

Agreement between the
Town of South Windsor,
Connecticut
and the
South Windsor Police Union
Nutmeg Independent Public
Safety Employees Union
7/1/2018 – 6/30/2021

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2018 - 2021*

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PREAMBLE

This agreement entered into by the Town of South Windsor, Connecticut (hereinafter referred to as the "Town") and the South Windsor Police Union, represented by Nutmeg Independent Public Safety Employees union (NIPSEU), (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, also the establishment of the rate of pay, hours of work, working privileges or benefits or such other matters that come within the general meaning of the terms, working conditions or other conditions of employment.

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ARTICLE 1— RECOGNITION

- 1.1 The Town recognizes the South Windsor Police Union, Nutmeg Independent Public Safety Employees union – NIPSEU, (also known as Nutmeg Independent Labor Unions) as the sole and exclusive bargaining agent for all full-time permanent sworn personnel excluding the Chief of Police and his/her second in command.
- 1.2 The Union recognizes the Town and the Chief of Police and their rights, power and authority and responsibilities, among which are:
- (a) To operate and manage the affairs of the Police Department
 - (b) The right to discipline and dismiss for just cause
 - (c) Any rights concerning the management and direction of the Police Department
 - (d) To establish departmental rules and procedures

ARTICLE 2 — MANAGEMENT RIGHTS

- 2.1 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 theretofore 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 Police Department 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 purpose of the Town.
 - (b) To establish or continue policies, practices and procedures for the conduct of the Town's operations and, from time to time, to change, or abolish such policies, practices or procedures.
 - (c) To establish or discontinue processes or operations or to establish or discontinue their performance by employees.
 - (d) To select and determine the number and the 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 interest of the Town or the Department (in accordance with other provisions of this Agreement).

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- (f) To prescribe and enforce 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 to the employees affected by them.
 - (g) To insure that incidental duties connected with any departmental operations shall be performed by employees.
 - (h) To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discrimination against its members. All work customarily performed will continue to be performed, unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
- 2.2 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of the statutory and charter provisions and are not subject to delegation in whole or part. Such rights are not 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 3 — UNION DUES CHECK OFF

- 3.1 The Town agrees to deduct Union dues once a week, from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Union and the aggregate deduction of all employees shall be remitted together with an itemized statement monthly to the Treasurer of the Union after such deductions are made.
- 3.2 In the event an employee receives no pay on the payday upon which the Union Dues are to be deducted, no deductions shall be made for that week.
- 3.3 When a member's dues are not deducted by reason of the conditions described in paragraph 3.2 of this Article, or by reason of an extended absence from the Department during which he/she is not paid, and such member returns to active duty, the Town shall reactivate the deduction of dues upon sufficient notification from the Union Treasurer.
- 3.4 Effective July 1, 2018, each member of the bargaining unit may become or remain members of the Union, with the appropriate dues deducted via payroll deduction as specified in Section 3.1 of the Article. A member who chooses not to become a member of the Union may pay an Agency Shop fee equal to the dues paid by Union members, and will not be a Union member, but will have the option to join the Union at any time. As an Agency Fee payer, the employee shall have the following rights: access to union counsel in pursuit of grievances or other labor-related complaints. If an employee chooses neither to be an Agency Fee payer or a Union member, then the employee shall have no rights to union

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membership. Such an employee shall be responsible for all costs and fees associated with all aspects of collective bargaining including but not limited to pursuit of grievances and MPP complaints on his/her behalf. Any such employee may be reinstated to union membership upon payment of a \$1000 initiation/reinstatement fee payable through payroll deduction.

ARTICLE 4 — DIRECT DEPOSIT

- 4.1** The Town of South Windsor offers direct deposit to all employees with any participating financial institution.
- 4.2** The Town shall remit all direct deposits to the financial institution(s) selected by the employees. The Town shall not be responsible for any computer or clerical errors in the direct deposits forwarded to the financial institution.

ARTICLE 5 – SALARIES

Salaries below are retroactive and shall be effective July 1, 2018.

	07/01/2018 2%	07/01/2019 2.8%	07/01/2020 2.95%
Officer			
Step 1	68,695.88	70,619.36	72,702.63
Step 2	74,147.93	76,224.07	78,472.68
Step 3	78,509.57	80,707.84	83,088.72
Step 4	82,871.22	85,191.61	87,704.76
Step 5	87,232.86	89,675.38	92,320.80
Corporal	93,625.93	96,247.46	99,086.76
Sergeant	102,490.98	105,360.72	108,468.86
Lieutenant	111,484.68	114,606.25	117,987.13

NOTE: Step 1 is entry level for new police officers. Step increases will occur annually on the member's anniversary date of hire. Lateral entry of experienced entry level Police Officers only; initial placement within the salary range based on years of previous law enforcement experience, certification, training, and/or education. After initial placement on the salary chart, officers with less than 5 years of service will move to the next step upon the anniversary of service corresponding to the next step. (I.e., Officer placed at step 3 will not move to step 4 until their 4th anniversary of service.)

- (a) New employees hired after July 1, 2006 may receive a \$2,000 bonus at management's discretion. Employee must remain employed by Town for five consecutive years. If the employee leaves, for any reason, the employment with the Town within 5 years, the \$2,000 bonus must be paid back by the employee.
- (b) All employees will be eligible to receive a voluntary 457 contribution match. The Town shall match the employee's weekly contribution up to a maximum of 2% of their base pay earnings. In order to receive this benefit, the employee must elect to open a 457 account or may use an existing 457 account previously established.

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- 5.2 Corporals and officers assigned as Field Training Officers (FTO) will receive compensation in the amount of (1) one hour of accrued time for everyday they are assigned to work with a trainee. Lieutenants, Sergeants, and Corporals assigned as FTOs to train new recruits or newly promoted supervisors will also receive the same compensation. This special function compensation is intended to compensate the Officer or Corporal for the additional duties imposed by the Town, while acting as an FTO.

ARTICLE 6 — HOURS OF WORK

- 6.1 The regular work week for each employee shall consist of forty (40) hours. Each work week shall consist of five (5) eight (8) hour work days. The work week shall start on a Sunday and end seven (7) days later on a Saturday. All employees shall be allowed one half (1/2) of an hour for lunch but shall remain available for serious calls. Employees assigned to administrative positions shall have the option of working (4) four ten hour days totaling (40) hours for the work week with the approval of their supervisor and at the Chief's discretion. Employees exercising this schedule option will not be eligible for overtime in their assignment until working past the tenth continuous hour of their regular shift.
- 6.2 Employees hereunder shall not be required to suspend work in regular hours to absorb overtime.
- 6.3 (a) The uniformed patrol division work day (24 hours) shall consist of three (3) shifts, or watches

Mid Watch	11:00 pm to 7:00 am
Day Watch	7:00 am to 3:00 PM
Swing Watch	3:00 PM to 11:00 PM

Watch periods will be for twelve (12) weeks, with days off rotating each week, retreating one day off with each rotation. The below is an example of one line of the schedule and is for illustration of how the rotation works:

Week One: Sunday / Saturday
 Week Two: Sunday / Friday
 Week Three: Wednesday / Thursday
 Week Four: Tuesday / Wednesday
 Week Five: Monday / Tuesday
 Week Six: Monday / Saturday
 Week Seven through Week Twelve: Repeat Week One through Week Six

Watches will rotate in a clockwise movement from Mid Watch to Day Watch to Swing Watch.

- (b) Each watch will be staffed proportionally, based upon the workload as determined by calls for service, and as determined by the Chief of Police or his/her designee. Watch positions (Supervisory and patrol officers) will be

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staffed through a bidding system, by seniority. An early and/or late car may be assigned, per shift, at the discretion of the Chief of Police or his/her designee.

