

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**The Borough of Naugatuck**

**and**

**Naugatuck Police Union**

**July 1, 2018 - June 30, 2022**

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## **PREAMBLE**

This Agreement is entered into by and between the Borough of Naugatuck, hereinafter referred to as the "Borough," and the Naugatuck Police Union, hereinafter referred to as the "Union."

## **ARTICLE I - RECOGNITION AND UNIT DESCRIPTION**

**Section 1.01.** The Borough recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment of all regular, full-time uniformed and investigatory employees classified as police officers up to and including the rank of captain and excluding the second in command of the police department.

## **ARTICLE II - UNION SECURITY**

**Section 2.01.** The Borough agrees to deduct from the pay of all employees covered herein, who authorize such deduction from their wages, such dues, and initiation fees as may be fixed by the Union and allowed by statute. The Borough will remit to the Union amounts collected once each month, together with a list of employees from whose wages these sums have been deducted, and the amounts deducted.

**Section 2.02.** The Union agrees that it will save the Borough harmless from any claims or damages by reason of carrying out the provisions of this Article concerning the assignment of wages for such dues as hereinbefore mentioned.

**Section 2.03.** The Borough shall remit the deductions made each month together with a list of the employees from whom such deductions have been made and the amounts deducted to the Treasurer of the Naugatuck Police Union.

## **ARTICLE III - NON-DISCRIMINATION**

**Section 3.01.** The Borough and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership in the Union, race, religion, creed, color, national origin, sex, age, or political affiliation. An alleged violation of this Article shall not be subject to the grievance and arbitration process set forth in Article XXV.

## **ARTICLE IV - EMPLOYEE RIGHTS AND REPRESENTATION**

**Section 4.01.** Each employee has and shall be protected in the exercise of the right, without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise and including the right to present Union views and positions to the public, to officials of the Borough and the department, to members of the Borough Board of Mayor and Burgesses and to members of the state legislature or to any other appropriate authority or official.

**Section 4.02.** Without limiting the foregoing, the Borough agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement or the law. Further, both parties agree to abide by the provisions of Section 7-468 through Section 7-470 of the Connecticut General Statutes Revision of 1958, as the same may from time to time be amended.

## **ARTICLE V - UNION BUSINESS LEAVE**

**Section 5.01.** The Union bargaining committee shall consist of no more than six (6) members with not more than two (2) members from the same shift. Two (2) members of the Union bargaining committee shall be granted leave of absence without loss of pay or benefits for any bargaining sessions between the Borough and the Union held when those two (2) members are scheduled to be on duty.

**Section 5.02.** Pay, for the purposes of this Article, shall not include pay from nonprofit organizations, work for the school department, contract jobs or any other jobs where the Borough is to be reimbursed for such pay.

**Section 5.03.** No more than two (2) Union representatives shall be permitted to discuss official Union business with the Chief of Police and/or his designee during working hours. If the Chief or his designee has any additional management personnel present, the Union shall be entitled to at least one (1) additional Union member or official to be present. Union officers and representatives shall be permitted to discuss their official Union business with employees prior to on-duty role call and/or following off-duty role call.

**Section 5.04.** No more than one (1) Union officer shall be granted time off if a request is made, without loss of pay, to attend meetings of the Borough officials, the state legislature, or other public officials, including labor board hearings and arbitration hearings when matters affecting the bargaining unit are under consideration.

The Union President or his/her designee shall be granted time off, which shall not be denied, without loss of pay, for the following instances: meetings with Borough officials, formal or informal mediations and/or labor board hearings scheduled between the parties, and police commission meetings, when matters directly affecting the bargaining unit are under consideration.

**Section 5.05.** Union officials (no more than two (2) from the same shift) designated by the Union shall be granted leave from duty with pay for Union business, such as attending seminars, labor conventions, provided such leave will not exceed a total of twelve (12) days in any fiscal year.

## **ARTICLE VI - MANAGEMENT RIGHTS CLAUSE**

**Section 6.01.** Except as otherwise limited by an express provision of this Agreement, the Borough reserves and retains, all the lawful and customary rights, powers and prerogatives of management. Such rights include, but are not limited to, the right to determine staffing levels; to appoint, assign and direct personnel; to establish new positions; to negotiate rules and regulations to maintain the discipline of employees and the efficiency of the department; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations; and to determine and/or change methods, processes, equipment and facilities.

## **ARTICLE VII - WORK SCHEDULE**

**Section 7.01.** a. The regular work schedule for sergeants and patrolmen in the patrol division shall be maintained on the basis of five (5) consecutive days worked with two (2) consecutive days off followed by five (5) consecutive days worked with three (3) consecutive days off. The regular workday shall consist of eight (8) consecutive hours.

For the patrol division and sergeants, there shall be three (3) shifts as follows:

First Shift	0630-1430
Second Shift	1430-2230
Third Shift	2230-0630

Sergeant bids will consist of two (2) bids to first shift, two (2) bids to second shift and two (2) bids to third shift.

The Patrol lieutenants' schedule shall be five (5) consecutive days on with two (2) consecutive days off followed by four (4) consecutive days on and three (3) consecutive days off.

First Shift	0630-1430	Monday-Friday	Monday-Thursday
Second Shift	1430-2230	Monday-Friday	Monday-Thursday
Third Shift	2230-0630	Sunday-Thursday	Sunday-Wednesday

There shall be a minimum complement five (5) patrolmen on the first shift, six (6) patrolmen on the second shift and five (5) patrolmen on the third shift. At all times there shall be one (1) sergeant and one (1) dispatcher or desk officer. Lieutenants shall continue working in accordance with the current schedule as set forth herein. Officers enrolled in the FTO program shall not be included in the shift complement for purposes of minimum staffing.

b. The detective division work schedule shall be maintained on the basis of five (5) consecutive

days on with two (2) consecutive days off followed by four (4) consecutive days on with three (3) consecutive days off. The regular workday shall consist of eight and one-quarter (8¼) consecutive hours.

The regular shift shall be maintained in accordance with current practice.

c. The court liaison/evidence officer shall work the regular shift as maintained in accordance with the current practice.

**Section 7.02.** Utility officers shall be the four (4) least senior patrol officers. Utility officers can be utilized by the Borough in such a manner as to afford flexibility in scheduling of manpower. Changes can be made to these assignments with at least forty-eight (48) hours advance notice to the affected employee.

Any individual open slots may be filled by the Borough through voluntary solicitation of employees from other shifts by seniority (most senior employee being requested first, next senior, etc.)

**Section 7.03.** Shift vacancies shall be filled in accordance with seniority as follows:

All patrol shifts shall be bid four (4) times per year on the first of December, March, June and September and shall be posted by the start of the last week of the aforementioned months, with each shift based on the bids starting on the first day of each calendar quarter (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>).

All supervisor shifts shall be bid once per year in September and shall be posted by the first week in November for the following calendar year commencing on the first Sunday in January.

All shifts shall be awarded by seniority as defined in Article XXI.

When a patrol officer, sergeant, or lieutenant is assigned to the detective bureau or any special division or assignment and returns to the uniform division, he/she shall be assigned to the open shift until the next bid.

No swapping of full bids will be permitted.

**Section 7.04.** In the event that an employee is required to perform training exercises while off-duty, he/she shall be paid for training hours according to FLSA.

**Section 7.05.** An employee may work for or exchange working times with another employee providing:

- a. Patrol officers shall only exchange working time with other members of the rank of patrol officer. Members of captain, lieutenant and sergeant shall exchange within rank only.

- b. No additional cost in any respect shall be imposed upon the department or Borough.
- c. The employees entering into such an agreement shall notify the Chief or designee under whose jurisdiction such exchange or substitution shall occur, through the computer based scheduling software at least twenty-four (24) hours in advance of the effective date and time of such exchange or substitution and such superior officer shall approve such request unless it is contrary to the best interests of the department. The officers shall have approval of such exchange or substitution for the purpose of making any employee available to work for anyone other than the Borough police department. The Chief's or designee's approval shall not be unreasonably denied.

**Section 7.06.** For electronic scheduling purposes, the first shift of the day shall be the midnight shift from the previous calendar day (i.e. – the midnight shift (2230-0630) on December 31<sup>st</sup> shall be the first shift on January 1<sup>st</sup>).

## **ARTICLE VIII - OVERTIME**

### **Section 8.01.**

- a. If an employee works more than eight (8) consecutive hours in any one (1) day or over forty (40) hours in any one (1) week, but not both, he shall be paid at the rate of regular time plus one-half for each hour of overtime worked.
- b. If any employee is required by the Chief to work on his regular day off, for Borough work, whether for a full eight (8) hours or less, he shall be paid for four (4) hours if he works up to four (4) hours, and eight (8) hours if he works over four (4) hours on that day.
- c. If an employee is compelled by a subpoena which is work-related, (i.e., superior court, board of police commissioners, board of mediation and arbitration, deposition, etc.) he/she shall be compensated at time and one-half his/her regular hourly rate for his/her attendance; provided he/she is off-duty.

**Section 8.02.** The opportunity to work overtime shall be offered to regular police officers on as equitable a basis as possible. A record of overtime hours offered will be maintained by the electronic scheduling software. The Borough shall ensure the integrity of the electronic scheduling software. Union stewards, upon request, shall have access to any records pertaining to overtime hours offered and worked.

**Section 8.03.** Shift overtime will be based upon "rank seniority" whereas private duty overtime will be based upon departmental seniority.

**Section 8.04.** The list will be calculated based upon "straight hours worked" to determine which union member is next in line for overtime availability. The list will start with the union member that has the lowest amount of overtime hours listed and progress to the union member that has the highest amount of overtime hours listed. Overtime opportunities will be offered first to those union

members that are available with the lowest amount of overtime hours.

**Section 8.05.** The Borough and the Union agree that all overtime hours earned will be calculated into the overtime list.

**Section 8.06.** The Borough and the Union agree that all compensation hours earned shall be calculated into the overtime list.

**Section 8.07.** All hours worked will be zeroed out each quarter (four (4) times per calendar year). New quarters will begin on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of every year.

**Section 8.08.** All overtime opportunities, including Saturdays, Sundays and holidays, shall be offered first to all regular police officers who are off duty. Regular police officers who are not scheduled on-duty at the time that an overtime event will take place will be contacted first to be offered any overtime. "Off" for purposes of "shift overtime" is defined as any officer who is on a scheduled day off or off duty during the hours overtime will span.

Officers who are out of work on vacation, personal, sick, compensatory time, workers' compensation/disability, jury duty or FMLA are not eligible for shift overtime.

**Section 8.09.** Vacancies for sergeants shall be filled first by sergeants. If a sergeant's vacancy occurs, the sergeants will have the right of first refusal. If a sergeant is not available, the vacancy shall then be filled by a ranking officer. If no ranking officers are available, the vacancy will be filled by a sergeant using the "order-in" list. In the event that two (2) sergeants are scheduled on, a shift and both positions become vacant then only one (1) sergeant vacancy will be filled using the above procedure.

If a lieutenant is out on long-term disability or absent for longer than thirty (30) consecutive days, a lieutenant from another shift may submit a request to fill that position on a temporary basis. Such request may be denied if it will cause either operational inefficiencies or financial hardship.

If no lieutenant wishes to fill the position, the senior sergeant on that shift shall receive the differential in pay for the entire time that the shift is vacated by the lieutenant.

**Section 8.10.** In the event a long-term vacancy (more than thirty (30) days) occurs in a sergeant's position, a sergeant from another shift may submit a request to fill that position on a temporary basis. Such request may be denied if it will cause either operational inefficiencies or financial hardship.

**Section 8.11.** Subject to applicable federal or state law, compensatory time in lieu of overtime is allowable upon an employee's request provided said compensatory time is authorized ~~in writing~~ by the Chief of Police or his designee and provided the employee does not accumulate more than eighty (80) hours at any one time.

