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AGREEMENT

between

THE TOWN OF STRATFORD

and

STRATFORD POLICE LOCAL #407

COUNCIL #4, AFSCME, AFL-CIO

July 1, 2017 to June 30, 2021

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PREAMBLE

The Agreement entered into by the Town of STRATFORD, hereinafter referred to as the TOWN, the STRATFORD POLICE LOCAL #407, COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the TOWN and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits, promotions, pensions, discrimination, or any other matters that come within the general meaning of the terms, working conditions, or conditions of employment.

ARTICLE 1 **RECOGNITION**

The TOWN agrees to recognize the UNION as the sole and exclusive representative and bargaining agent for the employees herein defined for the purposes of determining rates of pay, hours of work and conditions of employment. For purposes of this Agreement, the term "employees" shall mean all of the uniformed and investigatory members of the Police Department of the TOWN OF STRATFORD, including the Animal Control Officer, Assistant Animal Control Officer and part-time Assistant Animal Control Officer whose bargaining agreement is incorporated herein as Appendix C, except for the ranks of Deputy Chief and Chief.

ARTICLE 2 **DUES DEDUCTION**

Section 1

- a. All employees within the bargaining unit, as a condition of continued employment, shall either join the UNION and pay all dues and fees levied by the UNION, as required by the UNION, or pay a service fee to the UNION. Said service fee shall be equal to the proportion of the union dues uniformly required of members to underwrite costs of collective bargaining, contract administration, and grievance adjustment.
- b. In the event the dues and/or service fee as indicated above, are not paid by such member in the bargaining unit, the UNION shall certify that fact to the TOWN by certified mail, return receipt requested, and the TOWN shall terminate such employee within thirty [30] days of receipt of such notification by the UNION.

Section 2

These deductions shall be made once a week, on the same pay day of each week as specified by the TOWN, and the TOWN shall remit such deductions to the UNION.

Section 3

The Finance Director shall notify the UNION, in writing, any week that there is any addition or deletion in dues deduction.

Section 4

In the event an employee received no pay on the day on which the UNION dues are deducted, no deduction shall be made for that week.

Section 5

When a member's dues are not deducted by reason of the conditions described in Section 4 of this Article, or by reason of an extended absence from this Department, during which time said employee is not paid, and such member returns to active duty, it shall be the responsibility of the TOWN to reactivate the deduction of his dues.

Section 6

The UNION agrees to indemnify and hold harmless the TOWN for any loss or damages arising from the operation of this Article.

ARTICLE 3 **HOURS OF WORK**

Section 1

The standard work week shall consist of a schedule of four [4] consecutive eight [8] hour days, followed by two [2] consecutive days off, and repeated thereafter, except Lieutenants and Captains who shall continue to work their present schedules and in addition to their scheduled days off shall be granted sixteen [16] compensatory days off per calendar year which days off shall be administered in the same manner as vacation and holiday credits. These sixteen [16] compensatory days are to compensate said Lieutenants and Captains for working in excess of the work week or thirty-seven and one-half [37-1/2] hours per week.

Section 2

Shift hours shall be as follows, except in a justifiable emergency:

The Shift hours of the PATROL DIVISION AND CORPORALS/SENIOR OFFICERS shall be as follows:

a. PATROL DIVISION and CORPORALS/SENIOR OFFICERS:

<u>Shift #1.</u>	11:00 P.M. to 7:00 A.M. 12:00 Mid. to 8:00 A.M.
<u>Shift #2.</u>	7:00 A.M. to 3:00 P.M. 8:00 A.M. to 4:00 P.M.
<u>Shift #3.</u>	3:00 P.M. to 11:00 P.M. 4:00 P.M. to 12:00 Mid.

On Shift #1, there shall be eight [8] cars; on Shift #2, there shall be eight [8] cars; and on Shift #3, there shall be eight [8] cars. The number of cars assigned to each sub-shift, shall be determined by the Chief. Chief or designee can reassign beat cars to other areas in patrol based on need, including putting more than one officer in a car.

The Chief of Police has the right to transfer one [1] car from shift #1 to either Shift #2 or #3, which shall only be done during the shift selection period. The number of cars assigned to Shift #1 shall not be less than seven [7].

Corporal positions will not be filled as current Corporals [as of the date of this Agreement] leave the Corporal rank. Corporal rank will be eliminated once the last of the four current Corporals leaves it. There will be four Senior Officers, at the same pay as the Corporal rank, will be promoted to Senior Officer as the current Corporals leave.

b. PATROL DIVISION SERGEANTS:

1. 11:30 P.M. to 7:30 A.M.
2. 12:00 MID. to 8:00 A.M.
3. 7:30 A.M. to 3:30 P.M.
4. 8:00 A.M. to 4:00 P.M.
5. 3:30 P.M. to 11:30 P.M.
6. 4:00 P.M. to 12:00 MID.

c. PATROL DIVISION LIEUTENANTS:

1. 8:00 A.M. to 4:00 P.M.
2. 4:00 P.M. to 12:00 MID.
3. 12:00 MID. to 8:00 A.M.

The first [1st] and third [3rd] shift Patrol Division Lieutenants shall continue working the five – one split work schedule.

d. PATROL DIVISION CAPTAINS [Saturdays and Sundays Off] there shall be flexible hours:

1. 4:00 P.M. to 12:00 MID.
2. 12:00 MID. to 8:00 A.M.

e. ADMINISTRATIVE and DETECTIVE DIVISION CAPTAINS:
[Saturdays and Sundays Off]

1. They shall work flexible hours.

f. TRAFFIC DIVISION:

1. 7:30 A.M. to 3:30 P.M.
2. 8:00 A.M. to 4:00 P.M.

Notwithstanding the above schedule, there shall be flexible hours within this unit.

g. DETECTIVE DIVISION:

1. 8:00 A.M. to 4:00 P.M.
2. 4:00 P.M. to 12:00 Mid.
3. 9:00 A.M. to 5:00 P.M.
4. 12:00 MID. to 8:00 A.M.

- h. NARCOTICS, VICE AND INTELLIGENCE:
 - 1. There shall be flexible hours within this Unit.
- i. DETECTIVE SERGEANT, NARCOTICS, VICE AND INTELLIGENCE SERGEANT AND DETECTIVE LIEUTENANT:
 - 1. These shall have flexible hours.
- j. COURT LIAISON OFFICERS:
 - 1. The Court Liaison Officer shall have flexible hours, but they shall not exceed thirty-seven-and-one-half [37-1/2] hours per week. For the purpose of callback and orderback, this position is considered as working the second Shift.
- k. The Traffic Lieutenant, Records Lieutenant, and the Training Lieutenant shall have flexible hours, which shall not circumvent call back for patrol lieutenants.
- l. ANIMAL CONTROL OFFICER
Monday through Friday - 8:00 A.M. to 4:00 P.M. with one half [1/2] hour for lunch making a thirty-seven-and-one-half [37-1/2] work week.
- m. ASSISTANT ANIMAL CONTROL OFFICER
Tuesday through Friday - 12:00 Noon TO 8:00 P.M. and 9:00 A.M. to 5:00 P.M. on Saturday with one-half hour [1/2] for lunch making a thirty-seven-and-one-half [37-1/2] hour work week.
- n. EVIDENCE OFFICER
7:00 AM to 3:00 PM – Monday through Thursday and 7:00AM to 12:30 PM Friday.
Notwithstanding the above schedule, there shall be flexible hours within this assignment.

Section 3

A Lieutenant or a Captain shall be scheduled to work and be working on all Shifts, however, in the event a callback is required, a Lieutenant shall be called back and Captains shall not cover for Lieutenants. If a Captain is regularly scheduled to be off-duty and a vacancy exists, that is, that neither a Captain or Lieutenant is working, then, in that case, the Lieutenant is called back.

- 1. One [1] Lieutenant in the Detective Bureau shall be permitted off on-vacation at any one time.
- 2. One [1] Lieutenant in the Patrol Division, on the day shift, shall be permitted off on vacation at any one time, providing there are a minimum of three [3] Lieutenants assigned to the day Shift.
- 3. One [1] Commanding Officer shall be permitted off on vacation at any one time in the Patrol Division on the remaining Shifts. A Commanding Officer is considered as Captains and Lieutenants.

When two [2] Commanding Officers in the Patrol Division are scheduled to be on-duty one [1] shall be allowed to take a day-off on a holiday credit, vacation day, absentee credit, or compensatory time, on a single day basis, as long as such time off shall be submitted a minimum of six [6] hours prior to the start of that shift.

One [1] Lieutenant shall be allowed to take a day-off on a holiday credit, vacation day, absentee credit, or compensatory time, on a single day basis, on any shift in the Detective Bureau.

When three [3] Lieutenants in the Patrol Division are scheduled to be on-duty two [2] shall be allowed to take a day-off on a holiday credit, vacation day, absentee credit, or compensatory time, on a single day basis, as long as such time-off shall be submitted a minimum of four [4] hours prior to the start of that shift.

For purposes of this Section, a Commanding Officer shall still be considered on the schedule when he is out sick one [1] to three [3] days.

When a Commanding Officer is out sick more than three [3] consecutive days, he is not considered "scheduled" in order to get single vacation days off, holiday credit or compensatory time off.

When a Patrol Lieutenant is the only shift commander scheduled, he [she] shall be allowed to use time off that would create shift commander callback without taking a full weeks vacation, on no more than two [2] occasions per year, except however, this provision does not apply to New Years Day, Thanksgiving Day or Christmas Day.

In exceptional circumstances, the Chief/Deputy Chief, may grant exceptions to the above by permitting additional men off. For emergency or extraordinary circumstances, the time limits would be waived.

Section 4

SHIFTS, POSTS AND ASSIGNMENTS:

- A. Shift assignments shall be based upon seniority bid in the months of March and September with the bid schedules effective each April and October, it being understood that the Chief retains the authority to assign an employee to another shift for just cause. The assignment to the Sergeant and Lieutenant positions in the Investigative Unit, and assignments to the Lieutenant positions in the Traffic, Records and Training Divisions shall be made by the Chief of Police and shall continue at the discretion of the Chief of Police, except that this provision shall not apply to the sergeant position in the Investigative Division until, the sergeant presently assigned therein vacates his position or retires, whichever is sooner.

The Lieutenant positions in the Patrol Division shall be selected on a seniority basis. The Shift selection procedure for the Lieutenant positions in the Patrol Division shall be selected on a seniority basis. The shift selection procedure for the Lieutenant positions in the Patrol Division shall be the same as other bargaining Unit members with the

exception that the Lieutenants in the Patrol Division shall have the right of refusal of any assignments in Section 4, this Article.

- B. The assignment of the Captain positions to Administrative and Detective Captain's positions shall be made by the Chief of Police, and shall continue at the discretion of the chief, however, upon the completion of these assignments the Captain's in the Patrol Division shall be selected upon a seniority basis. The Shift selection procedure for the Captains' positions in the Patrol Division shall be selected on a seniority basis and shall be the same as other bargaining unit members, with the exceptions as listed below. The Patrol Captains shall have the right of refusal of assignment to the Administrative and Investigative positions.

The parties recognize that the principal factors in the Lieutenant and Captains assignments are the efficiency and integrity of the Police Department. Such assignments, by the Chief of Police, may be subject to the grievance procedure; provided, however, that the decision at the Town's Mayor or designee step shall be final.

At any time, regardless of the Shift selection procedure, the Chief of Police may reassign any Lieutenant to any of the Lieutenant positions in the Investigative, Traffic, Records and Training Divisions. In the event that a Lieutenant is selected from the Patrol Division, a new Shift selection procedure shall be initiated.

In the event of a bargaining Unit member working in excess of the normally scheduled work week, or in excess of eight [8] hours in one [1] day, because of the Shift selection process, he or she shall not be entitled to the overtime as outlined in Article 5, Section 1, Overtime.

- C. **SHIFT SELECTION AND HOURS OF WORK OF UNION PRESIDENT:**
In the event the Union President is assigned to the Patrol Division, or any other Division, where his hours of work are other than flexible, he shall have the right of super seniority for selection of shifts as described in Article 3, Section 4.

A President assigned to a Division with a flexible schedule shall be allowed to adjust his schedule to the day shift, for the purpose of attending meetings involving the Town and Union affairs. Two [2] days notice shall be given by the Chief, or the Town, prior to the scheduling of departmental hearings, grievance hearings, arbitrations, disciplinary hearings and negotiations.

Section 5

- A. **RIDER PLACEMENT:**

Rider Placement shall be at the discretion of the Lieutenant, Captain, or Shift Commander, taking into consideration the efficiency of the Police Department, the needs of the public and the safety of the Police Officers. However, such assignments shall not be made in an arbitrary manner without due consideration to the above factors. Any

dispute concerning the application of this Section shall be subject to the grievance procedure, beginning at the Chief of Police Step.

- B. On April 1st and October 1st of each year the assignment shall be done by bid amongst all officers assigned to each shift. Seniority shall prevail. The swapping of posts is allowed so long as it is not longer than 14 days. Officers may bid for a car and seniority should control.
- C. The designation of the geographical boundaries of posts shall be the sole prerogative of the Chief, or in his absence, the Deputy Chief.
- D.
 - 1. Probationary Officers FTO Training [Stage 1]
All new probationary officers shall receive at least one [1] month of on-the-job training, following graduation from the police academy, and prior to being placed into the schedule. Such training shall be under the FTO program and shall not exceed three [3] months.
 - 2. Probationary Officers Training [Stage 2]
Upon completion of the FTO program, all probationary officers shall rotate through the patrol shifts, prior to being placed into the schedule. The length of assignment per shift shall be determined by the training division and shall not exceed three [3] months. During this training period such probationary officer shall not be allowed to work specials, and shall not be considered part of manning. Employees on probation shall not work extra duty or specials for six months after the completion of their FTO period.
- E. For purposes of this Article, there shall be no difference between Corporals/Senior Officers and Police Officers.

