

**AGREEMENT**

**between**

**THE TOWN OF TRUMBULL**

**and**

**THE TRUMBULL POLICE UNION LOCAL 1745  
COUNCIL #4, AFSCME, AFL-CIO**

**July 1, 2016 - June 30, 2019**

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This agreement is by and between, respectively, the Town of Trumbull, hereinafter referred to as the "Town," and Trumbull Police Union Local 1745, Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

### **ARTICLE 1 RECOGNITION**

Section 1. The Town hereby recognizes the Union as the sole and exclusive bargaining representatives for all regular full-time sworn Police Officers, up to and including the rank of Captain, employed in its police department, but excluding the position of Deputy Chief (which is second in command) or any other position which is second in command below the Chief, with respect to wages, hours, and working conditions.

### **ARTICLE 2 MANAGEMENT RIGHTS**

Section 1. There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers, and authority which the Town had prior to the effective date of this contract unless and only to the extent that such provisions of this Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes the Town's rights to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, and layoff, the right to make all plans and decisions on matters involving its operation, the extent to which facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof, removal of equipment, outside purchases of products and services, the scheduling of operations, means and processes of operations, the materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities, to maintain discipline and efficiency of employees, to prescribe rules to that effect, to establish and change production standards and quality standards, determine the qualifications of employees, regulate quality and quantity of production, and to run the department efficiently, except that any mandatory subject(s) of bargaining shall not be implemented until negotiated with the bargaining unit.

### **ARTICLE 3 POLICE MANUAL**

Section 1. The "Police Manual, Town of Trumbull, Connecticut" as amended from time to



time by the Board of Police Commissioners, subject to the requirements of the Municipal Employees Relations Act, shall be used and continue to be in full force and effect. The Town will post a copy of the Police Manual online.

#### **ARTICLE 4 SENIORITY**

Section 1. Departmental seniority shall mean the length of a police officer's continuous service as a police officer in the Trumbull Police Department ["the Department"] beginning with his/her most recent date of hire as a police officer, provided, no police officer shall attain seniority or seniority rights as a police officer, as described above, until he or she is certified by the Department as a police officer. Certification shall occur not later than one (1) year after the date of hire; except in the case of the hiring of an experienced police officer in which case certification shall occur not later than six (6) months from the date of hire. An officer shall be considered a probationary employee and may be terminated at any time with or without just cause for the period of time commencing on his/her date of hire and ending six (6) months after certification from POST.

Section 2. Rank seniority shall be defined as follows:

- [a] Police officer [Patrolman] - Seniority shall be determined by the length of continuous service within the department commencing from the date of hire as a regular police officer. In the event two or more police officers were hired on the same date, the police officer scoring highest on the entry level written examination shall be considered to be the more senior. In the event more than one (1) police officer is hired on the same date, and there was no written examination score, seniority as a police officer shall be based upon ranking by the Police Commission on the date of hire.
- [b] Sergeants/Detective Sergeants - Seniority shall be determined by the length of time in grade as a sergeant and/or detective sergeant commencing with the date said sergeant/detective sergeant was sworn in at that rank. In the event two or more sergeants were sworn in at the rank on the same date, departmental seniority will determine the more senior. In the event a tie still exists, the sergeant with the higher score on the written competitive examination from which he was appointed to the rank shall be considered to be the more senior.
- [c] Lieutenants - Seniority shall be determined by the length of time in grade as a lieutenant

commencing with the date said lieutenant was sworn in at that rank. In the event two or more lieutenants were sworn in at the rank on the same date, departmental seniority will determine the more senior. In the event a tie still exists, the lieutenant with the higher score on the written competitive examination from which he was appointed to the rank shall be considered to be the more senior.

- [d] Detectives - Seniority shall be determined by the length of continuous service commencing with the date the employee was sworn in at that rank. In the event two or more detectives were sworn in on the same date, seniority shall be determined by the higher departmental seniority. . In the event a tied still exists, the Detective with the higher score on the written competitive examination from which he was appointed to the rank shall determine who is more senior.
- [e] Captains - Seniority shall be determined by the length of time in grade as a Captain commencing with the date sworn in at that rank. In the event two or more Captains were sworn in at that rank on the same date, department seniority will determine who is more senior. In the event a tie still exists, the Captain with the higher score on the written competitive examination from which he was appointed to the rank shall determine who is more senior.

[f] Communications Officers

Communications officers shall be selected as follows:

- 1) The Communications officer positions shall be bid for a period of six (6) months.
- 2) Any patrol officer with at least two years of seniority shall be eligible to bid for a communications officer position.
- 3) If no eligible officers bid for the communications officer position, the Chief shall assign a patrol officer from the shift on which the vacancy exists. Eligibility for such assignment shall be at least two years and not more than fifteen years seniority.
- 4) If there are no police officers on the shift who are so eligible, the Chief may assign an eligible patrol officer from another shift.
- 5) Assignments made by the Chief in accordance with subsections (3) and (4) above shall extend only until the next scheduled bid procedure.

Eligible officers with the least amount of seniority and previous assignment to the Communications officer position shall be assigned first, and so on.

If two communications officers are assigned to a shift and one is absent from duty, the decision to replace the officer shall be made by the Chief or his designee.

Should the Chief or his designee decide that the communications officer is to be replaced, the replacement may be assigned from the patrol officer on duty during said shift.

If one communications officer is assigned to a shift and is absent from duty, the other communications officers will be polled according to the regular overtime procedure to fill the slot.

If no communications officer accepts the overtime assignments, and the shift has additional available manpower, the Chief or his designee may assign a replacement from the patrol officers on duty who have three or more years of service.

If no additional manpower is available, the Chief or his designee may assign a replacement from the patrol officers on duty who have three or more years of service and call back an additional patrol officer utilizing the regular overtime procedure.

If the communications officer position still is unfilled, the Chief, or his designee shall select a replacement from the list of communications officers and order the least senior Communications Officer to work.

The rate of pay for a Communications Officer shall only be received by him/her while serving in the capacity as the Communications Officer.

- [g] Traffic and Training Division – Seniority shall be determined by the length of continuous service commencing with the date the employee was assigned in that division. In the event two or more officers were assigned on the same date, seniority shall be determined by the officer in that division with the highest departmental seniority. In the event members of the traffic or training division are re-assigned to the patrol division, previous members of said division in order of most seniority must fill any further traffic or training



division assignments. As of 7/1/16, all future vacancies to the Traffic and Training division shall be at the discretion of the Chief. The Town may temporarily assign one police officer at a time to the Traffic Division for educational purposes. Said police officer will be selected at the discretion of the Chief. Said assignment shall last for up to twelve [12] months and will not be extended for any purpose.

- [h] The period of continuous service as defined in Sections 2[a] and 2[d] of this Article, or the period of time in grade as defined in Section 2[b], 2[c] and 2[e] of this Article shall be adjusted to reflect any period of a leave of absence. Said periods shall be adjusted to reflect any period that an employee was suspended without pay after July 1, 1983.

Section 3. An employee's seniority will be broken and cease when he/she:

- [a] quits
- [b] retires
- [c] is discharged for cause
- [d] is laid off for a consecutive period equal to his/her seniority at the time of layoff, but in no event to exceed twelve [12] months.
- [e] dies
- [f] fails to return as scheduled from an approved leave of absence.
- [g] is absent without leave for four [4] consecutive working days, except for a medical emergency of the employee.

Section 4. In the event an employee loses his/her seniority and the Town should decide to re-employ such employee, he shall be re-employed at a rank and rate to be determined by the Police Commission, but in no event shall his/her rank and rate at re-employment be higher than his/her rank and rate at the time he lost his/her seniority. Re-employment rights shall be to a maximum of two (2) years and the employee may be required to complete a physical examination.

Section 5. All interdivision and intradivision job assignments, excluding promotions shall be made on the basis of rank seniority. When a vacancy in an assigned job occurs, said job assignment shall be posted for ten [10] calendar days and employees shall indicate before the expiration of the 10th day, in writing, to the Chief of Police their interest in said assignment. The Chief will make an initial assignment to the job within 45 days of the date of posting from among the six [6] senior candidates. Where a sergeant is required, the assignment will be made from the four [4] most senior sergeant

candidates.

Notwithstanding the procedure above, the Chief shall have the sole discretion of appointing and removing employees to each of the following assignments: [1] internal affairs/administrative services, [2] recruitment, [3] one supervisory staff position, [4] undercover assignments, [5] SRO, ERT, FTO, motorcycle, scuba, honor guard and any other specialized unit, (6) Training and (7) Traffic. The Chief shall have the sole discretion with respect to the assignment of Captains and non-patrol Lieutenants.

The Town agrees to post any regional assignments that do not require a specific grade or rank according to Article 4 Section 5. The term "undercover assignments" as used in Article 4 Section 5 means assignments in which a police officer observes or makes contact with suspected criminals or informants without disclosing his/her role as an agent of the police. Indicia of an undercover assignment may include, without limitation, the following:

- (1) The assignment is not divulged to anyone except the person so assigned and his supervisor.
- (2) The identity of the individual is not disclosed to the public or is given out on a need to know basis.
- (3) The assignment requires irregular hours and generally not reporting to a police facility.
- (4) The activities of the individual do not disclose themselves until such time as a supervising authority decides, e.g. requiring court testimony which would reveal or identify the individual and undercover activity.

Section 6. Any reduction in staff shall be in inverse order of departmental seniority. Employees shall retain recall rights for a period of two [2] years from the date of lay-off. Upon recall within the two [2] year period, employees shall be credited with continuous service accumulated prior to the date of lay-off. Recall to work shall be in inverse order of lay-off.

Section 7. All regular Trumbull Police Officers, up to and including the rank of Captain, shall have the first choice of all departmental assignments.

## **ARTICLE 5 WAGES**

### Section 1.

Effective July 1, 2016, the wage scale below shall be increased by the negotiated general wage increase outlined below:



Effective July 1, 2016, wages shall increase by two and a half percent (2.5%) over wages as of June 30, 2016. Effective July 1, 2017, wages shall increase by two and a half percent (2.5%) over wages effective June 30, 2017. Effective July 1, 2018, wages shall be increase by two and a quarter percent (2.25%) over wages effective June 30, 2018.

2.5% Wage Increase

July 1, 2016

2016/2017

Police Officer hired before 7/1/2016	\$55,583	\$71,626	\$77,903		
Police Officer hired on or after 7/1/2016	\$55,583	\$60,477	\$65,803	\$71,598	\$77,903
Detective	\$83,302				
Communications Officer	\$80,016				
Sergeant	\$82,793	\$89,780			
Det. Sgt.	\$87,684	\$93,662			
Lieutenant	\$96,543	\$102,425			
Captain	\$107,744				

2.5% Wage Increase

July 1, 2017

2017/2018

Police Officer hired before 7/1/2016	\$56,972	\$73,417	\$79,851		
Police Officer hired on or after 7/1/2016	\$56,972	\$61,989	\$67,448	\$73,388	\$79,851
Detective	\$85,384				
Communications Officer	\$82,016				
Sergeant	\$84,863	\$92,024			
Det. Sgt.	\$89,876	\$96,004			
Lieutenant	\$98,956	\$104,986			
Captain	\$110,437				

2.25% Wage Increase

July 1, 2018

2018/2019

Police Officer hired before 7/1/2016	\$58,254	\$75,068	\$81,647		
Police Officer hired on or after 7/1/2016	\$58,254	\$63,384	\$68,966	\$75,039	\$81,647
Detective	\$87,305				
Communications Officer	\$83,861				

Sergeant	\$86,773	\$94,095			
Dct. Sgt.	\$91,898	\$98,164			
Lieutenant	\$101,183	\$107,348			
Captain	\$112,922				

Section 2. All employees shall advance from step to step on their anniversary date each year until the employees reach their maximum rate for their respective classifications. Upon promotion the employee shall be placed on the Step that grants the employee an increase in pay.

Section 3. On the first pay date in December, employees shall receive, a rotation premium for work on the following shifts. Such premium shall be prorated based upon the number of months an employee was assigned to said shift.

Midnight to 8:00 a.m. Shift - 2.25% of base salary

4:00 p.m. to midnight Shift - 1.00% of base salary

Section 4. Members of the Detective Bureau shall receive a rotation premium of \$575 payable in accordance with Section 3.

Section 5. Traffic officers, FTO's and youth officers shall earn the same rate of pay as the communications officer rate of pay, for those hours in which they are performing the functions of those designated positions; provided, however, they shall only receive said rate of pay when actually performing the duties associated with those functions.

Section 6. The Town shall have right to implement a biweekly pay cycle after June 30, 2018. The Town will provide at least thirty days' notice prior to implementation.

Section 7. The Town shall have the right to require direct deposit of all pay checks.

Section 8. On or before January 1, 2017, the Town shall provide an option for employees to participate in a Roth 457 deferred compensation plan administered by any current or future companies contracted by the Town.

## ARTICLE 6 MEDICAL

Section 1. Effective July 1, 2016 or when administratively feasible, the Town will provide the State of Connecticut Partnership Plan 2.0 to enrolled employees and eligible dependents. Employees shall contribute towards the cost of medical insurance as follows:

Effective and retroactive to July 1, 2016 – 11%

Effective July 1, 2017 – 12%

Section 2. The Town may provide the insurance in Sections 1 and 2 through carriers other than those stated in Sections 1 and 2 provided, however, that said insurance are equal to or better in benefits and the manner of payments and services.

Section 3. Eligible employees may elect to waive all group health coverage and in lieu thereof, receive a payment annually in accordance with the following schedule: single-\$1,875.00; two-person-\$3,700.00; family-\$5,000.00. Effective July 1, 2016, the waiver payment for group health coverage shall be eliminated. Those employees who are currently receiving payment for waiving medical coverage prior to July 1, 2016, shall continue to be eligible to receive the payment outlined herein provided they continue to waive coverage. Employees may continue to waive coverage; however, they shall not be eligible to receive payment for waiving.

- [a] Payment to those employees waiving health coverage will be made on an annual basis. Notice of intent to elect and re-elect the waiver must be filed with the Human Resources/Civil Service Department by June 30th of the previous year. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance. Employees must notify Human Resources at least thirty (30) days prior to the first of the month in which medical coverage will resume and are required to return to the Town of Trumbull a pro-rated portion of the bonus, one-twelfth (1/12) for each month of the calendar year that the coverage is in effect, payable in a manner indicated by the Town. Reinstatement of Town medical coverage in the middle of the plan year is permitted if the employee experiences a loss of health insurance coverage by his/her carrier.
- [b] An Employee may not receive compensation for waiving group health coverage if the employee's spouse is an employee of the Town or Board of Education and participates in the group health plan.

