



AGREEMENT
Between
THE TOWN OF THOMASTON
and
COUNCIL #15, AMERICAN FEDERATION OF
STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2014 – JUNE 30, 2017

TABLE OF CONTENTS

	<u>Page</u>
	PREAMBLE
ARTICLE I	2
ARTICLE II	2
ARTICLE III	DUES DEDUCTION
ARTICLE IV	2-3
ARTICLE V	3
ARTICLE VI	UNION SECURITY
ARTICLE VII	3
ARTICLE VIII	MANAGEMENT RIGHTS
ARTICLE IX	3
ARTICLE X	NO DISCRIMINATION
ARTICLE XI	3
ARTICLE XII	NO STRIKE – NO LOCKOUT
ARTICLE XIII	4
ARTICLE XIV	SENIORITY
ARTICLE XV	4
ARTICLE XVI	PROMOTIONS AND SPECIAL ASSIGNMENTS
ARTICLE XVII	4-6
ARTICLE XVIII	SICK LEAVE
ARTICLE XIX	6-9
ARTICLE XX	HOLIDAYS
ARTICLE XXI	10
ARTICLE XXII	VACATIONS
ARTICLE XXIII	10-12
ARTICLE XXIV	PERSONAL LEAVE
ARTICLE XXV	12
ARTICLE XXVI	BEREAVEMENT LEAVE
ARTICLE XXVII	12
ARTICLE XXVIII	EXTRA POLICE DUTY
ARTICLE XXIX	12-13
ARTICLE XXX	UNION BUSINESS LEAVE
ARTICLE XXXI	14
ARTICLE XXXII	UNIFORMS AND EQUIPMENT
ARTICLE XXXIII	14
ARTICLE XXXIV	ADVANCED EDUCATION
ARTICLE XXXV	14-15
ARTICLE XXXVI	IN-SERVICE TRAINING
ARTICLE XXXVII	15
ARTICLE XXXVIII	GRIEVANCE PROCEDURE
ARTICLE XXXIX	15-17
ARTICLE XL	DISCIPLINE AND DISCHARGE
ARTICLE XLI	17-18
ARTICLE XLII	INSURANCE AND HOSPITALIZATION
ARTICLE XLIII	18-22
ARTICLE XLIV	RETIREMENT BENEFITS
ARTICLE XLV	22
ARTICLE XLVI	DISABILITY PENSION
ARTICLE XLVII	22-23
ARTICLE XLVIII	DIRECT DEPOSIT
ARTICLE XLIX	23
ARTICLE L	HOURS OF WORK
ARTICLE LI	23-25
ARTICLE LII	OVERTIME
ARTICLE LIII	25-27
ARTICLE LIV	WAGES
ARTICLE LV	27-29
ARTICLE LVI	LONGEVITY
ARTICLE LVII	29
ARTICLE LVIII	COMPENSATORY TIME
ARTICLE LIX	29
ARTICLE LX	GENERAL PROVISIONS
ARTICLE LXI	30
ARTICLE LXII	DURATION
ARTICLE LXIII	30
ARTICLE LXIV	SIGNATURE PAGE
ARTICLE LXV	30
APPENDIX A	HEALTH INSURANCE PLAN SUMMARIES
	31

PREAMBLE

This Agreement entered into by the Town of Thomaston, hereinafter referred to as the Town and the Thomaston Police Union Local #50, and Council #15, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges, working conditions or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

ARTICLE I **RECOGNITION**

Section 1. The Town recognizes the Union as the sole and exclusive bargaining agent for all regular part-time and full-time police officers excluding the Chief of Police and one (1) person occupying the rank immediately below the Chief.

ARTICLE II **DUES DEDUCTION**

Section 1. The Town agrees to deduct Union membership initiations fees, assessments, and once each week, dues from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union once each month.

Section 2. These deductions will be made on the same payday of each week as specified by the Town and agreed by the Union.

Section 3. In the event an employee receives no pay on the payday on which Union dues are deducted, no deduction shall be made for that week.

Section 4. When a member's dues are not deducted by reason of the conditions described in Section 3 of this Article or by reason of an extended absence from the Department, during which time the member is not paid and such member returns to active duty, it shall be the responsibility of the Town to reactivate the deductions of the member's dues.

Section 5. Neither any employee nor the Union shall have any claim against the Town for errors in processing of deductions unless a claim of error is made in writing to the Town within sixty (60) calendar days after the date such deductions were or should have been made. The obligation of the Town for funds actually

Section 3.5

Three (3) original signed copies of this Agreement shall be presented to the Council 4, AFSCME, AFL-CIO Staff Representative on the date of signing.

Section 3.6

The Employer agrees to furnish each employee in the bargaining unit with a copy of this Agreement within thirty (30) days after signing of this Agreement. New employees shall receive a copy of this Agreement at time of hire.

ARTICLE IV
SENIORITY

Section 4.0

Seniority is defined as the length of continuous uninterrupted service of the employee with the Town in a bargaining unit position covered by this Agreement from the last date of employment in the bargaining unit.

Section 4.1

The Employer shall prepare a list of employees showing their seniority, classification and rate of pay, and deliver the same to the Union on July 1st of each year.

Section 4.2

New employees shall serve a probationary period of one hundred eighty (180) work days and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement, except that probationary employees shall not have any rights to the Disciplinary and/or Grievance Procedure sections of this Agreement. Work days shall be defined as days the employee attends work. Upon completion of their probationary period, new employees shall be classified and their name(s) shall be added to the seniority list which shall reflect their last date of hire. Prior to completion of the probationary period, employees shall receive a written performance appraisal. The employee shall sign the appraisal. The Town may implement a performance evaluation program for all employees in its discretion only after the Town consults with and seeks input from the Union on such program.

Section 4.3

- A. In the event that a vacancy or new position to be filled, such vacancy or new position shall be filled within forty-five (45) days of the date that any such position has been vacated or from the date that the new position has been created. Notices of all vacancies and new positions must be posted for a period of five (5) working days on a bulletin board accessible to employees. Vacancies and new positions shall be filled by the employee having seniority and who is qualified to perform the job.

deducted under this Article terminates upon the delivery of the deductions so made of the Treasurer of the Union.

ARTICLE III

UNION SECURITY

Section 1. As a condition of employment, all full-time, part-time, and probationary employees shall become and remain members in good standing of the Union or pay an agency fee. All employees who are hired hereafter shall become and remain members in good standing of the Union or pay an agency fee as a condition of continued employment.

Section 2. The Union shall indemnify and hold the employer harmless for any employer action taken under this Article.

ARTICLE IV

MANAGEMENT RIGHTS

Except as specifically provided to the contrary, or modified by any provision of this Contract, the Town of Thomason will continue to have, whether exercise or not, all the rights, powers and authority heretofore existing, including but not limited to the following:

To determine the standards of services to be offered by the Police Department; to determine the standards of selection for employment; to direct its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or for other just cause; to issue rules and regulations; to maintain the efficiency of governmental operations; to determine the methods, means, and personnel by which the Town's Operations are to be conducted; to determine the methods, means, and personnel by which the Town's Operations are to be conducted; to determine the content of job classification; to exercise complete control and discretion over its organization and the techniques performing its work and fulfill all its work and fulfill at its legal responsibilities.