Section 6

See Section 2a. above.

ARTICLE 4 WAGES

Section 1

Effective and retroactive to July 1, 2017, wages shall be increased by 2.5%; effective July 1, 2018, wages will be increased by 2.5%; effective July 1, 2019, wages shall be increased by 2.5%; and effective July 1, 2020, wages shall be increased by 2.5%.

Section 2

In the event an employee is assigned to work in a classification higher than his or her own classification, such employee shall be paid at the next higher step in the salary range for the higher classification in which he or she serves in an acting capacity, as well as all benefits of the higher rank.

Section 3

- a. Effective upon ratification of this Agreement, clothing allowance for all uniformed employees shall be \$475.00 per year, payable by the Town on behalf of the employee, on the Town's account, at approved uniform vendors or suppliers. The only uniform and clothing items that may be purchased are detailed in the uniform policy per department policy manual.

Effective upon ratification of this Agreement, the annual maintenance and cleaning allowance for each uniformed employee shall be \$650.00 per year, payable on the pay period following April 1 of each year.

- b. The annual clothing allowance for each non-uniformed or detective division employees shall be \$475.00 per year, payable after submission to the department by the employee of "proof of purchase" receipts. The only uniform and clothing items that may be purchased are detailed in the uniform policy per the department policy manual.

The annual maintenance and cleaning allowance for each non-uniformed employee shall be \$650.00 per year, payable on the pay period following April 1 of each year.

- c. All newly hired uniform employees shall receive a clothing allowance of One Thousand [\$1,000.00] dollars upon the date of hire, payable by the Town on behalf of the employee, on the Town's account, at approved uniform vendors or suppliers, and is subject to applicable taxes. The only uniform and clothing items that may be purchased are detailed in the uniform policy per the department policy manual.
- d. All newly hired uniform employees hired between January 1st and the first pay period following April 1 of each year, shall receive the annual maintenance and cleaning allowance of \$475.00 for his/her first year of service with the Department, and is subject to applicable taxes.
- e. The clothing allowance and the annual maintenance and cleaning allowance for the Animal Control Officer and the Assistant Animal Control Officer shall be as stated in Section 3(a) above and shall be fully applicable to the Part-Time Assistant Animal Control Officer.
- f. There shall be no carry over of any unused portion of an employee's uniform allowance from one year to the next. Any exception to the above must be approved by the Chief of Police and the Human Resources Director.

Section 4

All new hires will receive their first step increase six [6] months after their date of hire. All step increases thereafter are effective April 1st of each year until employees have reached the top of their respective salary ranges. Sergeants and Captains shall receive their step increase upon the third year anniversary date of their promotion to the rank of Sergeant or Captain.

All step increases for Detectives shall be awarded upon their 3rd year anniversary date of their promotion to the rank of Detective.

ARTICLE 5 OVERTIME

Section 1 DEFINITIONS

Contract Overtime

Contract overtime is defined as overtime paid at time and one-half [1-1/2] for all hours, or any portion thereof, in excess of eight [8] hours per day or in excess of the regularly scheduled work week.

FLSA Overtime

FLSA Overtime is defined as overtime paid at the rate of time and one half [1 ½] for all hours actually worked or a portion thereof, in excess of forty-three [43] hours per work period in compliance with FLSA requirements.

For purposes of this definition, time worked shall include only that time spent on duty as provided by the Fair Labor Standards Act [FLSA], and shall not include any uncompensated periods or time which is compensated but not actually worked, including but not limited to vacation, sick leave, compensatory time-off, Union business leave, bereavement leave, or any other paid leave of absence.

Regularly Scheduled Work Week

The regularly scheduled work week[s] for all divisions and assignments are defined in Article 3.

The Work Period

The Stratford Police Department in compliance with FLSA requirements has adopted a forty-three [43] hour work period for FLSA overtime purposes.

Section 2

Duplication of Overtime

There shall be no duplication or pyramiding of overtime, so that overtime paid on one basis shall not be paid on another basis. In no event shall payment be made of both Contract overtime and FLSA overtime pay for the same hours worked. Employees who receive paid time off during a work period, shall not receive FLSA overtime unless they have actually worked in excess of forty-three [43] hours for that work period.

Section 3

Authorization of Overtime

Overtime shall be authorized by the Commanding Officer for any officer above the rank of Sergeant. For the rank of Captain, overtime shall be approved, in advance, by the Deputy Chief or Chief, with the exception that, in the event of an emergency, neither the Chief or Deputy Chief is available.

Section 4

Overtime Hourly Rate

- A. For purposes of computing an hourly rate for contract overtime the annual salary shall be divided by 1950 hours.
- B. For purposes of computing an hourly rate for FLSA overtime the employee's annual salary, plus any applicable night bonus paid, longevity bonus paid, and/or attendance bonus paid, shall be counted and divided by the annualized work period hours of two thousand two hundred thirty-six [2,236].

Section 5

Extended Tours

Employees shall be compensated for any extended tour of duty which exceeds fifteen [15] minutes, in which case, the overtime shall be computed from the final hour of his regular tour of duty and figured to the nearest quarter [1/4] hour.

Section 6

Compensatory Time

The employee shall have the option of money or compensation time off. This time off [compensatory time] shall be subject to the provisions and to the procedures outlined in Article 7, Section 3, and shall not exceed 256 hours per calendar year. If the employee opts to take compensatory time, it shall be at the rate of time and one-half [1-1/2] and shall be used in minimum multiples of two [2] hours, unless it effects the minimum manning levels, in which case the minimum multiple shall be four [4] hours. When using compensatory time to work on an overtime or callback, an employee must be paid in cash for all hours credited and all accrued compensatory time shall be cashed out in each December.

Section 7

Minimums

- a. A six [6] hour minimum shall be paid when an employee is ordered to perform duty on a regular day off, in the event an employee is ordered to perform duties a second time on a regular day off he shall also receive a six [6] hour minimum for the second order back. Such minimum shall be at time and one-half [1-1/2] rate.
- b. A four [4] hour minimum at time and one-half [1-1/2] shall continue to be paid for all voluntary overtime performed on a regular day off, any call back or order back overtime performed on New Years Day, Thanksgiving Day, or Christmas Day shall be paid at double [2] time the hourly rate.

- c. A four [4] hour minimum shall be paid when an employee is required to return to duty on a regular working day. This shall be at time and one-half [1-1/2].
- d. Animal Control Officer, Assistant Animal Control Officer, and Part-time Animal Control Officer are not covered under the FLSA overtime requirements described herein.
- e. EXCEPTIONS:
 - 1. The minimums provided for in items a.), b.) and c.) shall not prevail on overtime assignments when the duty is necessary to concluding an investigation that started prior to the conclusion of the employee's regular tour of duty or when he is ordered to continue on duty.
 - 2. The minimums provided for in items a.), b.) and c.) shall not prevail for the time given to attend in-service training sessions. In each case, employees shall be paid for not less than two [2] hours at time and one-half [1-1/2].

Section 8

STAFF MEETINGS FOR ALL RANKS:

Compensatory time only, shall be accrued at the time and one-half [1-1/2] rate for each hour of attendance, to a maximum of forty [40] hours of meetings, per individual, per calendar year. Said compensatory time shall be utilized in such a manner as not to create a callback or carried over into the following calendar year, at which time any unused compensatory time shall be cashed out in accordance with Section 6 of this Article. Subsections of a.), b.) and c.), of Section 7, of this Article, shall apply.

Section 9

Holdover

In the event of a vacancy at the beginning of a shift, an employee shall be held over from the previous shift for one [1] hour to fill this vacancy.

Holdover shall be on a rotating basis by inverse seniority and the number of holdovers. This one [1] hour holdover shall not be subject to the minimums described herein.

Any officer who is held over and then accepts a callback to fill a vacancy on the same shift shall be compensated as specified in Article 5, Section 7, Overtime. If an officer who has not been held over accepts a callback, this callback shall be considered a four [4] hour or eight [8] hour callback and compensation shall be as specified in Article 5, Section 7, Overtime.

For the Animal Control Officer the procedure to follow for callback on overtime shall be alternate callbacks depending on who was last recalled, however, the Animal Control Officer and Assistant Animal Control Officer, may mutually agree to be called otherwise by notification to the Desk Officer.

Section 10

Court or Motor Vehicle Hearings

All employees covered under this Agreement shall be paid at the rate of time and one-half [1-1/2] their hourly rate for any time spent in the Court or at Motor Vehicle Hearings on their off-duty time, relating to their official capacity as an employee of the Stratford Police Department, less any compensation paid by the Court. Said time shall be computed by using Court time plus one-half [1/2] hour.

Whenever an employee is off duty and subpoenaed, summoned or otherwise required to appear in state or federal court or before an administrative agency for a criminal or civil matter which arose in connection with his/her employment with the Town including deposition testimony, the Town shall compensate such employee at the rate of time and one-half [1-1/2] their hourly rate less any witness fee received. Any Court appearance, other than by subpoena, must be approved by the Chief of Police.

Section 11

Compensatory Time Beneficiaries

In the event of the death of an employee, the spouse or the designated beneficiary of the employee shall receive a sum of money that is equal to the number of compensatory days due such employee times the regular rate of pay received by such employee at the time of his death. In the event that there is no spouse or designated beneficiary, payment shall be made to his/her estate.

ARTICLE 6 **EXTRA DUTY WORK**

Section 1

Payment for all Extra Duty Work shall be two dollars [\$2.00] per hour above top grade Police Officer's hourly rate of pay, rounded off to the nearest twenty-five cents [\$.25], payable at time and one-half [(top grade officer rate + \$2.00) x 1.5] with a minimum of four [4] hours per assignment for all Police Officers. A Supervisor will be required when the detail consists of five [5] or more Police Officers.

All Extra Duty Work for a Supervisor shall be two dollars and fifty cents [\$2.50] per hour above the top grade Police Officer's hourly rate rounded off to the nearest twenty-five cents [\$.25] payable at time and one-half [(top grade officer rate + \$2.5) x 1.5] with a minimum of four [4] hours per assignment.

This provision shall be effective upon ratification of this agreement, and does not apply to any job performed for the Town of Stratford or any of its departments or divisions.

Section 2

All assignments of roadwork or traffic control performed for utility and construction companies or any other vendor shall be paid at the rate of time-and-one-half for all assignments performed Monday through Friday between the hours of 0700 and 1700. All roadwork or traffic control assignments performed for utility and construction companies or any other vendor [road work

only] shall be paid at double time for all other weekday hours [1700-0700], all holidays, Saturdays and Sundays. This provision shall be effective upon ratification of this agreement.

Section 3

There shall be no requests for individually named officers honored by the Department. There shall be no limit to the amount of extra police job assignments per employee provided there shall be only one such assigned per each phone call and provided further that the systematic phone calls are complied with.

Section 4

Nothing herein contained shall be included in earnings definitions for the purpose of pension computations except for extra duty performed for the Town.

All payment for Extra Duty work shall be paid by the Town through the Town of Stratford's payroll system on a bi-monthly or weekly basis and the Town shall make all required payroll deductions [state tax, federal tax and Medicare].

Any extra duty work hours shall not count for purposes of contract overtime worked for the department, or FLSA overtime hours worked for the department.

Section 5

The Extra Duty work rate billed to contractors /customers / companies, by the Town shall be five dollars [\$5.00] per hour above the rate specified in Section 1.

Town agrees to supply an accounting to the Union semi-annually as to the revenue received by the Town as the result of (a) the administrative fee for the officer and (b) the administrative fee for the car.

ARTICLE 7 **HOLIDAYS**

Section 1

Each employee shall receive thirteen [13] holiday credit days off in each calendar year in lieu of the following thirteen [13] legal holidays:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Christmas Day	

Section 2

The holidays as listed in Section 1, this Article, are guaranteed even though an employee is on vacation.

Section 3

The granting of holiday credits, vacation and compensatory time days off shall be administered as follows: For all ranks below the rank of Captain in the Patrol Division must give at least four [4] hours notice prior to the start of their shift. Captains may take vacation time, holiday credits, or compensatory time, when it is requested.

PATROL OFFICER:

- a. Four [4] officers shall be allowed off on shifts #1, #2, and #3, when the police boat is out of service. When the police boat is in service, three [3] officers shall be allowed off on shifts #1, #2 and #3.
- b. Additional officers shall be granted time off at the second roll call of Shifts #1, #2 and #3, providing that this time off does not put the shift below minimum manpower. Such time off shall be charged in four [4] or eight [8] hour increments.

Section 4

At the time of retirement, a bargaining unit member shall be compensated for any earned, but not used, holiday credits as severance pay.

Section 5

In the event of the death of a bargaining unit member, the spouse or designated beneficiary of the bargaining unit member shall receive compensation in money of any earned, but unused, holiday credits. In the event that there is no-designated beneficiary, such payment shall be paid to the employee's estate.

ARTICLE 8 VACATIONS

Section 1

The vacation period shall extend from January 1st through December 31st. The Chief shall have authority to grant exceptions to this Section.

All employees covered under the bargaining unit shall have the option of carrying not more than twenty [20] days of vacation time into the following calendar year. Upon retirement or resignation a maximum of ten [10] carryover vacation days may be cashed in.

Section 2

The following vacation schedule shall be in effect:

<u>YEARS OF SERVICE AS OF DECEMBER 31ST</u>	<u>AMOUNT OF VACATION</u>
Under one [1] year	One [1] full day for each full month, not to exceed five [5] working days
One [1] Years, but less than seven [7] years	10 Working Days
Seven [7] to eight [8] years	15 Working Days
Nine [9] years	16 Working Days
Ten [10] years	17 Working Days
Eleven [11] years	18 Working Days
Twelve [12] years	19 Working Days
Thirteen [13] years	20 Working Days
Fourteen [14] years	21 Working Days
Fifteen [15] years	22 Working Days
Sixteen [16] years	23 Working Days
Seventeen [17] years	24 Working Days
Eighteen [18] years	25 Working Days
Twenty-three [23] years	26 Working Days
Twenty-four [24] years	27 Working Days
Twenty-five [25] years	28 Working Days

Section 3

Any employee who is entitled to vacation leave at the time of the employee's retirement shall receive vacation pay in lieu of such vacation leave.

