prior to the end of the City's fiscal year of their intention to choose the "buy out" for the following fiscal year. Police officers who have chosen the buyout may choose to re-enroll in the City's medical program, subject to any conditions, restrictions or requirements of the applicable insurance plans, provided that where the police officer has already received the "buy out" monies described above, he/she shall reimburse the City for the pro rata share of any monies paid. It is understood that neither the City nor Union is responsible if the police officer and/or his/her dependent are denied entry or re-entry in the group insurance programs.

ARTICLE 15

SICK LEAVE

Section 15.0 Sick leave shall be considered to be the absence from duty, with pay, for the following reasons:

- (a) Illness or injury, except where directly traceable to employment by an employer other than the City of Derby.
- (b) When the police officer is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off-duty hours.
- (c) When the health condition of a member of the police officer's immediate family requires his/her personal attendance. A doctor's note is required for absences lasting three (3) or more consecutive days to care for an immediate family member.

Section 15.1 - Sick Leave Allowance.

- (a) For police officers hired before August 1, 2018, sick leave shall be earned by each police officer at a rate of one and one third (1 1/3) working days for each calendar month of service, the total of which shall not exceed sixteen (16) working days in any twelve (12) months, For police officers hired on or after August 1, 2018, sick leave

shall be earned by each police officer at a rate of one (1) working day for each calendar month of service, the total of which shall not exceed twelve (12) working days in any twelve (12) months.

- (b) Sick leave earned in any month of service shall be available at any time during the subsequent month.
- (c) However, in the event of a major illness substantiated by a doctor's or medical certificate acceptable to the Board of Police Commissioners, this sick leave may be extended from time to time.
- (d) A police officer must notify the City of his/her intent to use sick time no less than 2 hours prior to the start of his/her scheduled shift. The police officer shall indicate if the sick time usage is for his/her illness/injury, scheduled medical treatment, or care for an immediate family member. If a police officer notifies the City less than the 2 hours prior to the start of his/her scheduled shift, he/she shall submit a report substantiating that an emergency or unforeseen circumstances prohibited the police officer from meeting the 2 hour threshold requirement.

Section 15.2 - Medical Certificate and Inspection. A medical certificate acceptable to the Chief or his designee may be required:

- (a) For a period of absence consisting of more than five (5) consecutive working days; or
- (b) When it is reasonably presumed that a member of the immediate family is suffering from a contagious disease which may endanger the health of other employees of the Department.

Section 15.3 - Sick Leave Records.

The Department shall maintain a record of sick leave taken by each police officer.

Section 15.4 - Sick Leave Accumulations.

- (a) For all police officers who were subject to sick time accumulations buy out, upon their retirement or death prior to retirement, shall be paid a severance pay, effective July 1, 1985, of three thousand five hundred dollars (\$3,500) and commencing July 1, 1987 shall be increased by fifty dollars (\$50) and each July 1st thereafter shall be increased by an additional fifty dollars (\$50).
- (b) No credit towards accumulated sick leave shall be granted for time worked by a police officer in excess of his/her normal workweek.

- (c) Sick leave shall not continue to accumulate during leaves of absence, sick leave or vacation time. It shall continue to accumulate for injuries in the line of duty.
- (d) "Borrowing" of sick days from other police officers shall only be permitted upon written application to the Chief, or his designee, for good cause shown, including but not limited to terminal illness situations and similar circumstances, and following exhaustion of all other "time-off resources, including but not limited to vacation days, personal days, etc. The repayment of borrowed sick days shall include all other "time-off" resources, including but not limited to vacation days with the exception of personal days.
- (e) Any police officer may use any accumulated sick leave days during the term of the police officer's employment.
- (f) Police officers hired on or prior to June 30, 1997 shall be limited to a maximum sick leave accumulation of no more than two hundred (200) days. Police officers hired on or after July 1, 1997 shall be limited to a maximum sick leave accumulation of no more than one hundred and twenty (120) days.
- (g) Any police officer who submits a notification to retire and wishes to utilize a terminal leave option shall notify the City not less than one hundred and eighty (180) days prior to the date of the last day of terminal leave. A police officer shall not be considered on sick leave when allowed to use his/her accumulated sick days as terminal leave and shall be allowed to work any Extra Work or Construction Assignments, should he/she desire to do so, until he/she has exhausted his/her accumulated time. Said written notification by the police officer will be considered the police officer's formal notification to retire. The notification will be submitted to the Chief or his designee, who will present it at the next Board of Police Commissioners meeting for approval. This notification will include the police officer's final date of employment with the Derby Police Department. It is understood that the police officer is considered retired for all intent and purposes when he/she commences on terminal leave and it is not reversible after the commencement of terminal leave. All terminal leave is calculated on a 5 day work week.
- (h) In lieu of terminal leave, a police officer hired prior to July 1, 2013 shall have the opportunity for a traditional retirement and accept payment for his/her accumulated sick leave. In lieu of terminal leave, a police officer hired on or after July 1, 2013 shall have the opportunity for a traditional retirement and accept payment for fifty percent (50%) of his/her accumulated sick leave. The payment for the accumulated sick leave of a police officer who elects a traditional retirement without using terminal leave shall be at the police officer's rate of pay in effect at the time of the police officer's formal notification to retire or his/her actual date of retirement, whichever is greater.