Section 4. In addition to continuing the Police Association of Connecticut insurance, the Town agrees to provide the employee with a \$50,000 life insurance policy; retirees shall be eligible for \$5,000 of life insurance coverage up to age 70.

Section 5. There shall be a Retiree Insurance Benefit Fund which shall provide for the payment of insurance premiums, as defined in this Section, for those department members who retire under Article



37, Section 7 or as outlined herein. Said fund shall consist of its assets on the date of this Agreement, and shall be increased by the contribution, by weekly payroll deduction, of one percent [1%] of each employee's base salary. Said fund shall be administered by the Town Finance Director, the Town Treasurer, and one [1] Union Representative selected by the Union. The retiree premium amount for retiree coverages herein shall remain the same for fiscal year 2016/17 as it was in 2015/16 for those retired and covered prior to July 1, 2016. The retiree amount for those retiring on or after July 1, 2016 and for subsequent years beyond the one year freeze will be the under 65 retiree amount as set by the State of Ct for the State Partnership Health Plan 2.0.

The medical insurance premiums specified in Section 1 and Section 2 of this Article, shall be paid from said Fund at a rate of seventy percent [70%] from the Fund and thirty percent [30%] paid by the retiree, deducted from the retiree's pension. If a retiree does not sign a deduction authorization, he/she shall forfeit said benefit.

The retiree and current spouse shall be covered by said medical insurance, as specified in Sections 1 and 2 of this Article, until said retiree and/or spouse are eligible to be covered by Medicare and Medicaid, however, the retiree and/or spouse shall not be included in the above medical insurance, in retirement, for any period of time said retiree and/or spouse is covered elsewhere by insurance equal to or better than the coverage provided by the Town. The spouse shall be required, semi-annually, to submit an affidavit of coverage, including policy number, to the pension board. Failure to submit said affidavit shall result in the forfeiture of said insurance by the retiree and/or spouse.

Employees retired prior to the signing of this Agreement, or any surviving spouse of a retiree or police officer who dies in the line of duty, at any time, may remain covered by said medical insurance, as specified in Sections 1 and 2 of this Article until eligible for Medicare and Medicaid, and/or until remarriage, provided said premiums are paid for by said employee, retired prior to the signing of this Agreement, or surviving spouse of a deceased retiree by deduction from the pension received. If the retiree or spouse does not sign a deduction authorization, he/she shall forfeit said benefit.

To qualify for the insurance, as specified in Sections 1 and 2 of this Article, in retirement, after the date of signing of this Agreement, the retiree must have completed twenty [20] or more years of service with the Trumbull Police Department, except if the employee dies in the line of duty as specified above.

A return of employee contributions to the Retiree Health Insurance Fund, without interest, in the

event of separation from the department prior to eligibility for this benefit, shall be as follows:

0 to 5 years of service:	No return of contributions
6 to 10 years of service:	30% return of contributions
11 to 15 years of service:	50% return of contributions
16 to 19 years of service:	75% return of contributions
20 or more years of service:	100% return of contributions

In the event contributions are not withdrawn, a retiree who has twenty (20) or more years of service and has not participated in the Retiree Health Insurance Fund, shall be entitled to 100% return of his/her contributions before or when he/she becomes eligible to be covered by Medicare or Medicaid.

In the event contributions are withdrawn, no insurance premiums in accordance with this Article shall be paid from said Fund on behalf of that employee or spouse. Any job-related and/or non-job-related injury pensioners, if retired with less than 20 years of service, shall have the contributions returned as specified above, based upon years of service completed.

Retirees with a Heart and Hypertension pension, with workers' compensation benefits actually paid, shall have the contributions returned as specified above, based upon years of service completed.

In the event of death in the line of duty, there shall be a 100% return of the deceased employees' contributions, regardless of years of service, to be paid to the surviving spouse, or if not survived by a spouse, to the beneficiary of the deceased's Town insurance policy.

## **ARTICLE 7 VACATIONS**

**Section 1.** Employees shall qualify for paid vacation as of January 1 of each year, that is, total service for vacation purposes will be computed as of the member's anniversary date in that calendar year. Vacation will be granted in accordance with Sections 4 [a], [b], [c], [d], [e] and [f] and Sections 5 and 6 below.

**Section 2.** Employees who terminate their employment will be entitled to receive accrued vacation benefits.

**Section 3.** It being understood that the employees are currently working on a "6-3, 6-3, 6-4" work schedule [six days on - three days off], a vacation week, as referred to hereinafter, shall be defined as those six days regularly worked by an employee which commence immediately after the three-day rest period [or four-day rest period as the case may be] and which immediately precede a three-day rest



period [or four-day rest period as the case may be].

Section 4.

- [a] Each employee who has less than one [1] year of service as of June 30 shall receive one [1] day of vacation leave with pay for each full month of service, provided that such vacation leave shall not exceed two [2] weeks vacation leave. Effective July 1, 2015, new hires will be given vacation, at the time of hire, equal to one day for each full month in the calendar year they are hired. In January of their first year of employment, they will receive twelve vacation days for the upcoming calendar year.
- [b] Employees who have completed from one [1] to seven [7] years service shall be entitled to a vacation with pay for two [2] weeks annually.
- [c] Employees who have completed from seven [7] to fifteen [15] years of service shall be entitled to a vacation with pay for three [3] weeks annually.
- [d] Employees who have completed fifteen [15] to twenty [20] years of service shall be entitled to a vacation with pay for four [4] weeks annually.
- [e] Employees who have completed twenty [20] years or more of service shall be entitled to a vacation with pay for five [5] weeks annually.
- [f] The following additional paid vacation leave shall be in effect for employees hired on or before July 1, 2004:

21 years - 5 weeks and 1 day	26 years - 6 weeks and 1 day
22-years - 5 weeks and 2 days	27 years - 6 weeks and 2 days
23 years - 5 weeks and 3 days	28-years - 6 weeks and 3 days
24 years - 5 weeks and 4 days	29 years - 6 weeks and 4 days
25 years - 6 weeks	30 years - 7 weeks

Section 5.

- [a] Vacations will be bid, based upon rank seniority, as follows:
  - 1) All vacation bids for the period from November 1 through April 30 each year will be submitted on or before October 15.
  - 2) All vacation bids for the period from May 1 through October 30 each year will be submitted on or before April 15.
- [b] Employee's scheduled vacation days off will be adjusted by the Town as needed by the



employee when this need is due to a newly bid shift, schedule or position which causes previously scheduled work days and days off to change.

- [c] Up to three [3] police officers or communications officers shall be permitted off on any one shift; provided, however, if a combination of two [2] police officers or communications officers are off on compensatory time leave, only two [2] police or communications officers shall be allowed a vacation day off, it being the intent of the parties that a combination of four [4] police or communications officers shall be allowed off on any one shift for vacation or compensatory time off. Additional police officers may be permitted off provided that no overtime would be incurred by such action. To permit additional officers off or not, below minimum manning, shall be at the sole discretion of the Town. One [1] Sergeant per shift, and one Lieutenant per shift shall be permitted off at any one time. Provided the foregoing shall not be deemed to create a minimum manning requirement for Lieutenants.

Section 6. Vacations must be taken during the calendar year, however, effective July 1, 1995, each employee shall have the option to carry over one [1] week of vacation into the next calendar year. In the event that an employee's choice of vacation has been denied after the third choice, in addition to any voluntary carry over week, then said employee shall have the option to carry his/her unused vacation into the following calendar year, providing that all vacation is taken prior to April 15 of the following calendar year.

Section 7. Vacations may be taken in segments of less than one week, subject to the following priority preference: first priority - full weeks; second priority - less than one full schedule week but more than one day; third priority - one day. It is understood that all requested vacation schedules are subject to the provisions of Section 5 and 6, above.

Section 8. Full weeks of vacation time, once approved, cannot be canceled by the department, except in a valid emergency, in part or in full, without the expressed approval of the employee. Less than a full week of vacation, once approved, cannot be canceled with less than thirty [30] days notice and only for reason of a valid Town emergency.

Section 9. The choice of vacations by members of the bargaining unit shall only be affected by the vacation choices of other bargaining unit members.

Section 10. All vacation requests shall be made no less than eight (8) hours before commencement of the time requested off, provided, requests of less than eight (8) hours shall be granted if doing so will not result in overtime.

### **ARTICLE 8 CLOTHING ALLOWANCE**

Section 1. The Town shall maintain a quartermaster supply system to provide each uniformed member of the bargaining unit with the uniforms and equipment as listed in Appendix B. The Town shall contract with a vendor to supply first-line uniforms and equipment required to fill the needs stated in Appendix B of each uniformed officer upon the implementation of said quartermaster system, for replacements, worn out due to normal wear and tear and/or damaged in the line of duty, and for all newly hired officers.

Section 2. Non-uniformed personnel shall annually receive a clothing allowance for civilian clothes of six hundred seventy five dollars [\$675] payable upon presentation of receipts. A cleaning allowance for civilian clothes of two hundred dollars [\$200], payable in July, second payroll period, without receipts.

Section 3. The Town shall provide reasonable cleaning of uniforms for uniformed personnel. Such cleaning shall extend to a maximum allowance of eight units of cleaning [shirts or pants] per week and cleaning of the uniform sweater, jacket, hat, and winter coat twice annually.

Section 4. The Town shall replace firearms, eyeglasses, and watches with a maximum value of \$100, which are damaged in the line of duty. It is understood and agreed that such replacement shall not apply to normal wear and tear.

### **ARTICLE 9 HOURS OF WORK**

Section 1. The regular work week for all employees in the bargaining unit shall not average more than 37.5 hours per week computed over a period of one fiscal year, based upon the following schedule:

- [a] The patrol force work schedule shall be six [6] consecutive days of 8 ¼ consecutive hours working, followed by three [3] consecutive days off, followed by six [6] consecutive days of 8 ¼ consecutive hours working, followed by four [4] consecutive days off; followed by six [6] consecutive days of 8 ¼ consecutive hours working; followed by three [3]



consecutive days off and then the cycle repeated.

- [b] The days of work for the position of Captain shall be Monday through Friday then Monday through Thursday on a rotating basis.
- [c] A scheduling, for bidding, of regular shift hours of 0745 to 1600, 1545 to 2400 and 2345 to 0800 Hours, shall be posted by the Chief of Police or his designee, twice annually, February and August, with bids effective April 1st and October 1st, of each year which indicate the number of officers required on said regular shift hours, which shall be bid by rank seniority.  
Overlapping "early man" shifts shall be a minimum of two [2] and maximum of three [3] police officers per shift which shall be the 0645 to 1500, 1445 to 2300 and 2245 to 0700 Hours Shifts.  
Vacancies during the bid period due to retirement, termination, or resignation, may be left unfilled until the next bid period. The Chief of Police shall determine the number of officers required on each shift, prior to the bid periods, to be bid and filled by seniority during the bid period. In the event that a vacancy is not filled as the result of a seniority bidding procedure, the Chief, at his discretion, may fill any vacancy by ordering any of the junior most fifteen [15%] of the patrol force to accept said shift.
- [d] Lieutenants assigned to the Patrol Division shall be given the option of working a "6-3, 6-3, 6-4" schedule or a "5-2, 4-3" schedule.
- [e] Any work shift changes, including any changes in the hours a shift begins and/or ends, shall be mutually agreed upon by the employee and the Chief of Police or his/her designee, with the exception of training as set forth herein. All changes sought by the Chief that require mutual agreement shall be on a seniority bidding basis.
- [f] In the event that the Chief determines a work shift change is necessary, and no mutual agreement is reached between an employee and the Chief or his/her designee, then employees may be offered such work on an overtime basis, in accordance with Article 10.
- [g] In the event that the Chief determines a work shift change is necessary, and there is no mutual agreement to the change and no overtime takers on the basis of seniority, the Chief, or his/her designee may order the least senior eligible employee into work on an



overtime basis. The affected employee shall obey such order.

- [h] Nothing in this section shall change or interfere with the right of the Town to designate a work week or shift different from that in paragraph [a] hereof for:
  - 1. detectives
  - 2. sergeants other than patrol sergeants
  - 3. lieutenants other than patrol lieutenants
  - 4. captain
  - 5. bargaining unit employees assigned to divisions other than patrol provided that such work week and/or shift shall result in an average work week of 37 1/2 hours computed over the period of one fiscal year.
- [i] Detective's schedules shall be bid twice annually by rank seniority. A scheduling for bidding of regular shift hours, which indicate the number of positions required on said regular shifts, shall be posted by the Chief of Police or his designee during the months of February and August, with bids effective April 1 and October 1 of each year. Detectives shall work five (5) consecutive days of eight and one-quarter (8 ¼ ) hours working, followed by two (2) days consecutive days off, followed by four (4) consecutive days working of eight and one-quarter (8 ¼) hours, followed by three (3) consecutive days off, unless mutually agreed upon by the Detective and the Town. Detectives will not be regularly scheduled to work on Sunday.

## Section 2.

- [a] The complement of employees on the 0745 to 1600 and 1545 to 2400 hours shifts shall be no less than five [5] one-man patrol cars in operation, one supervisor, and one communications officer.
- [b] The complement of employees on the 2345 to 0800 hours shift, except for Saturday and Sunday, shall be no less than four [4] one-man patrol cars in operation, one supervisor, and one communications officer.
- [c] The complement of employees on the 2345 to 0800 hours shift, on Saturday and Sunday shall be no less than that set forth in paragraph [a] above.
- [d] The patrol cars referred to herein shall be manned by police officers.
- [e] At no time will the fifth car be vacant due to the assignment of a patrolman to a special

detail.

- [f] In the event that a full time civilian dispatcher is unavailable, then an officer on modified duty status may be assigned to fill this position.

DEFINITION of "in operation" to mean "availability to respond to a call".

Section 3. The Town shall have the right to temporarily change a bargaining unit member's schedule on a given day, e.g. change from evening to the day shift, for mandatory training purposes where the member is notified of such change at least 30 days in advance. Where less than 30 days notice is provided, the shift may be changed by mutual agreement. Training is mandatory where it is required by the Chief of Police in his/her sole discretion.

Section 4. All training off-shift shall be paid at one and one-half (1 ½) times the member's straight time hourly rate of pay or compensatory time at time and one half (1 ½), at the employee's option. There is a four (4) hour minimum when mandatory training is not contiguous to the member's regularly scheduled shift.