The above rights, responsibilities and prerogatives cannot be the subject of any grievance or arbitration proceedings except as specifically provided in this Agreement.

ARTICLE V

NO DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of political affiliation or union membership.

ARTICLE VI
NO STRIKE – NO LOCKOUT

Section 1. The Union agrees that it will not call or support any strike, work stoppage, work slow down against the Town. The Town agrees that it will not lockout any employee at any time.

ARTICLE VII
SENIORITY

Section 1. All appointments of sworn police officers shall be subject to a probationary period of one (1) year. A newly hired member, during his probationary period, may be summarily dismissed without hearing and said member/or Union shall not have any rights to grieve and/or Union to arbitrate said dismissal.

All appointments to a promotion shall be subject to a probationary period of six (6) months. Any member found to be unsatisfactory during his promotion probationary period shall be reinstated to his previous position without loss of seniority, rank, grade or pay of his previous position.

A member who satisfactorily completes his applicable probationary period shall become a permanent full-time member to the position so appointed.

Section 2. The seniority rights of all members of the department shall be based upon the total accumulated employment with the department beginning with the day the employee begins continuous full-time service.

There shall be seniority in rank and said seniority shall accrue from the first day of appointment to any given rank.

Section 3. A member's length of service shall not be reduced by time lost due to sick or injury leave or actual military service or temporary suspension.

Section 4. A member who resigns voluntarily or who is discharged for just cause or who takes a leave of absence without pay for the purpose of working in another occupation shall lose all seniority.

Section 5. An available shift that is to be filled by a part-time officer shall be offered in accordance with seniority among part-time officers.

ARTICLE VIII
PROMOTIONS AND SPECIAL ASSIGNMENTS

Section 1. All promotions and appointments shall be made by the Board of Police Commissioners.

If the Department is fully staffed, all promotions and appointments shall be made within eighteen (18) months of the vacancy, provided that a qualified candidate has applied for such position.

For purposes of Article VIII, Section 1, fully staffed shall be defined as: all three (3) shifts are covered without the need for overtime.

Exclusive of the appointment of probationary patrolman or patrolwoman, all promotions shall be awarded to the employee or employees who have the greatest qualifications and the highest seniority to be determined as follows:

Section 2. To be eligible for promotions to the rank of patrol sergeant all candidates must have five (5) years of full-time service at the Thomaston Police Department or have ten (10) years of law enforcement experience as a Connecticut certified police officer with three (3) years of consecutive full-time service at the Thomaston Police Department immediately preceding the promotion. Detective sergeant shall be appointed by the Chief of Police (refer to Article VIII Section 4) and must hold the rank of patrol sergeant for one (1) year before eligible for the detective sergeant position.

AWARDED ON THE BASES OF 100

- A. Ten (10) points for experience including seniority and longevity.
- B. Ten (10) points for work/disciplinary records.
- C. Forty (40) points based upon a written examination to be conducted by an accredited Promotional Testing Agency.
- D. Forty (40) points based upon an oral examination to be conducted by the Board of Police Commissioners and the Chief of Police.

The promotions to any vacant position shall be based on the three (3) highest ranking candidates on the list on the date that the vacancy is to be filled. The Board of Police Commissioners and Chief of Police have the right to choose one of the top three (3) candidates for the vacant position.

Section 3. Any vacant full-time officer positions shall, prior to being offered to persons outside the Thomaston Police Department, first be offered to part-time officers in order of seniority.

Section 4. Special Assignment

Special assignment shall also include any future units of squads that might be developed, which would include long-term assignment, of specialized training.

These assignments shall be posted. A supervisory panel shall interview all officers that sign up for these assignments. These assignments shall be chosen fairly, based on training, experience and skills. The following are some examples:

DARE/SRO	FTO
A.I.T.	CHILD RESTRAINT
TRAFFIC SQUAD	NARCOTICS (SWNTF)
ERT (SWAT)	POST INSTRUCTORS
YOUTH OFFICER	

Section 5. Special Duty

Special duty is any short-term assignment including investigations. Officers will be chosen based on training, experience, and skills in that particular field. These assignments will be filled fairly, and when advance notice is given these assignments will be posted. This does not include shift coverage, which is filled by seniority, or extra duty or work details and traffic assignments.

ARTICLE IX **SICK LEAVE**

Section 1. Each full-time member of the Department shall be entitled to paid sick leave for personal illness or injury (except for an injury covered under the Connecticut Workers' Compensation Act, as set forth under Article IX, Section 2).

Section 2. The use of sick leave shall neither be required nor used by bargaining unit members due to an injury sustained in the line of duty which is compensable under either the Workers' Compensation Act or actionable within the scope of Section 7-433c of the Connecticut General Statutes.

During the period of a disability compensable under the Workers' Compensation Act or under said Section 7-433c, any member of the Department shall receive full pay during any such period of disability that the member is out of work and receiving either: (a) temporary, total disability benefits; or (b) temporary, partial disability benefits (and the Town has no work within the employee's light duty restrictions). The Town will determine if it has work for the employee within the light duty restrictions set forth by the treating physician.

"Full pay" for purposes of this section shall mean forty (40) hours regular weekly pay, less applicable federal and state withholdings.

This provision will apply for up to two (2) years from the first date the Member is out of work due to a qualifying Workers' Compensation claim and is either temporary, totally disabled or temporary, partial disabled (and the Town has no work within the employee's light duty restrictions).

Upon expiration of the two (2) years period, the Thomaston Police Commission, at its discretion, may extend the period for an additional six (6) months, provided such member furnishes a note from the physician treating the member for the condition causing the member's absence from work stating the employee is unable to return to work provided, however, the Police Commission may, at the Town's expense, require the employee to undergo an examination performed by a physician selected by the Town to address the employee's ability to return to work.

Section 3. Paid sick leave shall be earned at the rate of one and one-quarter ($1\frac{1}{4}$) days per calendar month (pro-rated during partial calendar months) of service to a maximum of fifteen (15) days per contract year.

In order to accrue paid sick leave, a member must work or be on paid leave for at least one-half ($\frac{1}{2}$) of the eligible workdays for that calendar month; provided, however, upon notice of retirement by the employee, the employee, with prior written approval from the Town, in lieu of continuing to report for duty, may use accrued time (sick time, vacation time, personal time, holiday time or compensatory time) up to his/her date of retirement and shall not earn any additional sick days, vacation time, personal time, holiday time or compensatory time (if applicable) commencing on a date agreed upon between the Town and the employee.

Sick leave earned in any month of service shall be available at any time during any subsequent month.