- (i) A police officer who intends to retire without using terminal leave shall notify the city not less than one hundred and eighty (180) days prior to the date of retirement. Said written notification by the police officer will be considered the police officer's formal notification to retire. The notification will be submitted to the Chief or his designee, who will present it at the next Board of Police Commissioners meeting for approval. This notification will include the police officer's final date of employment with the Derby Police Department. It is understood that the police officer's written notification to retire is not reversible without approval of the Board of Police Commissioners.
- (j) If the police officer fails to notify the department one hundred and eighty (180) days prior to the date of separation of employment with the City (regardless if the terminal leave or traditional retirement option is used), a penalty will be assessed against the police officer's accumulated sick time payment or other "time-off" resources, including but not limited to vacation days, personal days, etc. Ten (10) days will be removed for each month less than the required six (6) months' notice up to a maximum of sixty (60) days. An appeal may be made to the Chief and Board of Police Commissioners should exigent circumstances exist such as a major injury or illness. Retirement for other employment shall not be considered an exigent circumstance.
- (k) A police officer may elect to receive a "cash out" of up to fifteen (15) sick days per fiscal year provided their sick time accumulation does not fall below 90 days after the cash out. To be eligible for a "cash out", police officers must notify the Chief of Police in writing prior to January 1st for payment in the following fiscal year. The rate of pay will be calculated at the individual police officer's rate of pay at the time of written notification and will be treated as wages for tax and pension purposes. The City reserves the right to revoke a "cash out" if the police officer's accumulated sick leave falls below ninety (90) sick days at the time of payment.

ARTICLE 16

EDUCATIONAL PROGRAM

Section 16.0 The City shall, upon satisfactory completion of the course of study, pay the tuition for college courses approved by the Chief of Police, undertaken by any police officer or police officers of the Police Department, at an accredited institution offering courses in Police Science and/or related fields provided, however, that in no event shall the City be obligated to pay for more than eighteen (18) credit hours during a fiscal year.

The maximum aggregate cost to the City for such eighteen (18) credit hours per fiscal year shall be based on a per credit rate for a part-time student at no more than the cost at the University of New Haven for a traditional graduate student. It is understood that, for the purpose of this Section, any course of study, approved by the Chief of Police, for which a police officer receives a grade of "C" or better and earns semester credits, shall be considered as "a satisfactory completion of study." To be eligible for tuition reimbursement police officers must notify the Chief of Police in writing prior to: (1) January 1st (for a course(s) to be taken in the following fiscal

year) of his/her intention to enroll in a course(s) and (2) provide tuition costs and duration of course work. The aforementioned per credit rate will be calculated as of January 1st (for a course(s) to be taken in the following fiscal year). Tuition reimbursement shall not exceed this maximum per credit rate. The police officer utilizing the tuition reimbursement program is responsible for applying any scholarships or tuition discounts offered.

Section 16.1 The police officer must remain with the Department for no less than five (5) years, from the time the course, certificate or degree is completed. However, in the event the police officer voluntarily leaves within and/or before the completion of five (5) years, said police officer shall reimburse the City all of the City's costs of tuition payments or the same shall be deducted from the police officer's pay or other monetary compensation. In the event that the police officer declares that he/she intends to take a specified number of college credit hours and fails to do so, he/she shall be excluded from the tuition reimbursement program for one full fiscal year.

ARTICLE 17 UNION SECURITY

Section 17.0 All police officers and supernumeraries who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment. Police officers and/or supernumeraries who are currently not Union members are not obligated to become members of the Union.

Section 17.1 All present police officers and supernumeraries who are members of the Union on the effective date of this Agreement shall, as a condition of employment, remain members of the Union in good standing.

ARTICLE 18 UNION BUSINESS LEAVE

Section 18.0 One (1) member of the negotiating committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purposes of negotiating the terms of the Agreement, when such meetings take place during such member's duty hours.

Section 18.1 Members of the Union negotiating committee, however, shall not all be from the same shift.

Section 18.2

- (a) Police officers shall be allowed an accumulated total of twelve (12) days leave each fiscal year without loss of pay, for the purpose of attending Union business that shall not be deducted from sick leave. Police officers utilizing Union leave time off shall be allowed to use a maximum of six (6) of the total twelve (12) Union Days in four (4)

hour increments. These Union days will not be denied if used for the purpose of attending mandatory Union business.

- (b) An aggregate total of five (5) days each fiscal year (which may be taken in one-half (1/2) day increments) without loss of pay shall be available to police officers for attendance at grievance/arbitration hearings and/or State Board of Labor Relations hearings either at the request or in compliance with a subpoena issued by the Union. Such days shall not be cumulative and shall expire at the conclusion of each fiscal year.

Section 18.3 The Union President or in his absence, the Union Vice President shall be the only Union officials allowed to designate which police officers shall be allowed to take Union leave time-off. The Chief or his designee in charge of scheduling shall notify the Union President or in his absence, the Union Vice President of the request and confirm his/her knowledge and approval of a police officer's request prior to granting the use of the Union Leave time-off.

Section 18.4 In case of a sudden situation, in which a Union official or member is required to conduct Union business, the notification for such a situation shall only require a two (2) hour minimum period of notification.