Section 4

A vacation week shall consist of four [4] to five [5] working days depending upon the bargaining unit member's scheduled work week, however, a vacation week shall run Monday to Sunday in order for Sections 6 and 7 to prevail.

Section 5

In the event of the death of a bargaining unit member, the spouse or designated beneficiary of the bargaining unit member shall receive a sum of money that is equal to the number of vacation days due such bargaining unit member times the regular rate of pay received by such bargaining unit member at the time of the employee's death. In the event there is no spouse or designated beneficiary, payment shall be made to the employee's estate.

Section 6

- a. Vacations taken between the months of April 1 through September 30, seniority shall prevail providing such vacation weeks is applied for and approved by April 1.
- b. Vacations taken between the months of October 1 through March 31, seniority shall prevail providing such vacation week[s] is applied for and approved by September 1.

This Section shall be subject to regulations in Article 7, Section 3, [a] and [b] of this Agreement.

Section 7

In order for a vacation week to supersede a single vacation day, holiday credit, or compensatory day off, the request for such vacation must be applied for at least fourteen [14] days prior to the date such single compensatory day shall be taken.

ARTICLE 9 **SICK LEAVE**

Section 1

Effective upon ratification of this agreement by Town Council, all employees shall earn one and one quarter [1.25] days of sick leave for each month of service up to a total of fifteen [15] days per year to a maximum of accrual of 243 days. Effective upon ratification of this agreement by Town Council, employees who have unlimited sick leave as of March 1, 2015 shall receive a startup bank of one hundred eighty [180] days. All employees are eligible to receive a lump sum cash payment of seventy [70] days of unused sick leave paid at their current rate of pay upon retirement provided they have completed twenty [20] years of service, unless they retired due to a service related disability with less than twenty [20] years. The sick leave payout shall not be included in any pension calculation.

Section 2

Employees hired on or after the effective date of this agreement are only eligible to receive the sick leave plan described above in Section 1 however, without any startup bank.

Section 3

In the event a bargaining unit member is taken ill during his vacation period or is hospitalized, the bargaining unit member shall be given the option of changing his vacation to sick leave providing a doctor's certificate verified the bargaining unit member's sickness. Re-scheduling of the vacation shall be under existing policy for vacation and seniority shall not prevail.

Section 4

The following shall continue in effect:

- a. All sick-leave and non-service-connected injury leave is to be used only when genuinely needed and any misuse or abuse of this leave will not be countenanced by the Town.
- b. Should the Town believe that an employee has misused or abused sick leave then it may discipline that employee subject to the just cause discipline standards outlined in Article 15 herein.

Section 5

When it is required of the employee to have a physician's form completed, the attached form, APPENDIX D, shall be completed and submitted.

Section 6

A medical certificate shall be obtained if an employee is absent for four [4] consecutive work days. The employee shall be seen by a doctor by the fourth [4] day and deliver, or cause to be delivered, by the fourth [4] day a medical certificate signed by a physician, physician's assistant or nurse practitioner to his supervisor.

Any physician's form not submitted upon an employee's return to work must be submitted within a timely manner thereafter, but in no event later than seven [7] days from the first day of the employee's absence.

It is understood that in the case of a workers' compensation injury leave the medical certificate must be signed by a physician or physician's assistant.

A medical certificate shall also be obtained by an employee who is absent following an overtime assignment of four [4] hours or more.

Failure to comply with the above time limits shall result in the employee not receiving sick leave pay.

Section 7

An employee who is absent due to illness or injury on the last day of his or her work cycle shall be removed from the voluntary callback list for his or her regular two [2] days off, or until he or she has worked the first day of his or her cycle.

Section 8

Employees who maintain perfect attendance during the first quarter of the calendar year, or any quarter of the calendar year, shall earn a day off, with pay, for each quarter. Employees who earn all four [4] days shall receive a bonus one [1] day of paid leave. Leave for perfect attendance shall be used in the same manner as vacation leave. Any unused leave may be carried over to the following year, at which point it shall be cashed out on the second pay period of January. Perfect attendance shall be broken by any use of sick leave, injury leave [workers compensation] or unpaid leaves of absence. Perfect attendance shall not be broken by use of bereavement leave.

Section 9

Gift Days

Employees who have accumulated sick leave may gift to other employees sick leave days from their sick leave bank [bank days only] if the recipient has exhausted his/her sick leave bank/days. Gift days cannot be used for any cash out purposes. The recipient of gift days must be on extended sick leave/illness. Employees who retire may not gift any of their unused sick leave days. In no event may an employee using gifted sick leave days remain on sick leave in excess of one [1] year and one [1] day.

Section 10

Under no condition shall an employee remain on sick leave [paid or unpaid] for more than one [1] year and one [1] day.

Section 11

- a. Light duty work assignments shall be used as a means for an employee to recover from an injury or illness that the employee's or Town's doctor has indicated is not a permanent disabling injury or illness, and further provided that the employee's or Town's doctor has indicated that said employee can work a light duty work assignment.
- b. The Town shall not use light duty work assignments as a reason or means for refusing an employee a disability pension. Any employee who has been refused a disability pension shall not be placed in a light duty work assignment.
- c. Any employee in a light duty assignment shall not work any overtime or extra duty work assignments.
- d. Light duty work assignments per employee shall not exceed one hundred eighty [180] calendar days every 24 months, except employees disabled due to pregnancy or childbirth shall not be limited to said one hundred eighty [180] calendar days.
- e. No more than six [6] employees shall be assigned light duty work assignments at any one time.
- f. Any disagreement between the Town's and employee's doctors shall be submitted to a doctor mutually agreed to by the parties for a recommendation. The expenses of the mutually agreed upon third doctor shall be paid for by the Town.
- g. Light duty work assignments shall not count against calculations for determining perfect attendance days.
- h. Light duty work assignments, and the shifts they shall be on shall be determined by the Chief of Police. Any employee assigned by the Chief of Police to a light duty work assignment who is normally eligible for shift premium shall continue to receive shift premium for the duration of the light duty work assignment.

ARTICLE 10 **PENSION**

Section 1

The current pension plans, known as Plans A and B, between the Town of Stratford and the Union are subjects of separate collective bargaining agreements.

- a. Employees hired after July 1, 2010 shall not be eligible to participate in the Town of Stratford's Police Department Pension Plans, Plans A and B ["the Pension Plan"] and shall only participate in the Town's defined contribution 401(a) plan. The Pension Plan

will be amended accordingly to provide for a Plan C for employees hired after July 1, 2010.

- b. Employees hired after July 1, 2010 shall not be eligible to receive the annuity payment provided in the Pension Plan, Plan B, Section 13. The Pension Plan will be amended accordingly.

Employees hired subsequent to July 1, 2010 [Plan C] who have 25 years of continuous service are eligible to receive retiree medical insurance. The retiree medical plan is subject to change in the future as the medical plan changes for active employees through collective bargaining.

Retirees through Medicare eligibility who are members of Plan C shall pay the same premium share contribution as active employees, which is subject to change as the premium contribution changes for active employees. Retirees are eligible to receive a Medicare Supplemental Plan once they are eligible for Medicare. Retirees shall contribute the same premium share for the Medicare Supplement Plan as active employees pay, subject to any increases for the active employees. Dependent coverage is unchanged [the Town pays 50% of the premium cost for eligible dependents].

New hires will receive an annuity payment in lieu of Social Security. The terms of this section relative to the annuity payment controls over any conflicting terms contained in the TA signed 1/14/11.

ARTICLE 11

AUXILIARY INSURANCE

Section 1

The Town shall provide the following insurances for each employee and his/her enrolled dependents as detailed below. The monthly costs shall be paid for by the Town and the employee as further detailed below:

- a. Effective July 1, 2017, the Town shall provide a High Deductible Health Plan ["HDHP"]. The Plan shall provide medical and prescription coverage based on the \$2,000/\$4,000 deductible as summarized in Appendix B.
 - i. Effective July 1, 2017, upon completion of deductible, prescriptions are covered to an unlimited maximum by a three tier co-payment structure \$5 Generic/\$25 Brand/\$40 Non-Listed Brand for 30 day retail supply and \$10 Generic/\$50 Brand/\$80 Non-Listed Brand for 90 day mail supply.
 - ii. Town of Stratford will establish a banking relationship and a covered employee may open a health savings account ["HSA"]. Effective July 1, 2017, the Town shall contribute fifty [50%] percent and the employees pay fifty [50%] percent towards an HSA. The Town's share of the HSA will be made as soon as practicable after July 1 but no later than July 16 each year.

- b. The Connecticut Blue Cross full service family Dental Plan or an equivalent full service family Dental Plan [See Appendix G] with Rider C and Rider D, with a \$600.00 lifetime maximum benefit administered by the insurance company. Additionally, the Town shall supplement the lifetime maximum benefit and self administer the reimbursement for up to \$1,500.00 lifetime maximum benefit.
- c. Employees shall contribute the following payments per month, payroll deducted weekly, towards the cost of the above-named insurance benefits:
 - i. Effective upon ratification, employees shall pay fourteen [14%] percent of the cost for the HDHP medical, prescription plan and dental plan.
 - ii. Effective July 1, 2018, employee shall pay fourteen [14%] percent of the cost for the HDHP medical, prescription plan and dental plan.
 - iii. Effective July 1, 2019, employee shall pay fifteen [15%] percent of the cost for the HDHP medical, prescription plan and dental plan.
 - iv. Effective July 1, 2020, employee shall pay sixteen [16%] percent of the cost for the HDHP medical, prescription plan and dental plan.
- d. It is agreed that the Town, at its option, may change insurance carriers provided the benefits and procedures are equal to or better than the above insurance.
- e. The Town will make an I.R.C. Section 125 plan available to all employees. Effective January 1, 2004, the Town will establish a Reimbursement Account plan [the "RA Plan"] for the purpose of enabling eligible employees to divert a portion of their gross salaries, prior to reduction for federal income taxes, by the minimum and maximum amounts allowed by law per Plan Year for Health Reimbursement, and by the minimum and maximum amounts allowed by law per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur which are not covered by the Medical or Dental Plans described in this Agreement, including but not limited to their share of the premium costs for such Plans. The following provisions will apply:
 - 1. Each employee desiring to participate in the RA Plan must apply for participation and enroll by submitting completed forms provided by the Town 30 days prior to January 1st of each Plan Year in which he/she desires to participate.
 - 2. Each employee accepted as a participant in the RA Plan must, 30 days prior to January 1st, inform the Town in writing of the amount he/she wishes to contribute to the Account during the Plan Year. [The minimum and maximum contributions shall be the amounts established by law for such contributions] Said payments shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that Plan Year.

3. As a condition precedent to the establishment of an account under the RA Plan, the employee must submit to the RA Plan Administrator, on forms approved by the Town, written authorization for the Town to deduct from his/her salary, the amounts to be diverted to his/her RA Plan Account, which shall be the same amount from each paycheck issued during the Plan Year.
4. If the employment of an employee terminates for any reason while he/she is a participant in the RA Plan, the employee will be permitted to withdraw the unencumbered balance from his/her RA Plan Account.
5. Unexpended balances in each RA Account at the end of each plan year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description. It is intended that the RA Plan shall be interpreted, whenever possible, to comply with such terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any Plan Year, that the RA Plan may fail to satisfy any non-discrimination requirement if imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate under rules uniformly applicable to similarly situated participants. At this time, the RA Plan as outlined meets all code requirements.

f. Health Insurance Waiver

Effective January 1, 2004 employees may elect to waive the health insurance coverage provided by this agreement. Any employee who elects to waive health insurance coverage must produce proof of other health insurance coverage. Employees who elect to waive health insurance coverage shall be eligible to receive a reimbursement from the town equal to the percentage premium cost share for the coverage they would have paid under Article 11, Section 1(c), and shall not exceed the maximum annual payments described herein. The Town shall reimburse the employee the co-payment amount in the second payroll period in December.

Effective July 1, 2017, no-waiver will be paid to any employee who is receiving coverage under a Town plan through a spouse or relative. The current employee as of July 1, 2017, who would be ineligible to receive the waiver payment will be grandfathered.

Section 2

The Town shall, on behalf of each employee, continue to contribute an amount equal to the employer's payment under Social Security, for the same salary as that received by such employee to the Disability and Annuity Plan presently covering employees in the bargaining unit and such employee shall contribute to said plan an amount which matches the Town's contribution on said employee's behalf to the Annuity and/or Medicare.

For those employees hired on or after July 1, 1989, 1.45% of the employees wages shall be subtracted from the amount paid by the employer and the employee to the annuity.

Section 3

Upon ratification of this agreement the Town shall provide and pay for a Group Life Insurance Policy for each member which will pay the beneficiary or said employee one and a half [1-1/2] times the employee's Base Salary to the nearest \$1,000 to a maximum of one hundred thousand [\$100,000] dollars with a double indemnity clause in the event of accidental death.

ARTICLE 12 **SENIORITY**

Section 1

Seniority with the Stratford Police Department shall commence from the date that the employee was hired as a regular full time member of the Department. Seniority with another police department shall not be counted for seniority purposes with the Stratford Police Department, notwithstanding, an employee's initial step placement on the salary schedule.

Section 2

Seniority shall not be broken by vacation time, sick time, temporary layoff, suspension, or any leave of absence or any call to military service for the duration.

Section 3

If an employee resigns voluntarily or is discharged for just cause, he shall lose all seniority. If an employee quits the force and then requests re-employment within thirty [30] days, the Town's Mayor or designee may, at his sole discretion, reinstate said employee, it being understood that such employee shall not accrue any benefits or seniority during the period of such absence.