- ? - Additional sick leave shall accrue at the rate of two (2) days per contract year to any member who has not taken any paid sick time off during the applicable contract year.
- ? - Sick leave earned during continuous service may accumulate to a maximum of one hundred fifty (150) days and carried over.
- ? - Members who have accrued more than one hundred fifty (150) days by July 1, 2005 shall not lose said accrued time; however, once the sick leave accrual amount of an individual decreases below one hundred fifty (150) days, the threshold for that member shall immediately be reduced to one hundred fifty (150) days. A paid sick day equals eight (8) hours. Paid sick leave shall be used at that rate.

Section 4. In the event of a serious health condition of a member's parent, spouse or child as defined by the Family and Medical Leave Act (FMLA), leave shall be provided in accordance with the FMLA. A member may use accrued sick time during his/her FMLA leave, which shall run concurrently with the FMLA leave.

Section 5. Upon expiration of a full-time member's accrued paid sick leave, the Thomaston Police Commission, in its discretion, may extend the above stated period of paid sick leave for not more than ninety (90) days, provided such member furnishes a physician's certification stating that he is unable to return to work because of serious illness or injury.

Section 6. If a member's serious illness or injury, as verified by a note from the physician treating the member for the condition causing the member's absence from work extends beyond the period covered by accrued sick leave and the member is ineligible for pension payments, such member shall be granted unpaid leave for up to eighteen (18) calendar months from the time the member first took leave.

During the term of such unpaid leave, the member must furnish updated reports from the physician treating the member for the condition causing the member's absence from work periodically as requested by the Chief of Police.

During such unpaid leave, the member will be responsible for his/her premium share contribution for any health and dental insurance coverage that the member continues to elect during his/her period of unpaid leave.

If the member is able to return to work before the expiration of his/her unpaid leave, he/she shall be reinstated without loss of rank, seniority, rights or privileges. No leave without pay shall be permitted for any purpose beyond eighteen (18) months. Part-time police officers do not receive any benefits; therefore, the terms set forth under this provision shall not apply to such employees.

Section 7. A note from the physician treating the member for the condition causing the member's absence from work may be required by the Chief of Police for any period of more than three (3) consecutive days.

The Chief of Police may also require a member to undergo a fitness for duty examination performed by a physician selected by the Town (at the Town's expense) at any time the Chief of Police determines that such an examination is necessary.

Section 8. Upon the death or pension retirement of a full-time member hired prior to July 1, 2005, the estate of, or such member, shall receive a sum of money equal to said members accrued sick time (not to exceed one hundred (100) accrued sick days) at the rate of pay per day of such member at the time of such death or retirement. Employees hired on or after July 1, 2005, shall receive a sum of money equal to forty-five percent (45%) of said member's accrued sick time (not to exceed one hundred (100) accrued sick days) at the rate of pay per day of such member at the time of such death or retirement.

Section 9. The Department shall maintain a record for each member of sick time in accordance with the provisions of Article IX, Section 3, and such record shall be reasonably available to inspection.

Section 10. If a member's illness/injury, not including workers' compensation claims, as verified by a note from the physician treating the member for the condition causing the member's absence from work, and the member has a light duty capacity, the Town may provide light duty for a period not to exceed (90) ninety calendar days, if such light duty is available within the employee's light duty restrictions. The Town will determine if it has work for the employee within the light duty restrictions set forth by the treating physician. Accordingly, the availability of light duty work shall be determined by the Town on a case-by-case basis.

The note from the physician treating the member for the condition causing the member's absence from work will specify the employee's work restrictions.

The Town may request a second opinion, at the Town's expense, of a physician of the Town's choice. Upon request from the Town, the employee shall provide the Town with updates on the medical work restrictions.

Upon the expiration of the ninety (90) calendar day period, the Thomaston Police Commission, at its' discretion, may extend for a period not to exceed (60) sixty days, provided such member furnishes a note from the physician treating the member for the condition causing the member's absence from work stating the employee is unable to work without restrictions, however, the Police Commission may, at the Town's expense, require the employee to undergo an examination performed by a physician selected from a list of acceptable doctors agreed to by the Town and the Union to address the employee's ability to return to work.

In the event an employee is unable to return to work, without restrictions, at the conclusion of the (90) ninety calendar day period the employee will be placed on sick leave with pay if the employee has accrued paid sick leave. If the employee has no accrued paid sick leave the employee will be placed on unpaid leave in accordance with Section 6.

Section 11. Within two (2) weeks following the end of each fiscal year, regular full time employees that have accumulated more than one hundred (100) days sick leave and used four (4) or less sick days may cash in up to five (5) days of sick leave per year, provided, the employee maintain one hundred (100) days of sick leave on the books (with the maximum number of accumulated days set forth in Article IX, Section 3).

ARTICLE X HOLIDAYS

Section 1. Each full-time member of the Department shall receive a total of fourteen (14) paid holidays per year, subject to the terms and conditions as follows:

- (a) If a member is assigned to work on any designated holiday, such member shall receive in addition to his regular pay an additional eight hours pay;

If a member is assigned to works on any designated holiday on a day, which he is regularly assigned to perform such work, such member shall receive pay at his overtime rate (time and one-half) for all hours worked on the holiday. If a member works on a designated holiday and such work is more than the member's scheduled weekly hours, then such member shall receive pay at double his regular hourly rate for all such hours. All banked holidays that have not been paid will be paid out within two (2) weeks after December 31st each year. There will be no carryover of "banked" holiday leave.

- (b) If a designated holiday occurs during a member's vacation period or while a member is absent on authorized sick or injury leave, no charge against vacation or sick leave shall be made for that day.

Section 2. The designated paid holidays shall be as follows:

New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and a Floating Holiday.

ARTICLE XI VACATIONS

Section 1. Each full-time member of the Department shall receive vacation periods in relation to periods of continuous service with the Department as listed below: The number of continuous years of service shall be determined as of the Department member's respective anniversary date with the Department with respect to the dates of actual vacation chosen by said member:

- (a) 1st year of employment - five (5) days to be taken during last six months of the 1st year;
- (b) 2nd year of employment - ten (10) days;

- (c) Years 3-6 - ten (10) days each year;
- (d) Years 7-14 - fifteen (15) days each year;
- (e) Years 15-19 - twenty (20) days each year;

A full time employee who has completed twenty (20) or more years of service shall receive twenty five (25) days of vacation with pay.

One day of vacation is equal to eight (8) hours. Vacation time shall be credited and taken on that basis.

Section 2. All vacation earned but not taken shall be paid in the event of the death of a member who was hired prior to ratification.

With respect to members hired after ratification, all vacation credited but not taken shall be paid in the event of the death of such member, provided vacation days credited during the member's last year of employment shall be prorated for purposes of such payment.

Section 3. All vacation earned but not taken shall be paid in the event a member who was hired prior to ratification resigns with two weeks' notice.

With respect to members hired after ratification, all vacation credited but not taken shall be paid in the event such member resigns with two weeks' notice, provided vacation days credited during the member's last year of employment shall be prorated for purposes of such payment.

Section 4. In the event a member is discharged or resigns without two (2) weeks notice, all vacation earned but not taken shall be forfeited.