ARTICLE 19

MANAGEMENT AND PRESERVATION OF RIGHTS

Section 19.0 Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the City of Derby has retained the usual management rights and that the right to manage the business of the City and direct the working force of the Police Department is vested exclusively in the City, which right shall include the right to hire, demote and transfer; to suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of employees and prescribe reasonable rules to that end which do not affect wages, hours or conditions of employment; to lay off because of lack of funds or work; to dismiss for proper cause; to issue rules and regulations; to determine the extent to which work or employment shall be increased or reduced, such as employee's overtime, but subject to the provisions specified herein, including the exclusive right to plan, direct and control the Police operations, and to change methods, processes, equipment or facilities which do not affect wages, hours or conditions of employment.

Section 19.1 The signing of this Agreement shall not abridge any employee rights or privileges to which he/she is entitled by Ordinance, Charter, Board ruling, or historical practices, unless such right or privilege is specifically covered by one (1) or more terms of this Agreement.

2019 SEP 30 Am10:3E;

ARTICLE 20

PROMOTIONS

Section 20.0 The promotional procedure for police officers shall be as follows:

Section 20.1

- (a) When any vacancy shall occur in the position of Sergeant, Detective, Lieutenant, or Deputy Chief such vacancy shall be filled by examination, in accordance with the terms set forth herein for each position set forth above. The parties understand and agree that openings are not for assignments within a position, but for the positions of Sergeant, Detective, Lieutenant, or Deputy Chief. Where there are multiple assignments within a position, the filling of assignments within each position shall be by seniority.
- (b) Only those police officers who have at least five (5) years of service as a police officer, at the time such vacancy occurs, shall be eligible to take the examination for the office of Sergeant, Lieutenant, or Deputy Chief. Only those police officers who have at least three (3) years of service as a police officer, at the time such vacancy occurs, shall be eligible to take the examination for the office of Detective.
- (c) Applicants for membership or promotional examinations in the Police Department shall submit to an examination conducted under the auspices of the Board of Police Commissioners, with a mutually agreed upon proctor present. In the event that a proctor is not supplied by the testing agency and a mutually agreed upon proctor cannot be chosen, the Connecticut State Police shall be requested to be present during the examination.
- (d) The City shall have no more than forty-five (45) calendar days after the vacancy occurs to consult with the Union and engage an impartial testing agency for the purposes of designing and administering an examination as set forth in Section 20.4. Test applicants will be notified within eight (8) calendar days of the engagement of an impartial testing agency that a test will be conducted. The test shall be held no less than forty-five (45) calendar day or more than sixty (60) calendar days from the date the reading list is posted for such test. Adjustments to the timeline may be made upon written agreement of the City and the Union. In the event that other study materials are provided by the testing agency, the time period set forth above for holding such test shall be determined from the date that the reading list is posted or the date the other study materials are made available to interested police officers, whichever is later.

Section 20.2

- (a) All promotions and newly created positions which exceed thirty (30) days shall be made within the Department after a competitive examination has been administered to eligible candidates, except as noted in subsection 20.2(b) below.
- (b) An acting assignment is defined as filling an existing position for a period of no less forty-five (45) calendar days or more than one hundred and eighty (180) calendar days. The exception to the maximum time limit would be if a police officer on such assignment is actively working and needed to complete a particular investigation at the expiration of one hundred and eighty (180) calendar days, the police officer will be allowed to complete said investigation.
- (c) A temporary assignment is defined as an assignment that may be made by the Chief or his designee, on an as needed basis for no greater than forty-five (45) days.
- (d) The rotation of police officers assigned to acting or temporary assignments will be based on the final score of the most recent promotional tests. A valid promotional test shall be defined in accordance with Article 20, Section 20.5. The remaining police officers with the highest test score shall be offered the temporary assignment first and the rotation shall be in descending order.
- (e) For purposes of establishing a rotation list for acting or temporary assignments, police officers who are eligible to take the promotional examination and chose not to do so shall be added to the end of the list by seniority.
- (f) For the limited purpose of filling acting or temporary assignment(s), police officers with less than the minimum number of years required for the position in the Department shall be eligible for such acting assignment(s). Prior to offering an acting assignment(s) to a police officer with less than the minimum number of years required for the position in the Department, the promotional list must first be exhausted. Once the promotional list has been exhausted, the position will be offered to police officers with less than the minimum number of years required for the position in the Department in descending order of seniority (most senior first).

Section 20.3 A promotional list shall be compiled after the results of said examination are known and the Chief shall make said list available for inspection to the Union and all members of the Department. Said list shall contain the names of those examined, ranked according to the score achieved in said examination.

2019 SEP 30 Am10::35

Section 20.4 All promotional examinations, including for the position of Lieutenant and Deputy Chief shall be composed of a written test and an oral test. After consulting with the Union, the City shall engage an impartial agency for purposes of designing and administering the written and oral test. A passing grade of seventy percent (70%) shall be required in the written portion of the exam for an applicant to be eligible to take the oral portion. A passing grade of seventy percent (70%) is required on the oral exam in order to be placed on the promotional list. The weights for final grade to be given to each portion of the examination shall be as follows:

Written 50%
Oral 50%

Points shall be added to a candidate's final total score based on seniority in the Department as follows: 5 through 10 years of service, 1 point; 11 through 15 years of service, 2 points; 16 through 20 years of service, 3 points; more than 20 years of service, 4 points.

Section 20.5 Promotional lists shall be effective for two (2) years from the date of their publication, after which they shall expire. For just cause, a police officer's name may be removed from a promotional list.