No more than two slots on each watch will be reserved for officers designated as rotators. Rotators are defined as police officers assigned to patrol upon successful completion of the field training program.

Upon completion of the field training process each new patrol officer shall rotate through each of the three watches for a total of (3) schedule rotations (36 weeks). "One rotation" shall consist of one full schedule assigned to each watch. Watch assignments for such rotators shall be at the discretion of the Chief of Police however, the intent of this rotation is to ensure that each new patrol officer is exposed to the activities and routines of each of the three patrol watches.

Upon completion of the 36 week rotation period an officer will achieve bid status meaning that future patrol assignments will be through the seniority bid system. Once a patrol officer achieves bid status he or she cannot be returned to rotator status.

Any member assigned to the midnight shift shall receive 15 minutes of earned comp time for each straight time shift worked during the midnight shift. (Does not apply to midnight overtime shifts or any approved time off).

- (c) The Town reserves the right to adjust the assignment and work hours of a member in the event the member is put in a position of supervising or being supervised by a spouse or dating partner who is also a member of the bargaining unit. Such adjustment may be made to either or both of the employees engaged in such relationship and such adjustment will be made without regard to other applicable articles of this agreement. Any adjustment made in accordance with this article will not impact the bidding rights and scheduling of a more senior member. (The officer being moved cannot displace a more senior member from their place on the work schedule.) This is not intended to limit or preclude a member from working a short-term assignment such as private duty or an overtime shift when the married partner may also be working at the same time in a supervisory or other capacity.
- (d) The basic watch period for administrative assignments will be 8:00 AM to 4:00 PM, Monday through Friday. Assigned personnel may, however, work other flex type hours with the approval of their supervisor, (7:00 AM to 3:00 PM, 9:00 AM to 5:00 PM) without expense to the Town. Personnel in Administrative Assignment[s] will not normally be assigned to work on holidays covered by this agreement.

- 6.4 (a) Generally, a sergeant will be assigned as a field supervisor on each of the

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three watches for the duration of each work schedule. In the event a sergeant is not assigned to a particular watch from the beginning of the scheduled watch rotation as the result of a sergeant's extended absence or the lack of availability of a patrol sergeant, other patrol sergeants shall be given the opportunity to bid for the vacant field supervisor's position. This clause is intended to address the long-term scheduling of patrol sergeants and not vacancies that arise as the result of vacation or other bona fide time off.

- (b) In the event a patrol sergeant becomes unavailable to serve on a particular watch as field supervisor during a schedule rotation, the Chief of Police shall appoint one of the Corporals assigned to that watch as the field supervisor for the duration of the sergeant's absence. However, if such absence is expected to last more than five weeks, then the provisions of 6.4(a) above apply and other patrol sergeants shall have the opportunity to bid for the field supervisor's slot on that watch. A Corporal who is assigned to serve temporarily in the role of field supervisor for a period of more than five (5) consecutive weeks on one particular watch shall receive an increase of 5% of base pay for continued service in such position on that watch beyond the initial five week assignment. This increase shall not apply to shifts or assignments in which the Corporal is not serving in the role as field supervisor on their assigned watch.
 - (c) A Corporal who is assigned to serve in the role of field supervisor for a full fourteen week schedule on one particular watch shall receive a temporary increase of 5% of base pay for the entire twelve week schedule. Such increase shall not apply to shifts or assignments in which the Corporal is not serving in the role as field supervisor on their assigned watch.
- 6.5 Shift rotations shall be posted at least fourteen (14) days prior to the effective change, except for emergency situations and for the duration of the emergency.
 - 6.6 Once designated, and in the manner provided for in this Article an employee's regular days off shall not be changed during the work period, without the express approval of the employee.
 - 6.7 Voluntary watch swapping within rank may be allowed subject to the approval of the Chief of Police or his/her designee.
 - 6.8 Employees who receive mandated in-service training will be paid straight time regardless of its relation to the eight (8) hour day or forty (40) hour work week. Employees may elect to have the Department reschedule their days off, or to be paid in accordance with above.
 - 6.9 The Town and the Union mutually agree to explore new scheduling options. Should a mutually agreeable schedule be developed, said schedule will be implemented for a six (6) months trial period. If the Town and the Union, at the conclusion of the six (6) months, do not mutually agree on said schedule, the

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Union will revert back to the current schedule as described in 6.1 of this agreement.

ARTICLE 7 — OVERTIME

7.1 Overtime rates shall be paid for a minimum of (2) hours to a member called to work for any reason to include patrol duty or investigation or civil or criminal court not continuous with his or her regular workday or off duty in person consultations regarding but not limited to investigations, paperwork, or internal matters at a member's home. This language will not apply to phone calls lasting less than ten minutes or electronic communications (i.e. text messages or e-mails) that the officer is not mandated to respond to.

7.2 The Town shall have the right to assign overtime work as required and in a manner consistent with the operational requirements of the Police Department. Employees shall be given as much notice as possible for overtime opportunities. Overtime shall be filled in accordance with the Operations Directive.

Lieutenants, Sergeants, Corporals and Officers shall have the option of declining to work overtime except:

- (a) In any emergency situation as determined by the Chief of Police or his/her designee.
- (b) Continuation of a regular tour of duty, to complete an investigation or assignment, or until properly relieved.

7.3 The Chief of Police or his/her designee may offer but employees are not required to accept compensatory time off in lieu of overtime pay. Employees may accrue up to a maximum at any one time of ninety six (96) regular hours of compensatory time. At no time can an employee's accrued time in the bank and time scheduled ahead exceed 96 hours. Compensatory time will accrue at the rate of time and one half. Any unused time in the bank will float from year to year with no annual payout. Any accrued compensatory time will be paid to an employee upon separation, termination or retirement from Town service.

Employees may take earned compensation days off at their discretion subject to the approval of the Chief of Police or his/her designate. Requests for time off must be submitted to the Chief of Police or his/her designee in a reasonable amount of time when possible.

7.4 The Chief of Police reserves the right to assign overtime, other than patrol overtime, to personnel assigned to specific positions when the particular overtime assignments relate to the duties of the position. (Bicycle Patrol, Motorcycle Operators, Investigations, Traffic, K-9, Auxiliary School Resource Officer, Special Enforcement Unit, Elderly Service Unit, Youth Service Officer or other Administrative Assignment.)

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ARTICLE 8 — SENIORITY

- 8.1 Department seniority as used in this article is defined as the total length of full-time service with the employer in the Police Department
- 8.2 All new patrol officers shall serve a one and one-half year, (18 month), probationary period, during which he/she shall have worked as a full time employee and shall have completed successfully all schooling and training requirements. Probationary officers cannot use the grievance procedure during their probationary period, with reference to their probationary status. Unilateral extension of probationary periods by the Town may, however, be subject to the grievance procedure. Extensions of probation shall not be for a period in excess of six (6) months.
- 8.3 If more than one (1) appointment is made on the same day, the seniority of such appointees shall be in the order of appointment from the eligibility list.
- 8.4 An employee shall lose all seniority if: He/she is discharged for just cause; or, if he/she fails to return to work upon his/her expiration of leave of absence without a written explanation which is acceptable to the Chief of Police or to the Town manager.
- 8.5 Seniority will be computed from the date an employee is appointed a regular employee, including the probationary period.
- 8.6 In the event a reduction of personnel becomes necessary, layoffs shall be by inverse department seniority as defined by this Article. Laid off employees shall have one (1) year of recall rights if a new hire is required.