**Section 8.12.** When a patrol shift falls below the minimum manpower requirements set forth in Section 7.01, and the shift cannot be voluntarily filled using the procedures set forth in Sections

8.03-8.05, an officer shall be "ordered in." If an officer needs to be "ordered in," it shall be done in writing and a copy of the order shall be hand delivered to the officer. The officer shall sign for his or her copy of the order as to avoid confusion as to whether the officer had proper notice.

Decisions regarding what officers will be "ordered in" will be based on total shift overtime hours worked. The officer with the lowest number of shift overtime hours will be ordered first and so on. If there is a scheduling conflict for the ordered officer between the shift he or she is ordered in for and a reasonable, prior personal commitment, the supervisor issuing the order, at their discretion, may defer to the next eligible officer in the list. However, the officer must make a realistic attempt to find another officer to take the order first.

If an ordered officer has a scheduling conflict, he or she shall advise the ordering supervisor in writing as soon as possible. The ordered officer shall also provide proof of the conflict if appropriate. If the ordering supervisor denies a reasonable request, the ordered officer may appeal the denial to the Deputy Chief of Police.

The Deputy Chief of Police or other ranking officer mutually agreed upon by the Union and the Chief of Police will maintain the integrity of the "order in list." Moreover, the Union will have full access to the list and any discrepancies or errors will be corrected as soon as possible.

All union members, regardless of rank, shall be eligible to be "ordered in" in cases where a desk officer, prisoner watch or a private duty officer is needed.

**Section 8.13.** When a field training officer (FTO) is actively training a new Officer enrolled in the FTO program (trainee), said FTO shall receive one half (1/2) hour of overtime, as defined in Section 8.01, for every four (4) hours he or she is training said trainee. If the trainee is with the FTO for a full eight-hour shift, said FTO shall receive one (1) hour of overtime, as defined in Section 8.01.

The FTO shall receive compensation as defined above for every day he or she is assigned to train an officer enrolled in the FTO program (trainee).

## **ARTICLE IX - PRIVATE DUTY ASSIGNMENTS**

**Section 9.01.** The private duty coordinator is responsible for filling all private duty jobs. The private duty coordinator is assigned by department seniority and the coordinators assignment changes with every established quarter as outlined in Section 8.08. The Borough shall provide the private duty coordinator with a smart phone capable of sending mass text messages.

All private duty assignments, including Sundays and holidays shall be offered first to all available bargaining unit members that are off duty during the period of time that the private duty assignment requires coverage. "Off" is defined as any officer who is on a scheduled day off or who is on leave (vacation, personal or compensatory time) to fulfill the hours of the event.

**Section 9.02.** Officers working private duty shall be paid a minimum of four (4) hours for jobs lasting under four (4) hours. If a company keeps a private duty officer over their scheduled time,

the ending time shall be rounded up in fifteen (15) minute increments. If a company hiring a private duty officer cancels the hired officer within one (1) hour of the jobs scheduled start time, said officer shall be paid the four (4) hour minimum.

**Section 9.03.** The assigned private duty coordinator shall abide by the established private duty coordinator guidelines, which will be maintained by the Union Executive Board.

**Section 9.04.** Where situations arise that private duty jobs are unable to be filled through voluntary solicitation of all off duty union members, on duty union members will be provided an opportunity to take leave or request to change their scheduled work hours for the specific purpose of filling private duty jobs. Changing of a member's scheduled work hours applies only to private duty jobs within the Borough.

**Section 9.05.** A request to change scheduled work hours will be extended only after a ~~written~~ request is made by the officer through his or her chain of command. Officers changing their hours must agree to immediately advise the on duty OIC when the private duty job has ended. The OIC will then decide where to utilize the officer to finish his/her tour of duty. In situations where an private duty job ends earlier than originally scheduled, the on duty OIC will decide whether the officer can return to work immediately or at the originally agreed upon time.

- a. Requests to change hours will be denied if it will cause either operational inefficiencies or financial hardship. Final approval will be made at the discretion of the requesting officer's OIC.
- b. In no situations will an officer be allowed to change their scheduled work hours if the minimum manpower for the assigned shift is not met in their absence.

**Section 9.06.** Any sworn member who works private duty shall be paid at the rate of time and one-half (1½) the highest ranking sworn union member of the police department ("regular private duty rate"), with a four hour minimum. The Borough will charge an additional two dollar (\$2.00) hourly surcharge to be dedicated to the bargaining unit pension fund.

Private duty worked on Sundays and on holidays listed in Article X shall be paid two (2) times the applicable rate. Private duty worked on New Year's Eve shall be paid at the rate of three (3) times the private duty rate. Notwithstanding the foregoing, private duty worked for civic organizations, churches, the Borough of Naugatuck or the Naugatuck Board of Education shall be paid at time and one-quarter (1¼) the highest ranking sworn member of the police departments hourly rate ("civic organization rate") (civic organizations and the Borough of Naugatuck to be defined by mutual agreement between the Chief of Police and the Union President).

	7/1/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21-6/30/22
<b>Regular Private Duty Rate</b>	\$76.68	\$78.21	\$79.77	\$81.56
<b>Civic Organization Rate</b>	\$63.90	\$65.18	\$66.48	\$67.98

Officers working private duty between the hours of 2000-0600 shall be paid an additional twenty

five percent (25%) per hour. This will not apply to Borough of Naugatuck work, jobs billed at the civic rate, or on Sundays and holidays.

**Section 9.07.** Private duty shall be offered to regular police officers on as equitable a basis as possible. A record of private duty overtime hours offered will be maintained and posted through the electronic scheduling software. Union stewards shall have access to any records pertaining to private duty hours offered and worked, upon request.

**Section 9.08.** All private duty assignments shall be rotated in accordance with a computerized seniority list to be prepared by the Borough. The list shall rank all employees available for off-duty jobs in accordance with their years of service with the police department. Private duty assignments shall be offered to the employees in the order in which their names appear on said computerized list.

In the event that no officer is voluntarily available to fill a private duty slot, an officer may be "ordered in" based on total private duty hours worked. The officer with the lowest number of private duty hours will be ordered first and so on. If there is a scheduling conflict for the ordered officer between the shift he or she is ordered in for and a reasonable, prior personal commitment, the supervisor issuing the order, at their discretion, may defer to the next eligible officer in the list. However, the officer must make a realistic attempt to find another officer to take the order first.

**Section 9.09.** The Borough agrees to continue in full force and effect Section 16-13 of the "Code of Ordinances concerning Police Protection Required at Certain Construction Sites" adopted 9/6/94.

**Section 9.10.** Except as noted herein, all private duty traffic control jobs hired by the Naugatuck Department of Public Works (DPW) for all borough work relating to borough roads, storm water, drainage work, sanitary sewers, or other borough jobs, whether said work is to be performed by DPW employees, Veolia, or private contractors shall be performed by Naugatuck police officers at the civic organization private duty rate. All Lotcip jobs, grant jobs, or other jobs wherein the Borough receives sixty percent (60%) or greater reimbursement shall be paid at the regular private duty rate. The Borough shall use its best efforts to provide twenty-four (24) hours' notice of all Borough DPW work.

When Naugatuck police officers are not available to perform private duty work at the civic organization private duty rate or whenever the DPW Director determines, in his sole discretion, that traffic control measures do not require a police officer, the DPW Director shall be allowed to utilize such alternate traffic control measures deemed appropriate including but not limited to flagmen, closing roads or other measures determined by the DPW Director or his designee. Private duty jobs paid for by the Naugatuck DPW shall not be subject to administrative fees.

**Section 9.11.** The union and the borough agree to set and maintain a policy that provides the timeframe companies hiring private duty shall abide by. Furthermore, said policy will determine fees for scheduling a private duty officer outside the timeframes set forth and how the fees will be used.

## **ARTICLE X - HOLIDAYS**

**Section 10.01.** Each full-time employee shall receive eight (8) hours holiday pay based upon his regular hourly rate for each of the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Friday following Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Day before Christmas Day
Labor Day	

Employees on unpaid leaves of absence shall not earn holiday pay for those holidays, which occur during their leaves.

**Section 10.02.** All holiday pay earned shall be accumulated, held in escrow and paid twice each year. The first payment shall be made for holiday pay earned for the period April 1<sup>st</sup> - November 30<sup>th</sup>. Said payment shall be made on or before December 10<sup>th</sup>. The second payment shall be made for holiday pay earned for the period December 1<sup>st</sup> - March 31<sup>st</sup>. Said payment shall be made no later than April 10<sup>th</sup>.

- a. Any employee who is regularly scheduled to work on any holiday referred to in Section 10.01 and does work, shall receive compensation at one (1) times his/her hourly rate for such regular shift.
- b. Any employee who is not regularly scheduled to work any holiday referred to in 10.01 and does work, shall receive additional compensation at one and one-half (1½) times his/her hourly rate for working such holiday shift.

**Section 10.03.** An employee may, upon reasonable notice and with the written permission of the Chief of Police or his designee, take days off in lieu of holiday pay, provided there is no extra cost to the Borough.

**Section 10.04.** No employee scheduled to work on any of the holidays set forth in Section 10.01 above shall be permitted to take a vacation day, personal day or leave in lieu of holiday pay if the Borough is unable to fill his/her shift with a voluntary replacement.

## **ARTICLE XI - VACATION**

**Section 11.01.** For the patrol division only, no more than two (2) patrol officers from each shift shall be on vacation or personal leave at the same time. On a shift where two (2) sergeants are scheduled, only one (1) sergeant will be authorized to use vacation, personal leave or comp time. The second sergeant may be granted leave with approval from the Chief of Police or his designee.

For non-uniformed officers, no more than two (2) officers from each shift shall be on vacation or personal leave at the same time. In the sole discretion of the Chief, an additional patrol officer may be granted vacation or personal leave for good cause shown. Individual days of vacation or personal leave require seventy-two (72) hours advance notice to the Chief.

**Section 11.02.** Employees shall be eligible for vacation in accordance with their unbroken terms of service as regular police officers according to the following schedule:

6 Months anniversary	1 Week (5 days)
1 Year anniversary	Prorated number of days to get to the next July 1 <sup>st</sup> , based on Anniversary month:
	Anniversary Month
	Vacation Time (days)
	July 10
	August 9
	September 8.5
	October 7.5
	November 6.5
	December 6
	January 5
	February 4
	March 3.5
	April 2.5
	May 2
	June 1

\*Employee's shall receive vacation time every July 1<sup>st</sup> hereinafter, as follows:

Second July 1 <sup>st</sup> to 5 Years	2 Weeks (10 days)
5 Years, 1 Day to 10 Years	3 Weeks (15 days)
10 Years, 1 Day to 15 Years	4 Weeks (20 days)
Over 15 Years	5 Weeks (25 days)

**Section 11.03.** Vacation eligibility shall be determined in accordance with the employee's anniversary date.

**Section 11.04.** Weekly vacation pay shall be equal to the employee's straight time weekly pay.

**Section 11.05.** Vacation not taken in a fiscal year may accumulate for one additional fiscal year, but in no event shall more than one (1) week of vacation be carried over from one fiscal year to the next.

**Section 11.06.** An employee may receive one (1) day's pay for one (1) unused vacation day up to a maximum of five (5) days.

**Section 11.07.** If the regular payday falls within the employee's scheduled vacation period, the employee will receive the paycheck prior to going on vacation provided that he has requested said paycheck at least three (3) weeks before the beginning of this vacation.

**Section 11.08.** In the event of a conflict between employees for the same vacation period, seniority shall prevail, subject to the requirements of Section 11.01 above. Employees may request vacation leave not more than forty-five (45) days prior to taking such leave. Such request shall be immediately posted within the electronic scheduling software. If within fifteen (15) days of such posting, no senior employee has requested the same vacation period, which would exceed the limits set forth in Section 11.01, then such vacation request shall be granted without further liability to seniority bumping.