Section 20.6 During the oral testing phase of a promotional procedure, if a police officer is assigned to an acting or temporary position when the test is being conducted, said police officer shall report to the oral testing appointment wearing the uniform and symbols of his/her last permanent rank in the Department if he/she chooses to wear his/her uniform.

Section 20.7 The Chief of Police shall select the candidate for the position from the top three (3) names on the current promotional list. If another promotional position becomes available while the promotional list is still valid, then the City shall select the candidate for the position from the top two (2) remaining names on such promotional list. If another promotional position becomes available while the promotional list is still valid, then the City shall select the remaining candidate from the original top three (3) names from such promotional list.

ARTICLE 21 **LONGEVITY**

Section 21.0 Eligible police officers covered by the terms of this Agreement shall be entitled to receive longevity pay once a year in accordance with the following:

- (a) Police officer with more than five (5), but less than ten (10) years continuous employment: \$450.00.
- (b) Police officer with more than ten (10), but less than fifteen (15) years of continuous employment: \$500.00.
- (c) Police officer with more than fifteen (15) years of continuous employment: \$550.00.

Section 21.1 For purposes of this Article, the years of service of each eligible police officer shall be computed to the police officer's anniversary date as a police officer with the Department.

Section 21.2 Eligible police officer shall receive longevity pay in the first pay period after the police officer's anniversary date as a police officer in the Derby Police Department.

ARTICLE 22

GENERAL PROVISIONS

Section 22.0 Police officers shall not, under any conditions, be required to transport persons who are not police property, when it is known that such persons are suffering from a serious communicable disease.

Whenever it becomes necessary for police officers to be in close proximity to such person, the Department shall provide such police officer with protection equipment and take any other measures that will tend to safeguard the health of the police officer.

Section 22.1 The present practice of the Union being permitted to place notices in the Daily Bulletin and for reading at Roll Call shall be continued.

Section 22.2 If any Article or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid.

Section 22.3 A police officer, who is required to appear during his/her off duty hours in court or any hearing, inquiry, state's attorney's, federal prosecutor's or a magistrate's interview and/or deposition for any reason related to their official duties as a member of the Derby Police Department, shall be paid either four (4) hours of straight time pay or time and one-half (1½) his/her regular hourly rate, whichever is greater, for such period of time provided that it does not overlap scheduled duty hours.

The aforementioned language shall not apply to grievance/arbitration hearings or State Board of Labor Relations hearings, unless the police officer is required or subpoenaed by the City of Derby to attend such proceeding. In the event that the police officer is either requested or subpoenaed to attend a hearing by the Union, the police officer shall be paid in accordance with Article 18, Section 18.2, subsection (b).

Where such police officers also receive witness or any other fees required by law for their attendance, the police officers shall endorse any such monies to the City. The Union agrees to continue the current practice of attempting to obtain any and all witness fees required to be paid to the police officers under existing law. Further, once a police officer learns that he or she is required to attend the hearing, inquiry, deposition, state's attorney's, federal prosecutor's or a magistrate's interview or court trial for greater than one (1) day, the police officer shall notify the

Department's appropriate scheduling personnel of the need for the police officer's continued attendance. The City shall have the option to reassign the police officer to a designated shift covering the hours required for the police officer's attendance during the duration of the his or her required attendance at the proceedings in order to minimize or eliminate the payment of overtime.

Section 22.4 Any police officer serving in an acting capacity for more than two (2) consecutive work cycles shall thereafter be paid at the rate of pay provided for such capacity or position for the duration of said acting assignment.

Section 22.5 No individual (including supernumeraries) shall become a police officer until he or she:

- (a) Meets the POST or its successor's standards for hire, and
- (b) Passes each of the following:
 - (i) Physical fitness examination;
 - (ii) Applicable entry level examinations;
 - (iii) Background investigation;
 - (iv) Polygraph examination, in accordance with state law;
 - (v) Psychological examination;
 - (vi) Medical examination; and
 - (vii) Drug test
- (c) Where applicable, these procedures will be conducted by either an appropriate professional or by an individual certified by POST.
- (d) Notwithstanding the foregoing, nothing herein shall be construed to limit the City's ability to hire current POST certified police officers (lateral transfers). Said lateral transfer police officer's step raises may be waived and said lateral transfers may be paid a Patrolman rate (1-5) commensurate with their previous law enforcement experience, but seniority shall be based on the police officer's actual years of service with the City of Derby police department.

Section 22.6 Effective July 1, 2019, each police officer assigned to the patrol division shall annually use four days (32 hours) of the police officer's sixteen (16) additional days off (for which the police officer is being paid under the 4/2 schedule) for the purpose of attending training for no additional compensation. Said days for training will be taken in four (4) hour increments in accordance with Departmental training guidelines outlined in Section 25.0. For all other mandated or required training, police officers shall be paid a minimum of two (2) hours for the mandated or required training sessions. All training will be paid at straight time rate regardless of hours worked. This section supersedes all other sections that reference overtime pay for training.

Section 22.7 For any supervisory meeting which a supervisor is required to attend, said supervisor shall be paid time and one-half (1%) his/her hourly rate of pay for the actual hours in attendance.