ARTICLE 9 — EDUCATIONAL INCENTIVE

- 9.1 The Town shall provide an educational incentive not to exceed three thousand (\$3,000.00) per employee per year, in approved courses of study or training. The employee must remain employed with the town for one year. If the employee voluntarily terminates employment prior to one year, they will be required to repay the incentive. A grade average of "C" or better must be maintained.
- 9.2 The program of study or training and cost estimate, shall be submitted (in writing) to the Chief of Police, and must be approved, in advance, by the Chief of Police and the Town Manager to be eligible for reimbursement. If the Chief of Police or the Town Manager denies a member's request for educational reimbursement, such denial will be forwarded, in writing, to the requesting member. The decision of the Chief of Police and the Town Manager shall be final.
- 9.3 Any employee who does not use any part of the "Educational Incentive" funds described in Section 9.1, during a fiscal year, (July 1 – June 30) shall receive a cash stipend according to the following schedule for a degree received during the

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previous 12 months. Such stipend shall be paid on the first pay period following August 1 on the first occasion following the receipt of the degree. A member is eligible for this payment on one occasion only.

<u>Degree</u>	<u>Stipend</u>
Associate's	\$ 500
Bachelor's	\$ 750
Master's or Post-grad	\$1,000

ARTICLE 10 —WORK ASSIGNMENTS – EXTRA DUTY

- 10.1 The term "Extra Police Work" or "Extra Police Duty" for the purpose of this Article shall mean police duty, for which the Town of South Windsor is reimbursed by a third party.
- 10.2 All extra duty assignments shall be made by members of the bargaining unit who hold supervisory rank within the agency.
- 10.3 In all extra duty assignments, regular full –time members shall be given first preference, and shall be allocated by means of the schedule program software by a combination sign-up/rotation system. The rotation system shall consist of a computerized roster containing the rotation bearing the name of an employee who has indicated his/her desire for such work. When an assignment becomes available, it shall be assigned as follows:
 - (a) If a request for extra police duty is received more than forty-eight (48) hours before the scheduled starting time, said request shall be posted in the schedule program. Members interested in working the extra police duty may sign up in the schedule program. Not more than forty-eight (48) hours prior to the start of the extra police duty, a member of the bargaining unit who holds supervisory rank with the agency shall assign the duty to one of the members that signed up for the duty. The duty shall be assigned by rotation using rotation system. Starting in the front of the rotation system, the computerized roster will be checked. Members who have not signed up for the extra duty are deemed to have refused the assignment and their position shall be rotated to the rear of the rotation.
 - (b) When a member is assigned extra police duty his/her position shall be rotated to the rear of the rotation system. If the extra police duty is subsequently canceled, and the member is not compensated as the result of such cancellation then the member's position shall be returned to its previous position in the rotation system prior to the assignment of said extra duty. If a member is compensated as the result of the cancellation of the extra duty, the member's position will remain in its position as if the member had worked the duty.
 - (c) In the event additional officers are requested for previously scheduled extra police duty after said duty has been assigned, the additional officers shall be

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assigned using the names of those officers who had signed up for the original extra duty. If none of the officers who originally signed up for the extra duty are interested in the assignment, then the duty shall be filled by contacting members via the rotation system. The rotation system shall operate in accordance with provisions in above paragraphs.

- (d) When a request for extra police duty is received less than forty-eight (48) hours prior to the start of said duty, or if no members have signed up for an extra police duty assignment, the extra police duty shall be assigned by contacting each member in the order presented in the rotation system. Members who hold positions in which their hours of work can be adjusted shall also be contacted. However, any flexing or swapping of work schedules must be approved by a member's supervisor. Members who refuse such an extra police duty assignment shall be moved to the rear of the rotation system.

Members who accept such an assignment are free to split the job as allowed in the past, however if the duration of the job will exceed 12 hours the member currently assigned to it must notify the on duty supervisor and the duration of the assignment shall be filled as a new short notice job via the rotation system. If the job cannot be filled, the member currently on the job shall have the option of staying on the job, not to exceed 16 hours.

- (e) Should an irregularity or other grievance associated with the assigning of private duty arise, the Chief of Police, upon complaint, will investigate and take action as appropriate however, financial compensation for the aggrieved party shall not be part of the final remedy for the grievance.
- (f) When a request for extra police duty is received less than forty-eight (48) hours prior to the start of said duty, the job will be considered an "emergency assignment" and the members shall be paid at Rate [2]. Except in the case of a "natural emergency, disaster, or weather condition."

10.4 Members assigned extra police duty shall be paid at the following rates:

Rate 1: A member who works extra police duty shall be paid at a rate of time and one-half top Corporal pay (Referred to as the Rate).

Rate 2: A member who works extra police duty on a Saturday or an emergency assignment as defined on 10.3(e) shall be paid at time and one-half of Rate 1.

Rate 3: A member who works extra police duty on Sunday or a Holiday provided for in this agreement or days of mourning, shall be paid double time of Rate 1.

10.5 Members will be paid for a minimum of four (4) hours. A member who works in excess of four (4) hours but not in excess of eight (8) hours shall be paid no less than eight (8) hours pay. A member who works in excess of eight (8) hours shall be paid at the rate of time and one-half of Rate 1, except in cases where the

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member is working an assignment paid at Rate 3 in which case work in excess of eight (8) shall continue to be paid at double-time rate of pay.

If an extra duty assignment is canceled (cancel time is determined by the time the vendor notifies dispatch) less than eight (8) hours prior to the start of said duty; the assigned member shall receive four (4) hours pay at the applicable rate.

A member who works extra police duty on a Saturday shall be paid at time and one-half of the Rate.

A member who works extra police duty on Sunday or a Holiday provided for in this agreement or days of mourning, shall be paid double time of the Rate and the four (4) hour and eight (8) hour minimums shall apply. Work in excess of eight (8) shall continue to be paid at double-time rate of pay.

ARTICLE 11 — VACATIONS

- 11.1 Vacations or ANY approved leave shall be granted by seniority as defined in Article 8. Department seniority will govern in case of conflict. In the case of two employees requesting the same day(s) of approved leave the senior member will be granted leave first. In the case of conflict, seniority shall not apply to requests made at least 14 days prior to the requested date. The leave will be granted to the member who requested the leave at least 14 days prior to the requested date. This section shall not apply to 11.2.
- 11.2 The vacation sign up schedule shall be posted in a mutually agreed upon location no later than January 10 each year. Any employee who fails to make his/her choice by April 15 shall forfeit his/her vacation choice by seniority for that year.
- 11.3 When requested, vacation leave shall be granted to two (2) members per watch, per day, by assignment and may be taken in fifteen (15) minute increments at the Chief's or designee's discretion. However, additional officers, per watch, per day, by assignment, shall be granted vacation leave, provided an overtime situation is not created at the time of the request. The Town shall determine who shall be authorized vacation leave based on the seniority provisions of this agreement.
- 11.4 Employees regularly scheduled to work a forty (40) hour week shall receive forty (40) hours' pay for each week of vacation.
- 11.5 Vacation time earned shall be credited to the member on January 1 each year according to the following schedule:

Years of Service	Vacation Days
After one (1) year	Ten (10) days
After five (5) years	Fifteen (15) days
After ten (10) years	Sixteen (16) days

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One (1) additional day of vacation shall be granted for each additional year of service not to exceed twenty-five (25) days.

Anniversaries that occur during the calendar year shall result in pro-ratio of the new vacation entitlement for the remaining periods of that calendar year.