Section 4

In the event of a reduction in staffing, layoff shall be in inverse order of hiring within all ranks throughout the Police Department whether in or out of the bargaining unit. Recall to work shall be by seniority.

A Corporal/Senior Officer, Detective, Sergeant, Lieutenant or Captain reduced in rank as a result of a force reduction, shall be entitled to reinstatement to the applicable rank in the event of a vacancy in the said rank.

A reduction in the ranks of Corporal/Senior Officer, Detective, Sergeant, Lieutenant or Captain shall be in inverse order of seniority in that rank.

- a. The least senior Captain shall bump the least senior Lieutenant, if he held the rank of Sergeant, shall bump the least senior Sergeant; the Sergeant, if he held the rank of Corporal/Senior Officer or Detective, prior to the appointment to Sergeant, shall then bump a least senior Corporal/Senior Officer or Detective, whichever is applicable, who in turn shall bump the Police Officer with the least seniority;
- b. The least senior Lieutenant shall bump the least senior Sergeant; the Sergeant, if he held the rank of Corporal/Senior Officer or Detective prior to the appointment to Sergeant,

shall then bump a Corporal or Detective, whichever is applicable, with the least seniority as a Corporal/Senior Officer or Detective, whichever is applicable, who in turn shall bump the Police Officer with the least seniority;

- c. A Detective, if he held the rank of Corporal/Senior Officer or Dispatcher prior to appointment to Detective shall then bump a Corporal/Senior Officer or Dispatcher, whichever is applicable, with the least seniority as Corporal/Senior Officer, whichever is applicable, who, in turn would bump the Police Officer with the least seniority. If that is not the case, then the Detective shall bump the Police Officer with the least seniority;
- d. A Corporal/Senior Officer with the least seniority shall bump a Police Officer with the least seniority;
- e. In the event of force reduction or layoffs, the Town shall immediately provide the Union with a layoff list prior to the implementation of a layoff.

Section 5

In the event of any dispute between employees for any issue not covered by terms of this Agreement, seniority shall prevail.

- a. For purposes of this Section, there shall be no difference between Corporals/Senior Officer and Police Officers.

Section 6

During the term of this Agreement, the Police Department will furnish the Union with an up-to-date department seniority list for the bargaining unit, together with a copy of the current classification and pay plan.

Section 7

Seniority for rank of Detective, Corporal/Senior Officer, Sergeant, Lieutenant and Captain shall be determined by date of promotion.

Section 8

If more than one appointment is made on the same day, the seniority of such appointees shall be in the order of the appointment from the eligibility lists.

Section 9

Each new officer shall serve a probationary period of fifteen [15] months after graduation from the Connecticut Municipal Training Academy or fifteen [15] months from the date of hire if the new officer is already certified. During this fifteen [15] month probationary period probationary employees may be terminated without recourse to the provisions of Article 16 of this Agreement. The Union shall receive written notice of the certification date, by the department training officer.

Section 10

Seniority shall not prevail in assignments requiring technical knowledge in the Identification Bureau, Arson Squad/Crime Prevention, and Computer Operations, however, an employee who has been in said assignment for at least twelve [12] months may only be removed for just cause, or at said employee's option, may bid elsewhere. An employee who has been assigned to Narcotics can only be removed for reasons that are not arbitrary. Any employee exercising the aforementioned option shall give six [6] months written notice to the Chief in order to provide the Town sufficient time to train a replacement.

ARTICLE 13 **DEPARTMENTAL MEETINGS**

Section 1

The Chief of Police shall grant time off to a total of forty [40] days in any one [1] year to Union representatives for purposes of Board, Council or other official meetings, except that, the President or his designee, shall be granted an additional ten [10] days in any one [1] year to attend conventions. The Chief of Police shall be notified by the Union, at least one [1] week in advance of such meeting, whenever possible, who will be attending and the duration of the absence.

Section 2

Members of the negotiating committee, which shall consist of no more than seven [7] bargaining unit members, shall be permitted to attend all negotiating sessions and when such meetings occur when the employee is scheduled to be on duty said employee shall be excused from duty for the duration of such meeting. During such meetings the Police Department shall not be required to hire replacements.

Section 3

A written list of Union Stewards and other officers and representative shall be furnished to the town immediately after their designation and the Union shall notify the Town of any changes.

Section 4

Captains, Lieutenants and Sergeants may be required to attend quarterly staff supervisory meetings as scheduled by the Chief. Employees not on duty at the time of the meeting will be given a two-hour [2] callback for the purpose of attending such meeting. Quarterly staff meetings will be scheduled so that the burden of returning to work does not fall on any one shift. Quarterly staff meetings will normally be scheduled with enough advance notice so employees can make appropriate schedule plans.

ARTICLE 14 **CALLBACK**

Section 1

The parties hereby agree that callback shall be followed in all classifications in accordance with the following procedure:

- a. Those with the regular day off, on the shift where any vacancy exists, shall be offered the vacancy first according to the number of callbacks charged them. If two or more have the same amount of callbacks, seniority shall prevail.
- b. If the vacancy still exists, those with the regular day off, on all shifts, shall be offered the callback according to Section 1 a. of this Article.
- c. If the vacancy still exists, those on all other shifts, on vacation days, holiday credits, or compensatory time, shall be offered the callback according to Section 1 a. of this Article.
- d. If the vacancy still exists, those who are working other shifts on that day shall be offered the callback according to Section 1 a. of this Article.
- e. If the vacancy still exists, those on vacation or on holiday credits, or compensatory time, on the shift the vacancy exists shall be offered the callback according to Section 1 a. of this Article.
- f. The court Liaison Officer shall be included in Patrol callback and orderback.
- g. Two hour [2] callbacks shall be permitted for purposes of supervisory staff meetings, as called/scheduled by the Chief. Orderback will not apply to supervisory staff meetings.
- h. For purposes of this Article, callbacks shall be tallied in full or half callbacks as follows: Anything worked in excess of four [4] hours, the employee shall be credited with a full callback and anything worked at four hours or less shall be credited as one-half a callback.

Section 2

When it becomes necessary to call back from another classification, the following shall be followed:

- a. POLICE OFFICERS:
Police Officers shall be called according to Section 1 of this Article. All patrol officer vacancies shall be offered first on an eight-hour vacancy basis and then if not filled on a four-hour vacancy basis before offering the vacancy to detectives, then sergeants, then lieutenants, in that order, according to the number of callbacks charged to them in Section 1 of this Article.
- b. DETECTIVES:
Detectives shall be called in accordance with Section 1 of this Article.
- c. SERGEANTS:
Sergeants shall be called in accordance with Section 1 of this Article. If the vacancy still exists, lieutenants, then captains, shall be called according to the amount of callbacks charged them in Section 1 of this article. If the vacancy still exists, then a sergeant shall be ordered back.

d. LIEUTENANTS:

Lieutenants shall be called in accordance with Section 1 of this Article. If the vacancy still exists, Captains will be called, then Sergeants shall be called according to the number of callbacks charged them and Section 1 of this Article. If the vacancy still exists, a Lieutenant, shall be ordered back.

- e. It is understood by the parties that the detective lieutenant shall be the last person called in the callback procedure.

Section 3

A member shall only be charged with a callback if they work the assignment.

Section 4

Callback to cover a vacancy on the next shift will be made within five [5] hours before the start of that shift. Any employee assigned to an Extra Duty Job, as per Article 6 of this Agreement, and reports for duty on that job, he/she shall not be eligible for callback during the hours of assignments unless there is some type of emergency situation where he/she is the only employee available.

Section 5

This Article shall not apply to the rank of Captain.

Section 6

At the employee's option an eight [8] hour callback assignment may be split for compensation purposes into four [4] hours of comp time and four [4] hours of paid time subject to the requirements of Article 5, Section 1[b].

ARTICLE 15
DISCIPLINARY PROCEDURES

Section 1

Whenever it is deemed necessary by reason of any violation of any order, rule or regulation of the department, the Commanding Officer, in the absence of the superior officer, may provisionally suspend from duty any subordinate member or employee pending investigation of the charges. The officer making the suspension shall, as soon as practicable, communicate the fact, in writing, to the Chief of Police with all the facts in the case stating the name of the accused, the particular rule or order violated, and the specific charges against him, together with the names and addresses of all witnesses.

Section 2

Any member or employee of the department under suspension shall immediately surrender his badge of office and all other departmental property in his possession to the suspending officer and such property shall be kept in the possession of the Division Commander of the suspended member pending investigation of the case.

Section 3

A suspended member or employee of the department will not be restored to duty by any superior officer pending investigation or hearing of the charges for which he was suspended, except by direction of the Chief of Police. A suspended employee shall be entitled to a hearing within ten [10] days of the date of suspension before the Chief of Police, or his representative, to establish just cause.

Section 4

In making his investigation, the Chief may utilize, at his discretion, either the informal procedures as utilized heretofore or he may investigate the matter by means of a formal hearing or inquiry.

Section 5

The Police Department shall notify the employee and the Union, in writing, in any disciplinary action or discharge by the Chief within three [3] days after its occurrence specifying the reasons therefore.

Section 6

Any employee who may be discharged, suspended, reduced in rank or grade, or any other disciplinary action for just cause by the Chief shall be entitled to a formal hearing or inquiry before the Mayor of the Town or his designee. Such request shall be in writing to the Mayor or designee within fifteen [15] days of such action. The Mayor of the Town or his designee shall conduct such hearing within seven [7] working days of receipt of the written request and shall render a decision within fifteen [15] days of the hearing. Similarly, when any employee so appeals the decision of the Chief, the Mayor of the Town or his designee shall have the right to hear the appeal through a formal hearing or inquiry. However, the appeal may be handled on an informal basis if the Mayor of the Town or his designee and the accused employee mutually agree.

In the event that there is a formal disciplinary inquiry or hearing before the Chief or the Town's Mayor or designee, the accused shall have the right to his choice of representation. The Town and the Union shall have the right to use mechanical recording equipment or a public stenographer. Either party shall have access to the transcripts. The accused shall receive a letter advising him of the disposition of the hearing within fifteen [15] days after such hearing with a copy to the Union.

Section 7

Any employee who has been disciplined or discharged, and who has been subsequently exonerated, shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages, provided that any judgment by a Court that results from an appeal by the accused or the Town shall prevail.

Section 8

If the accused is dissatisfied with the decision of the Town's Mayor or Designee, he shall, within ten [10] days after receipt of the written decision, initiate a grievance at Step 4 of the Grievance Procedure as provided for in Article 16.

Section 9

- a. If an employee has reason to believe, as a result of a meeting with a Superior Officer, that disciplinary action is going to be taken against him or her, the employee shall have, at his or her request, the right to choose Union Representation at such meeting, in addition to any employee's rights he or she may have as a result of any decision and/or applicable law.
- b. The Town and the Union agree that mutual respect shall be shown at all times between all ranks of Police Officers.

Section 10

Written and oral reprimands taken against any employee shall be removed from the employees Personnel File, with Application to do so to the Records Administrator of the State of Connecticut, and such reprimands shall not be used in any matter, provided the disciplinary reprimands are at least two [2] years old and there is no record of reoccurrence of the same type of complaint.

Section 11

Any time a formal complaint or an official department investigation has been initiated involving an allegation of alleged wrongdoing against any bargaining unit member, the following procedure shall be followed:

1. The department shall provide written notification of the investigation to the employee and the Union within seventy- two [72] hours of a receipt of a complaint or initiation of an investigation;
2. The department shall provide copies of the Complaint which shall include the names and addresses of the Complainants.
3. All investigations shall be completed within 120 days of receipt of said complaint, and copies of the results of said investigations shall be delivered to the officer and the Union at the conclusion of the investigations.
4. Requests for extension of the one hundred-twenty [120] days may be made to the chief of police by the investigating officer in writing for legitimate reasons, however, said extension shall not be more than sixty [60] days.
5. The Union shall be notified of the request for extension and the reasons requiring said extension.

6. No action shall be taken against any member of the bargaining unit for any alleged complaint or allegation of any alleged wrongdoing unless an investigation is undertaken within forty-five [45] days of the date the Town became aware of a formal complaint.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 1

There shall be recognized by the Town of Stratford a Grievance Committee of the employees which shall consist of not more than five [5] police officers designated by the Union Local #407. The Grievance Committee members shall be afforded time off without loss of pay to attend meetings with the Chief of Police, Director of Public Safety and/or the Town's Mayor or designee pertaining to grievances at a meeting time agreed to by the parties.

Section 2

For the purpose of this Agreement, a "Grievance" is defined as any dispute between the municipality and the Union, or between the Municipality and any employee represented by the bargaining unit concerning any disciplinary action, any acts of discrimination or any matters relating to the interpretation and application or violation of the provisions of this Agreement. No matter shall be subject to grievance unless taken up within thirty [30] days from the time of the event giving rise to the grievance.

Section 3

Should any employee or group of employees feel aggrieved concerning his/her or their wages, hours or conditions of employment which wages, hours and conditions of employment are controlled by this Agreement, adjustment shall be sought as follows:

STEP 1:

Any employee having a grievance shall submit such grievance, in writing, with the highest ranking officer above the rank of Lieutenant at the level at which the grievance originated. A written answer shall be given to the Union representative and the grievant within five [5] days after submission of the written grievance. If the grievance is not satisfactorily resolved, it shall be presented to the Union-Grievance Committee by the employee and his representative within fifteen [15] working days thereafter excluding Saturday, Sunday and Holidays, of receipt of such written answer.

STEP 2:

If, upon study, the Grievance Committee feels that the grievance is valid, the Grievance Committee shall, within ten [10] working days, excluding Saturday, Sunday and Holidays, submit such grievance, in writing, to the Chief of the Police Department, setting forth the nature of the grievance. Within three [3] days after said Chief receives such grievance, the Chief shall arrange to and shall meet with representatives of the Union for the purpose of adjusting such grievance and the Chief shall respond, in writing, within five [5] days.