## **ARTICLE 10 OVERTIME**

Section 1. All time worked in excess of eight and one-quarter [8 ¼] hours per day, or on a regularly scheduled day off, shall be compensated at the rate of one and one-half [1 ½] times the employee's regular straight time hourly rate. It is understood and agreed that under no circumstances shall off-duty assignments, personal leave with substitution, lineup time, appearances in court, or attendance at a police-related school as set forth in Article 9, Section 4 shall be considered as work for the purpose of computing overtime.

Section 2. There shall be no duplication or pyramiding of overtime.

Section 3. Employees shall be required to work overtime when requested. However, no employee shall be ordered in for overtime, if said overtime shift occurs on a day that precedes or follows the employee's vacation and or compensatory day off, except for an unforeseen emergency or staffing shortage. In the event the employee is ordered back in these limited circumstances, the employee will receive an additional four (4) hours straight compensatory time; provided however, compensatory days referenced herein, must be a full 8-hour day, and not any part thereof. If an employee works the overtime, the employee shall be charged.

Section 4.

- [a] Employees who may be required to return to duty to perform overtime duties, and when such hours are not contiguous with the initial or terminal hour of the regular shift hours, shall be paid a minimum of four [4] hours at time and one-half for the hours worked.
- [b] Department overtime may be filled as soon as it becomes available.

#### Section 5.

- [a] Officers on their regularly scheduled day off shall be offered the overtime first. The officer with the lowest number of overtime hours previously worked in the current calendar year shall be contacted first and have the first right of refusal. The officer with the second lowest number of overtime hours previously worked in the current calendar year shall have the second right of refusal, continuing in this manner until the position is filled. If two or more officers have the identical number of overtime hours, seniority shall prevail.
- [b] If the vacancy still exists, those who are working other shifts on that day shall be offered the overtime in accordance with paragraph [a] above.
- [c] When an officer or his/her home is contacted for such overtime work and either the employee or someone at his/her home declines the overtime, the employee is charged for such hours, as though worked.

#### Section 6

- [a] If it is determined by the Chief that a lieutenant assigned to a normal schedule in the Patrol Division is to be replaced upon his/her absence from duty on an overtime basis, said replacement shall be made by first calling a patrol lieutenant on his/her day off, and secondly, a patrol lieutenant on his/her time off on a work day. The patrol lieutenant with the fewest number of overtime hours shall be called first in all cases. If all patrol lieutenants decline the overtime, the least senior patrol lieutenant may be ordered to work.
- [b] Sergeants shall be replaced based upon the same procedures, selection criteria, and circumstances as lieutenants in paragraph [a] above.
- [c] If a patrol sergeant and a patrol lieutenant who are both scheduled to work on any given shift report off-duty for that shift, the rank of the individual who was the last to report off-duty shall be the rank to whom the overtime shall first be offered.



Section 7. Non-certified probationary police officers shall not be eligible to work overtime unless they are ordered to work or upon becoming a Union member.

Section 8. Officers who have been off on sick leave during their normal shift shall not be eligible for overtime for 24 hours from the hour said employee would have reported to work, had he not reported off-duty sick. The exception shall be if the employee is ordered to work.

Section 9. Compensatory Time Compensatory time off may be taken in lieu of overtime. Accumulation of compensatory time by an employee shall not exceed three hundred [300] hours at any given time, provided further that in no event shall the Town be required to provide compensation beyond 200 hours at time of severance. Effective July 1, 2016, accumulation of compensatory time by an employee shall not exceed two hundred (200) hours at any given time. Those employees with balances are over three hundred (300) hours as of that date shall be able to use their comp time in accordance with the contract but once their balance is less than two hundred (200) hours, they shall be subject to the two hundred (200) hour cap.

- [a] Supervisors request for compensatory time off shall be granted provided that overtime will not be incurred as a result.
- [b] Up to two [2] Police Officers or communications officers shall be permitted off by utilizing compensatory time on any one shift, which shall be in addition to the two [2] Police Officers or communications officers permitted to take vacation pursuant to Article 7, Section 5[c]. Additional requests for compensatory time off may be granted in the sole discretion of the Chief; provided, however, if one [1] or less communications officers or police officers takes compensatory time off, three [3] police officers or communications officers shall be permitted to take off for vacation; it being the intent of the parties that no more than four [4] such officers shall be allowed off on a given shift for a combination of vacation or compensatory time off.
- [c] Once compensatory time is scheduled, it shall not be canceled by either party, except in the event of an emergency.
- [d] Should an employee leave the department with accrued compensatory time, he shall be paid therefore at the rate of pay applicable when the compensatory time was earned.

- [e] The granting of compensatory or vacation time shall not be affected by members of any other bargaining unit.
- [f] All requests for compensatory time shall be submitted no less than eight (8) hours prior to commencement of the time requested off, provided a request of less than eight (8) hours may be granted if it does not trigger overtime. Compensatory time cannot be taken in the middle of a shift; time must be contiguous with the beginning or the end of a shift.
- [g] At the discretion of the Chief or his designee, when deemed necessary for the safety of the Town and its citizens, in the event of a state or national emergency, or natural disaster, or immediate Homeland Security Agency emergency, all police officers may be put on Emergency Standby/Call-back status.
- [h] The Chief or his designee will post in conspicuous locations throughout the headquarters and notify employees, if the situation permits, that such Standby/Call-back status is in effect.
- [i] All employees will leave a means of contact with the communication officers which will consist of either a telephone number, cellular number, or beeper numbers where said employee can be reached.
- [j] While in an Emergency Standby/Call-back status, all employees who are not on vacation or comp time and whose vacation or comp time has not been cancelled, shall respond to such telephone, cellular beeper contact within fifteen (15) minutes.
- [k] Failure to respond promptly will institute an internal investigation subjecting the employee to disciplinary sanctions.
- [l] All employees shall remain in this status until the emergency or occurrence has passed and shall do so without further compensation while on standby status.

Section 10. The Chief of Police, or his designee, shall be responsible for administering the assignment of overtime.

## **ARTICLE 11 OFF-DUTY ASSIGNMENTS**

Section 1. The term "off-duty assignments" for the purpose of this Agreement shall mean police duty for which an employee's services are being charged to the Town by an outside party or some Town department other than the Police Department.



The rate for any and all assignments shall be one and one-half (1 ½) times the maximum straight-time hourly rate of a top grade police officer for all hours worked, with a minimum of (4) four hours per assignment.

Section 2. Whenever an employee works more than eight [8] hours on a single off-duty assignment, such hours, or portions thereof that exceed eight [8] hours, shall be paid at the rate of time and one-half.

Section 3. All off-duty assignments performed for construction or utility companies shall be paid at the rate of one and one-half [1 ½] times the maximum straight-time hourly rate of a top grade Police Officer for the hours worked, with a (4) four hour minimum per assignment. When such work is performed on Sundays or Holidays as enumerated in Article 12, payment shall be made at the rate of two [2] times the maximum straight-time hourly rate of a top grade Police Officer for the hours worked.

Section 4. Off-duty assignments not filled by regular officers within seventy-two [72] hours of the scheduled assignments may be filled by any regular or special officer at the discretion of the Chief. No officer shall cancel his/her acceptance of off-duty work within seventy-two [72] hours of the scheduled work date once an officer has signed up for an off-duty job, it shall be his/her responsibility to secure a replacement officer before he cancels off from the job. Exceptions to that shall be illness or emergency situations.

Section 5. Members of the bargaining unit up to and including the rank of Captain, shall have the first right of refusal on all off-duty assignments. Captains shall be eligible only when the Chief of Police, in his sole discretion, determines that the assignment warrants command and control.

Section 6. Special Police Officers may be assigned to off-duty assignments by the scheduling officer or shift commander after Sections 3 and 4 above have been complied with and exhausted.

Section 7. Persons requesting the services of Trumbull Police Officers for off-duty assignments shall be notified by the scheduling officer or shift commander that in the event of cancellation of the assignment, at least two [2] hours notice shall be given prior to the start of the assignment, and in the event that such cancellation notice is not received by the scheduling officer or shift commander, the person[s] so requesting the services shall pay the officer so assigned a minimum of four [4] hours pay for Town/Board of Education assignments or a minimum of four [4] hours pay for non-Town/Board of Education assignments. In the event the officer cannot be reached at the telephone number on file with the department, the Town is relieved of responsibility for payment under this section.

Section 8. An employee who has been off on sick leave during his/her normal shift shall be



ineligible for off-duty assignments for twenty-four [24] hours following the end of the shift from which he or she has been absent.

Section 9. Officers on special duty will not be called or charged for department overtime if the overtime assignment falls within the hours of the special duty assignment.

Section 10. The Chief of Police, or his designee, shall be responsible for administration of the assignment of off duty assignments.

Section 11. School Resource Officer (SROs) shall have first right of refusal for Off Duty assignments within the BOE.

## ARTICLE 12 HOLIDAYS

Section 1. Employees shall receive holiday pay for the following holidays:

New Year's Day	Fourth of July
Martin Luther King Birthday	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Columbus Day
Good Friday	Thanksgiving Day
Law Enforcement Memorial Day	Christmas Day
Memorial Day	

Section 2. Employees shall receive eight [8] hours pay at their straight time hourly rate as holiday pay.

Section 3. If an employee works his/her shift on a holiday, he shall receive his/her straight-time hourly rate plus his/her holiday pay.

Section 4. No employee shall be eligible for holiday pay if:

- [a] He is absent due to disciplinary measures.
- [b] He is absent due to lay-off which commenced prior to the week in which the holiday falls.

Section 5. Each employee shall be granted three [3] Personal days off with pay during each calendar year. Personal days shall be used in the calendar year they are earned. Personal time shall be scheduled off in the same manner as compensatory time.

### **ARTICLE 13 AMMUNITION AND FIREARMS POLICY**

Section 1. The Town shall provide ammunition free of charge to the employee for:

- [a] target practice which is required by the Town
- [b] any other firing of the pistol which is required by the Town
- [c] firing the pistol in the line of duty

Section 2. In addition thereto, the Town will provide annually to each officer fifty (50) rounds of ammunition for his/her personal use, such as changing stale rounds or personal target practice. This ammunition shall be distributed by the end of each calendar year.

Section 3. All Police personnel will register, with the Department, all weapons he/she may use (on-duty or off-duty) by make, model number, serial number and caliber, and test fire, with ballistics sample. Weapons shall be so registered before they are carried.

Section 4. The negotiated firearms policy resulting from MP-8686 shall remain in effect with the addition of the new weapon, Glock 45 caliber model 21 or 30, Detective Bureau models shall also include 9mm. and 40 caliber weapons that shall be subject to approval by the Chief of Police in his sole discretion. The change in the firearms policy shall not result in an increased cost to the Town.

### **ARTICLE 14 COURT APPEARANCE**

Section 1. Each employee will receive one and one-half times his/her hourly rate for all time spent in any courts, when properly subpoenaed to appear in any civil or criminal matter in his/her official capacity, less any statutory or other remuneration received by the employee. The employee is responsible for submitting the appropriate forms.

Section 2. Members of the bargaining unit shall be excused from duty with pay and benefits during periods of jury duty. The employee will reimburse the Town for any remuneration received by the employee.

In the event an employee has been relieved from police duty for jury duty, and is released from said jury duty with less than six hours of service at the Court, the employee shall report to the Police Department to complete a combined eight hours of duty.

### **ARTICLE 15 NO STRIKE**

Section 1. The Union agrees that it and/or its members, individually or collectively, during the term of this Agreement, will not cause or take part in any strike, slow-down, or curtailment or restriction, or interference of work even of a temporary nature.

## **ARTICLE 16 GRIEVANCE PROCEDURES**

Section 1. Purpose: The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and employee morale.

Section 2. Definition: A grievance, for the purpose of this procedure, shall be considered to be employee or police union complaints concerned with:

1. Discharge, suspension, reduction in grade or rank, or other disciplinary action.
2. Interpretation and application of rules and regulations policies of the Police Department as they apply to members of the bargaining unit.
3. Matters relating to the interpretation and application of the articles and sections of this Agreement.

Section 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 through the next succeeding steps following that which the employee has utilized.

An employee or the Union who has a grievance, as defined in Section 2, items 1, 2, or 3 of this Article, shall have the right to appeal said grievance to the next succeeding step in which the grievance originated.

STEP ONE: Any employee and/or the Union, who has a grievance shall reduce the grievance to writing within fifteen [15] days of the event giving rise to the grievance and shall submit it to the Chief of Police. The Union, and/or aggrieved, shall meet with the Chief within said 15 days in an attempt to resolve said grievance. The Chief's decision shall be submitted in writing to the aggrieved employee and his/her representative, if represented, within ten [10] working days of meeting with the Union and/or aggrieved.

STEP TWO: If the complainant and his/her representative, if represented, are not satisfied with the decision rendered by the Chief, the employee or his/her representative shall submit the grievance in



writing within fifteen [15] days to the Board of Police Commissioners. Said Commission shall render its decision in writing within thirty [30] days after receipt of such grievance.

STEP THREE: If the Union is not satisfied with the decision rendered, the Union may submit it to the Connecticut State Board of Mediation and Arbitration within fifteen [15] days thereafter and the decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties.

Section 4. Mediation: The mediation services of the State Board of Mediation and Arbitration may be used in the third step negotiations provided both parties mutually agree on the desirability of this service.

Section 5. Meetings: If either of the parties related to the grievance desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled not later than ten [10] days after the receipt of the request.

Section 6. Recording the Minutes or Testimony: Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure at his/her own expense.

Section 7. Police Union as a Complainant: The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as provided herein for employees.

Section 8. Time Extensions: Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

Section 9. Representation: All parties to any grievance shall have the right and choice of representation whenever representation is desired, at their own expense.

Section 10. Non-certified officers: Employees who have not been certified as Police Officers shall not have access to this Grievance Procedure.

## **ARTICLE 17 DISCIPLINARY AND/OR COMPLAINT PROCEDURES**

Section 1. The following procedures shall be followed by the Department in the event departmental disciplinary action is contemplated against an employee as the result of an internal or Civilian complaint. Disciplinary action against an employee shall be for just cause. Such procedures shall not be applicable in the event the Chief determines that criminal charges may be preferred against the employee against whom the complaint has been received.

[a] Employees against whom a complaint has been received shall be notified of such complaint by the Chief or his designee in writing, accompanied by a copy of the

complaint form within 15 days of the receipt. Copies of all statements, complaint forms and reports related to the complaint shall be provided to the employee at the conclusion of the investigation. The investigation shall be completed within ninety [90] days of receipt of the complaint, except in extreme emergencies or when extended for good cause.