- 11.6 Members cannot carry over in excess of five (5) vacation days from one year to the next year except upon written approval of the Town Manager and the recommendation of the Chief of Police.
- 11.7 For full time members who have worked longer than one (1) year, vacation pay or earned vacation time will be paid upon separation.
- 11.8 Vacation days will be allowed as in the past, or dependent upon adequate manpower assigned.
- 11.9 All members of the bargaining unit will be allowed a payout of a portion of vacation time up to five (5) days during the month of January of each year. The payout shall coincide with the payout of unused holiday pay on the payday closest to January 9th of each year.

ARTICLE 12 — UNIFORMS AND CLOTHING

- 12.1 The Town shall reimburse any police officer for the loss or damage of clothing and/or personal property suffered in the performance of duty. Such claims for loss must be supported with reasonable proof of loss and of the value of clothing and/or property.
- 12.2 The Town shall provide, without cost to any member, the laundering and dry cleaning of uniforms and plain clothes used or worn in the performance of police duties. Said cleaning will be provided on a regularly scheduled basis as mutually agreed upon by the Town and the Union.
- 12.3 The Town shall provide uniforms and equipment as needed on a turn in basis. All costs shall be paid by the Town.
- 12.4 Upon termination as a police officer with the Town of South Windsor, each member agrees to turn in all uniforms and equipment issued by the Town.
- 12.5 All members of the bargaining unit shall receive a reimbursement for work related footwear of up to \$200 per contract year after making a footwear purchase and providing the Town with a receipt.

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ARTICLE 13 — FUNERAL LEAVE

- 13.0 In the event of the death of a current spouse, a total of 10 days of leave shall be granted, with the first four days taken as funeral days, and the remaining 6 days, only if available, taken as sick days.
- 13.1 In the event of the death of an immediate family member, funeral leave of three (3) working days, with pay, shall be granted.
- 13.2 The “immediate family” shall include father, mother, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-child, or any relative living in the employee’s household.
- 13.3 In the event of death of an employee’s grandchild, grandparent, aunt, uncle, niece, or nephew, funeral leave of two (2) working days shall be granted. In the event of the death of a spouses grandchild, grandparent, aunt, uncle, niece, or nephew, funeral leave of one (1) day shall be granted.
- 13.4 Additional funeral leave may be granted by the Chief of Police in extenuating circumstances using sick leave time.
- 13.5 Any time off designated as funeral leave shall not affect sick leave or any other earned leave time.

ARTICLE 14 — SICK LEAVE

- 14.1 Sick leave shall accrue at the rate of one and one half (1½) calendar days per month for each month of employment. A maximum accumulation of one hundred seventy-five (175) days shall be allowed.
- 14.2 Upon retirement, the following shall apply:
- (1) Pay out to the employee: Employee shall receive pay in the amount equal to seventy-five percent (75%) of total accumulated sick leave to a maximum payment of one hundred fifteen (115) days.
 - (2) The following options shall apply:

The employee may opt to take a lump sum payment in the form of: a cash payout, or a partial cash payout, and/or elect to split the payment/remainder of the payment between a 457(b), 401(a), or other eligible account, or any combination thereof in accordance with subsection (a) of this agreement and applicable IRS regulations. The employee may also elect to split the payout over three consecutive tax years upon retiring or opt to split the payment in two tax years (12/31 and 01/01) upon retirement.

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- 14.3 If a member becomes ill for more than one (1) day while on vacation leave, such time shall be charged against "sick leave" and not "vacation leave", but only if the illness is for more than one day. Such a request must be approved by the Chief of Police. The Chief of Police may request acceptable certification from a medical doctor or appropriate authority.
- 14.4 Sick leave for a spouse or dependent child shall be allowed.
- 14.5 Qualifying leave under the Family Medical Leave Act (FMLA) shall run concurrently with an employee's sick leave.
- 14.6 Employees who discover they are pregnant shall be allowed to work in a limited or light-duty capacity for the duration of their pregnancy. "Light duty" shall be defined as it is defined in the Town's Workers' Compensation "Light Duty" policy.
- 14.7 Members who sustain an injury while on duty that renders them unable to fully perform their police duties for more than fifteen (15) working days shall be afforded the opportunity to return to work in a limited or light duty capacity if such a position exists.

ARTICLE 15 — GRIEVANCE PROCEDURE

- 15.1 Purpose: The purpose of this grievance procedure is to establish an effective mechanism for the fair, expeditious and orderly adjustment of grievances. Only matters involving interpretation, application or enforcement of the terms of this agreement shall constitute a grievance under the provisions of this grievance procedure.
- 15.2 Definition: A grievance for the purposes of this procedure shall be considered to be employee or Union complaints concerned with:
 - (a) Discharge, suspension, or other disciplinary action
 - (b) Charges of favoritism, or discrimination
 - (c) Matters relating to the interpretation and application of the articles and sections of this Agreement
 - (d) Interpretation and application of rules and regulations and policies of the Police Department
- 15.3 Procedure: Any employee may use this grievance procedure with or without union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may at its discretion process the grievance from the next succeeding step following that which the employee utilized. An employee must file a step one grievance, formally and in writing, within seven (7) of his/her assigned working days of the date of the

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occurrence of the aggrieved action, or said employee shall be barred from utilization of the remaining steps of the grievance procedure.

- 15.4 An employee or the Union, who has a grievance, as defined in section 15.2, subsections a, b, c, and d of this Article, shall have the right to appeal such grievance to the next succeeding step in which the grievance originated.

15.5 Steps of the Grievance Procedure

Step One

An employee or the Union, having a grievance, may submit the grievance, in writing, to the chief of Police. The Chief of Police shall render a decision within five (5) of his/her assigned working days.

Step Two

If the decision of the Chief of Police is not satisfactory, the complainant or the Union may submit the grievance, in writing, to the Town Manager filed within ten (10) calendar days of receipt of the decision. The Town Manager shall render a decision within ten (10) of his/her assigned working days.

Step Three

If the decision of the Town Manager is not satisfactory to the Union, it may present the grievance to the American Arbitration Association. Such a submission shall be made no more than fifteen (15) days after the decision rendered by the Town Manager. The cost of such arbitration shall be borne equally by the Town and the Union. There shall be a \$10,000 cap on Union's Arbitration costs (exclusive of Attorney's Fees) per contract year. If the Town Manager elects to use the American Arbitration Association thereafter, the Town will absorb 100% of the remaining Arbitration costs for that contract year. At the Town Manager's discretion, the Union and the Town may agree to use the State Board of Mediation and Arbitration in lieu of American Arbitration.

Exceptions:

In the event the employee or the Union is aggrieved by the Chief of Police or the Town Manager, the first step in the grievance process shall be the step above the aggrieving party.

Representation: All parties to any grievance shall have the right and choice of representation, at their own cost, whenever representation is desired.

Time extensions: Time extensions beyond those times stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned, provided said request is in writing.

- 15.6 One time each month, at a time convenient to both the union and the Chief of Police, the Chief of Police may meet with the Union's Officers for the purpose of discussing operational and labor-management relations.