STEP 3:

If such grievance is not resolved to the satisfaction of the Union by the Chief within ten [10] days after such meeting, the Union may present such grievance, in writing, within seven [7] days thereafter to the Town's Mayor or designee. Within seven [7] days after the Town's Mayor or designee or his designated representative, receives such grievance, the Town's Mayor or designee shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. Following the grievance hearing, the Town's Mayor or designee or his designated representative shall respond in writing within fifteen [15] days.

STEP 4:

If such grievance is not resolved to the satisfaction of the Union by the Town's Mayor or his/her designated representative within fifteen [15] days after such meeting, the Union may within ten [10] days thereafter, submit the matter to the Connecticut State Board of Mediation and Arbitration, or at the mutual agreement of the parties to the American Arbitration Association [AAA].

The Union shall notify the Town's Mayor or his designated representative within ten [10] days of such filing.

The decision of the arbitrator[s] shall be final and binding on the parties and said arbitrator[s] shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement, or render a decision contrary to law.

The parties shall equally share the administrative costs, filing fees, and arbitrator's fees, of any case submitted to the American Arbitration Association. All other costs shall be borne separately by the parties.

Section 4

Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself, providing that any adjustment shall not be inconsistent with the term of this Agreement.

Section 5

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

Section 6

Employees and the Police Union shall have the right and choice of representation whenever representation is desired by either employee or Police Union.

Section 7

Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual written agreement of both parties concerned.

Section 8

The Police Union shall be entitled to submit grievances on behalf of an employee or group of employees in the same manner as provided herein.

Section 9

The mediation services of the State Board of Mediation and Arbitration may be utilized in the second and third steps if both parties agree thereto.

Section 10

In accordance with Section 7-468 [d] of Connecticut's Municipal Employee Relations Act, nothing herein is intended to preclude the employee from representing himself at any one of the first three steps of this procedure.

Section 11

A grievance resulting from an action taken by an individual listed in any of the first three [3] Steps of the Grievance Procedure shall begin at the next higher Step of the Grievance Procedure above the Step of the individual taking said action.

ARTICLE 17
MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and Direction of the working forces, including but not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the Town's operations.
- e. To employ, transfer, promote, or demote employees or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the department.

- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To insure that the incidental police duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or sub-contracts for municipal operations provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All law enforcement work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town's Chief Executive Officer by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE 18

OFFICERS WORKING AT A HIGHER RANK

Section 1

Any callback vacancy of four [4] or more hours in the position of Sergeant shall be filled by callback as stated in Article 14, Section 2 [c] of this Agreement.

Section 2

Any callback vacancy of four [4] or more hours in the position of Lieutenant shall be filled by callback as stated in Article 14, Section 2 [d] of this Agreement.

A callback vacancy, for purposes of this Section, is when no other Commanding Officer is working.

ARTICLE 19

LONGEVITY

Section 1

The following longevity shall remain in effect with years of service as of December 31st:

<u>YEARS</u>	<u>LONGEVITY PAYMENTS</u>	<u>YEARS</u>	<u>LONGEVITY PAYMENTS</u>
Six [6]	\$200	Fourteen [14]	\$540
Seven [7]	\$230	Fifteen [15]	\$600
Eight [8]	\$270	Sixteen [16]	\$640
Nine [9]	\$300	Seventeen [17]	\$680
Ten [10]	\$325	Eighteen [18]	\$750

Eleven [11]	\$360	Nineteen [19]	\$760
Twelve [12]	\$420	Twenty [20]	\$800
Thirteen [13]	\$480	Twenty-Five and over [25]	\$850

Section 2

Longevity payments shall be made on the first pay day in December of each fiscal year, except that, in the event an employee terminates his/her service before said pay day, the employee or surviving spouse, as the case may be, shall receive said longevity payment at the time of such termination. In the event such an employee should die and is not survived by a spouse, such longevity payment shall be paid to said deceased employee's designated beneficiary; and, in the event that there is no designated beneficiary, such payment shall be paid to the deceased employee's estate.

ARTICLE 20 NIGHT SHIFT DIFFERENTIAL

Section 1

A Night Shift Differential [see below] per hour shall be paid for all hours worked on Shifts #1 and #3, for all hours worked. The employees assigned to a flexible schedule, except the Marine Unit, or overtime between the hours of 4:00 P.M. and 8:00 A.M. shall receive the night shift differential for those hours worked between those hours. Said night shift differential shall be included in the weekly paycheck.

Any Officer assigned to a flexible shift who normally works a premium shift whose assignment is temporarily changed to a non-premium shift, shall be paid the night shift premium.

Section 2

Effective on ratification, the evening and midnight shift differential shall be \$1.50 per hour.

ARTICLE 21 RESIDENCY REQUIREMENTS

Section 1

Each employee may reside within the counties of Fairfield and New Haven, within the State of Connecticut. All employees are required to provide the department with written notification within ten [10] working days of any change of residency. Such written notice must contain the street address and town of residency and include any phone numbers. Employees may also reside outside of the above mentioned counties with the prior written approval of the Chief of Police. Such approval shall be discretionary, however, it will not be withheld for arbitrary or capricious reasons.

ARTICLE 22 PRIOR PRACTICE

Nothing in this Agreement shall be construed as abridging any rights, benefit, or privileges that employees have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE 23 MISCELLANEOUS

Section 1

Employees covered by this Agreement shall not be required to do any custodial or maintenance work within the Police Building. Also, they shall not be ordered, unless they are garage associated personnel, to fill superior officers' cars with gasoline and/or oil.

Section 2

Officers shall continue to be paid for off-duty arrests and juvenile referrals as heretofore.

Section 3

All bargaining unit members covered by this Agreement, will be furnished a copy of this contract within sixty [60] days after the signing of this Agreement and a copy of the Police Manual shall be issued upon being hired, shortly thereafter, or during the orientation period.

- a. The Town shall have the right to conduct evaluations of the employees. Such evaluations shall only be used for training purposes or, if required, in order to produce a validated promotional or entry examination.

Section 4

There shall be established an Advisory Safety Committee consisting of three [3] persons designated by the Union and three [3] ranking officers designated by the Chief. The Chief of Police or the Deputy Chief of Police shall be the Chairman. The committee shall meet at least four [4] times each year. The purpose of this committee shall be to mutually discuss matters of safety for personnel and equipment. The recommendations of this committee shall be advisory only.

Section 5

PERSONNEL FILES:

- a. All employees shall have the right to review their personnel files upon reasonable request to the Chief of Police or Deputy Chief and, at such time, that it will not interfere with the orderly operation of the department.
- b. Employees shall receive a copy of all communications that are to be entered in their personnel files and shall be afforded the opportunity to initial such communications prior to entry. Any communication that is in the nature of a complaint, charge, or allegation, for which the department elects to take no official action, shall be removed from the personnel file and placed in the Chief's personal file not later than one [1] year from the date of entry. Departmental memos shall be removed and destroyed after one [1] year from the date of entry.

Section 6

The Union and the Town mutually recognize and acknowledge the obligation of each employee to be available for duty on time and in physical condition commensurate with the working conditions of his position.

Proof of not being in physical condition commensurate with the working conditions of his position shall be determined by certification from the employee's physician and the Town's physician. If there is an inconsistency between the two physicians, a third and impartial physician shall be selected, agreeable to both physicians. If, after the opinion of the third physician is received, it is deemed that the employee can perform in his or her position, the Town shall reinstate the employee with full rights and benefits without prejudice and said employee shall be made whole for any or all losses which may have occurred after the third opinion. Liability shall commence after the third opinion had been rendered and not before. If, after the opinion of a third physician is received, it is deemed that the employee cannot perform in his position, the Town and the Union shall meet to determine the availability of other work within the Police Department that this employee can perform.

If it is decided by the Town, that there is no available position for this employee, such employee, at the very least, shall be eligible to apply for retirement on a non-job connected disability pension as set forth in accordance with Article 10 of this Agreement.

Section 7

The Town shall provide to the employee, or said employee's estate, an accounting of all benefits due and/or paid, upon the employee's leaving the job for any reason. This accounting shall be made within thirty [30] days from the date of leaving. A copy of all the accounting shall be furnished to the Union.

Section 8

Detectives may take vacation time, holiday credits, or compensatory time when it is requested, except for the following days:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

The Holidays mentioned are to be left to the discretion of the Commanding Officer as to the number of detectives allowed off at the same time.

Nothing in this Agreement shall prevent the cancelling of vacation time, holiday credits or compensatory time in an emergency situation declared by the Chief of Police or Commanding Officer.

This Agreement in no way establishes a minimum manning provision for the Detective Bureau.

Section 9

Officers considered for selection to department special assignments must have three [3] years of full-time police service with the Stratford Police Department. Should a vacancy exist and should

there be no candidate[s] with the requisite three [3] years of service, members with fewer than three [3] years of full-time police service with the Stratford Police Department may be considered for selection.

ARTICLE 24 **LEAVE OF ABSENCE**

Section 1

The Mayor or designee of the Town may grant a leave of absence, without pay, to any employee upon said employee's request for a period not to exceed one [1] year. Upon the expiration of an approved leave of absence, without pay, or earlier, if so requested by such employee, said employee shall be reinstated in the position held at the time such leave was granted.

Section 2

Pregnancy leave shall be in accordance with Article 9, Sick Leave, and applicable Connecticut General Statutes. Upon adoption of a new Town Maternity/Pregnancy Leave Policy, the Town and the Union agree to meet and review such policy.

Section 3

Any unauthorized leave of absence [AWOL] of five [5] consecutive days or any incident of five [5] unauthorized absences in a calendar year will result in the employee deeming to have resigned. Such resignation may be adjusted by the Mayor or designee of the Town.

Section 4

JURY DUTY:

In the event a bargaining unit member is scheduled to be on duty when serving jury duty, said bargaining unit member shall receive his or her regular salary and benefits, minus the jury duty fee. However, if a bargaining unit member is selected for jury duty, said bargaining unit member shall be assigned to the day shift and work the hours of the court.

Section 5

MILITARY TIME:

Employees summoned for Training Duty with any Armed Forces Reserve Corps Program or National or State Guard Training Programs, shall be paid the difference between pay received for such Duty and his or her regular pay from the Town. This pay shall apply only to a maximum of thirty [30] days. Employees must provide the Personnel Department with verification of Military Pay two [2] weeks in advance of the Training Period.

ARTICLE 25 **VALIDITY**

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

ARTICLE 26 EDUCATION

Upon written approval by the Chief or his/her designee the Town shall provide one-half [1/2] the cost of tuition to a maximum of two thousand five hundred dollars [\$2,500.00] per year provided the employee receives a grade of "C" or better in each such approved course at an accredited college or university. Courses of study eligible for reimbursement under this Article shall include courses that will lead to a degree in Payroll, Business Administration, Law Enforcement, Finance, Criminal Justice, or Computer Sciences.

ARTICLE 27 PROMOTIONS

Section 1

- a. Promotions to the ranks of Detective, Sergeant and Lieutenant shall be by examination. The written examination shall be weighted as seventy percent [70%] of the raw score. Candidates must score seventy percent [70%] on the written examination to be eligible to take the oral examination. The oral examination shall be weighted as thirty percent [30%] of the raw score. Seniority credits of one-half [1/2] point for each year of service, in excess of the minimum requirement for that examination, to a maximum of five [5] points, shall be added to the final score. The passing grade for such examinations is a combined score of seventy percent [70%] without seniority points.
- b. Promotions to the rank of Captain shall be by an assessment center examination process. Seniority credits of one-half [1/2] point for each year of service in excess of the minimum requirement for the examination to a maximum of five [5] points, shall be added to the final score. The passing grade for such examination shall be announced and posted prior to the examination.
- c. So long as the vendor conducting the Oral Board agrees, the vendor will provide the score sheet for the Oral Board and any notes from the Panel for the officer to review, by appointment with the Police Chief's office.

Section 2

A Police Officer shall have four [4] years in grade with the Stratford Police Department as of the date the list expires or is exhausted to be eligible to take a promotional examination for Sergeant or Detective.

Section 3

A Sergeant shall have three [3] years in grade as of the date the list expires or is exhausted in order to become eligible to take the promotional examination for Lieutenant.

Section 4

A Lieutenant shall have two [2] years in grade, as of the date the list expires or is exhausted in order to become eligible to take the promotional examination for Captain.

Section 5

Years in grade shall not include time in acting positions, for all ranks. However, for the purposes of determining when an officer will be eligible for any years of service compensation, or for purposes of determining eligibility for promotion to the next superior rank, the date the officer officially starts to act will be the date used provided the time in the new acting rank is continuous.

Section 6

All members of the Oral Panel shall take an oath of their conducts in the Oral examination and in their association or knowledge of any of the participants in any examination and shall disqualify themselves in the event that any member has any association or knowledge of such participant prior to the oral examination being conducted. There shall be racial representation on each Oral Panel.

Section 7

All promotions shall be made from the rank of the Stratford Police Department with the exception of the Chief and Deputy Chief. All officers, upon promotion to a higher rank, shall be trained in that rank, and/or position, for a minimum of thirty [30] days and shall serve a probation period of six [6] months. Chief of Police may waive the above thirty [30] day training period for any promotion. No officer shall be reduced in rank except for just cause, during the probationary period.

Section 8

Applicants for promotion shall be selected from the top of the promotional list. Promotional lists established after the signing of this Agreement shall remain in effect for three [3] years from the date that the list is established, however, should a promotional list become exhausted, prior to its expiration date, a new promotional list shall be established, by the Town, within ninety [90] days of the date the previous promotional list was exhausted.

Section 9

Any temporary promotion within the bargaining unit shall be made from the eligibility list and shall be made from the top of the promotional list. Such temporary appointment shall be deemed permanent if, for any reason, the person holding the rank is unable to return to duty. No permanent promotions shall be made off of an expired promotional list unless such promotional vacancy occurred prior to the expiration of the promotional list.