- [b] Within 30 days of the completion of an investigation of the complaint by the Chief or his designee, the Chief shall either discipline the employee, forward the complaint to a Trial Board, or exonerate the employee. The decision of the Chief shall be in writing.
- [c] All statements and/or reports shall be provided to the accused employee within forty-eight [48] hours of the placement of charges against the employee.
- [d] The Chief shall have the right to discipline and/or suspend employees up to thirty (30) days. Suspensions above that level or terminations from employment shall be made by the Police Commission.
- [e] In the event a Trial Board is convened, it shall be no less than thirty [30] days from the placement of charges against the employee. The employee shall receive upon his request, the right to extend the commencement of the Trial Board hearing up to a maximum of 30 days. Pending such Trial Board, the employee shall be relieved of duty without pay only in the event the Chief determines that the officer is an immediate danger to himself/herself, fellow employee, and/or citizens. The employee shall be entitled to representation of his/her own choosing; to have the hearing recorded by mechanical means at his/her own expense or that of the Union; and to have a closed door hearing at his/her option. Disciplinary action taken as a result of the Trial Board's deliberations shall be in writing with copies provided to the employee and the Union.
- [f] Disciplinary action applied as a result of this Article may be appealed through the Grievance Procedure contained in this Agreement. Grievances may be submitted at the step above the level at which the discipline has been applied.
- [g] In the event that investigations conducted under this Article result in the exoneration of an employee, or the employee is exonerated by a Trial Board, all complaints, charges, statements, or other materials pertaining to the incidents shall be removed from the employee's personnel file and placed into another file. No later than two [2] years from



the date of said exoneration, at the employee's request, an application will be made to the State Records Administrator for the return of said material to the exonerated employee.

### **ARTICLE 18 RESIDENCY**

**Section 1.** Members of the bargaining unit shall reside within the State of Connecticut.

### **ARTICLE 19 LONGEVITY**

**Section 1.** Each employee shall receive the following annual longevity for service completed as of December 1 of each year:

Completion of ten [10], but less than fifteen [15] years .....\$300.00

Completion of fifteen [15] or more years .....\$400.00

**Section 2.** Longevity payments shall be made on the first pay date in December of each fiscal year.

**Section 3.** In the event of an employee's retirement or honorable resignation, he shall receive the accrued percentage of his/her longevity [one-twelfth for each month completed of the fiscal year] if said retirement or resignation is prior to the first pay date in December.

### **ARTICLE 20 EDUCATION INCENTIVE PAY**

**Section 1.** Each employee who has satisfactorily completed thirty [30] course credits from an accredited college shall receive the sum of \$200; each employee who has satisfactorily completed sixty [60] course credits from an accredited college shall receive the sum of \$300; each employee who has satisfactorily completed ninety [90] course credits from an accredited college shall receive the sum of \$400, and each employee who has satisfactorily completed one-hundred-twenty [120] course credits from an accredited college shall receive the sum of \$800, subject to the provisions of the succeeding sections of this Article. College education pay will be for any or all college credits obtained by the employee even if not directly pertaining to police science and administration or criminal justice degrees. Payment shall be made on the second (2<sup>nd</sup>) pay date in June of each fiscal year.

**Section 2.** A probationary patrolman shall not be entitled to the aforesaid College Incentive Pay during the first six [6] months of employment.

**Section 3.** An employee shall not be entitled to the aforesaid College Incentive Pay if his/her



employment is terminated during the fiscal year said payment would have been made.

Section 4. Employees hired on or after July 1, 2012 shall not be entitled to any education/college incentive pay and, instead, may only be eligible for the following tuition reimbursement, which is available to all employees:

The Town shall reimburse an employee for college tuition incurred in pursuing a bachelors or masters degree in police science and administration, criminal justice, or a similar program approved in advance in writing by the Chief. Courses must be taken at a college or university accredited by a regional or national organization which provides accreditation for police science, criminal justice or law enforcement programs. The Town shall reimburse the employee for tuition only (exclusive of fees, books and other charges) at the rate of 50% of the per credit rate charged, up to \$2,000 per employee per fiscal year. To be reimbursed, the employee must have achieved a "B" grade or better in the course supported by a transcript.

Section 5. The Town and the Union shall meet to establish mutually agreeable guidelines for the implementation of a commendation or proficiency pay system agreeable to both parties.

#### **ARTICLE 21 PERSONAL LEAVE WITH SUBSTITUTION**

Section 1. The Chief will grant a reasonable amount of personal leave with pay for any day on which the employee is able to secure another employee of equal rank to work in his/her place, provided:

- [a] Such substitution does not impose any additional cost to the Town, and,
- [b] The ranking officer of the employee seeking such leave is notified in writing not less than one [1] day prior to its effective date, and,
- [c] The substitute officer shall, not less than one [1] day prior to the effective date, verify his/her willingness to act as a substitute for that purpose.
- [d] It is understood that the effect of this Section shall not impair the efficiency of the department, and the Chief may refuse if the demands of the department require.

#### **ARTICLE 22 NON-POLICE DUTIES**

Section 1. Employees covered by this Agreement shall not be required to do any custodial or maintenance work.

### **ARTICLE 23 FUNERAL LEAVE**

Section 1. A maximum of four [4] days with pay shall be allowed in the event of death in the immediate family of a member or employee of the department. Immediate family shall mean: father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, or guardian.

Section 2. One [1] day for attendance at a funeral or memorial service, with pay, shall be allowed in the event of death of the employee's brother-in-law, sister-in-law, niece, or nephew, grandmother-in-law, grandfather-in-law, grandchild or blood related Aunt or Uncle.

### **ARTICLE 24 PAST PRACTICE**

Section 1. Nothing in this Agreement shall be construed as abridging any rights, benefits, or privileges that employees of the department have enjoyed heretofore, unless such practice has been superseded by a provision of this Agreement. Nothing herein shall preclude the Town from exercising its rights and prerogatives heretofore enjoyed.

### **ARTICLE 25 FURNISHING OF CONTRACTS**

Section 1. The Town shall furnish a copy of this Agreement to each member of the bargaining unit within a reasonable time, and shall provide a copy to retired bargaining unit members at the request of the retiree.

### **ARTICLE 26 OUTSIDE EMPLOYMENT**

Section 1. Employees may be employed in outside employment subject to prior notification and approval by the Chief, provided that such outside employment shall not be in conflict with the employee's responsibilities as a police officer with respect to the type of work performed and schedule of hours worked in outside employment. Any change in outside employment status must be conveyed to the Chief prior to the commencement of the change. All notifications under this provision must be written by the employee.

Section 2. The employee shall resubmit said statement promptly if there is any change in the above

information.

Section 3. No employee shall accept employment which is in conflict with his/her position as a police officer. No employee shall work such hours per week or engage in such physical employment which will hinder the performance of his/her position in the department.

Section 4. An employee shall notify the Town as to any injuries received in outside employment.

Section 5. No employee on paid sick leave from the Town of Trumbull shall engage in any outside employment until he has returned to work for the Town. The Chief of Police may waive the requirements of this section, in writing, on the basis of hardship to the employee.

Section 6. The conditions set forth above shall be the only criteria concerning the right to outside employment.

### **ARTICLE 27 UNION BUSINESS LEAVE**

Section 1. The three [3] members of the Union Negotiating Committee 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 a contract when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. The two [2] regular members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and Union for the purpose of processing grievances, when such meetings take place at a time during which the members are scheduled to be on duty.

Section 3. Officers of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for bargaining unit for the purposes set forth in this section shall not exceed an aggregate of fifteen [15] working days in any fiscal year.

### **ARTICLE 28 ACTING OFFICER**

Section 1.

- [a] Whenever an employee is required to do the work or assume the responsibilities of any other employee in a classification higher than his/her regular classification, he shall receive, for every day worked in the higher classification, the pay rate of the lowest step



in the salary range of the higher classification in which he served. This provision shall only be invoked for work on the 1545 to 2400 hours shift and the Midnight to 8:00 a.m. shift and all hours on Saturday and Sunday.

- [b] When a Lieutenant is scheduled, and is then off-duty, the Sergeant shall get acting Lieutenant's pay. [It is understood that no Acting Lieutenant's pay shall be paid if a Lieutenant is not scheduled for that shift].

#### **ARTICLE 29 DUES CHECK OFF**

Section 1. The Town agrees to deduct, each pay day, Union dues from the pay of those employees who individually and in writing authorized such deductions. The amounts to be deducted shall be certified to the Town by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union after such deductions are made.

Section 2. The Union will inform the Town of the name and title of the Union official responsible for all matters relating to dues.

Section 3. Whenever a member's dues are not deducted by reason of such member not receiving any pay during the week that deductions are made, or by reason of an extended absence from the department during which time said member is not paid, it shall be the responsibility of the appropriate officer of the Union to notify the Town to reactivate the deduction of his/her dues.

Section 4. The Union agrees to hold the Town harmless against any claims arising out of, and under the provisions of this Article.

#### **ARTICLE 30 UNION SECURITY**

Any employee hired after the effective date of this Agreement and any employee who has become a member of the Union prior to the effective date of this Agreement shall remain or become and remain a member of the Union in good standing and shall pay to the Union, monthly dues in the amount uniformly required of its members. In lieu thereof, any employee hired after the effective date of this Agreement may choose to pay a monthly service fee to the Union in the amount uniformly required of service fee payers subject to applicable law. Employees who fail to comply with the requirement of this Article shall be discharged by the employer within 31 days after receipt of written notice to the employer from the Union if he fails to submit the dues or service fee.

### **ARTICLE 31 WARNING SLIPS AND REPRIMANDS**

Section 1. Any written warning slip issued to a member of the bargaining unit will remain in force for a period of not longer than twelve [12] months.

Section 2. All reprimands in the file of an employee shall not be considered for progressive discipline purposes after a period of two [2] years, but in the event a subsequent reprimand for the same violation is received by that employee within two [2] years, these reprimands may be used for progressive discipline until two [2] years after the latest reprimand for the same violation.

### **ARTICLE 32 NO LIABILITY**

Section 1. Under no circumstances shall any Town officials or their agents be held personally liable for a violation of any term or provision of this agreement.

### **ARTICLE 33 SAVING CLAUSE**

Section 1. In the event any Article(s) of this Agreement is declared illegal or non-operative by a court of competent jurisdiction, the remaining Articles or Sections of this Agreement shall remain in full effect, valid, and operative for the terms of this Agreement.

### **ARTICLE 34 PROMOTIONS**

Section 1. All promotional positions, if any, within the Trumbull Police Department shall be filled by examination. Notices of such examinations shall be posted if and when the Town determines a vacancy exists. Upon posting such exam there shall be a "Study List of Testing Books and Materials" posted, as well as a source from which to purchase those books and materials listed. The written examination process shall be conducted no less than ninety [90] and no more than one hundred twenty [120] days from the posting date. Appointment to fill vacancies shall be made within 45 days from the establishment of the eligibility list and/or the determination of subsequent vacancies by the Town. There shall be a written examination with a weight of sixty percent [60%] and an oral examination with a weight of forty percent [40%]. To proceed from the written portion to the oral examination, the employee must receive a minimum grade of seventy percent [70%] on the written portion. A minimum grade of seventy percent [70%] shall also be required in the oral portion for eligibility to be placed on



the final employment list for the position for which the examination was held.

Section 2. The written examination shall be held and conducted by the Trumbull Civil Service Department. Such examination shall be ordered with a passing grade of 70%. The exam given shall be a “verified exam,” where the contents of such exam will come directly from the study/material list provided by the examination company.

Section 3. The oral portion shall be given by three [3] active police officers of at least one [1] rank or grade higher than the position for which the examination is given. These officers shall be selected from departments other than those of the contiguous towns or cities to the Town of Trumbull. Oral panel members who may have bias or prejudice for or against a particular applicant must disqualify him/herself with respect to that particular applicant.

Section 4. All positions in the bargaining unit for which examinations are currently being given shall be the positions for which examinations shall be held, up to and including the rank of Captain. To qualify for the test for detective, patrol officers shall have three (3) years of employment. Further, to qualify for the promotional examination for sergeant, the police officer and/or detective shall have a minimum of five [5] years of continuous service; a sergeant and/or detective sergeant shall have a minimum of three [3] years of continuous service as a sergeant and/or detective sergeant to qualify for the examination for lieutenant; a Lieutenant shall have a minimum of three [3] years of continuous service as a Lieutenant to qualify for the examination for Captain. All qualifications shall be as of the date of posting .

Section 5. The employee shall have the right to appeal any questions on the written portion of his/her exam. The appeal process shall be subject to the internal guidelines of the testing agency. Said appeal shall be forwarded to the agency or company from which the examination was obtained for a final determination, and the decision of the agency shall be final and binding on all parties. The results of only the passing portion of the examination shall be posted in rank order . Actual scores shall not be posted, however, each member shall be notified of his/her score.

Section 6. The duration of the examination list shall be eighteen [18] months from posting, except as otherwise provided in Section 7[e] of this article. Effective July 1, 2016, all promotional employment lists after that date shall have a twenty four (24) month duration from the date of posting scores.

Section 7. During the active period of a promotional list, vacancies shall be filled as follows:



For all promotional positions, other than detective:

- [a] The Town shall, in its discretion, have the right to select for promotions using the Rule of Three selection process excluding Detective. For each vacancy, the top three highest ranked candidates shall be considered for the opening. The Town shall select from among those candidates. For each subsequent vacancy, the next highest ranked candidate will be added so that there are always three candidates to be considered for each vacancy.

For promotions to Detective:

- [b] The Chief shall select, in his sole discretion, from among the top six scoring (6) candidates for appointment to Detective.

Section 8. Employees promoted shall serve a six (6) month probationary period from the date of their promotion. Promotional probationary failure shall be for just cause. If the employee fails probation, he/she shall revert back to their previously held position.

#### **ARTICLE 35 UNION OFFICE**

The Town will provide a secure Union office approximately 8' x 10' and a Union bulletin board within the Police Department solely for Union business.

#### **ARTICLE 36 SICK LEAVE**

Section 1. Sick leave shall be granted to employees in accordance with past practice for any legitimate illness or injury. Absences of three [3] days or more require a doctor's certificate before the employee can return to work.

Section 2. The Town will consider an abuse of sick leave any sick leave absence for illness or injury that represents a pattern of abuse.

Section 3. Should the Town believe an employee has established a pattern of taking sick leave, it shall notify the employee and his/her Union representative that it wishes to meet concerning the matter. Such meeting shall not be construed as superseding the Grievance Procedure of this Agreement.