**Section 11.09.** With the exception of the provisions of Section 11.06, accrued and earned, but unused vacation shall be paid only in the event of the employee's death, in which case, his/her spouse, dependents, or estate shall receive a lump-sum payment equal to the straight-time salary equivalent of the employee's pro-rated accrued vacation leave. Earned, but unused, vacation pay shall be paid to the employee when an employee retires or otherwise terminates employment with the Borough. If an employee becomes sick on vacation, he/she may charge their sick leave account and credit their vacation account. The Borough may request verification of illness.

## **ARTICLE XII - SICK LEAVE**

**Section 12.01.** Employees shall receive 1.25 sick days per month during their first year of employment as a probationary member of the department, commencing on their one (1) month anniversary.

On their one year anniversary employees shall receive a prorated number of sick days to get to the next July 1<sup>st</sup>, based on anniversary month:

Anniversary Month	Sick Time (days)
July	15
August	13.75
September	12.5
October	11.25
November	10
December	8.75
January	7.5
February	6.25
March	5
April	3.75
May	2.5
June	1.25

Effective July 1<sup>st</sup> of each contract year hereinafter, each employee shall be entitled to sick leave of fifteen (15) days for each calendar year completed as a regular member of the department. Unused sick leave may be accumulated up to a maximum of one hundred fifty (150) workdays.

**Section 12.02.** Sick leave pay shall be equal to the employee's regular straight-time hourly rate times eight (8) hours.

**Section 12.03.** Sick leave shall be granted for absences because of illness or injury to any member if said injury is not covered by Workers' Compensation, either by the Borough or some other employer.

**Section 12.04.** In the event of serious illness or of injury to the employee's immediate family (spouse or children only), the employee may also take sick leave for not more than three (3) days for each serious illness or injury. For any day so taken, a doctor's certificate shall be required; and the employee shall furnish the same.

**Section 12.05.** If a member of the department is out sick five (5) consecutive work days, the employee must, before sick leave pay is granted, procure from a Borough approved physician or the employee's personal physician, a written note stating the reason for such illness or injury, and the Borough shall pay the full expenses for any charge required by the Borough approved physician in connection therewith.

**Section 12.06.** Upon termination of employment from the Borough for any reason, the Borough will pay to the employee an amount equal to his/her regular hourly rate multiplied by eight (8) hours for each day of accumulated sick leave or fraction thereof the employee has accumulated up to the date of such termination not to exceed a maximum of ninety (90) days provided the employee has no less than five (5) years of continuous service at termination. In the event of the death of an employee with five (5) years of continuous service, the Borough will pay to the employee's widow/widower and/or dependent children or to his/her estate if there is no widow/widower or dependent children, a sum equal to his/her regular hourly rate multiplied by eight (8) hours for each day of accumulated sick leave or fraction thereof the deceased employee had accumulated up to the date of his/her death not to exceed a maximum of ninety (90) days.

**Section 12.07.** When sick leave is abused, the employee may be disciplined under the provision of Article XXIII of this Agreement.

### **ARTICLE XIII - PERSONAL LEAVE**

**Section 13.01.** Probationary members of the department shall be entitled to a prorated number of personal leave days on their one (1) year anniversary to get to the next July 1<sup>st</sup>, based on anniversary month:

Anniversary Month	Personal Time (days)
July	5
August	5
September	4.5
October	4

November	3.5
December	3
January	3
February	2.5
March	2
April	1.5
May	1
June	.5

An employee shall be entitled to five (5) days personal leave on an annual basis every July 1<sup>st</sup> hereinafter, which may be charged to the employee's accumulated sick leave.

**Section 13.02.** Personal leave may only be taken as a full day (8 hours), or as the first or second half of a work day (4 hours). Personal leave shall only be granted if requested at least twenty-four (24) hours in advance of the requested leave, except in cases of emergency.

#### **ARTICLE XIV - INJURY LEAVE**

**Section 14.01.** Injury leave shall be granted to an employee who is unable to work due to a work-related disability or injury. If the employee is receiving workers' compensation benefits either by voluntary agreement or by award of the workers' compensation commissioner, he/she shall be paid the difference between the amount of workers' compensation and his/her gross regular straight-time pay at the time of disablement less Federal income tax withholding and pension contribution. This differential shall be paid until such time as the employee is able to return to either regular or light duty or until such time as he/she has reached maximum improvement, certified by a physician selected by the Borough, but in no event for more than twelve (12) months.

Effective with any illness claimed on or after July 1, 2018, if any illness or injury results in a disability, the Borough shall have the right to retire or discharge the employee whenever the undisputed medical prognosis indicates that the employee will not be able to perform the essential functions of the position with reasonable accommodations (as determined by the Borough) that the employee held prior to the injury or illness.

Effective with any illness or injury claimed on or after July 1, 2018, if any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position with or without reasonable accommodations for a period of either twelve (12) consecutive months or eighteen (18) months during a twenty-four (24) month period, the Borough shall have the right to retire or discharge the employee.

**Section 14.02.** Any employee who has been certified as reaching maximum medical improvement and is unable to return to duty shall be retired and paid a disability pension in accordance with the retirement system covering employees of the police department. Permanent partial disability payments made under the Workers' Compensation Act shall not offset the employee's disability pension.

**Section 14.03.** In order to be entitled to injury leave, such employee must report such injury or

disability to his/her superior officer as having occurred in the line of duty. The Borough shall have the right to require examination by physicians selected by the Borough.

**Section 14.04.** An employee shall receive his/her full pay while he is awaiting his/her compensation claim to be processed provided that said employee agrees to reimburse the Borough immediately upon receipt of his/her workers' compensation checks and provided further, that said employee has signed a payroll deduction card authorizing the Borough to deduct such sums owed to the Borough in the event the employee fails to reimburse the Borough upon receipt of said benefits. It is the intention of this arrangement to eliminate a situation wherein employees fail to receive compensation benefits or regular pay because of a delay in processing compensation claims.

In the event a claim for workers' compensation is found invalid by the Workers' Compensation Commission, upon exhaustion of his/her right to appeal, the employee shall have the option to either reimburse the Borough by deducting any accumulated time from his/her sick leave account or provide the Borough with a check for the entire amount owed within two (2) weeks after demand is made by the Borough for such reimbursement.

In the event that the employee either does not appeal the initial decision of the trial commissioner or subsequent decision(s), the reimbursement options set forth above shall be effective upon the expiration of the time period that the employee had to appeal the applicable decision.

## **SECTION XV - OTHER LEAVE**

**Section 15.01. Funeral Leave.** Each employee shall be granted leave with regular pay, in the event of a death in his/her immediate family. Such leave shall be for four (4) consecutive days not including the employee's scheduled days off and shall commence on the day of death, although leave may be extended in the discretion of the Chief. For the purposes of this Article only, the term "immediate family" shall mean and include the following, with or without the prefix "step" and with or without the prefix "foster," mother, father, mother-in-law, father-in-law, sister, brother, wife, child, grandchild, grandparent, son-in-law, and daughter-in-law. One (1) days leave with pay shall be granted to employees who attend the funeral of a sister-in-law, brother-in-law, aunt or uncle, which may be extended at the discretion of the Chief.

**Section 15.02. Leave of Absence Without Pay.** Any employee, for just cause, may be granted a leave of absence without pay, but without loss of seniority for a specified length of time not to exceed one (1) year. The board of police commissioners shall not unreasonably withhold said granting of a leave of absence. An application for a leave of absence under this Section shall be initiated by the police officer affected in writing to the Police Chief, giving the time for the leave of absence, the commencement date, and the reasons for the same.

**Section 15.03.** Family and medical leave shall be granted in accordance with applicable state and federal law.

**Section 15.04.** Military leave shall be granted in accordance with applicable state and federal law.

## **ARTICLE XVI - UNIFORMS AND EQUIPMENT**

**Section 16.01.** Each uniformed and non-uniformed police officer shall be granted a cash clothing cleaning and repair allowance each year at the rate of one thousand five hundred (\$1,500.00) per contract year.

Said uniform allowance shall be payable in cash to the employee on the first payday of each contract year. It is further understood that the Borough shall be entitled to a refund from employees on a pro-rata basis if said employees are not employed by the Borough for the entire fiscal year or are on extended leave of absence or compensable injury leave greater than sixty (60) days.

**Section 16.02.** All uniforms and personal property (glasses, personal clothing, and watches) not over two hundred dollars (\$200.00) shall be replaced by the Borough if damaged beyond reasonable repair if damaged in the line of duty and upon submission of replacement receipt. The Borough agrees to replace worn, damaged, or expired bulletproof vests. Employees requesting vest replacement shall be required to wear the vest while on patrol duty. A second violation of non-compliance within a contract year will result in a deduction of the cost of the replacement vest from the employee's subsequent year's cleaning/repair allowance. The Borough agrees to replace worn, damaged or expired bullet proof vests if notified within one month of the date that the vest needs replacement because it is worn or expired. Damaged vests shall be replaced as soon as possible.

**Section 16.03.** Any new regular patrol officer in the year in which he/she is appointed shall be furnished by the Borough with initial equipment as follows:

- (a) Winter Coat
- (b) Reversible Jacket
- (c) Four (4) Pair of Pants: one (1) Class "B", and three (3) Class "C"
- (d) Three (3) Winter shirts: one (1) Class "B" and two (2) Class "C"
- (e) Three (3) Summer shirts: one (1) Class "B" and two (2) Class "C"
- (f) One (1) Rain Coat - reversible type with rain cover for hat
- (g) Winter Hat
- (h) Leather Gun Belt
- (i) Gun Holster
- (j) Handcuff Case
- (k) Cartridge Case
- (l) One (1) Dress Blouse
- (m) Rechargeable Flashlight
- (n) Bullet Proof Vest

If any employee is terminated for any reason, within the first year of employment, all of the above-mentioned clothing will be returned to the Chief.

**Section 16.04.** There shall be no carryover from one (1) fiscal year to another of any sums for clothing and cleaning allowance.

**Section 16.05.** Handguns shall be checked periodically by either the Firearms Instructors/Officer and/or the Chief.

**Section 16.06.** Badges, handguns, handcuffs, and other equipment issued to employees shall belong to the Borough and shall be given up on demand by the Chief. Each employee shall be responsible for the proper care of his equipment, normal wear and tear expected.

**Section 16.07.** The Borough agrees to provide access to a firearm range for employees of the department so that they qualify, in accordance with the budgeted amount, but no less than once a year.

**Section 16.08.** Officers shall each be issued one hundred fifty (150) rounds of ammunition annually. Only bargaining unit employees may use the range, provided that they are accompanied by the training officer. Employees shall carry as their duty weapon a .40 caliber automatic, said weapon to be properly registered with the department. This Section may be reopened for further negotiations at the request of either party.

**Section 16.09.** Employees shall wear only department authorized clothing and equipment when on duty and in such a manner as designated by the Chief of Police.

## **ARTICLE XVII – INSURANCES**

**Section 17.01** The Borough shall provide a High Deductible Health Plan (HDHP) with a vision rider to the eligible employee and his/her dependents (except as otherwise stated).

Bargaining unit employees will contribute a cost-share toward the annual premium of the aforementioned HDHP plan in the following amounts:

	<b><u>January 1, 2019</u></b>	<b><u>January 1, 2020</u></b>	<b><u>January 1, 2021</u></b>	<b><u>January 1, 2022</u></b>
<b>HDHP Plan</b>	0%	1%	2%	3%

### **HDHP: Effective January 1, 2019:**

- \$2,000/\$4,000 deductible
- 100% in network (except with respect to prescription drugs co-pay)
- 70%/30% out of network after deductible (except with respect to prescription co-pays)
- \$3,000/\$6,000 in network out of pocket maximum (inclusive of deductible coinsurance and Rx co-payments)
- \$5,000/\$10,000 out of network out of pocket maximum (inclusive of deductible, coinsurance and Rx co-payments).
- Bariatric procedures are not covered

- Infertility benefits are subject to the state mandate limits
- High-cost diagnostics and x-rays are subject to a \$75.00 co-pay (to a maximum of \$375.00 per plan year)

Upon satisfaction of the HDHP deductible, a co-pay for prescription drugs shall be applicable in accordance with the following:

\$5.00 generic/\$25.00 brand name/\$40.00 non-formulary brand name (mail order: 2x retail co-payment for 90 day supply) up to an additional prescription out of pocket maximum of \$1,000 for single coverage and \$2,000 for two (2) person and family coverage.