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- 15.7 No grievance settlement or remedy made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

ARTICLE 16 — DISCIPLINE AND DISCHARGE

- 16.1 At all disciplinary hearings before the Town Manager, or any authorized committee, all witnesses shall be sworn. Mechanical recording equipment or a stenographer shall be used to record all testimony. The member(s) of the Union being disciplined shall have the right and choice of representation whether it be one or more.
- 16.2 The Union shall have the right to question the propriety of any such disciplinary action or charge involving suspension, discharge or reduction in grade or rank. Through the grievance procedure herein outlined, including arbitration.
- 16.3 Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss of wages. All decisions or results, regardless of outcome shall be available to the public via press release to local newspapers and press media.
- 16.4 All complaints by individuals shall be accepted and shall be investigated immediately. Such investigation shall be initiated and conducted in accordance with South Windsor Police Operations Directives. If the complaint is found to be not valid, then the complaint and the results of the investigation shall not be included in the employee's personnel file. Uncorroborated complaints must be retained, will sit in the I.A. file separate from Personnel File per statute.
- 16.5 Whenever a police officer is under investigation or subject to questioning by members of his/her department or any agency in conjunction with his/her department, for any reason which could lead to suspension, demotion, dismissal, other disciplinary action or criminal charges such investigation and/or questioning shall be conducted as near as is practical under the following conditions:
- (a) The investigation and/or questioning shall be conducted at a reasonable hour, preferably at a time when the officer is on duty, unless the seriousness of the investigation is of such degree that an immediate interrogation is required.
 - (b) The officer shall be informed of the rank, name and command of the officer in charge of the investigation and the interrogating officer(s).
 - (c) Whenever the interrogation relates to the officer being formally charged with a criminal offense, the employee under investigation at his/her request shall have the right to be represented by counsel. Such counsel shall be present at all times during such interrogation and may advise the employee.

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- (d) The employee shall have the right to be represented by a representative of the Union, during any hearing or interrogation or questioning which may lead to suspension, demotion, dismissal or any other disciplinary action.
- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow such personal necessities and rest periods as are necessary.

16.6 Any disciplinary action taken against a union member, up to and including a written reprimand, shall not be considered by the Town for purposes of promotion, transfer, special assignments, and disciplinary actions, at any time after 12 months have elapsed from the date of the offense, provided that the member has not engaged in the same prohibited act or omission during the 12-month period.

ARTICLE 17 — RULES AND REGULATIONS

- 17.1 The Town agrees to provide the Union and all members of the bargaining unit up to date copies of all rules and regulations and operational directives within sixty days of their effective date. Future changes or amendments to Town rules and regulations and Departmental Operations Directives shall be discussed with the Union before becoming effective.
- 17.2 The Town shall permit the membership to have a bulletin board located in a Police Department area for the purpose of posting notices relating to Union business and activities. Notices will be posted that are in keeping with the spirit and intent of this Agreement and that relate only to the Union, professional and police matters extraneous types of material shall not be posted.

ARTICLE 18 — EMPLOYEE GROUP INSURANCE

- 18.1 The Town shall provide, for active employees and their dependents, the following insurance plans or their equivalent. The premium for such coverage will be paid by the Town and the Union in accordance with the following schedule:

Upon the signing of this contract through 12/31/18:

Town	85%
Member	15%

For Members on the HDHP/HSA effective 1/1/19:

	1/1/19	1/1/20	1/1/21
Town	100%	100%	96.25%
Member	0%	0%	3.75%

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For Members enrolling mid-year that elect the PPO Plan instead of the HDHP/HSA (member must then move to the HDHP/HSA effective the following January 1 at premium cost share listed above):

Town	85%
Member	15%

The following insurance plans shall be available:

On or after January 1, 2007 all Police Union employees will participate in the Anthem Blue Cross/Blue Shield—Health Savings Account (HSA)

The following deductibles will remain in effect until 12/31/18:

This high deductible health plan (\$2,000 deductible for single and \$4,000 deductible for dependent or family plan):

The following deductibles will be effective 1/1/2019 through the remainder of the contract:

This high deductible health plan (\$2,500 deductible for single and \$5,000 deductible for dependent or family plan) with the funding of the deductible being the sole responsibility of the employee.

OR

A Comparable Plan

AND

Anthem Dental Benefits

In the event of an employee's death in the line of duty the Town agrees to contribute one hundred percent [100%] of the cost of such health insurance coverage for the spouse and dependents of said employee. Such contribution will not exceed a period of 24 months.

- (a) For all employees hired before July 1, 2006, the following shall apply; beginning upon retirement, the Town shall make payments covering 75% of the cost of retiree medical insurance benefits. The employee is responsible to pay the remaining 25% and may elect to pay his/her 25% out of funds maintained in the retirement health savings account referenced in Section 14.2(2).
 - (1) Medical insurance coverage shall be made available to retirees and their spouses, if any, as they exist at time of retirement.
 - (2) Once the retiree elects either of two options, i.e. individual coverage, or individual and spousal coverage, no changes in coverage shall be allowed by the retiree except to the extent that such change results in a reduction in cost of coverage for the retiree or the Town at the time of

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the change,. No change in covered parties shall be allowed to be made by the Town without approval of the retiree, and/or his spouse where the retiree is deceased, subject to provisions of the Plan.

- (3) In the event of the retiree's death, and where spousal coverage is elected by a retiree, the Town shall continue to pay 75% for health coverage for the spouse. The spouse is responsible to pay the remaining 25% and may elect to pay his/her 25% out of the retirement health savings account (if elected).
- (4) The Town's responsibility to make medical insurance coverage available for a retiree and/or his spouse shall cease once the retiree reaches age 65. Notwithstanding the foregoing, the Town's responsibility to make medical insurance coverage available for a retiree's spouse shall cease once the said spouse reaches the age of 65.
- (5) Retirees Covered by Insurance of Another Employer. Retired employees receiving insurance benefits, as specified in Article 18.1(a), who become employed by another employer and are eligible to receive health insurance benefits, shall immediately notify the Town that they have secured employment which provides insurance benefits. The Town shall have no obligation to the employee or his/her spouse to provide retiree insurance benefits from the date the retired employee is eligible to receive such insurance benefits as a result of said new employment and until such time that the retired employee certifies to the Town that he/she no longer is eligible to receive such insurance benefits from another employer.

Post-retirement health benefits from another employer shall not cost the retiree more than the 25% the retiree would have paid the Town of South Windsor towards his/her health coverage. If the cost to the retiree is more than the above mentioned 25%, the Town of South Windsor shall provide the difference directly to the retiree.

Retired employees participating in the retiree health insurance shall provide an annual notarized statement confirming that he/she is not eligible for health insurance benefits from another employer. The annual statement shall provide the name, address and telephone number of the current employer. Failure to provide such notification within sixty (60) days following July 1st shall result in termination of health insurance coverage. A retired member who is no longer eligible for health insurance benefits from another employer has the option to re-enroll in the Town's retiree health insurance plan.

- (6) Calculating the funding of the "sick payout account" for each individual retiree shall be determined by multiplying the maximum number of sick days allowed in Section 14.2(2) by the daily base wage rate of the retiree at date of retirement. Daily base wage is calculated

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by multiplying the employee's base hourly wage at the time of retirement by 8 hours.

(7) The Town's responsibility to make medical insurance coverage available for a retiree and/or his spouse shall cease once the retiree reaches age 65. Notwithstanding the foregoing, the Town's responsibility to make medical insurance coverage available for a retiree's spouse shall cease once the said spouse reaches the age of 65.

(c) Those employees hired after July 1, 2006 will be eligible to participate in the Town of South Windsor's health insurance plan, which is in effect at the time of their retirement and at their own expense.

(d) For those employees hired after July 1, 2006, the Town shall match the member's weekly voluntary 457 plan contribution of up to a 2% maximum of their base pay earnings IN ADDITION TO the regular 2% match described under salaries. This additional match is intended to be compensation to electively use toward retirement health care costs in lieu of the 75/25 retirement health insurance plan offered to employees hired prior to July 1, 2006.