Section 4. If any discipline is applied as a result of the alleged sick leave abuse, such discipline shall be subject to appeal under the Grievance Procedure of this Agreement.

Section 5. The provisions of Section 46a-60, Connecticut General Statutes, as amended from time to time, shall be applicable.

Section 6. In the event an employee is injured in the line of duty, said employee shall continue to receive his/her regular weekly pay check. Until a decision is rendered as to job incurred workers' compensation and weekly compensation to be paid the employee, the weekly pay shall be continued until the workers' compensation payments commence.

Section 7. A modified duty position may be created by the Chief of Police under the following conditions for an employee whose physical condition prevents him or her from performing his or her normal duties, whether the injury is incurred on or off duty;

- [a] The employee's physician has indicated that the employee is capable of performing modified duty.
- [b] Such modified-duty positions may be in any of the department's divisions, but they shall be administrative or supportive in nature and shall not tend to aggravate the employee's injury or retard the employee's recovery.
- [c] Reassignment of an employee as a result of his or her modified duty status should not be considered part of the minimum complement of officers spelled out in Article 9 of the contract and should not displace any officer working that shift, as agreed upon 8/22/89. However, nothing shall prohibit the assignment of an officer on modified duty status who is appropriately certified in dispatching responsibilities from assignment to the civilian dispatcher position in the event it cannot be filled by a full-time dispatcher.
- [d] An employee on modified-duty status shall bid for shifts as if he or she was on full duty, but the slot selected by that employee shall remain vacant until he or she returns to full duty. Such return to full duty should not cause the reassignment of another employee.
- [e] An employee on modified duty status can work a nonpatrol division schedule, if mutually agreed upon by that employee and the Chief of Police, but shall not cause the employee to work beyond the hours of work specified by the contract. (Article 9, Hours of Work).
- [f] An employee on modified duty status shall not, because of his or her modified duty status be excluded from the promotional process or attending school or training classes if O.K.'d by the limitations set by the attending physician.
- [g] The uniform of the day shall be determined by the Chief of Police.
- [h] An employee on modified-duty status will be excused from duty to keep medical or therapeutic appointments, which relate to the condition that caused the employee's



modified-duty status, and shall be allowed to follow the sick call procedure designated in the contract.

- [i] Any employee on modified-duty shall not be allowed to work any off-duty assignments.
- [j] The Chief of Police shall determine the duration of the modified duty assignments.
- [k] A vacation request submitted by an employee on modified duty should be considered independently from those submitted by officers on full duty.

Section 8. Any employee who becomes pregnant shall be entitled to eight (8) weeks of paid maternity leave which may be used either before or after the birth, or a combination thereof. If eligible, family and Medical Leave will be granted in accordance with the law and will not run concurrently with maternity leave.

#### **ARTICLE 37 PENSION FOR EMPLOYEES HIRED BEFORE JULY 1, 2014**

Solely for the purposes of this Agreement, all bargaining unit uniformed and investigatory employees of the Trumbull Police Department are members of the bargaining unit represented by said Local 1745, Council #4, AFSCME, AFL-CIO, and covered, bound, and protected by this Agreement.

All provisions of the Charter of the Town of Trumbull as amended, in effect on the date this Agreement is executed, and all Special Acts and amendments thereto in effect on said date concerning or related to job-related disability retirement benefits, or non-job-related disability retirement benefits for Trumbull Police Department employees or Trumbull Police Department retirees, or concerning all other pension or survivor benefits or provisions covering such Police Department employees or retirees or survivors of same, are incorporated in and made part of this Agreement and shall be continued except as such provisions are improved as follows:

Section 1. There shall be in the Town of Trumbull a fund to be known as the "Police Benefit Fund," to consist of:

- [a] Such sums of money as are contributed by the participating employees;
- [b] Such sums of money as shall be appropriated to said fund from the Treasury of said Town by the Board of Finance thereof, and,
- [c] Any items which may properly become a part of a reserve fund of a police department as stated in Section 905 of the General Statutes which shall be transferred to the Police Benefit Fund hereby created upon the approval of this act by the electors of said Town



hereinafter provided.

Section 2. The Board of Police Commissioners of said Town, two members of the exclusive bargaining unit, the Chief of Police, and the elected president of the bargaining unit shall be a Board of Trustees of said fund, and the Treasurer of the Town of Trumbull shall be the custodian of said fund. The Town may, at its option, substitute one member of the Police Commission with either the Director of Labor Relations or the Director of Finance. The Chairman of the Board of Police Commissioners or another designated member of the Police Commission shall be the Chairman of the Board of Trustees and shall draw all orders upon said fund, which orders shall be countersigned by the Secretary of said Board of Trustees, who shall be chosen by said trustees. The secretary shall keep a record of the proceedings of said Board of Trustees and all action taken by it with regard to said fund. Said Board of Trustees may direct the Treasurer to invest any portion of said fund in any securities in which trust funds may be invested by the laws of the State or to deposit the same or any portion thereof in any of the savings banks of the State.

Two elected members of the exclusive bargaining unit shall be members of the Board of Trustees and shall be nominated in the second week of June in each even numbered year at a meeting specifically called for that purpose by the exclusive bargaining unit with notices posted throughout the Police Building at least fifteen [15] days prior to the nomination date.

Election ballots shall be drawn up with a secret ballot held in the first week of July in each even numbered year. The employees with the largest number of votes shall be elected and immediately serve on the Board of Trustees.

Section 3. The rate of contribution by a participating employee shall be six percent [6%] of the participating members' base salary. "Base salary" contributed by a participating employee shall include holiday pay. Such contributions shall be collectible from each employee as deductions from pay and transmitted immediately to the custodian of the fund. In the event of the withdrawal of any employee from the retirement system, or in the event of the death or permanent disqualification from performing any duty of an employee, prior to the effective date of his/her retirement if such employee is a regular member of the Police Department and has served less than ten [10] years, except as otherwise provided in Section 8 hereof with respect to payments for accidental death in the performance of duty or in the event of the death of an employee prior to his/her retirement if such employee is not a regular member of the Police Department, or in the event of the discontinuance of the retirement system, the Board shall

pay to the employee or his/her legal representative an amount equal to his contribution under this section plus interest at the rate of five and one-half percent [5 ½%] per annum, compounded semiannually.

Any member of the regular force who terminates employment and has completed at least ten [10] years of continuous service and does not elect to withdraw his/her contributions and interest, shall be vested and eligible to receive a pension. Said vested member shall notify the Town, in writing, that he/she is invoking the vested rights provision and terminating his/her employment, subject to a mutually executed written agreement specifying his/her entitlement to a vested pension, the surviving spouse, and the amount of the pension the employee or the surviving spouse shall receive, and the date on which the pension payments shall commence for said member.

The amount of pension any member of the regular force so eligible shall be twenty [20] percent of such member's base salary plus holiday pay at the time of termination. For each additional year of service after ten [10] years, an additional two percent [2%] of salary shall be payable when the member would have normally been eligible to retire had he/she continued in the employment of the Town rather than terminate employment.

In the event a vested employee dies prior to beginning to collect said accrued vested pension, the surviving spouse, commencing on the date the vested member would have begun to receive such pension had he or she lived, shall receive a pension, until death or remarriage, in a sum equal to one-half [1/2] of the pension to which such deceased vested member would have been entitled had he/she lived.

Section 4. Said Board of Trustees shall report to the Board of Finance yearly the condition of said fund, with all items of receipts and disbursements on account thereof. If the income of the Police Benefit Fund is found at any time insufficient to meet the requirements upon it as determined by both the Board of Trustees and the Board of Finance, the Board of Finance, upon application by the Board of Trustees, shall make an appropriation to make good such deficiency; and, any prospective deficiency in the income of said fund shall be provided for by said Board of Finance in its annual appropriation for the Police Department.

Section 5. Job Related Disability Retirement In addition to the regular police force of the Town of Trumbull, there shall be an honorary grade known as the Veteran Reserve to which the Board of Trustees may transfer any regular member or employee of the Police Department, who is a participating employee and who shall, through mental or physical disability incurred in the discharge of his/her duties [job-related], become permanently disqualified for active duties of the Police Department; but, such



transfer may be revoked at any time if the disability is removed and the member or employee shall thereupon be returned to active duty in the Police Department. The pay of a member of the Veteran Reserve shall be fifty percent [50%] of the annual base salary received by said employee at the time of retirement plus holiday pay, or two percent [2%] for each year of service on the department, whichever is greater. The allowance provided for herein shall be increased by an annual amount, payable monthly, equal to fifty percent [50%] of each increase in the annual pay of an active member of the Department in the same position held by said retired member at the time of his/her retirement. Said increases shall become payable commencing on the effective date of the wage increases payable to the active members in the same position held by the retired member at the time of his retirement. But, the Board of Trustees may, in case of emergency, call upon any member of the Veteran Reserve for such temporary service as he/she may be fit to perform, and during such service he/she shall receive his/her pension and the difference between the pension received by the retiree and the current rate of pay of members or employees of the department of the same or corresponding grade.

Section 6. Non-Job Related Disability Retirement Said Board of Trustees may permanently retire any member of the regular force who is a participating employee or member of the Veteran Reserve with service of ten [10] years or more who has become permanently disqualified from performing any duty, upon certificate of a police surgeon or committee of surgeons appointed by said Board of Trustees showing such member is permanently disqualified from the performance of all police duty and that such disqualification is caused by the natural infirmities of old age or by some permanent physical incapacity. The rate of pay of any member of the regular Police force so retired who has served ten [10] years shall be twenty percent [20%] of such member's base salary plus holiday pay at the time of retirement. For each additional year of service after ten [10] years, an additional two percent [2%] of such pay shall be added.



Section 7. Normal Retirement

- [a] Said Board of Trustees shall permanently retire any member of the Police Department who is a participating employee upon his/her written request when, effective July 1, 1990, such member or employee has completed twenty-five [25] years of continuous service in the Department and has reached the age of forty-nine [49] years. Effective July 1, 1991, twenty-five [25] years and reached age 48 and effective June 30, 1992, completed twenty-five [25] years and reached age 47. In the case of a regular member of the Department, said period of twenty-five [25] years shall commence with his/her appointment as a regular member of the department. Each regular member so retired shall receive an annual allowance, payable monthly during his/her lifetime, in an amount equal to fifty percent [50%] of his/her annual base pay plus holiday pay at the time of retirement, plus an additional one and one-quarter percent (1.25%) of annual base pay plus holiday pay for each three (3) months of service after twenty-five (25) years to a maximum of seventy-five percent (75%) of his/her annual base pay at the time of retirement. The allowance provided for herein shall be increased by an annual amount, payable monthly, equal to fifty percent [50%] of each increase in the annual pay of an active member of the Department in the same position held by said retired member at the time of his/her retirement. Said increases shall become payable commencing on the effective date of the wage increases payable to active members in the same position held by the retired member at the time of his/her retirement.
- [b] Any employee or regular member, who, upon attaining the age of forty-nine [49] years, as of July 1, 1990, age of forty eight years, as of July 1, 1991, or age forty-seven years, as of June 30, 1992, and who has not completed twenty-five [25] years of continuous service may, at his/her option, request retirement, in writing, to the Board of Trustees, and said Board may retire said member, provided said member has competed ten [10] or more years of service. Each member so retired shall receive an annual allowance, payable monthly during his/her lifetime, in an amount equal to two percent [2%] of his/her annual pay at the time of retirement for each year of service. The percentage so determined shall be known as the earned percentage. The allowance provided for herein shall be increased by an annual amount, payable monthly, equal to the earned percentage

of each increase in the annual pay of an active member of the department in the same position held by said retired member at the time of his/her retirement. Said increase shall become payable commencing on the effective date of the wage increases payable to active members of the Department in the same position held by the retired member at the time of his/her retirement.

Section 8. Death - Job Related If it is shown to the satisfaction of the Board of Trustees that a regular member sustained bodily injuries effected directly and independently of all other causes through external, violent, and accidental means while engaged in duties pertaining to his/her employment for said Town, and that such injuries, independently and exclusively of all other causes, and within six [6] months of the date of the accident, caused the death of such member, the surviving spouse of such member shall receive, until death or remarriage, payable weekly or monthly, a sum equal to one-half [ $\frac{1}{2}$ ] the amount of the pension (plus holiday pay) to which such member would have been entitled if such member had been retired at the time of his/her death for permanent physical incapacity contracted while in the performance of police duties as herein provided. If such deceased member leaves no surviving spouse, or upon the death of such surviving spouse before remarriage, said Board of Trustees shall cause to be paid weekly or monthly to the legally appointed guardian of any surviving child under the age of eighteen [18], for the use and benefit of such child or children, a sum equal to the amount hereinbefore provided to be received by the surviving spouse, and may, from time to time, apportion such among the children as it may deem best; provided, that as each child shall arrive at the age of eighteen [18] years, the payment to each such child shall cease. If the deceased member leaves no surviving spouse or children, the Board may, at its discretion, in cases where such member was the sole support of a parent or blood relations of the first degree, award benefits to such dependents not exceeding in value the benefits specified herein in the case of the surviving spouse or children.

For purposes of this Agreement, "surviving spouse" is that spouse to whom the employee and/or retiree was legally married at the time of his/her death. "Dependent children", for purposes of this Agreement, are those children which are naturally and/or legally his/her children and are less than eighteen (18) years of age.

In the event a regular member of the Department dies while engaged in duties pertaining to his/her employment for the Town of Trumbull, and as a result, the employee's surviving spouse becomes eligible to receive benefits as provided under Section 8 of the "Police Benefit Fund" as established under



Special Act Number 612 and agreed to under the provisions of this collective bargaining agreement, such surviving spouse or eligible survivors shall, during the period they are receiving such benefits, receive from the Town's General Fund an additional difference between the amount received under the provisions of said "Police Benefit Fund" and the pension to which the deceased member would have been entitled if such member had been retired at the time of his/her death.

Section 9.     Death - Non-Job Related In the event of the death of a regular member of the Police Department who has served ten [10] years or more and who is not retired by reason of causes other than such causes as are covered under Section 8, hereof, the surviving spouse of such member shall receive, until death or remarriage, payable weekly or monthly, a sum equal to the amount of the pension (plus holiday pay) to which such member would have been entitled if such member had been retired at the time of his/her death for permanent physical incapacity as hereinbefore provided in Section 6.