Section 22.8 In the event a police officer is required to attend any schools and or training out of the City of Derby, said police officers shall be supplied with transportation, however, in the event the police officer is required to use his/her own vehicle, the City shall reimburse said police officer at the IRS per mile rate. It is understood that the police officer does not have the option to decide between his private and department vehicle unless the officer waives reimbursement. He/she must seek this information from the training officer prior to attending the school or training.

Section 22.9 - Administrative Leave.

- (a) Effective on the date of implementation of this Agreement, the City of Derby at its discretion and for just cause, may relieve a police officer from active duty for medical reasons, for the safety of the police officer or the safety of the police officers with whom he or she works and/or the safety of the public, and place said police officer on paid "Administrative Leave" with full benefits. The police officer shall be informed of the reason(s) and/or charge(s) for his/her placement on Administrative Leave at the time of the placement. Once verified that the cause is a non-job related illness or injury the police officer shall be charged against his or her sick time.
- (b) Said police officer on Administrative Leave, after being examined by a City appointed physician, which shall be scheduled within ten (10) calendar days and examined within twenty (20) calendar days of assignment to Administrative Leave, may be treated by a physician of the police officer's choosing who shall be paid through the Insurance policies provided in this Agreement until said physician, in writing, releases said police officer to active duty. Said examination shall be scheduled within ten (10) calendar days and examined within twenty (20) calendar days of the findings of the City's physician. Failure by the City to have the initial examination by the City appointed physician within the twenty (20) calendar day limit shall require the City to pay the police officer an average of his quarterly earnings on a weekly basis for the time period during which the City continues to violate the time limits set forth herein until such time as the examination takes place. Additionally, sick time shall not be deducted from the police officer if the examination is not performed in the proper time.

Once the police officer's physician permits the police officer to return to active duty, said medical release shall be submitted to the Chief of Police and/or his designee within ten (10) calendar days from the date said physician's opinion is rendered. The Chief and/or his designee shall have the police officer's physician report scheduled for review by a City physician within ten (10) calendar days after the Chief, and/or its designee, receives said medical release for return to active duty notice from the police officer's physician. Said City physician shall be required to review said police officer's physician's report within ten (10) calendar days after receipt from the Chief and/or his

designee and may, at his/her discretion, examine the police officer prior to making his determination. In the event the Chief, and/or the designee, does not forward the report to a City physician within said ten (10) calendar days, the-police officer shall be permitted to return to active duty.

- (c) In the event the police officer's physician and the City's physician disagree as to when the police officer may return to active duty, the City and the Union shall mutually agree upon a third physician, paid for by the City, and said third physician's findings shall be binding on all parties.

Section 22.10

- (a) Police officers assigned to a law enforcement task force or other outside agency, shall be assigned for a period of twenty-four (24) months, and may be re-appointed one additional twenty-four (24) month period, so that other police officers will have access (on a rotational basis) to such assignments.
- (b) Provided, if a police officer on such an assignment is actively working an investigation and is needed to complete it or for any other reason deemed appropriate by the City at the time the second twenty-four (24) month period expires, the police officer will be allowed to remain for an additional twelve (12) months before having to be rotated out of the assignment, and before another police officer may be assigned in lieu of him/her.
- (c) Nothing herein will be construed so as to preclude the City from removing a police officer due to performance issues or other legitimate reasons,
- (d) This section shall apply to police officers assigned to such positions at the time of the ratification of this Agreement by the parties.

Section 22.11 Information requests forwarded to the Union that amount to under ten (10) pages will be supplied free. Any information requests that exceed ten (10) pages, the Union will pay the City fifteen cents (\$0.15) per page.

Section 22.12 Sergeants are members of the patrol division. Any assignment of a sergeant to a division other than patrol will hold a commitment to the City of a minimum of two years. The filling or renewal of said assignments within each position shall be by rank seniority and sergeants shall work the standard permanent shift corresponding to the division they are assigned to. The chief of police may remove or ban a sergeant from an assignment for cause. Further, if required by the sergeant, the chief may remove the sergeant for good cause shown.

ARTICLE 23 DRUG TESTING

Section 23.0 The City and the Union agree that all police officers and supernumeraries must refrain from the use of illegal drugs at all times, whether on or off duty, and the failure to do so is presumptively a just cause for discipline in accordance with the procedure described in this Article.

"Illegal Drugs" shall be defined as drugs that are considered illegal under state and/or federal law or prescription drugs for which the police officer or supernumerary does not have a valid prescription.

Section 23.1 - Basis for Testing.

- (a) Testing shall be performed upon reasonable suspicion that a police officer or supernumerary is using or is under the influence of illegal drugs or is reporting for duty under the influence of illegal drugs.
- (b) All police officers or supernumeraries shall be subject to random drug testing as defined herein.

Section 23.2 - Reasonable Suspicion. A police officer or supernumerary may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs or is reporting for duty under the influence of illegal drugs.

- (a) Reasonable suspicion must be supported by specific facts which may include, but are not limited to:
 - (i) Reports and observations of the police officer's or supernumerary's drug related activities;
 - (ii) An otherwise unexplained change in their behavior or work performance;
 - (iii) An observed impairment of the ability to perform his or her duties.
- (b) If the police officer or supernumerary is ordered to submit to a drug test, he/she shall be given a brief verbal statement of the basis for reasonable suspicion.
- (c) A written record of the basis for reasonable suspicion testing shall be signed by the supervisor within twenty-four (24) hours and made available to the police officer or supernumerary upon his/her request. However, the testing shall not be delayed to await the written record.