(e) Members hired prior to July 1, 2006 covered by the 75/25 retirement health insurance will have the option to "opt out" of the 75/25 plan and receive the same benefit as described above in section (d). Once a member "opts out" they cannot return to the 75/25 plan. Employees electing to opt out shall sign a voluntary opt out waiver form.

18.2 The Town shall provide active employees and their dependents the following insurance plans:

(a) Life insurance determined by two times the employee's annual salary to nearest one thousand dollars of salary. Includes a dismemberment provision. The Town will contribute one hundred percent (100%) of the cost

(b) Twenty thousand-dollar (\$20,000) life benefit and dismemberment/disability provisions in the course of duty. The Town contributes one hundred percent (100%) of the cost.

(c) False Arrest Liability Insurance on all sworn officers with a minimum amount of one million dollars (\$1,000,000). The Town contributes one hundred percent (100%) of the cost.

18.3 Any employee may elect, on a completely voluntary basis, to waive Town-provided health insurance coverage. Employees electing to do so shall sign a voluntary waiver of coverage form at the beginning of any contract year.

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In consideration of such voluntary waiver of insurance coverage, the Town will pay a total of three thousand dollars (\$3,000) per year to each such employee, in quarterly installments each year that the waiver is enforced. The employee shall have the option of receiving the quarterly payments directed to their 457b or HSA accounts subject to applicable IRS law.

Any employee who, because of changed circumstances, wishes to exercise his/her insurance waiver may do so by notifying the Finance Department, in writing. Upon receipt of such notification, the Finance Department will contact the applicable insurance carriers and request reinstatement of the employee under Town-provided health insurance coverage.

Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. Employees who waiver insurance, and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers, including any waiting period or periods. The terms of the waiver provision must also be acceptable to the underlying carriers.

- 18.4 During any period of authorized leave of absence without pay, the employee may continue the coverage herein at his/her own expense.

ARTICLE 19 — HOLIDAYS

- 19.1 The following days shall be paid holidays for members of the bargaining unit. Said holidays shall be paid on the traditional calendar date on which the holiday occurs or as indicated below. Employees assigned to Administrative Assignments shall be paid their holidays on the observed business day of the holiday.

1. New Years Day
2. Martin Luther King's birthday
3. President's Day
4. Good Friday
5. Easter
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Day After Thanksgiving
13. Christmas Day
14. Floating Holiday

- 19.2 Employees who may be off on any of the holidays described in Section 19.1 of this Article, by reason of regular scheduled day off, shall receive either eight (8) hours of regular pay, payable on the pay day closest to January 9 of the following calendar year; or be credited with eight regular hours of time off. The employee

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may take the holiday time off subject to the provisions in section 19.3 of this Article.

- 19.3** Employees who are required to work on New Year's Day, Easter, Thanksgiving Day or Christmas Day, shall be paid time and one half their regular rate of pay. All other holidays shall be paid at the regular straight time rate. Employees working any holiday shall also receive either eight (8) hours of regular pay, payable on the payday closest to January 9 of the following calendar year; or be credited with eight (8) regular hours of time off. Employees that work beyond the initial eight (8) hours on a holiday will continue to receive credited time in their holiday bank hour for hour or minute for minute over the 8 hour mark. The employee may take the holiday time off subject to the provisions below.

An Employee may take any accrued time off at his/her discretion. Requests for time off will be completed in the schedule program software provided by the Department and submitted in advance when possible. Such requests are subject to the approval of the Chief of Police or his/her designee.

ARTICLE 20 — GENERAL PROVISIONS

- 20.1** Employees assigned to police vehicles shall be responsible checking the following fluid levels and adding when necessary, motor oil, water, antifreeze, transmission fluid, windshield washer fluid and gasoline. Except in an emergency or other unusual circumstance, an officer shall not be required to change a flat tire.
- 20.2** Employees required to work more than twelve (12) consecutive hours in unusual circumstances (storms, fires, floods, strikes, searches, etc.) will receive a ten dollar (\$10.00) meal allowance, per meal, except when meals are provided. This section shall not include normal police investigations or other normal police activities.
- 20.3** Deleted Language – Reserved for future use.
- 20.4** The Union agrees not to cause, counsel, or permit its members to strike, slow down, disrupt, impede or in any other way impair the normal functioning of the South Windsor Police Department. The Town shall not lock out any bargaining unit employee.
- 20.5** The Town agrees to allow the Union use of its photocopy equipment, computer equipment, email, and supplies to reproduce this contract and other official Union documents. The Town agrees to provide all members of the bargaining with copies of current Town of South Windsor Personnel Rules and Regulations.
- 20.6** The Union recognizes the position of Community Service Officer and Animal Control Officer as established by the Town. Community Service Officers and Animal Control Officers may be assigned to provide assistance to citizens and officers, and perform other services, the requirements of which do not mandate their performance by sworn/certified personnel. Their assigned duties and

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enforcement powers shall be limited to those consistent with the Town's Charter and statutory provisions of the State of Connecticut.

- 20.7** The Town agrees to issue a police identification card, badge and badge holder to each officer employed by the Department. Said items shall remain the property of the Department.

ARTICLE 21 — PROMOTIONS AND EXAMINATIONS

- 21.1** A member's eligibility to compete for a promotion or an administrative assignment shall be determined by the date of the competitive exam as determined by the Chief of Police.

Promotion to the rank of Police Corporal shall be on a competitive basis administered in a manner that is fair and equitable. The method of selecting candidates for the rank of Police Corporal shall be chosen by the Chief after consultation with the Union President:

- (a) The assessment center or interview panel shall be administered by a professional panel of personnel of higher rank than that being tested for.
- (b) Aspirants for the rank of Police Corporal shall have three years of experience as a police officer in the Town of South Windsor and a minimum of an Associate's Degree or 60 College Units, and once promoted agrees to actively pursue a Bachelor's Degree with a minimum of two courses per academic year.
- (c) The top three ranking people on the examination list shall be eligible for promotion.
- (d) Due to a hardship or course unavailability, the Chief of Police, or his/her designee may recommend a waiver per semester for a Police Corporal pursuing a Bachelor's Degree. It shall be at the sole discretion of the Town Manager, or his/her designee to grant said waiver.
- (e) Should a Police Corporal not actively pursue a Bachelor's Degree for two semesters and there has not been a waiver granted, said Police Corporal shall be placed on probation for the next semester. If the Police Corporal does not complete the next semester, the Police Corporal shall be demoted to the rank of Police Officer.

- 21.2** Promotion to the rank of Police Sergeant shall be on a competitive basis administered in a manner that is fair and equitable. The method of selecting candidates for the rank of Police Sergeant shall be chosen by the Chief after consultation with the Union President:

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- (a) The assessment center or interview panel shall be administered by a professional panel of personnel of higher rank than that being tested for.
- (b) Aspirants for the rank of Police Sergeant shall have one year experience as a Police Corporal in the Town of South Windsor and a minimum of an Associate's Degree or 60 College Units, and once promoted agrees to actively pursue a Bachelor's Degree with a minimum of two courses per academic year.
- (c) Be eligible for promotion, including currently serving as a Corporal.
- (d) Due to a hardship or course unavailability, the Chief of Police, or his/her designee may recommend a waiver per semester for a Police Sergeant pursuing a Bachelor's Degree. It shall be at the sole discretion of the Town Manager, or his/her designee to grant said waiver.
- (e) Should a Police Sergeant not actively pursue a Bachelor's Degree for two semesters and there has not been a waiver granted, said Police Sergeant shall be placed on probation for the next semester. If the Police Sergeant does not complete the next semester, the Police Sergeant shall be demoted to the rank of Police Corporal.