The parties acknowledge that the Borough'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. The Borough shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

The employee will be responsible for opening the HDHP account and for any bank fees associated with maintaining the HDHP account. The Borough will make provisions for a before tax direct deposit payroll deduction for employees who elect the HDHP plan.

In the case of a "hardship," eligible, non-probationary, employees may apply to the Director of Human Resources for a loan to cover the cost of the deductible under the Borough's health insurance plan.

In the event the Director of Human Resources denies the application for a loan, the employee may appeal such decision to the Mayor.

"Hardship" shall be defined as any individual claim that exceeds two thousand, two hundred and fifty dollars (\$2,250.00) prior to March 1<sup>st</sup> of any calendar year.

Said loan must be paid in full by the end of the fiscal year that the loan was granted in. If the employee ends his or her employment before the end of the fiscal year, the employee who was granted the loan will sign a promissory note obligating him or her to repay the Borough for the loan.

**Section 17.02.** The Borough agrees to provide each bargaining unit member access to a full service family dental plan. In the event there is no family, individual dental coverage will be provided by the Borough. Bargaining unit employees will contribute a cost share toward the premium of such full service dental plan in accordance with the premium cost share outlined in Section 17.01.

**Section 17.03.** Nothing in this Agreement shall prevent the Borough from changing insurance carriers or self-insure for all or some of the aforementioned insurance provided that such modification(s) substitute benefits are substantially equivalent to or better than the benefits set forth herein on an overall plan benefit basis. The Borough may substitute the carrier/provider for the prescription rider set forth in Section 17.01 provided that the agreed upon formulary co-pay

costs per tier to employee's is unaffected.

**Section 17.04. Life Insurance** – In the amount equal to the employee's base pay rounded up to the nearest One Thousand Dollars (\$1,000.00).

**Section 17.05.** For all employees who retire after the date of issuance of the Arbitration Award in this case, who is receiving a pension from the Borough, he/she shall receive life insurance in the amount of seven thousand dollars (\$7,000.00).

**Section 17.06.** Employees may elect to waive all medical insurance coverage and in lieu thereof, to receive a payment of two thousand two hundred fifty dollars (\$2,250.00) per year for each year of this contract from the employer. Payment to those employees waiving coverage shall be made on an annual basis on the first payday in July by separate check, less the standard deductions for FICA and federal withholding. Notice of intent to elect to waive said coverage must be filed with the employer no later than April 1<sup>st</sup> of the previous contract year.

Where the employee's spouse or where the party under and through whom the employee is a beneficiary under a medical benefits program, has their benefit program terminated, the waiver described above may, by written notice to the employer, be revoked. Upon receipt of notice of revocation of the waiver, the insurance coverage waived shall be reinstated, subject to any policy restrictions, regulations and/or waiting periods imposed under the policy in effect at the time said revocation is received by the employer. Effective the day of reinstatement of coverage, the employee shall pay to the employer an amount of money equal to the pro rata share of the waiver payment (two thousand two hundred fifty dollars (\$2,250.00)) for the remainder of the contract year. Said payment from the employee to the employer shall be made by payroll deduction in equal amounts spread over the balance of the year remaining.

Waivers under this Article must be permitted by the applicable insurance contracts.

**Section 17.07.** If an employee is killed on duty, his/her minor dependents shall be covered for all insurances in Section 17.01 and 17.04 until the age of 21. The employee's spouse shall be covered until he/she dies or remarries.

**Section 17.08.** In an attempt to keep employees healthy, medical claims down, and costs low, employees and their spouses will be required to participate in a wellness program offered by the Borough's insurance carrier. Employees participating in the wellness program will be required to see health care providers of their choice and obtain the required preventative medical testing as outlined in the wellness plan at no cost to the Borough. If an employee and an employee's spouse participates in the wellness plan as required, the employee will be awarded by paying one percent (1%) less in premium cost in the years that a premium cost share is in place. If an employee or an employee's spouse chooses not to participate in the wellness plan, the employee will be penalized by paying an additional one percent (1%) premium cost-share.

## **ARTICLE XVIII - PENSION**

**Section 18.01.** The complete police pension plan is set forth in Appendix A to this Agreement.

## **ARTICLE XIX - WAGES**

**Section 19.01.** Employees shall be paid in accordance with Schedule A, B, C, and D attached to this Agreement and incorporated herein by reference.

**Section 19.02.** Employees hired or promoted shall advance through the steps of the pay schedule once each year on the anniversary dates of their dates of hire or dates of promotion.

**Section 19.03.** Employees shall be paid weekly on the basis of an average forty (40) hours work per week.

**Section 19.04.** A police officer or detective who is assigned to be in charge of a shift for four (4) consecutive hours or more shall be paid at the hourly rate for sergeant.

**Section 19.05.** Employees shall receive longevity pay with the first paycheck he/she receives during the month of his/her anniversary date during the term of this contract in accordance with the following schedule:

5 - 9 years of service	\$200.00
10-14 years of service	\$300.00
15-19 years of service	\$400.00
20 years of service or more	\$500.00

**Section 19.06.** On the first payday of each fiscal year, upon written application and proof of college credits and/or college degree, employees shall be entitled to the following non-cumulative payments:

- a. After the successful completion of a two (2) year associates degree: five hundred dollars (\$500.00) per year.
- b. After the successful completion of a four (4) year bachelor's degree: one thousand dollars (\$1,000.00) per year.
- c. After the successful completion of a graduate degree: one thousand five hundred dollars (\$1,500.00) per year.

**Section 19.07.** A shift differential shall be paid to each employee for all patrol shift hours worked according to the chart below. The shift differential shall be paid to each employee on a pro-rated basis. The chart shall be as follows:

### **Contract Year 1**

Employees who work patrol between the hours of 1430 - 2230 will receive the following pay differential:

\$ .50 per hour

Employees who work between the hours of 2230 - 0630 will receive the following pay differential:

\$.55 per hour

**Contract Years 2, 3 & 4**

Employees who work patrol between the hours of 1430 - 1830 and 0230 - 0630 will receive the following pay differential:

2% of their hourly rate.

Employees who work patrol between the hours of 1830 – 0230 will receive the following pay differential:

4% of their hourly rate.

**Section 19.08.** If an experienced, certified Officer (lateral transfer) is hired, the Chief, in consultation with the Director of Human Resources, may adjust his/her starting pay step and corresponding number of vacation days he/ she will receive.

The Chief may adjust the pay step and corresponding number of vacations days up to, but no more than, the pay step and number of vacation days the newly hired officer received at his or her former department. Any decisions made pertaining to the starting pay and/or vacation time for certified officer shall not be subject to the grievance procedure herein.

**Section 19.09.** Effective within thirty (30) days of the parties' agreement (via negotiations, mediation or arbitration) on the collective bargaining agreement commencing on July 1, 2018, all bargaining unit employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Borough to implement direct deposit.

**ARTICLE XX - PROBATIONARY PERIOD**

**Section 20.01.** All employees who are newly hired as regular police officers shall serve a probationary period of eighteen (18) months. Successful completion of the probationary period shall include successful completion of the courses and training required by the State of Connecticut and completion of the field training program. In the event that the employee is absent from work during his/her probationary period due to sickness and/or injury (work related or non-work related), the employee's probationary period shall be extended for the period of time that the employee was absent from work for such reason(s).

**Section 20.02.** Employees who are promoted shall serve a trial period of six (6) months.

**Section 20.03.** Each newly appointed employee shall serve as a probationary police officer for a period of eighteen (18) months commencing from the date of active paid employment. Upon successful completion of the probationary period, such officer's seniority shall be retroactive to the

date of initial employment.

**Section 20.04.** Probationary employees shall be entitled to all the rights, privileges, and benefits afforded by this Agreement. Except, during such probationary period, such probationary employee will be subject to discharge by the Borough without access to the grievance procedure for such discharge.

The Chief shall provide the probationary employee with written notice of the reasons for discharge.

The probationary employee may appeal the decision of the Chief to the board of police commissioners. Said appeal must be brought to said board within seven (7) days of receipt of written notice of discharge. The board may overturn or uphold the decision of the Chief; the decision of the board is not subject to the grievance procedure of this Agreement.

### **ARTICLE XXI - SENIORITY**

**Section 21.01.** Department seniority as used in this Agreement is defined as the total length of continuous service with the Borough in the police department as a regular full-time sworn police officer.

**Section 21.02.** Rank seniority as used in this article is defined as the total length of service of an employee as a permanent regular appointee to a rank (i.e. patrolman, detective, sergeant, lieutenant, and captain).

**Section 21.02.** No employee shall acquire rank seniority in any ranks for periods that he or she serves in such rank as a temporary or provisional appointee, or in an acting capacity or special assignment. During the period of temporary or provisional service, or in an acting capacity or on special assignment, he or she shall continue to accrue rank seniority in the last rank he or she served in as a regular appointee.

**Section 21.03.** If more than one appointment is made on the same day, the departmental seniority of such appointees shall be in the order of rank on the eligibility list.

**Section 21.04.** Both department and rank seniority shall accrue during any periods of authorized leave.

**Section 21.05.** An employee shall lose seniority if:

He/she voluntarily terminates his/her regular full-time employment with the Police Department, or is placed on pension, or voluntarily leaves a bargaining unit position in favor of a non-bargaining unit position.

He/she is discharged for just cause.

**Section 21.06.** In the event that a member is reinstated after layoff before two (2) years and one (1) day, said member shall suffer no loss of seniority or in the event a member is reinstated of

a voluntary termination before eleven (11) months and one (1) day such member shall suffer no loss of seniority however there shall be no accrual of seniority.

**Section 21.07.** A master seniority list shall be published by the Chief of Police, comprised of all members of the police department, which shall be maintained at all times on a current basis by the Chief of Police.

A copy shall be kept at the office of the controller for informational purposes. This list shall be posted each year from July 1<sup>st</sup> until July 31<sup>st</sup> in a conspicuous place at headquarters. Objections to the seniority list shall be reported to the Chief of Police on or before August 10<sup>th</sup> of each year, or said seniority list stands as posted.

**Section 21.08.** The purpose of rank seniority is to provide a preference as to vacation, leave requests, promotions and shift bids.

**Section 21.09.** Department seniority shall be used for layoffs and recalls.

## **ARTICLE XXII - LAYOFF/RECALL**

**Section 22.01.** Seniority shall apply in case of layoff. In the event of a layoff or reduction in force, the employee with the least seniority shall be laid off first.

**Section 22.02.** An employee in a terminated position may bump another employee with less seniority in an equal or lower classification. Whenever an employee is laid off, such employee shall have the opportunity of returning to his/her former position or rank before any new person is employed in that position for a period not exceeding two (2) years from the date the layoff becomes effective.

**Section 22.03.** Employees will be given at least two (2) weeks notice before layoffs are made. The Union shall be notified at the same time the employee is notified of layoff. If such notice is not given, the employee shall be entitled to four (4) weeks severance pay.

**Section 22.04.** In the event seniority is equal, the employee appointed last shall be laid off.

**Section 22.05.** Employees who are laid off shall have recall rights as follows.

**Section 22.06.** The affected employee shall notify the Borough in writing at the time of layoff that he/she requests placement on a recall list.

**Section 22.07.** Employees who are bumped to a lower rank shall have recall rights to return to his/her former rank in the event the position is reopened or is reestablished. When an employee is bumped to a lower rank, he/she shall be placed on the appropriate pay scale and step that represents the least reduction in pay to the employee.

**Section 22.08.** For the period of two (2) years and one (1) day, the affected employee shall have the right to be recalled to the rank from which he/she was laid off, if a position should become vacant or reinstated, or to a position in a lower rank.