- (d) A superior officer, when making a determination that he/she has reasonable suspicion that a police officer or supernumerary has engaged in substance abuse, shall consult with and receive approval from his /her immediate supervisor prior to ordering the officer to undergo a test. Immediate notification must also be made to the Chief of Police or his/her designee. When a police officer or supernumerary is informed of the supervisory determination to undergo a test, he/she shall be entitled to Weingarten rights and Garrity advisements.
- (e) A police officer tested under reasonable suspicion shall be placed on paid administrative leave pending the results of such test. A supernumerary tested under reasonable suspicion shall be placed on inactive status pending the results of such test.
- (f) The City shall provide training for supervisory officers, but the lack of such training of a particular supervisor shall not prevent his/her determination of reasonable suspicion of substance abuse, unless the lack of training is shown to have undermined the reliability of the determination.
- (g) Under this section, the consequences of a positive test for use of an illegal drug shall be discharge.

Section 23.3 Random Drug Testing shall be administered by a system and method adopted by an outside vendor, a copy of which shall be provided to all police officers/supernumeraries and approved by the Union. Such random testing shall be administered on site, if possible. Neither the City nor the outside vendor is required to provide the police officer/supernumerary with advance notice of the testing. Random drug testing shall be in accordance with applicable state statutes and regulations, as they may from time to time be amended.

Section 23.4 In the event a police officer's drug test reveals use of illegal drugs, the following procedure will apply:

- (a) On the first occasion, the police officer shall be placed on sick leave and commence a rehabilitation program under the supervision of a medical doctor paid for by the police officer's health insurance, if covered, if not covered, by the City. Reinstatement at the end of the treatment period shall be contingent upon the police officer's continuing participation in and completion of the rehabilitation program. Upon reinstatement, the police officer shall submit to drug testing at least monthly for the first twelve (12) months and bi-monthly for the next thirty-six (36) months. A positive test after reinstatement is just cause for discharge and may result in the police officer's discharge. Failure without cause to submit to a scheduled drug test shall be deemed a positive test result and grounds for discharge.

2019 SEP 30 RH10:34

- (b) On the second occasion or in the event the police officer fails to satisfactorily complete the rehabilitation program the police officer shall be discharged.

In the event a supernumerary's drug test reveals use of illegal drugs, the following procedure will apply:

- (c) On the first occasion, the supernumerary shall be placed on inactive status and commence a rehabilitation program under the supervision of a medical doctor paid for by the supernumerary's health insurance, if covered. Reinstatement at the end of the treatment period shall be contingent upon the supernumerary's continuing participation in and completion of the rehabilitation program. Upon reinstatement, the supernumerary shall submit to drug testing at least monthly for the first twelve (12) months and bi-monthly for the next thirty-six (36) months. A positive test after reinstatement is just cause for discharge and may result in supernumerary's discharge. Failure without cause to submit to a scheduled drug test shall be deemed a positive test result and grounds for discharge.
- (d) On the second occasion or in the event the supernumerary fails to satisfactorily complete the rehabilitation program the police officer shall be discharged.

Section 23.5 This Article shall be opened for negotiation in the event changes in applicable law make any aspect of the drug testing program illegal.

Section 23.6 In the event a police officer voluntarily discloses he/she has a problem with drug or alcohol dependency, the police officer shall be immediately placed on sick leave and shall be required to commence a rehabilitation program under the supervision of a medical doctor approved by the City. Reinstatement to employment shall be contingent upon the police officer's satisfactory completion of the rehabilitation program and the police officer's continuing participation in a follow-up program. Upon reinstatement, a police officer with previous drug dependency shall submit to drug testing at least six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months. The police officer must submit to drug testing at the time stated in the notice. Failure to do so shall be deemed evidence of the use of an illegal substance. A positive test after reinstatement is just cause for discharge and shall result in the police officer's discharge.

Section 23.7 All testing shall be conducted accordance with applicable law.

Any disciplinary action taken under this Article, including termination, shall be in accordance with Article 11 Disciplinary Procedures and Privileges, providing, that due process is adhered to and all tests indicate "positive" findings,

ARTICLE 24

PROBATIONARY CANDIDATES

Section 24.0 Any Recruit officer or Police officer who is sponsored by the City of Derby to attend the police academy training who voluntarily leave the Department for employment in a law enforcement agency, at the local, state or federal level, before completing a full thirty-six (36) months of employment following their completion of the training and subsequent employment with the Department shall reimburse the City for any and all hiring, training certification costs and equipment costs. All such candidates shall sign an agreement prepared by the City confirming their reimbursement obligations. The City agrees to save the Union from any action arising out of this Section.

Section 24.1 Upon hire a Police officer candidate will be designated a Recruit officer. Recruit officers shall serve a one (1) year probationary period. The probationary period begins after the recruit successfully completes the Field Training Officer (FTO) program. Upon successful completion, a Recruit officer will be designated a Police officer.

Section 24.2 The probationary period may be extended to a maximum of eighteen (18) months upon mutual agreement of the Union and the City.

ARTICLE 25

MANDATED TRAINING GUIDELINES

Section 25.0 The City shall conduct in-service training sessions, some of which will be mandated in order to meet Departmental and other training requirements. The dates of the training sessions shall be posted at least fourteen (14) calendar days prior to the training session. Any police officer who has previously requested and has been granted time-off prior to the posting of the date of the training schedule shall not be required to attend. The City shall have the responsibility, one time, to reschedule the training of said police officer.