21.3 Promotion to the rank of Police Lieutenant shall be on a competitive basis administered in a manner that is fair and equitable. The method of selecting candidates for the rank of Police Lieutenant shall be chosen by the Chief after consultation with the Union President:

- (a) The assessment center or interview panel shall be administered by a professional panel of personnel of higher rank than that being tested for.
- (b) Aspirants for the rank of Police Lieutenant shall currently be serving as a Police Sergeant in the Town of South Windsor and a minimum of a Bachelor's Degree.
- (c) The Town shall retain the right to assign Lieutenants where deemed necessary in compliance with the terms of the CBA. Lieutenants shall have fixed days off (Saturday and Sunday) and will be considered as occupying an administrative assignment with the ability to flex their working hours and days off with the approval of their supervisor.
- (d) Lieutenants are eligible for overtime in accord with provisions of the CBA and the policies of the police department. A Lieutenant who fills an overtime assignment shall serve as the watch commander, or if the other Lieutenant is working, then he shall serve as the field supervisor.

21.4 Promotional lists shall remain valid for one (1) year from the date of publication. Said list may remain valid for an additional six months at the option of the Town

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Manager. The Town Manager must inform the Union, in writing, of such extension.

- 21.5 All newly promoted employees shall be subject to a six month probationary period. The probationary period is for the purpose of enabling the Department to determine if an employee has the attributes, attitude, and capabilities of such promoted position. Any employee who fails to meet such probationary period shall return to his/her former position/rank without loss of pay, seniority, or benefits of the former position/rank.
- 21.6 All promotions made to bargaining unit positions shall be from the membership of the South Windsor Police Department

ARTICLE 22 — UNION BUSINESS LEAVE

- 22.1 Five (5) members of the Union shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Members who are scheduled to be on a regular day off will have the option of changing their regular day off within the same pay period.
- 22.2 The Union shall have the right to schedule meetings of Union members. Those employees on duty during the time of such meetings may be allowed to attend, but will answer calls for police services. Such meetings shall not, in any way, impair the operational efficiency of the Police Department.
- 22.3 Two (2) selected representative members of the Union may be granted leave from duty with full pay for meetings between the Town and the Union if the representative members are on scheduled duty at the time of such meetings, and the purpose of such meeting is other than negotiation of an Agreement. Members who are scheduled to be on a regular day off will have the option of changing their regular day off within the same pay period.
- 22.4 No more than two (2) Union representatives shall be granted leave from duty with full pay for the purpose of attending labor and management seminars, at the discretion of the Chief of Police, not to exceed five (5) days. Additional members may also attend at the chief's discretion as long as their attendance does not cause any impairment to police operations.

ARTICLE 23 — PERSONAL LEAVE

- 23.1 Each employee shall be granted three (3) days of personal leave with full pay and benefits each fiscal year in order to conduct personal, legal or family business, which cannot be transacted at any other time.
- 23.2 The Chief of Police or his/her designee shall be notified in advance when possible.

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ARTICLE 24 — INJURY LEAVE

- 24.1 Each employee who is injured or disabled in the performance of his/her job duties shall be entitled to injury leave with full pay and benefits from the date of the injury until such time as he/she is able to return to duty or reaches a point of maximum improvement. Such leave shall not exceed twelve (12) consecutive months.
- 24.2 Full pay shall mean the salary and compensation received from the Town of South Windsor, to which the employee is entitled to receive on his/her regular pay period.
- 24.3 The employer shall pay the hospital, medical and drug expenses for each employee who is injured or disabled in the performance of his/her duties, provided that the injuries are reported within one (1) year of the date of the injury or disability or within sixty (60) days after the employee becomes aware of such injury or disability.
- 24.4 Notwithstanding any provision of Section 24.3 of this Article to the contrary, and for the purpose of Section 24.1 of this Article and Section 24.3 of this Article, any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability or death to an employee in the bargaining unit shall be presumed to have been suffered in the performance of his/her duties. Section 7-433c of the Connecticut General Statutes (heart and hypertension) as amended shall govern.
- 24.5 To determine if an injury is classified as "job related", the decision of the State Workmen's Compensation Commissioner shall rule, unless overruled by a Court of Law.
- 24.6 An employee out due to job injury or job related sickness shall not be charged with sick leave or any other time earned as leave. The employee shall be considered as in a working status, as it regards to retention of all benefits provided under this Agreement.

ARTICLE 25 — PERSONNEL EVALUATION

- 25.1 The Town and Union agree to establish a department policy for Personnel Evaluations that meets the minimum standards as outlined in C.A.L.E.A. standards 35.1.1 through 35.1.9 inclusive. The focus of this section shall be on coaching and mentoring by supervisory staff and include: Observations, Goals and Discussion. The associated department policy, 35.1 –Performance Evaluation, shall not be modified once approved without the mutual agreement of the Town and the Union. Evaluations are not to be used for disciplinary purposes. The Town may establish a pool of funds to be used as merit bonuses. Such funds shall be available for the chief of police to award employees who excel in the performance of their duties. The Chief of Police may award such funds with the approval of the Town Manager. A merit bonus may be rewarded for one incident

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in which an employee performed exceptionally well or for exceptional performance over a period of time. Such merit bonus may range from one hundred dollars to five percent of any employees pay.

ARTICLE 26 — PENSION

- 26.1** The Town shall provide pension benefits as described in this Article. A member is eligible to receive the benefits described in this plan provided he/she enrolls in said plan and makes the required contributions. A full time member is eligible to enroll in this plan after one continuous year of service provided he/she has attained the age of twenty-one. The town agrees to provide a complete copy of this pension plan to a Union representative.

The Town agrees to continue, and employees shall be entitled to, all pension benefits in effect at the time of execution of this Agreement, provided further that all employees who are members of the "Town of South Windsor Police Defined Benefit Retirement Plan" (The Plan) shall never have their benefits under The Plan decrease below those benefits provided and agreed as of July 1, 2009 until June 30, 2039 or thereafter.

Normal Retirement Date

The first day of the month coinciding with or next following an employee's anniversary of 25 years of service regardless of age or the first day of the month coinciding with or next following an employee's fiftieth (50th) birthday, provided the employee is employed by the employer or any associated employer.

Early Retirement Date

The first day of a month which precedes the Normal Retirement Date by not more than ten years.

Late Retirement Date

The first day of a month following Normal Retirement Date.

Disability Retirement

Certified by the employer to be permanently and totally disabled and completed ten (10) years of service as defined for vesting.

Vesting

A participant is 100% vested after completing ten years of continuous service. Participants eligible for early retirement are 100% vested. Years of continuous service during which the employee elected not to make required contributions are excluded.

Service Definitions

- (a) "Service means employment as an employee of the Employer or any associated employer.

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- (b) "Continuous Service" for the purpose of meeting the eligibility requirements and vesting means the number of whole years of continuous service of the employee with the employer or associated employer subject to item (c) below.
- (c) Any year of continuous service throughout which the employee elected not to make required contributions shall be excluded for purposes of eligibility and vesting.