Section 5. Vacation periods shall be selected in order of rank seniority. Such selections shall be submitted in writing no later than March 1st of each year of the Chief of Police. Not more than two (2) members shall be on vacation at any one time. Failure to timely submit such selections shall result in forfeiture of rights of selection.

The maximum number of hours an employee may carryover from a contract year to the subsequent contract year is one hundred sixty (160) hours (to an aggregate amount of one hundred sixty (160) hours). Hours credited on an employee's anniversary date shall not be included as part of the one hundred sixty (160) hours, however, such hours must be used during the contract year or the hours will be paid out in accordance with the provisions set forth herein.

Any vacation time over one hundred sixty (160) hours shall be paid to the eligible employee within two (2) weeks of July 1st annually.

In the event that any member has more than one hundred sixty (160) hours of unused vacation hours as of June 30, 2015, such employee shall be paid for up to an additional forty (40) hours annually beyond the one hundred sixty (160) set forth herein until all of the remaining pre-June 30, 2015 vacation hours have been paid to the member.

ARTICLE XII

PERSONAL LEAVE

Section 1. Each regular full-time member shall be entitled to four (4) personal leave days in each fiscal year for personal business. Not more than one (1) employee shall be allowed a personal day during any twenty four (24) hour period.

New employees will be provided a pro-rated amount of paid personal leave based upon the number of months worked during the calendar year in which they commenced employment. Unused accrued paid personal leave will not be carried over.

Request for a personal day shall be submitted at least twenty four (24) hours in advance of the shift affected by such absence, except in the case of emergency.

ARTICLE XIII

BEREAVEMENT LEAVE

Each full-time member shall be granted leave with pay in the event of death in his/her parent, spouse or child. Such leave shall start on the date of the death and continue until such time as the member has been absent for five (5) consecutive work-days. Each full-time member shall be granted leave with pay for up to three (3) consecutive days in the event of death of his/her sibling, grandparent, grandchild, mother-in-law, or father-in-law.

Each full-time member shall be granted leave with pay for up to one (1) day in the event of the death the members' brother-in-law, sister-in-law, uncle, aunt or first cousin. One (1) additional day of leave may be granted at the discretion of the Chief of Police in the event of the death of an individual not set forth herein.

ARTICLE XIV

EXTRA POLICE DUTY

Section 1. Extra Police Duty shall mean police duty paid by any source other than the Town of Thomaston Police Department.

Section 2. Effective upon the signing of this Agreement, except for extra duty performed on a holiday set forth under Article X, Section 2, the rate of pay for extra duty shall be at the sergeant's time and one-half (1½) rate of pay per hour, or part thereof, up to eight (8) hours and an additional fifteen dollars (\$15.00) per hour, or part thereof, after eight (8) hours, at the sergeant's time and one-half (1½) rate, however, where alcoholic beverages are served or consumed the rate of pay per hour, up to eight (8) hours, shall be an additional nine dollars (\$9.00) per hour.

The rate of pay for extra duty performed on a holiday set forth under Article X, Section 2 shall be paid at the sergeant's double time rate of pay per hour, or part thereof, up to eight (8) hours and an additional fifteen dollars (\$15.00) per hour, or part thereof, after eight (8) hours, at the sergeant's double time rate of pay, however, where alcoholic beverages are served or consumed the rate of pay per hour, up to eight (8) hours, shall be an additional nine dollars (\$9.00) per hour.

Members shall be paid for a minimum of four (4) hours at the applicable rates set forth above.

Section 3. All extra duty assignments shall be offered to the permanent full-time members of the Thomaston Police Department within the Union bargaining unit before being offered to part-time police officers.

Section 4. A minimum of twenty-four (24) hours notice shall be required for cancellation of an assignment by the vendor, except for cause due to sudden inclement weather. A four (4) hour minimum payment shall be paid to the employee, by the vendor, in the event said proper notice is not give the employee.

Section 5. An extra police duty list shall be established by the Town based on seniority (most senior to least senior). The list shall be a rotating list based on extra police duty offered by the Town. Once an officer is offered an assignment, the list will move to the next officer on the list and shall continue until the rotation is complete; once the rotation is complete, the list shall return to the most senior officer.

Part-time officers shall be offered extra duty assignments once all full-time officers have been offered the assignment.

Constables may be used by the Town, at its' discretion, once the full-time/part-time list has been exhausted.

ARTICLE XV
UNION BUSINESS LEAVE

Section 1. Two (2) members of the Union negotiating committee shall be granted leave from duty with pay for all meetings between the Town and the Union for the purpose of negotiating the terms of Agreement.

Section 2. Two (2) members of the Union grievance committee and/or one (1) member of the Union grievance committee and the grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3. The Union shall have the use of (5) Five Union Leave days annually to be used for training and attending union business meetings and conventions.

ARTICLE XVI
UNIFORMS AND EQUIPMENT

Section 1. The Town of Thomaston, at its sole expense, shall furnish each full-time employee, at the time of his/her employment, uniforms and equipment.

Section 2. The Town of Thomaston shall reimburse any member of the Department for loss or damage to clothing or personal property suffered in the performance of duty with a limit of three-hundred dollars (\$300.00) per item.

Section 3. Each full-time member of the Department shall receive a laundry expense, payable weekly, in the amount of ten dollars (\$10.00) per week.

Section 4. If the Town of Thomaston elects to make any changes in the uniform or equipment, such changes shall be at the sole expense of the Town.

Section 5. Each full-time member of the Department shall receive an annual clothing allowance of eight hundred dollars (\$800.00). Each part-time member shall receive an annual clothing allowance of four hundred dollars (\$400.00).

ARTICLE XVII
ADVANCED EDUCATION

Section 1. Upon a full-time member's receipt of an Associates Degree in the criminal justice field, said member shall be reimbursed six hundred dollars (\$600.00) annually.

Upon a full-time member's receipt of a Bachelors Degree in the criminal justice field, said member shall be reimbursed twelve hundred dollars (\$1200.00) annually.

Upon a full-time member's receipt of an Associates Degree there shall be no compensation for criminal justice courses taken while working towards their Bachelors Degree.

Full-time members having credits prior to date of hire shall be compensated for such credits as specified in this section.

Section 2. The Town agrees to reimburse any member who uses his or her personal vehicle to drive to or from the location of a school designated by the Chief of Police for police education courses, said compensation to be paid at the current IRS rate. Prior to using a personal vehicle for Town business, the employee is required to use a Town vehicle, if one is available for use (and the employee has received authorization from the Chief of Police). If no Town vehicle is available, employees may use their own vehicle.

ARTICLE XVIII IN-SERVICE TRAINING

Section 1. Each full-time member of the department shall attend State-mandated training sessions for recertification, or other in-service departmental training during the member's scheduled work shift, or on an overtime basis.

Section 2. All in-service training opportunities shall be posted in advance, provided, however, that the Chief shall retain the right to select those person(s) who ultimately receive particular training assignments.