**Section 22.09.** For two (2) years and one (1) day, no person shall be newly employed until all persons on the recall list have been notified by certified mail and such persons either are offered re-employment, or decline such employment offer. An employee, who declines an offer of reemployment in the same rank as previously employed, shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after certified mailing thereof shall be deemed a refusal to accept re-employment.

### **ARTICLE XXIII - DISCIPLINARY ACTION/CIVILIAN COMPLAINTS**

**Section 23.01.** Employees shall be responsible for knowing and abiding by the policies and procedures of the police department as the same may from time to time be amended or changed. Digital copies of the policies and procedures shall be given to the Union and each employee. Copies of any changes or amendments shall be given to the Union and each employee and shall not be effective until notice is given in writing. However, said policies and procedures shall not be changed if inconsistent with the terms of this contract or when working conditions are changed without mutual agreement between the Union and the Borough.

**Section 23.02.** No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner, except for just cause. If any employee is disciplined, and, in the judgment of such employee, this action is taken by the Borough without just cause, he/she may file a grievance in accordance with the grievance procedures set forth in Article XXV.

**Section 23.03.** All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.

**Section 23.04.** All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge.

**Section 23.05.** Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay, and discharge. Any oral counseling that may have occurred shall not be included in the progressive discipline process. Progressive discipline shall be applied when appropriate. No employee shall be discharged or suspended without just cause. Disciplinary action normally shall follow in this order when appropriate:

- a. Verbal warning
- b. Written warning
- c. Suspension without pay
- d. Discharge

All disciplinary actions may be appealed through the established grievance procedure.

**Section 23.06.** Each employee shall have the right to see and review his or her personnel file upon request by appointment with the Director of Human Resources. The Borough shall provide copies of all materials in the file upon request of the employee. Employees may request that the Borough correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection.

**Section 23.07.** Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

**Section 23.08.**

a. Upon request of an employee, all disciplinary action(s) of eighteen (18) months or more shall be removed from the employee's personnel file and kept in a separate locked file. The Borough agrees not to use such removed disciplinary action(s) in any future employment record or proceeding unless a pattern of similar repeated conduct occurs. Suspensions of two (2) weeks or more shall be exempt from this provision. Employees shall be notified and receive copies each and every time an item is placed into their personnel file.

b. If the State Library specifically prohibits removal of disciplinary actions as outlined in this Article, the disciplinary actions shall be placed in a separate, sealed envelope within the employee's file, to be reopened only by mutual, written consent by the Borough and the employee. All other provisions in this Article shall be followed as if the actions had been removed. This Article shall not supersede statutory requirements.

**Section 23.09.** Any employee who has been disciplined or discharged and is subsequently exonerated shall be reinstated without prejudice or loss of seniority.

**Section 23.10.** The Borough reserves the right to suspend or discharge an employee without a hearing, provided a hearing shall commence within twenty (20) working days unless the parties mutually agree to commence hearings at a later date.

**Section 23.11.** Any charge of complaint by a member of the public against any police officer may be made, in accordance with applicable state and federal law, policy and procedure, and POST-C standards.

**Section 23.12.** Bargaining unit members from the same shift are prohibited from investigating employees on their shift.

**Section 23.13.** The Borough shall enroll all bargaining unit members in the "Peace Officers Research Association of California" (PORAC) legal defense fund. The Borough agrees to fully fund said legal defense fund for each union member.

**Section 23.14.** Employees placed on administrative leave due to an on-duty incident or internal affairs investigation shall be paid their base salary plus the average of the aggregate total of overtime worked, including private duty, during the preceding twenty-six (26) weeks. An

exception to this would be if the Chief and the Human Resources Director believe the employee committed a serious policy violation or a crime, which could result in a suspension of more than thirty (30) days or termination. In these cases, the Borough may withhold the overtime portion and the employee will receive base pay only. Employees who do not receive the overtime average and subsequently receive—and have sustained—discipline action of less than a thirty (30) day suspension and no criminal charges are filed, the Borough shall pay the total overtime amount owed based on the twenty-six (26) week average. Furthermore, the Borough agrees to use its best efforts to expedite any administrative or criminal investigations.

#### **ARTICLE XXIV - DRUG TESTING PROGRAM**

**Section 24.01.** The Borough and the Union agree that all police officers must refrain from the use of illegal drugs and the abuse of alcohol at all times and that failure to do so is just cause for discipline in accordance with the procedure described in the “Naugatuck Police Department Drug and Alcohol Free Workplace Policy”, dated September 1, 2013.

**Section 24.02.** This Article shall be reopened for negotiations in the event changes in applicable law make any aspect of drug testing programs illegal.

#### **ARTICLE XXV - GRIEVANCE PROCEDURE**

**Section 25.01. Purpose.** The purpose of the grievance procedure is to settle employee grievances as expeditiously as possible.

**Section 25.02. Definitions.**

- a. A "grievance," for the purposes of this procedure shall mean a claim or dispute arising out of the following:
  - 1. Application and interpretation of the Articles and Sections of this Agreement.
  - 2. Discharge, suspension or other disciplinary action.
  - 3. Interpretation and application of the rules and regulations of the Police Department.
- b. A "grievant" shall mean any employee covered by this Agreement.
- c. A "day," for the purposes of this Article, shall mean a calendar day.

**Section 25.03. Procedure.** A grievance shall be processed in accordance with the following three (3) steps:

**Step No. 1.** If an employee has a grievance, within fourteen (14) days of its occurrence, or when the employee reasonably knew of or became aware of its occurrence, the employee or his representative, if represented, shall submit the grievance in writing to the Police Chief setting forth

the nature of the grievance. Within fourteen (14) days after receiving such grievance, the Chief shall render his decision in writing to the aggrieved employee or his representative, if the employee is represented. The Chief may meet with the grievant and/or his representative prior to rendering his decision in writing for the purpose of adjusting or resolving the grievance.

**Step No. 2.** If the employee is not satisfied with the decision by the Chief, the employee or his representative shall, within fourteen (14) days of receipt of the Chiefs written decision, file an appeal to the Director of Human Resources. The Director of Human Resources shall render his/her decision, in writing, to the employee or his/her representative within fourteen (14) days of said meeting. The Director of Human Resources may meet with the grievant and/or his representative prior to rendering his/her decision in writing for the purpose of adjusting or resolving the grievance.

**Step No. 3.** If the employee is not satisfied with the decision by the Director of Human Resources, the employee or his representative shall, within fourteen (14) days of receipt of the Director of Human Resources written decision, file an appeal to the police commission. Such appeal shall be filed with the secretary to the Chief of Police.

The employee or his representative shall also send as a courtesy a copy to the secretary of the police commission. The board of police commissioners shall consider the grievance at its next regularly scheduled meeting and shall render its decision, in writing, to the employee or his/her representative within fourteen (14) days of said meeting.

**Step No. 4.** If the employee or his/her representative is not satisfied with the decision rendered in Step No. 3 the Union may, within fourteen (14) days of receipt of the Step No. 3 answer, submit the grievance to the Connecticut State Board of Mediation and Arbitration for arbitration. The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties. Said arbitrator or arbitrators shall not have the power to change, modify or otherwise amend this Agreement. The costs associated with the arbitration of any grievance shall be shared equally by the Borough and the Union.

**Section 25.04.** In the event of a discharge or a suspension imposed by the Police Commission, the Union shall be entitled to omit Steps 1 and 2 and appeal such discharge or a suspension to arbitration.

In the event of a suspension imposed by the Chief, the Union shall be entitled to omit Step 1 and initiate the grievance procedure beginning at Step 2.

**Section 25.05. Time Extensions.** Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned and in writing.

**Section 25.06. Discussion.** If the parties who are participants in the grievance procedure desire to meet for the purpose of oral discussion, a meeting may be requested and scheduled prior to the submission of the written grievance.

**Section 25.07.** The parties may, upon mutual consent, use the services of a mediator from the

C.S.B.M.A. in an attempt to resolve grievances prior to any arbitration hearing(s).

**Section 25.08.** Upon request of the Union and notice to the Borough, the expedited arbitration procedures of the CSBMA shall be used in lieu of the CSBMA regular arbitration procedure. The parties understand and agree that if the Union invokes the expedited procedures of CSBMA the Borough shall have the absolute right to submit the case to the American Arbitration Association to be tried or heard by: (1) Martin Webber; (2) Susan Halperin; or (3) a mutually agreeable arbitrator (on a rotating basis) in accordance with AAA rules. If the Borough invokes this right, it agrees to pay for the arbitrator's fee and costs and all AAA costs (i.e. filing fees).

## **ARTICLE XXVI - CIVILIAN DISPATCHERS AND POLICE PERSONNEL**

**Section 26.01.** Civilian dispatchers may be hired by the Borough to perform certain duties, for the Naugatuck Police Department.

**Section 26.02.** Any employee, who, as part of their regular duties, answers incoming telephone calls to the police department and dispatches police officers, will be subject to the provisions of this Article.

**Section 26.03.** A shift commander holding the rank of lieutenant or sergeant (or acting sergeant) will be on duty at all times, and the dispatcher will be under the direct command of that officer and will be subject to any disciplinary action under the collective bargaining agreement to which they belong.

**Section 26.04.** Complaints against officers by dispatchers will be submitted in writing to the shift commander or supervisor who will then forward the same to the Chief of Police.

**Section 26.05.** Complaints filed against dispatchers by police officers will be written and sworn to under oath and submitted to the shift commander or shift supervisors, who will bring the same to the Chief of Police for whatever action he deems warranted.

**Section 26.06.** If any shift opening for dispatcher occurs, the Borough agrees that every effort will be made to fill said opening with another civilian dispatcher, regardless as to whether the replacement is at regular hourly wage or at overtime rate. If the opening cannot be filled by a civilian dispatcher, the shift commander or shift supervisor will hire a member of this bargaining unit to work the dispatch desk on overtime at their rate of pay if the shift is at minimum manpower.

## **ARTICLE XXVII - MISCELLANEOUS**

**Section 27.01.** The Borough shall insure employees on or off duty, but only while acting as a police officer, against false arrest suit with an insurance company authorized to do business in the State of Connecticut, if such a policy is acceptable to any such insurance company, and to pay the premium on the same, and each employee agrees to abide by the terms of said policy. Each employee shall be protected in the sum of one hundred thousand dollars (\$100,000.00)/three hundred thousand dollars (\$300,000.00).

**Section 27.02.** Wherever the term "Chief" is used for the purpose of this Agreement, it shall also mean "Deputy Chief," in the absence of the Chief.

**Section 27.03.** The Borough shall permit the Union to have the use of a bulletin board located in the Police Department for the posting of notices concerning Union business and activity.

**Section 27.04.** The Borough shall give each present employee of the police department, and any new employee of the police department, a copy of this contract.

**Section 27.05.** Employees using their own vehicles to travel to an approved police training course shall be paid mileage at the applicable current IRS mileage rate. Any employee who uses his/her own motor vehicle for police work and who receives approval to do so from the Chief of Police, shall be reimbursed for mileage at the applicable current IRS mileage rate.

**Section 27.06.** An employee who is off-duty in the Borough but otherwise in condition to perform properly the duties of an on-duty employee shall be considered as acting in the line of duty if such employee acts in a situation requiring police intervention. In such a case, police headquarters shall be notified promptly.

**Section 27.07.** It is agreed by the parties that all new police vehicles shall be equipped with air conditioning.

**Section 27.08.** All officers on patrol duty outside the station shall be issued a portable radio during their complete tour of duty.

**Section 27.09.** All motor patrol officers shall carry the Borough supplied shotgun in patrol cars.

**Section 27.10.** All references herein to the singular shall include the plural, and the plural shall include the singular; and gender shall be interchangeable where the context so requires.