The Town shall, at least thirty [30] to sixty [60] days prior to the expiration of any promotional list, administer or cause to be administered a promotional examination for that rank. The newly established list shall take effect at 12:01 A.M. on the day following the expiration of the old list.

Section 10

Whenever a vacancy exists in a promotional rank, appointments shall be made within fourteen [14] days of such vacancy, unless such vacancy occurs within fourteen [14] days of the expiration of the promotional list, then the appointment shall be made prior to the expiration of the promotional list. Promotional lists shall exist, at all times, for all ranks.

ARTICLE 28

DAMAGED PROPERTY

The Town shall reimburse any employee for loss or damage to personal property, not to exceed One Hundred Seventy-Five Dollars [\$175] per incident, which is suffered in the line of duty provided that sunglass loss shall not exceed \$40, wristwatches \$55, and boots/shoes \$175. Other apparel items shall consist of wedding rings and prescription glasses. Payment shall be made provided such loss is reported immediately to a superior and provided any request is approved by the Chief of Police, however, there shall be no prorating of the lost or damaged item. Such payment shall be made within thirty [30] days of the Chief's approval.

ARTICLE 29

MARINE UNIT

Section 1

Three [3] Patrol Officers and/or Senior Officers shall be assigned to the Marine Unit with no less than two [2] on the boat at all times and assignments shall be for a minimum of one [1] season. Assignments to said Unit shall be voluntary upon the part of the officers. The Marine function shall be the responsibility of the Traffic Lieutenant. The senior officer on board shall be in charge.

Section 2

The selection of the Marine Unit members shall be from a list of officers who have expressed, in writing, to the Chief of Police, an interest in said assignment and who have demonstrated boating experience at the level required for this operation:

- a. Multi engine operation
- b. Housatonic River operation
- c. Long Island operation

Unit members shall be required to demonstrate their boating and swimming proficiency, such selection process shall take place on a yearly basis and said selection process shall not be subject to the grievance procedure. The most senior officers, of those qualified for the Marine Unit, shall be the officers selected for said Unit. Officers considered for selection must have three [3] years of full-time police service with the Stratford Police Department. Should a vacancy exist and should there be no candidate[s] with the requisite three [3] years of service, members with fewer than three [3] years of full-time police service with the Stratford Police Department may be considered for selection.

Section 3

The specific schedule for the Marine Unit shall be decided by the Chief of Police within the period mid-May through September 30th. The officers shall work a flexible schedule between the hours of 8:00 A.M. and 10:00 P.M. Said shift shall be four [4] consecutive eight [8] hour days, not to exceed 37-1/2 hours per week, except on an overtime basis. The officers shall also be assigned to the 3rd Shift in the Patrol Division when the Marine Unit is not operational during

the months of May through September.

Section 4

When the Marine Patrol Boat is operational, for purposes of time off, Callbacks and staffing, the Marine Unit shall be considered a separate unit. One Marine Unit Officer shall be allowed off-duty on a vacation day, holiday credit, or comp day, per shift.

Section 5

The Sick Leave provisions, as spelled out in Article 9, this Agreement, shall be fully applicable to the Marine Unit with the exception that Unit members must call out sick at the earliest possible time.

Section 6

The same procedure used by the Patrol Division for the exchange of work days shall also be applicable to the Marine Unit.

Section 7

The Marine Unit shall be required to submit daily activity reports, with forms to be provided by the Town of Stratford.

Section 8

The Marine Unit will be responsible for light maintenance and the cleaning of the Patrol Boat. This maintenance and cleaning shall be done within the working hours.

Section 9

The night shift differential will apply to all hours of the Marine Unit.

Section 10

The establishment and continuation of this Marine Unit shall in no way be construed as constituting a minimum manning clause and shall be at the sole discretion of the Town and/or the Chief of Police.

ARTICLE 30
CANINE UNIT

Section 1

The Town, at its discretion, may establish or discontinue the K-9 Unit.

Section 2

Participation in this Unit shall be voluntary. Members shall be selected from a list of officers who have expressed through a written statement of interest in the assignment, to the Chief of Police. The Chief of Police shall determine the qualified candidates and make the final selections based upon the following criteria:

1. Ability to house the dog outdoors;
2. Can erect a dog run;
3. Receive a favorable recommendation from the dog trainer.

When candidates are equally qualified, seniority shall prevail in the selection process. Officers considered for selection must have three [3] years of full-time police service with the Stratford Police Department. Should a vacancy exist and should there be no candidate[s] with the requisite three [3] years of full-time police service with the Stratford Police Department, members with fewer than three [3] years of full-time police service with the Stratford Police Department may be considered for selection. Such selection process shall not be subject to the grievance procedure.

Section 3

The K-9 Unit shall work the year round and K-9 Unit officers shall be assigned to either First or Third shift, working the Patrol Division Schedule. Shift selection shall be on the basis of seniority. Such officers shall be subject to flexible hours as determined by the Chief, which may be changed from time to time to accommodate operating conditions provided the Chief gives at least four [4] days notice of such change to any affected K-9 Unit officer. When assigned flex hours, it is understood that K-9 Unit officers are not part of the manning provisions described in Article 3, Section 2.

In the event the Chief of Police determines that a K-9 Unit officer should be part of manning, then such assignment shall be subject to the requirements of Article 3, Section 2, and the officer shall be assigned to the shift he or she bid for during the most recent bid selection period.

Section 4

The K-9 Officers shall be called out when required, in the following order:

1. Regular Shift
2. Preceding Shift
3. Order Back

Officers on the regular shift shall be told to stand by for Order Back should the officer on the preceding shift refuse the callback. K-9 callbacks shall be charged against regular Patrol Division callbacks.

Section 5

An assignment to the K-9 Unit shall be voluntary by the employee, and each assignment shall be for a minimum of three [3] years. Selection of additional Unit members shall be at the discretion of the Town and/or Chief of Police.

Section 6

The Town shall provide and pay for the food and medical care of the dog.

Section 7

The Sick Leave provisions, as spelled out in Article 9, this Agreement, shall be fully applicable to the K-9 Unit with the exception that Unit members must call out sick at the earliest possible time.

Section 8

The same procedure used by the Patrol Division for the exchange of work days shall be

applicable to the K-9 Unit.

Section 9

The establishment and continuation of this K-9 Unit shall in no way be construed as constituting a minimum manning clause and shall be at the sole discretion of the Town and/or the Chief of Police.

ARTICLE 31 **EMPLOYEE ASSISTANCE PROGRAM AND DRUG TESTING**

Section 1

Employee Assistance Program and Drug Testing

Both the Town and the Union strongly favor a drug free work environment. To that end, an Employee Assistance Program has been established for all employees which will provide counseling, evaluations, and treatment referrals, if needed, and will deal with such problem areas as family, financial, legal, emotional and substance abuse.

An employee shall be required to undergo drug and/or alcohol testing if the Supervisor has reasonable suspicion of alcohol, drug or steroid abuse. Testing will only then be ordered by an officer of the rank of Captain or higher. Whenever an employee is required to undergo testing the Union President, or member of the executive board, shall accompany the employee.

Should the employee test positive for legal substances [i.e., alcohol or prescribed medication] the employee shall be required to be evaluated by an Employee Assistance Program counselor and successfully complete the prescribed course of treatment, if needed. Any further disciplinary action will be held in abeyance pending the counselors recommendations. If a treatment program is required, the employee shall be required to complete treatment and attend support group meetings at least once per week for 52 weeks which must be verified in writing.

The employee will also be subject to random testing for one [1] year. Failure to comply with any of the above conditions, or testing positive a second time, during the first year of after care, shall result in termination.

Should an employee test positive for illegal substances, he shall be terminated.

Should an employee test positive for legal substances a second time, after having one opportunity for rehabilitation, he/she shall be terminated. Self referrals to the Employee Assistance Program shall not count against the employee.

Refusal to submit to testing shall result in termination.

All testing shall be conducted in a manner that will ensure that the chain of custody has been maintained. All initial positive tests shall be verified by a confirming second test. There shall also be a split sample available for further verification by another laboratory under the chain of custody. All tests must be positive for a finding of a "positive". Any finding of a "negative", during any of the process, shall clear the employee.

Any disciplinary action taken under this Article, including termination, shall be in accordance with Article 15, providing, that due process is adhered to and all tests indicate "positive" findings.

Section 2

Random Drug Testing

A. Scope and Overview

In order to promote public safety, the Town of Stratford [herein Employer] tests certain Employees for the use of illegal drugs [contraband] and controlled substances [herein "Drugs"] on a random basis and subject to a complex scheme of procedural safeguards. These policies and guidelines are formulated to protect the safety and security of the public, employees, facilities, and Town assets.

- B. All Employees will be subject to a random drug testing program. All Employees are prohibited from the use of illegal drugs [contraband] at any time on or off duty. The following drugs or derivatives are prohibited:

Drugs whose possession or use in any amounts is illegal and cannot be prescribed by a physician hereafter referred to as contraband

Employees shall also be tested for abuse of prescription drugs.

C. Prohibited Behavior

1. Drugs. An Employee shall not report for duty or remain on duty requiring the performance of police functions when he/she uses any drugs, except when the use is pursuant to the instructions of a physician who has advised the Employee that the substances does not adversely affect the Employee's ability to perform police activities.
2. Refusal to Submit. "Refusal to Submit" to a drug test is prohibited behavior. Behavior that constitutes "Refusal to Submit" includes:
 - A. Direct refusal to take a drug test.
 - B. Refusal to provide sufficient quantity of urine within the time limit under the current procedures. [The quantity of urine is 45 ml., and the time limit is three [3] hours.]
3. Tampering with or attempting to adulterate the specimen.
4. Engaging in conduct that obstructs the collection and testing process.
5. Refusing to accompany the department superior or failing to report directly to the collection site after notification.

A "refusal to submit" is equivalent to a positive test result for that test.

D. Collection Procedures

This Drug Testing Program will utilize an off-site collection facility.

DRUG COLLECTION PROCEDURES

Upon notification during work hours, the Employee will be required to proceed to the assigned collection site without delay and with appropriate identification. [DOT approved collection procedures will be used to collect urine specimens for drug tests.] As required or permitted in certain specific situations relating to issues such as suspected adulteration, specific gravity and creatine level outside of a specified range, temperature outside of an acceptable range, etc., a directly observed collection by a same sex collector will be required.

Certain situations may require that a specimen be discarded and a new collection may be initiated. During the collection process, Employees may only consume fluids in permitted quantities.

Split Specimen Collections

Following approved procedures, urine collections will be based on the current split specimen requirement. This requirement provides an additional level of protection for an Employee.

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

Drug testing procedures used as a part of this program that provide security and integrity in the testing process mirror the requirements in the mandatory DOT drug testing program. Reference to the DOT program in this policy reflects those procedures, and shall not change unless mutually agreed upon by the Union and the Town.

Drugs

The actual drug testing analysis will be conducted only at laboratories that are certified by the United States Department of Health and Human Services. Employer and vendors utilized in connection with drug testing, will comply with all DOT regulations intended to insure the accuracy and confidentiality of test results and the fair and respectful treatment of persons being tested. There are various testing result thresholds for the presence of drugs before they will be reported as a presumed positive to the Medical Review Officer [MRO].

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

Foley Laboratory Services, Inc. send known specimens to the laboratories used in a "Blind Specimen" program to periodically test the integrity of the laboratory. These blind specimens

are both known positives, and known negatives.

Individuals tested are in direct visual contact with their specimen until the collection process is complete. There are tamperproof seals on the collection containers, initialed by the donor, and the specimens are sealed in tamperproof containers with chain of custody paperwork.

There is a rigorous "chain of custody" process that directly follows a specimen from initial collection through final testing. If there are unrecoverable irregularities in this process, the test is declared a "broken chain of custody" and it is canceled.

All individuals who are tested must be identified via picture identification or by authorized Employer personnel to assure that the individuals tested are the correct individuals. Social security or employee number are used to track the identification process.

1. Random Employees are subject at any time to random drug testing while on duty. When notified an Employee will proceed immediately to the collection site, escorted by the Chief or his designee. The probability of being randomly selected in the future is not changed by prior random selections. The random test rate will be 30% of the Police Department Employees for each Fiscal year. An Employee may be tested multiple times, or not at all, during any given year.

F. Opportunity For a Re-Test

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

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

Drugs

If an Employee has a positive drug test result after Medical Review Officer [MRO] review, the Employee will have the option to have the split specimen portion retested at any DHHS certified laboratory of the Employee's choice. This option cannot be selected after 72 hours from the time of notification by the MRO, unless there is significant reason acceptable to the MRO.

If this option is selected, Employee must verbally notify Foley Laboratory Services or the MRO for the request of the re-test and send written notification to Foley Laboratories Services with a statement testifying the Employee's choice of another DHHS certified laboratory. The Employee must provide a copy of this request to the Employer's Drug Program Manager.

The thresholds of reconfirmation of the presence of a prohibited substance will be as mandated by the DOT.

G. Medical Review Officer

The program will utilize a MRO, a licensed physician [medical doctor or doctor of osteopathy]

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

Before determining that an initial presumed positive test result is a Final positive, a canceled test, or a negative test result, the MRO will rule out alternate medical explanations through reviewing the tested individual's medical records, and will give the individual an opportunity to discuss the test result. At the time of testing the Employee shall provide the department with a phone number or contact location where he/she can be contacted over the next seventy-two [72] hours in the event the MRO needs to contact the Employee.

It is the Employee's responsibility to contact the MRO within 24 hours upon receiving a message from the MRO to return a telephone call. Upon notification of the Employee by the Employer that the Employee must contact the MRO, the Employee must contact the MRO within 24 hours.

Failure of the Employee to contact the MRO within this time frame will result in a Final determination of the result of the presumed positive drug test result without input from the Employee.