ARTICLE XIX GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle matters of dispute at as low an administrative level as possible in order to maintain positive efficiency, attitude and morale.

Section 2. For the purpose of this Agreement, a grievable matter shall be defined to mean a dispute between a member of the Department and/or the Thomaston Police Union with the Town of Thomaston specifically including the following:

- (a) discharge, suspension, reduction in rank or other disciplinary action;
- (b) charge of unreasonable favoritism;

- (c) interpretation and application of Department rules and regulations;
- (d) interpretation and application of the provisions.

Section 3. Any member of the Department and/or the Union may use the grievance procedure with or without Union assistance:

STEP ONE: Any employee, or the Union, shall submit the grievance, in writing, to the Chief of Police within ten (10) working days after the occurrence giving rise to the grievance. The Chief of Police shall submit a written decision to the aggrieved party, or his or her legal representative, if represented, within ten (10) working days after receipt of the written grievance.

STEP TWO: If the answer of the Chief of Police is unsatisfactory to the Department member, and/or the Union, the grievance may be submitted within five (5) working days after receipt of the Chief of Police's written answer to the First Selectman.

The First Selectman, and/or his labor consultant, shall either schedule a meeting with the aggrieved employee, and/or the Union, and give a written response within five (5) working days of said meeting, and/or give a written response to the aggrieved employee, and/or the Union, within ten (10) working days of receipt of the written grievance.

STEP THREE: If the written answer of the First Selectman is unsatisfactory to the aggrieved employee, and/or the Union, the Union may submit the grievance to the State Board of Mediation and Arbitration within ten (10) working days of receipt of the written answer from the First Selectman. Either the Union or the Town shall have the option to transfer a grievance submitted by the Union to arbitration to the American Arbitration Association provided the party electing such option pays all American Arbitration Association costs associated with the transfer.

Section 4. The Award of the Arbitrator or Panel shall be final and binding as provided by law. The arbitrator or Panel shall be bound by and shall comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way amend, modify, or alter the provisions of this Agreement. The fees and expense of the arbitration, witnesses, and said Board, shall be borne by the party incurring them.

Section 5. The time limits specified herein shall be strictly construed, provided, however, any time limits specified herein, other than the initial filing of a grievance (which must be filed within ten (10) working days after the occurrence giving rise to the grievance), may be mutually extended by mutual Agreement of the Union and the party, at the step at which it is submitted. If no extension of

the time limits is granted, by mutual written Agreement, and the grievance is not submitted within the time limits required to the next step, by the aggrieved and/or the Union, it shall be deemed settled on the basis of the Town's response in the last step considered. Working days shall be defined as Monday through Friday (excluding holidays, as set forth under Article X, Section 2).

Section 6. All parties to any grievances shall have the right and choice of representation.

ARTICLE XX

DISCIPLINE AND DISCHARGE

Section 1. Any complaint and/or charges, against a member of the Department, by any member of the Department, and/or civilian, shall be investigated by the Chief of Police. All copies of written complaints shall be given to the employee, and or/his or her representative, within ten (10) days of receipt by the Chief of Police. Whenever possible, complaints shall be in writing, signed by the party, and notarized.

Section 2. After completion of the investigation, by the Chief of Police, of said written complaint, by no later than thirty (30) days from its receipt by the Chief of Police, the Chief shall:

1. Dismiss the complaint, in writing, or;
2. Take specific disciplinary action; or;
3. Recommend the Board of Police Commissioners hold a hearing on the complaint within fifteen (15) days of receipt of the recommendation, by the Board of Police Commissioners from the Chief of Police.

A copy of all statements and list of witnesses shall be give the employee and/or his legal representative at the same time the Chief's recommendation is forwarded to the Board of Police Commissioners.

Any delay in submission of the statements, and/or list of witnesses, to the employee and/or his or her legal representative, shall entitle the Union to an extension of the date and time the hearing shall be held, at the discretion of the Union.

All disciplinary action shall be for just cause proven and all witnesses before the Police Commission shall be sworn. In the event the alleged misconduct is also the subject of pending criminal charges, any disciplinary action shall be for just cause proven beyond a reasonable doubt.

Section 3. Within fifteen (15) calendar days of the conclusion of said hearing, the Board of Police Commissioners shall submit a written decision to the employee and/or his or her legal representative.

Section 4. Any disciplinary action, including, but not limited to discharge, suspension, demotion, or reduction in grade or rank, shall be subject to Article XIX, Grievance Procedure, to be submitted at the next step above which the discipline was applied.

Section 5. Any department member who has been exonerated, shall be reinstated without prejudice, loss of seniority, or loss of pay or benefits.

Section 6. Serious Departmental or Criminal Charges:

Any Department member who has been arrested for a felony, or who has been charged with a serious departmental charge, may be relieved of duty without pay prior to a departmental hearing, which shall be called and conducted within (10) days of the date such Department member has been relieved of duty, however, any time extensions requested by either party or their legal representatives shall not be unreasonably denied.

**ARTICLE XXI
INSURANCE AND HOSPITALIZATION**

Section 1.

POS Plan

Through June 30, 2015, eligible employees shall have optional healthcare plan coverage of a POS plan as set forth in Appendix A, attached hereto, or substantially equivalent coverage on a plan-wide basis or the High Deductible Plan ("HDHP") set forth below.

The POS plan offers a managed 3-tier 2x mail-order drug rider with copays in the amount of \$10/\$20/\$30 for generic/preferred brand/non-preferred brand with unlimited maximum. Dosage amounts are 30-day retail, 90-day mail order.

High Deductible Health Plan

Effective July 1, 2014 through June 30, 2015, the Town of Thomaston will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis with open enrollment to be available in May. The HDHP shall have a \$2,000 single and \$4,000 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible.

Out of network medical services will be subject to an 80% plan / 20% member coinsurance to a maximum of \$2,000 for the individual and \$4,000 for the family. The combined in-and-out-of-network out-of-pocket maximum for these services is \$4,000 for the individual and \$8,000 for the family. Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

In year 1 of the contract (July 1, 2014 through June 30, 2015), The Town agrees to contribute one hundred percent (100%) of the HDHP deductible.

HDHP Option 1 ¶ 8

Effective July 1, 2015, the Town of Thomaston will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis with open enrollment to be available in May. The HDHP shall have a \$2,000 single and \$4,000 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10 Generic/ \$20 Brand Name/ \$35 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of network medical services will be subject to an 80% plan / 20% member coinsurance to a maximum of \$2,000 for the individual and \$4,000 for the family. The combined in-and-out-of-network out-of-pocket maximum for these services is \$4,000 for the individual and \$8,000 for the family. Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

In year 2 of the contract (July 1, 2015 through June 30, 2016), the Town agrees to contribute sixty-five percent (65%) of the HDHP Option 1 deductible.

In year 3 of the contract (July 1, 2016 through June 30, 2017), the Town agrees to contribute fifty-five percent (55%) of the HDHP Option 1 deductible.