**Section 27.11.** All positions within the department, that are determined by the Borough to be open as of the date of execution of this Agreement shall remain open until the Borough determines to fill them. All positions that are determined by the Borough to be open after the execution of this Agreement shall then be posted and filled within one hundred twenty (120) days of said determination, through whatever method of written and oral testing is agreed upon by the Borough and the Union. It is understood that certain requirements for positions may be governed by the policies and procedures of the police department.

**Section 27.12.** The Borough agrees that it will not subcontract work for the purpose of laying off employees. Further, the Borough will make every effort to recall employees from layoff whenever the duration and nature of the work being done makes it practical to do so.

**Section 27.13.** During the term of this Agreement, the Borough shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Borough shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Borough shall notify the Union

and furnish the name and date of termination of the employee.

**Section 27.14.** If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

**Section 27.15.** There shall be no alteration, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership and the Borough Board of Mayor and Burgesses.

**Section 27.16.** The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits do not interfere with the operation of the department.

**Section 27.17.**

a. The Borough agrees to continue in force for the duration of this Agreement, those benefits and privileges, previously granted to and enjoyed by the members of the bargaining unit, except where such benefits and/or privileges are addressed in this Agreement. Where such benefits and/or privileges are addressed herein, the language set forth in this Agreement shall dictate. Moreover, such benefits and privileges shall not apply if they are de minimus.

Utilization of the physical training room, day room and Union office shall be at the discretion of the Chief. Any investment made by the Union to equip the physical training room and/or day room shall be reimbursed by the Borough in the event the physical training room and/or day room is made inaccessible.

b. The use of the traffic safety patrol, CERT or Fire Police shall be limited to directing traffic and parking cars for non-profit events, and shall be made in accordance with the Borough ordinance and shall in no way conflict with the collective bargaining agreement. Non-profit events include, but are not limited to, parades, functions held on the town green, carnivals, park & recreation functions (Rubber Avenue), and church and school fund raising events.

Except in emergency situations 48 hours notice must be given to the Union regarding traffic safety patrol, CERT or Fire Police. Upon receiving a request for the traffic safety patrol, CERT or Fire Police, a copy of such request shall be forwarded to the Union President or his/her designee. In the event a conflict arises as to the use of the traffic safety volunteers, the Union shall provide a written notice attesting to the reason of such conflict.

The Mayor or his/her designee shall meet with the President or his/her designee to consider all information before any final decision is made regarding the upcoming event for which the traffic safety patrol, CERT or Fire Police was requested.

If no agreement can be reached by either party, the Union may then use the grievance procedure to resolve the conflict and shall go automatically to Step 2.

**Section 27.18.** Any employee who is required by the Borough to attend any training or conferences shall be reimbursed for the reasonable expenses associated with said training or conference. The meal per diem shall be the current IRS rate and shall be paid in advance for conferences in excess of one (1) day.

**Section 27.19.** When the Borough creates a new classification or extensively changes an existing job, the Union shall be notified prior to and shall be entitled to negotiate over the appropriate work conditions and rates of pay.

**Section 27.20.** The Union and the Borough will continue to meet and discuss policies and procedures to the extent that they affect the condition of employment of the members of the bargaining unit.

**Section 27.21.** The Borough shall rotate one (1) patrol officer into the detective division for a period of three (3) months. Said patrol officer shall not receive any salary adjustments during the rotation and it is the parties' expectation that the experience and training resulting from these rotations shall inure to the benefit of the Borough.

For written articulable reason(s) the Chief may decline to assign an officer to the rotation and/or the Chief may elect to prematurely terminate a rotation. The Chief may reassign the officer or suspend the program due to manpower shortages.

**Section 27.22.** The Patrol Division Captain, Detective Lieutenant and Administrative Lieutenant shall be provided with a suitable Borough vehicle with similar markings, warning lights and siren as the Police Chief's and Deputy Police Chief's vehicles. The vehicle shall be for the exclusive professional and personal use of the Patrol Captain, Detective Lieutenant and Administrative Lieutenant through the term of this agreement.

The Borough agrees to insure said vehicles with the appropriate levels of automotive liability, property damage, and comprehensive insurance coverage, as well as provide gasoline, maintenance and repair of said vehicles. All out of state vehicle use must be related to the official duties of the Patrol Division Captain, Detective Lieutenant, or the Administrative Lieutenant and they must receive written permission from the Chief of Police prior to leaving the State of Connecticut.

**Section 27.23.** A supervisor shall not directly supervise his or her spouse or partner in a dating relationship on a permanent basis. This section will not affect the fair and equitable way overtime is dispersed and shall not prevent an employee from being offered or accepting overtime. If employees who are or were married to each other or are in a current or past dating relationship are assigned to the same shift, and the relationship is causing a disruption, the Chief, at his/her discretion, may reassign one or both employees. A decision by the Chief to reassign one or both employees shall not be subject to the grievance procedure.

**Section 27.24.** The Chief of Police shall maintain a list containing at least one working phone number for each employee. The purpose of said list is so the Chief of Police or his designee may contact every union member in case of emergency. If the Chief of Police or his designee needs to

contact employees in an emergency, he or she shall call the employee's on file phone number. If the employee does not answer, the Chief of Police or his designee shall leave a message explaining the emergency and the need for a return phone call. The employee shall then have one (1) hour to return the phone call. It shall be the employee's responsibility to make sure a working phone number remains on file at all times. This section shall only be used for situations the Chief of Police deems an emergency and shall not be used to fill overtime or contact the employee for any other reason.

**Section 27.25.** The Union and Borough agree to negotiate a policy regarding how in car GPS data is used and retained.

**Section 27.26.** The Borough shall make a reasonable effort to maintain a minimum of three (3) officers on the Waterbury Regional Emergency Team or an equivalent team, provided eligible officers meet the requirements set by the team.

## **ARTICLE XXVIII - EDUCATION**

**Section 28.01.** Active employees of the department that enroll in accredited courses specifically related to police work shall be fully reimbursed by the Borough for the costs of tuition, books, and supplies. Said accredited courses shall include core courses required as part of an accredited degree program applicable to law enforcement. However, said sums shall not be due and payable to the employee unless and until proof of successful completion of the course involved and submission of invoices showing payment of said books and supplies.

**Section 28.02.** Courses mentioned above shall not include non-accredited correspondence courses. Elective courses taken in pursuit of a police-related degree must be of an academic nature.

**Section 28.03.** Once an employee has signed up and paid for educational courses and if the Borough unilaterally changes the employee's shift assignment, the Borough shall make the employee whole for any cost.

**Section 28.04.** To be eligible for tuition reimbursement employees must notify the police commission in writing or appear before the board of police commissioners prior to: (1) January 1<sup>st</sup> of his/her intention to enroll in a course(s); and (2) provide an estimate of tuition and book costs and duration of course work. Failure to comply with this requirement may lead to a denial of reimbursement.

## **ARTICLE XXIX - PROMOTIONS**

**Section 29.01.** The Chief of Police shall post all promotion positions. Such posting period shall be for a minimum of fourteen (14) days and the notice shall state the closing date for applications.

**Section 29.02.** Posting of the position shall include expected duration of the process, when and where tests are to be conducted and description of the oral interview. All promotional procedures will be job related and non-discriminatory. Final scores shall be given to the Union

President.

**Section 29.03.** All candidates receiving a passing score shall be kept on a list, maintained by the Police Department and Director of Human Resources.

Appointments shall then be made from such list commencing with the individual receiving the highest score with further appointments made in descending order from the list.

Eligibility lists shall remain in effect for a period of twelve (12) months. Components of the test and their weight for any promotional examinations shall be as follows:

Written component - 40%

Oral component - 60%

All candidates applying to test for a promotion shall submit a professional resume to the Chief of Police for vetting fourteen days (14) days prior to the oral component. Such resume will be presented to the oral board for review.

**Section 29.04.** Within thirty (30) days of posting promotion positions, the Borough and Union shall mutually agree to an outside neutral testing agent who will conduct the written and oral components of promotional examination. For the purpose of this section, the Human Resources Director shall represent the Borough and the President of the Union shall represent the Union.

The written component shall be administered on the same day or evening. The testing agency shall forward a list of passing applicants (seventy percent (70%) and above) on the written component to the Director of Human Resources. The Oral component will be administered to such passing applicants. The two (2) test components shall be completed within fourteen (14) days from start to finish.

The oral component shall be administered on the same day or evening. The oral component of the promotion test shall be administered by a panel of three (3) officers of the same rank or higher of the vacancy, from municipal police departments from within the State of Connecticut Municipal Police Departments, but other than Naugatuck.

The testing agent shall send the results, either by mail or e-mail, of the written and oral components to the Chief of Police. The testing agent shall also notify the Union President, either by mail or email, that the Chief of Police has been given the final test results. Once this notification has been made, the Chief of Police shall have twenty-four (24) hours to post the final results of the testing process. These results shall be considered as "unofficial" until such time as the police commission accepts them. Once the police commission accepts the results, the results shall be considered "official" and the eligibility list established.

During the twenty-four (24) hour period that the Chief of Police has the final test results a Union member designated by the Union President not involved in the testing process shall verify the final test results that are used to rank the individuals on the eligibility list.

**Section 29.05.** The minimum passing score for the written component of the promotional examination shall be seventy percent (70%). A score of less than seventy percent (70%) shall disqualify a candidate from further consideration.

The minimum passing score for the oral component of the promotional examination shall be seventy percent (70%). A score of less than seventy percent (70%) on either component shall disqualify a candidate from further consideration.

**Section 29.06.** Promotions for the ranks of Sergeant, Lieutenant, and Captain; and the assignment of detective shall occur from a list of qualified employees of the Naugatuck Police Department. For eligibility purposes, authorized leave shall not be counted.

- a. To be eligible for the assignment of Detective, an applicant must have been a member in good standing of the Naugatuck Police Department for a period of not less than two (2) years beyond probation. The requirement of good standing for a period of not less than Two (2) years beyond probation shall not be a requirement for lateral transfers into the department who have successfully completed their probationary period with the Naugatuck Police Department. For purposes of this section, a lateral officer is an officer who is a POST certified officer (or other comparable certified law enforcement officer) that has completed two (2) years of service with their original agency and completed any and all required probation and training with their respective lateral agency.
- b. To be eligible for the rank of Sergeant, an applicant must have been a member in good standing of the Naugatuck Police Department for a period of not less than five (5) years.
- c. To be eligible for the rank of Lieutenant, an applicant shall currently hold the rank of sergeant in the Naugatuck Police Department for not less than two (2) years.
- d. To be eligible for the rank of Captain, an applicant shall currently hold the rank of lieutenant in the Naugatuck Police Department for not less than two (2) years.
- e. The Chief of Police shall have the "pick of three (3)" for the assignment of Detective. Meaning, the Chief may promote any one candidate ranked in the top three, after the final scores are accepted by the Police Commission.
- f. The eligibility list for Detective shall only comprise of the top four (4) candidates, allowing up to two (2) positions to be filled from any one eligibility list while still affording the Chief the pick of three.
- g. If more than two positions within the assignment of Detective need to be filled within a year, a second testing process must be held.

**Section 29.07.** A trial period of six (6) months shall exist for promotions. Any employees demoted within this period shall be returned to their former position, pay rate and bid shift.

**Section 29.08.** The Detective Bureau shall be staffed by eight (8) Detectives, two (2) Sergeants, and One (1) Lieutenant. However, the two Sergeant positions and the Lieutenant position are at will positions and may be assigned or removed by the Chief of Police at his discretion, at any time without cause.

**Section 29.09.** The Borough and the Union Agree that the Chief of Police may assign other personnel to the Detective Bureau at his or her discretion to accomplish specific tasks or utilize specific training and experience. However, assigned officers will not receive the title of "Detective" nor will they receive a pay increase. Moreover, the Chief of Police may reassign said officers back to their previously held position and shift at his discretion, at any time; without cause.

**Section 29.10.** The Evidence Officer and the Training Officer are at will assignments and may be assigned or removed by the Chief of Police at his discretion, at any time; without cause and returned to his/her previous position and pay grade. Yet, these positions shall remain staffed at all times with vacancies filled pursuant to timelines set forth in Section 27.11. Such assignment or removal by the Chief shall not be subject to the grievance procedure.