Section 25.1 In the event of sickness or emergency, a police officer may miss mandated training sessions. The City shall be required one time to re-schedule the training for the police officer, either at the station or at an outside agency. If the police officer was to receive pay at a rate of time and one-half (1-½) of his/her usual rate of pay at the training session he/she was absent from, he/she shall receive that rate of pay at the rescheduled training session. If the police officer was to receive pay at the straight-time rate of pay at the training session he/she was absent from, he/she shall receive that rate of pay at the rescheduled training session.

2019 SEP 30 AM10:35

ARTICLE 26 SAFETY AND HEALTH

Section 26.0 Any police officer and/or supernumerary who, in the performance of his duties, suffers a significant exposure (as defined in Conn. Gen. Stat. 19a-581) to AIDS, HIV, hepatitis B or hepatitis C shall be entitled to appropriate testing at no costs to the police officer/supernumerary. Testing shall be by the City's physician or provided through the City's Workers' Compensation program.

ARTICLE 27 WORKERS' COMPENSATION

Section 27.0

- (a) Police officers who are absent from work as a result of a work related injury or illness and who are eligible for workers' compensation benefits may be absent from duty without loss of sick time and with full pay (determined as provided in Section 27(e) below) for up to twenty-four (24) months from the initial date of injury or illness, provided, however, that such full pay shall continue only until the date a police officer has reached maximum medical improvement and is eligible to make application for a disability retirement if such eligibility date occurs sooner than twenty-four (24) months from the initial date of injury or illness.
- (b) When a police officer has been absent from duty due to a work related injury or illness for a period of twelve (12) months the police officer shall notify the City, in writing, as to his/her status, intent, and ability to return to work. Such written notice shall be provided by the police officer within ten (10) calendar days after the expiration of the twelve-month period.
- (c) When a police officer has been absent from duty due to a work related injury or illness for a period of eighteen (18) months, the police officer shall submit to examination by a doctor or other qualified medical professional selected by the City, as and when requested by the City, to determine the police officer's status (including whether the police officer has reached maximum medical improvement) and ability to return to work.
- (d) A police officer's failure to provide the written notice specified in Section 27(b) above, or a police officer's failure to submit to examination by a doctor selected by the City as provided in Section 27(c) above, shall be deemed a voluntary quit.

- (e) The amount of a police officer's full pay, on a weekly basis, shall be an amount that is equal to the police officer's regular straight time weekly wages. The City shall provide a supplemental payment to any police officer who is absent from work due to a work related injury or illness ("Supplemental Payment") in an amount that is the difference between the amount of the police officer's weekly full pay, determined as provided in this section, and the amount of the temporary total disability ("TTD") or temporary partial disability ("TPD") workers' compensation benefits paid to the officer for the week. The Supplemental Payment shall be adjusted, pro rata, for any period of workers' compensation absence that is less than a full week. The parties understand and agree that the Supplemental Payment shall be subject to applicable state and federal taxes. Furthermore, if a police officer's 'TTD or TTP workers' compensation benefits are reduced for any reason, the City's obligation to make the Supplemental Payment shall cease.

Section 27.1 The City shall pay expenses incidental to a police officer's work related injury or illness, including but not limited to medical and hospital expenses, as provided by the Workers' Compensation Act of the State of Connecticut.

Section 27.2 The City has no obligation to continue to employ a police officer who has reached maximum medical improvement and is unable to return to full duty and perform the essential functions of his/her job as a police officer with or without a reasonable accommodation. A police officer must return to full duty within twenty-four (24) months from the initial date of his/her work related injury or illness, or the employment of the police officer will be terminated. However, the police officer may apply to the Board of Police Commissioners for an extension of leave of up to six (6) additional months provided a physician certifies in writing that the police officer will be physically able to return to full duty and perform the essential functions of his/her job as a police officer, with or without a reasonable accommodation, at the end of any extended leave that may be requested. The decision whether or not to grant a police officer's request for an extension of leave shall be in *the* discretion of the Board of Police Commissioners, and shall be final and shall not be subject to the grievance procedure set forth in Article X of this Agreement or any other appeal or review.

Section 27.3 For police officers unable to perform their regular duties as a result of a work related injury or illness and who are eligible for workers' compensation benefits, the City shall only provide such light duty work, if available, which would customarily be performed by a member of the Police Department. The number and type of light duty assignments will be at the discretion of the Chief of Police. The City will make an effort to provide one (1) light duty assignment per shift (first, second and third shifts) as needed. If available, light duty assignments will be filled by seniority. If a light duty assignment is unavailable on a police officer's assigned shift the City may temporarily assign the police officer to another shift.

2019 SEP :30 fim10:35

Section 27.4 Police officers who are unable to perform their regular duties as a result of a work-related injury or illness and who are eligible for workers' compensation benefits shall not be directed to a retraining program offered by the State of Connecticut. This does not infringe upon the City's right to act, once a determination has been made that a police officer has reached maximum medical improvement and is unable to perform his/her duties as a police officer of the Department.

ARTICLE 28

SUPERNUMERARIES

In the event that the City re-establishes the supernumerary program, the following shall be the terms and conditions for such supernumeraries:

Section 28.0 The City recognizes the Union as the sole and exclusive bargaining agent for all supernumeraries who, as a condition of employment, remain members of the Union in good standing, provided the supernumerary is qualified pursuant to the Municipal Employees Relations Act, as amended.