HDHP Option 2 ¶ 15

Effective July 1, 2015, the Town of Thomaston will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis with open enrollment to be available in May. The program shall be offered on a contract year basis with open enrollment to be available in May. The HDHP shall have a \$2,000 single and \$4,000 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible.

Out of network medical services will be subject to an 80% plan / 20% member coinsurance to a maximum of \$2,000 for the individual and \$4,000 for the family. The combined in-and-out-of-network out-of-pocket maximum for these services is \$4,000 for the individual and \$8,000 for the family. Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

In year 2 of the contract (July 1, 2015 through June 30, 2016), the Town agrees to contribute fifty-five and percent (55%) of the HDHP Option 2 deductible.

In year 3 of the contract (July 1, 2016 through June 30, 2017), the Town agrees to contribute forty-five and percent (45%) of the HDHP Option 2 deductible.

HDHP Options 1 and 2

The Town's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or around July 1st of each contract year. In the event that an employee separates from employment from the Town on or after July 1st of any contract year, the employee shall be required to reimburse the Town a prorated amount of the money contributed by the Town for the employee's deductible for such contract year.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A Health Savings Account (HSA) is not health insurance, it is a bank account. The parties acknowledge that the Town's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

Premium Share Contributions

POS Plan

Effective July 1, 2014 through June 30, 2015, the Town will pay eighty-five percent (85%) toward the cost of the premium for the POS Plan with the employee responsible for paying fifteen percent (15%) of the annual premium.

High Deductible Health Plan

Effective July 1, 2014 through June 30, 2015, the Town will pay seventy-nine percent (79%) toward the cost of the premium for the HDHP Plan with the employee responsible for paying twenty one percent (21%) of the annual premium.

HDHP OPTIONS 1 and 2:

Effective July 1, 2015 through June 30, 2016, employees shall pay ten percent (10%) of the annual premium for HDHP Option 1 or Option 2.

Effective July 1, 2016 through June 30, 2017, employees shall pay ten percent (10%) of the annual premium for the HDHP Option 1 or Option 2.

Employees who commence work during a contract year shall receive a prorated contribution toward the deductible for such contract year measured from the employee's date of hire through June 30th of the contract year.

Section 2. Each Department full-time member shall be provided with a life insurance policy, with the full cost for such coverage to be paid by the Town.

Optional coverage is as follows:

Option A. \$50,000.00 coverage employee

Option B. \$25,000.00 coverage employee and member's family (spouse and children) in the amount of \$15,000.00.

Section 3. The Delta Dental Plan will be provided to all members. The dental plan shall provide for an annual benefit of one thousand five hundred dollars (\$1,500.00) for orthodontia.

Premium share contributions with respect to the dental plan shall be in accordance with the following:

July 1, 2014 - June 30, 2015 (not retroactive – effective upon signing): employees enrolled in the HDHP 21%; POS 15%.

July 1, 2015 - June 30, 2016: 16%

July 1, 2016 - June 30, 2017: 17%

Section 5. Any full time employee may elect to waive health insurance coverage and in lieu thereof, to receive a payment of:

- | | | |
|----|---------------------|------------|
| 1. | Individual Coverage | \$3,000.00 |
| 2. | Husband & Wife | \$5,000.00 |
| 3. | Family Coverage | \$7,000.00 |

Said payment shall be made at the end of the fiscal year and may be prorated if said employee elects coverage at any time during the year. Where there is a change in an employee's status such as, but not limited to, change in the

spouse's employment or changes in the spouse's benefit program, the waiver may, by written notice to the Town of Thomaston, be revoked. Upon receipt of revocation of the waiver, coverage shall be subject to any regulations or policy restrictions, including waiting periods which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the employee and the Town so as to insurance that the pro-rated basis above was accurate.

If a member elects to waive health insurance but enroll in the dental plan, the member will receive the waiver payments listed above, but will be required to pay the applicable premium cost share in effect for the, non-HDHP Plan for the dental coverage.

ARTICLE XXII

RETIREMENT BENEFITS

Section 1. The Town of Thomaston shall provide a defined benefit retirement plan for each full-time member of the Department hired by the Town in a bargaining unit position before November 1 2011. Beginning July 1, 2010, each full-time member shall contribute eight percent (8%) of their base pay, excluding extra police duty into the retirement plan, however should the Town pass an ordinance, in which both the Town and the Union must agree upon, which mandates Thomaston Police Department for Special Duty contract work, such pay shall not be considered pensionable income. Said retirement plan, as modified, is incorporated into and is a part of this contract for the benefit of each full-time member of the Department.

Bargaining unit employees hired on and after November 1, 2011 shall not be eligible for the Town's defined benefit plan. Such employees shall be eligible for a 457(b) plan offered by the Town.

ARTICLE XXIII

DISABILITY PENSION

Any employee who is injured or disabled in the performance of his duties, and who has reached the point of maximum recovery but unable to perform his assigned duties, shall be assigned to whatever police department work he is able to perform and his salary for said new assignment shall be no less than that which he would be receiving if he had continued to perform is regularly assigned duties. If no such employment is available, he shall be retired on service connected disability at a pension of fifty percent (50%) of his salary at the time of his retirement. This clause to remain until such time as a pension plan is adopted which contains a service connected disability provision, or until such time as any disabled employee pursuant to this provision attains the age of sixty-five (65) years and becomes eligible for Social Security benefits at which time the

pension provided herein shall be reduced to twenty-five percent (25%) of his salary at the time of his retirement

ARTICLE XXIV **DIRECT DEPOSIT**

Effective within thirty (30) days of the parties' agreement (via negotiations, mediation or arbitration) on the collective bargaining agreement commencing on July 1, 2014, all bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

ARTICLE XXV **HOURS OF WORK**

Section 1. The work schedule shall be six (6) consecutive days of eight and one-half (8½) consecutive hours, followed by three (3) consecutive days off, and then cycle repeated.

Section 2. Work schedules shall be posted one (1) per month prior to each shift change and shall be subject to change only due to an emergency situation.

Section 3. (a) Shift hours, for the schedule effective on the date of signing, upon the approval by the Police Commission, the permanent shift schedule shall be as follows:

6:30 a.m. - 3:00 p.m.	First Shift "A"
2:30 p.m. - 11:00 p.m.	Second Shift "B"
10:30 p.m. - 7:00 a.m.	Third Shift "C"

(b) Seniority bid for shifts, at four (4) month increments, subject to change between agreeing parties. Shift bids January to April, May to August, September to December.

(c) There may be a 4th "D" Shift working 6:30 p.m. to 3:00 a.m. during the months of May through August. In the event a sergeant's regular schedule day off falls on a Saturday and/or Sunday, a Part-time officer shall be offered the opportunity to work the "D" Shift on such day, provided however, that the Town may elect to hire a full-officers under Article 27, Section 1(a) to work such "D" Shift.

Section 4: No less than two (2) full-time police officers (sergeant or patrolmen) shall be scheduled and present for duty at all times during each shift.