**Section 29.11.** The Chief of Police may assign additional officers to the administrative division as needed. These positions are at will positions and officers assigned may be assigned or removed by the Chief of Police at his discretion, at any time; without cause. These positions may be staffed at the Chief's discretion.

### **ARTICLE XXX - SAFETY**

**Section 30.01.** The Borough and the Union agree to establish a joint safety committee, which shall meet to discuss issues of safety and the health of department employees. The committee shall have two (2) management representatives and two (2) Union representatives. Such meetings shall be scheduled at mutually convenient times in order to provide the participants to attend such meetings and the Borough shall allow a minimum of one (1) of the Union representatives to attend.

**Section 30.02.** Employees shall not be required to use hand held radar guns and car mounted guns shall be located on the outside of all patrol vehicles.

**Section 30.03.** Employees shall have the right to refuse civilian passengers during their tour of duty except such right of refusal shall not include the mayor, Borough police commissioners or the Borough police liaison and when necessary.

**Section 30.04.** The Borough shall provide and pay for all immunizations of employees, such as, but not limited to, hepatitis, rabies, and when available, HIV.

**Section 30.05.** Each employee shall be entitled to have and carry additional sets of handcuffs.

## **ARTICLE XXXI – PATROL CANINE PROGRAM**

**Section 31.01.** The Borough of Naugatuck and the Naugatuck Police Union agree to the creation of a patrol canine program with the following provisions:

- a. The Borough shall pay for all reasonable costs associated with the care and feeding of said K-9 including food, veterinary services, and all necessary equipment as determined by the department.
- b. The Borough shall provide the K-9 handler a specially marked cruiser for transporting the K-9 to and from his/her home to work, to and from his/her home to training or for any other designated activities directly relating to the training or deployment of the K-9 as directed by the Chief of Police or his designee.
- c. The Borough shall, in cooperation with the handler insure that all training requirements necessary to maintain the canine's certification will be accommodated.
- d. The Borough shall pay any boarding fees if the dog handler goes on vacation or is incapacitated.
- e. The Police Chief shall choose the dog handler(s) from a list of voluntary applicants.

**Section 31.02.** Additionally, the dog handler(s) may be exempt from the normal bid shift procedure and shall work the schedule assigned by the Chief or his/her designee depending upon the needs of the department.

**Section 31.03.** There shall be a special rate of pay established for the care of the dogs during off duty hours in the handler's home. The dog handler(s) will be compensated for one (1) hour at the special rate of pay every day. Said special rate shall be one and one-half (1½) times the current State of Connecticut minimum wage. The extra hour each day shall be used by the handler for dog care and vehicle maintenance.

**Section 31.04. Training:** The dog handler's regular work shift and/or workday shall be adjusted as needed so that such training occurs during working hours and incurs no additional compensation in wages.

**Section 31.05.** The Chief of Police has the sole discretion to unilaterally discontinue the program. In that event, the assigned officer would then go back to the normal bidding procedure.

## **ARTICLE XXXII - STABILITY OF AGREEMENT**

**Section 32.01.** No amendment, alteration, or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

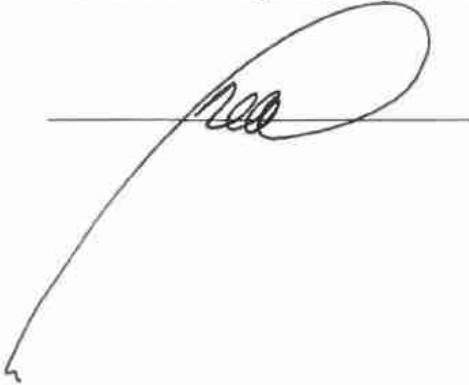
### ARTICLE XXXIII - DURATION

**Section 33.01.** This Agreement shall be effective July 1, 2018, except where a specific date is so stated elsewhere and remain in full force and effect from the date hereof through June 30, 2022, and thereafter shall be considered automatically renewed for successive periods of one (1) year, unless either party shall, on or before one hundred twenty (120) days prior to the termination of this Agreement, but no sooner than one hundred fifty (150) days, serve written notice on the other party of a desire to terminate, modify, or amend this Agreement, provided however, it is understood and agreed that the parties shall begin negotiations within a reasonable time after a notice shall be given to the other party.

**Section 32.02.** When questions arise concerning this application of the terms of this Agreement, the Borough and the Union will meet for discussion upon mutual agreement to do so.

IN WITNESS WHEREOF, the Employer and the Union cause this Agreement to be executed by their mutually authorized Officers or Representatives this 27<sup>th</sup> day of December 2018.

**For The Borough of Naugatuck**

A handwritten signature in black ink, appearing to be "Rao", is written over a horizontal line. A long, thin, curved line extends from the bottom left of the signature, ending in a small hook.

**For Naugatuck Police Union**

A handwritten signature in blue ink, reading "Calvin McAllister", is written over a horizontal line.

## **APPENDIX A**

### **PENSION FUND**

**Section 1.** There is created in the Borough of Naugatuck a fund to be known as the Police Pension Fund for bargaining unit members of the Naugatuck Police Department hired prior to September 1, 2011 as paid police officers for the Borough of Naugatuck, including members who worked in other Borough departments who commenced working as Naugatuck paid police officers prior to September 1, 2011 (hereinafter "eligible employees").

**Section 2.** The Board of Mayor and Burgesses of the Borough of Naugatuck shall annually appropriate to said fund a sum not less than three hundred dollars (\$300.00).

**Section 3.** Upon signing of this Agreement, each eligible employee shall pay into said fund a sum equal to eight percent (8%) of his gross pay excluding private duty pay, prorated monthly, which sum shall be deducted from each eligible employee's pay and transmitted to said fund in addition to the annual appropriate of the Board of Mayor and Burgesses.

**Section 4.** Said fund shall be under the control of the Board of Mayor, Burgesses and one (1) member of the bargaining unit designated by the Union. The Board of Mayor, Burgesses and the One (1) Union representative shall make rules and regulations for the control, investment and deposit of said fund and are empowered to accept and receive all contributions and donations specifically given to said fund. The controller of the Borough of Naugatuck shall receive and deposit all monies paid into said fund, and make such payments as are ordered by a majority vote of the Board of Mayor, Burgesses, and the one (1) Union representative.

**Section 5.** All eligible employees who are presently members of any pension plan of the Borough of Naugatuck shall waive all rights under said pension plan and contributions that have been made by said employees, plus interest, shall be transferred from said pension plan to the Police Pension Fund and said employees shall be entitled to all benefits that are provided for under the Police Pension Fund. Said eligible employees who have their contributions transferred from any pension plan of the Borough of Naugatuck to the Police Pension Fund shall be entitled to benefits from the date they began contributions to their original pension plan of the Borough of Naugatuck.

**Section 6.** All eligible employees shall be required to become members of the Police Pension Fund and shall contribute to said fund as provided for herein. Bargaining unit employees either new to the bargaining unit as of September 1, 2011 or hired by the Borough on or after September 1, 2011 shall not be eligible to participate in the Police Pension Fund.

**Section 7.** When any eligible employee who has attained a combined total where age and service equals sixty-one (61) and who has served for a period of not less than twenty (20) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy percent (70%) of his/her average gross pay, excluding private duty pay, for the three (3) calendar years that he/she earned his/her highest gross pay (excluding private duty pay) (final average earnings), provided that said employee has contributed to this fund for all prior years of service.

When any eligible employee who has attained a combined total where age and service equals sixty-three (63) and who has served for a period of not less than twenty-one (21) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy-one percent (71%) of his/her average gross pay, excluding private duty pay, for the three (3) calendar years that he/she earned his/her highest gross pay (excluding private duty pay) (final average earnings), provided that said employee has contributed to this fund for all prior years of service.

When any eligible employee who has attained a combined total where age and service equals sixty-five (65) and who has served for a period of not less than twenty-two (22) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy-two percent (72%) of his/her average gross pay, excluding private duty pay, for the three (3) calendar years that he/she earned his/her highest gross pay (excluding private duty pay) (final average earnings), provided that said employee has contributed to this fund for all prior years of service.

When any eligible employee who has attained a combined total where age and service equals sixty-seven (67) and who has served for a period of not less than twenty-three (23) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy-three percent (73%) of his/her average gross pay, excluding private duty pay, for the three (3) calendar years that he/she earned his/her highest gross pay (excluding private duty pay) (final average earnings), provided that said employee has contributed to this fund for all prior years of service.

When any eligible employee who has attained a combined total where age and service equals sixty-eight (68) and who has served for a period of not less than twenty-four (24) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy-four percent (74%) of his/her average gross pay, excluding private duty pay, for the three (3) calendar years that he/she earned

his/her highest gross pay (excluding private duty pay) (final average earnings), provided that said employee has contributed to this fund for all prior years of service.

When any eligible employee who has attained a combined total where age and service equals sixty-eight (68) and who has served for a period of not less than twenty-five (25) consecutive years and has contributed to said fund as provided for herein, he/she shall be eligible for a pension upon his/her request on a monthly allotment equal to seventy-five percent (75%) of his/her average gross pay, excluding private duty pay, for the three (3) calendar years that he/she earned his/her highest gross pay (excluding private duty pay) (final average earnings), provided that said employee has contributed to this fund for all prior years of service.

It is further agreed that no eligible employee shall receive a pension in excess of seventy-five percent (75%) of his/her average gross pay, (excluding private duty), for the three (3) calendar years that he/she earned his/her highest gross pay (excluding private duty) (final average earnings), as set forth herein.

It is understood that accumulated sick time paid upon retirement is included in calculating the highest gross pay's base salary of the three (3) calendar year average for eligible employees.

**Section 8.** Any eligible employee may be retired, as provided for herein, on account of illness or total or partial incapacity resulting from injury incurred in the discharge of his duty as a Naugatuck Police Officer. In order to qualify for such retirement, the eligible employee must be examined by three (3) reputable physicians selected by the Borough. If upon completion of the examinations, two (2) of the physicians determine and certify in a written report to the Borough that the eligible employee is unable to perform the essential duties of a police officer, the eligible employee may be retired under this section on a monthly allotment equal to one-half (1/2) of the average monthly pay received by him during the three (3) calendar years that he/she earned his/her highest gross pay (excluding private duty pay). The written, certified report must be submitted to the Borough within twelve (12) months of the date of the eligible employee's application for retirement.

**Section 9.** When any eligible employee with ten (10) or more years of service who has contributed to this pension fund for at least ten (10) years as provided for herein is unable to perform the essential duties of a police officer and is so certified within twelve (12) months of the date his application for retirement is submitted to the Borough by three (3) reputable physicians chosen by the Borough from causes not incurred in the performance of his duty, he may be retired on a monthly allotment equal to one-half (1/2) of the average monthly pay received by him during the three (3) calendar years that he/she earned his/her highest gross pay (excluding private duty pay).

**Section 10.** Each eligible employee who terminates his employment prior to normal retirement shall acquire a vested interest in his/her pension benefits provided that said employee has at least ten (10) continuous years of employment as a full-time employee with the Borough during which period said employee contributed toward the pension plan. Effective upon reaching the age of sixty (60), said employee shall be paid a pension benefit equal to two percent (2%) of the average of his/her base salary for the three (3) calendar years that he/she earned his/her highest average base salary multiplied by his years of credited service. Said pension benefits shall begin when the employee reaches the retirement age referred to herein and said benefit shall be limited to a maximum of sixty percent (60%) of the average of the three (3) calendar years that he/she earned his/her highest gross pay (excluding private duty pay). It is agreed that no pension will be paid unless said employee allows his own contribution to remain in the pension fund.