Section 28.1

- (a) The City agrees to deduct from the paycheck of each supernumerary who has signed an authorized payroll deduction card subsequent to the date of this Agreement a sum certified in writing by the Secretary or other authorized official of the Union to be Union dues. These deductions will be made once a month for supernumeraries specified by the City and agreed to by the Union.
- (b) The Union agrees to hold the City harmless from any action taken by a supernumerary or group of supernumeraries as a result of the City's making or failing to make the dues deductions as specified herein.
- (c) Supernumeraries shall be paid on a monthly basis.

Section 28.2 In the event a supernumerary receives no pay on the day which a Union dues deduction is scheduled to be made, no such deduction shall be made for the month for such supernumerary.

Section 28.3 Any police officer who is notified that he/she will be laid off may elect to bump the least senior supernumerary. This provision would permit a police officer to revert to supernumerary status at the police officer's discretion in order to avoid a lay-off.

2019 SEP 30 Hm10:35

Section 28.4 The hours of work for supernumeraries shall be determined by the City, with a minimum of two (2) hours per assignment.

Section 28.5 All assignments shall be made in rotation of the availability of the supernumeraries, Supernumeraries shall be assigned to special assignments determined by the Chief of Police or his designee. Supernumeraries shall not be used as replacements for police officers.

Section 28.6

- (a) Supernumerary wage rates shall be:

July 1, 2018 — June 30, 2024 \$29.52 per hour

- (b) The City shall provide each supernumerary officer with a police clothing and equipment allowance as follows:

July 1,2018	\$500.00
July 1,2019	\$500.00
July 1, 2020	\$500.00
July 1,2021	\$500.00
July 1, 2022	\$500.00
July 1, 2023	\$500.00

This allotment shall be paid directly to each supernumerary at the supernumerary's option or for use as needed for the purchase of uniforms and/or equipment which shall include an off-duty weapon.

- (c) Each supernumerary in the bargaining unit shall be covered by a ten thousand (\$10,000) dollars Life Insurance policy, paid for by the City.
- (d) The City shall reimburse any supernumerary for loss or damage to personal property which is suffered in the line of duty with an amount not to exceed \$250.00. All such claims must be supported by a written report.
- (e) Supernumeraries will be paid a differential of \$1.00 per hour for the hours worked between 4:00 p.m. and 8:00 a.m.
- (a) Supernumeraries with ten (10) or more years of service to the City as a supernumerary at the time of his/her retirement or death, shall receive upon retirement, or death, a one-time cash payment of \$2,000.00 (in the case of death, to his/her beneficiaries or estate, whichever the case may be).

21319 SEP 30 Am10:35

Section 28.7 Supernumeraries shall be required to work a minimum amount of sixteen (16) hours per month (to a maximum of twenty-four (24) hours per month, excluding training). Failure to do so will result in discipline up to and including termination.

Section 28.8 In the event that no police officer is available for Extra Police Work, such work may be offered to supernumeraries.

Section 28.9

- (a) Individuals who were employed as supernumeraries as of November 1, 2009 shall receive ten (10) points to his/her final tests score for police officer tests.
- (b) The City has the right to choose individuals who were employed as supernumerary officers as of November 1, 2009 that have passed the testing procedure over outside applicants regardless of the final test scores. The City may make this choice with respect to each individual opening. If the City opts to skip outside applicants, the individual who was employed as a supernumerary as of November 1, 2009 that ranks highest among the individuals who were so employed as a supernumerary as of November 1, 2009 shall be offered the position first. If the highest ranking former supernumerary refuses the offered position, the City shall recommence the process set forth at the beginning of this subsection (b).

Section 28.10 Supernumeraries who are sponsored by the City of Derby to attend the police academy training who voluntarily leave the Department for employment in a law enforcement agency, at the local, state or federal level, before completing a full thirty-six (36) months of employment following their completion of the training and subsequent employment with the Department shall reimburse the City for any and all hiring, training certification costs and equipment costs. All such candidates shall sign an agreement prepared by the City confirming their reimbursement obligations. The City agrees to save the Union from any action arising out of this Section.

**ARTICLE 29
DURATION**

This Agreement shall be in effect as of July 1, 2018 and shall remain in effect through June 30, 2024, and shall be automatically renewed for succeeding periods of one (1) year, unless either party notifies the other that negotiations are desired to modify, amend or add to the Agreement, for a successor Agreement, in writing, not more than one-hundred eighty (180) or less than one-hundred twenty (120) days prior to the expiration of this Agreement. Upon receipt of such notice, by either party, the parties shall arrange to and shall meet within fifteen (15) days of receipt of such notice, for the purpose of negotiations.

Entered into this 31st day of _____, 2019.

APPROVED BY THE BOARD OF ALDERMEN

The *3914 day of ZArt42, 2019.

FOR THE CITY

**FOR THE POLICE LOCAL 1376, COUNCIL 4,
AFSCME, AFL-CIO**

By: 4-a- [Signature]
Its' Mayor

By: [Signature]
Its' President

By: [Signature]
Its' Chief of Police

By: [Signature]
Staff Attorney, Council 4, AFSCME,
AFL-CIO

2019 SEP 30 At10:35