When a full-time member has a day off, (i.e. holiday, vacation, personal day, special assignment), a part-time officer can fill four (4) hours of such vacancy or eight (8) hours of such vacancy only after first refusal of overtime by full-time members, see Article XXVI, section 4. In the event a full-time member fails to report for duty due to sick leave or injury a part-time member can fill such vacancy only after first refusal of overtime from Full-time member, see Article XXVI, Section 4.

When a part-time officer member is filling a vacancy there must be at least one full-time member working on same shift.

Section 5. Should the second in command position (non-bargaining) become vacant, in the event that the Town decides to fill the position, the Town shall promote from the sergeant's rank to this position, if there are qualified candidates within the unit. There shall be two (2) patrol sergeants and one (1) detective sergeant.

Section 6. On Call Status for Supervisors in Union

All on call supervisors that are in the Thomaston Police Union, Local 50 will be paid a stipend if they are called out. Supervisors on call will receive a Thomaston Police Cruiser (unmarked, if available) for period of seven (7) days while on call. The supervisor has the right to full use of said vehicle while on and off duty. In addition, for being on call, during the July 1, 2014 – June 30, 2015 contract year, the on call supervisor will be compensated one hundred twenty dollars (\$120.00); during the July 1, 2015 – June 30, 2016 contract year, the on call supervisor will be compensated one hundred thirty dollars (\$130.00); during the July 1, 2016 – June 30, 2017 contract year, the on call supervisor will be compensated one hundred forty dollars (\$140.00). A supervisor will be on call, for seven (7) consecutive days – nights. The cycle will rotate between the supervisors, all coverage issues will be handled by the supervisors.

Section 7. Sergeants

It is the parties' expectation and intent that two (2) full-time members of the Thomaston Police Union Local #50 shall be promoted to the rank of patrol sergeant. These patrol sergeants will be assigned to the Patrol Division B - shift and C - shift. Patrol sergeant's hours of work shall be a continuous schedule of six (6) consecutive days on and three (3) consecutive days off, See Article XXV, for hours of work.

The detective sergeant shall be a permanent assignment within the Thomaston Police Department and said sergeant cannot be removed from the position without just cause. Except as set forth below, the detective sergeant's hours of work shall be a continuous schedule of five (5) consecutive days on and two (2) consecutive days off. The days of work shall be Monday through Friday. The hours of work shall be 09:00 hours to 17:00 hours.

In the event that a significant loss of manpower impacts public safety, the following procedure shall be followed:

If a Special Assignment Officer is being utilized by the Town, the Special Assignment Officer will be used to work a patrol shift (or shifts) to meet the minimum manpower requirements of the Department.

If the Special Assignment Officer is either unavailable or assigned to other duties that the Chief deems warrant the use of the Special Assignment Officer, upon mutual agreement between the Chief and the detective sergeant, the detective sergeant will work a patrol shift (or shifts) to meet the minimum manpower requirements of the department.

ARTICLE XXVI **OVERTIME**

Section 1. (a) Full-time members who work more than their scheduled weekly hours shall be paid at the rate of one and one-half times said members' regularly hourly rate.

(b) Part-time members who work more than eight and one half (8½) consecutive hours shall be paid at the rate of one and one-half (1½) times said members' regular hourly rate for such time.

Section 2. Department members ordered to return to duty to perform overtime work as defined above, shall receive not less than two (2) hours' pay.

Section 3. When a full-time member is required to work an unscheduled shift, or the major portion thereof, he shall be paid at the rate of one and one-half times his regular hourly rate.

Section 4.

A. In all overtime assignments of schedule shifts within the police department, regular full-time members of the department shall be given first refusal to work at least four (4) hours of such overtime assignment.

B. With respect to any absence caused by an employee out on sick leave for greater than thirty (30) or more consecutive days, there shall be no right of first refusal. Under such circumstances, if a Special Assignment Officer is being utilized by the Town, the Special Assignment Officer will be used. If the Special Assignment Officer is either unavailable or assigned to other duties that the Chief deems warrant the use of the Special Assignment Officer, full-time members shall be given first refusal in accordance with Section 4. A. above.

Section 5. For purposes of this Article an officer's regular hourly rate shall be computed by dividing 2080 into the officer's annual base salary.

Section 6. In those situations where the Town needs to replace an officer who has failed to report for a Regular Shift for any reason and the Town has been unable to fill such vacancy through an offer of voluntary overtime, the following will apply:

- (a) The vacancy will be filled by mandatory (e.g. ordered to work) overtime on the basis of inverse department seniority provided, however, that no officer on scheduled time off shall be required to return to work to fill such vacancy, unless: (i) such vacancy is on a shift which immediately follows the last shift of the officer's work week, or (ii) such vacancy is on a shift which is immediately prior to the officer's first shift of the work week.
- (b) The junior officer on the shift preceding the vacancy shall be ordered to stay over and the Junior Officer on the shift following the vacancy shall be ordered to come in early.
- (c) If the junior officer on the shift preceding the vacancy has just completed overtime, or has previously scheduled overtime at the end of the officer's regular shift, said order to work would revert to the next junior officer on said shift.

Section 7.

Patrol Sergeant Vacancy

In the event of a patrol sergeant vacancy on a shift occurs, (included but not limited to sick leave, holiday, vacation, etc.), members holding the rank of sergeant will be given first refusal of overtime to fill such vacancy before being offered to patrolmen, if the shift is required to be filled with overtime. Overtime will be offered according to this agreement, Article VII, section 2, Seniority.

The assignment shall be filled by use of a rotating list of sergeants based on seniority (most senior to least senior). Once a sergeant is offered an assignment, the list will move to the next sergeant on the list and shall continue until the rotation is complete; once the rotation is complete, the list shall return to the most senior sergeant.

If the Town is unable to fill the vacancy with a patrol sergeant, and the shift is required to be filled, the shift will be offered to patrol officers by use of a rotating list of patrol officers based on seniority (most senior to least senior). Once a patrol officer is offered an assignment, the list will move to the next patrol officer on the list and shall continue until the rotation is complete; once the rotation is complete, the list shall return to the most senior patrol officer.

Patrol Officer Vacancy

In the event of a patrol officer vacancy on a shift occurs, (included but not limited to sick leave, holiday, vacation, etc.), members holding the rank of patrolmen will be given first refusal of overtime to fill such vacancy before being offered to sergeants, if the shift requires to be filled with overtime. Overtime will be offered according to this agreement, Article VII, Seniority. The use of the lists set forth above shall be used for purposes of filling such vacancy.

In the event a patrol sergeant does not report for duty on A - shift because of a holiday or personal day only, the detective sergeant can fill the second four (4) hours of the vacancy, 11:00 hours to 15:00 hours on A shift Monday through Friday only. See section 4 of this article for filling first four hours of vacancy.

**ARTICLE XXVII
WAGES****Section 1.**

Effective July 1, 2014, a general wage increase of two and one-quarter percent (2.25%) shall be implemented (retroactively).

Effective July 1, 2015, a general wage increase of two and one-half percent (2.5%) shall be implemented.