**Section 11.** When any active member of the Naugatuck Police Department who has contributed to this fund dies, whether prior to or subsequent to retirement, there shall be paid monthly by the Borough of Naugatuck a sum equal to one-half (1/2) of the pension benefits that are being paid to said member or that would have been paid to said member if he retired in accordance with the terms of this pension fund at the time of his death, such payments to be made:

- A. To the surviving spouse of such member for his/her lifetime or until his/her remarriage;
- B. To the minor dependent child of such member upon the death or remarriage of such spouse (or upon the death of the member, if there shall be no such surviving spouse); provided, however, that such sum shall not exceed twenty-five percent (25%) of such member's pension benefits at the time of his death, if there shall be only one (1) minor dependent child; thirty-seven and one-half percent (37 1/2%) if there shall be two (2) surviving minor children, and fifty percent (50%) if there shall be three (3) or more minor children. Said payments for each minor child shall cease when said minor child reaches the age of eighteen (18) years.
- C. If there shall be no surviving spouse, and no surviving minor dependent child, such pension benefits shall be paid to the surviving dependent parents or parent of such member. If there shall be no person eligible to receive benefits under this section as outlined in Paragraphs A, B, and C above, there shall be paid the Estate of the deceased member an amount equal to the contribution made by such member to the pension fund diminished by any amount or amounts which such member or his spouse or surviving children or parents may have received

under the provisions of Paragraph A, B, or C above.

**Section 12.** No action for any amount due under the provisions of this act shall be brought but within two (2) years after the right of action shall accrue. All amounts not claimed within said period shall remain a part of said fund.

**Section 13.** Said fund and the right of any person under the provisions of this act to any payment from said fund shall be exempt from any state, municipal, transfer or inheritance tax and shall not be subject to attachment, garnishment or execution and shall be unassignable.

**Section 14.** It is expressly understood that the Union waives any claim to a retroactive application of any of the terms of this pension fund that may exist.

**Section 15.** The Borough agrees to notify the Union President and the Union pension board representatives of all meetings of the pension board.

**Section 16.** The Borough agrees to provide copies of any activity report(s) and/or annual pension report of earnings and status to the President of the Union.

**Section 17.** The Borough agrees to provide each employee with a statement of their contributions to the plan and projected benefits at normal retirement once annually.

**Section 18.** Effective July 1<sup>st</sup> of each year following the full year after a participant's retirement following his normal retirement age or disability retirement the participant's benefit shall be increased by twenty-five percent (25%) of the percentage of any wage increase received by an employee in the same classification as such participant at the time of his retirement; provided, however, such benefit shall never exceed one hundred percent (100%) of the participant's final average earnings.

**Section 19.** Any member who was laid off and had withdrawn his/her contributions from the pension fund shall be entitled to buy back into said fund. Such employee shall be entitled to spread such payments over the number of weeks remaining to his/her earliest date of full retirement. In no event shall the buy back period exceed five (5) years.

**Section 20.** Bargaining unit employees either new to the bargaining unit as of September 1, 2011 or hired by the Borough on or after September 1, 2011 shall not be eligible to participate in the Police Pension Fund. Such employees either new to the bargaining unit as of September 1, 2011 or hired by the Borough on or after September 1, 2011 shall be required to participate in the Borough's defined contribution plan with a minimum contribution of three and three quarter percent (3.75%) annually of total W-2 wages (and shall not be

eligible to participate in any other pension plan offered by the Borough).

The Borough shall contribute annually a percentage of the employee's total W-2 wages as a match of the employee's contributions. However, the employee may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law (with no additional match by the Borough beyond the following percentages). The Borough will contribute the following percentages annually based on the amount of time an employee has been employed by the Borough of Naugatuck.

Date of hire to three (3) years	Seven percent (7%)
Three (3) Years and one day to five (5) years	Eight percent (8%)
More than five years	Nine percent (9%)

The Borough's contribution shall be made on a weekly basis (however, in the event that the parties agree to bi-weekly pay for bargaining unit employees, such contributions will be made on a bi-weekly basis).

The Borough shall provide a long-term disability policy fully funded by the Borough for all Union members enrolled in the Borough's defined contribution plan. Members of the Police Pension Fund may buy into the long term disability plan at the Borough's rate.

**Section 21.** For purposes of this Agreement (and the Borough's defined contribution plan), the effective date shall be September 1, 2011. The duration of this Agreement (and the Borough's defined contribution plan) shall extend through September 1, 2051, and shall not be subject to reopener during this time period, except as set forth below.

On an annual basis, effective June 30, 2012 the Borough, at its discretion, may seek to reopen this Agreement for the limited purpose of negotiating over increasing the Borough's maximum contribution match toward the defined contribution plan set forth under Section 20 by providing notice to the Union by certified mail, no earlier than one-hundred fifty (150) days of the applicable year nor later than one-hundred twenty (120) of the applicable year.

Either party wishing to amend or modify this Agreement may so notify the other party by certified mail, no earlier than January 1, 2051 nor later than February 28, 2051. In the event such notice to amend or modify is not given within the period above, this Agreement shall automatically be extended for one (1) year and such notice requirement shall be repeated.

The parties understand and agree that the only exception to reopening this entire Agreement is if changes in applicable law require changes to the Plan to conform to such changes in the law. Therefore, for the duration of this Agreement, through June 30, 2051, the Borough and the Union shall be prohibited from reopening the terms of the defined benefit portion of the Police Pension Fund. This provision may not be waived, nor modified by the agreement of the Borough and the Union at any time, and enforcement of this provision may be pursued by any beneficiary of the Police Pension Fund. The parties agree that waiver or modification of this provision shall result in irreparable harm to the employee participants in the defined benefit portion of the Police Pension Fund, as well as to non-employee beneficiaries thereof, and the parties further agree that any court of competent jurisdiction shall have authority to issue, by ex parte order, an injunction enjoining waiver or modification of this provision, and further mandating compliance therewith. Both the Borough and the Union shall be responsible jointly and severally for paying any attorneys fees and costs incurred by any employee participant or non-employee beneficiary of the defined benefit portion of the Police Pension Fund who successfully pursues enforcement of this provision before any appropriate forum.

## **APPENDIX B**

### **RETIREE MEDICAL COVERAGE**

The Borough will continue all medical coverage in force for retired personnel as noted below:

**A.** Retirees hired prior to January 1, 2012 who retire prior to January 1, 2018 and maintain either the Health Benefits Plan (PPO) or the High Deductible Health Plan (HDHP), shall be responsible for a zero percent (0%) premium share contribution during the period of retirement and shall maintain, during the period of retirement, the same benefit plan as such retiree was receiving immediately prior to retirement or if such benefit plan is no longer offered by the Borough's insurance carrier, a substitute benefit plan shall be provided that is substantially equivalent to or better, on an overall plan benefit basis, than the benefit plan enrolled in immediately prior to retirement.

Retirees who retire prior to January 1, 2018 who maintain the HDHP, shall be responsible for one hundred percent (100%) of any deductible during the period of retirement.

**B.** Retirees who retire on or after January 1, 2018 and who are under the age of sixty-five (65) and not Medicare eligible shall be offered the same health insurance plan(s) offered to active employees at the time of retirement. The plan offered to retirees who retire on or after January 1, 2018 shall be subject to any changes in the plan design agreed to for active employees for the applicable contract year. Furthermore, retirees who retire on or after January 1, 2018 shall contribute annually a premium share contribution as follows:

- |   |      |
|---|------|
| 1. Retiring on or after 1/1/2018 and before 1/1/2021: | 0%   |
| 2. Retiring on or after 1/1/2021 and before 1/1/2025: | 5%   |
| 3. Retiring on or after 1/1/2025 and before 1/1/2030: | 10%, |
| 4. Retiring on or after 1/1/2030:                     | 20%  |

Retirees who retire within the time periods identified in 1,2 and 3 above, shall be subject to an increase in their applicable premium share contribution, throughout his/her retirement, at a rate of twenty-five percent (25%) of any premium share increase agreed to for active employees.

Upon becoming Medicare eligible, the retiree who retired on or after January 1, 2018 shall be transferred to a Medicare Supplemental Plan and shall contribute annually throughout the remainder of his/her retirement a premium share contribution in accordance with the schedule above.

**C.** Retirees who retire on or after January 1, 2018 who decide not to enroll in the health benefit coverage offered by the Borough upon retirement may re-

enter the Borough's plan should they lose other coverage that was taken in lieu of the Borough's plan.

Such re-entry shall be contingent upon the retiree:

(a) enrolling in the Borough's healthcare plan negotiated for active employees at the time of reenrollment; and

(b) paying the same premium cost share agreed to for active employees for the applicable contract year (and agreed to for ensuing years) for the plan.

Additionally, any changes to the plan design negotiated by the parties for ensuing contract years shall apply to such retiree.

**D.** The Borough shall not pay the insurance waiver for retirees or any other individual upon their separation from employment.

**E.** The duration of this Appendix shall be through September 1, 2051, and shall not be subject to reopener during this time period, provided, however, in the event that HDHP's are no longer available under applicable federal law, the parties agree to reopen this provision of the Agreement.

## **SCHEDULE A**

Effective July 1, 2018, wages shall be increased by 2.0%

<b><u>Police Officer</u></b>	<b><u>Annual</u></b>
Step 1	\$61,285.08
Step 2	\$64,689.81
Step 3	\$68,094.54
Step 4	\$70,806.11
Step 5	\$73,631.92
Step 6	\$76,217.47
Step 7	\$78,707.28
<b><u>Detective</u></b>	\$81,265.28
<b><u>Evidence Officer/Court Liaison</u></b>	\$81,265.28
<b><u>Training Officer</u></b>	\$82,484.26
<b><u>Sergeant</u></b>	\$87,879.55
<b><u>Lieutenant</u></b>	\$96,667.50
<b><u>Captain</u></b>	\$106,334.25

## **SCHEDULE B**

Effective July 1, 2019, wages shall be increased by 2.0%

<b><u>Police Officer</u></b>	<b><u>Annual</u></b>
Step 1	\$62,510.78
Step 2	\$65,983.61
Step 3	\$69,456.43
Step 4	\$72,222.23
Step 5	\$75,104.56
Step 6	\$77,741.82
Step 7	\$80,281.43
<b><u>Detective</u></b>	\$82,890.59
<b><u>Evidence Officer/Court Liaison</u></b>	\$82,890.59
<b><u>Training Officer</u></b>	\$84,133.95
<b><u>Sergeant</u></b>	\$89,637.14
<b><u>Lieutenant</u></b>	\$98,600.85
<b><u>Captain</u></b>	\$108,460.93

### **SCHEDULE C**

Effective July 1, 2020, wages shall be increased by 2.0%

<b><u>Police Officer</u></b>	<b><u>Annual</u></b>
Step 1	\$63,761.00
Step 2	\$67,303.28
Step 3	\$70,845.56
Step 4	\$73,666.67
Step 5	\$76,606.65
Step 6	\$79,296.66
Step 7	\$81,887.06
 <b><u>Detective</u></b>	 \$84,548.40
 <b><u>Evidence Officer/Court Liaison</u></b>	 \$84,548.40
 <b><u>Training Officer</u></b>	 \$85,816.63
 <b><u>Sergeant</u></b>	 \$91,429.88
 <b><u>Lieutenant</u></b>	 \$100,572.86
 <b><u>Captain</u></b>	 \$110,630.14

### **SCHEDULE D**

Effective July 1, 2021, wages shall be increased by 2.25%

<b><u>Police Officer</u></b>	<b><u>Annual</u></b>
Step 1	\$65,195.62
Step 2	\$68,817.60
Step 3	\$72,439.59
Step 4	\$75,324.17
Step 5	\$78,330.30
Step 6	\$81,080.83
Step 7	\$83,729.52
<b><u>Detective</u></b>	\$86,450.74
<b><u>Evidence Officer/Court Liaison</u></b>	\$86,450.74
<b><u>Training Officer</u></b>	\$87,747.50
<b><u>Sergeant</u></b>	\$93,487.05
<b><u>Lieutenant</u></b>	\$102,835.74
<b><u>Captain</u></b>	\$113,119.31