If such deceased member leaves no surviving spouse, or upon the death of such surviving spouse before remarriage, said Board of Trustees shall cause to be paid weekly or monthly to the legally appointed guardian of any surviving child under the age of eighteen [18], for the use and benefit of such child or children, a sum equal to the amount hereinbefore provided to be received by the surviving spouse, and may, from time to time, apportion such sum among the children as it may deem best; provided, that as each child shall arrive at the age of eighteen [18] years, the payment to each such child shall cease.

Section 10.     In the event of the death of a regular member or employee of the Police Department after he/she has been retired, the surviving spouse of such member or employee shall receive, until death or remarriage, payable weekly or monthly, a sum equal to one-half [ $\frac{1}{2}$ ] the amount of the pension which such deceased member or employee was entitled to receive as hereinbefore provided. In the event there is no surviving spouse, or the surviving spouse dies, said benefit shall be payable to the dependent children, as hereinbefore defined.

Section 11.     The provisions of this act shall apply in favor of all persons who are regular member or employees of said Police Department at the time of the passage of this act in the same manner as if the same had been in full force and effect at the time of their appointment or employment.

Section 12.     No participating employee shall be eligible to be transferred to the Veteran Reserve or be retired or to receive benefits hereunder, except as provided in Section 3 hereof, until after a period of five [5] years from the effective date of this act has elapsed; except in the case of permanent physical



incapacity or death contracted or caused while in the performance of police duties.

Section 13. In the event of the withdrawal of any person as a participating employee, such person shall not hereafter be eligible to become a participating employee and shall be barred from all benefits hereunder, except as provided in Section 3, hereof.

Section 14. Any member who shall retire after July 1, 1986, for purposes of Sections 3, 5, 6, 7, 8, 9, 10 or 11 above, shall have his/her pension calculated and based upon the highest annual wage rate in effect within thirty [30] days of the date of retirement in said employee's rank or classification in the fiscal year in which said employee retires.

Section 15. In the event a retired members, position, grade, rank or classification has been deleted, the retired member shall receive said increase based on the general wage increases to members of the bargaining unit with respect to Section 5, 7A and 7B of Article 37.

Section 16. Single members of the bargaining unit be allowed to designate a beneficiary for their pension contributions plus interest per the language contained within this Article.

#### **ARTICLE 38 DEFINED CONTRIBUTION FOR EMPLOYEES HIRED AFTER JULY 1, 2014**

Notwithstanding Article 37, employees hired on or after July 1, 2014 shall not be eligible to participate in the Police Benefit Fund; rather, they shall, if eligible, participate in the Town Defined Contribution Plan. The Town will match employee contributions in the Defined Contribution Plan in the amount of seven percent (7%) of the employee's annual salary. Contributions shall commence as soon as administratively possible but no later than the first of the month after commencement of employment.

As soon as administrative feasible, the Town will provide to employees covered by the Defined Contribution Plan a long term disability (LTD) plan that provides for a 180 day waiting (elimination) period with 67% of salary reimbursement.

#### **ARTICLE 39 CAPTAINS CARS**

Section 1. Captains shall have the use of a vehicle when on duty subject to operational needs, however, are not allowed to drive said vehicles to and from work nor are said vehicles to be used for non-department related uses. This provision is "grandfathered" as to the individuals in the Captain rank as of July 1, 1992, who shall be permitted the use of a vehicle to and from work.

# **ARTICLE 40 DRUG TESTING**

Employees ordered to do so, shall submit to drug and alcohol testing where reasonable suspicion exists. All testing shall be in accordance with the procedural safeguards provided for in Section 31-51t of the General Statutes of Connecticut.

# **ARTICLE 41 DURATION**

Section 1. This Agreement shall be effective upon signing except as otherwise specified herein and shall remain in full force and effect through June 30, 2019 and thereafter shall be considered automatically renewed for successive periods of one [1] year unless either party shall, not more than one hundred eighty [180] days, nor less than one hundred twenty [120] days prior to the expiration of this Agreement, serve written notice on the other party of a desire to terminate, modify, negotiate, change, or amend this Agreement.

FOR THE TOWN OF TRUMBULL  
FAIRFIELD COUNTY, CONNECTICUT



Timothy M. Herbst, First Selectman  
Town of Trumbull



H. James Haselkamp, Jr.  
Director of Labor Relations

11-16-16

FOR TRUMBULL POLICE UNION  
LOCAL #1745, AND COUNCIL #4  
AFSCME, AFL-CIO

 , PRESIDENT  
Robert Coppola, President  
Local #1745, AFSCME, AFL-CIO

11/16/2016

  
John Miller, Staff Representative  
Council #4, AFSCME, AFL-CIO



**APPENDIX A**  
**HEALTH PLAN**

**APPENDIX A INSURANCE SUMMARY**

**STATE PARTNERSHIP HEALTH CARE**

Notwithstanding any other provisions in the contract to the contrary, the Town of Trumbull and the Union agree to the following:

1. Effective July 1, 2016, or when administratively feasible, the Town will change its current health program to the State Partnership Plan 2.0. The health benefits shall be those exclusively provided under the State Partnership Plan for health, pharmacy, vision and dental coverages. (Dental Coverage \$1500 Annual Maximum Plan with option for DHMO). In addition, employees will be subject to the State Health Enhancement Program including penalties for non-compliance resulting in deductibles and premium penalties.
2. The parties recognize that this agreement is subject to the Town receiving State approval to join the Partnership. In addition, the Town reserves the right not to join the State Partnership Plan 2.0 in the event not all bargaining groups participate or are accepted.
3. Coverage eligibility for employees and eligible dependents shall commence on the first of the month following employment and shall end on the last day of the month in which they are separated. Coverage for eligible dependents shall continue up to age 26 for health, pharmacy, dental, vision irrespective of student status.
4. The Town shall have the unilateral right to withdraw from the State Partnership Plan. In the event the Town elects to withdraw, it shall notify the Unions of its decision as soon as possible. Penalties assessed by the State resulting from the Town's decision to withdraw from the State Partnership, shall be the responsibility of the Town. The Unions agree to negotiate on a coalition basis over the health benefits plan. The employee medical contribution rate shall also be the subject to negotiations upon withdrawal but shall not be conducted on a coalition basis. In the event an agreement is not reached within forty-five (45) days from said notice, the parties agree to proceed immediately to binding arbitration. The arbitration shall be a "one issue" arbitration with the Town and the Coalition each submitting their proposal for the medical plan design. The parties agree to make their best efforts to expedite the process to ensure a decision within sixty (60) days of the

expiration of the forty-five (45) day window for negotiations. The Unions may, if there is a substantial change in the State Partnership Plan 2.0 benefits, request bargaining over a substitute plan. In order to make such a request, the group must constitute at least a majority of the Town unions representing at least 50% of the Town's unionized employees. If this criterion is met, negotiations would reopen for all the bargaining groups as a coalition. This reopener applies during the term of the applicable contract. Such demand to bargain over a substitute plan of benefits shall be made within thirty (30) days of such change. If the request to bargain is not made within thirty (30) days then the Plan will remain with the changes. If bargaining occurs, it shall be the process as outlined above. The eligibility for retiree coverage in the Police contract shall not be the subject of the reopener in the event there is a withdrawal from the State Partnership plan. The retiree plan of benefits shall be as determined in the collective bargaining agreement. (See attached benefit summaries at end of contract)



**APPENDIX B**  
**UNIFORMS AND EQUIPMENT**

7	Summer Shirts
7	Winter Shirts
3	Summer Trousers
3	Winter Trousers
1	Windbreaker, reversible
1	Winter coat
1	Winter hat
1	Summer hat
1	Fur hat
6	Ties as needed
1	Raincoat
1	Cap cover/cape
1	Rain pants
1	pr low quarters - combination of either low quarters or chukka shoes, for a total of two [2] units.
1	pr chukka shoes
1	pair of insulated boots
1	pants belt
1	gun belt
1	Monodnock stick
1	Monodnock ring
1	Handcuff case
1	Traffic vest
1	Traffic mittens
1	lined gloves
1	unlined gloves
1	key ring
1	tie bar
2	insignia
1	nameplate - pin
1	nameplate - clutch
1	whistle
1	whistle chain
1	Traffic book holder 4 belt stays
1	holster, 1st Issue. Any replacement holster, speed loaders and holders other than wear and tear, will be at Officer's expense.
1	pair slush boots
1	attache case
1	45 Magazine Clip Holders
2	holders, 1st issue
1	knife & 1 case

- 1 mag lite [rechargeable] & 1 holder
- 1 handcuffs [standard]
- 1 badge case
- 1 badge
- 1 sweater [replacement]
- 1 bulletproof vest, replaced according to manufactures recommendation

**APPENDIX C**  
**ANIMAL CONTROL OFFICER**

Section 1. Article 1. Recognition, of the agreement between the Town of Trumbull and Trumbull Police Local #1745 and Council #4, AFSCME, AFL-CIO [the "Agreement"], shall be amended to include the Trumbull Animal Control Officer, as per State Board of Labor Relations, Decision No. 2918.

Section 2. The following Articles of the Agreement shall apply to the Animal Control Officer: Article 2, Management Rights; Article 6, Medical, Sections 1 through 6 only; Clothing Allowance, to the extent set forth hereafter; Article 15, No Strike; Article 16, Grievance Procedures [as modified below]; Article 18, Residency; Article 19, Longevity; Article 23, Funeral Leave; Article 24, Past Practice; Article 29, Dues Check Off; Article 30, Union Security; Article 31, Warning Slips and Reprimands; Article 32, No Liability; Article 33, Saving Clause; and Article 41, Duration, of the Police Agreement. Any Article of or Appendix to the Agreement not specifically listed above shall not apply to the Animal Control Officer.

Section 3. PENSION PLAN - The Town of Trumbull Retirement Plan, of which the Animal Control Officer is currently a member, shall continue to be the Retirement Plan of said Animal Control Officer. Any animal control officer hired after July 1, 2015 shall participate in the Town's defined contribution as outlined in this contract and the plan document.

Section 4. WAGES – The Animal Control Officer shall receive the same general wages increases as set forth in Article 5, Sections 1 – 4, of the Agreement.

Effective and retroactive to July 1, 2016, the current Animal Control Officer's wages shall increase by 2.5 % over the wages paid on June 30, 2016 :

<u>2016-2018</u>	<u>2017-2018</u>	<u>2018-2019</u>
\$ \$60,963	\$62,487	\$63893

Section 5. HOURS OF WORK - The hours of work shall be 8:00 a.m. to 4:00 p.m., Monday to Friday.

Section 6. VACATIONS

[a] The Animal Control Officer shall be entitled to the following paid vacation days as calculated on an anniversary date basis:

<u>Completed Years of Service</u>	<u># of Days</u>
-----------------------------------	------------------



1 through 6 years of completed service	10 days
6 through 10 years of completed service	15 days
11 years of completed service	16 days
12 years of completed service	17 days
13 years of completed service	18 days
14 years of completed service	19 days
15 through 24 years of completed service	20 days
25 or more years of completed service	25 days

- [b] The Animal Control Officer who leaves the employee of the Town, for any reason, shall be paid all earned vacation, provided said employee gives the Town two [2] weeks written notice of leaving Town employment. In the event that the Animal Control Officer is entitled to vacation leave at the time of his/her retirement, termination or death, he/she or his/her spouse, as the case may be, shall receive one [1] week's pay for each week of unused vacation leave. In the event that the Animal Control Officer should die and is not survived by a spouse, such payment, in lieu of unused vacation leave, shall be paid to the Animal Control Officer's heirs or estate.
- [c] If a holiday falls within an Animal Control Officers vacation period, said Animal Control Officer shall be entitled to one [1] additional day of vacation.
- [d] Voluntary accumulation of two [2] weeks of vacation shall be allowed with the approval of the department head. Accumulated time must be used in the following year.

#### Section 7. SICK LEAVE

- [a] The Animal Control Officer shall be granted paid sick leave on the basis of one and one-fourth [1 ¼] days per month and the accumulation of such leave shall be unlimited.
- [b] The Animal Control Officer may be required to present a doctor's certificate for absences due to illness of five [5] consecutive work days or more. Certificates shall be presented to the Chief of Police. In the event of excessive absenteeism, the Animal Control officer may be required to submit to a physical examination given by a doctor of the Town's choosing.
- [c] A Probationary Animal Control Officer is not eligible to receive sick leave benefits during his or her probationary period, but accumulation shall start with the original date of employment.
- [d] Sick leave shall not be granted in advance.
- [e] If a holiday falls within an Animal Control Officers paid sick leave period, said Animal Control

Officers sick leave account shall not be charged for that holiday, but the Animal Control Officer shall be paid for the holiday at his/her regular rate of compensation.

- [f] No Animal Control Officer on paid sick leave from the Town of Trumbull shall engage in any other employment until he/she has returned to work for the Town. The First Selectman may waive, in writing, this section in cases of hardship.
- [g] Any Animal Control Officer who terminates his/her employment with the Town following his/her early retirement date, as defined in the "Town of Trumbull Retirement Plan", shall be eligible to receive payment for unused, accumulated sick leave. Such payments shall be made at the wage rate in effect on January 1 of the year in which the sick days were accumulated, up to a maximum of sixty [60] days. In the event that the Animal Control Officer dies while still in the employ of the Town, his/her spouse or estate shall be eligible to receive an amount equal to up to thirty [30] days sick leave.

#### Section 8 OVERTIME

- [a] Payment for hours actually worked over eight [8] hours in any work day and hours actually worked over forty [40] in any week shall be made at one and one-half [1 ½] times the hourly rate of the Animal Control Officer.
- [b] Compensatory time may be substituted for overtime payment upon the mutual agreement of the Animal Control Officer and the Chief of Police. The amount of compensatory time due shall be computed as follows:
  - [1] One and one-half [1 ½] hours for each hour actually worked in excess of eight [8] hours in any work day and in excess of forty [40] hours in any week; and
  - [2] One and one-half [1 ½] hours for each hour worked on Saturdays, Sundays or holidays.

The maximum amount of compensatory time that may be accumulated is forty-eight [48] hours in the aggregate at any one time.

#### Section 2 PERSONAL LEAVE

Absence with pay up to two [2] days per calendar year to conduct personal business shall be granted, upon reasonable notification to and the approval of the Chief of Police. Personal days may not be added to the vacation period.

#### Section 10. JURY DUTY

In the event the Animal Control Officer is required to be absent for compulsory jury duty he or

she shall receive his or her basic salary, provided he or she returns to the Town any payment he or she shall receive for such service from other sources, and provided:

- [a] Said Animal Control officer shall notify the Chief of Police immediately upon receipt of the jury duty questionnaire for consultation on his or her availability;
- [b] Said Animal Control Officer shall notify the Chief of Police immediately upon receiving a call to jury duty;
- [c] Said Animal Control Officer shall immediately report to work on any such day of jury duty on which he is released with four [4] or more hours remaining in the work day.