Effective July 1, 2016, a general wage increase of two and three-quarter percent (2.75%) shall be implemented.

The detective sergeant shall receive twenty five cents (\$.25) per hour stipend over the sergeant's pay.

Shift premiums shall be paid for work performed during the following hours as follows:

- B. 1430 HOURS TO 2300 HOURS SHIFT - \$.15 PER HOUR
- C. 2230 HOURS TO 0700 HOURS SHIFT - \$.30 PER HOUR

Said shift differential shall apply to part-time officers.

Part-time officers shall be paid extra duty pay in accordance with Article XIV, Section 2.

Officers performing Field Training Officer (F.T.O.) duties, shall receive one dollar (\$1.00) more per hour.

<u>Police Officer</u>	<u>Annual</u>	<u>Hourly</u>
------------------------------	----------------------	----------------------

July 1, 2014

Date of hire, but less than two (2) yrs. of service	\$47,412.92	\$22.80
Two (2) years, but less than three (3) yrs. of service	\$52,240.75	\$25.12
Three (3) years, but less than five (5) yrs. of service	\$54,580.23	\$26.24
Five (5) years of service and over	\$59,344.26	\$28.53

July 1, 2015

Date of hire, but less than two (2) yrs. of service	\$48,598.24	\$23.36
Two (2) years, but less than three (3) yrs. of service	\$53,546.77	\$25.74
Three (3) years, but less than five (5) yrs. of service	\$55,944.74	\$26.90
Five (5) years of service and over	\$60,827.87	\$29.24

July 1, 2016

Date of hire, but less than two (2) yrs. of service	\$49,934.69	\$24.01
Two (2) years, but less than three (3) yrs. of service	\$55,019.31	\$26.45
Three (3) years, but less than five (5) yrs. of service	\$57,483.22	\$27.64
Five (5) years of service and over	\$62,500.64	\$30.05

<u>Sergeant</u>	<u>Annual</u>	<u>Hourly</u>
------------------------	----------------------	----------------------

July 1, 2014	\$64,725.07	\$31.12
July 1, 2015	\$66,343.20	\$31.90
July 1, 2016	\$68,167.64	\$32.77

<u>Detective Sergeant</u>	<u>Annual</u>	<u>Hourly</u>
----------------------------------	----------------------	----------------------

July 1, 2014	\$65,256.77	\$31.37
July 1, 2015	\$66,888.19	\$32.16
July 1, 2016	\$68,727.62	\$33.04

Section 2. Part-time members shall receive an hourly rate as follows:

Hourly

July 1, 2014	\$22.80	(Grade D)
July 1, 2015	\$23.37	(Grade D)
July 1, 2016	\$24.01	(Grade D)

Section 3. The most senior officer on a shift, when neither the Chief, Second-in-Command, and/or a sergeant is on duty, shall be the Officer In Charge (OIC) and paid an additional fifty cents (\$.50) per hour for each such hour. Said

monies shall be paid with the weekly paycheck. The OIC will provide assistance and direction to subordinates as required; the OIC will notify a supervisor in the event of serious crimes, A, B, C, felonies, motor vehicle fatalities, untimely death, natural or accidental disasters; the OIC will assume command and direction of police personnel at the named incidents, until being relieved by a supervisor, the OIC will supervise efforts to fill vacant shifts reported during their respective tour of duty prior to being relieved of duty; if all efforts fail to fill the vacant shift the OIC will notify a supervisor.

Section 4. For purposes of this Article, the weekly pay shall be computed by dividing the annual base salary of the officer by fifty-two (52).

ARTICLE XXVIII LONGEVITY

Section 1. In each fiscal year, the following longevity payments shall be paid to full-time members in one lump sum, the payments to be made in the last pay period of each June.

5 Years completed	\$400.00
10 Years completed	\$825.00
15 Years completed	\$1,250.00
20 Years completed	\$1,650.00
25 Years completed	\$2,075.00

Section 2. In the event of layoff(s), layoff(s) shall be by inverse order of Seniority. Said laid-off employee(s) shall have one (1) year recall rights. In the event, of two (2) or more layoffs, recall shall be on the basis of departmental seniority.

ARTICLE XXIX COMPENSATORY TIME

Compensatory time shall be provided in accordance with the following:

Members may bank a maximum of fifty (50) hours of compensatory time in each contract year (paid out within two (2) weeks of the end of each contract year).

Member shall have no more than fifty (50) hours of compensatory time at any time, provided, however, any current member with greater than fifty (50) hours at the time of ratification of this Agreement may not accumulate any additional hours until the number of compensatory hours equals fifty (50) hours or less.

**ARTICLE XXX
GENERAL PROVISIONS**

The parties agree that the Articles and Sections of this Agreement constitute the full and complete Agreement between them. This Agreement may be altered or modified only by mutual written agreement by the parties hereto.

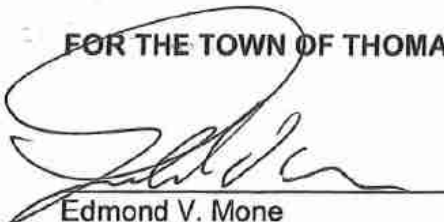
**ARTICLE XXXI
DURATION**

This Labor Agreement shall be for the duration commencing July 1, 2014 and ending June 30, 2017.

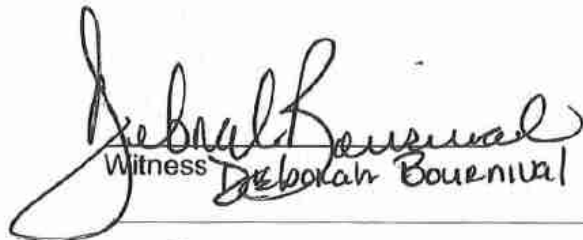
SIGNATURE PAGE

IN WITNESS WHEREOF, each of the parties hereunto has caused these presents to be executed by its proper officer, hereunto duly authorizes this 12 day of November, 2014.

FOR THE TOWN OF THOMASTON

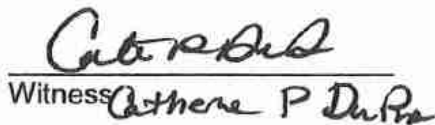


Edmond V. Mone
First Selectman



Witness

Deborah Bouenival



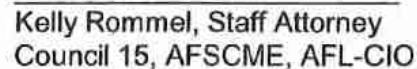
Witness

Catherine P. DuBois

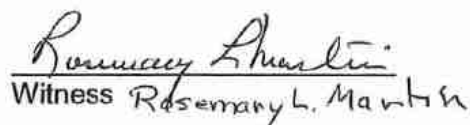
**FOR THOMASTON POLICE
UNION LOCAL 50, COUNCIL 15
AFSCME, AFL-CIO**



Stephen R. Cahill, President
Thomaston Police Union Local
#50, AFSCME, Council #15, AFL-
CIO



Kelly Rommel, Staff Attorney
Council 15, AFSCME, AFL-CIO



Witness

Rosemary L. Martin