H. Final Test Result

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

I. Records

All drug testing and related medical records and information will be maintained by The Human Resources Department, in a confidential manner as medical files. Each Employee will have the right to have a copy of his/her drug test result upon written request and the Employee shall be notified prior to the disclosure of their drug testing or related medical records. This provision does not apply to discharge and termination hearings.

J. Identity of Contact Person

The individual that may be contacted regarding this program is the Director of Human Resources, who is also the Drug Program Manager.

K. Consequences for Use of Illegal Drugs [Contraband] [Termination After First Positive]

In the event of a positive drug test result [after MRO review, but before a re-test of the split sample, if any] the Employee will be suspended from duty with pay.

On a final positive drug test result, the Employee will be deemed unqualified to perform his/her

job. Upon a finding of a positive drug test of the split sample, an Employee shall be subject to suspension without pay [back-dated to the date of the initial positive notification] and termination.

Any termination will be subject to the requirements of Article 15 - Discipline. Any pay adjustments will be subtracted from the final paycheck if necessary.

L. Consequences for Abuse of Legal Drugs

Any Employee who is found to be abusing prescription drugs, [drugs that can be prescribed by a physician], shall have one opportunity for rehabilitation, per Article 31, Section 1.

M. Financial Issues for the Employee

If the Employee requests a re-test of the split portion of the drug test urine collection, it will be at the Town of Stratford's expense.

If an individual needs to get a medical opinion in a shy bladder situation, the expense of this required activity is at the expense of the Town.

ARTICLE 32
PHYSICAL FITNESS STANDARDS

Section 1

Effective July 1, 1999 all police officers shall be required to submit to annual physical fitness testing. Said testing shall be the "Cooper Standards" that are currently in use by the Connecticut Municipal Police Academy. There shall be no incentives for meeting or surpassing the "Cooper Standards" and there shall be no discipline for failure to meet or pass the "Cooper Standards".

Said physical fitness testing shall be conducted by the training division during the police officer's regular work shift, or during the in-service training sessions covered by Article 5 [e][2]. Refusal to take the annual physical fitness test shall be cause for discipline.

The "Cooper Standards" physical fitness program is attached hereto for reference purposes as Appendix H.

ARTICLE 33
DURATION

Section 1

The effective, and retroactive date, of this Agreement shall be July 1, 2017, and it is applicable to all sections of this Agreement, unless specified otherwise.

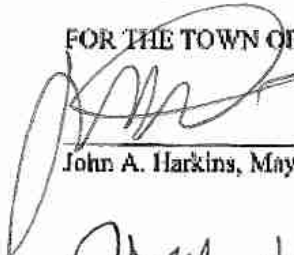
Section 2

This Agreement shall remain in effect until June 30, 2021, and shall continue in effect from year to year thereafter, until a new Agreement shall be negotiated and adopted.

Either party wishing to negotiate a new Agreement shall notify the other in writing between one-hundred eighty [180] and one-hundred twenty [120] days prior to the expiration of this Agreement of its desire to amend, modify, or revise this Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed this ____ day of September, 2017.

FOR THE TOWN OF STRATFORD



John A. Harkins, Mayor





Joseph McNeil, Chief of Police



Ronald Ing
Director of Human Resources

STRATFORD POLICE LOCAL #407,
AFSCME, AFL-CIO


Antonio Santos, President
Local #407, AFSCME, AFL-CIO
Jose Dias, Vice President
Local #407, AFSCME, AFL-CIO
Kelly Rommel, Esq.
Staff Attorney, Council #4

APPENDIX A WAGES

Section 1

Retroactive to July 1, 2017 to June 30, 2021 the following Wages shall be paid:

LOCAL 407 STRATFORD POLICE UNION SALARY SCHEDULE * JULY 1, 2017 THROUGH JUNE 30, 2021

Assistant Animal Control Officer - Pay Grade 6

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	49,839.07	52,330.72	54,825.92	57,319.91	59,808.06	62,300.90	0.00%
7/1/2017	51,085.05	53,638.99	56,196.57	58,752.91	61,303.26	63,858.42	2.50%
7/1/2018	52,362.18	54,979.96	57,601.48	60,221.73	62,835.84	65,454.88	2.50%
7/1/2019	53,671.23	56,354.46	59,041.52	61,727.27	64,406.74	67,091.25	2.50%
7/1/2020	55,013.01	57,763.32	60,517.56	63,270.45	66,016.91	68,768.53	2.50%

Animal Control Officer - Pay Grade 8

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	57,408.11	60,183.16	63,076.97	66,098.94	69,227.92	70,600.15	0.00%
7/1/2017	58,843.31	61,687.74	64,653.89	67,751.41	70,958.62	72,365.15	2.50%
7/1/2018	60,314.39	63,229.93	66,270.24	69,445.20	72,732.59	74,174.28	2.50%
7/1/2019	61,822.25	64,810.68	67,927.00	71,181.33	74,550.90	76,028.64	2.50%
7/1/2020	63,367.81	66,430.95	69,625.18	72,960.86	76,414.67	77,929.36	2.50%

Police Officer - Pay Grade 8

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	57,408.11	60,183.16	63,076.97	66,098.94	69,227.92	70,600.15	0.00%
7/1/2017	58,843.31	61,687.74	64,653.89	67,751.41	70,958.62	72,365.15	2.50%
7/1/2018	60,314.39	63,229.93	66,270.24	69,445.20	72,732.59	74,174.28	2.50%
7/1/2019	61,822.25	64,810.68	67,927.00	71,181.33	74,550.90	76,028.64	2.50%
7/1/2020	63,367.81	66,430.95	69,625.18	72,960.86	76,414.67	77,929.36	2.50%

Corporal / Senior Officer - Pay Grade 9

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	-	-	-	-	73,880.81	-	0.00%
7/1/2017	-	-	-	-	75,727.83	-	2.50%
7/1/2018	-	-	-	-	77,621.03	-	2.50%
7/1/2019	-	-	-	-	79,561.56	-	2.50%
7/1/2020	-	-	-	-	81,550.60	-	2.50%

LOCAL 407 STRATFORD POLICE UNION
SALARY SCHEDULE *
JULY 1, 2017 THROUGH JUNE 30, 2021

Detective with less than 3 years of service - Pay Grade 10

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	-	-	-	-	75,878.62	-	0.00%
7/1/2017	-	-	-	-	77,775.59	-	2.50%
7/1/2018	-	-	-	-	79,719.98	-	2.50%
7/1/2019	-	-	-	-	81,712.98	-	2.50%
7/1/2020	-	-	-	-	83,755.80	-	2.50%

Detective with 3 or more years of service - Pay Grade 10

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	-	-	-	-	-	77,125.03	0.00%
7/1/2017	-	-	-	-	-	79,053.16	2.50%
7/1/2018	-	-	-	-	-	81,029.49	2.50%
7/1/2019	-	-	-	-	-	83,055.23	2.50%
7/1/2020	-	-	-	-	-	85,131.61	2.50%

Sergeant with less than 3 years of service - Pay Grade 11

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	79,486.20	-	-	-	-	-	0.00%
7/1/2017	81,391.36	-	-	-	-	-	2.50%
7/1/2018	83,426.14	-	-	-	-	-	2.50%
7/1/2019	85,511.79	-	-	-	-	-	2.50%
7/1/2020	87,649.68	-	-	-	-	-	2.50%

Sergeant with 3 or more years of service - Pay Grade 11

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	-	83,748.68	-	-	-	-	0.00%
7/1/2017	-	85,842.40	-	-	-	-	2.50%
7/1/2018	-	87,988.46	-	-	-	-	2.50%
7/1/2019	-	90,168.17	-	-	-	-	2.50%
7/1/2020	-	92,442.87	-	-	-	-	2.50%

Lieutenant - Pay Grade 14

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	85,111.01	89,556.29	93,119.17	-	-	-	0.00%
7/1/2017	88,263.79	91,795.20	95,447.15	-	-	-	2.50%
7/1/2018	90,470.38	94,090.08	97,833.33	-	-	-	2.50%
7/1/2019	92,732.14	96,442.33	100,279.16	-	-	-	2.50%
7/1/2020	95,050.44	98,853.39	102,786.14	-	-	-	2.50%

LOCAL 407 STRATFORD POLICE UNION
SALARY SCHEDULE *
JULY 1, 2017 THROUGH JUNE 30, 2021

Captain with less than 3 years of service - Pay Grade 17

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	98,766.84	-	-	-	-	-	0.00%
7/1/2017	101,236.01	-	-	-	-	-	2.50%
7/1/2018	103,766.91	-	-	-	-	-	2.50%
7/1/2019	106,361.08	-	-	-	-	-	2.50%
7/1/2020	108,020.11	-	-	-	-	-	2.50%

Captain with 3 or more years of service - Pay Grade 17

Annual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Incr %
6/30/2016	-	102,715.38	-	-	-	-	0.00%
7/1/2017	-	105,283.26	-	-	-	-	2.50%
7/1/2018	-	107,915.34	-	-	-	-	2.50%
7/1/2019	-	110,613.22	-	-	-	-	2.50%
7/1/2020	-	113,378.55	-	-	-	-	2.50%

* Salary increase calculations:

Current annual MUNIS salary table with two decimals

X salary increase %

= Updated annual MUNIS salary table with two decimals

= Updated corresponding weekly MUNIS salary table with two decimals

= Updated corresponding daily MUNIS salary table with four decimals

= Updated corresponding hourly MUNIS salary table with four decimals

APPENDIX B
BASIC HEALTH AND MEDICAL INSURANCE

Effective 07/01/2015
High Deductible Health Plan
HDHP - \$2,000 Single / \$4,000 Family

In-Network

Deductible	\$2,000 Single and \$4,000 Family
Coinsurance	0% after deductible
Maximum Coinsurance	\$3,000 Single and \$6,000 Family
Maximum Out of Pocket	\$5,000 Single and \$10,000 Family
In-Network Benefits	
Office Visit	100% after Deductible
Preventive Visit	100% covered
Hospital	100% after Deductible
Out Patient Facility	100% after Deductible
Emergency Room	100% after Deductible
Urgent Care	100% after Deductible
Home Healthcare	300 visits 100% after Deductible (Limited to 120 visits home health aid)
Physical Therapy / Occupational Therapy / Chiropractic	100% after Deductible (90 visit maximum)
Speech Therapy	100% after Deductible (75 visits)
Allergy Injections	100% after Deductible (Unlimited)
Diagnostic Testing	100% after Deductible
High Cost Diagnostic	100% after Deductible

Out of Network

Deductible	\$2,000 Single and \$4,000 Family
Coinsurance	20% after deductible
Maximum Coinsurance	\$3,000 Single and \$6,000 Family
Maximum Out of Pocket	\$5,000 Single and \$10,000 Family

Prescription

Rx copay after Deductible effective 7/1/2016 plan year	
Retail Generic (30 day)	\$5 after deductible
Tier 1 Brand (30 day)	\$25 after deductible
Tier 2 Brand (30 day)	\$40 after deductible
Retail Generic (90 day)	\$10 after deductible
Tier 1 Brand (90 day)	50 after deductible
Tier 2 Brand (90 day)	\$80 after deductible

APPENDIX C
PART TIME ASSISTANT ANIMAL CONTROL OFFICER AGREEMENT

The following Agreement is between the Town of Stratford and Stratford Police Local #407, Council #4, AFSCME, AFL-CIO, regarding the Part-Time Assistant Animal Control Officer within the bargaining Unit.

This Agreement, in all respects, is incorporated in and fully made a part of this Agreement.

ARTICLE 3, HOURS OF WORK: the Part-Time Assistant Animal Control Officer shall work Monday, Wednesday, and Friday, 5:00 P.M. to 8:00 P.M., and Saturdays and Sundays, 9:00 A.M. to 2:00 P.M., however, the Town shall have the option to change said hours and/or work days, for the coming week, only in the event the employee, in writing, is given a minimum notice of seven [7] days prior to the commencement of said changes in hours and/or work days.

ARTICLE 4, WAGES: a] The hourly rate of pay effective July 1, 2002 through June 30, 2005 shall be Pay Grade 6 determined on an hourly basis.

ARTICLE 5, OVERTIME: the Part-time Assistant Animal Control Officer shall be paid straight-time hourly rate for all hours in excess of the scheduled work day outlined in ARTICLE 3, HOURS OF WORK, to a maximum of eight [8] hours per day, however, in the event of call-back, not connected to the regularly scheduled hours of ARTICLE 3, the Part-Time Assistant Animal Control Officer shall be paid a minimum of two [2] hours at time and one-half [1-1/2] the hourly rate of pay for all hours in excess of two [2] hours call-back and/or in excess of eight [8] per day, whichever is applicable.

ARTICLE 6, HOLIDAYS: the Part-Time Assistant Animal Control Officer will receive the thirteen [13] holiday credit days off as specified in Article 6 of the Animal Control Agreement. When the Part-Time Assistant Animal Control Officer takes a holiday credit day off it shall be considered one [1] work day according to the schedule of Article 3, Hours of Work.

When there is a cash-out for holiday credits, each holiday credit day shall be worth four [4] hours pay.

ARTICLE 7, VACATIONS: the Part-Time Assistant Animal Control Officer shall be entitled to the following Vacations, January 1 through December 31:
Years of Seniority as of December 31st: Amount of Vacation:

The Part-Time Assistant Animal Control Officer will receive the same Vacations outlined in Article 8, Vacations, in the Regular full-time Police Officers Agreement. When the Part-Time Assistant Animal Control Officer takes a Vacation day off it shall be considered one [1] work day according to the Schedule of ARTICLE 3, HOURS OF WORK.

ARTICLE 8, SICK LEAVE: The Sick Leave of ARTICLE 9, of the Regular full-time Police Officers Agreement shall be applicable to the Part-Time Assistant Animal Control Officer. When

the Part-Time Assistant Animal Control Officer takes a SICK DAY off of ARTICLE 3, HOURS WORK, it shall be considered one [1] sick day off.