#### Section 11. MILITARY LEAVE

In the event the Animal Control Officer serves in the Armed Forces Reserve Training Program or the State National Guard he or she shall be granted leave with pay for fulfilling his or her duty obligation, up to a maximum of fifteen [15] days per year.

The combination of pay from the military and the Town shall not exceed the Animal Control Officers regular base salary.

#### Section 12. HOLIDAYS

- [a] The Animal Control Officer shall be entitled to thirteen [13] recognized holidays in accordance with the Town Hall's annual holiday schedule.
- [b] Whenever a legal holiday falls on a Saturday, the previous Friday shall be granted. If a holiday falls on a Sunday, the following Monday shall be granted.
- [c] Whenever the Animal Control Officer is required to work on a holiday recognized in this Agreement, compensation shall be at the rate set forth in Section 8 above. In addition, the Animal Control Officer shall be entitled to one additional paid day off, in lieu of the holiday, which must be taken within four [4] weeks of the holiday, or converted into compensatory time pursuant to Section B [b] hereof.

#### Section 13. EXTENDED SICK LEAVE OF ABSENCE

- [a] In the event the Animal Control Officer is ill or disabled and has exhausted all of his or her accumulated sick leave, an extended leave of absence without pay may be granted for a period not to exceed six (6) months from the date of his or her sick leave is exhausted, upon written approval of the Chief of Police. Determination with regard to reinstatement of service date for the Animal Control Officer whose absence extends beyond the aforementioned six [6] months will be made by the appointing authority;



- [b] The Animal Control Officer on sick leave of absence shall not be eligible for holiday pay, accumulations of sick leave or other fringe benefits during this period;
- [c] The Animal Control Officer on sick leave of absence for any period exceeding thirty [30] days may maintain his or her pension and insurance benefits during said leave at his own expense. Such continuation of benefits is contingent upon the employee requesting in writing, in advance, the specific benefits to be continued, and paying to the Town in advance, on a monthly basis, the cost of said benefits.

Section 14. PERSONAL LEAVE OF ABSENCE

- [a] A Leave of Absence without pay may be granted for one hundred eighty [180] days upon the recommendation of the Chief of Police;
- [b] Personal Leave of Absence shall not be granted for taking or seeking other employment;
- [c] An Animal Control Officer on personal leave of absence shall not be eligible for holiday pay, accumulation of sick leave or other fringe benefits during this period;
- [d] An Animal Control Officer on personal leave of absence for any period exceeding thirty [30] days may maintain his or her pension and insurance benefits during said leave. Such continuation of benefits is contingent upon the Animal Control Officers requesting in writing in advance, the specific benefits to be continued and paying to the Town, in advance, on a monthly basis, the cost of said benefits.

Section 15. PROBATIONARY

- [a] There shall be a working test period for ninety [90] working days duration from the date of hire. During said probationary period the Town may terminate said Animal Control Officer, at its discretion which shall not be grievable by the Union;
- [b] Upon completion of the Animal Control Officers Probationary Period the employee shall, upon the written approval of the Chief of Police, become a permanent employee following which he may be suspended and/or terminated only for just disciplinary cause;
- [c] The working test period set forth above shall be counted as part of the Animal Control Officers seniority, after the employee is considered permanent;
- [d] During the working test period, the Animal Control officer, shall receive, after completing forty-five [45] days of accrued service, the health insurance benefits which accrue to permanent

employees. The Animal Control Officer shall be entitled to no other fringe benefits, provided for herein, until his probationary period has been successfully completed.

Section 16. SENIORITY

- [a] An Animal Control officer seniority shall be determined by the length of continuous service with the Town from the day the employee started to work on a full-time basis [completion of the probationary period as defined in Section 15] and shall accumulate from that time for the duration of employment.
- [b] The Animal Control Officer shall lose his or her seniority if he or she:
1. Quits, resigns, or is discharged for just cause;
  2. Is absent from work for five [5] consecutive days without notifying the Chief of Police, or his designee or without satisfactory reason;
  3. Exceeds a leave of absence without satisfactory reason or explanation;
  4. Fails to report to work from a layoff within ten [10] working days after receipt of notice of recall by registered mail. For purposes of compliance, the Town may rely on the last address furnished to it by the Animal Control Officer. Extenuating circumstances shall be considered when applying this section;
  5. Accepts employment elsewhere while on a leave of absence; or
  6. Fails to return from a maternity leave.

Section 17. CALLBACK PAY

In the event the Animal Control Officer is called back to perform work after the regular day, he/she shall be compensated at the current overtime rate; provided, however, in no event shall he/she receive less than an amount equal to four times his regular hourly rate, if called back.

Section 18. DISCIPLINARY PROCEDURES

- [a] The Animal Control Officer shall have the right to Union Representative if he or she so chooses, whenever any superior, or the Chief of Police, requires the Animal Control Officer to attend any conference which could result in disciplinary action against him or her;
- [b] Any disciplinary action, including termination or discharge, maybe appealed through the Grievance Procedure of Article 16, Grievance Procedure, of the Police Agreement, except that only step one and step three shall apply to the Animal Control Officer, such that if he/she is not satisfied with the decision rendered by the Chief of Police, the next step would be for the Union

to submit the grievance for arbitration to the Connecticut State Board of Mediation and Arbitration.

- [c] The Animal Control Officer shall not be terminated, discharged or disciplined in any way without just cause;
- [d] The service record of the Animal Control officer disciplined under the provisions of Section 18, this Agreement, shall be cleared, for progressive discipline purposes, after one [1] year for warnings and two [2] years for suspensions if the Animal Control Officer has not been disciplined for the same offense during that period of time.

Section 19. NON-DISCRIMINATION

Neither the Town nor the Union shall discriminate against or in favor of the Animal Control Officer in account of race, creed, color, national origin, handicapping condition, political affiliation, sex, age, marital status or union membership.

Section 20. ALTERATION OF AGREEMENT

- [a] No agreement alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Town or its representatives and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Town and the Union;
- [b] The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any of the terms and conditions herein.

Section 21. UNIFORMS/EQUIPMENT

- [a] The Animal Control officer shall be entitled to the following uniforms and equipment:
  - 5 summer shirts
  - 5 winter shirts
  - 5 trousers (summer, winter)
  - 1 windbreaker, reversible
  - 1 winter coat
  - 1 winter hat
  - 1 summer hat
  - ties as needed
  - 1 raincoat
  - 1 cap cover/cape
  - 1 pair of insulated boots
  - 1 pants belt
  - 1 pair gloves



- tie bar as needed
- necessary insignia as needed
- 1 pair slush boots
- 1 knife/case
- 1 flashlight
- 1 sweater

- [b] The Town shall provide reasonable cleaning for the Animal Control Officer's uniforms. Such cleaning shall extend to a maximum allowance of eight units of cleaning (shirts or pants) per week and cleaning of the uniform sweater, jacket, hat, and winter coat, twice annually.

**APPENDIX D**  
**MEMORANDUM OF AGREEMENT REGARDING PATROL CANINE**

Whereas, the Town has indicated its desire to implement a K9 Program in the Trumbull Police Department, and

Whereas, the Union has indicated its willingness to support the implementation of said K9 Program.

NOW THEREFORE, the parties agree as follows:

1. The Town, through the Police Department ("Department"), will obtain a suitable canine for the K9 Program. It is the intent of the Department that the canine be suitably trained for tracking, narcotics detection, and typical patrol duties.
2. Ownership of the canine remains solely vested in the Town provided, however, that the Town may seek to relinquish ownership upon expiration of the canine's serviceability to the Town or the Town's termination of the K9 Program. The Town will afford the handler of the retired canine the right of first refusal to purchase the canine for \$1.00. Failure of the handler to comply with the terms of this Agreement, withdrawal, or inability of the handler to continue in a handler capacity shall not constitute an expiration of serviceability for the canine, and the Town reserves the right to reassign the canine to another handler.
3. The Town and the Union agree that the Department will afford any interested patrol officer an opportunity to apply for any opening as a K9 handler. The final appointment of a handler, and the qualifications for appointment, rests solely with the Department, in accordance with the contract. The Town and the Union further agree that any handler may be removed as a handler for reasonable cause, including, but not limited to, violation of the terms of this Agreement and the handler shall have the right to challenge such action through the grievance procedure. Seniority in the K9 unit shall be determined by the length of continuous service commencing with the date that officer was assigned in the unit. In the event two or more officers were assigned on the same date, seniority shall be determined by the officer in the unit with the highest departmental seniority.
4. The handler agrees to undergo and successfully complete all training necessary, as determined by the Department in its sole discretion, to successfully implement and maintain said K9 Program. The parties agree that the handler and the canine must remain licensed and/or certified as required by the Connecticut State Police Canine Training Unit. In addition, the parties agree that the handler must remain an approved and authorized agent of the Trumbull Police Department who is authorized to handle and test drugs as require by the State of Connecticut.
5. The handler may, with good and sufficient reason acceptable to the Department, voluntarily withdraw as a handler provided the Department is given three (3) months notice in writing of his or her intent to do so. The three (3) month notice requirement may be waived by the Department for a demonstrated hardship.
6. The handler agrees to house, care, train, and maintain the canine in the manner prescribed by the trainer and the Department. The Department reserves the right to periodically inspect the premises



and conditions in which the canine is housed and maintained, at an appropriate and convenient time agreed to by the handler.

7. The Town agrees to bear all reasonable and documented expenses pertaining to the care and maintenance of the canine, including, but not limited to, food, medical care, and insurance. The Town assumes all liability associated with the ownership of the canine, except where the canine is used in a negligent manner not consistent with applicable police standards.
8. The Town agrees to bear any reasonable and documented expenses related to boarding the canine in the event the handler is away or otherwise unable to care for the canine due to injury or illness. Any such arrangements made according to the provisions herein shall require the prior approval of the Department. The final determination as to where the canine will be kenneled is left to the sole discretion of the Department. In the event of any long term illness or injury to the handler that the Town reasonably believes is diminishing the continued viability of the canine asset, The Town reserves the right to reassign the canine to another handler.
9. The Town agrees to bear all reasonable and documented expenses pertaining to properly equipping both the handler and the canine for service to the Department. The handler agrees to properly maintain and properly use the equipment provided to him/her by the Department and return the equipment to the Department upon completion of his/her service as a handler.
10. The Town agrees to provide the handler with the use of a properly equipped marked police vehicle for the transportation of the canine to and from work, training, or functions authorized by the Department. Use of the vehicle for other purposes or the carrying of passengers not authorized by the Department is prohibited. The Town agrees to bear all reasonable and documented expenses related to the vehicle, including fuel and maintenance.
11. The parties agree that the Department will determine hours of work for the handler and that the position will not be subject to the contractual bid process. The Union agrees that the handler will work a seven (7) hour day, while compensated for eight (8) hours, and will not count toward the minimum staffing requirement.
12. The Union acknowledges that the nature of a K9 Program is such that circumstances may require that the handler and canine ("the Unit") be recalled to duty during off-duty hours. As such, the Unit shall be on-call at all times. The Town agrees to compensate the handler at the greater of four (4) hours compensation or the actual time worked at the rate of one and one-half (1 ½ ) times the handler's hourly wage in the event the handler is called back to duty during the handler's off-duty hours.
13. The Town agrees to provide the handler a stipend of fifteen (15) dollars per day for each and every scheduled day off for the length of the canine's service to the Department, provided, however, that said stipend will not be paid for any day(s) the canine is boarded, or the handler is away or unable to care for the canine due to injury or illness. The stipend will cease upon the removal of the canine from the handler or retirement of the canine from active service with the Department.
14. The Town reserves the right to discontinue the K9 Program with thirty (30) calendar days notice to the Union. If the Town discontinues the K9 Program, the Town and the Union agree that the handler will



be assigned to his or her bid shift, insofar as allowed by seniority, for the balance of the current bid cycle.

15. The parties agree that this agreement is intended to schedule and compensate the handler in accordance with federal and state wage and hour laws governing the assignment of an officer to the care and handling of a canine. The parties expressly recognize the difficulty in determining the exact hours worked by the handler in caring and maintaining the canine beyond regularly scheduled working hours, under these circumstances, and as such, expressly deem this agreement reasonable in accordance with 29 C.F.R. § 785.23.

**APPENDIX E**  
**MEMORANDUM OF AGREEMENT REGARDING SPECIAL EVENTS**

Notwithstanding any other provision in this Agreement to the contrary, for any special duty job, town event or department event that requires more than 10 officers, the Chief shall assign in his discretion a commanding officer of Lieutenant rank or greater, who will prepare an operations plan for and oversee the event. This plan will include and describe the event schedule, equipment needs, additional resources, and personnel assignments. The final determination and approval of the event plan including positions and numbers required shall remain with the Chief.

The ranking officer assigned to plan and oversee any such event will be charged in the Department Overtime Log to reflect the date and hours worked on the day(s) of the event.

Additional officers and/or supervisors, the number of each as determined by the event commander and approved by the Chief, shall be hired through a sign-up sheet, with officers and/or supervisors on a regularly scheduled day off having preference; and all such officers shall be charged accordingly. Lieutenants may be used in place of Sergeants if a sufficient number of Sergeants are not available to meet the number of Sergeant positions established by the Town; however, Sergeants and Lieutenants shall not be eligible for patrol officer assignments. Special Officers may be used in place of patrol officers after sign-ups have been exhausted and before ordering-in patrol officers.

# CONNECTICUT PARTNERSHIP PLAN 2.0

Visit [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner) (click "provider networks") to search the list of network providers.

Administered by  
UnitedHealthcare/Oxford

Medical Office Visit	\$15 Co-pay
Specialist Office Visit	\$15 Co-pay
Vision Exams (one per calendar year)	\$15 Co-pay
Inpatient Hospital	\$0 Co-pay
Outpatient Surgical	\$0 Co-pay
Emergency Room	\$35 Co-pay (waived if admitted)
Urgent Care	\$15 Co-pay
Walk In	\$15 Co-pay
Lab / X-Ray	\$0 Co-pay
High Cost Radiological & Diagnostic Tests	\$0 Co-pay
Deductible	Individual: \$350 Family: \$350 each member (\$1,400 maximum). Waived for HEP-compliant members.
Coinurance	Not applicable
Max out of pocket	\$2,000 Individual / \$4,000 family

Primary Care (Adult and Child Wellness Exams)	\$0 Co-pay
Gynecologist Wellness	\$0 Co-pay
Mammogram	\$0 Co-pay
Lifetime Maximum	Unlimited

Annual Deductible	\$300 individual/\$900 family
Coinurance	20% of allowable UCR charges
Max Out-of-Pocket	\$2,300 individual / \$4,900 family
Lifetime Maximum	Unlimited



## CONNECTICUT PARTNERSHIP PLAN 2.0

Visit [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner) [click "provider networks"]  
to search the list of network providers.