Definitions

- (a) "Earnings" mean the member's basic earnings received from the employer and all associated employers during the plan year EXCLUDING overtime pay, bonuses, and any other compensation and all earnings received for any period during which he/she did not make required member contributions.
- (b) "Final Average Earnings" means the member's average monthly earnings during the last thirty-six (36) months immediately preceding the member's retirement date, date of termination, date of disability, or date of death. In the event a member does not receive earnings for at least thirty-six (36) months, his/her "Final Average Earnings" will be determined from the earnings during his/her total months of earnings.
- (c) "Normal Form" means a form of benefit providing monthly benefit payments to the member for life as of the date the member becomes a retired member with a single sum death benefit to be paid to a beneficiary in accordance with Section 6, if the total of all benefit payments made or due to the retired member does not equal or exceed his/her member accumulation.
- (d) Credited service equals item (d-1) plus, if applicable, item (d-2) subject to item (d-3).
 - (d-1) The number of whole years and completed months of service of the member with the Employer or any associated employer while in the eligible class beginning on the date he/she first began making required member contributions and before his/her retirement date, subject to the provisions of paragraph 1.04 (c).
 - (d-2) Any years and completed months of service of the member with the Employer or any associated employer prior to December 1, 1963.
 - (d-3) Any period of service during which the active member elected not to make required member contributions shall be excluded for purposes of determining credited service.

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Member Contribution

Each month an active member in the Eligible class shall make a member contribution. The amount of the contribution shall be as follows:

Each enrolled active member hired before July 1, 2005, who is a police employee under the Town's Defined Benefit Pension Plan account will make a member contribution of seven and three fourths percent (7.75%) of her/her base earnings.

Amount of retirement benefit at normal retirement

- (a) On or after July 1, 2001 an active member in the eligible class who makes contributions who retires from service on his/her normal retirement date will receive monthly retirement benefit in the normal form equal to item (i) times item (ii). Subject to terms (b) and (c) below

(i) Two and one-half percent (2.50%) of final average earnings times.

(ii) Credited Service (maximum of 30 years).

- (b) If a member transfers from an employee group to another employee group under this plan any retirement benefit credited to him/her under the former employee group or account, to his/her date of transfer, will become frozen under the former employee group or account, to his/her date of transfer, will become frozen under the former employee group or account. This retirement benefit will be payable to him/her on his/her retirement date under the provisions of the new employee group or account and will be used to offset any benefit which may have been credited to him/her under the provisions of his/her new employee group or account.

Retirement benefits will be credited to such transferred members under the conditions of his/her new employee group account, based upon all years of service including service credited to him/her under any other employee group or account. Upon reaching his/her retirement date, he/she will receive a yearly amount of retirement benefit under the provisions of the new employee group or account, offset by the yearly retirement benefit, if any, payable to him/her under the provisions of his/her former employee group or account.

- (c) In no event will the benefit provided for a member be less than the yearly amount of benefit provided for him/her on the date of transfer from one employee group or account to another employee group or account, or if greater, the amount of retirement benefit in force for the member under the group annuity contract immediately before January 1, 1984, determined from the contract.

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Maximum Benefit

Where, but for this provision, the sum of the defined benefit plan fraction and the defined contribution plan fraction would exceed 1.0, the annual additions to the members account under the defined contribution plan for the plan year shall be limited to the extent necessary under federal regulations to preclude the sum of the defined benefit plan fraction and defined contribution plan fraction from exceeding 1.0.

The maximum yearly pension benefit to which a police employee under the Town account is entitled is seventy-five percent (75%) final average earnings.

Cost of Living Adjustment (COLA)

Those employees receiving retirement benefits through the defined benefit plan shall be entitled, following one year of full retirement, to receive a cost of living increase (COLA) at a fixed rate of 2% on July 1, 2009. Said COLA will be adjusted July 1st every 3 years after July 1, 2009. This does not apply to those employees retired before July 1, 2006.

Pension Credit Buy-Back

Effective with the signing of this current Agreement (July 1, 2018 – June 30, 2021), employees who are active members of the Pension Plan shall have the option to buy back a maximum of five (5) years of service, in full year increments, for periods of time when, as an employee, they did not participate in the pension plan.

The employees will be offered, with proper notification from the Town, an open window period of three (3) months in which to notify the Town of their intention to buy back said years of service.

The required contribution shall be made within eighteen (18) months from the date of the notification from the Town pension plan as to the amount the employee must contribute. The contribution can be made as a one-time lump sum payment or paid on a monthly basis over the eighteen (18) month period. Payment shall be by check made payable to the Town of South Windsor.

26.2 Employees Hired After July 1, 2005

Those employees hired on or after July 1, 2005, may elect to participate only in the Town's ICMA Defined Contribution 401(a) Pension Plan.

Participants may elect to join the plan on the first day of any month after the start of their employment. Participants shall control the investment options of all funds in the plan.

Each week an enrolled active member in the eligible class shall make a member contribution. The amount of the contribution shall be as follows:

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After one year of employment the Town shall contribute 6% and the participant must contribute at least 6% of her/her base earnings each year. The employee has the option of putting in between 6% and IRS maximum allowable contribution. The maximum employee contribution amount will be governed by current IRS regulations. Once an employee elects a contribution percent, as stated in IRS regulations, the employee may not change his/her percent while employed by the Town of South Windsor.

Vesting:

Participants shall be vested in the plan on a pro-rated basis as follows:

After completing:

one year of continuous service = 20%

two years of continuous service = 40%

three years of continuous service = 60%

four years of continuous service = 80%

Five years of continuous service = 100%

Participants are always 100% vested for their personal contributions.

Normal Retirement Date

The first day of the month coinciding with or next following an employee's anniversary of 10 years of service or the first day of the month coinciding with the year of an employee's fiftieth (50th) birthday, provided the employee is employed by the employer or any associated employer.

Early Retirement Date

The first day of a month which precedes the Normal Retirement Date by not more than ten years.

Late Retirement Date

The first day of a month following Normal Retirement Date.

Disability Retirement

Certified by the employer to be permanently and totally disabled.

ARTICLE 27— NO DISCRIMINATION

- 27.1 The provisions of this Agreement shall be applied equally to all employees covered without regard to race, creed, color, sex, marital status, physical disability, political belief or union affiliation.

ARTICLE 28 — SAVINGS CLAUSE

- 28.1 If any article, or any section, of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other articles or sections, or portions thereof, which shall be valid.

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- 28.2** After a period of nine (9) months from the date of this Agreement, which constitutes the complete and entire Agreement between the Town and the Union, this Agreement shall replace and supersede all prior practices and Agreements, whether written or oral, unless expressly stated herein.

ARTICLE 29 — STABILITY OF AGREEMENT

- 29.1** No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.
- 29.2** The duration of this Agreement shall be a period of three (3) years, commencing July 1, 2018, and terminating June 30, 2021. No more than six (6) months prior to the expiration of this contract, the Union may notify the Town Manager by registered letter to commence negotiations for a new labor agreement.
- 29.3** The Town and the Union agree that the Town may request to re-open negotiations regarding health care insurance should such negotiations be mutually beneficial to both the Town and the Union. The Union understands that the Town will continue to explore health care premium savings through the implementation of increased deductibles on the health savings account (HSA) plan as described in this agreement.
- 29.4** Excise Tax: The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) 849801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018.

Should any Federal statute or regulation pertaining to IRC 849801 be mandated to take effect in the 2017-2018 contract year triggering the imposition of an excise tax with respect to any of contractually agreed upon insurance plans offered herein, the town and the union agree to commence mid-term negotiations on the excise tax. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

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SIGNATURE PAGE

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed at South Windsor, Connecticut this 4 day of December, 2018.

TOWN OF SOUTH WINDSOR, CONNECTICUT

By: Matthew B. Galligan
Matthew B. Galligan
Town Manager

Scott P. Custer
Chief of Police

THE SOUTH WINDSOR POLICE UNION, (and)
Nutmeg Independent Public Safety Employees Union (NIPSEU) / Nutmeg Independent
Labor Unions

By: Christopher R. Duchesne
Christopher R. Duchesne, President