ARTICLE 9, PENSION: the provisions of ARTICLE 9, PENSION, of the Animal and Assistant Animal Control Officer shall be applicable to the Part-Time Assistant Animal Control Officer.

ARTICLE 10, AUXILIARY INSURANCE: in effect for the Regular full-time Police Officers, ARTICLE 11, shall be fully applicable to the Part-time Assistant Animal Control Officer.

ARTICLE 11, SENIORITY: shall apply to the Part-Time Assistant Animal Control Officer as of the date of hire as the Part-Time Assistant Animal Control Officer.

ARTICLE 12, DISCIPLINARY ACTION: the provisions of ARTICLE 15, of the Regular full-time Police Officers Agreement, shall be fully applicable to the Part-Time Assistant Animal Control Officers..

ARTICLE 13, GRIEVANCE PROCEDURE, of the Regular full-time Police Officers Agreement, shall be fully applicable to the Part-Time Assistant Animal Control Officer.

ARTICLE 14, LONGEVITY: the provisions of ARTICLE 19, LONGEVITY, of the Regular full-time Police Officers Agreement shall be fully applicable to the Part-Time Assistant Animal Control Officer limited to the extent of fifty percent [50%] of the dollar amounts outlined in said ARTICLE 19 of the Regular full time Police Agreement.

RESIDENCY REQUIREMENTS, OF ARTICLE 21, and PRIOR PRACTICE, OF ARTICLE 22, of the Regular Full-time Police Agreement, shall be applicable to the Part-Time Assistant Animal Control Officer.

ARTICLE 17, UNIFORM ALLOWANCE, Effective July 1, 1999, the Uniform Allowance for the Animal Control Officer and Assistant Animal Control Officer agreement, shall be fully applicable to the Part-Time Assistant Animal Control Officer to the extent of one hundred [100%] percent of the dollar amounts outlined in said ARTICLE 17.

ARTICLE 18, NIGHT SHIFT DIFFERENTIAL, Effective July 1, 1999 the Part-Time Assistant Animal Control Officer shall be paid Night Shift Differential for all hours in excess of the normally scheduled hours of ARTICLE 3, HOURS OF WORK, and all overtime hours after 4:00 P.M. and before 8:00 A.M., including all callback hours after 4:00 P.M. to 8:00 A.M., to the extent of one hundred [100%] percent of the Night Shift Differential outlined in Article 20.

ARTICLE 21, MISCELLANEOUS, of the Animal and Assistant Animal Control Officers Agreement shall be fully applicable to the Part-Time Assistant Animal Control Officer.

ARTICLE 26, EDUCATION, of the Regular Full-Time Police Agreement, shall be fully applicable to the Part-Time Assistant Animal Control Officer to the extent of fifty percent [50%] of the dollar amounts specified.

The Provisions of ARTICLE 31, EMPLOYEE ASSISTANCE PROGRAM AND DRUG TESTING, of the Regular Full-Time Police Officer Agreement, are fully applicable to the Part-Time Assistant Animal Control Officer, the Assistant Animal Control Officer and the Animal Control Officer.

The Provisions of APPENDIX E. BEREAVEMENT, of the Regular Full-Time Police Agreement, shall be fully applicable to the Part-Time Assistant Animal Control Officer.

APPENDIX D
DOCTOR'S NOTE FORM
TOWN OF STRATFORD

HUMAN RESOURCES DEPARTMENT

(PLEASE TYPE OR PRINT CLEARLY)

To the Examining Physician:

The purpose of this examination is to determine the cause and validity of an absence from work by an employee of the Stratford Police Department.

1. Name of Patient _____ Age ____ Sex ____
2. Patient's Home Address _____
3. Date(s) illness or injury was first reported _____
4. Date(s) and time of doctor's first examination _____
5. Brief review of illness or injury (Diagnosis and Prognosis)

6. Patient will be able to resume full duty or light duty work on

7. Nature of limitations if light duty is prescribed _____

8. Will patient require any follow-up or treatments _____

I hereby certify I am a duly Licensed Physician in the State of Connecticut.

Date of this report: _____

Physician's Name _____
(please print or type)

Address: _____

Signature of Attending Physician

APPENDIX E
BEREAVEMENT LEAVE

Employees hired after January 1, 1989, shall also be entitled to the bereavement leave of APPENDIX F, Section 1, Death of Member of Immediate Family and Immediate Family.

APPENDIX F SICK LEAVE ORDINANCE

Section 1 Definitions

For the purposes of this division, the following words and phrases shall have the meanings respectively ascribed to them by this section.

Contagious Disease

A disease ruled as subject to quarantine defined by the Health Authority having jurisdiction.

Death of Member of Immediate Family

Any absence of a town employee from regularly scheduled work due to the death of any member of his immediate family shall be allowed for three days within the State, or four days if out of State, upon satisfactory proof submitted to his department head. The Mayor or designee of the Town may grant, at his discretion, additional time for death in a family.

Employee

Employee shall mean all of the uniformed and investigatory members of the Police Department of the Town of Stratford, including Animal Control Officer, Assistant Animal Control Officer, and part-time Assistant Animal Control Officer.

Immediate Family

Husband, wife, grandmother, grandfather, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, nieces or nephews, foster parents, uncle or aunt.

Immediate Household

Husband, wife, and children. Consideration of any other relative is at the discretion of the Mayor or designee of the Town.

Sick Leave

The absence from duty of an employee because of illness, exposure to contagious disease or attendance upon a member of his immediate household seriously ill and requiring the care or attendance of such employee.

Sick Leave Pay

Pay, wages, or other remunerations that may be payable to an employee of the Town while on sick leave as herein defined.

Vacation

That period of freedom, rest, or diversion for the employee from his regular duties that may be granted in accordance with any Town or department rule or regulation which now exists or which shall be promulgated at any time hereafter.

Section 2

GENERALLY

No employee of the Town shall receive any salary or wages or other remuneration from the Town unless he or she shall carry on the duties of his or her office or employment in the operation of municipal affairs unless it be during a period of a regularly scheduled vacation or during a period for which he or she may be granted a leave of absence with pay except he or she may be entitled to the same by virtue of an accumulation of sick leave days which would entitle him or her to sick leave with pay in accordance with the provisions of this plan.

Section 3

AMOUNT OF SICK LEAVE FOR WHICH EMPLOYEES ELIGIBLE

Each employee shall have unlimited sick leave provided that no continuous sick leave shall extend for a period of more than a year and a day.

Section 4

APPLICABILITY OF SICK LEAVE BENEFITS; SICK LEAVE DURING PROBATIONARY PERIOD

Any probationary employee hired prior to the ratification of this agreement who does not opt into the new Sick Leave Plan described in Article 9, Section 2 shall not receive the unlimited sick leave benefits described herein in Section 3 until the completion of five [5] years of employment. During this period, sick leave may be accrued or used at the rate of one day per month of service.

Section 5

ABSENCE FOR PORTION OF A DAY

Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with this division shall be charged proportionately in an amount not smaller than one-half of a day.

Section 6

GROUND FOR GRANTING SICK LEAVE

An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- a. Personal illness or physical incapacity except as otherwise provided in this plan.
- b. The illness of a member of the employee's household that requires the employee's personal care and attention for a period of three days only. It is understood by the parties that "three [3] days only" is defined to mean three [3] day's aggregate leave regardless of the number of family members or incidences of illness by them per year.
- c. Enforced quarantine of the employee in accordance with community health regulations.
- d. The death of a member of the employee's immediate family for a period of three days only.

An employee on sick leave shall inform his immediate superior of the fact and the reason therefore as soon as possible. Failure to do so within three days may be cause for denial of sick leave with pay for the period of absence.

Section 7

WHEN EMPLOYEES NOT ENTITLED TO SICK LEAVE

No employee shall be entitled to any sick leave pay when such leave is caused by an injury received during self-employment or any form of remuneration or employment by any other individual agency, partnership, firm or corporation.

Section 8

AUTHORITY OF TOWNS MAYOR OR DESIGNEE

Sick leave may be authorized by the Mayor or designee of the Town for other members of an employee's immediate household than those mentioned in Section 1 at his discretion.

Section 9

REDUCTION IN COMPENSATION WHEN EMPLOYEE ELIGIBLE FOR WORKMEN'S COMPENSATION BENEFITS

An employee receiving sick leave with pay who simultaneously receives compensation under Workmen's Compensation Laws shall receive for the duration of such compensation only that portion of his regular pay which will, together with such compensation, equal his regular pay. Such payment shall not exceed in duration the accumulated sick leave in an employee's sick leave bank, or if the employee remains in the old Sick Leave Plan for one (1) year and one (1) day.

Section 10

REPORT OF ABSENCE TO DEPARTMENT AND DEPARTMENTAL REPORT TO PAYROLL DEPARTMENT

All sick leave absences must be reported to department heads by absent employees immediately who in turn shall report to Payroll Department daily so that payroll records will record all absences, whether paid or unpaid.

Section 11

MEDICAL CERTIFICATE PREREQUISITE TO APPROVAL OF SICK LEAVE EXCEEDING THREE DAYS

Sick leave with pay of three consecutive working days for reasons of personal illness or physical incapacity shall be approved upon presentation of a medical certificate, certifying that the employee's condition prevented him from performing the duties of his position.

Additionally, the Mayor or designee of the Town may, at his sole discretion, require an employee to supply a medical certificate for one, two, or three working days sickness after 12 such days in any one year. The three working days provision is effective January 1, 1979. Effective January 1, 1979, any sick leave absence that is documented by a doctor's certificate will not be charged against the twelve-day provision.

Any abuse of sick leave shall result in appropriate disciplinary action.

Section 12

REVIEW OF SICK LEAVE CLAIMS EXCEEDING TEN DAYS

All claims for sick leave covering ten or more days shall be reviewed by the Finance Committee.

Section 13

USE OF FUNDS NOT PAID TO EMPLOYEES BECAUSE OF UNAUTHORIZED
ABSENCES

All monies not paid to employees because of absences not within the scope of these regulations shall be available for employment of substitutes at the discretion of the Mayor or designee of the Town.

APPENDIX G
MEMORANDUM OF UNDERSTANDING
DENTAL INSURANCE

The Town shall provide a full service family dental plan (Connecticut Blue Cross or equivalent.) Effective July 1, 2004 the Town shall provide Riders A and B to the above named plan (Connecticut Blue Cross Riders A and B or equivalent.) Effective July 1, 2006, the Town shall provide Dental Rider C. Effective January 1, 2007, the Town shall provide Dental Rider D with a six hundred (\$600) dollar lifetime maximum benefit administered by the insurance company, and the Town shall supplement said lifetime maximum benefit up to fifteen hundred (\$1,500) dollars through a reimbursement program administered by the Town.

APPENDIX H
PHYSICAL FITNESS STANDARDS

Town of Stratford

Police Department

PHYSICAL ABILITY STANDARDS

PHYSICAL AGILITY TEST BATTERY

Minimum Scores for Employment as Police Officer
(Scores Indicate 40th Percentile of Fitness)

SIT-UP **MUSCULAR ENDURANCE** - The score is the number
Of bent-leg sit-ups performed in one minute.

FLEX **FLEXIBILITY** - The "sit-and-reach" test
Measures the flexibility of the lower back and hamstrings.
The test involves stretching out to touch the toes and beyond with
Extended arms from the sitting position. The score is in inches reached in a
yardstick with the 15" mark being at the toes.

BENCH **ABSOLUTE STRENGTH** - One (1) repetition
Maximum bench press using Dynamic
Variable Resistance (DVR) protocol. The
Score is a ratio of weight pressed divided by Body weight.

1.5 MI RUN **CARDIOVASCULAR CAPACITY** - 1.5 mile run. The
score is in minutes: seconds.

<u>AGE/SEX</u>		<u>TEST</u>		
MALE	SIT-UP	FLEX	BENCH	1.5 MI RUN
20-29	38	16.5	.99	12:51
30-39	35	15.5	.88	13:36
40-49	29	14.3	.80	14:29
50-59	24	13.3	.71	15:26
FEMALE				
20-29	32	19.3	.59	15:26
30-39	25	18.3	.53	15:57
40-49	20	17.3	.50	16:58
50-59	14	16.8	.44	17:54

Appendix H (continued)
TOWN OF STRATFORD
Police Department

PHYSICAL AGILITY TEST

HOW WILL PHYSICAL FITNESS BE MEASURED?

The physical fitness test battery consists of four basic tests. Each test is a scientifically valid test. The tests to be given are described as follows:

1. 1 Minute Sit-Up Test

This is a measure of the muscular endurance of the abdominal muscles. It is an important area for performing police tasks that may involve the use of force. The score is in the number of bent leg sit-ups performed in 1 minute.

2. Sit and Reach Test

This is a measure of the flexibility of the lower back and upper leg area. It is an important area for performing police tasks involving range of motion. The test involves stretching out to touch the toes or beyond with extended arms from the sitting position. The score is in the inches reached on a yardstick with 15 inches being at the toes and the 36" mark being at the far end away from the toes.

3. 1 Repetition Maximum Bench Press

This is a maximum weight pushed from the bench press position and measures the amount of force the upper body can generate. It is an important area for performing police tasks requiring upper body strength. The score is a ratio of weight pushed divided by body weight.

(This must be performed on a Universal DVR machine)

4. 1.5 Mile Run

This is a timed run to measure the heart and vascular system's capability to transport oxygen. It is an important area for performing police tasks involving stamina and endurance. The score is in minutes and seconds.

Appendix H (continued)
Town of Stratford
Police Department

PHYSICAL AGILITY TEST

SCORING SHEET

NAME: _____

AGE: _____

	MINIMUM	COMPLETED	
SIT-UPS:			
FLEX TEST:			
BENCH:			
1.5 MILE RUN:			

Candidate Signature

Testing Standards Officer