Administered by  
UnitedHealthcare/Oxford

Deductible	Not applicable*
Acupuncture (20 visits/year)	\$15 Co-pay
Chiropractic	\$0 Co-pay
Nutritional Counseling (3 visits/year)	\$0 Co-pay
Physical/Occupational Therapy	\$0 Co-pay
Durable Medical Equipment	\$0 Co-pay
Routine Hearing Screening (as part of an exam)	\$15 Co-pay

Generic	\$5	\$5	\$0
Preferred/Listed Brand Name	\$10	\$20	\$5
Non-Preferred/Non-Listed Brand Name	\$25	\$35	\$12.50
Annual Maximum	Unlimited		
Max out of pocket	\$4,600 individual / \$9,200 family		

### UnitedHealthcare/Oxford Contact Information

Live, knowledgeable customer service representatives are available for current State of Connecticut Partnership members toll-free at **800-385-9055** from 8am to 6pm EST, Monday through Friday.

If you prefer, you may also visit <http://partnershipstateofct.welcometouhc.com> to search for a participating physician or facility, to learn about your health plan, to find the status of claims, or obtain additional information about discount programs offered to State of Connecticut Partnership members.

**UnitedHealth Allies:** This health discount program helps you, and your family, save money on many health and wellness purchases not included in your standard health benefit plan.

Visit  
[www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)  
to search the list of  
network providers.

# CONNECTICUT PARTNERSHIP PLAN

2.0

Preventive Service	Birth – age 5	Age 6 – 17	Age 18 – 24	Age 25 – 29	Age 30 – 39	Age 40 – 49	Age 50+
Preventive Visit	Once per year	Once every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50 – 64 – Every 3 years 65 and Over – Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years starting at 20	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	One screening between the ages of 35 and 39. Otherwise as recommended by physician	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years starting at age 21	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

These requirements meet compliance with the HEP Preventive Program as outlined in the SEBAC agreement and have not changed from 2012.

As is currently the case under the State Health plan, any medical decisions will continue to be made by you and your physician.

<b>Calendar Year Maximum</b>	
All categories	\$1,500*
<b>Calendar Year Deductible</b>	
Per Individual	\$0
Per Family	\$0
<b>Preventive &amp; Diagnostic Care</b>	
Oral Exams Cleanings Routine X-Rays Non-Routine X-Rays Sealants Brush Biopsy	100%, No Deductible
<b>Basic Restorative Care</b>	
Fillings** Fluoride Application Periodontal Maintenance* Emergency Care to Relieve Pain Oral Surgery - Simple Extractions Root Canal Therapy / Endodontics Relines, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Stainless Steel/Resin Crowns	80%, No Deductible
<b>Major Restorative Care</b>	
Crowns / Inlays / Onlays Space Maintainers (limited to non-orthodontic treatment) Periodontics Oral Surgery- All Except Simple Extraction Surgical Extraction of Impacted teeth	67%, No Deductible
<b>Orthodontia</b>	
Coverage for Children until age 19	50%, No Ortho Deductible
Lifetime Maximum	\$1,500
<b>Pretreatment Review</b>	Available on a voluntary basis when extensive work in excess of \$200 is proposed.

\*If enrolled in HEP, maximums are waived on Periodontal Maintenance and Periodontal Scaling and Root Planning procedures.

\*\*For fillings other than amalgam, an alternate benefit may apply.

Please refer to the Summary Plan Description for a full listing of covered benefits, exclusions and limitations.

Where allowed by state law, in-network providers will charge no more than negotiated rate for non-covered services.



This summary provides only the highlights. For a complete list of both covered and non-covered services, including benefits that may be required by your state, see your Evidence of Coverage, Insurance Certificate or Summary Plan Description - the official plan documents. If there are any differences between this summary and the plan documents, the terms of the plan documents will take precedence.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries, including Cigna Dental Health Plan of Arizona, Inc., Cigna Dental Health of California, Inc., Cigna Dental Health of Colorado, Inc., Cigna Dental Health of Delaware, Inc., Cigna Dental Health of Florida, Inc., a Prepaid Limited Health Services Organization licensed under Chapter 636, Florida Statutes, Cigna Dental Health of Kansas, Inc., Cigna Dental Health of Kentucky, Inc., Cigna Dental Health of Maryland, Inc., Cigna Dental Health of Missouri, Inc., Cigna Dental Health of New Jersey, Inc., Cigna Dental Health of North Carolina, Inc., Cigna Dental Health of Ohio, Inc., Cigna Dental Health of Pennsylvania, Inc., Cigna Dental Health of Texas, Inc., and Cigna Dental Health of Virginia, Inc. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.



Benefit		
Materials Copay	\$0	N/A
Single Vision Lenses	Covered in Full	\$40 Allowance
Bifocal Lenses	Covered in Full	\$65 Allowance
Trifocal Lenses	Covered in Full	\$75 Allowance
Lenticular Lenses	Covered in Full	\$100 Allowance
Contact Lenses (Retail Allowance)		
Elective	\$350 Allowance	\$345 Allowance
Therapeutic	Covered in Full	\$345 Allowance
Frame (Retail Allowance)	\$175 Allowance	\$125 Allowance

Frequency is 12 months for lenses, contact lenses, and frames.

**In-Network Benefits Include:**

One pair of prescription plastic or glass lenses, all ranges of prescriptions (powers and prisms)

**Lens Options:**

Standard Polycarbonate: covered for under 18 years of age; min. 20% save, \$40 out-of-pocket max. for adults

Oversize lenses: covered under plan

Rose Tints: #1 and #2 - covered under plan

Solid Tints: min. 20% save, \$15 out-of-pocket max.

Gradient Tints: \$20 out-of-pocket max.

Standard photochromics: 20% save, \$78 out-of-pocket max.

Standard anti-reflective coating: min. 20% save, \$45 out-of-pocket max.

Standard scratch/UV coating: min. 20% save, \$17 out-of-pocket max.

Progressive lenses: covered up to bifocal lens amount with 20% savings on the difference;

\$81 out-of-pocket max. for standard lens

One frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance.

One pair or a single purchase supply of contact lenses - in lieu of lenses and frame benefit, (may not receive contact lenses

and frames in same benefit year). Allowance applied towards cost of supplemental contact lens professional services

(including the fitting and evaluation), and contact lens materials.

**Vision Network Savings Program:**

Minimum 20% savings on additional purchases of frames and/or lenses, including lens options, with a valid prescription;

offered savings does not apply to contact lens materials. Check with your Cigna Vision Network Provider for details.

**To Locate a Provider:**

1. [www.cigna.com](http://www.cigna.com) Online Provider Directory;

Click on "Find a Doctor" at the top of the page;

Choose the "Eye Doctor" radio button and enter your search criteria.

2. [www.myCigna.com](http://www.myCigna.com): You can search for a provider by name, specialty or location after you enroll for coverage

and your plan has taken effect.



This summary provides only the highlights. For a complete list of both covered and non-covered services, including benefits that may be required by your state, see your Evidence of Coverage, Insurance Certificate or Summary Plan Description - the official plan documents. If there are any differences between this summary and the plan documents, the terms of the plan documents will take precedence.

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# Your Personal Prescription Benefit Program

## CT Partnership Plan

Your prescription benefit plan, administered by CVS/caremark, is designed to bring you quality pharmacy care that will help you save money.

Following is a brief summary of your prescription benefits. On the reverse side, you will find details about the State of Connecticut Maintenance Drug Network, which offers two ways for you to save on your long-term medications.

	<b>Acute Medications</b> For short-term medications (Up to a 30-day supply)	<b>Maintenance Medications</b> For long-term medications (Up to a 90-day supply) (Mandatory Mail or State of CT Maintenance Drug Network* after 1st 30-day fill at retail)	<b>Diabetes Maintenance Medications</b> For long-term medications (Up to a 90-day supply) (already in place)	<b>Health Enhancement Program Only</b> Enrolled participants with Asthma/ COPD, Heart Failure/Heart disease, Hyperlipidemia, or Hypertension qualify for reduced copays on condition-related maintenance medications (Up to a 90-day supply)
<b>Where</b>	The CVS/caremark Retail Network includes more than 68,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and CVS/pharmacy locations. To locate a CVS/caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at <a href="http://www.caremark.com">www.caremark.com</a> or call a Customer Care representative toll-free at 1-800-318-2572.	You have the convenience of getting your long-term medications through CVS/caremark Mail Service Pharmacy or dispensed at one of our 7,700 CVS/pharmacy locations as well as a retail pharmacy that participates in the State of Connecticut Maintenance Drug Network. When you use CVS/caremark Mail Service Pharmacy, your medications can be sent directly to your home or office.		
<b>Generic Medications</b> Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	\$5 for a generic prescription	\$5 for a generic prescription	\$0 for a generic prescription	\$0 for a generic prescription
<b>Preferred Brand-Name Medications</b> If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$20 for a preferred brand-name prescription	\$10 for a preferred brand-name prescription	\$0 for a preferred brand-name prescription	\$5 for a preferred brand-name prescription
<b>Non-Preferred Brand-Name Medications</b> You will pay the most for medications not on your plan's preferred drug list.	\$35 for a non-preferred brand-name prescription	\$25 for a non-preferred brand-name prescription	\$0 for a non-preferred brand-name prescription	\$12.50 for a non-preferred brand-name prescription
<b>Maximum Out-of-Pocket</b>	\$4,600 per individual / \$9,200 per family			
<b>Web Services</b>	Register at <a href="http://www.caremark.com">www.caremark.com</a> to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.			
<b>Customer Care</b>	Visit <a href="http://www.caremark.com">www.caremark.com</a> or call toll-free at 1-800-318-2572.			

All plans are mandatory generic. If the use of the brand is medically necessary, doctors can obtain the Coverage Exception Form from Customer Care.

\* State of Connecticut Maintenance Drug Network: All CVS/pharmacies are included in the State of Connecticut Maintenance Drug Network. Other retail pharmacies interested in joining can log on to [www.caremark.com](http://www.caremark.com) and click on "For Pharmacists and Medical Professionals" for more information.

Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

**CVS/caremark**

NUBAAG



# Use Maintenance Choice to Fill Your Long-Term Medications

## ABOUT THE CVS/CAREMARK RETAIL NETWORK

### Will I receive a new ID card when I enroll in the Health Enhancement Program?

Yes. You will receive two prescription drug cards per family. Please show this new card to your pharmacist to ensure the pharmacy has updated information.

### Do I only have to use a CVS/pharmacy?

CVS/caremark pharmacy network contains more than 67,000 participating retail pharmacy chains and independent pharmacies. You can use any participating pharmacy to fill your acute (short-term) medications (30 day supply or less).

For maintenance medications (long-term), you are allowed one 30 day -fill only at any participating retail pharmacy. After the first 30 day fill, you must fill your prescription through the CVS/caremark Mail Service Pharmacy, CVS/pharmacy or other pharmacies that participate in the State of Connecticut Maintenance Drug Network.

## ABOUT MAIL SERVICE and the STATE OF CONNECTICUT MAINTENANCE DRUG NETWORK

### Where can I fill maintenance prescriptions?

The choice is yours. You can order 90-day supplies of maintenance medications at:

**Mail Service:** Register for mail service by phone (FastStart® toll free at 1-800-875-0867 from 8am -8:30pm Mon – Friday) or log on to [www.caremark.com](http://www.caremark.com) and sign in or register, if necessary. Have your Prescription Card number, the names of your medicines, your doctor's information and your payment information ready. We handle the rest.

**CVS/pharmacy** – Visit your local CVS/pharmacy. If you are currently using CVS/pharmacy to fill your maintenance medications, you can continue to do so. Your CVS/pharmacist can dispense your 90-day supply of a maintenance medication for one copay.

**State of Connecticut Maintenance Drug Network** – Fill your maintenance medications at a participating State of Connecticut Maintenance Drug Network Pharmacy. If your pharmacy is participating in the State of Connecticut Maintenance Drug network, you can use the pharmacy to dispense your 90-day supply of a maintenance medication.

### How long does it take for my prescriptions to arrive by mail?

Please allow 7-10 days for delivery from the time the order is placed. You can check your refill status on-line or by calling toll free at 1-800-318-2572. **Please note:** Mail order packaging accommodates all temperature sensitive drugs.

### How should I ask my doctor or other prescriber to write my prescription in order to receive the maximum benefit for my maintenance medication?

Remind your doctor or other prescriber to write a "90-day supply plus refills," when clinically appropriate, for maintenance medications. CVS/caremark must fill your prescription for the exact quantity of medication that your doctor or healthcare provider prescribes, up to your plan design limit. When you need to take your maintenance medication right away, ask your doctor or other prescriber for two prescriptions:

- The **first** for up to a 30-day supply
- The **second** for up to a 90-day supply, with refills when clinically appropriate

Have the short-term supply filled immediately at any CVS/caremark participating retail pharmacy. Then you have the choice to fill your maintenance medication using Mail Service Pharmacy, CVS/pharmacy, or a pharmacy participating in the State of Connecticut Maintenance Drug Network.

## ABOUT THE CVS/CAREMARK DRUG LIST

### What is a drug list?

It is a list of preferred prescription medications that have been chosen because of their clinical effectiveness and safety. This list is typically updated every three months. The drug list promotes the use of preferred brand-name medications and generic medications whenever possible. Generic medications are therapeutically equivalent to brand-name medications and must be approved by the U.S. Food and Drug Administration (FDA) for safety and effectiveness. Generally, generic medications cost less than brand-name medications. You can get a drug list by either visiting [www.caremark.com](http://www.caremark.com) or by calling Customer Care toll-free at 1-800-318-2572.

### Where can I get a drug list brochure?

You can get a drug list brochure by visiting [Caremark.com](http://Caremark.com) or by calling a Customer Care Representative toll-free at 1-800-318-2572. To save money, have your doctor or other prescriber choose a generic or preferred brand-name medication from the CVS/caremark Drug List, if appropriate. You may want to take the list with you when you visit your doctor or other prescriber.

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